

## MEMORANDUM OF AGREEMENT

Between

SEA MAR COMMUNITY HEALTH CENTERS, CARE CENTER, CANNON HOUSE AND  
HOME CARE (AIDES)

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

### Novel Coronavirus (COVID-19) Emergency Agreement

The Memorandum of Agreement between OPEIU 8 (hereafter "Union") and Sea Mar Community HealthCenters (hereafter "Employer") is entered into as a result of the Novel Coronavirus (COVID-19) Pandemic regarding temporary processes, procedures, work restrictions and pay provisions. Once the crisis is resolved, normal working conditions will resume.

The Employer and the Union agree to the following terms:

#### **Reduced Workload**

Sea Mar Community Health Centers is an essential employer and as such shall remain open during the pandemic. Essential personnel are expected to report to work as scheduled unless otherwise notified. Regular leave policies and procedures should be followed for employees who are unable to report to work.

Departments will need to maintain staff on site, while adhering to social distancing to assist any clients showing in person. Planning for ½ staffing (work from home and in office) should be maintained where possible and where enough work is available. Otherwise, staff may be asked to stay home and may opt to use PTO or unpaid time. If staff opt for unpaid time they can apply for standby unemployment through the Washington State Employment Security Department.

Sea Mar has experienced a significant reduction in productivity in all departments. As a result of the reduced workload, some staff may need to take PTO or unpaid time and file for standby unemployment during the periods they are not working. Supervisors will work with managers and department heads to determine schedules for employees rotating on and off work weeks in departments where all staff is not needed. Supervisors shall make a good faith effort to take into consideration the employee's needs. Work productivity and needs will be monitored on a daily basis and staffing may be adjusted as needed.

#### **Negative PTO Program**

Sea Mar shall permit employees who are experiencing a reduction of work hours the choice to utilize negative PTO hours so that they may maintain their level of income during the COVID-19 pandemic.

1. Eligible employees who have exhausted their available PTO accrued hours may take PTO on a negative basis. These shall be considered advances to the employees on their future PTO accruals.
2. Eligible employees shall have future PTO accruals applied to repay any negative PTO balance.
3. Eligible employees may use up to 100 hours of negative PTO.
4. After matters normalize from the COVID-19 pandemic, negative PTO shall no longer be available. An employee who wishes to take time off post-COVID-19 and who has a negative PTO balance may be permitted to take unpaid leave time, subject to approval by the employee's manager under normal leave request policies.
5. If employment is separated due to layoff, the employer will waive the employee's negative PTO balance. If an employee is terminated for cause or voluntarily resigns, they will be required to pay back the negative PTO balance.

### **Healthcare Benefits**

The Employer agrees to maintain healthcare coverage for employees working reduced schedules through June 2020 and as otherwise required by law. If necessary, the parties will reconvene to negotiate healthcare coverage for employees working reduced schedules beyond this timeframe.

### **Telework**

Due to the current COVID-19 (coronavirus) outbreak, many employees are inquiring about the ability to work from home. Sea Mar Community Health Centers is an essential employer and as such shall remain open during the pandemic. Sea Mar is implementing voluntary, temporary telecommuting arrangements for certain employees whose job duties are conducive to working from home but who do not regularly telecommute and to the extent the organization has the equipment and patient demand to allow employees to work from home. However, there are some positions at Sea Mar that require the employee to be physically present in the workplace and have no means of telecommuting.

Supervisors, with approval from Department Heads and the Deputy Director, may allow some of their staff to telecommute on a short-term basis during the outbreak. Positions that are allowed to work from home will be considered on a case-by-case basis determined by work function, if there is equipment available, and impact on patient services. Employees that fall into a category deemed by the CDC as "high risk" for severe illness from COVID-19 will be given first priority to telework, next priority will be given to employees based on seniority.

Supervisors will regularly communicate with their staff regarding the fluidity of such situations, as well as changing business needs such as the need to report to the office. Supervisors must have a communication, monitoring work and reporting work plan in place for daily updates prior to submitting approval requests for employees to telecommute.

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Work productivity and needs may be monitored on a daily basis and future staffing needs will be adjusted as needed.

The arrangements to work from home are expected to be short term and Sea Mar will continue to monitor guidance from health officials and the need for remote work arrangements. Employees should not assume any specified period of time for telework, and Sea Mar may require employees to return to regular, in-office work at any time.

**Work from Home Environment**

Employees will be covered by Workers' Compensation for job-related injuries that occur in the course of employment. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

**Expectations for All Staff**

Telecommuting staff members are responsible to:

Fulfill the expectations agreed upon with their supervisor regarding the scope of their telecommuting assignment, such as:

- Working a full work day.
- Duties and responsibilities.
- Communication of work assignments and personal needs, including reporting absences of work due to injury, illness, or caring for a family member.
- The use of Sea Mar equipment and materials.
- Appropriately complete their timecard.
- Protect Sea Mar patient information by following the organization's policies governing information security, software licensing, and data protection; ensuring that unauthorized individuals do not access to any of the data, either in print or electronically; and not accessing restricted-level information in print or electronically unless approved by the supervisor and protected by policy-compliant encryption and/or physical controls.
- Maintain a safe environment in which to work.
- The opportunity to work from home will be granted for a limited period of time.
- The opportunity to work from home may be withdrawn at any time.
- If the employee cannot work remotely due to illness or the need to care for a family member who needs assistance, they must notify their supervisor no later than the beginning of their scheduled shift, or as soon as practicable. The employee will take PTO or unpaid time if applying for Washington State Paid Family and Medical Leave and/or FMLA.
- The employee must adhere to all Sea Mar timekeeping policies and procedures.
- Work day and work hour rules, including meal and rest breaks must be observed.

