

THE DOCTORS CLINIC

AND

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8**

NOVEMBER 1, 2022 -OCTOBER 31, 2025

TABLE OF CONTENTS

	Page
ARTICLE 1 - RECOGNITION	1
1.2 New Positions	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - UNION MEMBERSHIP—DUES DEDUCTION.....	2
3.1 Union Membership	2
3.2 Dues Deduction.....	2
ARTICLE 4 - UNION BUSINESS	3
4.1 Access to Premises.....	3
4.2 Bulletin Board.....	3
4.3 Meetings.....	3
4.4 Rosters	3
4.5 Shop Steward	3
4.6 Contract.....	3
ARTICLE 5 - DEFINITIONS	4
5.1 Probationary Employee.....	4
5.2 Regular Employee.....	4
5.3 Full-Time Employee	4
5.4 Part-Time Employee	4
5.5 Temporary Employee	4
5.6 Per Diem Employee	4
ARTICLE 6 - EMPLOYMENT PRACTICES	4
6.1 Equal Opportunity	4
6.2 Job Posting.....	4
6.3 Job Descriptions.....	5
6.4 CPR Certification.....	5
6.5 Voluntary Resignation	5
6.6 Personnel File	5
6.7 Discipline/Discharge.....	5
6.8 Drug/Alcohol Testing	6
6.9 Falsification of Time Cards	6
6.10 Evaluations.....	6
ARTICLE 7 - SENIORITY	6
7.1 Seniority Defined.....	6
7.2 Layoff Procedure	6
7.3 Recall	7
7.4 Termination.....	7
7.5 Americans with Disabilities Act	7
ARTICLE 8 - HOURS OF WORK AND OVERTIME	7
8.1 Work Day	7
8.2 Work Week	8
8.3 Overtime	8
8.4 Meal/Rest Periods	8

8.5	Temporary Lack of Work	8
8.6	Change in Shift Starting/Ending Time.....	8
8.7	Flextime	8
ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY		8
9.1	Wage Rate.....	8
9.2	Work in Higher Classification	9
9.3	Work in Lower Classification.....	9
9.4	Promotions, Demotions, Transfers	9
9.5	Report Pay.....	9
9.6	Effective Dates.....	9
9.7	Shift Differential - Prompt Care and Other Employees.....	9
9.8	Weekend Premium.....	9
ARTICLE 10 - PAID TIME OFF (PTO).....		9
10.1	Paid Time Off	9
10.2	Accrual	10
10.3	Conditions.....	10
10.4	Attendance Standard	10
10.5	Scheduling	10
10.6	Absences	11
10.7	Leave Without Pay.....	11
10.8	Notification	11
10.9	Notice of Termination.....	11
10.10	Cash Out	11
ARTICLE 11 - HOLIDAYS.....		11
11.1	Recognized Holidays	11
11.2	Holidays Observed.....	12
11.3	Holiday Pay.....	12
11.4	Work on Holiday	12
ARTICLE 12 - LONG-TERM ILLNESS LEAVE BANK (LTI)		12
12.5	Notice of Termination.....	13
12.6	Cash Out	13
ARTICLE 13 - INSURANCE BENEFITS.....		13
ARTICLE 14 - LEAVES OF ABSENCE.....		14
14.1	Personal Leaves	14
14.2	Family and Medical Leave.....	14
14.3	Military Leave.....	14
14.4	Court Leave.....	14
14.5	Bereavement Leave.....	14
ARTICLE 15 - TRAINING.....		15
ARTICLE 16 - HEALTH AND SAFETY		15
16.1	Health and Safety	15
ARTICLE 17 - GRIEVANCE PROCEDURE		15
ARTICLE 18 - NO STRIKE—NO LOCKOUT.....		18
ARTICLE 19 - SUCCESSORS.....		18
ARTICLE 20 - GENERAL PROVISIONS		19

19.1	Illegality	19
19.2	Amendments	19
19.3	Past Practices	19
ARTICLE 21- DURATION.....		19

2022-2025

AGREEMENT

By and Between

THE DOCTORS CLINIC

and

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8

This Agreement is made and entered into by and between The Doctors Clinic (hereinafter referred to as the “Employer” or the “Clinic”) and Office & Professional Employees International Union, Local 8 (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time health information management techs, patient services reps, surgery schedulers, business office patient accounts staff, coding & compliance analysts, managed care reps, couriers, supply clerks, lab assistants, lab/x-ray assistants, electronic health record editors, and maintenance workers employed by the Employer at its Kitsap facilities; excluding all professional employees, RNs, technical employees, managers, temporary employees, on-call employees, lead employees, confidential employees, and guards and supervisors as defined in the Act.

