LOCAL 8 OPEIU
Office and Professional Employees International Union
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEA MAR COMMUNITY HEALTH CENTERS
HOMECARE AIDES

AND

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

FOR THE PERIOD OF

JULY 1, 2021 THROUGH AUGUST 31, 2023

# TABLE OF CONTENTS

PAGE

Employee Classification ..... 8
Employment Practices ..... 5
Exhibit "A" Dues Schedule ..... 29
Grievance Procedure ..... 24
Health and Safety ..... 23
Health and Welfare ..... 16
Holidays ..... 10
Hours of Work ..... 15
Itemized Deductions and Method of Payment of Wages ..... 18
Labor/Management Cooperation ..... 27
Leave of Absence ..... 10
Management of Employer ..... 4
Non-discrimination ..... 22
Paid Time Off ..... 8
Picket Lines ..... 27
Preamble ..... 1
Recognition of the Union ..... 1
Retirement ..... 21
Salary and Other Compensation ..... 19
Seniority ..... 7
Separability ..... 22
Strikes and Lockouts ..... 27
Successors ..... 22
System or Regulations Changes and Training ..... 12
Termination and Renewal ..... 28
Union Activity ..... 4
Union Security ..... 1

# COLLECTIVE BARGAINING AGREEMENT

# SEA MAR COMMUNITY HEALTH CENTERS HOMECARE AIDES

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of July 2021, by and between SEA MAR COMMUNITY HEALTH CENTERS HOMECARE AIDES, a nonprofit Washington corporation, hereinafter referred to as the "Employer," and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the "Union," for the purposes of fixing the hours, wages and other terms and conditions of employment by Employer of employees represented by the Union as defined in Article 1, and of defining the mutual obligations between the parties hereto.

## PREAMBLE

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

## ARTICLE 1

## RECOGNITION OF THE UNION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the bargaining unit of all non-supervisory community aide employees of the Homecare Department of Employer who have been in the employment of the Employer for thirty-one (31) days or more. "Employees" and "employee" hereinafter shall refer only to employees within the bargaining unit, unless otherwise indicated. During the life of the Agreement, the inclusion of all Community Aide employees into the Union will be contingent upon sufficient funds to cover all of the expenses associated with this inclusion. The Agreement will automatically reopen for negotiations at any such time the Employer demonstrates a significant financial loss exceeding program funding.

## ARTICLE 2

## UNION SECURITY

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

**Section 2.2 DUES DEDUCTION** The Employer agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of employment become and remain members of the

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

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

**Section 2.3 DUES CHECK-OFF** The Employer shall distribute to new employees, on the effective date of employment, check-off authorization cards and explanatory materials as may be mutually approved by the Employer and the Union.

**Section 2.3(a)** Upon receipt of a written check-off authorization card voluntarily signed by an employee, the Employer shall make periodic deductions from the wages of such employees and remit the same to the Union for payment of current regular dues and initiation fees in accordance with the below-stated provisions.

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

**Section 2.3(c)** Ten (10) days after ratification of this Agreement, the Employer shall provide the Union with a listing of all employees together with name, address, date of birth, telephone number, job classification, rate of pay, hours worked weekly during the previous six (6) months, and effective date of employment. From this list the Union shall calculate and provide the Employer with a schedule of dues and fees to be deducted from the employee's paychecks and remitted to the Union.

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

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

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

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

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

**Section 2.3(g) 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 2.3(h) 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 2.4** No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages designated by this Agreement for the class of work in which they were engaged shall suffer a reduction in the rate of wages or vacation from the application of this Agreement.

## ARTICLE 3

## UNION ACTIVITY

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

**Section 3.2** The Union Representative shall be allowed admission to the Employer's premises at any reasonable office hour, and the Union Representative will first make his or her presence known to the Employer.

**Section 3.2(a) ACCESS TO INFORMATION** If the Union Representative desires access to any records of the Employer for the purpose of investigating conditions related to this Agreement, the Union Representative shall first give the Employer reasonable notice of this desire. In no event shall the Union Representative or other representative of the Union have access to any individual personnel file unless written authorization is first given by the concerned employee to the appropriate administrative staff designated by the Employer.

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

**Section 3.4** The Employer shall recognize the employee designated by the Union as the Union Steward. The Steward, upon notifying their supervisor, may investigate all employee complaints. Stewards are not paid by the Employer for time spent on Union activities except for reasonable time spent on grievance call to the Union office and meetings set by the Employer during work hours. Grievance calls shall be brief (no more than five [5] minutes) and shall not disrupt normal work or take precedence over client care. The steward shall be paid for time during meetings with the Employer in which they are representing a Union member in a grievance. Shop stewards (not including alternates) shall be deemed to have seniority over all other employees for the purposes of layoff and recall from layoff.

