



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEA MAR COMMUNITY CARE CENTER

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – SEA MAR COMMUNITY CARE CENTER

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COLLECTIVE BARGAINING AGREEMENT
SEA MAR CARE COMMUNITY CARE CENTER

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of October 2016, by and between SEA MAR COMMUNITY CARE CENTER, a nonprofit Washington corporation, hereinafter referred to as the "Employer," and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the "Union," for the purposes of fixing the hours, wages and other terms and conditions of employment by Employer of employees represented by the Union as defined in Article 1, and of defining the mutual obligations between the parties hereto.

PREAMBLE

WHEREAS the parties desire to cooperate in establishing conditions which will tend to secure for the employees concerned wages and fair and reasonable conditions of employment, and to provide methods of fair and peaceful adjustments of all disputes which may arise between them so as to secure uninterrupted operations of the Employer, the Employer and Union agree as stated below.

ARTICLE 1

RECOGNITION OF THE UNION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the bargaining unit of all employees employed by Sea Mar Community Care Center in its Seattle, Washington operations; excluding all managers, confidential employees, temporary employees, guards and supervisors as defined in the Act, accounting employees and executive secretaries. "Employees" and "employee" hereinafter shall refer only to employees within the bargaining unit, unless otherwise indicated.

ARTICLE 2

UNION MEMBERSHIP

Section 2.1 MEMBERSHIP The Employer agrees that all regular employees covered under this Agreement pursuant to Article 1 shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing. On-call employees shall become members as specified in Section 7.3.

The Employer further agrees that all new regular employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the initial work date become and remain members of the Union in good standing. On-call employees shall become members as specified in Section 7.3. Any employee who chooses to waive rights to participate as a Union member may satisfy the Union security obligation by payment to the

Union of the equivalent of the periodic dues and initiation fees uniformly required of members or the periodic dues and initiation fees related to the Union's representational costs, fair share fees. If the employee is a member of a church or religious body whose bona fide religious tenets forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Union. The Union shall notify the Employer in writing that an employee has failed to satisfy the terms of this provision and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not satisfied the obligations of this provision. In the event the employee fails or refuses to tender the amount on which he or she is delinquent within ten (10) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 DUES CHECK-OFF Upon receipt of a written check-off authorization card voluntarily signed by an employee, the Employer shall make periodic deductions from the wages of such employees and remit the same to the Union for payment of current regular dues and initiation fees in accordance with the below-stated provisions.

Section 2.2(a) The Employer shall distribute to new employees, on the effective date of employment, check-off authorization cards and explanatory materials as may be mutually approved by the Employer and the Union.

Section 2.2(b) The Employer shall deduct current regular monthly dues and Union initiation fees, one-half from the first paycheck and one-half from the second paycheck of each month beginning thirty-one (31) days after the employee's initial work date and remit such fees to the Union within twenty (20) days of the end of that month.

Section 2.2(c) The Employer shall supply to the Union monthly a list of all employees covered by this Agreement including their classification, department, work-site, rate of pay, hours worked, FTE status, starting date, and shift. Each month the Employer shall also send a list of new hires for the previous month, their addresses, telephone number, classifications, rate of pay and date of hire. The Employer will also send a list of bargaining unit employees who have terminated during the month, including name, reason for termination and effective date of termination.

Section 2.2(d) The Union shall indemnify and hold Employer harmless from any claims from employees regarding any Employer action appropriate to carrying out the provisions of this Article 2. Any claims for overpayment or underpayment of union initiation fees and dues shall be settled directly between the employee and the Union. This Section 2.2(d) does not alter the requirements in Sections 2.1 and 2.2.

Section 2.2(e) HARDSHIP FUND The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted at the same time

Union dues are submitted unless the total deduction is less than \$25.00, in which case the Employer will hold funds until a total of \$25.00 has been collected for the funds. The Union agrees to indemnify, defend and hold harmless Sea Mar from and against any and all damages, claims, demands, suits, judgments or other forms of liability arising from the operation of this section.

Section 2.3 PRESENT CONDITIONS No present employee who prior to the date of this Agreement was receiving more than the rate of wages designated by this Agreement for the class of work in which he or she was engaged shall suffer a reduction in the rate of wages or vacation from the application of this Agreement. Provided, however, where such premium amounts are based upon special work assignments or performance such premium above the contractual amounts may be reduced should the employee's assignment/performance be the reason for the reduction.

ARTICLE 3

UNION ACTIVITY

Section 3.1 UNION STEWARDS AND REPRESENTATIVES The Union shall inform the Employer in writing of the names and phone numbers of its officers, Union Representatives and stewards who represent the Union. Only those persons so designated will be accepted by the Employer as representatives of the Union.

Section 3.2 UNION REPRESENTATIVES The Union Representative shall be allowed admission to the Employer's premises at any reasonable office hour, and the Union Representative will first make his or her presence known to the Care Center Administrator or her/his designee.

Section 3.2(a) ACCESS TO INFORMATION If the Union Representative desires access to any records of the Employer for the purpose of investigating conditions related to this Agreement, the Union Representative shall first give the Care Center Administrator or her/his designee reasonable notice of this desire. In no event shall the Union Representative or other representative of the Union have access to any Resident Medical Records, unless written authorization is first given by the Resident or Resident Representative, to the appropriate administrative staff designated by the Care Center Administrator or her/his designee. In such cases, the parties will discuss appropriate confidentiality measures. Nothing herein shall be construed in a manner that would prevent the union from executing its statutory Duty of Fair Representation. The Union and the Employer agree that any information including witness statements, legal theory, precedent or other matters to be introduced at arbitration shall be disclosed to the other party no later than thirty (30) working days prior to any arbitration hearing and if not so disclosed shall be barred from introduction at any arbitration hearing. The Union and the Employer agree to discuss and make arrangements for interviews with any witnesses, including residents, whose testimony is used as grounds for discipline or termination. These interviews must happen in a timely manner in order to avoid the loss of access to witnesses. In instances where residents are to be interviewed, the resident must first agree to be identified and interviewed. All requests for resident interviews must be in writing and include the list of questions to be asked. The Care Center Administrator and/or Director of

Nursing Services must also be present with the Union Representative or Steward at any interview with residents of the facility. The Union Representative or attorney may review individual personnel files if the material is relevant to processing the grievance, but shall reach mutual agreement with the Care Center Administrator about protecting employee confidentiality prior to receiving material from the files.

Section 3.3 NON-DISCRIMINATION The Employer shall not discriminate in any way against any employee for Union activity, but such activity shall not be carried on during working time, except as specifically allowed by provisions of this Agreement or by Management.

Section 3.4 UNION STEWARDS The Employer shall recognize the employee designated by the Union as the Union Steward. The Steward, upon notifying his or her supervisor, may investigate all employee complaints. Stewards are not paid by the Employer for time spent on Union activity except for reasonable time spent on grievance calls to the Union office and meetings set by the Employer during work hours. Grievance calls shall be brief and shall not disrupt normal work or take precedence over patient care. The steward shall be paid for time representing members in grievances and Weingarten meetings called by management during the steward's work time.

Section 3.5 UNION COMMUNICATION The Union shall be allowed the use of bulletin board space (or an acceptable substitute) in the employee lounge for the purpose of posting Union notices relating to general Union activity. Notices shall be reviewed and approved by the Care Center Administrator or her/his designee before posting.

ARTICLE 4

MANAGEMENT OF EMPLOYER

The OPEIU recognizes the right of the Employer to operate and manage the Employer's facilities including, but not limited to, the right to establish and require fair, uniform standards of performance, to maintain order and efficiency, to direct employees, to determine the materials and equipment to be used, to implement new or different operational methods and procedures, and to determine staffing levels; provided that, such rights shall not be exercised so as to contravene or nullify any specific provisions of this Agreement or the law. Management retains all of its inherent rights except as specifically restricted by this Agreement.

