



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEA MAR COMMUNITY HEALTH CENTERS
HOMECARE AIDES

AND

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

FOR THE PERIOD OF

JULY 1, 2015 THROUGH JUNE 30, 2018

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – SEA MAR HOMECARE

TABLE OF CONTENTS

	PAGE
Employee Classification	7
Employment Practices	4
Exhibit "A" Wage Rates	25
Exhibit "B" Dues Schedule	26
Grievance Procedure	21
Health and Safety	20
Health and Welfare	15
Holidays	9
Hours of Work	13
Itemized Deductions and Method of Payment of Wages	16
Labor/Management Cooperation	23
Leave of Absence.....	9
Management of Employer	4
Non-discrimination	19
Paid Time Off.....	7
Pensions.....	18
Picket Lines	23
Preamble	1
Recognition of the Union	1
Salary and Other Compensation.....	17
Seniority	6
Separability	19
Strikes and Lockouts.....	24
Successors	20
System or Regulations Changes and Training	11
Termination and Renewal	24
Union Activity.....	3
Union Security	1

COLLECTIVE BARGAINING AGREEMENT

SEA MAR COMMUNITY HEALTH CENTERS HOMECARE AIDES

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of July 2015, by and between SEA MAR COMMUNITY HEALTH CENTERS HOMECARE AIDES, 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 non-supervisory community aide employees of the Homecare Department of Employer who have been in the employment of the Employer for thirty-one (31) days or more. "Employees" and "employee" hereinafter shall refer only to employees within the bargaining unit, unless otherwise indicated. During the life of the Agreement, the inclusion of all Community Aide employees into the Union will be contingent upon sufficient funds to cover all of the expenses associated with this inclusion. The Agreement will automatically reopen for negotiations at any such time the Employer demonstrates a significant financial loss exceeding program funding.

ARTICLE 2

UNION SECURITY

Section 2.1 The Employer agrees that effective on the date of ratification of this agreement all 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.

Section 2.2 DUES DEDUCTION The Employer agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment,

thirty-one (31) days from the effective date of employment become and remain members of the Union in good standing. Good standing shall depend on payment of the Union initiation fees and dues in accordance with the attached dues schedule. The “effective date of employment” as used here and hereinafter shall be the first date on which work is commenced by the employee. Regular full-time and regular part-time employees shall be hired on a probationary period for the first seventy-five (75) calendar days commencing from the effective date of employment. Termination or discipline during this period will not be subject to review by the union.

Section 2.2(a) The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he/she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he/she is delinquent within thirty (30) calendar days of receipt by the Employer of notice from the Union, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.3 DUES CHECK-OFF 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 2.3(a) 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 2.3(b) The Employer shall deduct current regular monthly dues and Union initiation fees commencing from the first paycheck of each month following thirty-one (31) days from the effective date of employment, subject to further limitations set forth hereinafter, and remit such fees to the Union. Initiation fees and dues shall be deducted from the employee's paychecks and remitted to the Union on the next paycheck due to the employee fifteen (15) calendar days after the Union has notified the Employer of the initiation fees and dues for the employee.

Section 2.3(c) Ten (10) days after ratification of this Agreement, the Employer shall provide the Union with a listing of all employees together with name, address, social security number, telephone number, job classification, rate of pay, hours worked weekly during the previous six months, and effective date of employment. From this list the Union shall calculate and provide the Employer with a schedule of dues and fees to be deducted from the employee's paychecks and remitted to the Union.

Section 2.3(d) The Employer shall deduct from Community Aides who have submitted a signed authorization card and remit to the Union on a monthly basis. Additionally, the Employer will submit the following information to the Union at least monthly:

Section 2.3(d)(1) Payroll authorization forms for all newly hired Community Aides that include the employee's name, site, rate of pay, position, any change of status.

Section 2.3(d)(2) The Employee Basic Information Form for newly hired Community Aides that includes name, address, phone number, social security number and emergency contact information.

Section 2.3(e) Employee Termination Forms for all Community Aides who separate from employment with Sea Mar to include employee name, reason for termination and effective date of termination.

Section 2.3(f) The Employer shall not be responsible to the Union for any remittance of fees and dues except for such fees and dues actually deducted from the employees' paychecks pursuant to the provisions specified herein. The Employer shall not be responsible to the Union for payroll deduction except for such dues specified by the Union in notices to the Employer pursuant to Sections 2.3(b-e), and for which pay is owing to the employee, and for which the employee has submitted the dues check-off authorization form. The Union shall indemnify and hold Employer harmless from any claims from employees regarding such Union payroll deductions as are made by Employer and remitted to the Union pursuant to the Union's instructions to the Employer under this Agreement. Any claims for overpayment or underpayment of Union initiation fees and dues shall be settled directly between the employee and the Union. This Section 2.3(f) does not alter the effect of Section 2.2(a).

Section 2.4 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.

ARTICLE 3

UNION ACTIVITY

Section 3.1 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 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 Employer.

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 Employer reasonable notice of this desire. In no event shall the Union Representative or other representative of the Union have access to any individual personnel file unless written authorization is first given by the concerned employee to the appropriate administrative staff designated by the Employer.

Section 3.3 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.

