



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

SEA MAR COMMUNITY HEALTH CENTERS

FOR THE PERIOD OF

APRIL 1, 2017 THROUGH MARCH 31, 2020

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SEA MAR COMMUNITY HEALTH CENTERS

PREAMBLE

WHEREAS the parties desire to cooperate in establishing conditions which will tend to secure for the employees concerned wages and a 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 to treat each other with mutual respect.

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 Health Centers; excluding managers, confidential employees, guards, contracted employees, temporary employees and supervisors as defined in the Act. Contracted employees include the Employer's independently licensed professional staff of physicians, dentists, nurse practitioners, physician assistants, psychiatrists, psychologists, optometrists, and pharmacists. The accounting staff are classified as confidential employees. "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/per diem 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/per diem 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, date of birth and shift. Each month the Employer shall also send a list of new hires for the previous month, their addresses, telephone numbers, classifications, rates of pay, date of birth and dates 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) VOLUNTARY UNION DEDUCTION The Employer shall deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form. A check payable to OPEIU Local 8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary contributions will be transmitted to the Union at the same intervals Union dues are submitted.

Upon issuance and transmission of this check to the Union, the Employer shall be held harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deduction.

Section 2.2(f) 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 or 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 Community Health Centers 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 other benefits from the application of this Agreement. Provided, however, where premium amounts are based upon special work assignments or performance, these premiums above the contractual amounts may be reduced should the employee's special 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 Clinic/Program Manager or his/her designee. The Union Representative shall meet in areas which will not interfere with patient care or work being performed by staff and which will not compromise the confidentiality of patient information.

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 Department Head or his/her designee reasonable notice of this desire. In no event shall the Union Representative or other representative of the Union have access to any Client Records, unless written authorization is first given by the client or client representative, to the appropriate administrative staff designated by the Clinic/Program Manager or his/her 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. Nothing herein shall be construed in a manner that would prevent the Employer from complying with its statutory obligations, including those under the Health Insurance Portability and Accountability Act. The Union and 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 five (5) working days prior to any arbitration hearing and if not so disclosed shall be barred from introduction at any arbitration hearing.

Section 3.3 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 client 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 3.4 UNION COMMUNICATION The Union shall be allowed the use of bulletin board space in the employee lounge or other common area of each Sea Mar Medical Center or other facility for the purpose of posting Union notices relating to general Union activity. Notices shall be given to the Vice President, Corporate Legal Affairs or his/her 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 dated and posted for at least three (3) days excluding holidays and weekends on bulletin boards and on the Sea Mar website of the Employer located in each Sea Mar Medical Center or other facility 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, expenses related to obtaining appropriate educational or professional

credentials relating to bargaining unit jobs for which employees are hired; relocation costs incurred; or 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, day time versus night time hours and temporary assignments. Except in case of emergency no changes to the schedule may be made without two (2) weeks' written notice and may only be done once a quarter. The Employer retains the right to make changes to the employee's schedule as necessary in cases of emergency. The Union acknowledges the Employer's particular concern with departments such as maintenance and those requiring minimum staffing. It is understood that the nature of the work sometimes necessitates changes in the schedule with less than two (2) weeks' advance notice, or a schedule change may be necessitated to cover call-ins, leaves or vacant positions. While the work required may not necessarily be an "emergency," it may be necessary in order to maintain the health and safety of clients or staff, as may be in the examples of graffiti on the walls of the Child Development Center that must be removed or facility that needs structural changes. In these types of situations, changes in schedules may be made without the two-week advance notice, providing that other applicable contract provisions such as Article 6 (Seniority) are observed. 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 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 schedule preference.

Section 5.4 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 unjustly disciplined or discharged. Just cause for discipline or discharge may include, but is not limited to, those grounds stated in the Employer's Personnel Policies 100.16 and 100.17. Upon termination, an employee 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 warnings 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 formal disciplinary action is taken. The employee shall be requested to sign the written warning 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 letters of warning in their personnel file. Upon request by the employee, the Union will be notified of all warning letters. 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 be deemed too old for purposes of progressive disciplinary actions after twenty-four (24) months from the date that such notice is placed in an employee's personnel file.

Section 5.4(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 5.5 PERSONNEL FILES An employee may examine his or her personnel file during normal business hours with forty-eight (48) hours advance notice given to the Employer. Such requests are limited to a reasonable frequency and reasonable times, affording supervision of the examination.

Section 5.6 EMPLOYEE RIGHTS An employee, regardless of probationary status and in accordance with Weingarten Rights, 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.

Section 5.7 NOTICE OF TERMINATION A two (2) week notice of termination or two (2) weeks' pay in lieu thereof shall be given by the Employer 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) or termination at the conclusion of progressive discipline. Employees are to give two (2) weeks' notice of resignation. Any notice less than two (2) weeks shall result in the employee's PTO cash out amount to be reduced by that amount, up to a maximum of two weeks, unless such reduction is waived by the department head and Deputy Director.

Section 5.8 PROMOTIONS Promotions shall be made on the basis of seniority, qualifications and business reasons. To be considered eligible for promotion and transfers, employees cannot be on probation or have received any written disciplinary action in the past six (6) months, unless

otherwise agreed to by the Employer. In the event that two (2) 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 for 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 an 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 rate of pay prior to promotion without any loss of seniority, if a position is available. If no such position is available, the employee shall be offered the opportunity to take any open positions for which the employee is qualified, but shall not be required to take a position outside the employee's work unit. If no job is available, the employee shall be placed on a recall list for a period of twelve (12) months, consistent with provisions of Section 6.6 of this Agreement, recognizing that the individual has not been laid-off nor are they on lay-off status. Individuals in this situation shall not be offered a vacant position unless no employee on layoff exercises recall options under that Section. The Employer shall be the judge of employee qualifications except that the Union may challenge the decision through the grievance procedure.

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. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

Section 5.10 PERFORMANCE EVALUATIONS Each employee shall receive a 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. It is the responsibility of the Supervisor to review the appraisal with the employee. The employee shall be given the opportunity to read the evaluation and attach their own comments within three (3) working days before placement in their personnel file. Employees will acknowledge such evaluation by signing the document; however, such signature will imply neither agreement nor disagreement with the evaluation. The employee will receive a copy of the evaluation prior to placement on 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, LAYOFF, RECALL

Section 6.1 APPLICATIONS Seniority shall be calculated from the most recent date of employment. On-call/per diem employees will commence as defined in Section 7.3. On-call/per diem employees who are hired as regular employees will have their seniority based on the total hours worked as an on-call/per diem employee, relative to a full-time equivalent. Seniority shall be observed in promotions, layoffs, recall, transfers, shift changes, assignment of overtime, additional hours, and paid time off preference. Upon rehire after a break in service which does not exceed ninety (90) days, an employee shall receive the rate of pay at the time of their separation from employment if the employee returns to the same or similar position. Such rehired employee does not retain any prior seniority, but shall have all seniority rights determined by the most recent date of rehire. However, the employee rehired within ninety (90) days from a break in service shall be placed in the pay step which the employee held immediately prior to the break in service, and shall continue to progress up the pay steps at the anniversary date of the most recent date of rehire if the employee returns to the same or similar position. Such employee's pay step shall carry over for purposes of promotions or other changes of positions. An employee transferring to the Sea Mar Community Health Centers from an OPEIU represented position at the Care Center, Cannon House or Homecare will have their most recent date of hire recognized for purposes of seniority.

In the event two or more seniority dates are the same, the Employer shall be the judge of the employee best suited for the position except that the Union may challenge the decision through the grievance procedure.

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. 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 in a classification/job title is required in any work unit, 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. In determining whether to layoff a more senior employee over a less senior employee, the more senior employee will not be laid off solely because the employee may, in the Employer's judgment, require up to four (4) weeks orientation, which may include some skill enhancement. If a layoff results in the second least senior employee moving to another facility within a work unit and the employee does not choose to relocate, that employee shall be laid off instead of the least senior.

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, and severance pay.

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 and approved by the affected employee's supervisor with twenty-four (24) hour notice.

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.

Severance benefits shall be paid as follows:

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 layoff.

Section 6.4 DEFINITION OF WORK UNIT The term work unit is defined by classification within a geographical location. The locations are as follows:

- (a) All Whatcom County
- (b) All Skagit County and all of Island County
- (c) East King County: including Redmond, Issaquah, Bellevue, Kirkland and North Bend
- (d) Main King County: including Seattle, Kent, Auburn and Federal Way*

- (e) All of Snohomish County
- (f) All Pierce County
- (g) All Thurston County
- (h) All Clark County
- (i) All Franklin County
- (j) All of Grays Harbor County
- (k) All of Clallam County
- (l) All of Cowlitz County

*Clinics that open in King County during the life of this Agreement shall be designated in the appropriate King County work unit by mutual agreement between the Employer and Union.