**Section 3.5 UNION COMMUNICATION** The Union shall be allowed the use of bulletin board space (or an acceptable substitute) in the Homecare office for the purpose of posting Union notices relating to general Union activity. Notices shall be given to the Vice President, Corporate Legal Affairs or their designee before posting.

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

## ARTICLE 4

## MANAGEMENT OF EMPLOYER

The OPEIU recognizes the right of the Employer to operate and manage the Employer's facilities including, but not limited to, the right to establish and require fair standards of

performance, to maintain order and efficiency, to direct employees, to determine the materials and equipment to be used, to implement new or different operational methods and procedures, and to determine staffing levels; provided that, such rights shall not be exercised so as to violate this Agreement.

## ARTICLE 5

## EMPLOYMENT PRACTICES

**Section 5.1 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 the Homecare building before outside advertising and shall remain posted until the job is filled. Posted job descriptions shall be in writing using a standardized format that encourages protected class individuals to apply. During the three (3) day period, applications will be accepted from bargaining unit employees only. The Employer shall not be denied the right to fill positions with an individual from outside sources or other internal sources once the provisions of Section 5.1 have been fulfilled and management has determined the unit employees who have made application through the job posting procedure are not qualified for the position. The Employer is committed to upgrading and promoting current employees where appropriate. The Employer shall be the judge of employee qualification except that the Union may challenge the decision through the grievance procedure.

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

**Section 5.3** The supervisor shall be responsible for a reasonable attempt to schedule client hours so as to maintain an employee's appropriate average hours, subject to consideration of geography, client needs and organizational needs. Nothing herein however creates any obligation of the Employer to find more client hours for any employee greater than the number of hours for which the Employer has hired the employee to work or for which the employee has requested, in writing, during the most recent quarter.

**Section 5.3(a) SCHEDULE PREFERENCE** At the time of hire, the employee shall designate on a written form provided by the Employer the employee's case preferences regarding the number of days of service per week, hours per day, day time versus night time hours (cases starting on or after 9:00 p.m.), temporary assignments and willingness to work on a sleep-in basis. No changes to the schedule may be made without two (2) weeks' written notice and may only be done once a quarter. The Employer shall make a good faith effort to schedule the employee's client hours pursuant to the employee's case preferences, along with consideration of client and organizational needs. However, where an employee was specifically hired to serve certain scheduling needs, such needs of the Employer shall be observed before consideration of the employee's case preference. Employees will be given as

much advance notice as possible when client needs necessitate a schedule change.

**Section 5.4 PROBATIONARY PERIOD** Regular full-time and regular part-time employees shall be hired on a probationary period for the first seventy-five (75) calendar days commencing from the effective date of employment. Termination or discipline during this period will not be subject to review by the Union.

**Section 5.5 PROGRESSIVE DISCIPLINE** The Employer shall use a uniform, progressive discipline system which shall include informal and formal counseling, written reprimands, performance improvement plans and/or suspensions and up to and including discharge. 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 actions shall be issued in private. Supervisors should inform the employee that a disciplinary action 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 disciplinary action. 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 5.5(a)** The Union and the Employer recognize that certain conduct by employees may warrant immediate termination without resort to progressive discipline.

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

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

**Section 5.7 NOTICE OF TERMINATION** A two (2) week notice of termination or two (2) weeks' pay in lieu thereof shall be given in releasing a regular employee from employment. Two (2) weeks' notice will be given whenever possible. However, no advance notice need be given in the case of just cause for immediate termination as specified in Personnel Policy 100.16, item #3.

**Section 5.8 PROMOTIONS** Promotions shall be made on the basis of seniority,

qualifications, client needs and valid business reasons. In the event that two or more employees have the same relative qualifications based on the needs of the position, preference shall be given to the employee with the greatest seniority. An employee promoted to a higher position shall be placed at the same increment step in the new position as that held by the employee in his or her former position and receive such pay rate immediately. A promoted employee shall be placed on a probationary period of seventy-five (75) days for the promotion. In the event the employee does not successfully pass the probationary period, the employee shall be returned to his or her former position at his or her former pay prior to promotion without any loss of seniority.

**Section 5.9 EMPLOYER POLICIES** To the extent that the Employer's regularly adopted Personnel Policies are not in conflict with this Agreement, such Personnel Policies will be the working policies governing employees. Where a conflict exists, this Agreement shall prevail unless otherwise agreed to by the Union. If the Employer wishes to establish new personnel policies or to change existing personnel policies during the term of this Agreement, the Employer shall provide such new policies or changes to policies to the Union Representative fourteen (14) days prior to the effective date of such new policies or changes; however, if any new or changed personnel policy is adopted for immediate implementation, then the Employer shall provide notice of such new or changed policy as soon as practicable. The Union shall retain the right to grieve policy changes which are in violation of this Agreement or which are detrimental to employees covered by this Agreement.