Section 3.4 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 activities except for reasonable time spent on grievance call to the Union office and meetings set by the Employer during work hours. Grievance calls shall be brief (no more than five [5] minutes) and shall not disrupt normal work or take precedence over client care. The steward shall be paid for time during meetings with the Employer in which he/she is representing a Union member in a grievance. Shop stewards (not including alternates) shall be deemed to have seniority over all other employees for the purposes of layoff and recall from layoff.

Section 3.5 UNION COMMUNICATION The Union shall be allowed the use of bulletin board space (or an acceptable substitute) in the Homecare office for the purpose of posting Union notices relating to general Union activity. Notices shall be reviewed by the Employer before posting.

The Employer will make available a computer terminal with internet access in the Homecare office for the use of employees during regular office hours. Aides may use the computer during their non-work hours or for accessing on line training or work related activities.

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 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 violate this Agreement.

ARTICLE 5

EMPLOYMENT PRACTICES

Section 5.1 Notice of all job vacancies shall be posted on bulletin boards of the Employer located in the Homecare building. Posted job descriptions shall be in writing using a standardized format that encourages women and minorities to apply. In addition, information about all job vacancies will be available to employees by calling the Human Resources office and on the website of the Employer.

Section 5.2 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 The supervisor shall be responsible for a reasonable attempt to schedule client hours so as to maintain an employee's appropriate average hours, subject to consideration of geography, client needs and organizational needs. Nothing herein however creates any obligation of the Employer to find more client hours for any employee greater than the number of hours for which the Employer has hired the employee to work or for which the employee has requested, in writing, during the most recent quarter.

Section 5.3(a) SCHEDULE PREFERENCE At the time of hire, the employee shall designate on a written form provided by the Employer the employee's case preferences regarding the number of days of service per week, hours per day, day time versus night time hours (cases starting on or after 9:00 p.m.), temporary assignments and willingness to work on a sleep-in basis. No changes to the schedule may be made without two (2) weeks' written notice and may only be done once a quarter. The Employer shall make a good faith effort to schedule the employee's client hours pursuant to the employee's case preferences, along with consideration of client 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 case preference. Employees will be given as much advance notice as possible when client 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 seventy-five (75) calendar days commencing from the effective date of employment. Termination or discipline during this period will not be subject to review by the Union.

Section 5.5 PROGRESSIVE DISCIPLINE The Employer shall use a uniform, progressive discipline system which shall include verbal counseling, written warnings, probation and/or suspensions up to and including termination. No employee shall be disciplined or discharged except for just cause. 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.

Section 5.5(a) The Union and the Employer recognize that certain conduct by employees may warrant immediate termination without resort to progressive discipline.

Section 5.6 PERSONNEL FILES An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in his or her personnel file. 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 warning notice shall not be used in disciplinary actions after twenty-four (24) months from the date such notice is placed in an employee's personnel file.

Section 5.6(a) An employee may examine his or her personnel file during normal business hours with twenty-four (24) hours advance notice given to the Employer.

Section 5.7 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 need be given in the case of just cause for immediate termination as specified in Personnel Policy 100.16, item #3.

Section 5.8 PROMOTIONS Promotions shall be made on the basis of seniority, qualifications, client needs and valid 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 probationary period of seventy-five (75) days for the promotion. In the event the employee does not successfully pass the probationary period, the employee shall be returned to his or her former position at his or her former pay prior to promotion without any loss of seniority.

Section 5.9 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 policy changes which are in violation of this Agreement or which are detrimental to employees covered by this Agreement.

Section 5.10 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 his or her own comments before placement in the new 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 Seniority shall be calculated from the effective date of employment as defined in Section 2.2(a). Seniority shall be considered in promotions as provided for in Section 5.8. Seniority shall also be observed in layoffs, rehires and vacation preference. Seniority shall also be observed along with consideration of client needs and valid business needs in transfers, shift changes and assignment of additional hours. When an employee is laid off, seniority shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office once a month to advise the Employer of the employee's availability for work.

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, or failure to report from layoff within five (5) working days after notification to report back to work. Notification to report back to work shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 6.3 REHIRE FROM LAYOFF 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. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed.

Section 6.4 EMERGENCY ASSIGNMENTS Seniority shall be inapplicable to the assignment of employees on an emergency basis. The names of the employees willing to accept emergency or temporary assignment shall be maintained on a separate list. The assignment of employees to such cases shall be in the exclusive discretion of the Employer; provided, however, that the Employer shall endeavor to rotate such assignments as equitably as possible.

ARTICLE 7

EMPLOYEE CLASSIFICATION

Section 7.1 REGULAR EMPLOYEE A regular employee is one who has been in the employment of the Employer seventy-five (75) days.

Section 7.1.(a) Those employees who work as Community Aides or Substitute Community Aides in the Home Health Program.

Section 7.2 PROBATIONARY EMPLOYEE A probationary employee is one who has been employed less than seventy-five (75) days from the effective date of employment and shall not be covered by this Agreement.

Section 7.3 TEMPORARY EMPLOYEE A temporary employee is one who is hired for a defined period of time not to exceed four (4) months to meet the Employer's work force needs caused by a regular employee's use of leave time as provided for in Articles 8, 9 and 10 herein. Temporary employees shall be given consideration over new hires in application for permanent hours.

