

**OPEIU LOCAL 8/SEA MAR COMMUNITY HEALTH CENTERS  
CONTRACT NEGOTIATIONS**

**Tentative Agreement**

**3/29/17**

**ARTICLE 2**

**UNION MEMBERSHIP**

**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.

**TA 3/17/17**

**New 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.**

**TA 3/7/17**

**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.

**TA 3/21/17**

#### **Section 5.4 PROBATIONARY PERIOD**

**The Union proposes to move Section 5.4 into Section 7.5. Renumber subsequent section in Article 5.**

**Section 5.11 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.

**TA 3/17/17**

### **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.**

**TA 3/22/17**

**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 regular **permanent** assignment, the employee shall be notified in writing at least ~~one (1)~~ **two (2) weeks** in advance of the move. **If two 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.**

TA 3/22/17

## ARTICLE 7

### **EMPLOYEE CLASSIFICATION**

**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.**

TA 3/17/17

## ARTICLE 8

### **PAID TIME OFF (PTO)**

**Section 8.4 PTO/VACATION POSTING PERIOD** Vacations shall be scheduled by seniority within department or work unit during the selection period of January 4 **15** through February 28 **15**, 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 28 **15th** of each year for the vacation **period commencing April 1<sup>st</sup> of the current year through March 31<sup>st</sup> 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 45 **1st**. Once PTO/vacation time has been approved a more senior employee may not bump a less senior employee.

TA 3/17/17

**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 (4<sup>th</sup>) 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.

TA 3/21/17

## ARTICLE 10

### HOLIDAYS

**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.**

TA 3/7/17

## ARTICLE 12

### SYSTEM OR REGULATIONS CHANGES AND TRAINING

**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 by ~~Department Head~~, 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.  
**TA 3/17/17**

## ARTICLE 13

### HOURS OF WORK

#### **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.**

**TA 3/22/17**

**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.**

**TA 3/7/17**

**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.**

**TA 3/29/17**

## ARTICLE 16

### WAGES AND OTHER COMPENSATION

**Section 16.1(a)** Effective April 2 6, 20147, the hourly rate of pay in effect on March 31, 20137 for each employee in the bargaining unit shall be increased by two percent (2%). Effective April 2 6, 20147, the wages in scales in "Attachment A" will be in effect.

Effective April 1 5, 20158, the hourly rate of pay in effect on March 31, 20148 for each employee in the bargaining unit shall be increased by two percent (2%). Effective April 1 5,

2015~~8~~, the wages in scales in "Attachment A" will be in effect.

Effective **March 31** ~~April 4~~, 2016~~9~~, the hourly rate of pay in effect on March 31, 2015 ~~9~~ for each employee in the bargaining unit shall be increased by two percent (2%). Effective **March 31** ~~April 4~~, 2016 ~~9~~, 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 ~~6~~, 2014~~7~~, April 5, 2015~~8~~ and April 4, 2016 ~~9~~ respectively of each contract year.

**TA 3/29/17**

**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. ~~whether an employee is doing the work correctly.~~ **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.

**TA 3/22/17**

**Section 16.7(a) TRANSPORTATION REIMBURSEMENT** Employees who use their own vehicles in the function of their work shall be reimbursed for mileage at \$0.48 ~~\$0.48~~ **\$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.

**TA 3/29/17**

**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 16.8 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.**

**TA 3/17/17**

**Section 16.x 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.**

**TA 3/29/17**

**ARTICLE 18**

**NON-DISCRIMINATION**

**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).

**TA 3/7/17**

**ARTICLE 21**

**HEALTH AND SAFETY**

**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.**

**TA 3/24/17**

**ARTICLE 26**

**TERMINATION AND RENEWAL**

This Agreement shall be in full effect until March 31, 201720. 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.

**TA 3/29/17**

**Changes to Healthcare plan design:**

- **Added stepped copay structure for ER visits:**
  - 1<sup>st</sup> = \$100
  - 2<sup>nd</sup> = \$100
  - 3<sup>rd</sup> = \$200
  - 4<sup>th</sup> = \$300

**TA 3/24/17**

- **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.**

**TA 3/29/17**

**Agenda Issues for Labor/Management discussion:**

**Performance Evaluation Policy/Process/Training**

**Missed Break Form**

**Contract merger**

**Language differential**

**Licensure/Supervision provided by Sea Mar**

**PTO donation policy**

**SUD dedicated time for CPS/Courts**

**MA workload/hedis/incentive pay/apprenticeship program**

**Translation differential**