- Employees must be available by phone and/or email during their regular business hours.

All Employees:

Employees must e-mail their supervisor at the end of each business day providing a progress report on their work, including:

1. projects they have completed during the day
2. pending projects and their estimated date of completion
3. items on which they seek supervisory approval and/or insight and direction
4. all other items on their daily report form

Supervisors must communicate specific expectations to individual team members based on each person's needs and circumstance. To ensure that the telecommuting assignment is mutually beneficial to both the organization and staff members, planning and communicating expectations in advance of the telecommuting is crucial.

On a go forward basis, if work productivity cannot be validated and maintained, employees may then be required to return to on-site work or take PTO or unpaid time.

### **General Agreement**

Staff members must comply with Sea Mar Community Health Center's rules, policies, practices, and instructions and understand that violation of same may result in termination of telecommuting privileges and/or discipline up to, and including, termination.

Short-term telecommuting in extraordinary circumstances does not change the basic terms and conditions of employment with Sea Mar. Telecommuting assignments do not change a staff member's classification, compensation, or benefits. The accrual and charging of leave time are subject to the same policies and procedures applicable to non-telecommuting staff members.

### **Additional Provisions**

#### **Holiday**

Employees who normally work a forty (40) hour work week and are working reduced schedules will be eligible for full holiday pay. Employees who regularly work 30-39 hours working reduced schedules will be eligible for prorated holiday pay based on their hired FTE status.

#### **COVID-19 Reporting and Retaliation**

The Employer will not retaliate against any employee who has or suspects they have contracted or been exposed to COVID-19. As such, employees shall be assured of discretion and protection, and are required to immediately report to the Chief Medical Officer, Ricardo Jimenez, [RicardoJimenez@seamarchc.org](mailto:RicardoJimenez@seamarchc.org) and Infection Control Nurse, Virginia Ramos, at [VirginiaRamos@seamarchc.org](mailto:VirginiaRamos@seamarchc.org) when they have tested positive for COVID-19 or are cohabitating with someone who has tested positive for COVID-19. The

employer will follow CDC and DOH guidelines to investigate and notify employees about potential exposure to confirmed positive COVID-19 cases.

**Quarantine (Per DOH Guidelines)**

If an employee is unable to work during the period of quarantine, they may access PTO or unpaid leave, and/or Paid Family and Medical Leave if these benefits are available to them.

If the employer does not allow an employee to work pending the results of a COVID-19 test, the employee may choose to use PTO or unpaid time. If a supervisor sends an employee home without following the Employer's current COVID-19 screening protocols, then the Employer shall pay the employee for their time loss. If an employee reports or exhibits COVID-19 symptoms, the supervisor must consult with the Deputy Director, Chief Medical Officer, or their designee before sending the employee home for COVID-19 related symptoms. The employer reserves the right to send an employee home who is exhibiting symptoms of a communicable illness, such as flu or cold. The union may challenge the decision through the grievance procedure.

If the quarantine is a result of exposure that occurred in the workplace, the employee will be eligible to apply for L&I benefits and they may choose to use PTO or unpaid time until the L&I benefit begins.

**Employees under Mandatory DOH Quarantine:**

- If an employee is able to work while under quarantine, work from home options should be arranged whenever possible with the Executive Vice President's approval.
- If an employee is under mandatory DOH quarantine because of exposure in the workplace and work from home is not arrangeable, they will be eligible for L&I.
- If an employee is under mandatory DOH quarantine because of exposure outside of the workplace and work from home is not arrangeable, they have the choice of using PTO or unpaid time.

**The Employer will comply with the following:**

- Screen all patients/clients for COVID-19 entering each worksite at the site entrance.
- Maintain exposure compliance for all patients who show symptoms or have tested positive with COVID-19 when entering clinics providing the necessary PPE and isolation rooms.
- Disinfect facilities including cleaning after known COVID-19 exposure.
- Manage waiting and work areas to ensure the safety of patients/clients/staff, including isolation of those individuals with COVID-19 symptoms and enforcing appropriate social distancing.
- Provide staff with proper PPE as available.

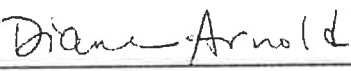
**Personal Protective Equipment**

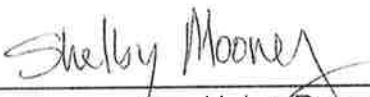
Sea Mar will not carry out treatment or perform any procedure, including COVID-19 protocols, that require PPE when the proper supplies and equipment are not available. Screeners will be provided with masks and gloves as supplies are available.

EXECUTED in Seattle, Washington this 23<sup>rd</sup> day of September 2020.

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


By   
Valarie Peaphon, Union Representative

By   
Diane Arnold, Union Representative

By   
Shelby Mooney, Union Representative

By   
Erin Adamson, Union Representative

**SEA MAR COMMUNITY HEALTH  
CENTERS**

By   
Rogelio Riojas, President & CEO

By   
Mary Bartolo, Deputy Director