**Section 5.10 PERFORMANCE EVALUATIONS** Each employee shall receive a written performance evaluation within two (2) weeks of the end of the probationary period and annually during the month of January for the previous calendar year. 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 his or her own comments within three (3) working days before placement in the new 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

**Section 6.1 APPLICATIONS** Seniority shall be calculated from their most recent date of hire. Seniority shall be observed in layoffs, recall, client assignment, assignment of overtime, additional hours, and vacation preference. Seniority shall also be observed along with consideration of client needs and valid business needs in transfers, client assignments and assignment of additional hours. When an employee is laid off, seniority shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office once a month to advise the Employer of the employee's availability for work. 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 job classification. Such rehired employee does not retain any prior seniority, but shall have all seniority rights determined by the most recent date of rehire. An employee transferring to the

Sea Mar Community Health Centers from an OPEIU represented position at 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, or failure to report from layoff within five (5) working days after notification to report back to work. Notification to report back to work shall be sent by registered mail, return receipt requested, to the employee's last known address.

**Section 6.3 REHIRE FROM LAYOFF** The Employer, upon rehiring, shall do so in the order of seniority. The last employee laid off shall be first rehired; provided that, such employee is qualified for the position for which the Employer is rehiring. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed.

## ARTICLE 7

## EMPLOYEE CLASSIFICATION

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

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

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

## ARTICLE 8

## PAID TIME OFF

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

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

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

**Section 8.1(c) 3 YEARS (37 MONTHS) OR MORE SERVICE** Employees shall earn paid time off on the basis of two (2) hours per twenty-eight (28) hours paid each month.

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

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

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

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

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

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

**Section 8.8 PAID TIME OFF CARRY OVER** Employees 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 8.9 WAIVER OF SEATTLE MUNICIPAL CODE PROVISIONS** The provisions of Seattle Municipal Code Chapter 14.16 (Paid Sick Time and Safe Time Ordinance) are waived.

## ARTICLE 9

## HOLIDAYS

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

| | |
|---|---|
| Martin Luther King's Birthday | Labor Day |
| Cinco de Mayo | Day Before or After Thanksgiving* |
| Memorial Day | Day Before or After Christmas* |

*One (1) day only and will be rotated yearly.

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

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

**Section 9.1(c)** If the holiday falls on a Saturday, it shall be observed the preceding Friday. If it falls on a Sunday, it shall be observed the following Monday.

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

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

**Section 9.4 RECOGNITION OF ALTERNATE HOLIDAYS** An employee may trade off any of the holidays granted in Section 9.1 for another recognized holiday that is more important to the employee's personal belief system; i.e., Yom Kippur, Easter, etc., by giving the Employer at least two (2) weeks' advance notice.

## ARTICLE 10

## LEAVE OF ABSENCE

**Section 10.1(a) BEREAVEMENT LEAVE** The Employer agrees to provide three (3) days of bereavement leave for those employees suffering a death of an immediate family member. The term "immediate family" includes husband, wife, mother, father, son, daughter, domestic partner, stepparents, stepchildren, sister, brother, grandchildren or grandparents and above

defined family members of a spouse or domestic partner. This includes an employee who experiences a spontaneous miscarriage or stillbirth or in event an employee's spouse or domestic partner experiences a spontaneous miscarriage or stillbirth. One (1) additional day off may be taken with or without the use of PTO, 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 and is not related by blood closer than would be by marriage in the State of Washington, they are each other's sole domestic partner and are responsible for each other's common welfare, share the same regular and permanent residence, have a close personal relationship and share basic living expenses incurred during the domestic partnership; on such form as designated by the agency. Bereavement Leave will be pro-rated based on hours worked for the last quarter.

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

**Section 10.2 LEAVE WITHOUT PAY** Employees are eligible for three (3) types of leave: medical, personal and family. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous employment and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority or benefits shall not accrue during unpaid leaves of absence.

**Section 10.2(a) MEDICAL LEAVES OF ABSENCE** Employees will be granted a medical leave of absence for the actual period of a medically related disability. Employees will be allowed to return to work with the same rate of pay, including contractual and step increases. Employees must maintain their medical coverage at their own expense during their leave unless the leave is covered by the Family Medical Leave Act, in which case coverage shall be maintained at the same level and conditions of coverage that would have been provided had the employee not taken leave, with payments for coverage to remain the same prior to the employee taking leave.

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

**Section 10.2(c) FEDERAL FAMILY AND MEDICAL LEAVE ACT** Employees who have worked more than 1250 hours in the previous twelve (12) months may request up to twelve (12) weeks unpaid leave in accordance with Sea Mar's Policy for:

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

Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or equivalent job at the same rate of pay, with no loss or gain of seniority. During the period of family leave, the Employer shall continue to provide the same medical benefits for up to three (3) months to an employee who is receiving such benefits at the beginning of his or her leave. An employee may use accrued PTO pay for which the employee is eligible during family leave. Employees will use accrued PTO until their bank reaches forty (40) hours at which time they may elect to take leave without pay for the remainder of the leave for which the employee is eligible. Following the initial three (3) months of leave, the Employer will discontinue paying for the employee's health benefits and the employee shall make arrangements for self pay of health insurance or the insurance will lapse. There shall be no accrual of other benefits, including paid time off, during leave.