ARTICLE 8

PAID TIME OFF

Section 8.1 All regular employees shall earn paid time off at the following rate.

Section 8.1(a) 3 MONTHS - 36 MONTHS SERVICE Employees shall earn paid time off at

the rate of one (1) hour per thirty-four (34) hours paid during each month.

Section 8.1(b) 3 YEARS (37 MONTHS) OR MORE SERVICE Employees shall earn paid time off on the basis of two (2) hours per twenty-nine (29) hours paid each month.

Section 8.2 Paid time off may be used for any personal reasons, including personal business, illness of dependent family members and vacation. Paid time off may be used for doctor and dental appointments during regular working hours; provided that, leave for such an appointment is cleared with the immediate supervisor three (3) days in advance. The use of paid time off of one (1) to three (3) days must be cleared one week in advance, except in the case of emergency. The use of paid time off in excess of three (3) days must be cleared two weeks in advance. With supervisory approval, employees may make up lost hours rather than use paid time off if scheduling permits. The employee may also use their accrued PTO to meet the compensated hour eligibility requirement for health insurance by timely completing and submitting a PTO request form by the end of the second pay period for the ensuing month's coverage.

Section 8.3 Paid time off shall be paid at the employee's regular hourly rate of pay for all hours accrued and approved as paid leave up to forty (40) hours per workweek.

Section 8.4 Paid time off shall be taken at a time mutually agreeable to the Employer and the employee. In no event shall cash be paid in lieu of time off, except in unusual circumstances which are mutually agreed to between the employee and the Employer. Upon termination, paid time off earned shall be paid.

Section 8.5 Senior employees shall be given preference in the selection of paid time off periods. An employee who splits his or her paid time off may exercise seniority rights for the initial paid time off period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 8.6 Paid time off shall be paid to employees at the regular time and manner as the pay, which the employee would receive for his/her regularly scheduled pay period.

Section 8.7 Employees who take paid time off or leave of absence without pay for up to thirty (30) days shall continue to work with their previously assigned and scheduled clients upon return to work, when possible.

Section 8.8 PAID TIME OFF CARRY OVER Employees will be allowed to carry over paid time off from one calendar year to the next. Accumulated paid time off must not exceed 336 hours. Any accumulated amount over 336 hours must be approved by the Executive Director.

Section 8.9 WAIVER OF SEATTLE MUNICIPAL CODE PROVISIONS The provisions of Seattle Municipal Code Chapter 14.16 (Paid Sick Time and Safe Time Ordinance) are waived.

ARTICLE 9

HOLIDAYS

Section 9.1 HOLIDAYS OBSERVED The following holidays shall be observed but shall not be paid unless worked:

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

Section 9.1(a) If a Community Aide chooses to work on any of the above holidays, they may do so with their supervisor's permission at straight-time pay.

Section 9.1(b) HOLIDAYS PAID Thanksgiving Day, Christmas Day (December 25) and New Year's Day (January 1) shall be observed and paid at the Aide's regular rate of pay.

Section 9.1(c) 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.

Section 9.2 Employees shall assume that they are not to work on these holidays unless specifically authorized by a supervisor to work on a holiday, but wherever possible the equivalent number of hours shall be scheduled during the month to maintain the employee's average monthly hours.

Section 9.3 PAY FOR AUTHORIZED WORK ON A HOLIDAY If an employee is required by a supervisor to work on a holiday defined in Section 9.1, he/she shall receive pay at the rate of one and one-half (1½) times the employee's regular rate of pay. If an employee is required by a supervisor to work on a holiday defined in Section 9.1(b), he/she shall receive pay at the rate of the employee's regular rate of pay in addition to holiday pay. If any employee works during a holiday without authorization, he/she will be paid at his/her regular rate.

Section 9.4 RECOGNITION OF ALTERNATE HOLIDAYS An employee may trade off any of the holidays granted in Section 9.1 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 (2) weeks' advance notice.

ARTICLE 10

LEAVE OF ABSENCE

Section 10.1(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. The term "immediate family" includes husband, wife, mother, father, son, daughter, domestic partner, stepparents, stepchildren, sister, brother, grandchildren or grandparents. 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 and 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. Bereavement Leave will be pro-rated based on hours worked for the last quarter.

Section 10.1(b) For the bereavement leave period, the employee shall receive pay in the amount which the employee would have earned had he/she worked during the period at his/her regular rate of pay on his/her regularly assigned shift.

Section 10.2 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 10.2(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.

Section 10.2(b) PERSONAL LEAVE OF ABSENCE Employees may be authorized to take an unpaid leave of absence for personal reasons; provided that, the leave is requested in advance and approved by the supervisor. Personal leaves cannot exceed six (6) months. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases provided the leave does not exceed six (6) months.

Section 10.2(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 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 his or

her leave. An employee may use accrued PTO pay for which the employee is eligible during family leave. Employees will use 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 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.

Employees on a medical leave of absence that does not exceed twelve (12) weeks or approved vacation that does not exceed fifteen (15) working days shall not have the days used for such leave included in the quarterly average used to determine medical benefits.