ARTICLE 5

EMPLOYMENT PRACTICES

Section 5.1 JOB POSTING Notice of all job vacancies within the bargaining unit shall be posted for at least three (3) days on bulletin boards of the Employer located in the Sea Mar Community Care Center building before outside advertising and shall remain posted until the job is filled. Posted job descriptions shall be in writing using a standardized format that encourages protected class individuals to apply. During the three (3) day period, applications will be accepted from bargaining unit employees only. The Employer shall not be denied the right to fill positions with an individual from outside sources or other internal sources once the

provisions of Section 5.1 have been fulfilled and management has determined the unit employees who have made application through the job posting procedure are not qualified for the position. The Employer is committed to upgrading and promoting current employees where appropriate. The Employer shall be the judge of employee qualification except that the Union may challenge the decision through the grievance procedure.

Section 5.1(a) REJECTED APPLICANTS A bargaining unit employee who applies for a position and is not selected for an interview, or is selected for an interview but not hired for the position, will be notified by the Employer the reason the employee was not selected.

Section 5.2 INCIDENT CHARGES The Employer will pay charges incident to the hiring of employees which are incurred due to the requirements of the Employer. Excepted herein are: Union fees and dues; any government taxes or assessments which are levied against the employees; expenses related to obtaining appropriate educational or professional credentials, except those relating to bargaining unit jobs for which employees are originally hired; relocation costs incurred; or charges related to securing transportation, such as the acquisition of an automobile or personal auto insurance.

Section 5.3 SCHEDULE PREFERENCE At the time of hire, the employee shall designate on a written form provided by the Employer the employee's preferences regarding the number of days of service per week, hours per day, shift desired (day, evening or night), and temporary assignments. No changes to the schedule may be made by the employer without two (2) weeks written notice except in cases of unexpected urgent need for coverage. Schedule changes may also be made without a two weeks notice when mutually agreed by employee and Employer. In filling vacancies, the Employer shall make a good faith effort to schedule the employee's hours pursuant to the employee's seniority and schedule preferences, along with consideration of resident and organizational needs. However, where an employee was specifically hired to serve certain scheduling needs, such needs of the Employer shall be observed before consideration of the employee's schedule preference. Employees will be given as much advance notice as possible when resident and organizational needs necessitate a schedule change.

Section 5.4 PROBATIONARY PERIOD Regular full-time and regular part-time employees shall be hired on a probationary period for the first sixty (60) days worked for full-time employees and ninety (90) calendar days for part-time employees commencing from the effective date of employment. Termination or discipline of employees who have not served to completion their probationary period will not be subject to review by the Union or eligible for processing through the grievance procedure. Benefits provided herein will accrue during the probationary period. If an employee's performance does not meet standard, the Employer, at its discretion may extend the probationary period not to exceed an additional twenty-two (22) working days for full-time and forty-five (45) calendar days for part-time employees.

Section 5.5 PROGRESSIVE DISCIPLINE The Employer shall use a uniform, progressive discipline system which shall include documented verbal counseling, written counseling, written reprimand, probation and/or suspensions up to and including termination period. No employee shall be unjustly disciplined or discharged. Just cause for discipline or discharge shall include, but is not limited to, those grounds stated in the Employer's Personnel Policies

100.16 and 100.17. Upon termination, an employee, upon request, shall receive a written notice from the Employer stating the cause of termination.

Employees shall be given an opportunity to read, sign and answer all letters of disciplinary actions before placement of such material into their personnel file. Disciplinary actions shall be issued in private. Supervisors should inform the employee that a warning is being given. Copies of these notices shall be given to the employee at the time that formal disciplinary action is taken. The employee shall be requested to sign the written disciplinary action notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action taken. Employees shall have the right to review and comment on disciplinary actions in their personnel file. The employee has the right and responsibility to notify the Union of all disciplinary actions. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall not be used against the employee in any future disciplinary action. A disciplinary action notice shall be deemed too old for purposes of progressive disciplinary action after twenty-four (24) months from the date that such notice is placed in the employee's personnel file.

Section 5.5(a) The Union and the Employer recognize that certain conduct by employees may warrant immediate suspension or termination without resort to progressive discipline. The principles of just cause and the grievance procedure shall apply at all levels of discipline for employees who have completed their probationary period.

Section 5.6 PERSONNEL FILES An employee may examine, with appropriate supervision his or her personnel file during normal business hours with forty-eight (48) hour advance notice given to the employer.

Section 5.7 EMPLOYEE RIGHTS An employee may have a Union Representative or Shop Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. The exercise of this right may not prevent the Employer from carrying out actions, which need to be taken immediately due to agency legal or contractual requirements.

Section 5.8 NOTICE OF TERMINATION A two (2) week notice of termination or two (2) weeks' pay in lieu thereof shall be given in releasing a regular employee from employment. Two (2) weeks' notice will be given whenever possible. However, no advance notice or pay need be given in the case of just cause for immediate termination as specified in Section 5.5(a). Employees are to give two (2) weeks notice of resignation.

Section 5.9 PROMOTIONS Promotions shall be made on the basis of seniority, qualifications and business reasons. In the event that two or more employees have the same relative qualifications based on the needs of the position, preference shall be given to the employee with the greatest seniority. An employee promoted to a higher position shall be placed at the same increment step in the new position as that held by the employee in his or

her former position and receive such pay rate immediately. A promoted employee shall be placed on a trial period of the first sixty (60) working days for full-time employees or ninety (90) calendar days for part-time employees after the promotion. In the event the employee does not successfully pass the trial period, the employee shall be returned to his or her former or similar vacant position at his or her former pay prior to promotion without any loss of seniority. The Employer shall be the judge of employee qualifications.

Section 5.10 EMPLOYER POLICIES To the extent that the Employer's regularly adopted Personnel Policies are not in conflict with this Agreement, such Personnel Policies will be the working policies governing employees. Where a conflict exists, this Agreement shall prevail unless otherwise agreed to by the Union. If the Employer wishes to establish new personnel policies or to change existing personnel policies during the term of this Agreement, the Employer shall provide such new policies or changes to policies to the Union Representative fourteen (14) days prior to the effective date of such new policies or changes; however, if any new or changed personnel policy is adopted for immediate implementation, then the Employer shall provide notice of such new or changed policy as soon as practicable. The Union shall retain the right to grieve or negotiate over policies which are in violation of this Agreement or which affect mandatory subjects of bargaining.

Section 5.11 PERFORMANCE EVALUATIONS Each employee shall receive a written performance evaluation within two (2) weeks of the end of the probationary period and annually during the month of January for the previous calendar year. The employee shall be given the opportunity to read the evaluation and attach their own comments before placement in their personnel file. Performance evaluations will be utilized to evaluate the performance of an employee but shall not be used as a means to disciplinary action.

ARTICLE 6

SENIORITY

Section 6.1 APPLICATIONS Seniority shall be calculated from the most recent date of employment as defined in Section 2.2. Seniority shall be observed in promotions, layoffs, recall and vacation preference. Seniority shall also be observed along with consideration of valid business needs in transfers, shift changes, assignment of overtime and assignment of additional hours.

Section 6.1(a) SENIORITY FOR ON-CALL EMPLOYEES On-call employees who are hired as regular employees will have their seniority based on the total hours worked as an on-call employee, relative to a full-time equivalent (2080).

Section 6.2 LOSS OF SENIORITY An employee shall lose his or her seniority rights for any of the following reasons: voluntary termination, discharge for cause, failure to report availability to work during layoff or failure to report back to work after layoff within five (5) working days after notification to report back to work unless mutually agreed. Medical leave of absence up to six (6) months or inability to return to work due to an injury on the job at Sea Mar for up to one (1) year shall not cause loss of seniority. Seniority shall be maintained but not increased during such leave. If an employee is on leave for more than three (3) months,

return to work shall occur when a position becomes available. For vacation and holiday leave, seniority shall not take precedence unless the employee has been back to work for at least six (6) months. Notification to report back to work shall be sent by certified mail, return receipt requested, to the employee's last known address. Attempted delivery by the U. S. Postal Service shall constitute delivery.