The Employer shall first ask for volunteer(s) and select by seniority whenever appropriate when making reassignments within a work unit. The Employer retains the right to determine work assignments and reassignments within a work unit at Management's discretion to meet the Employer's needs, including, but not limited to, the efficient use of facilities, efficiency of operations, best mix of skill sets and working relationships. If an employee is denied a requested assignment for legitimate business reasons, the employee shall be informed of the reason no later than five (5) calendar days of making the request.

Once selected to relocate to a different location at another facility within a work unit as a permanent assignment, the employee shall be notified in writing at least two (2) weeks in advance of the move. If two (2) weeks is insufficient for the employee to rearrange such needs as childcare, the employee's supervisor shall work with the employee to provide a reasonable extension of time for the relocation. If the new location is farther than twenty-five (25) miles from the employee's current work site, the employee may choose to be laid off instead of accepting the new assignment.

If an employee is directed to a different location as a temporary assignment, and the change of location creates an additional commute of 25 or more additional miles for the employee, then the employee's work schedule shall be adjusted to accommodate for the additional commute.

Section 6.5 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) the impacted work unit(s);
- (d) a description of the FTE(s) to be reduced, eliminated and/or moved to another location, including work location and manager;
- (e) the names and FTE of the employees in the impacted classification(s) in the impacted work unit(s) and the seniority roster of each impacted classification;
- (f) the positions, classifications that will be remaining after the layoff(s) are implemented, including the FTE and shift hours of each position.

Section 6.6 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 Administration or designee once a month to advise the Employer of the employee's availability for work. Failure to report breaks seniority. Preferences of employees may only be exercised for vacant positions. Where qualifications are a factor the Employer shall be judge of employee qualifications, except that the Union may challenge any decision reached by the Employer. 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. Employees who work forty (40) hours per week shall be entitled to benefits under the terms of this Agreement. Employees who work 30-39 hours per week are entitled to prorated

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.

Section 7.3 REGULAR ON-CALL/PER DIEM EMPLOYEES An on-call/per diem employee is one who works on an intermittent basis throughout the year to cover workload fluctuations or employee absences. On-call/per diem employees may work on an indefinite intermittent basis but will not be used regularly to fill a regular position. On-call/per diem employees are not eligible for benefits. On-call/per diem employees shall be given consideration over new hires in application for regular hours.

Effective upon ratification of this Agreement, on-call/per diem 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. On-call/per diem employees will be eligible to receive their first anniversary step increment on their hire anniversary date; provided that, they have completed their 260 hours of service to be covered by this Agreement. Thereafter, on-call/per diem employees will advance to their next step upon completion of an additional 260 hours, not to exceed one time per a twelve (12) month period. On-call/per diem employees who have not yet reached 260 hours of service at Sea Mar shall not be covered by this Agreement and shall remain at the new hire wage rate until they have reached 260 hours of service and become Union members covered by this Agreement.

If a regular full time or part time employee resigns his/her position, has worked eighteen (18) months, and is subsequently rehired as on-call staff, Union membership shall resume upon working 130 on-call hours. The first day worked as on-call must be worked within 60 days of their termination as a full time or part time employee. The employees new hire date is based on the on-call hire date.

On-call/per diem employees who are hired as regular employees will have their anniversary date based on their hire date as a regular employee.

Section 7.4 TEMPORARY EMPLOYEE A temporary employee is one who is hired for a defined period to meet the Employer's workforce needs or caused by a regular employee's use of leave time as provided for in Articles 8, 9, 10 and 11 herein.

The duration of the temporary assignment must be defined at the time of hire. Such assignments shall not extend over twelve (12) months, unless mutually agreed to by the Employer and the Union.

Temporary employees will not be regularly utilized to fill regular positions beyond three (3) calendar months with the following exceptions:

- (a) Temporary employees hired to replace a regular employee on vacation or leave of absence may be retained on temporary status for the duration of the leave of absence. Employees will be notified by the Employer in writing of this temporary status when hired.
- (b) Temporary employees may be retained for consecutive assignments to cover PTO, FMLA or a leave of absence for different employees which may result in a temporary hire period in excess of three (3) months.
- (c) Temporary employees hired specifically for a project or for training needs for current employees.
- (d) Temporary employees who are hired to fill a vacant permanent position until the hiring process is completed and the position filled.
- (e) A position that is slated to be eliminated provided the Employer has provided advanced notice to the Union that a bargaining unit position is being eliminated.
- (f) Temporary employees also include interns and trainees.

Any temporary position that is going to be converted to a new permanent position, whether full or part-time, must be posted in accordance with Section 12.2. Position posting also applies to any current position that is vacated by an employee who is on a leave of absence and who resigns from that position or fails to return from said leave in accordance with Section 5.1.

Section 7.4(a) 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/per diem 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. Employees hired as on-call shall serve an initial probationary period of four hundred and eighty (480) hours. Probationary employees shall be entitled to all benefits under this Agreement accrued from initial work date, including the right to Union representation during investigatory meetings, 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. Termination or discipline of employees who have not completed 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. If an employee's probation period is to be extended, the Employer shall provide the employee with a performance improvement plan clearly outlining areas of concerns and expectations for improvement necessary to meet standards prior to the expiration of the initial period of probation.

Section 7.6 EXEMPT EMPLOYEES Exempt employees are those who occupy positions that are exempted from the overtime provisions of the Fair Labor Standards Act. Exempt employees are not eligible for overtime pay and are expected to work the hours necessary to perform the work and maintain productivity encounters. The core work week is at least forty (40) hours. In recognition of work beyond core hours, exempt employees shall receive three (3) additional days (24 hours) of PTO to be added to their contractual accrual rate on their date of hire, pro-rated for part-time employees. (This Section will apply to current exempt employees upon ratification of the Agreement)

ARTICLE 8

PAID TIME OFF (PTO)

Section 8.1 PAID TIME OFF PURPOSE 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 needs uses and employees are encouraged use of such time on a scheduled basis and as defined in Section 8.2.

Section 8.2 REQUESTS FOR PTO The Employer will make a good faith effort to accommodate request for PTO. An employee whose PTO request is denied shall receive a written explanation for denial on the PTO Request form.

Section 8.3 PTO/VACATION SCHEDULING Employees may take PTO as vacation to the extent it has been earned, unless otherwise approved by the Employer. Vacations will be scheduled by the Employer at mutually agreeable times in such a way as will least compromise the functions of the work unit and continuity of patient care. Vacation time already approved will be allowed if an employee transfers to a different worksite and/or department, provided that the employee shall have

informed the new supervisor at the conclusion of the transfer application process. The Employer will secure adequate staffing to provide improved vacation scheduling opportunities. Vacation requests for up to two weeks (14 consecutive days) will not be unreasonably denied. Longer vacations may be approved by the Employer on a case-by-case basis.

Section 8.4 PTO/VACATION POSTING PERIOD Vacations shall be scheduled by seniority within department or work unit during the selection period of January 15th through February 15th, as long as the employee can earn the necessary PTO before taking the requested time off. All vacation requests must be made no later than February 15th of each year for the vacation period commencing April 1st of the current year through March 31st of the following year. Vacations will be scheduled at a mutually agreeable time. Thanksgiving and Christmas vacations are granted on a rotating basis. The Employer will respond to all vacation requests submitted within the vacation-posting period by March 1st. Once PTO/vacation time has been approved a more senior employee may not bump a less senior employee.

Section 8.5 PTO/VACATION REQUESTS OUTSIDE OF POSTING PERIOD Employees who fail to request their vacation during the selection period recognize that their requests will be taken on first come first served basis. The Employer will respond to vacation requests that are made after the posting period within ten (10) working days from the date that 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 8.6 ACCRUAL OF PAID TIME OFF Paid time off benefits will be paid out as follows:

Permanent full-time employees will earn paid time off at the rate of twenty-four (24) days (192 hours) per year, accruing from the first day of initial work.

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

Beginning with fourth (4th) anniversary of regular employment, employees shall earn paid time off at the rate of twenty-seven (27) days (216 hours) per year.

Employees may not accrue more than 336 hours of unused paid time off at any time except the accrual shall be increased to 480 hours for those employees who are planning a maternity/paternity leave, provided that the Payroll Department is notified by the employee, in writing, when the employee or spouse or domestic partner becomes

pregnant. The increased amount of PTO hours may be used only for maternity/paternity leaves. Any unused accrued paid time-off in excess of this limitation shall be forfeited, unless prior approval is given by the Executive Director for excess accruals based upon the Employer's needs.