Where applicable the Employer shall comply with the Federal Family Medical Leave Act, Washington Family Care Act and the Washington Family Leave Act as they may from time to time be amended.

Section 10.3 JURY DUTY PAY After the first calendar year of employment, employees who are regularly employed who are called for service on a State Superior Court or a Federal District Court jury may choose to use earned vacation time to replace earnings for hours normally scheduled for days on which they serve on a jury. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served.

Section 10.4 UNION LEAVE A leave of absence without pay shall be granted upon request of any employee on the active payroll, in case he/she is appointed or selected to a full-time Union position 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.

ARTICLE 11

SYSTEM OR REGULATIONS CHANGES AND TRAINING

Section 11.1 In cases where positions are abolished because of regulation 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. If the Employer's resources for the Home Care Program 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 11.2 In the event changes in laws or regulations create new jobs, those jobs will be offered to employees within the collective bargaining unit with appropriate consideration for employee qualifications and seniority. However, the Employer shall not be precluded from simultaneously recruiting from the open market. Where a present employee and an outside applicant have relatively equal qualifications for the job, preference shall be given to the

present employee. Where two present employees are equally qualified for the job, preference shall be given to the senior employee.

Section 11.3 TRAINING In the event training programs are necessary for employees to qualify for jobs created as a result of regulations changes, the Employer shall make reasonable accommodations to permit employees to obtain such training. If the Employer's resources for the Homecare Program 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 given first opportunity, within a reasonable time under the circumstances, to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 11.3(a) The Employer shall pay its employees for time spent in Employer-required 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 11.4 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. The committee shall be advisory.

Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care, and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 (23) and 74.39A.360. The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to home care aides. The Employer shall become and remain a participating employer in such a Partnership during the complete life of the underlying CBA with OPEIU, Local 8, and any extension thereof.

The parties agree that there has been established a "certification benefit" for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by the Training Partnership.

The Employer shall contribute the amount provided by the state to the Training Partnership for each hour a participating employee provides services to a client in the Employer's in-home care program, including but not limited to, Medicaid or private pay funded services. The Employer is only required to make these contributions to the extent that the funds specified for this purpose are provided in the vendor rate from the state of Washington as well as the amount provided by the state per hour for all Private Pay clients.

The hourly contribution to the Training Partnership for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Partnership established by the State of Washington pursuant to the Individual Provider Collective

Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the “Training Partnership Rate”).

A. Medicaid-Funded Hours Worked

The Employer shall contribute the Training Partnership Rate to the Partnership for each Medicaid-Funded Hour worked. Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer’s in-home care program that are paid by Medicaid, excluding vacation hours, paid-time-off, and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

The Employer shall contribute the Training Partnership Rate then in effect to the Partnership for each Medicaid-Funded Hour worked.

The Employer agrees that all funds received by the Employer for purposes of training and certification will be provided to the Partnership.

B. Non-Medicaid-Funded Hours Worked

The Employer shall contribute the Training Partnership Rate to the Partnership for each Non-Medicaid-Funded Hour worked. Non-Medicaid-Funded Hour(s) worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer’s in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time-off, and training hours. Non-billable hours shall also be excluded for contribution purposes.

The Employer shall contribute the Training Partnership Rate to the Partnership for each Non-Medicaid-Funded Hour worked in the Employer’s in-home care program.

Contributions under this provision shall be paid periodically as required by the Trust.

Monthly contributions required by this provision shall be paid to the Partnership on or before the twenty-fifth (25th) day of the month following the month of service for which contributions are owed or before such other date as the Trustees of the Partnership may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Partnership or its designee.

ARTICLE 12

HOURS OF WORK

Section 12.1 The regular hours of work shall not exceed forty (40) hours in any week.

Section 12.2(a) AUTHORIZED HOURS Employees shall work only those hours for which they are scheduled and authorized to work. The Employer shall be responsible for informing

employees in writing, to be signed by the employee, of initial authorization for clients and client hours or when authorization for clients or client hours change.

Section 12.2(b) UNAUTHORIZED HOURS Employees will not work unauthorized hours except in emergent situation described in Section 12.2(c). An employee who works hours which have not been authorized, or an employee who does not follow the notification procedures for hours worked in the case of an emergency, will be disciplined in accordance with Article 5, Employment Practices.

Section 12.2(c) In the event a medically emergent situation requires an employee to stay with a client for additional hours, the employee will report such circumstances to their supervisor at the first available opportunity.

In the event of a non-medically emergent situation, the employee shall call the supervisor to obtain approval to stay with the client for the necessary period of time.

If either situation occurs during a time the Homecare office is closed, including before and after regular business hours, the employee will report the situation by phone message to their supervisor via Sea Mar's answering system or by paging the supervisor on-call.

When additional hours have been worked under these circumstances, the supervisor may reallocate the client's hours over the remainder of the week or month in an effort to avoid overtime and over-provision of authorized client hours.

Section 12.3 OVERTIME Overtime shall be paid at the rate of one and one-half (1½) times the actual rate of pay for all time worked in excess of forty (40) hours of work in a calendar week.

Section 12.4 MEAL PERIODS The established meal period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half (½) hour's duration. 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.

Section 12.5 BREAKS Daily relief periods of fifteen (15) minutes each shall be allowed for each four (4) hour period of time to be worked morning and afternoon for all employees. Relief periods are compensable.