Section 6.3 LAYOFF PROCEDURE When a permanent or prolonged reduction in the number of employees is required in any job classification, the Employer will first seek volunteers. If there are an insufficient number of volunteers, layoffs will be made on the basis of least seniority, qualifications and business reasons. Laid off employees shall have the opportunity to apply for and be interviewed for any open position at the Sea Mar Cannon House or Sea Mar Community Health Centers for which they are qualified before the Employer seeks applicants from the open market. The Employer shall be the judge of employee qualifications except that the Union may challenge the decision through the grievance procedure.

Section 6.3(a) Upon completion of their first year of employment, a laid off employee shall be entitled to a severance package consisting of outplacement time. Employees shall be entitled to sixteen (16) hours of paid time to participate in any of the following outplacement activities during their thirty (30) day notice of layoff period:

- 1) Attend a State, County and/or mutually agreed upon job transition job counseling program.
- 2) Engage in job search efforts including job interviews.
- 3) All such activities shall be scheduled with the approval of the affected employee's supervisor.

This shall be in addition to any accrued Paid Time Off the employee may be entitled to. Upon employee request, the Employer shall provide a letter of reference indicating that the employee was laid off for economic and not performance issues.

Employees with five (5) or more complete years of service will receive one (1) week of severance pay, pro-rated to the employee's FTE and rate of pay at the time of lay-off except in the case where the organization makes the decision to no longer provide skilled nursing services at the Community Care Center, in which case no severance pay will be paid out to any employee.

Section 6.4 NOTICE OF LAYOFF Affected employees and the Union will be given at least thirty (30) days' advanced notice of layoff, unless there is an immediate governmental mandate of program closure or stoppage of service. At the discretion of the Employer, the Employer may pay the affected employee thirty (30) days' pay in lieu of advanced notice of layoff (pro-rated for part-time employees), or portions thereof. Any applicable benefits – including Employer provided health care coverage, shall remain in effect during this advanced notice period regardless of an employee receiving pay in lieu of notice.

At least one week following notification of layoff(s), the Union will be provided with the necessary

data to assess the impact, including:

- (a) a summary of the layoff(s);
- (b) the implementation date of layoff(s);
- (c) a description of the FTE(s) to be reduced or eliminated including work location and manager;
- (d) the names and FTE of the employees in the impacted classification(s) and the seniority roster of each impacted classification;
- (e) the positions, classifications that will be remaining after the layoff(s) are implemented, including the FTE and shift hours of each position.

Section 6.5 RECALL FROM LAYOFF When an employee is laid off, seniority shall continue for a period of twelve (12) months. To remain eligible for recall from layoff, the employee must contact the Vice President of Long Term Care or designee once a month to advise the Employer of the employee's availability for work. Failure to so report breaks seniority. Preferences of employees may only be exercised for vacant positions. Where qualifications are a factor the Employer shall be the judge of employee qualifications. The Employer, upon rehiring, shall do so in the order of seniority. The last employee laid off shall be first rehired; provided that, such employee is qualified for the position for which the Employer is rehiring. The Employer shall not hire from the open market if employees on the recall list, who are qualified to perform the duties of the position, are ready, willing and able to be re-employed at the time of the Employer's need.

ARTICLE 7

EMPLOYEE CLASSIFICATION

Section 7.1 REGULAR FULL-TIME EMPLOYEES A regular full-time employee is one who normally works a regular continuing schedule of thirty (30) to forty (40) hours per week, and shall be entitled to benefits under the terms of this Agreement accrued from initial start date. Employees who work 30-39 hours per week are entitled to prorated vacation, sick and holiday benefits.

Section 7.2 REGULAR PART-TIME EMPLOYEES A regular part-time employee is one who normally works a regular continuing schedule of less than thirty (30) hours per week. Regular part-time employees are not entitled to benefits except as defined by the City of Seattle Paid Sick and Safe Time (PSST) Ordinance.

Section 7.3 REGULAR ON-CALL EMPLOYEES An on-call employee is one who works on an intermittent basis throughout the year to cover workload fluctuations or employee absences. On-call employees may work on an indefinite intermittent basis but will not be used regularly to fill a regular position. On-call employees are not eligible for benefits. RN, LPN and NAC on-call employees shall receive an on-call differential in lieu of benefits as provided in Exhibit "A." On-call employees shall be given consideration over new hires in application for regular hours.

Effective upon ratification of this Agreement, on-call employees who have worked at least 260 hours of service at Sea Mar shall be subject to all provisions of this Agreement including union security.

Those on-call/per diem employees who have worked 260 in the previous 12 months will be eligible to receive the same COLA increase that regular full-time employees receive, if a COLA has been approved for regular full-time employees. On-call employees who have not yet reached 260 hours of service at Sea Mar shall not be covered by this Agreement and shall remain at their current wage rate.

If a regular full time or part time employee who has worked 18 months, resigns his/her position and is subsequently rehired as on-call staff, Union membership shall resume upon working 260 on-call hours.

Section 7.4(a) TEMPORARY EMPLOYEE A temporary employee is one who is hired for a defined period of time not to exceed three (3) months to meet the Employer's workforce needs caused by a regular employee's use of leave time as provided for in Articles 8, 9 and 10 herein. If the employee's leave is extended beyond three (3) months, the temporary position may be extended for the time of the leave. If the Employer determines that the temporary job is to become a regular position, that position will be subject to the posting requirement of Article 5 and seniority provisions of Article 6.

Section 7.4(b) The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular employees or avoiding filling full-time or regular part-time positions. Bargaining unit employees shall have first right of refusal of overtime work if regular part-time or on-call employees are not available.

Section 7.5 PROBATIONARY EMPLOYEE A probationary employee is one who has been employed less than sixty (60) working days for full-time employees and ninety (90) calendar days for part-time employees from the initial work date. Probationary employees shall be entitled to all benefits under this Agreement accrued from initial work date, but the Union shall not have the right to represent employees in disciplinary action or termination during probation. A probationary employee shall be allowed to use accrued PTO for hardships or extenuating circumstances with approval of the Executive Director or his/her designee.

Section 7.6 LEAD EMPLOYEE Leads are assigned by management and are able to explain or perform all duties and responsibilities of the employees they lead. In addition to performing all the duties required by the job description appropriate to their department and classification, leads may be required to:

- (a) Serve as a resource person or problem solver for other employees within the department.
- (b) Monitor the workflow, prioritize and direct activities of other employees within the department, assisting with scheduling, including same day scheduling and coverage, and task assignment.

- (c) Leads do not exercise authority regarding hiring, firing, promotion, demotion, discipline or discharge either directly or through recommendation.
- (d) Leads may independently run a small unit or function, such as the Beauty Shop, where they are responsible for scheduling clients, controlling inventory and equipment, and ensuring that all aspects of the independent unit run smoothly.

ARTICLE 8

PAID TIME OFF

Section 8.1 PTO PAID TIME OFF Paid Time Off (PTO) is intended to provide employees with the paid time to cover needs for vacation, personal and family illness in addition to other uses. Employees are encouraged to use such time on a scheduled basis.

Section 8.1(a) PTO ACCRUAL Paid time off benefits will be paid out as follows:

Permanent full-time employees will earn paid time off the rate of fifteen (15) days (120 hours) per year, accruing from the first day of initial work. Permanent employees who work thirty (30) to forty (40) hours per week are entitled to prorated paid time-off benefits.

Employees shall not be allowed to take paid time off during the probationary period unless authorized by the Chief Executive Officer.

Beginning with the fourth (4th) anniversary of regular employment, employees shall earn paid time off at the rate of eighteen (18) days (144 hours) per year.

Beginning with the sixth (6th) anniversary of regular employment, employees shall earn paid time off at the rate of twenty (20) days (160 hours) per year.

Because employees are encouraged to use paid time-off for regular and needed vacations, employees may not accrue more than 336 hours of unused paid time-off at any time.