Section 8.7 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. PTO 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. If a holiday that is observed by the organization falls within paid time off period, that holiday shall not be counted as a day on which employees are taking paid time off.

Section 8.8 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. This provision shall not apply if PTO has been forfeited pursuant to Section 5.8.

Section 8.9 USE OF PAID TIME OFF Paid Time Off (PTO) may be taken in quarter hour, hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences.

Section 8.10 WAIVER OF SEATTLE MUNICIPAL CODE PROVISIONS The provisions of Seattle Municipal Code Chapter 14 (Paid Sick Time and Safe Time Ordinance) are waived.

ARTICLE 9

PAID TIME OFF - LONG-TERM ILLNESS/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.

ARTICLE 10

HOLIDAYS

Section 10.1 HOLIDAYS OBSERVED All regular full-time employees shall be eligible for ten (10) paid holidays per calendar year. 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. All regular full time employees who work 30-39 hours per week will be paid holidays on a pro-rated basis.

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 employee's 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. The least senior employee hired since the previous holiday shall work the next holiday, unless a more senior employee requests to work the holiday, before being placed into the rotation.

Section 10.2 HOLIDAYS DURING WEEKENDS OR PTO 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 PTO, the employee shall receive holiday pay instead of PTO pay. No sick leave will be paid for any work day immediately preceding or following a holiday unless accompanied with a note from the providing physician.

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, he/she 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 supervisor. Alternate holiday workday must be during regularly scheduled business hours and approved by the supervisor. The employee may not elect to trade holidays so as to work on a day when the Employer is closed for business.

Section 10.5 HOLIDAY TREATMENT FOR COMPRESSED SCHEDULES

This section applies to all employees who work a compressed work schedule of four (4) ten (10) hour days per week. If a holiday falls on a work day on which the employee is scheduled to work, the employee will receive eight (8) hours of holiday pay, and the remaining two hours which the employee does not work for that holiday may be taken, at the election of the employee, as leave without pay or by use of the employee's PTO benefit. If the holiday falls on a day on which the employee is not scheduled to work, then eight (8) hours of PTO shall be added to the employee's PTO accrual.

ARTICLE 11

LEAVE OF ABSENCE

Section 11.1 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, domestic partner, mother, father, son, daughter, stepparents, stepchildren, sister, brother, grandchildren or grandparents, and the above defined family members of a spouse or domestic partner. 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. Employees may obtain the domestic partnership certification paperwork from the Sea Mar Human Resources Department.

Section 11.1(a) For the bereavement leave period, the employee shall receive pay in the amount which the employee would have earned had he/she 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(a) 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 except as required by law.

Section 11.2(b) MEDICAL LEAVES OF ABSENCE Employees will be granted a medical leave of absence for the actual period of a medically related disability, provided that the medical leave shall not exceed twelve (12) months. Employees will be allowed to return to work with the same rate of pay. Employees on a medical leave of absence will neither lose nor gain seniority including contractual and step increases. There shall be no accrual of paid-time-off or other benefits. 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 be the rate in effect. Employees will need to make arrangements for self-payment of insurance coverage after the three (3) month period of time. Failure to arrange for self-pay of insurance after the three (3) months will result in lapse of insurance coverage. An employee hired to fill the position of the person on medical leave will be hired as a temporary employee. The temporary employee's period of employment may exceed three (3) months to cover the period of disability.

Section 11.2(c) PERSONAL LEAVE OF ABSENCE Employees may be permitted by the Department Head to take an unpaid leave of absence for personal reasons; provided that, the leave is requested in advance. Personal leaves cannot exceed three (3) 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, with no loss or gain of seniority, provided the leave does not exceed three (3) months. There shall be no accrual of paid-time-off or other benefits. Health insurance coverage shall not be paid by the Employer. Personal leave may be extended beyond three (3) months with approval of Department Head.

Section 11.2(d) 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.

*Domestic Partners will be registered by completing a form provided by Sea Mar.

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 FMLA except as permitted by law. Employees who have met all the conditions for FMLA 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/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.

Section 11.2(e) The Employer agrees 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. Employees may use accrued PTO 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 he/she 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, benefits and 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. The health insurance coverage benefit shall not continue for union leaves greater than thirty (30) days.

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 if they are defined as within the bargaining unit pursuant to Article 1 and which the Employer chooses to implement, those jobs will be offered to employees within the collective bargaining unit in accordance with Section 5.1 with appropriate consideration for employee qualifications and seniority in accordance with Article 6, Seniority. 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 their existing positions that change 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 or utilize their PTO; provided that, slots are available.

Section 12.3(b) Employees who wish to upgrade their skills may with Clinic/Program Manager approval attend training sessions without pay or utilize their PTO; provided that, slots are available. Completion of training does not assure a higher classification.

Section 12.4 CONTINUING EDUCATION Employees will submit

requests to their Manager. The Manager will then submit the request via email to the Executive Vice President or her designee for approval. The employee will be notified of approval or denial within seven (7) calendar days. Upon approval, the Employer will pay the cost of continuing education for regular employees. Such assistance shall be subject to approval of the subject matter to be studied and certification or completion of course. The Employer shall not unreasonably deny continuing education. Criteria used to determine reasonableness of requests include fund availability, relevance to current position, cost, staffing and continuing education time and funds expended by the requesting employee.

Section 12.5 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 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. Based on organizational/client needs, flexible work schedules may be implemented, provided the Employer works with employees impacted to prevent personal hardships in scheduling.

Section 13.1(a) WORKWEEK A normal workweek shall consist of forty (40) hours of work within a seven (7) day workweek and such workdays shall be consecutive whenever feasible. When a five (5) day work schedule is utilized, in keeping with organizational/client needs, five (5) consecutive workdays will be assigned by qualifications and seniority. Senior employees may request a five (5) consecutive day week only when shift changes, vacancies or new positions occur. 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. Employees doing shift work shall be assigned to the same shift, unless organizational needs necessitates otherwise or the employee transfers to a position that has a different shift requirement; provided that, the provisions of Section 5.3 are first met.

Section 13.2 ALTERNATIVE WORK SCHEDULE When mutually agreeable to the Employer and the employee, a flexible work schedule may be implemented. The establishment of an alternative work schedule will be considered on a case-by-case basis. An alternative work schedule will take

into consideration the needs of the organization and client care. Alternative work schedules can include a variety of flexible work hours. Alternative work schedules can include, but are not limited to, different start and end times, and ten (10) hours days. The Deputy Director will determine if and when alternate work schedules will be allowed.

Section 13.3 OVERTIME For hourly employees 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 a forty (40) hour week. All overtime must be approved by the immediate supervisor, designee or other appropriate available supervisory staff. The Employer may require overtime from time to time. Overtime will first be offered to bargaining unit members by seniority and qualifications. The most senior employee may choose to work or decline overtime. If there are no volunteers for the overtime offered, the Employer may assign the overtime in order of reverse seniority. However, seniority shall not apply if the work to be performed in overtime is specifically pertinent to a specific job assignment given to a particular employee. Overtime pay rates for work performed on a holiday shall be determined based upon the employee's regular pay rate and not upon any holiday premium.

Section 13.4 REST BREAKS Employees shall have fifteen minutes for break time during 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. Sea Mar will create a daily break schedule for non-exempt employees. It is the employee's responsibility to take their break and to notify supervisor if they are unable to take their break/s. It is the employee's responsibility to document their missed break/s on a form and will provide a copy to both the Union and the Sea Mar Executive Vice President or her designee.

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 at least a 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 approval of the supervisor. The meal period will be paid when the employee is required to be on duty during their meal period.

Section 13.6 TWO DAYS OFF The Employer will make all attempts to schedule regular and part-time employees at least two (2) consecutive days (and/or sixty [60] hours off in a seven [7] day period for twenty-four [24] hour facilities). 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 all attempts to provide twelve (12) hours off between scheduled shifts. All time worked within the twelve (12) hour requirement and continuing until the completion of the shift shall be paid at time and one half (1 ½) the employee's regular rate of pay unless the employee agreed to work an alternative work schedule that does not include a twelve (12) hour rest between shifts or if an employee volunteers to work an extra shift in addition to the originally posted schedule. Employees who advise the Employer in writing that they would like extra shifts as they become available in the future will be considered as volunteers.

Section 13.8 MONTHLY WORK SCHEDULE The monthly work schedule shall be posted no later than the fifteenth (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. This Section applies to all twenty-four (24) hour facilities and those clinics that may have varying schedules (e.g., open late one week evening or open on Saturday). For those clinics and/or employees who have a permanent schedule, there is no need to post schedules.

Section 13.9 REQUEST FOR ADDITIONAL HOURS When additional regular or temporary hours of work are available, current employees working less than forty (40) hours per week who have requested additional hours up to forty (40) hours per week shall be given preference by the Employer based on seniority, qualifications, and client and organization needs.