Section 12.6 REQUEST FOR ADDITIONAL HOURS When additional hours of work are available, current employees who have requested additional hours shall be given preference by the Employer along with consideration by the Employer of program and client needs. When skills, abilities and job performance are equal, preference shall be given to extending the hours of current employees over hiring new employees. A list of employees who request additional hours shall be maintained and updated on a quarterly basis. Senior employees shall be given preference where more than one employee is available and qualified for additional hours. Supervisors shall notify the employee of new clients or new client hours as soon as practical.

Section 12.7 SUPERVISOR AVAILABILITY The Employer will ensure that a supervisor is available for consultation at all times when a Community Aide is scheduled to work.

Section 12.8 MINIMUM SCHEDULED TIME No Community Aide shall be scheduled for a client assignment which is less than one and one-half (1½) consecutive hours, unless a shorter assignment is mutually agreed to by both employee and Employer. There shall be no more than one (1) hour scheduled in between client assignments except to meet client need or mutually agreed to by both parties.

ARTICLE 13

HEALTH AND WELFARE

Section 13.1 All employees shall be covered under the Washington State Industrial Insurance Act.

Section 13.2(a) The Employer agrees to provide health insurance through its group health insurance plan or an equivalent Plan through another mutually agreeable provider (this may include the Basic Health Plan (BHP)) to all employees (except for those who voluntarily opt out) compensated an average of twenty (20) hours or more per week on a rolling six month basis provided funds are available from the state. Medical benefit insurance shall begin by the second month of employment in accordance with state guidelines. The Employer shall provide the full cost of the premium up to the amount reimbursed by the state for this purpose. Employees will pay the state designated premium share each month through payroll deduction unless the state pays for the full premium cost. The employer will also provide dental and vision insurance when those benefits can be provided within the funds allocated by the state.

Section 13.2(b) If the state changes the reimbursement rate for health insurance, the Employer and the Union agree to open the Collective Bargaining Agreement to bargain only over this issue. Once opened negotiations should be concluded within (30) calendar days.

Section 13.2(c) New employees shall be eligible to receive employer paid health benefits after being employed for three full months with an average of 87 hours a month, after which time employees shall remain eligible if compensated an average of twenty (20) hours or more per week on a rolling six (6) month basis. If an employee's hours drop below twenty (20) hours a week through no fault of the employee's, the employee has up to three (3) months to get his/her hours up to the twenty (20) hours a week before he/she will be dropped from coverage. An employee may self-pay for the next month's insurance if he/she is dropped from the insurance as a result of not meeting the eligibility requirements. An employee may reenroll in the health insurance plan as soon as he/she is compensated 87 hours for one (1) month.

Section 13.2(d) The Employer and the Union mutually agree that neither party has liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or the Union or constitute a breach of this Agreement by the Employer or the Union.

Section 13.3 The Employer agrees to provide those bargaining unit employees not eligible for health benefits under Section 13.2 with discounted medical services which are provided at Sea Mar Community Health.

Section 13.4 The Employer agrees to provide dental services to employees through Sea Mar Community Health Center's Dental Clinic, limited to the following benefits: preventative care at 100% discount: restorative care, excluding any procedures requiring laboratory services such as crowns, bridges and partials, at seventy-five percent (75%) discount.

Section 13.5 Employees who desire to waive their opportunity to participate in the Health Insurance Plan must do so by signing the appropriate waiver form.

Section 13.6 Unless otherwise protected (paid) by the Family Medical Leave Act (FMLA), an employee whose Health Insurance will terminate may pay the Employer for the cost of coverage by the first of the month in which the employee wanted continued coverage under the Health Insurance Plan. The ability to continue Health Insurance coverage while on unpaid leave status continues pursuant to COBRA regulations. Upon a return to work, the employee may reapply, if necessary, for Health Insurance coverage, subject to eligibility requirements.

ARTICLE 14

ITEMIZED DEDUCTIONS AND METHOD OF PAYMENT OF WAGES

Section 14.1 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 on 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 14.2 If paychecks are mailed, they shall be mailed no later than twenty-four (24) hours after payday. In the event an employee does not receive his or her check within five (5) days of payday, upon notice from the employee, the Employer shall order a stop payment of the check and issue a replacement check upon verbal confirmation of the stop payment. Time sheets are due in the Employer's office no later than the second day after the end of the pay period.

Section 14.3 In the event that a regular paycheck was not issued due to the fault of the Employer, within two (2) days from receipt of evidence establishing such fault, the Employer shall issue a replacement check.

Section 14.4 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 14.5 LEAVE BALANCE An employee's current balance of paid time off shall be reflected on each regular paycheck.

ARTICLE 15

SALARY AND OTHER COMPENSATION

Section 15.1 Effective July 1, 2015, Community Aide wages will be as noted on Exhibit "A." The wage scale is based on years of service. Community Aides will receive an increase to their wage on their anniversary date. Exhibit "A" attached is the minimum wage schedule.

Section 15.2(a) This Agreement shall automatically be reopened for wage and benefit negotiations for any one of the following reasons:

- (1) Unanticipated decreased or increased funding made available from the State or other funding sources for Homecare Services Programs.
- (2) Any such time the Employer demonstrates funding decreases affecting the Homecare Services Program.
- (3) Any such time that the Employer demonstrates a significant financial loss exceeding program revenue.