1.2 New Positions. The Employer will advise the Union if it establishes any new job classifications appropriate to this bargaining unit and, upon request, will provide job descriptions and wage rates for those positions.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 All of management’s inherent rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. Such rights, powers, authority and functions shall be limited only insofar as the terms of this Agreement specifically and expressly state.

2.2 Management rights, powers, authority and functions shall include but shall not be limited to the determination of the size and composition of the work force; the selection, retention, and layoff of employees; the discipline, demotion or discharge of employees for just cause as defined in Section 6.7; the direction of the work force, including the maintenance of discipline, efficiency and productivity of its employees, the assignment of work, and the allocation of those work assignments among all of its employees including supervisors, management personnel and temporary/agency personnel; the right to establish, modify or change work schedules and hours of work (including overtime requirements) as business conditions dictate; the right to establish, modify or rescind Company work rules and personnel policies; the right to determine the location of any job function to be performed, which services are to be provided, and the discontinuation thereof; the right to determine the equipment to be utilized and the methods to be used in the discharge of work functions; the right to determine standards of productivity and work performance; and the right to contract out work either in whole or in part.

2.3 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 3- UNION MEMBERSHIP—DUES DEDUCTION

3.1 Union Membership. All full-time and part-time employees who are members of the Union at the time of the signing of this Agreement, and all full-time and part-time employees who voluntarily join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Union dues on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement within that thirty (30) day period. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail within the last ten (10) days prior to the expiration date of this Agreement.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Union initiation fees and other Union fees shall be the responsibility of the employee. On a monthly basis, the amount deducted will be transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 4- UNION BUSINESS

- 4.1 Access to Premises. Authorized representatives of the Union may have access to designated areas of the Employer's premises after prior notification to the Clinic Manager or Human Resources for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges or work areas without the Employer's specific prior consent. Meetings with an employee shall be limited to employee breaks and meal times. Meetings shall be confined to employee break rooms. Requests for private room may be made to the Human Resource office. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Employer.
- 4.2 Bulletin Board. The Employer shall provide space on a designated bulletin board within each facility for Union information. Materials to be posted on such board must, prior to posting, be approved by the Employer (by initialing the document) and signed by a designated union representative. Meeting notices on Union letterhead shall be exempt from the initialing requirement. The Union agrees to limit the posting of Union materials within the facility to the bulletin boards designated by the Employer.
- 4.3 Meetings. Union meetings shall not be conducted on the Employer's premises.
- 4.4 Rosters. The Employer shall supply to the Union monthly a list of all employees covered by this Agreement including their home mailing address, classification, work location, rate of pay, date of hire, and FTE status.
- 4.5 Shop Steward. The Union may select up to eight (8) shop stewards from among employees in the unit. Shop stewards shall not be recognized by the Employer until the Union has given the Employer written notice of their selection. Unless otherwise specifically agreed to by the Employer, the investigation of grievances shall be conducted only during non-working time. Other Union business shall not be conducted by shop stewards in working areas or on working time, nor shall shop stewards interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Clinic. If the Employer schedules either a grievance meeting or an investigatory (Weingarten) meeting with a bargaining unit employee (for which the employee requests the presence of a steward) during the the steward's scheduled hours, the steward will be paid for the time. Stewards will not be on paid time if they attend discussions about employee performance agreements or meetings that are not investigatory.
- 4.6 Contract. The Employer shall advise new employees covered by this Agreement of the Union's representation status. The Employer shall distribute a copy of this Agreement and written basic contact and membership information to each new bargaining unit employee at new employee orientation. Sufficient copies of this Agreement shall be provided to the Employer by the Union.