Section 13.9(a) Workload fluctuations, which include PTO, bereavement leave, etc., may be covered by temporary or on-call/per diem employees. If temporary or on-call/per diem staff are not available to cover these hours, current regular employees who have requested additional hours will be given preference regardless of regular hours worked.

Section 13.9(b) When all other considerations are equal, preference shall be given to extending the hours of current employees over hiring new employees; provided that such extension of hours for current employees do not result in placing an employee into a work week in excess of forty (40) hours per week. Priority will be given to regular employees who work less than forty (40) hours per week. 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. It is the responsibility of the employee to notify the supervisor of their request for additional hours.

Section 13.10 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 13.11 MINIMUM SCHEDULED TIME No employee shall be scheduled for less than two (2) consecutive hours per workday.

Section 13.12 Except by mutual agreement, the Employer shall not change regularly scheduled hours of work for the purpose of avoiding overtime.

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 shall provide medical, dental, vision insurance coverage equivalent to the health benefits package in effect as of the date of contract signing. The Employer agrees to pay 100% of the employee premium and 50% for eligible dependent premiums for permanent employees who work 30 hours or more per week.

MANDATORY UTILIZATION OF SEA MAR 340b PHARMACIES

Effective October 1, 2017, Employees shall pay for 40% of prescriptions filled at pharmacies other than at a Sea Mar 340b network pharmacy. If there isn't a Sea Mar or 340b pharmacy within the employee's home or work zip code the 40% obligation will be waived. If there is a Sea Mar or 340b pharmacy within the employee's work zip code, but not one within the employee's home zip code, and the employee fills the prescription other than at a Sea Mar 340b network pharmacy, then the employee share shall be reduced to 20% of the prescriptions. Employees can request that Sea Mar add additional 340b pharmacies by providing pharmacy name and address, and the Employer will make reasonable efforts to add the requested pharmacies into its 340b network. For purposes of this provision, reference to employees shall also include employee's dependents covered under Sea Mar's health plan. If an employee is traveling outside of an zip code that has a 340b pharmacy and needs to have a prescription filled, the 40% obligation will be reimbursed.

Effective April 1, 2006, the Union and Employer agree to the following changes in prescription charges for the life of the contract:

- 1) Retail Generic co-pay will increase to \$10.00 for a thirty (30) day supply.
- 2) Retail Single Source Brand (No generic available) co-pay will increase to \$15.00 for a thirty (30) day supply.

- 3) Retail Multi-Source Brand (Generic available) co-pay will increase to \$25.00 for a thirty (30) day supply.

The co-pays will increase as follows for the Mail Service Pharmacy:

- 1) Mail Service Generic co-pay will increase to \$15.00 for a ninety (90) day supply.
- 2) Mail Service Single Source Brand (No generic available) co-pay will increase to \$25.00 for a ninety (90) day supply.
- 3) Mail Service Multi-Source Brand (Generic available) co-pay will increase to \$35.00 for a ninety (90) day supply.

Additionally, coverage for adult dental bite-wing X-rays and colonoscopies as a preventative service are included. The Vision benefit will increase from \$180.00 per year to \$200.00 per year.

Members who use a Sea Mar doctor and have their prescriptions filled at a Sea Mar pharmacy will not be subject to prescription co-pays.

STEPPED COPAY STRUCTURE FOR EMERGENCY ROOM VISITS:

- 1st visit = \$100
- 2nd visit = \$100
- 3rd visit = \$200
- 4th visit = \$300

Section 14.3 COVERAGE AFTER TERMINATION Employees who terminate their employment at the Sea Mar Community Health Centers 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 shall not constitute notice. This Section does not apply to employees terminated for just cause as defined by Policy 100.17.

Section 14.4 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 Agency 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 LEAVE BALANCE An employee's current balance of PTO as of that pay period shall be reflected on each regular paycheck.

ARTICLE 16

WAGES AND OTHER COMPENSATION

Section 16.1(a) Effective April 2, 2017, the hourly rate of pay in effect on March 31, 2017 for each employee in the bargaining unit shall be increased by two percent (2%). Effective April 2, 2017, the wages in scales in "Attachment A" will be in effect.

Effective April 1, 2018, the hourly rate of pay in effect on March 31, 2018 for each employee in the bargaining unit shall be increased by two percent (2%). Effective April 1, 2018, the wages in scales in "Attachment A" will be in effect.

Effective March 31, 2019, the hourly rate of pay in effect on March 31, 2019 for each employee in the bargaining unit shall be increased by two percent (2%). Effective March 31, 2019, the wages in scales in

“Attachment A” will be in effect.

Section 16.1(b) In addition, each employee will move to the next step on the wage scale on the employee’s anniversary date. Those employees at or beyond the top step of the wage scale will receive a two percent (2%) wage increase effective April 2, 2017, April 1, 2018 and March 31, 2019 respectively of each contract year.

Section 16.2 The Receptionists Trainee will be hired at the base rate and will automatically move to the Receptionist position upon successful completion of a sixty (60) working day training/probationary period. Receptionist trainee will be for those new employees with no prior health care reception experience. All experienced individuals may be hired into the Receptionist position.

Employees who are hired to work evening or nightshifts will receive a twenty-five cent per hour (\$0.25) evening shift differential and a fifty cent per hour (\$0.50) night shift differential. Employees will be paid for all hours worked, both regular and overtime, at the rate for the shift for which they were hired. This provision shall apply only to the 24-hour facilities.

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 anytime within a shift 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 or reports to Employer required meetings on their scheduled day off shall be guaranteed pay for at least two (2) hours. The employee who reports to a required meeting on their scheduled day off shall remain at work for the full two (2) hours performing other work duties if the meeting is less than two (2) hours in duration. This provision will not apply if the employee is notified one (1) hour before the beginning of the shift or meeting to stay home.

Section 16.5 WORK ON AN UNSCHEDULED DAY Employees who are called to work on an unscheduled day shall be paid time and one-half (1½) for all hours beyond forty (40) hours in the week. Straight-time shall be paid for any additional hours unless overtime provisions of Section 13.3 apply.

Section 16.6 TRAINING PAY Employees who are assigned the responsibility of training other employees, in a classroom or formalized setting, will receive premium pay of seventy-five cents (\$0.75) per hour for the number of hours they are training. This does not include orienting and/or training employees to their position, shadowing or observing.

Employees may not be directed to assess or evaluate the competencies of new staff. The Department Head will determine the need for training, if any. The training status must be preapproved through a supplemental payroll authorization. Travel time shall be at the employee's regular pay.

Section 16.7(a) TRANSPORTATION REIMBURSEMENT Employees who use their own vehicles in the function of their work shall be reimbursed for mileage at \$0.50 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. Per current Sea Mar Community Health Centers' practice, employees who receive infractions during the course of business (speeding tickets, parking tickets, etc.) are responsible to pay all fines and costs associated therewith.

Section 16.7(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 16.7(c) AUTO INSURANCE Employees who use their automobiles to conduct Agency business shall be expected to comply with state minimum auto insurance requirements. The Employer will maintain a policy of business auto insurance, which provides for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy. 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 16.8 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, except as provided by law. When assigned to work at a different location within the employee's work unit, the employee will be paid the difference between their normal commute time and the additional commute time to the new work location.

Section 16.9 CRISIS PHONE Mental Health Therapists required to be responsible for the crisis hotline phone after business hours will receive a stipend of seventy five (\$75) dollars per week. This responsibility shall be rotated on an equitable basis.

Section 16.10 OTHER AVAILABLE BENEFITS Credit unions and other similar financial benefits available to other employees of Sea Mar Community Health Centers 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(a) SEA MAR PROFIT SHARING PLAN AND SALARY REDUCTION PLANS An amount may be elected by each employee as a reduction in their minimum salary for the purpose of contributing such amount to the Employer's established salary reduction plans. An employee can elect any amount of salary reduction up to the maximum, in accordance with federal law. Employees who are eligible will also receive a three percent (3%) Employer contribution into Sea Mar's profit sharing plan.*

The Employer agrees to send a letter to the Administrator of Sea Mar's profit sharing plan demanding employee statements to be provided annually.

*Employees leaving Sea Mar who commence qualified retirement drawings that year do not have to be on the payroll as of December 31 of that year to receive and be credited with the Employer's contributions throughout the year. (implementation subject to IRS regulations)

Section 17.1(b) OPEIU SUPPLEMENTAL RETIREMENT 401(k) 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 in any way against any employee for Union activity, but such activity shall not be carried on during work time, except as specifically allowed by provisions of this Agreement or by management.