Section 8.2 VACATION POSTING PERIOD Vacations shall be scheduled by seniority within a department when requested during the selection period of January 1 and February 28. All vacation requests must be made no later than February 28 of each year for the vacation period of March 15 through March 14 of the following year and will be scheduled at a mutually agreeable time between the employee and the Administrator and/or his/her designee. Thanksgiving and Christmas vacations are granted on a rotating basis when two or more employees within a department select the same days off. The Employer will respond to all vacation requests submitted within the vacation selection period. For vacation requests submitted for March and April, the Employer will respond by March 15. For vacations requested from May through March 14, the Employer will respond by April 1. Once a vacation is scheduled, a more senior employee may not bump a less senior employee.

Section 8.2(a) SEATTLE PAID SICK AND SAFE TIME ORDINANCE (PSST) Employees who work less than thirty (30) hours will accrue one (1) sick/safe hour for every forty (40) hours

worked not to exceed 56 hours per calendar year in accordance with the Seattle Paid Sick and Safe Time Ordinance (PSST). Accrual will begin after the employee has completed 240 hours of work each calendar year. Employees may use PSST after the 180th calendar day from their start date. PSST can be used in one (1) hour increments. Employees may not accrue or carry over more than 56 hours of unused (PSST) in any calendar year. Employer will abide by all provisions of the Seattle Paid Sick and Safe Time Ordinance (PSST).

Section 8.3 VACATION REQUESTS OUTSIDE OF THE POSTING PERIOD Employees who fail to register their vacation during the selection period recognize that their request will be taken on a first come first served basis. The Employer will respond to vacation requests after the posting period within ten (10) working days from the date the request was received by the supervisor. The Employer will respond to requests to use PTO for medical/dental appointments within five (5) working days of receiving the request.

Section 8.4 PAID TIME OFF PAY Paid Time Off pay shall be in the amount which the employee would have earned had he/she worked regular straight-time hours during the period at his/her regular rate of pay on his/her regularly assigned shift. Paid Time Off pay shall be paid to employees at the same time and manner as the pay which the employee would receive for his/her regularly scheduled pay period. All benefits will accrue as if the employee had worked his/her regular straight time hours during the period at his/her regular rate of pay on his/her regular assigned shift. No benefits will accrue during any unpaid time off.

Section 8.5 PAID TIME OFF CASH OUT Upon termination for any reason, payment to the employee of earned, but unused, paid time off will coincide with regular organizational pay cycles for the number of hours per cycle. Complete payment of unused paid time off may entail more than one pay cycle until all paid time off is paid out.

Section 8.6 HOLIDAYS If a paid holiday observed by Sea Mar Community Care Center falls within an employee's vacation period, it is not counted as a PTO day.

ARTICLE 9

LONG TERM ILLNESS OR DISABILITY

Section 9.1 LONG TERM ILLNESS OR DISABILITY Employees who have been disabled due to an illness or injury will be entitled to the use of accumulated PTO benefits even though there is a good probability they will never be able to return to work; provided that, the employee furnishes a physician's statement indicating that the employee is unable to meet job requirements due to medical conditions.

Section 9.2 INDUSTRIAL COMPENSATION Employees may receive accrued PTO pay in addition to industrial compensation simultaneously while recuperating from an illness up to a maximum of their normal salary.

Section 9.3 NOTIFICATION OF SICK LEAVE USE Each employee is responsible for personally talking to their immediate supervisor to notify that person when he/she is unable to report to work due to illness, no later than two (2) hours prior to their start time. It is the

supervisor's responsibility to ensure that all employees under his/her supervision have access to his/her telephone and/or pager number.

Section 9.4 DOCUMENTATION OF SICK LEAVE USE The Employer may request reasonable proof of illness or injury after three (3) consecutive days or more of unscheduled absences. The Employer cannot require statements regarding the nature of the illness or other private medical information unless Family Medical Leave Act, WA State Family Leave Act, WA State Family Care Act, or Americans with Disabilities Act apply and permit such inquires. The Employer may inquire as to the length of sick leave needed, and if there is anything that prevents the Employee from performing their duties. The Employer may require documented justification for any requested change in duties or hours worked. In the event an Employee establishes a pattern of sick leave use which indicates abuse of sick leave, the Employer may request reasonable proof of illness or injury before approving sick leave. Proven abuse of sick leave may be grounds for discipline. Sick leave the day before a holiday, on the holiday, or after a holiday or vacation shall not be denied if a doctor's note is provided indicating the Employee was ill, or if there is a record of the employee's contact with the health clinic. Employees who report they are too sick to work but are observed engaging in conduct equivalent to work shall be disciplined up to and including immediate termination.

ARTICLE 10

HOLIDAYS

Section 10.1 HOLIDAYS OBSERVED After completion of their probationary period, all regular full-time employees who work forty (40) hours per week shall be eligible for ten (10) paid holidays per calendar year. Regular part-time employees who work 30-39 hours per week shall be eligible for holiday time prorated to their average number of hours worked per week. If the holiday falls on the employee's regular day off, the employee may request and shall be granted either the extra day's pay or a comp day off within thirty (30) days or when mutually agreed on by the Employer and employee.

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Cinco de Mayo	Day Before or After Thanksgiving*
Memorial Day	Day Before or After Christmas*
Fourth of July	Christmas Day

*One (1) day only. At the employee's option consistent with the following. The Employer will make a reasonable effort to grant employees' choice of holiday off. If scheduling cannot be arranged to grant all employees' requests for holidays off, a rotation of holidays will be arranged for employees who are required to work on a holiday.

Section 10.2 HOLIDAYS DURING WEEKENDS OR VACATION If the holiday falls on a Saturday, it shall be observed the preceding Friday. If it falls on a Sunday, it shall be observed the following Monday. If the holiday falls during an employee's vacation, the employee shall receive holiday pay instead of PTO pay.

Section 10.3 PAY FOR AUTHORIZED WORK ON A HOLIDAY If an employee is scheduled to work on a holiday defined in Section 10.1 and Section 10.2, she/he shall receive pay at the employee's regular rate of pay for hours worked and shall in addition receive holiday pay.

Section 10.4 RECOGNITION OF ALTERNATE HOLIDAYS An employee may trade off any of the holidays granted in Section 10.1 for another recognized holiday that is more important to the employee's personal belief system; i.e., Yom Kippur, Easter, etc., by giving the Employer at least two weeks' advance notice and provided coverage can be obtained by the scheduler.

ARTICLE 11

LEAVE OF ABSENCE

Section 11.1(a) BEREAVEMENT LEAVE The Employer agrees to provide three (3) days of bereavement leave for those employees suffering a death of an immediate family member. Immediate family member is defined as mother, father, siblings, spouse, domestic partner, grandparents, grandchildren, children, current-in-laws and current-stepfamily members. One (1) additional day off without pay will be granted when an employee is required to travel more than five hundred (500) miles in any one direction to attend the funeral. Domestic partner is defined as an individual who will be identified by name, not be married to anyone, is eighteen (18) years of age or older, is not related by blood closer than would be by marriage in the State of Washington, they are each other's sole domestic partner and are responsible for each other's common welfare, share the same regular and permanent residence, have a close personal relationship and share basic living expenses incurred during the domestic partnership, on such form as designated by the agency.

Section 11.1(b) For the bereavement leave period, the employee shall receive pay in the amount which the employee would have earned had she/he worked available regular hours during the period at his/her regular rate of pay on his/her regularly assigned shift. The Employer reserves the right to require verification of the death.

Section 11.2 LEAVE WITHOUT PAY Employees are eligible for three (3) types of leave: medical, personal and family. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous employment and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority or benefits shall not accrue during unpaid leaves of absence.

Section 11.2(a) MEDICAL LEAVES OF ABSENCE Employees will be granted a medical leave of absence for the actual period of a medically related disability. Employees will be allowed to return to work with the same rate of pay, including contractual and step increases. Employees must maintain their medical coverage at their own expense during their leave unless the leave is covered by the Family Medical Leave Act, in which case coverage shall be maintained at the same level and conditions of coverage that would have been provided had the employee not taken leave, with payments for coverage to remain the same prior to the employee taking leave. Employees will need to make arrangements for self-payment of

insurance coverage after the three (3) month period of time.