ARTICLE 5 - DEFINITIONS

- 5.1 Probationary Employee. A probationary employee is one who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than three (3) calendar months, unless extended in writing for up to an additional three (3) calendar months at management's discretion, the conditions of which shall be specified in writing. The Union will be provided with written notice of the extension of the probationary period. Absences exceeding fourteen (14) calendar days will result in a corresponding adjustment to the probationary period. Upon satisfactory completion of the probationary period, the employee shall become a regular employee. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. All benefits provided in this Agreement will accrue during the probationary period, with the exception of the Long Term Illness leave bank (11.1).
- 5.2 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who is employed as a full-time or part-time employee.
- 5.3 Full-Time Employee. A regular full-time employee is one who in the performance of assigned responsibilities normally works a regular schedule of forty (40) hours per week.
- 5.4 Part-Time Employee. A regular part-time employee is one who in the performance of assigned duties normally works a regular schedule of less than forty (40) hours per week.
- 5.5 Temporary Employee. An employee so classified on the Employer's payroll records, who is assigned responsibilities associated with a specific need, situation, or reason which is temporary in nature, and who works if and as when needed to perform these responsibilities. Generally a temporary assignment shall not exceed six (6) months in duration. Temporary employees are not included within the bargaining unit and are not covered by the terms of this Agreement.
- 5.6 Per Diem Employee. An employee, so classified on the Employer's payroll records, who is not a regular full-time, regular part-time, or temporary employee. Per diem employees are not included in the bargaining unit nor covered by this Agreement.

ARTICLE 6 - EMPLOYMENT PRACTICES

- 6.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.
- 6.2 Job Posting. Regular job openings in the bargaining unit shall be reported on the Employer's job line for a period of at least three (3) working days. All employees and other applicants who have applied by contacting the Human Resources Department shall be considered for the job. Qualified internal applicants will be given first consideration for the position before outside applicants. In the selection process, the Employer will select the most highly qualified applicant for the position. Where qualifications are considered equal, the senior employee applying for such job will be given preference. For purposes of this contract, the term "qualified" is herein defined to include such factors as skill, competence, ability,

attendance/punctuality record, experience, attitude and past performance, in the opinion of the Employer. Upon request, employees not selected for job openings shall be provided in writing the reasoning for the decision.

6.2.1 Any employee selected for a new position will be subject to a ninety (90) day trial period. The ninety (90) day trial period may be extended by mutual agreement between the Union and the Employer. If the employee is unable to successfully fill the position during the trial period in management's opinion, the employee will be returned to the employee's prior position if the employee's former position is still vacant; otherwise the employee will be laid off and will be eligible for recall back to the employee's prior position, or similar classification as defined in Schedule A, at the first available opening.

6.2.2 Upon being selected for a new position, an employee shall be ineligible for other job openings for a period of six (6) months, unless otherwise agreed to by the Employer.

6.2.3 These posting procedures shall not apply when a vacancy is created for a regular position in the unit and an employee in a department facing a reduction in force is qualified for and interested in filling the position

6.3 Job Descriptions. The Employer will provide bargaining unit job descriptions to the Union or to the employee, upon request. The Employer will make a good faith effort to periodically review and update job descriptions.

6.4 CPR Certification. All employees required by the Employer to obtain CPR certification shall provide the Human Resources Department with proof of current CPR certification by the end of the ninety (90) day orientation period. Thereafter, as a condition of continued employment, such employees must maintain certification at their expense and provide verification of a current CPR certification to the Human Resources Department; provided, however, the Employer will reimburse such employee for up to fifteen dollars (\$15) once every twenty-four (24) months for CPR recertification class fees upon receipt of appropriate documentation.

6.5 Voluntary Resignation. Regular employees shall be required to give the Employer at least two (2) weeks' advance written notice of intended resignation. Failure to give such notice shall result in the forfeiture of any accrued benefits otherwise due the employee upon termination. The Employer will consider exceptions when circumstances prevent the required notice from being given.

6.6 Personnel File. By appointment, employees may review their personnel file during regular Human Resources Department office hours. Employees who make a written request shall be provided a copy of their personnel file.