Section 18.2 PROTECTED CATEGORIES Neither the Union nor Employer, in carrying out its 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, gender identity, 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. The parties shall negotiate in good faith to provide an alternate provision.

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 workplace 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 workplace 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.

The Employer will make available to employees who work out in the field, an emergency-only use telephone. Dialing 911 will activate emergency personnel response. These telephones are to be used only in actual emergencies.

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 21.1(d) The Employer is committed to providing a safe and healthy environment for employees. To that end, Employer has developed and implemented health and safety policies and procedures. Employer will comply with state, and federal ergonomic rules and regulations.

Section 21.1(e) Training on how to handle a hostile person and de-escalation of such will be provided to all employees annually. Employees who must do home visits as a part of their job will be provided training as required by law.

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 12.5 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 Health Centers 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 Department Director

The employee, with the employee's Shop Steward, if requested, shall contact the employee's Department Head or Clinic/Program Manager and shall attempt to effect a settlement of the dispute. A written grievance shall be made within ten (10) workdays following the event giving rise to the grievance by the Union Representative or Shop Steward, by hand-delivery, mail, fax or email copy, with a copy directed to the Employer's Deputy Director. The grievance may include a request for information. The Department Head or Clinic/Program Manager or Program Supervisor shall provide the requested information within five (5) workdays of the information request. The Union Representative and/or Shop Steward and the Department Head or Clinic/Program Manager shall meet within ten (10) workdays following the filing of the written grievance statement. The Department Head or Clinic/Program Manager or Program Supervisor shall, within ten (10) workdays thereafter, provide the Union Representative and/or Shop Steward with a written answer to the grievance. When two (2) Department Heads are involved in the grievance procedure, one meeting can be held with both Department Heads present. 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.

The written grievance shall contain the following:

- (a) Initial facts on which the grievance is based, as then known to the employee, the Shop Steward or Union Representative.
- (b) Reference to Section(s) of the Agreement alleged to have been violated and a statement of how the actions in (a) above violate the Agreement.
- (c) Remedy sought.

The grievance, including the facts, theory and remedy sought, may be revised or modified throughout the grievance process.

Step 2 – Written Submission of the Grievance to Deputy Director

If the decision of the Department Head or Clinic/Program Manager does not settle the grievance, the Union Representative or Shop Steward may, within ten (10) workdays following the receipt of the Department Head's or Clinic/Program Manager's answer in Step 1, submit the written grievance to the Deputy Director and/or 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, as then known to the employee, Shop Steward or Union Representative.
- (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, Department Head or Clinic/Program Manager. 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.

Timelines under the grievance procedure may be extended by mutual written agreement.

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 moving party within fifteen (15) calendar days, 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 can not agree upon the selection of the arbitrator fifteen (15) days from the date of either party's request for arbitration under Section 22.4, an arbitrator shall be selected as follows: The moving party shall request and pay 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 moving party 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 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.

The arbitrator shall schedule a hearing 45 days after the arbitrator has been selected; however, the parties may extend the period as mutually agreed. Briefs by both parties shall be submitted within 30 days of the arbitration hearing. The arbitrator shall render his/her decision within 30 days after the final briefs are submitted to the arbitrator by 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. All other expenses, including attorney fees, shall be borne by the party incurring them.

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 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 client 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 client/employee information. Appropriate precautions shall be taken to preserve the anonymity of the client and 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 Central 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

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 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 25 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 March 31, 2020. Thereafter, the Agreement shall continue in effect from year to year 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 26, any strike or stoppage of work after any expiration date shall not be deemed in violation of any provision of this Agreement.

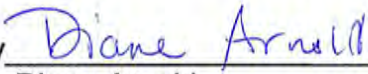
EXECUTED in Seattle, Washington this 9th day of November 2017.

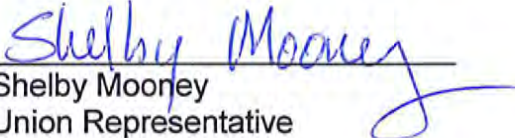
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UNION LOCAL NO. 8, AFL-CIO**

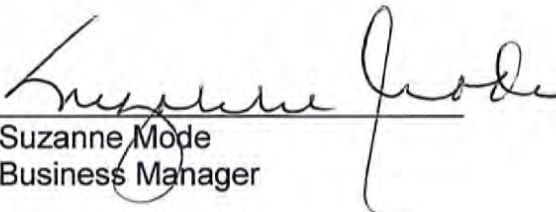
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CENTERS**

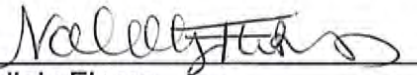
By 
Valarie Peaphon
Union Representative

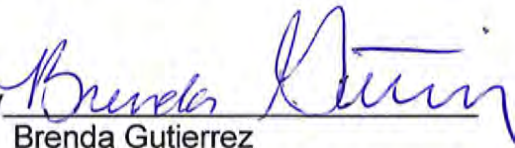
By 
Rogelio Riojas
Executive Director


By 
Diane Arnold
Union Representative

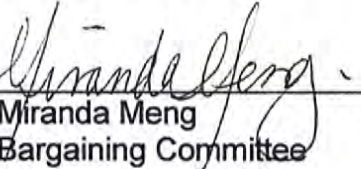
By 
Shelby Mooney
Union Representative

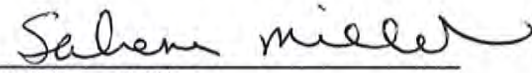
By 
Suzanne Mode
Business Manager

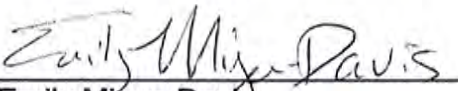
By 
Nallely Flores
Bargaining Committee

By 
Brenda Gutierrez
Bargaining Committee

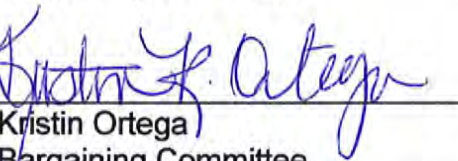
By 
Thomas Matson
Bargaining Committee


By 
Miranda Meng
Bargaining Committee

By 
Sabrena Miller
Bargaining Committee

By 
Emily Mizen-Davis
Bargaining Committee

By 
Daryn Nelsen-Sozu
Bargaining Committee

By 
Kristin Ortega
Bargaining Committee

By 
Lorrie Carlson
Bargaining Committee

By 
Elsa Robles
Bargaining Committee

**Sea Mar Community Health Center - OPEIU Local 8 Wage Scale
Positions Affected by 1/1/18 Minimum Wage Requirement**

Effective January 1, 2018 through March 31, 2018

Classification	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant I	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Art Therapist (BA)	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
BCHP	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Biller Trainee	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Call Center Specialist	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Case Manager (Homeless)	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Childcare Driver	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Childcare Teacher	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Client Advocate	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Cook I	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Customer Service Rep	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Dental Assistant Trainee	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Family Support Specialist	15.00	15.09	15.39	15.70	16.01	16.33	16.66	16.99
Group Life Counselor I	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Health Care Assistant	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Home Health Aide	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Maintenance/Housekeeping I	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Outreach Worker	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Pharmacy Assistant	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Receptionist	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Senior Advocate	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Treatment Attendant	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
WIC Clerk	15.00	15.09	15.39	15.70	16.01	16.33	16.66	16.99

Effective April 1, 2018 through March 30, 2019

Classification	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant I	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Art Therapist (BA)	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
BCHP	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Biller Trainee	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Call Center Specialist	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Case Manager (Homeless)	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Childcare Driver	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Childcare Teacher	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Client Advocate	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Cook I	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Customer Service Rep	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Dental Assistant Trainee	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Family Support Specialist	15.09	15.39	15.70	16.01	16.33	16.66	16.99	17.33
Group Life Counselor I	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Health Care Assistant	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Home Health Aide	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Maintenance/Housekeeping I	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Outreach Worker	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Pharmacy Assistant	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Receptionist	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Senior Advocate	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Treatment Attendant	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
WIC Clerk	15.09	15.39	15.70	16.01	16.33	16.66	16.99	17.33

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale
Positions Affected by 1/1/18 Minimum Wage Requirement

Effective March 31, 2019 through March 28, 2020

Classification	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant I	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Art Therapist (BA)	15.30	15.61	15.92	16.24	16.56	16.89	17.23	17.57
BCHP	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Biller Trainee	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Call Center Specialist	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Case Manager (Homeless)	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Childcare Driver	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Childcare Teacher	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Client Advocate	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Cook I	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Customer Service Rep	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Dental Assistant Trainee	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Family Support Specialist	15.39	15.70	16.01	16.33	16.66	16.99	17.33	17.68
Group Life Counselor I	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Health Care Assistant	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Home Health Aide	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Maintenance/Housekeeping I	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Outreach Worker	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Pharmacy Assistant	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Receptionist	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Senior Advocate	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Treatment Attendant	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
WIC Clerk	15.39	15.70	16.01	16.33	16.66	16.99	17.33	17.68