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

Where applicable the Employer shall comply with the Federal Family Medical Leave Act, Washington Family Care Act, the Washington Family Leave Act and WA State Paid Family and Medical Leave, Leave for Victims of Domestic Violence, Sexual Assault & Stalking, absence covered by Leave for Spouses of Deployed Military personnel; absence covered by Leave for Certain Emergency Services Personnel as they may from time to time be amended.

When taking WA State Paid Family and Medical Leave workers do not need to exhaust any PTO before they take leave under the WA Sate Paid Family and Medical Leave.

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

**Section 10.4 UNION LEAVE** A leave of absence without pay shall be granted upon request of any employee on the active payroll, in case they are appointed or selected to a full-time Union position for the period necessary to fill such position. If the leave is granted to accept a full-time position with the Union, reinstatement will be made to his or her former position; provided that, an appropriate job opening exists. The continuous employment and seniority status of the employee shall not be affected or interrupted as a result of such leave; provided that, seniority shall not accrue during such leave of absence.

## ARTICLE 11

## SYSTEM OR REGULATIONS CHANGES AND TRAINING

**Section 11.1** In cases where positions are abolished because of regulation changes, the Employer shall make reasonable good faith efforts to transfer employees to comparable jobs, provided the employees are qualified for such jobs and provided that such jobs are available. If

the Employer's resources for the Home Care Program permit, the Employer shall give consideration to providing reasonable training to present employees to perform new duties or a higher level of skills required by regulations changes.

**Section 11.2** In the event changes in laws or regulations create new jobs, those jobs will be offered to employees within the collective bargaining unit with appropriate consideration for employee qualifications and seniority. However, the Employer shall not be precluded from simultaneously recruiting from the open market. Where a present employee and an outside applicant have relatively equal qualifications for the job, preference shall be given to the present employee. Where two present employees are equally qualified for the job, preference shall be given to the senior employee.

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

**Section 11.3(a)** The Employer shall pay its employees for time spent in Employer-required in-service training sessions. In-service training sessions are training sessions for the employee's current job position. Employees who wish to upgrade their skills for higher classification may attend training sessions without pay; provided that, slots are available.

**Section 11.4 EDUCATION AND TRAINING COMMITTEE** A committee not to exceed four (4) members comprised of an equal number of representatives appointed by the Employer and the Union, shall meet at mutually convenient times and places to consider and discuss procedures for the education, training and advancement of employees. The committee shall be advisory.

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

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

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

The hourly contribution to the Training Partnership for training and certification and testing fees shall be no less than the hourly training and certification contribution rate to the Partnership established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked. (Hereinafter the "Training Partnership Rate").

**A. Medicaid-Funded Hours Worked**

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

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

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

**B. Non-Medicaid-Funded Hours Worked**

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

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

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

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

## ARTICLE 12

## HOURS OF WORK

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

**Section 12.2(a) AUTHORIZED HOURS** Employees shall work only those hours for which they are scheduled and authorized to work. The Employer shall be responsible for informing employees in writing, to be signed by the employee, of initial authorization for clients and client hours or when authorization for clients or client hours change.

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

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

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

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

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

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

**Section 12.4 MEAL PERIODS** The established meal period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half (½) hour's duration. Meal periods shall not be compensable. Employees will not be required to take their meal period until at least three (3) hours after starting work, nor less than three (3) hours before quitting time. If the employee is required to remain in the clients home at the direction of their supervisor, for five (5) or more consecutive hours, the meal period (not to exceed one-half (1/2) hour) will be paid. Authorization must be in writing and documented in the Electronic Visit Verification, EVV, application.

**Section 12.5 BREAKS** Daily relief periods of fifteen (15) minutes each shall be allowed for each consecutive four (4) hour period of time to be worked morning and afternoon for all employees. Relief periods are compensable. Employees cannot take a break prior to starting

work nor within the last half hour of their shift.

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

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

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

## ARTICLE 13

## HEALTH AND WELFARE

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

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

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

**Section 13.2(c)** New employees shall be eligible to receive Employer paid health benefits after being employed for three full months with an average of eighty-seven (87) hours a month, after which time employees shall remain eligible if compensated an average of twenty (20) hours or more per week on a rolling six (6) month basis. If an employee's hours drop below twenty (20) hours a week, except due to employees refusal of hours or client assignment that

is more than twenty five (25) miles each way from the employees home or is not more than a one and a half (1 ½) hour public transit commute each way for the employee, the employee has up to three (3) months to get their hours up to the twenty (20) hours a week before they will be dropped from coverage. An employee may self-pay for the next month's insurance if they are dropped from the insurance as a result of not meeting the eligibility requirements. An employee may reenroll in the health insurance plan as soon as they are compensated eighty-seven (87) hours for one (1) month.