6.7 Discipline/Discharge. No regular employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written warnings and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign written warning notices (within 24 hours of issuance) for the purpose of acknowledging receipt

thereof. The Employer may discharge any employee without notice and without any prior warning for any gross misconduct, including, but not limited to, divulging patient information or other violation of the Confidentiality Agreement; dishonesty, theft, unauthorized possession of property of the Employer or of another employee; possession, use or being under the influence of alcohol, unlawful drugs or a controlled substance (other than pursuant to a physician's prescription); insubordination; swearing, yelling hostile or disparaging remarks, or any inappropriate behavior or language near patients; failing to report to work as scheduled or walking off the job during a scheduled shift without notification and reasonable cause; falsification of his/her time records or entering any information onto another employee's time record. This section shall not apply to an employee during the probationary period. An employee may request the attendance of a Union representative at disciplinary meetings as provided for and limited by law.

6.7.1 After a period of one (1) year with no repeated disciplinary action, the employee may request that the discipline be removed from the employee's file. The decision to remove is subject to the sole discretion of the Employer.

6.8 Drug/Alcohol Testing. The Employer's Drug and Alcohol in the Work Place Policy shall be a recognized condition of employment for employees covered by this collective bargaining agreement. (See Addendum)

6.9 Falsification of Time Cards. Any employee who falsifies his/her time records or who enters any information onto another employee's time record shall be subject to immediate discharge.

6.10 Evaluations. The Employer will maintain a performance appraisal system. Where appropriate and/or practical, it will be the goal of the Employer to conduct employee appraisals on an annual basis. Each employee shall have an opportunity to review and make comments on the performance appraisals. Employees shall be required to sign written performance appraisals signifying receipt of the appraisal. A copy of the completed appraisal will be given to the employee upon request. An employee who has not received a performance appraisal for a period of eighteen (18) months or more may request an appraisal from the immediate supervisor. The supervisor will conduct the performance appraisal within forty-five (45) days of such request.

ARTICLE 7- SENIORITY

7.1 Seniority Defined. Seniority is defined as an employee's continuous length of service with the Employer as a regular employee from most recent date of hire. Seniority shall not apply during the probationary period.

7.2 Layoff Procedure. In the event of a permanent or prolonged reduction in the number of employees, the Employer will use the following layoff procedure. Where qualifications and ability are equal, an employee's seniority shall be recognized when it is necessary to decrease the number of employees within a job classification within a facility. The affected employee(s) will have the following options:

- a. Accept the layoff, or
- b. Fill a vacancy in a regular position with the same or less FTE in the unit that the employee is qualified for and interested in filling, and is selected to fill, or
- c. If there is not vacancy in a regular position in the unit that the employee is qualified for, displace the most junior employee in his/her classification within the bargaining unit.

Except in emergency situations or unforeseeable conditions beyond the Employer's control, the Employer shall give two (2) weeks' written advance notice of layoff to laid off employees and the Union, or pay in lieu thereof (based on scheduled hours).

7.2.1 Reduction in Hours. This procedure is limited to layoffs and shall not apply to a reduction in hours; provided, however, if a permanent or prolonged reduction of hours is necessary, affected employees who fall below the benefit eligibility level would be offered the choice of acceptance of the reduced hours or layoff rights.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of six (6) months from date of layoff. When a vacancy occurs, employees within that job classification will be reinstated in the reverse order of the layoff providing skill, competence, ability, prior job performance and experience are considered equal in the opinion of the Employer. Employees on layoff shall not accrue but shall retain past service for seniority, wage and benefit purposes.

7.3.1 Notification. An employee on layoff shall be required to notify the Employer within seventy-two (72) hours of receipt of notice of recall as to the employee's availability and continuing interest in returning to work. An employee on layoff must return to work within ten (10) working days of delivery of the written recall notice. Employees on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the requirements contained herein shall result in termination.

7.4 Termination. Seniority shall terminate upon cessation of the employment relationship, for example, discharge, resignation, retirement or six (6) consecutive months of layoff.

7.5 Americans with Disabilities Act. The Union acknowledges the Employer's obligations under the Americans with Disabilities Act (ADA). Where the seniority provisions of this Agreement conflict with the Employer's responsibilities under the ADA, the Employer will provide the Union with notice and the opportunity to bargain as provided by law.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. The work day will consist of up to eight (8) hours' work to be completed within nine (9) consecutive hours or ten (10) hours' work to be completed within eleven (11) consecutive hours, or twelve (12) hours' work to be completed within thirteen (13) consecutive hours.