Section 15.2(b) Such negotiations shall be concluded within forty-five (45) days. If not concluded within forty-five (45) days, the issues shall be submitted to expedited arbitration under the auspices of FMCS.

Section 15.3 WORK IN A HIGHER CLASSIFICATION If an employee does any combination of the jobs described in Exhibit "A," the employee's wages shall be based on the appropriate wage rate for the particular work performed. This includes work over and above the hours that the employee has agreed to be available to work.

Section 15.4(a) TRANSPORTATION REIMBURSEMENT All employees who use public buses between clients served during the same day shall be reimbursed for the fare charged; provided that, the employee submits semi-monthly expense vouchers provided by the Employer or shall be provided a monthly bus pass by the Employer.

Section 15.4(b) Employees who use their own vehicles to travel between clients served during the same day shall be reimbursed for mileage between clients or to provide direct authorized service to clients at the rate of fifty cents (\$0.50) per mile, effective July 1, 2012. This rate will be adjusted up or down based on the Vendor Rate as set by Home and Community Services Management Bulletins.

Section 15.4(c) Employees shall not be reimbursed for bus fare and car mileage incurred in traveling to and from their homes. Bus fare and car mileage costs shall be reimbursed **bi-weekly** with the employee's regular paychecks. In order to receive transportation reimbursement, all costs must actually be incurred.

Section 15.4(d) 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. The employee shall be reimbursed for coin pay telephone calls the worker must make to their supervisor when necessary. Employees will be required to document location and reason for the phone call on an agency provided form.

Section 15.4(e) Employees who use their automobiles for transportation between clients or to transport clients 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. The Employer will maintain a policy of non-owned auto insurance, which provides liability protection for the corporation employee only for the payment of excess amounts over and above the coverage provided by the employee's insurance policy.

Section 15.4(f) Employees expected to provide current Driving Abstracts shall be reimbursed for the cost of such.

Section 15.5 Employees shall be paid for all compensable work time including **actual** travel between clients, based on reasonable commute standards.

Section 15.6 Credit unions and other financial benefits available to other employees who are not part of the Union bargaining unit shall be available to employees who are part of the Union bargaining unit.

Section 15.7 SUBSTITUTE COMMUNITY AIDES Shall be guaranteed full benefits as provided by this Agreement.

Section 15.8 NO SHOWS In the event the employee arrives at a client's residence, and, without advance notice, the client is not present or does not need the employee, the employee shall contact his or her supervisor for any further action to be taken. The employee shall receive pay for the regularly scheduled hours with that client only if the Washington State Division on Aging, or other funding agency, allows reimbursement to the Employer for the same such hours in such event. If not, the employee shall receive a minimum of one (1) hour's pay at their current rate, if another client assignment is not available.

Section 15.9 SPECIAL DUTY RATES Employees will be paid fifty cents (\$0.50) per hour over current Community Aide rate for case management identified and supervisory pre-approved dig out (Example: if the current Community Aide rate is \$10.57 per hour, the Community Aide will be paid \$11.07 per hour for the time spent only on the dig out).

ARTICLE 16

PENSIONS

The Employer hereby agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401K 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 401K 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.

Effective July 1, 2015, the Employer shall make a contribution of twenty-three cents (\$0.23) per hour for all compensable hours to the OPEIU Local 8 Supplemental Retirement 401K Plan.

Only employees actively on the payroll on the date of ratification of the 2015-2018 CBA will receive the 401K Plan contribution retroactive to July 1, 2015.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement 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 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 401K plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 17

NON-DISCRIMINATION

Section 17.1 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 17.2 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, sex, age, sexual orientation, political ideology, religion, ancestry, marital status, or mental or physical handicap (subject to occupational requirements).

Section 17.3 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.

ARTICLE 18

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 19

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, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 20

HEALTH AND SAFETY

Section 20.1(a) The Employer retains responsibility for workplace health and safety and shall provide a safe and healthy work environment for all employees and shall make every effort to ensure optimum working conditions with respect to workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general, except in client homes. It will be the responsibility of the employee to report unsafe conditions to their supervisors. The Employer shall provide employees with latex gloves. The Employer shall reimburse employees who have to purchase gloves because Employer-provided gloves were not available. Masks, when necessary, shall be provided by the Employer when requested by an employee. The Employer shall provide transfer belts or an accepted alternative and appropriate training where necessary.

Section 20.1(b) Supervisors shall report unsafe or unhealthy conditions to the appropriate agencies and take any steps provided by laws or regulations to protect Aides from such conditions.

Section 20.1(c) An employee shall not be required to accept or continue with any case assignment which would unduly endanger the employee's safety or health. However, when specific conditions of risk are disclosed to the employee related to certain case assignments at the time of hire, then such conditions of risk shall not constitute an endangerment upon which the employee may decline the related case assignments. The Employer will make every effort to accommodate an employee's request to be removed from a client assignment in a timely manner.

Section 20.1(d) The Employer shall comply with all applicable health and safety laws and regulations.