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale

Effective January 1, 2018 through March 31, 2018

Classification	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant I	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Admin Assistant II	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Art Therapist (BA)	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Art Therapist (MA)	16.66	16.99	17.33	17.68	18.03	18.39	18.76	19.14
BCHP	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Billor Trainee	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Billing Reimbursement Analyst	20.75	21.17	21.59	22.02	22.46	22.91	23.37	23.84
Billing Specialist I	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27
Billing Specialist II	16.60	16.94	17.28	17.62	17.97	18.33	18.70	19.07
Billing Specialist III	18.56	18.93	19.31	19.70	20.09	20.50	20.91	21.33
Call Center Specialist	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Care Coordinator I (Med Asst)	18.68	19.05	19.43	19.82	20.22	20.62	21.03	21.45
Care Coordinator II (Bachelors or LPN)	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.20
Case Manager (Care Management)	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Case Manager (Chemical Dependency)	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92
Case Manager (Homeless)	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Case Manager (Mental Health)	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
CDP II	21.42	21.85	22.29	22.73	23.19	23.65	24.12	24.60
CDP III	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78
Child and Family Clinical Therapist	25.50	26.01	26.53	27.06	27.60	28.15	28.72	29.29
Child and Family Clinical Therapist Licensed	27.54	28.09	28.65	29.23	29.81	30.41	31.01	31.63
Childcare Driver	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Childcare Teacher	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Childcare Teacher II/ECEAP	16.66	16.99	17.33	17.68	18.03	18.39	18.76	19.13
Citizenship ESL Instructor I	20.00	20.40	20.81	21.23	21.65	22.09	22.53	22.98
Citizenship ESL Instructor II	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57
Client Advocate	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Community Health Worker	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27
Community Resource Navigator	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Cook I	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Cook II	15.23	15.53	15.85	16.16	16.49	16.82	17.15	17.49
Customer Service Rep	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Dental Assistant Trainee	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Dental Asst I	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27
Dental Asst II	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Dental Asst III	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92
Education Specialist	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57
Family Support Specialist	15.00	15.09	15.39	15.70	16.01	16.33	16.66	16.99
Financial Specialist	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Group Life Counselor I	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Group Life Counselor II	15.23	15.53	15.85	16.16	16.49	16.82	17.15	17.49
Group Life Counselor III	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92
Health Care Advocate	15.68	16.00	16.32	16.64	16.98	17.32	17.67	18.02
Health Care Assistant	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Health Educator I (BA)	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.20
Health Educator II (RN/MA)	21.33	21.76	22.20	22.64	23.09	23.56	24.03	24.51
Health Information Management Clerk	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27
Home Health Aide	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Infant Case Manager	18.68	19.05	19.43	19.82	20.22	20.62	21.03	21.45
Integration Specialist (BA)	18.68	19.05	19.43	19.82	20.22	20.62	21.03	21.45
Integration Specialist I (Masters/Associate License)	21.33	21.76	22.20	22.64	23.09	23.56	24.03	24.51
Integration Specialist II (Masters/Fully Licensed or RN)	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57
LEAP Program Coordinator	22.06	22.50	22.95	23.41	23.88	24.36	24.85	25.35
LPN	20.00	20.40	20.81	21.23	21.65	22.09	22.53	22.98
Maintenance/Housekeeping I	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Maintenance/Housekeeping II	15.23	15.53	15.85	16.16	16.49	16.82	17.15	17.49
Maintenance/Housekeeping III	18.00	18.36	18.73	19.10	19.48	19.87	20.27	20.68
Maintenance/Housekeeping IV	20.75	21.17	21.59	22.02	22.46	22.91	23.37	23.84
Med Laboratory Tech	20.00	20.40	20.81	21.23	21.65	22.09	22.53	22.98
Med Technologist	22.66	23.11	23.57	24.04	24.52	25.01	25.51	26.02
Medical Assistant - Behavioral Health	17.06	17.41	17.75	18.11	18.47	18.84	19.22	19.60
Medical Assistant - Documentation Specialist	19.10	19.48	19.87	20.27	20.68	21.09	21.51	21.94
Medical Assistant Certified	17.06	17.41	17.75	18.11	18.47	18.84	19.22	19.60
Medical Assistant II (Do not use for staff hired after 3/12/15)	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14
Medical Assistant Registered	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Mental Health Therapist II (MA)	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78
Mental Health Therapist II (MA) Salary	46,675.20	47,608.70	48,560.88	49,532.10	50,522.74	51,533.19	52,563.86	53,615.14
Mental Health Therapist III (MA+)	25.50	26.01	26.53	27.06	27.60	28.15	28.72	29.29
Mental Health Therapist III (MA+) Salary	53,040.00	54,100.80	55,182.82	56,286.47	57,412.20	58,560.45	59,731.65	60,926.28
Mental Health Therapist IOP	23.46	23.93	24.41	24.90	25.39	25.90	26.42	26.95
Mental Health Therapist IOP (Salary)	48,796.80	49,772.74	50,768.19	51,783.55	52,819.23	53,875.61	54,953.12	56,052.18
Mental Health Therapist Licensed	27.54	28.09	28.65	29.23	29.81	30.41	31.01	31.63

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale

Effective January 1, 2018 through March 31, 2018

Mental Health Therapist Licensed (Salary)	57,283.20	58,428.86	59,597.44	60,789.39	62,005.18	63,245.28	64,510.19	65,800.39
MH + CDP Dual License	27.54	28.09	28.65	29.23	29.81	30.41	31.01	31.63
MH + CDP Dual License (Salary)	57,283.20	58,428.86	59,597.44	60,789.39	62,005.18	63,245.28	64,510.19	65,800.39
MSS Social Services Specialist	20.00	20.40	20.81	21.23	21.65	22.09	22.53	22.98
Nursing Assistant Certified	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Nutritionist RD	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88
OB Coordinator/Community Health Worker	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Outreach Worker	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Peer Counselor	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Pharmacy Assistant	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Pharmacy Technician	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Phlebotomist	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27
Phlebotomist/X-ray Tech	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
Receptionist	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Receptionist Trainee								
Referral Tracking Specialist	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
RN I	23.33	23.79	24.27	24.75	25.25	25.75	26.27	26.79
RN I Care Management	25.73	26.24	26.77	27.30	27.85	28.41	28.98	29.55
RN I MSS	25.73	26.24	26.77	27.30	27.85	28.41	28.98	29.55
RN II	24.65	25.14	25.64	26.16	26.68	27.21	27.76	28.31
RN II Care Management	28.26	28.83	29.40	29.99	30.59	31.20	31.83	32.46
RN II MSS	28.26	28.83	29.40	29.99	30.59	31.20	31.83	32.46
RN/Per Diem	23.33	23.79	24.27	24.75	25.25	25.75	26.27	26.79
Senior Advocate	15.00	15.00	15.27	15.58	15.89	16.21	16.53	16.86
Social Worker I	24.00	24.48	24.97	25.47	25.98	26.50	27.03	27.57
Social Worker II	25.50	26.01	26.53	27.06	27.60	28.15	28.72	29.29
Teacher - Special Ed/Inpatient	21.94	22.38	22.83	23.28	23.75	24.22	24.70	25.20
Teacher Certified/Inpatient	18.29	18.65	19.03	19.41	19.80	20.20	20.60	21.01
Treatment Attendant	15.00	15.00	15.00	15.30	15.61	15.92	16.24	16.56
Utilization Coordinator (RN)	23.33	23.79	24.27	24.75	25.25	25.75	26.27	26.79
WIC Breastfeeding Peer Counselor	15.38	15.69	16.00	16.32	16.65	16.98	17.32	17.67
WIC Clerk	15.00	15.09	15.39	15.70	16.01	16.33	16.66	16.99
WIC Nutri Asst Certifier I	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
WIC Nutri Asst Certifier II (BA)	18.68	19.05	19.43	19.82	20.22	20.62	21.03	21.45
X-Ray Technician	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.01
X-Ray Technician II	20.82	21.23	21.66	22.09	22.53	22.98	23.44	23.91
Youth Guidance Specialist	18.68	19.05	19.43	19.82	20.22	20.62	21.03	21.45
Youth Re-Engagement Specialist	18.68	19.05	19.43	19.82	20.22	20.62	21.03	21.45

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale
Effective April 1, 2018 through March 30, 2019