Section 11.2(b) PERSONAL LEAVE OF ABSENCE Employees may be permitted by the Vice President of Long Term Care to take an unpaid leave of absence for personal reasons; provided that, the leave is requested in advance. Personal leaves cannot exceed six (6) months. During this period, employees will be allowed to return to the same or comparable position with the same rate of pay, including contractual and step increases provided the leave does not exceed six (6) months.

Section 11.2(c) FEDERAL FAMILY AND MEDICAL LEAVE ACT Employees who have worked more than 1250 hours in the previous twelve (12) months may request up to twelve (12) weeks unpaid leave in accordance with Sea Mar's Policy for:

- 1) The birth, adoption or placement of a foster child;
- 2) Care for a child of an employee with a health condition that requires treatment or supervision;
- 3) Care for a spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition; or
- 4) Employee's own serious illness.

Employees may obtain the FMLA certification paperwork from the Sea Mar Human Resources Department. For scheduling purposes employees must inform their supervisor of their intent to seek FMLA, but not their reason for requesting Family Medical Leave except as permitted by law. Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or equivalent job at the same rate of pay, with no loss or gain of seniority. During the period of Family Leave, the Employer shall continue to provide the same medical benefits for up to three (3) months to an employee who is receiving such benefits at the beginning of their leave. An employee may use accrued PTO pay for which the employee is eligible during family leave. Employees will use all accrued PTO until their bank reaches 40 hours at which time they may elect to take leave without pay for the remainder of the leave for which the employee is eligible. Following the initial three (3) months of leave, the Employer will discontinue paying for the employee's health benefits and the employee shall make arrangements for self-pay of health insurance or the insurance will lapse. There shall be no accrual of other benefits, including paid-time-off, during leave.

Section 11.2(d) The Employer and Union agree to abide by all applicable Federal, State and Municipal laws.

Section 11.3 JURY DUTY Employees will be permitted to take leave when called for jury duty. They may use accrued vacation leave or take leave without pay for time they are away from their job.

Section 11.4 UNION LEAVE A leave of absence without pay shall be granted upon request of any employee on the active payroll, in case she/he is appointed or selected to a full-time Union position or a delegate to a Union convention or training for the period necessary to fill such position. If the leave is granted to accept a full-time position with the Union, reinstatement will be made to his or her former position provided that an appropriate job

opening exists. The continuous employment and seniority status of the employee shall not be affected or interrupted as a result of such leave; provided that, seniority shall not accrue during such leave of absence. Request for union leave of more than five (5) days must be made four (4) weeks in advance or one (1) week in advance for five (5) days or less.

ARTICLE 12

SYSTEM OR REGULATIONS CHANGES AND TRAINING

Section 12.1 SYSTEMS CHANGES In cases where positions are abolished because of regulation or systems changes, the Employer shall make reasonable good faith efforts to transfer employees to comparable jobs, provided the employees are qualified for such jobs and provided that such jobs are available in accordance with the principles of Article 6, Seniority. If the Employer's resources permit, the Employer shall give consideration to providing reasonable training to present employees to perform new duties or a higher level of skills required by regulations changes.

Section 12.2 POSTING FOR NEWLY CREATED POSITIONS In the event changes in law, regulations or systems create new jobs, those jobs will be offered to employees within the collective bargaining unit with appropriate consideration for employee qualifications and seniority in accordance with Article 6, Seniority. However, the Employer shall not be precluded from simultaneously recruiting from the open market. Where a present employee and an outside applicant have, in the opinion of management, relatively equal qualifications for the job, preference shall be given to the present employee. Where two present employees are equally qualified for the job, in the opinion of management, preference shall be given to the senior employee.

Section 12.3 TRAINING In the event training programs are necessary for employees to qualify for jobs created as a result of regulations or systems changes, the Employer shall make reasonable accommodations to permit employees to obtain such training. If the Employer deems its resources permit, the Employer shall make a good faith effort to provide such training to employees to the extent as is reasonable. Employees to be displaced will be covered in Section 6.3.

Section 12.3(a) The Employer shall pay its employees for time spent in Employer required and scheduled in-service training sessions. In-service training sessions are training sessions for the employee's current job position. Employees who wish to upgrade their skills for higher classification may attend training sessions without pay; provided that, slots are available.

Section 12.3(b) Employees who wish to upgrade their skills may, with Care Center Administrator approval attend training sessions without pay; provided that, slots are available. Completion of training does not assure a higher classification.

Section 12.4 EDUCATION AND TRAINING COMMITTEE A committee not to exceed four (4) members comprised of an equal number of representatives appointed by the Employer and the Union, shall meet at mutually convenient times and places to consider and discuss procedures for the education, training and advancement of employees. Such committee may

also be the Health and Safety Committee. The committee shall be advisory.

ARTICLE 13

HOURS OF WORK

Section 13.1(a) WORKDAY The standard workday shall consist of eight (8) hours of work to be completed within eight and one-half (8½) or nine (9) consecutive hours. “Standard workday” does not preclude workdays such as 10-hour days. Based on organizational/resident needs flexible work schedules may be implemented, provided the Employer works with employees impacted to prevent personal hardships in scheduling.

Section 13.1(b) SPLIT SHIFTS Split shifts will be implemented only when organizational/residents needs require it. The Employer will make every reasonable effort to plan in advance for implementation of new split shifts to avoid requiring an employee who was not hired specifically to work a split shift to take a split shift. If a split shift becomes necessary, it will first be offered to the bargaining unit members by seniority. The most senior employee may choose to work the split shift or decline. If there are no volunteers for the split shift it will be assigned in reverse seniority. The impacted employee will be given three (3) weeks written notice. Employee requests for split shifts must be submitted to Care Center Administrator for review. The Care Center Administrator will review and approve or deny the request within two (2) weeks from the time received. Requests for split shifts must not disrupt regular schedules of other employees.

Section 13.1(c) WORKWEEK A normal workweek shall consist of forty (40) hours of work within a seven (7) day workweek. When a five (5) day work schedule is utilized in keeping with organizational/resident needs, five (5) consecutive workdays will be assigned by qualifications and seniority. Senior employees may request a five (5) consecutive day week only when vacancies or new positions occur.

Section 13.2 OVERTIME & REQUEST FOR ADDITIONAL HOURS Overtime shall be compensated at the rate of one and one-half (1½) times the straight-time hourly rate of pay for all time worked beyond the normal forty (40) hour workweek. Overtime will be offered when no employees are available to work the hours at straight time. All overtime must be pre-approved by the immediate supervisor. If the immediate supervisor is not available, overtime must be pre-approved by the direct supervisor’s designee or other appropriate available supervisory staff. The Employer recognizes there may be situations beyond the employees’ control where pre-approval to work overtime may not be possible. Overtime will be offered to regular employees who have requested overtime by seniority. It is the responsibility of the employee to request additional hours in writing to the DNS for the Nursing Department or the department supervisor for all other departments by the 5th day of the month for additional hours for the following month.

Section 13.2(a) Workload fluctuations, which include vacations, sick leave, bereavement leave, etc., will be covered by on-call employees not to exceed forty (40) hours per week provided no regular employee working under forty (40) hours per week has requested to increase his/her hours.

Section 13.2(b) When all other considerations are equal, preference shall be given to extending the hours of current employees working less than forty (40) hours per week over hiring new employees. All additional hours will first be offered to current employees working less than forty (40) hours per week and then on-call employees by seniority up to forty (40) hours a week. It is the responsibility of the employee to request additional hours in writing to the DNS for the Nursing Department or the department supervisor for all other departments by the 5th day of the month for additional hours for the following month.

Section 13.3 WORKWEEK For the purpose of administration of this Article, the seven (7) day period shall begin at 12:01 a.m. on Sunday and end at 12 midnight on Saturday. The description of the “normal” workweek shall not be a guarantee of any minimum hours of work.