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

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

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

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

**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 thirty (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 a 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

**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.

**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 14

## ITEMIZED DEDUCTIONS AND METHOD OF PAYMENT OF WAGES

**Section 14.1** All wages shall be paid bi-weekly via Electronic Funds Transfer or Pay Card.

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

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

**Section 14.3** In the event that a regular paycheck was not issued due to the fault of the Employer, within two (2) days from receipt of evidence establishing such fault, the Employer shall issue a replacement check, or a direct deposit. If the direct deposit is not available, a physical check will be cut and the employee will be given the option to pick up their check or have the check delivered overnight at the Employer's expense. If an employee incurs any overdraft fees or late fees due to a payroll error at the fault of the Employer, the Employer will reimburse the employee upon submission of the documentation of such fees and charges.

**Section 14.4** Payroll deductions, other than those mandated by law, shall be allowed if mutually agreed to by the employee and the Employer. Any change in voluntary payroll deductions, once started, shall be mutually agreed to by both parties.

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

## ARTICLE 15

## SALARY AND OTHER COMPENSATION

**Section 15.1** The base rate or new hire rate for community aides will be sixteen dollars and sixty-nine cents ($16.69) per hour. Upon completion of one (1) year of service, employees will begin to receive increases on the schedule below beginning with the first date following their one (1) year anniversary.

Effective July 4, 2021, the hourly rate of pay for each employee in the bargaining unit shall be increased by fourteen (14) cents.

Effective January 2, 2022, the hourly rate of pay for each employee in the bargaining unit shall be increased by fourteen (14) cents.

Effective July 3, 2022, the hourly rate of pay for each employee in the bargaining unit shall be increased by twenty-one (21) cents.

Effective January 1, 2023, the hourly rate of pay for each employee in the bargaining unit shall be increased by fourteen (14) cents.

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

(1) Unanticipated decreased or increased funding made available from the State or other funding sources for Homecare Services Programs.

(2) Any such time the Employer demonstrates funding decreases affecting the Homecare Services Program.

(3) Any such time that the Employer demonstrates a significant financial loss exceeding program revenue.

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

**Section 15.3(a) TRANSPORTATION REIMBURSEMENT** All employees who use public buses between clients served during the same day shall be reimbursed for the fare charged; provided that, the employee submits semi-monthly expense vouchers provided by the Employer or shall be provided a monthly bus pass by the Employer.

**Section 15.3(b)** Employees who use their own vehicles to travel between clients served during the same day shall be reimbursed for mileage between clients or to provide direct authorized service to clients at the rate of fifty cents ($0.50) per mile, effective July 1, 2012. This rate will be adjusted up or down based on the Vendor Rate as set by Home and Community Services Management Bulletins.

**Section 15.3(c)** Employees shall not be reimbursed for bus fare and car mileage incurred in traveling to and from their homes. Bus fare and car mileage costs shall be reimbursed bi-weekly with the employee's regular paychecks. In order to receive transportation reimbursement, all costs must actually be incurred.

**Section 15.3(d)** If an employee must transport a client, the Employer shall reimburse the employee for parking when no free parking is available near the destination required by the client. The employee shall be reimbursed for coin pay telephone calls the worker must make to their supervisor when necessary. Employees will be required to document location and reason for the phone call on an agency provided form.

**Section 15.3(e)** Employees who use their automobiles for transportation between clients or to transport clients shall be expected to comply with state minimum auto insurance requirements. Additional coverage required by the Employer shall be provided by the Employer. Employees who do not comply with insurance requirements will not get paid mileage. The Employer will maintain a policy of non-owned auto insurance, which provides liability protection for the corporation employee only for the payment of excess amounts over and above the coverage provided by the employee's insurance policy.

**Section 15.3(f)** Employees expected to provide current Driving Abstracts shall be reimbursed for the cost of such.

**Section 15.4** Employees shall be paid for all compensable work time including actual travel between clients, based on reasonable commute standards.

**Section 15.5** Credit unions and other financial benefits available to other employees who are not part of the Union bargaining unit shall be available to employees who are part of the Union bargaining unit.

**Section 15.6 NO SHOWS** In the event the employee arrives at a client's residence, and, without advance notice, the client is not present or does not need the employee, the employee shall contact his or her supervisor for any further action to be taken. The employee will be required to wait one (1) hour for the client to arrive in the home. The employee shall receive pay for the regularly scheduled hours with that client only if the Washington State Division on Aging, or other funding agency, allows reimbursement to the Employer for the same such hours in such event. If not, the employee shall receive a minimum of one (1) hour's pay at their current rate, if another client assignment is not available.