8.2 Work Week. The work week shall be Monday through Sunday. For purposes of this Agreement, the work week shall begin at 12:01 a.m. on Monday. The work week shall consist of up to forty (40) hours. It is recognized that the work week is dependent upon patient volumes, doctors' scheduling, emergency circumstances, and other business needs, and as a result, the work week may be altered by the Employer as business conditions dictate. Part-time employees will be scheduled to meet the needs of the Employer. This contract shall not constitute a guarantee of forty (40) hours of work.

8.3 Overtime. Employees shall receive compensation at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for all work performed in excess of forty (40) hours in any one week. All overtime must be approved in advance by the Manager or in accordance with written procedures developed by the Manager. Employees shall be required to work assigned overtime. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. There shall be no pyramiding of overtime and/or premium pay. The Employer will make a good faith effort to notify employees of overtime requirements within a reasonable time before the end of the shift.

8.4 Meal/Rest Periods. Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees shall be allowed an unpaid meal period of thirty (30) minutes or more as determined by the Employer. All employees shall be allowed a paid rest period of fifteen (15) minutes for each four (4) hours of working time. Employees shall remain on the Employer's premises during the paid rest periods unless given specific, written approval by their supervisor.

8.5 Temporary Lack of Work. If the Employer determines that no work is available, the Employer reserves the right to assign the employee to work at a different location for that work day. If no other assignment is made by the Employer, the employee may request PTO pay for that day or take leave without pay. Employees will not be required to return to work when less than two (2) hours remain on their shift. Time taken off due to temporary lack of work as determined by the Employer shall not count as an unscheduled absence.

8.6 Change in Shift Starting/Ending Time. If management determines that a permanent change in shift starting and/or ending time needs to occur, classification seniority by location will be the determining factor providing employee qualifications at that location are equal in the opinion of the Employer. Such changes will not be made without a minimum of seven (7) days notice to the employee.

8.7 Flextime. Flextime work schedules may be arranged within clinics/departments by mutual agreement between management and the employee(s) affected. Flextime work schedules will not be considered where they would have an adverse impact on staffing, clinic operations or patient care in the judgment of the Employer.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 Wage Rate. Each employee will have a regular job classification title and job description. Each employee covered hereby shall receive the rate of pay at the step in the wage scale for his/her classification that reflects the number of years' experience in their position. However,

nothing in this Agreement shall prevent the Clinic from paying over and above the wage rates listed in this Agreement.

9.2 Work in Higher Classification. Any employee who is required to perform substantially all of the job duties described in the position description for a higher job classification for more than four (4) hours within a day shall be paid for the time worked at the higher classification rate of pay.

9.3 Work in Lower Classification. Employees who temporarily work in a lower classification shall retain their current rate of pay for time worked in that classification unless formally reassigned to that lower classification.

9.4 Promotions, Demotions, Transfers. Employees promoted to a higher classification shall be placed at the step in the new classification wage range which would provide for a minimum increase of 2% in rate of pay. If an employee transfers to a lower paying classification or a different classification in the same pay grade, there shall be no change in the employee's regularly scheduled increase date.

9.5 Report Pay. Employees ordered by management to report to work on a normal day off, or called back after their normal shift, and who do report to work, shall receive at least two (2) hours' pay. Employees will be expected to comply with the Employer's inclement weather policy.

9.6 Effective Dates. Wage increases, promotions, steps, etc. shall be effective on the first day of the pay period following eligibility for the increase.

9.7 Shift Differential. Employees shall receive a one dollar and seventy-five cents (\$1.75) per hour shift differential in addition to the employee's regular rate of pay for one (1) or more hours worked after 5:00 p.m.

9.8 Weekend Premium. Any employee required by the Employer to work on a weekend shall receive a premium of two dollars (\$2.00) per hour in addition to the employee's straight time rate of pay. This premium shall not apply to any employee receiving overtime pay for working on the weekend or to any employee who works on a weekend at the employee's request to accommodate a personal schedule change.