Classification	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant I	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Admin Assistant II	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Art Therapist (BA)	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Art Therapist (MA)	16.99	17.33	17.68	18.03	18.39	18.76	19.14	19.52
BCHP	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Billr Trainee	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Billing Reimbursement Analyst	21.14	21.57	22.00	22.44	22.89	23.35	23.82	24.30
Billing Specialist I	15.31	15.62	15.93	16.25	16.58	16.91	17.25	17.60
Billing Specialist II	16.94	17.28	17.62	17.97	18.33	18.70	19.07	19.45
Billing Specialist III	18.93	19.31	19.70	20.09	20.50	20.91	21.33	21.76
Call Center Specialist	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Care Coordinator I (Med Asst)	19.05	19.43	19.81	20.21	20.62	21.03	21.45	21.88
Care Coordinator II (Bachelors or LPN)	19.71	20.10	20.50	20.91	21.33	21.76	22.20	22.64
Case Manager (Care Management)	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Case Manager (Chemical Dependency)	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32
Case Manager (Homeless)	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Case Manager (Mental Health)	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
CDP II	21.85	22.29	22.73	23.19	23.65	24.12	24.60	25.09
CDP III	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.30
Child and Family Clinical Therapist	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88
Child and Family Clinical Therapist Licensed	28.09	28.65	29.23	29.81	30.41	31.01	31.63	32.26
Childcare Driver	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Childcare Teacher	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Childcare Teacher II/ECEAP	16.99	17.33	17.68	18.03	18.39	18.76	19.13	19.51
Citizenship ESL Instructor I	20.40	20.81	21.23	21.65	22.09	22.53	22.98	23.44
Citizenship ESL Instructor II	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12
Client Advocate	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Community Health Worker	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.62
Community Resource Navigator	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Cook I	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Cook II	15.53	15.85	16.16	16.49	16.82	17.15	17.49	17.84
Customer Service Rep	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Dental Assistant Trainee	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Dental Asst I	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.62
Dental Asst II	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Dental Asst III	17.69	18.04	18.40	18.77	19.15	19.53	19.92	20.32
Education Specialist	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12
Family Support Specialist	15.09	15.39	15.70	16.01	16.33	16.66	16.99	17.33
Financial Specialist	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Group Life Counselor I	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Group Life Counselor II	15.53	15.85	16.16	16.49	16.82	17.15	17.49	17.84
Group Life Counselor III	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32
Health Care Advocate	16.00	16.32	16.64	16.98	17.32	17.67	18.02	18.38
Health Care Assistant	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Health Educator I (BA)	19.71	20.10	20.50	20.91	21.33	21.75	22.19	22.63
Health Educator II (RN/MA)	21.76	22.20	22.64	23.09	23.56	24.03	24.51	25.00
Health Information Management Clerk	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.62
Home Health Aide	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Infant Case Manager	19.04	19.43	19.82	20.21	20.61	21.02	21.44	21.87
Integration Specialist (BA)	19.04	19.43	19.82	20.21	20.61	21.02	21.44	21.87
Integration Specialist I (Masters/Associate License)	21.76	22.20	22.64	23.09	23.56	24.03	24.51	25.00
Integration Specialist II (Masters/Fully Licensed or RN)	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12
LEAP Program Coordinator	22.50	22.95	23.41	23.88	24.36	24.85	25.35	25.86
LPN	20.40	20.81	21.23	21.65	22.09	22.53	22.98	23.44
Maintenance/Housekeeping I	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Maintenance/Housekeeping II	15.53	15.85	16.16	16.49	16.82	17.15	17.49	17.84
Maintenance/Housekeeping III	18.36	18.73	19.10	19.48	19.87	20.27	20.68	21.09
Maintenance/Housekeeping IV	21.17	21.59	22.02	22.46	22.91	23.37	23.84	24.32
Med Laboratory Tech	20.40	20.81	21.23	21.65	22.09	22.53	22.98	23.44
Med Technologist	23.11	23.57	24.04	24.52	25.01	25.51	26.02	26.54
Medical Assistant - Behavioral Health	17.41	17.75	18.11	18.47	18.84	19.22	19.60	19.99
Medical Assistant - Documentation Specialist	19.48	19.87	20.27	20.68	21.09	21.51	21.94	22.38
Medical Assistant Certified	17.41	17.75	18.11	18.47	18.84	19.22	19.60	19.99
Medical Assistant II (Do not use for staff hired after 3/12/15)	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56
Medical Assistant Registered	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Mental Health Therapist II (MA)	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.30
Mental Health Therapist II (MA) Salary	47,608.70	48,560.88	49,532.10	50,522.74	51,533.19	52,563.86	53,615.14	54,687.44
Mental Health Therapist III (MA+)	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88
Mental Health Therapist III (MA+) Salary	54,100.80	55,182.82	56,286.47	57,412.20	58,560.45	59,731.65	60,926.28	62,144.81
Mental Health Therapist IOP	23.93	24.41	24.90	25.39	25.90	26.42	26.95	27.49
Mental Health Therapist IOP (Salary)	49,772.74	50,768.19	51,783.55	52,819.23	53,875.61	54,953.12	56,052.18	57,173.22
Mental Health Therapist Licensed	28.09	28.65	29.23	29.81	30.41	31.01	31.63	32.26

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale

Effective April 1, 2018 through March 30, 2019

Mental Health Therapist Licensed (Salary)	58,428.86	59,597.44	60,789.39	62,005.18	63,245.28	64,510.19	65,800.39	67,116.40
MH + CDP Dual License	28.09	28.65	29.23	29.81	30.41	31.01	31.63	32.26
MH + CDP Dual License (Salary)	58,428.86	59,597.44	60,789.39	62,005.18	63,245.28	64,510.19	65,800.39	67,116.40
MSS Social Services Specialist	20.40	20.81	21.23	21.65	22.08	22.53	22.98	23.44
Nursing Assistant Certified	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Nutritionist RD	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.48
OB Coordinator/Community Health Worker	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Outreach Worker	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Peer Counselor	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Pharmacy Assistant	15.00	15.00	15.30	15.61	15.92	16.24	16.56	16.89
Pharmacy Technician	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Phlebotomist	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.62
Phlebotomist/X-ray Tech	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
Receptionist	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Referral Tracking Specialist	16.32	16.64	16.98	17.32	17.66	18.01	18.37	18.74
RN I	23.79	24.27	24.75	25.25	25.75	26.27	26.79	27.33
RN I Care Management	26.24	26.77	27.30	27.85	28.41	28.98	29.55	30.14
RN I MSS	26.24	26.77	27.30	27.85	28.41	28.98	29.55	30.14
RN II	25.14	25.64	26.16	26.68	27.21	27.76	28.31	28.88
RN II Care Management	28.83	29.40	29.99	30.59	31.20	31.83	32.46	33.11
RN II MSS	28.83	29.40	29.99	30.59	31.20	31.83	32.46	33.11
RN/Per Diem	23.79	24.27	24.75	25.25	25.75	26.27	26.79	27.33
Senior Advocate	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Social Worker I	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12
Social Worker II	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88
Teacher - Special Ed/Inpatient	22.38	22.83	23.28	23.75	24.22	24.70	25.20	25.70
Teacher Certified/Inpatient	18.65	19.03	19.41	19.80	20.20	20.60	21.01	21.43
Treatment Attendant	15.00	15.27	15.58	15.89	16.21	16.53	16.86	17.20
Utilization Coordinator (RN)	23.79	24.27	24.75	25.25	25.75	26.27	26.79	27.33
WIC Breastfeeding Peer Counselor	15.69	16.00	16.32	16.65	16.98	17.32	17.67	18.02
WIC Clerk	15.09	15.39	15.70	16.01	16.33	16.66	16.99	17.33
WIC Nutri Asst Certifier I	16.32	16.65	16.98	17.32	17.67	18.02	18.38	18.75
WIC Nutri Asst Certifier II (BA)	19.05	19.43	19.82	20.22	20.62	21.03	21.45	21.88
X-Ray Technician	18.66	19.03	19.41	19.80	20.20	20.60	21.01	21.43
X-Ray Technician II	21.23	21.66	22.09	22.53	22.98	23.44	23.91	24.39
Youth Guidance Specialist	19.05	19.43	19.81	20.21	20.62	21.03	21.45	21.88
Youth Re-Engagement Specialist	19.05	19.43	19.81	20.21	20.62	21.03	21.45	21.88

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale
Effective March 31, 2019 through March 28, 2020