**Section 15.7 SPECIAL DUTY RATES** Employees will be paid fifty cents ($0.50) per hour over current Community Aide rate for case management identified and supervisory pre-approved dig out (Example: if the current Community Aide rate is $10.57 per hour, the Community Aide will be paid $11.07 per hour for the time spent only on the dig out).

## ARTICLE 16

## RETIREMENT

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

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

Effective January 1, 2022, the Employer shall make a contribution of twenty-six cents ($0.26) per hour for all compensable hours to the OPEIU Local 8 Supplemental Retirement 401K Plan.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement and to transmit the amounts withheld from such employees wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15th day of the following month to the depository designated by the administrator of the Plan.

Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401K plans.

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

## ARTICLE 17

## NON-DISCRIMINATION

**Section 17.1** The Employer shall not discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local 8.

**Section 17.2** Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, political ideology, religion, ancestry, marital status, or mental or physical handicap (subject to occupational requirements).

**Section 17.3** The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail.

## ARTICLE 18

## SEPARABILITY

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

## ARTICLE 19

## SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

## ARTICLE 20

## HEALTH AND SAFETY

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

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

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

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

**Section 20.2 INFECTIOUS DISEASES** The Employer, to the extent permitted by law or regulation, shall notify employees of the existence of all chronic infectious diseases and shall advise them of proper precautions to be taken. The Employer will notify all employees who may have been exposed to the disease. The Employer shall pay for any costs incurred by employees associated with testing or treatment due to exposure to an infectious disease, while on duty for the Employer. This shall include Hepatitis A & B vaccinations within 72 hours or as required by law of the employees proven occupational exposure to Hepatitis A or B.

**Section 20.3 HEALTH AND SAFETY COMMITTEE** A Safety Committee shall be established consisting of at least one representative of the Employer and one employee representative who shall meet at least quarterly to review safety issues and to recommend improvements. The committee shall be advisory with rights provided in Chapter 296-24 of the Washington Administrative Code.

**Section 20.4 HEALTH ACCOMMODATION** The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work-related assignments or by substances the employee is necessarily

exposed to in the workplace. Employees shall inform the Employer at the time of hire of any known allergies or other health problems. This may include reaction to smoke or alcohol on the premises.

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

## ARTICLE 21

## GRIEVANCE PROCEDURE

**Section 21.1** Any bargaining member 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 grievance meeting or hearing with the Employer or disciplinary proceeding in accordance with Section 5.5 of this agreement.

**Section 21.2** It is the policy of Sea Mar Community Health Center to afford each employee the opportunity to pursue a solution of job (or job-related) problems that they feel 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 21.3**

**Step 1 - Written Submission of Grievance to Department Director**

The employee, with the employee's Shop Steward, if requested, shall contact the employee's Department 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 their designee, who will meet with the employee and the Union Representative within ten (10) workdays to settle the grievance and over their signatures indicate the disposition thereof.

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

## Section 21.4 ARBITRATION

**Section 21.4(a)** Should the Union or Employer remain in disagreement with the resolution after completion of the process provided in Section 21.3, 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 21.4(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 21.4, 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 21.4(c)** The arbitrator selected shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. The arbitrator's award shall be final and binding upon both parties. The arbitrator 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 forty-five (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 thirty (30) days of the arbitration hearing. The arbitrator shall render their decision within thirty (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 21.4(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 21.4(e)** In the event either party fails to deliver to the other a signed consent to submit a disputed issue to arbitration within ninety-six (96) hours after receipt of a request from the other to submit such disputed issue to arbitration, such other party shall have the right to proceed in the courts or other appropriate action, to compel the other to submit to arbitration. Strike or work stoppage shall not be appropriate under this provision.

**Section 21.5** The grievance procedure stated herein will terminate at the Step in which either the Union withdraws the grievance on behalf of the employee or the grievance has been resolved. When a grievance is withdrawn, the Employer shall be notified in writing with a copy given to the employee.

## ARTICLE 22

## PICKET LINES

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

## ARTICLE 23

## LABOR/MANAGEMENT COOPERATION

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

## ARTICLE 24

## STRIKES AND LOCKOUTS

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

## ARTICLE 25

## TERMINATION AND RENEWAL

This Agreement shall be in full effect until August 31, 2023, and shall continue in effect from year to year thereafter unless either party gives notice in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event that the Union serves written notice in accordance with this Article 25, any strike or stoppage of work after any expiration date shall not be deemed in violation of any provision of this Agreement.

EXECUTED at Seattle, Washington on this 12th day October 2021.