Section 20.2 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 will notify all employees who may have been exposed to the disease. The Employer shall pay for any costs incurred by employees associated with testing or treatment due to exposure to an infectious disease, while on duty for the Employer. This shall include Hepatitis A & B vaccinations within 72 hours or as

required by law of the employees proven occupational exposure to Hepatitis A or B.

Section 20.3 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.

Section 20.4 HEALTH ACCOMMODATION 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 shall inform the Employer at the time of hire of any known allergies or other health problems. This may include reaction to smoke or alcohol on the premises.

Section 20.5 CLIENT INFORMATION Employees shall be notified of the medical condition and/or behaviors to each client which will pose a health and safety hazard to the employee and the client. This information will be shared with staff at the time of client assignment or when such conditions/behaviors become evident, and will be shared with the employee within the limits of laws and regulations protecting the confidentiality of clients.

ARTICLE 21

GRIEVANCE PROCEDURE

Section 21.1 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.

Section 21.2 It is the policy of Sea Mar Community Health 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.

Section 21.3

Step 1 - Written Submission of Grievance to Department Director

The employee, with the employee's Shop Steward, if requested, shall contact the employee's Department Director and shall attempt to effect a settlement of the dispute. Such written presentation shall be made within fifteen (15) workdays following the event giving rise to the grievance. The parties shall meet within 10 workdays following the receipt of the grievance. The Director shall, within ten (10) workdays thereafter, provide

the employee with a written answer to the grievance.

Grievances involving discharges shall follow the grievance procedure as regular grievances, but all the time periods will be shortened to seven (7) workdays unless both parties agree to an extension.

Step 2 - Written Submission of the Grievance

If the decision of the Department Director does not settle the grievance, the Union Representative or Shop Steward may, within ten (10) workdays following the receipt of the Department Director'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.
- (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, Department Director and/or supervisor. 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 the employee is not satisfied with the decision made in Step 2, 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 their 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 21.4 ARBITRATION

Section 21.4(a) Should the Union remain in disagreement with the Employer after completion of the process provided in Section 21.3, 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.

Section 21.4(b) In the event that the Union and the Employer cannot agree upon the selection of the arbitrator fifteen (15) days from the date the Union requests arbitration under Section 21.4, an arbitrator shall be selected as follows: The parties shall request the Federal Mediation and Conciliation Service to name a panel of seven (7) 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.

Section 21.4(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.

Section 21.4(d) The Employer and the Union shall make available to the other such pertinent data as each may deem 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, except any privileged or confidential files such as patient records, medical files and attorney communications. However, in an event that such records are used by the Employer in disciplinary action against such an employee, then such records shall be made available to the Union Representative subject to nondisclosure, privacy and confidentiality requirements imposed by federal, state and local laws; and provided that, the Union Representative shall not disclose to any third parties outside of the grievance procedure any matters of the Employer of a confidential nature; provided further, that in no event shall medical, patient or client records be disclosed without the prior written consent of the concerned patient or client. In all events, appropriate precautions shall be taken to preserve the anonymity of the patient or client.

Section 21.4(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 21.5 Employees must go through the procedure set forth in this Article 21 before going to any outside source or their right for arbitration shall be forfeited.

Section 21.6 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 22

PICKET LINES

It is further understood and agreed that refusal by any employee to go through a bona fide picket line 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 23

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 24

STRIKES AND LOCKOUTS

The Union agrees that during the term of this Agreement, 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. The Employer agrees that during the term of this Agreement, there will be no lockout of employees. Any claim by either party that the other party has violated this Article 24 shall not 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 25

TERMINATION AND RENEWAL

This Agreement shall be in full effect until June 30, 2018, 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.

EXECUTED at Seattle, Washington this 16th day of November 2015.

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

**SEA MAR COMMUNITY HEALTH
CENTER (HOMECARE AIDES)**

By Benita Hyder
Benita Hyder
Union Representative

By Rogelio Riojas
Rogelio Riojas
Executive Director

By Suzanne Mode
Suzanne Mode
Business Manager

By Colleen Stern
Colleen Stern
Bargaining Committee

EXHIBIT “A”

WAGE RATES

Effective July 1, 2015 the wage scale for Community aides will be as noted on Exhibit “A”. The wage scale is based on years of service. Employees actively on the payroll at the time of ratification of this agreement will receive the wage increase and the contribution for the 401K Plan retroactive to July 1, 2015. Subsequent increases to the wage scale are effective on the dates noted subject to confirmation of state funding. Community Aides will receive a step increase to their wage on their anniversary date.