Classification	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Admin Assistant I	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Admin Assistant II	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Art Therapist (BA)	15.30	15.61	15.92	16.24	16.56	16.89	17.23	17.57
Art Therapist (MA)	17.33	17.68	18.03	18.39	18.76	19.14	19.52	19.91
BCHP	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Billr Trainee	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Billing Reimbursement Analyst	21.57	22.00	22.44	22.89	23.35	23.82	24.30	24.79
Billing Specialist I	15.62	15.93	16.25	16.58	16.91	17.25	17.60	17.95
Billing Specialist II	17.28	17.62	17.97	18.33	18.70	19.07	19.45	19.84
Billing Specialist III	19.31	19.70	20.09	20.50	20.91	21.33	21.76	22.20
Call Center Specialist	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Care Coordinator I (Med Asst)	19.43	19.81	20.21	20.62	21.03	21.45	21.88	22.32
Care Coordinator II (Bachelors or LPN)	20.10	20.50	20.91	21.33	21.76	22.20	22.64	23.09
Case Manager (Care Management)	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Case Manager (Chemical Dependency)	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.73
Case Manager (Homeless)	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Case Manager (Mental Health)	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
CDP II	22.29	22.73	23.19	23.65	24.12	24.60	25.09	25.59
CDP III	23.35	23.81	24.29	24.78	25.27	25.78	26.30	26.83
Child and Family Clinical Therapist	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.48
Child and Family Clinical Therapist Licensed	28.65	29.23	29.81	30.41	31.01	31.63	32.26	32.91
Childcare Driver	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Childcare Teacher	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Childcare Teacher II/ECEAP	17.33	17.68	18.03	18.39	18.76	19.13	19.51	19.90
Citizenship ESL Instructor I	20.81	21.23	21.65	22.09	22.53	22.98	23.44	23.91
Citizenship ESL Instructor II	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68
Client Advocate	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Community Health Worker	15.64	15.95	16.27	16.60	16.93	17.27	17.62	17.97
Community Resource Navigator	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Cook I	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Cook II	15.85	16.16	16.49	16.82	17.15	17.49	17.84	18.20
Customer Service Rep	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Dental Assistant Trainee	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Dental Asst I	15.64	15.95	16.27	16.60	16.93	17.27	17.62	17.97
Dental Asst II	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Dental Asst III	18.04	18.40	18.77	19.15	19.53	19.92	20.32	20.73
Education Specialist	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68
Family Support Specialist	15.39	15.70	16.01	16.33	16.66	16.99	17.33	17.68
Financial Specialist	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Group Life Counselor I	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Group Life Counselor II	15.85	16.16	16.49	16.82	17.15	17.49	17.84	18.20
Group Life Counselor III	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.73
Health Care Advocate	16.32	16.64	16.98	17.32	17.67	18.02	18.38	18.75
Health Care Assistant	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Health Educator I (BA)	20.10	20.50	20.91	21.33	21.75	22.19	22.63	23.08
Health Educator II (RN/MA)	22.20	22.64	23.09	23.56	24.03	24.51	25.00	25.50
Health Information Management Clerk	15.64	15.95	16.27	16.60	16.93	17.27	17.62	17.97
Home Health Aide	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Infant Case Manager	19.43	19.82	20.21	20.61	21.02	21.44	21.87	22.31
Integration Specialist (BA)	19.43	19.82	20.21	20.61	21.02	21.44	21.87	22.31
Integration Specialist I (Masters/Associate License)	22.20	22.64	23.09	23.56	24.03	24.51	25.00	25.50
Integration Specialist II (Masters/Fully Licensed or RN)	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68
LEAP Program Coordinator	22.95	23.41	23.88	24.36	24.85	25.35	25.86	26.38
LPN	20.81	21.23	21.65	22.09	22.53	22.98	23.44	23.91
Maintenance/Housekeeping I	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Maintenance/Housekeeping II	15.85	16.16	16.49	16.82	17.15	17.49	17.84	18.20
Maintenance/Housekeeping III	18.73	19.10	19.48	19.87	20.27	20.68	21.09	21.51
Maintenance/Housekeeping IV	21.59	22.02	22.46	22.91	23.37	23.84	24.32	24.81
Med Laboratory Tech	20.81	21.23	21.65	22.09	22.53	22.98	23.44	23.91
Med Technologist	23.57	24.04	24.52	25.01	25.51	26.02	26.54	27.07
Medical Assistant - Behavioral Health	17.75	18.11	18.47	18.84	19.22	19.60	19.99	20.39
Medical Assistant - Documentation Specialist	19.87	20.27	20.68	21.09	21.51	21.94	22.38	22.83
Medical Assistant Certified	17.75	18.11	18.47	18.84	19.22	19.60	19.99	20.39
Medical Assistant II (Do not use for staff hired after 3/12/15)	19.14	19.53	19.92	20.32	20.72	21.14	21.56	21.99
Medical Assistant Registered	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Mental Health Therapist II (MA)	23.35	23.81	24.29	24.78	25.27	25.78	26.30	26.83
Mental Health Therapist II (MA) Salary	48,560.88	49,532.10	50,522.74	51,533.19	52,563.86	53,615.14	54,687.44	55,781.19
Mental Health Therapist III (MA+)	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.48
Mental Health Therapist III (MA+) Salary	55,182.82	56,286.47	57,412.20	58,560.45	59,731.65	60,926.28	62,144.81	63,387.71
Mental Health Therapist IOP	24.41	24.90	25.39	25.90	26.42	26.95	27.49	28.04
Mental Health Therapist IOP (Salary)	50,768.19	51,783.55	52,819.23	53,875.61	54,953.12	56,052.18	57,173.22	58,316.68
Mental Health Therapist Licensed	28.65	29.23	29.81	30.41	31.01	31.63	32.26	32.91

Sea Mar Community Health Center - OPEIU Local 8 Wage Scale

Effective March 31, 2019 through March 28, 2020

Mental Health Therapist Licensed (Salary)	59,597.44	60,789.39	62,005.18	63,245.28	64,510.19	65,800.39	67,116.40	68,458.73
MH + CDP Dual License	28.65	29.23	29.81	30.41	31.01	31.63	32.26	32.91
MH + CDP Dual License (Salary)	59,597.44	60,789.39	62,005.18	63,245.28	64,510.19	65,800.39	67,116.40	68,458.73
MSS Social Services Specialist	20.81	21.23	21.65	22.08	22.53	22.98	23.44	23.91
Nursing Assistant Certified	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Nutritionist RD	27.06	27.60	28.15	28.72	29.29	29.88	30.48	31.09
OB Coordinator/Community Health Worker	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Outreach Worker	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Peer Counselor	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Pharmacy Assistant	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23
Pharmacy Technician	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Phlebotomist	15.64	15.95	16.27	16.60	16.93	17.27	17.62	17.97
Phlebotomist/X-ray Tech	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
Receptionist	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Referral Tracking Specialist	16.64	16.98	17.32	17.66	18.01	18.37	18.74	19.11
RN I	24.27	24.75	25.25	25.75	26.27	26.79	27.33	27.88
RN I Care Management	26.77	27.30	27.85	28.41	28.98	29.55	30.14	30.74
RN I MSS	26.77	27.30	27.85	28.41	28.98	29.55	30.14	30.74
RN II	25.64	26.16	26.68	27.21	27.76	28.31	28.88	29.46
RN II Care Management	29.40	29.99	30.59	31.20	31.83	32.46	33.11	33.77
RN II MSS	29.40	29.99	30.59	31.20	31.83	32.46	33.11	33.77
RN/Per Diem	24.27	24.75	25.25	25.75	26.27	26.79	27.33	27.88
Senior Advocate	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Social Worker I	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68
Social Worker II	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.48
Teacher - Special Ed/Inpatient	22.83	23.28	23.75	24.22	24.70	25.20	25.70	26.21
Teacher Certified/Inpatient	19.03	19.41	19.80	20.20	20.60	21.01	21.43	21.86
Treatment Attendant	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Utilization Coordinator (RN)	24.27	24.75	25.25	25.75	26.27	26.79	27.33	27.88
WIC Breastfeeding Peer Counselor	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38
WIC Clerk	15.39	15.70	16.01	16.33	16.66	16.99	17.33	17.68
WIC Nutri Asst Certifier I	16.65	16.98	17.32	17.67	18.02	18.38	18.75	19.13
WIC Nutri Asst Certifier II (BA)	19.43	19.82	20.22	20.62	21.03	21.45	21.88	22.32
X-Ray Technician	19.03	19.41	19.80	20.20	20.60	21.01	21.43	21.86
X-Ray Technician II	21.66	22.09	22.53	22.98	23.44	23.91	24.39	24.88
Youth Guidance Specialist	19.43	19.81	20.21	20.62	21.03	21.45	21.88	22.32
Youth Re-Engagement Specialist	19.43	19.81	20.21	20.62	21.03	21.45	21.88	22.32