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

By Shelby Mooney
Shelby Mooney
Union Representative

By Nallely Flores
Nallely Flores
Apprentice Organizer

By Suzanne Mode
Suzanne Mode
Business Manager

By
Reina Blandon
Bargaining Committee

By
Ana Lino
Bargaining Committee

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

By
Rogelio Riojas
Executive Director

p:contract/proofed/SeaMar Homecare 2021-2023.doc
liuna#242/afl-cio

## EXHIBIT "A"

## DUES SCHEDULE

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

| | | | |
|---|---|---|---|
| Example: | Wages of | $500 | per month |
| | x | 0.015 | percent |
| | | $7.50 | dues per month |

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

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

liuna#242/afl-cio

**LETTER OF UNDERSTANDING**

**Between**

**SEA MAR COMMUNITY HEALTH CENTERS, CANNON HOUSE/HOME CARE (AIDES)**

**And**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

**COVID-19 Vaccination Mandate**

The Sea Mar Community Health Centers, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union Local 8, hereinafter referred to as the "Union," agree to the following terms and conditions as the Employer implements the Vaccination Mandate:

1. All bargaining unit employees will comply with the requirement to receive a COVID-19 vaccine and be fully vaccinated by October 18, 2021. Employees will follow the medical and religious exemption process in order to be exempted from the vaccination requirement:

   a.) Employees will submit a written description of the medical reason(s) they cannot receive the vaccine along with sufficient medical documentation for the Employer to determine the employee has a "disability" as defined by the Americans with Disabilities Act (ADA) and be exempt from the vaccination mandate.

   b.) In accordance with Title VII of the Civil Rights Act, an employee may submit a written explanation of their sincerely held belief(s) that will qualify as a religious exemption from the vaccination mandate and provide a statement as to how the COVID vaccine requirement conflicts with your religious observance, practice or belief.

   c.) Exemption requests must be submitted to the Employer no later than October 1, 2021, and the Employer will respond to all exemption requests by October 4, 2021.

   d.) In the event a medical or religious exemption is not approved, employees will have ten (10) working days after denial to file a grievance per Article 22 of the Union Collective Bargaining Agreement. The Employer and the Union mutually agree these grievances will be expedited and start at Step 2 of the grievance procedure as defined in the CBA.

   e.) Employees who are not approved for exemption or who are not fully vaccinated by October 18, 2021, may request a leave of absence until they are approved for exemption or become fully vaccinated against COVID-19. This process must be completed by November 30, 2021. Employees may use their accrued time off or take time unpaid for such leave.

f.) The Employer will provide a temporary extension for employees who are in the vaccination process but not fully vaccinated by October 18, 2021. To be approved for the extension staff must have received at least one dose of Pfizer or Moderna or the single dose of the J&J vaccine no later than October 18, 2021, and must provide their vaccination information to HR to avoid being separated from employment.

2. Employees on an approved leave of absence for any reason as of October 18, 2021, and who are unable or unwilling to become vaccinated by October 18, 2021, will not be subject to the requirement until they return from their leave of absence. Sea Mar will not grant any extended leaves based on the employee not being vaccinated. Employees returning from leave must comply with the vaccine requirement prior to returning to work by providing proof of completing their vaccine series two weeks before their return-to-work date.

3. An employee shall be released from work on paid time to receive a COVID-19 vaccination at the Sea Mar clinic nearest their workplace or may use PTO to go to an outside provider to receive a vaccine. There is no mileage reimbursement provided for receiving a vaccine.

4. Employer will allow any employee experiencing side effects after receiving any mandated COVID vaccine doses the choice of using PTO or unpaid leave to recover. PTO shall be used for partial day absences for salaried employees only if the total missed work time is one (1) hour or greater. As of the date this LOU was signed, COVID boosters are not mandated and not covered by this clause, however they will be covered if/when they become mandated.

5. No employee will be disciplined or discharged for taking time off due to suffering side effects from receiving the mandated COVID-19 vaccine dose(s).

6. The Employer will send out a communication to all bargaining unit employees including the COVID-19 vaccine mandate policy and the process for requesting a medical or religious exemption. On-call employees, Home Care Aides, and employees on leaves of absence will receive a USPS mail communication with the above information.

7. At no time will the Employer directly or indirectly tolerate any form of discrimination and/or intimidation of any kind as a result of a member exercising their right to request an exemption from receiving the COVID-19 vaccination.

8. If an employee does not adhere to the vaccination mandate or does not have an approved exemption, according to the state mandate they cannot work and they will be separated from employment. The reason for separation will be classified as a non-disciplinary discharge because the employee did not comply with state mandate to be vaccinated. The employee will be entitled to full payment of all accruals and does not need to provide two weeks' notice.

9. Terminated employees shall be marked as eligible for rehire on separation paperwork. Before being rehired, employee will need to provide documentation of completing their

vaccination series two weeks before hire date or receive an approved exemption from Sea Mar Administration. Terminated employees are not guaranteed a position.

10. For the duration of the COVID-19 pandemic, all employees who have been exempted from receiving the COVID-19 vaccine, shall be required to wear a mask at all times while on Sea Mar properties or when providing services in public areas and are in close physical proximity, with clients, patients, community members, visitors or co-workers, even if/when mask mandates are lifted, shall be subject to daily screening for symptoms, and will be tested, both rapid and PCR, weekly at the Employer's expense and on work time if the test is done at a Sea Mar facility.