Section 13.4 REST BREAKS Employees shall have fifteen(15) minutes for break time for every four hours of work. Such rest periods shall be taken on an uninterrupted basis as nearly as practical during the middle of each four-hour period of work. The parties agree it is the Employer’s responsibility to provide for breaks. It is the employee’s responsibility to take their break and to notify supervisor if they are unable to take their break/s.

Section 13.5 MEAL PERIODS Meal periods shall not be compensable. Employees will not be required to take their meal period until at least three (3) hours after starting work, nor less than three (3) hours before quitting time. The established meal period shall be one-half hour uninterrupted rest period. In case of an emergency situation, the meal period may be taken at a different time. Meal times may be “traded” between staff only with prior permission of the supervisor.

Section 13.6 TWO DAYS OFF The Employer will schedule regular and part-time employees at least two (2) consecutive days off in a seven (7) day period. Employee requests for split days off will be reviewed and approved/disapproved by the supervisor on an individual basis.

Section 13.7 REST BETWEEN SHIFTS The Employer shall make every reasonable attempt to provide twelve (12) hours off between scheduled shifts.

Section 13.8 MONTHLY WORK SCHEDULE The monthly work schedule shall be posted no later than the 15th of the preceding month. Except as provided under Section 5.3, no changes to the schedule may be made without a two (2) week written notice given to the employee(s).

Section 13.9 SUPERVISOR AVAILABILITY The Employer will ensure that a supervisor is available for consultation either in person or by phone at all times when a bargaining unit employee is scheduled to work.

Section 13.10 MINIMUM SCHEDULED TIME No employee shall be scheduled for less than two (2) consecutive hours per workday.

ARTICLE 14

HEALTH AND WELFARE

Section 14.1 WORKERS' COMPENSATION All employees shall be covered under the Washington State Industrial Insurance Act.

Section 14.2 INSURANCE The Employer agrees to provide medical, dental and vision insurance at levels equivalent to the Sea Mar Plan in effect October 2001. Employee eligibility for coverage is specified in the Plan Documents Policy. The Employer shall pay one hundred percent (100%) of the premium for regular employees who work thirty (30) hours or more a week, and fifty percent (50%) of the premium for eligible dependent coverage. Eligibility is specified in the Plan Documents.

Section 14.3 EMPLOYEES NOT COVERED BY INSURANCE Employees not eligible for health and dental benefits under Section 14.2 may obtain medical and dental services at Sea Mar Community Health Centers. Charges will be based using the federal sliding fee scale.

Section 14.4 COVERAGE AFTER TERMINATION Employees who terminate their employment at the Sea Mar Care Center will be eligible for continued health insurance coverage for the entire month providing they work at least the first working day of the month and give two (2) weeks' notice of resignation. PTO time shall not constitute notice. This Section does not apply to employees terminated for just cause as defined by Policy 100.17.

Section 14.5 ENROLLING NEW DEPENDENTS Employees who acquire new dependents through marriage, birth or adoption, must complete and submit to the Department of Human Resources an enrollment application form within thirty (30) days of the date of marriage, birth or adoption. If this form is not submitted within the specified time period, the dependents will be required to wait until the next "open enrollment period" before they are eligible to enroll.

ARTICLE 15

ITEMIZED DEDUCTIONS AND METHOD OF PAYMENT OF WAGES

Section 15.1 PAYCHECKS All wages shall be paid bi-weekly via Electronic Funds Transfer or Pay Card. An itemized statement of payroll deductions, the hourly rate of pay, PTO accrued and hours worked in each pay classification, will be sent via U.S. Mail to the employees' address on record with Payroll. A new employee may be issued a payroll check on the first payday following their date of employment while set up of electronic funds transfer is being completed and tested. Late submission of hours worked, missing hours and approved payroll advance may also be paid via payroll check. All payroll checks will be mailed on payday or on the date the check issued in the case of missing hours or payroll errors.

Section 15.2 CHECKS NOT ISSUED/OVERPAYMENT In the event that a paycheck was not issued or incorrectly issued due to the fault of the Employer, within two (2) days from receipt of evidence establishing such fault, the Employer shall issue a check. The employee will notify the Employer immediately when the employee becomes aware of overpayment. A

repayment plan will be developed by the Employer.

Section 15.3 VOLUNTARY DEDUCTIONS Payroll deductions, other than those mandated by law, shall be allowed if mutually agreed to by the employee and the Employer. Any change in voluntary payroll deductions, once started, shall be mutually agreed to by both parties.

Section 15.4 PTO BALANCE An employee's current balance of PTO shall be reflected on each regular paycheck.

ARTICLE 16

SALARY AND OTHER COMPENSATION

Section 16.1(a) Effective October 2, 2016, the wages specified in the attached Exhibit "A", Exhibit "B" and Exhibit "C" shall be the basic minimum hourly rates for all newly hired employees covered by this Agreement.

Section 16.1(b) WAGE INCREASES:

Effective October 2, 2016, all current employees listed on Exhibits "A", "B" and "C" will receive a two percent (2%) wage increase.

Effective January 1, 2017, all current employees earning less than \$13.50 per hour will receive a wage increase to \$13.50 per hour.

Effective October 1, 2017, all current employees listed on Exhibits "A", "B", and "C" will receive a two percent (2%) wage increase.

Effective January 1, 2018 all current employees earning less than \$15.00 per hour will receive a wage increase to \$15.00 per hour.

Effective October 1, 2018, all current employees listed on Exhibits "A", "B", and "C" will receive a two percent (2%) wage increase.

All Regular On-Call/Per Diem will advance as defined in Section 7.3 of this agreement. On-call/per diem employees will receive a \$1.00 on-call differential.

Section 16.2 SHIFT DIFFERENTIAL Employees who are hired to work the second or evening shift shall receive twenty five cents (\$0.25) per hour shift differential in addition to their hourly rate of pay. Employees who are hired to work the third or night shift shall receive fifty cents (\$0.50) per hour shift differential in addition to their hourly rate of pay. Employees will be paid for all hours worked, both regular and overtime hours, at the rate of pay of the shift for which they were hired for. This provision is agreed upon due to the organization's payroll system not having the capacity of paying employees varying shift rates.

Section 16.3 WORK IN A HIGHER CLASSIFICATION Any employee who is required by their immediate supervisor to perform the essential duties of a higher classification for a

minimum of four (4) hours or more within a day shall be paid for the time worked in the higher classification rate of pay.

Section 16.4 REPORT PAY Employees who report for work as scheduled shall be guaranteed pay for at least two (2) hours. This provision will not apply if the employee is notified one (1) hour before the beginning of the shift to stay home.

Section 16.5 WORK ON AN UNSCHEDULED DAY Employees not on-call who are called to work on an unscheduled day shall be paid time and one-half (1½) for all hours beyond forty (40) in the week. Straight-time shall be paid for any additional hours unless overtime provisions of Section 13.2 apply.

Section 16.6(a) TRANSPORTATION REIMBURSEMENT Employees who use their own vehicles in the function of their work shall be reimbursed for mileage at \$0.48 per mile, as well as other travel related expenses (parking, toll charges). In order to receive transportation reimbursement, all costs must actually be incurred and receipts submitted for reimbursement.

Section 16.6(b) PARKING If an employee must transport a client, the Employer shall reimburse the employee for parking when no free parking is available near the destination required by the client.

Section 16.6(c) AUTO INSURANCE Employees who use their automobiles to conduct Agency business shall be expected to comply with state minimum auto insurance requirements. Additional coverage required by the Employer shall be provided by the Employer. Employees who do not comply with insurance requirements will not get paid mileage and are subject to discipline, up to and including termination for failure to inform the Employer.

Section 16.7 TRAVEL TIME Employees shall be paid for all compensable work time including travel assigned to the employee; excluding commute from or to an employee's residence.

Section 16.8 OTHER AVAILABLE BENEFITS Credit unions and other similar financial benefits available to other employees of the Care Center who are not part of the Union bargaining unit shall be available to employees who are part of the Union bargaining unit.