Years of Employment	Effective July 1, 2015	Effective Jan. 1, 2016	Effective July 1, 2016	Effective Jan. 1, 2017
<u>Homecare Aide</u>				
Base Rate	12.25	12.59	13.22	13.50
1 Year	12.45	12.79	13.42	13.69
2 Years	12.65	12.99	13.62	13.89
3 Years	12.85	13.19	13.82	14.09
4 Years	13.05	13.39	14.02	14.29
5 Years	13.25	13.59	14.22	14.49
6 Years	13.70	14.04	14.67	14.94
7 Years	13.95	14.29	14.92	15.19
8 Years	14.15	14.49	15.12	15.39
9 Years	14.40	14.74	15.37	15.64
10 Years	14.65	14.99	15.62	15.89
11 Years	14.90	15.24	15.87	16.14
<u>Emergency Sub</u>				
Base Rate	13.25	13.59	14.22	14.49
1 Year	13.45	13.79	14.42	14.69
2 Years	13.65	13.99	14.62	14.89
3 Years	13.85	14.19	14.82	15.09
4 Years	14.05	14.39	15.02	15.29
5 Years	14.25	14.59	15.22	15.49
6 Years	14.70	15.04	15.67	15.94
7 Years	14.95	15.29	15.92	16.19
8 Years	15.15	15.49	16.12	16.39
9 Years	15.40	15.74	16.37	16.65
10 Years	15.65	15.99	16.62	16.89
11 Years	15.90	16.24	16.87	17.14

*Should the state provide funding specifically for Home Care Aides who become certified the Employer and Union agree to meet to negotiate the new wages.

EXHIBIT “B”

DUES SCHEDULE

Dues are 1.5% of gross monthly earnings prior to deductions. (Gross monthly earnings include all wages earned under your Labor Agreement, including overtime pay received.)

Example: Wages of \$500 per month
 x 0.015 percent

 \$7.50 dues per month

Employees will pay an initiation fee of \$20.00. This amount is due the first month after 31 days from the date of hire and may be deducted from the employee’s paycheck or may be self paid directly to the Union by the 10th day of the 2nd month of employment.

The first dues payment will be due for hours worked in the employee’s 2nd month of employment and may be deducted from the employee’s paycheck (or self-paid) and paid to the union by the 10th day of the 3rd month after date of hire.

**LETTER OF UNDERSTANDING
BETWEEN
SEA MAR COMMUNITY HEALTH CENTERS (HOMECARE AIDES)
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

Effective January 1, 2018, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, hereinafter referred to as the Union and SEA MAR COMMUNITY HEALTH CENTERS (HOMECARE AIDES), hereinafter referred to as the Employer mutually agree to the following change to the Collective Bargaining Agreement dated July 1, 2015 through June 30, 2018.

ARTICLE 8

PAID TIME OFF

Section 8.1 All regular employees shall earn paid time off at the following rate.

Section 8.1(a) 0 – 3 MONTHS SERVICE Employees shall earn paid time off at the rate of one (1) hour per forty (40) hours paid during each month.

Section 8.1(b) 3 MONTHS – 36 MONTHS SERVICE Employees shall earn paid time off at the rate of one (1) hour per thirty-four (34) hours paid during each month.

Section 8.1(c) 3 YEARS (37 MONTHS) OR MORE SERVICE Employees shall earn paid time off on the basis of two (2) hours per twenty-nine (29) hours paid each month.

ARTICLE 15

SALARY AND OTHER COMPENSATION

Section 15.1 Effective January 1, 2018, Community Aide wages will be as noted on Exhibit "A". The wage scale is based on years of service. Community Aides will receive an increase to their wage on their anniversary date. Exhibit "A" attached is the minimum wage schedule.

ARTICLE 16

PENSIONS

The Employer hereby agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401K 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 401K 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.

Letter of Understanding
OPEIU Local 8 – Sea Mar Community Health Centers (Homecare Aides)

Effective January 1, 2019, the Employer shall make a contribution of twenty-five cents (\$0.25) per hour for all compensable hours to the OPEIU Local 8 Supplemental Retirement 401K Plan.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement 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 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 401K plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 25

TERMINATION AND RENEWAL

This Agreement and the current Collective Bargaining Agreement (July 1, 2015 – June 30, 2018) shall be in full effect until June 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.

EXECUTED at Seattle, Washington this 14th day of MAY 2018.

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

SEA MAR COMMUNITY HEALTH
CENTERS (HOMECARE AIDES)

By Shelby Mooney
Shelby Mooney
Union Representative

By Rogelio Riojas
Rogelio Riojas
President & CEO

EXHIBIT “A”

WAGE RATES

Effective January 1, 2018 the wage scale for Community Aides will be as noted on Exhibit “A”. The wage scale is based on years of service. Employees actively on the payroll at the time of ratification of this agreement will receive the wage increase and the contribution for the 401K Plan retroactive to January 1, 2018. Subsequent increases to the wage scale are effective on the dates noted subject to confirmation of state funding. Community Aides will receive a step increase to their wage on their anniversary date.

Years of Employment	Effective Jan. 1, 2018	Effective July 1, 2018	Effective Jan. 1, 2019
Homecare Aide			
Base Rate	15.00	15.00	15.00
1 Year	15.00	15.00	15.05
2 Years	15.00	15.00	15.10
3 Years	15.00	15.00	15.15
4 Years	15.00	15.10	15.20
5 Years	15.20	15.35	15.50
6 Years	15.25	15.40	15.56
7 Years	15.49	15.65	15.80
8 Years	15.70	15.85	16.01
9 Years	15.97	16.13	16.29
10 Years	16.21	16.37	16.53
11 Years +	16.49	16.65	16.82

Emergency Subs and On-call Homecare Aides will be paid according to the same rate above.

*Should the state provide funding specifically for Home Care Aides who become certified the Employer and Union agree to meet to negotiate the new wages.