11. Except as outlined in this letter, this Letter of Understanding does not alter any other portion of the current Collective Bargaining Agreement between the Employer and the Union and sets no precedence.

EXECUTED in Seattle, Washington this 22 day of November 2021.

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

By _____
Erin Adamson, Union Representative

By _____
Valarie Peaphon, Union Representative

By _____
Shelby Mooney, Union Representative

By _____
Phoebe Feldsher, Union Representative

**SEA MAR COMMUNITY HEALTH CENTERS**

By _____
Rogelio Riojas, President & CEO

By _____
Mary Bartolo, Deputy Director

**LETTER OF UNDERSTANDING**

**Between**

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

**And**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

Effective January 1, 2022, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and Sea Mar Community Health Centers (Homecare Aides), hereinafter referred to as the "Employer," mutually agree to the following change to our current Collective Bargaining Agreement effective July 1, 2021, through August 31, 2023:

## ARTICLE 15

## SALARY AND OTHER COMPENSATION

**Section 15.1** The base rate or new hire rate for community aides will be seventeen dollars and twenty-seven cents ($17.27) per hour. Upon completion of one (1) year of service, employees will begin to receive increases on the schedule below beginning with the first date following their one (1) year anniversary.

Effective July 3, 2022, the hourly rate of pay for each employee in the bargaining unit shall be increased by twenty-one (21) cents.

Effective January 1, 2023, the hourly rate of pay for each employee in the bargaining unit shall be increased by fourteen (14) cents.

EXECUTED in Seattle, Washington this 17th day of February 2022.

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

By Shelby Mooney
Shelby Mooney
Union Representative

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

By
Rogelio Riojas
President & CEO

p:contract/LOU/la/Sea Mar Aides LOU re Article 15 rev 2.10.22.doc
liuna#242/afl-cio

LETTER OF UNDERSTANDING

Between

SEA MAR COMMUNITY HEALTH CENTERS (HOMECARE AIDES)

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL #8

Effective January 1, 2022, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and Sea Mar Community Health Centers (Homecare Aides), hereinafter referred to as the "Employer," mutually agree to the following enhancement to our current Collective Bargaining Agreement effective July 1, 2021, through August 31, 2023:

All bargaining unit employees for service hours worked between January 1, 2022, and March 31, 2022, shall receive an additional pay (COVID-19 Hazard Pay) in the amount of two dollars and thirty-three cents ($2.33) per hour for every hour actually worked not including non-worked paid hours such as Paid Time Off (PTO), Bereavement Leave and or any other paid leave. This two dollars and thirty-three cents ($2.33) per hour will be listed as an add on supplemental payment for all hours worked between January 1, 2022 and March 31, 2022.

This Letter of Understanding does not alter any portion of the current Sea Mar Community Health Centers (Homecare Aides) Agreement between the Employer and the Union.

EXECUTED in Seattle, Washington this 17th day of February 2022.

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

By Shelby Mooney
Shelby Mooney
Union Representative

SEA MAR COMMUNITY HEALTH CENTERS (HOMECARE AIDES)

By
Rogelio Riojas
President & CEO

p:contract/LOU/SeaMar Aides LOU re COVID-19 HazardPay 2.16.22.doc
liuna#242/afl-cio

LETTER OF UNDERSTANDING

Between

SEA MAR COMMUNITY HEALTH CENTERS (HOMECARE AIDES)

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL #8

Effective April 1, 2022, Office and Professional Employees International Union Local No. 8, hereinafter referred to as the "Union," and Sea Mar Community Health Centers (Homecare Aides), hereinafter referred to as the "Employer," mutually agree to the following enhancement to our current Collective Bargaining Agreement effective July 1, 2021, through August 31, 2023:

All bargaining unit employees for service hours worked between April 1, 2022, and June 30, 2022, shall receive an additional pay (COVID-19 Hazard Pay) in the amount of two dollars and thirty-three cents ($2.33) per hour for every hour actually worked not including non-worked paid hours such as Paid Time Off (PTO), Bereavement Leave and or any other paid leave. This two dollars and thirty-three cents ($2.33) per hour will be listed as an add on supplemental payment for all hours worked between April 1, 2022, and June 30, 2022.

This Letter of Understanding does not alter any portion of the current Sea Mar Community Health Centers (Homecare Aides) Agreement between the Employer and the Union.

EXECUTED in Seattle, Washington this 19th day of April 2022.

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

By Shelby Mooney
Shelby Mooney
Union Representative

SEA MAR COMMUNITY HEALTH CENTERS (HOMECARE AIDES)

By
Rogelio Riojas
President & CEO

p:contract/LOU/SeaMar Aides LOU re COVID-19 HazardPay 4.12.22.doc
liuna#242/afl-cio