ARTICLE 17

RETIREMENT PLANS

Section 17.1 OPEIU SUPPLEMENTAL RETIREMENT 401K PLAN Effective upon ratification of the contract, the Employer hereby agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401(k) Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401(k) Plan. Should the plan experience changes which alter the Employer's responsibility, the parties agree to meet and bargain over the impact of those changes.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement to the Office and Professional Employees Retirement Trust, a 401(k) plan and to transmit the amounts withheld from such employees wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15th business day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401(k) plans. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely. The Employer agrees to provide employee information as may be needed by the administrator of the Office and Professional Employees Retirement Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 18

NON-DISCRIMINATION

Section 18.1 UNION ACTIVITIES The Employer shall not discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local 8.

Section 18.2 PROTECTED CATEGORIES Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, Discharge, or otherwise because of race, color, creed, national origin, gender, age, sexual orientation, genetic information, political ideology including affiliation or activity, religion, ancestry, marital status, parental status, active military service, veteran status, or mental or physical disability (subject to occupational requirements).

Section 18.3 EQUAL PAY The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail.

Section 18.4 CONFLICT WITH DISCRIMINATION LAWS If any provision of the Agreement conflicts with any applicable law prohibiting discrimination, then such law shall control and the conflicting provision of this Agreement shall be construed so as not to conflict with such law. If the conflicting provision cannot be construed without being in conflict with such law, then the conflicting provision shall be null and void. The Union and the Employer shall seek mediation through the FMCS before proceeding through the grievance procedure should any dispute arise as to whether there is a conflict between this Article and other provisions of this Agreement.

ARTICLE 19

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any

court of competent jurisdiction or through government regulations, decrees or legislation, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 20

SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, the Employer shall obtain agreement from the successor to hire at least fifty-one percent (51%) of the current bargaining unit staff and to be bound by each and every provision of this Agreement until the successor Employer and the Union negotiate to modify the terms of the Agreement.

ARTICLE 21

HEALTH AND SAFETY

Section 21.1(a) GENERAL SAFETY The Employer retains responsibility for work place health and safety and shall provide a safe and healthy work environment for all employees and shall make every effort to ensure reasonable working conditions with respect to work place sanitation, ventilation, cleanliness, light, noise levels, building security and health and safety in general. It will be the responsibility of every employee to report unsafe conditions to their supervisor. The Employer shall provide latex gloves, masks, transfer belts, plastic disposable bags for med carts and other work items necessary for health and safety. The Employer shall require appropriate training for health and safety of employees.

Section 21.1(b) PREVENTION Employees shall report unsafe or unhealthy conditions to the appropriate supervising staff. Supervisors and employees shall take any steps provided by laws or regulations to protect themselves and others from unsafe conditions.

Section 21.1(c) SAFETY LAWS The Employer shall comply with all applicable health and safety laws and regulations.

Section 21.2 INFECTIOUS DISEASES The Employer, to the extent permitted by law or regulation, shall notify employees of the existence of all chronic infectious diseases and shall advise them of proper precautions to be taken. The Employer, with knowledge of an employee exposed to a disease, will notify all employees who may have been exposed to the disease. Employees are to obey all safety requirements. All on-the-job exposure to or contracting of infectious disease is covered by Workmens' Compensation and shall be reported to the Employer as soon as known to the employee. Employees will complete the Employer required report forms.

Section 21.3 HEALTH AND SAFETY COMMITTEE A Safety Committee shall be established consisting of at least one representative of the Employer and one employee representative who shall meet at least quarterly to review safety issues and to recommend

improvements. The committee shall be advisory with rights provided in Chapter 296-24 of the Washington Administrative Code. (See also Section 12.4 Education and Training Committee.)

Section 21.4 HEALTH ACCOMMODATION In accordance with the Americans with Disabilities Act and applicable state laws on disabilities, the Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work-related assignments or by substances the employee is necessarily exposed to in the workplace. Employees must be able to perform the essential functions of the position with or without reasonable accommodation. An employee must inform the Employer at time of hire or when it becomes known to an employee that the employee needs an accommodation due to physical or mental conditions or allergic reactions in order to perform the essential functions of the position. The Employer shall not knowingly assign an employee to an assignment that will endanger the employee.

ARTICLE 22

GRIEVANCE PROCEDURE

Section 22.1 Any employee, at the employee's request, may be assisted by the Union Steward and/or the Union Representative in pursuing any grievance. Except for the initial notification by the Employer to the employee of any disciplinary action, the employee may request the presence of the Union Steward or Union Representative in any meeting or hearing with the Employer in any grievance or disciplinary proceeding in accordance with Section 5.7 of this Agreement.

Section 22.2 It is the policy of Sea Mar Community Care Center to afford each employee the opportunity to pursue a solution of job (or job related) problems that he/she feels should be corrected by management. The grievance procedure specified below shall apply to grievances by employees. The grievance procedure shall include any complaint or dispute arising between the parties to this Agreement involving the interpretation, application or claimed breach of this Agreement or the law.

Section 22.3

Step 1 - Written Submission of Grievance to the Care Center Administrator

The employee, with the employee's Shop Steward, if requested, shall contact the Care Center Administrator and shall attempt to effect a settlement of the dispute. A written presentation shall be made within ten (10) workdays following the event giving rise to the grievance. The Care Center Administrator shall, within ten (10) workdays thereafter, provide the employee with a written answer to the grievance.

The written grievance shall contain the following:

- (a) Facts on which the grievance is based.
- (b) Reference(s) to the Section(s) of the Agreement alleged to have been violated and statement of how the actions in (a) above violate the Agreement.

(c) Remedy sought.

Step 2 - Written Submission of the Grievance to Deputy Director

If the decision of the Care Center Administrator does not settle the grievance, the Union Representative or Shop Steward may, within ten (10) workdays following the receipt of the Care Center Administrator's answer in Step 1, submit the written grievance to the Deputy Director and/or his/her designee for the purpose of arranging a meeting to discuss the grievance. The written grievance shall contain the following:

- (a) Detailed facts upon which the grievance is based.
- (b) Reference(s) to the Section(s) of the Agreement alleged to have been violated and arguments as to how the actions in (a) above violate the Agreement.
- (c) The remedy sought.

The meeting shall be held within seven (7) workdays following receipt of the written grievance and shall be attended by the Union Representative or Shop Steward, employee and Deputy Director. The Deputy Director shall provide a written answer to the grievance within ten (10) workdays following the meeting.

Step 3 - Submission of the Grievance to the Executive Director

If resolution is not reached in the second step above, the Union Representative may, within ten (10) workdays following the answer given in Step 2, submit the grievance in writing to the Executive Director or his/her designee, who will meet with the employee and the Union Representative within ten (10) workdays to settle the grievance and over their signatures indicate the disposition thereof.

Section 22.4 ARBITRATION

Section 22.4(a) Should the Union or Employer remain in disagreement with the resolution after completion of the process provided in Section 22.3, the parties shall refer the matter to arbitration by a disinterested third party mutually selected by the Union and the Employer. During such proceedings, there shall be no cessation of work except for just cause.

Section 22.4(b) In the event that the Union and the Employer cannot agree upon the selection of the arbitrator fifteen (15) days from the date of the Union request for arbitration under Section 21.4, an arbitrator shall be selected as follows: The moving party shall request and pay the American Arbitration Association (AAA) to name a panel of eleven (11) Northwest arbitrators. The parties shall then choose the arbitrator by alternately striking a name from the list until one name remains, with the Union striking the first name. By mutual agreement, the matter may be referred to AAA Expedited Arbitration.

Section 22.4(c) The arbitrator selected shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. The arbitrator's award shall be final and binding upon both parties.

The arbitrator's award shall also include assessment of the arbitrator's fee against the losing party. Where there is no clear prevailing and losing party, the arbitrator shall have discretion to assess the arbitrator's fees to the parties as may be considered fair by the arbitrator. The arbitrator shall have authority to interpret the terms of the Agreement, but shall not have authority to function outside of the terms of this Agreement, to decide any issue not submitted or to interpret or apply the Agreement so as to change the intent of the parties. The arbitrator shall not give any decision which modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement.

Section 22.4(d) The Employer and the Union shall make available to the other upon request such pertinent data as is necessary for the examination of all circumstances surrounding a grievance, and the arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence. In all events, appropriate precautions shall be taken to preserve the anonymity of the patient, client or other employees.

In the event that pertinent information includes confidential material such as patient records, medical records or personnel files, the parties will preserve the privacy of the patient or employee to the extent consistent with federal, state and local laws and the necessity of resolving the merits of the case; and further, provided that, attorney/representation communications are not subject to disclosure absent the party's consent. The Union/Employer shall not disclose to any third parties outside of the grievance procedure any confidential medical patient/employee information. Appropriate precautions shall be taken to preserve the anonymity of the patient, client or other employees.

Section 22.4(e) In the event either party fails to deliver to the other a signed consent to submit a disputed issue to arbitration within 96 hours after receipt of a request from the other to submit such disputed issue to arbitration, such other party shall have the right to proceed in the courts or other appropriate action, to compel the other to submit to arbitration. Strike or work stoppage shall not be appropriate under this provision.

Section 22.5 The grievance procedure stated herein will terminate at the Step in which either the Union withdraws the grievance on behalf of the employee or the grievance has been resolved. When a grievance is withdrawn, the Employer shall be notified in writing with a copy given to the employee.

ARTICLE 23

PICKET LINES

It is further understood and agreed that refusal by any employee to go through a bona fide picket line when sanctioned by the King County Labor Council, AFL-CIO shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind; EXCEPT where service of a client's needs requires the crossing of a picket line and such picket line is not one imposed directly against the Employer.

ARTICLE 24

LABOR/MANAGEMENT COOPERATION

Section 24.1 LABOR/MANAGEMENT COOPERATION In the common interests of (a) improving the conditions, compensation and benefits of employees, and (b) the ability of the Employer to recruit and retain good employees, the Union and the Employer shall work in cooperation to increase funding from federal, state and local government bodies and other available funding sources.

ARTICLE 25

STRIKES AND LOCKOUTS

The Union agrees that during the term of this Agreement and during any wage/benefit reopener, and regardless of whether an unfair labor practice is alleged, there will be no strike, sit down or walkout by the Union and the employees. Any employee who violates this clause shall be subject to discipline, including discharge. The Employer agrees that during the term of this Agreement, there will be no lockout of employees. An economic layoff shall not be deemed to be a lockout. Any claim by either party that the other party has violated this Article 24 shall be subject to the grievance procedure or arbitration provisions of this Agreement, and either party shall have the right to submit such claims to the courts.

ARTICLE 26

TERMINATION AND RENEWAL

This Agreement shall be in full effect until September 30, 2019, and shall continue in effect from year to year thereafter unless either party gives notice in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event that the Union serves written notice in accordance with this Article 25, any strike or stoppage of work after any expiration date shall not be deemed in violation of any provision of this Agreement.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – SEA MAR COMMUNITY CARE CENTER

EXECUTED at Seattle, Washington this _____ day of December 2016.

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO**

**SEA MAR COMMUNITY CARE CENTER
a Washington non-profit corporation**

By Shelby Mooney
Shelby Mooney
Union Representative

By Rogelio Riojas
Rogelio Riojas
President & CEO

By Suzanne Mode
Suzanne Mode
Business Manager

By Mary Bartolo
Mary Bartolo
Executive Vice President

By Joy Bryant
Joy Bryant
Negotiating Committee

By Josefina Franco
Josefina Franco
Negotiating Committee

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EXHIBIT “A”

Classification	Base Rate Effective October 2, 2016 (2%)	Base Rate Effective January 1, 2017	Base Rate Effective October 1, 2017 (2%)	Base Rate Effective January 1, 2018	Base Rate Effective October 1, 2018 (2%)
NAC	\$12.82	\$13.50	\$ 13.77	\$15.00	\$15.30
NAC on-call	\$13.84	\$13.84	\$ 14.12	\$15.00	\$15.30
NAR (3 mo. Position)	\$12.75	\$13.50	\$ 13.77	\$15.00	\$15.30
Unit Assistant	\$12.75	\$13.50	\$ 13.77	\$15.00	\$15.30
Restorative Aide	\$13.14	\$13.50	\$ 13.77	\$15.00	\$15.30
Rec. Therapy Assistant	\$12.75	\$13.50	\$ 13.77	\$15.00	\$15.30
Cook 1 (Lead)	\$14.22	\$14.22	\$14.50	\$15.50	\$15.81
Cook 2	\$13.43	\$13.75	\$13.92	\$15.25	\$15.55
Dishwasher/ Prep	\$12.75	\$13.50	\$13.77	\$15.00	\$15.30
Maintenance	\$12.75	\$14.00	\$14.28	\$15.50	\$15.81
Housekeeping/ Laundry	\$12.75	\$13.50	\$13.77	\$15.00	\$15.30
Housekeeping/ Floor Maintenance	\$12.75	\$13.50	\$13.77	\$15.00	\$15.30
Unit Secretary	\$12.75	\$13.50	\$13.77	\$15.00	\$15.30
Beautician	\$13.43	\$13.50	\$13.77	\$15.00	\$15.30

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EXHIBIT “B”

Classification	Base Rate Effective Oct. 2, 2016 (2%)	Base Rate Effective Oct. 1, 2017 (2%)	Base Rate Effective Oct. 1, 2018 (2%)
LPN: 0–3 year(s) previous experience	\$20.81	\$21.23	\$21.65
LPN: 4 or more previous years of experience	\$22.38	\$22.83	\$23.29
LPN on call: 0–3 years of previous experience	\$21.85	\$22.29	\$22.74
LPN on call: 4 or more years of previous experience	\$23.42	\$23.89	\$24.37
RN: 0–3 years experience	\$26.38	\$26.91	\$27.45
RN: 4 or more years of previous experience	\$28.06	\$28.62	\$29.19
RN on-call: 0–3 year(s)of previous experience	\$27.42	\$27.97	\$28.53
RN on-call: 4 or more years experience	\$29.10	\$29.68	\$30.28

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EXHIBIT “C”

Classification	Base Rate Effective Oct.2, 2016 (2%)	Base Rate Effective Oct.1, 2017 (2%)	Base Rate Effective Oct. 1, 2018 (2%)
COTA (Certified Occupational Therapy Assistant)	\$30.21	\$30.82	\$31.43
LPTA (Licensed Physical Therapy Assistant)	\$30.21	\$30.82	\$31.43

The following differentials shall be in addition to the base wage rate:

- \$0.25 Evening Differential if hired to work Evening Shift.
- \$0.50 Night Differential if hired to work Night Shift.
- \$1.00 over base rate On-Call/Per Diem Differential

Effective January 1, 2017 and January 1, 2018 the Maintenance classification will receive a \$0.50 over the base rate of Housekeeper. Cook 2 will receive \$0.25 over the base rate of Dishwasher/Prep.

Effective January 1, 2018 the Cook (Lead) will receive a \$0.50 over the base rate of Dishwasher/Prep classification and the Cook 2 will receive a \$0.25 over the base rate of Dishwasher/Prep classification.

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**LETTER OF UNDERSTANDING
BETWEEN
SEA MAR CARE CENTER
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

Sea Mar Care Center, hereinafter referred to as the "Employer" and Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union" mutually agree to the following:

The Employer and the Union will meet between August 1, 2018 and October 1, 2018 to explore what, if any, options are available for a wage and or benefit increase for employees who have worked at the Sea Mar Care Center for ten or more years as of October 1, 2018 or will reach their ten year anniversary between October 1, 2018 and September 30, 2019.

EXECUTED at Seattle, Washington this _____ day of December 2016

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO**

By Shelby Mooney
Shelby Mooney
Union Representative

**SEA MAR CARE CENTER
a Washington non-profit corporation**

By Rogelio Riojas
Rogelio Riojas
President & CEO