9.9 Rotator Premium. A one dollar (\$1) per hour premium shall be paid to employees designated as rotators who are regularly assigned rotator duties on a .8 FTE or greater basis. A rotator is an employer-designated regular employee who in the performance of their regular duties travels from site to site. Employees designated as rotators who are regularly assigned rotator duties on a .8 FTE or greater basis and have been employed for six (6) months shall receive a two dollar (\$2.00) premium.

ARTICLE 10 - PAID TIME OFF (PTO)

10.1 Paid Time Off. All regular employees regularly scheduled to work more than twenty (20) hours per week are eligible for paid time off based on paid hours of work and years of service.

Paid Time Off (PTO) replaces other paid leave including short-term illness leave, vacation, personal day, and vacation bonus days.

10.2 Accrual. Regular employees will accrue Paid Time Off on a per pay period basis. The payroll system will automatically accrue the appropriate number of hours based on the paid hours in a pay period to a maximum of 2080 hours in a year. The maximum accrual rate will not exceed the amounts listed below. Regular employees working less than forty (40) hours per week, and more than twenty (20) hours per week, will accrue paid time off on a prorated basis. As applicable, all employees shall accrue at least such paid time off as is required by the Washington Paid Sick and Safe Time law.

<u>Length of Service</u>	<u>PTO Hours per Anniversary Year</u>
0 - 12 months	112
13 - 60 months	136
61 - 120 months	176
121 - 180 months	192
181+ months	216

PTO accrual increases will be credited to employees on the first full pay period following the anniversary date.

10.3 Conditions. Regular employees may carry one hundred twenty (120) hours of PTO forward from one calendar year to the next. Newly hired regular employees will begin accruing PTO on the first full pay period following date of employment. However, newly hired employees may not use PTO until satisfactory completion of their probationary period. Regular employees working less than twenty (20) hours per week and on-call and temporary staff are not eligible for PTO accruals.

10.4 Attendance Standard. The attendance standard under the PTO policy will be managed as follows:

To ensure adequate coverage and continuity of patient care, the Clinic has established guidelines for notification of scheduled time off. All requests for leave must be submitted using the following guidelines:

If under 5 days and foreseeable	1 weeks' notice
If 5 or more days and foreseeable	2 weeks' notice
If emergency/death	As soon as possible under circumstances

10.5 Scheduling. All annual leave must be scheduled in advance in accordance with Clinic policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Clinic. Patient care needs will take precedence over individual requests.

10.5.1 Vacation Request Procedure. Employees in a department shall be given preference of choice of vacation dates on the basis of seniority, provided that they advise the Employer of their desired vacation dates for that calendar year no later than January 31 of that year. The Employer will respond to the vacation requests by March 1. Vacation requests received after January 31 will be handled on a first-come, first serve basis.

Only two (2) weeks may be approved for the period between June 15 and September 30 (summer prime time) unless there are no conflicts.

No more than one (1) week may be approved during the Christmas holiday period which is defined as the three-week period including the week before Christmas, Christmas week, and the week following Christmas. The Thanksgiving holiday week and spring break week are also designated prime time. Employees may indicate their first and second choice for prime time vacation. Employees who are denied prime time vacation in one year shall have priority over the least senior employee, whose request would have otherwise been granted, for the same prime time in the next year.

10.6 Absences. Employees are entitled to use PTO for purposes authorized by law, but those employees who develop a pattern of unscheduled or excessive absences and have not accrued PTO or have been absent for unauthorized purposes will be counseled and appropriate disciplinary action will be taken.

10.7 Leave Without Pay. Leave without pay will be granted by exception only.

10.8 Notification. All non-business office staff are required to phone into the appropriate staffing lines as early as possible, but not later than 6 a.m., on the day of any unscheduled absence unless it is not practicable to do so to allow time for coverage to be arranged. Business office staff are required to call in before the start of their shift unless it is not practicable to do so. Failure to follow the procedure may result in disciplinary action.

10.9 Notice of Termination. Employees shall not take PTO during the fourteen (14) day period prior to the employee's termination date after the employee has given written notice of resignation (6.3), without the prior approval of the employee's supervisor.

10.10 Cash Out. Upon termination of employment with the Clinic, staff will be eligible to "cash out" their PTO balance accrued through the last full pay period consistent with Section 6.5. In the event of an employee's death, the termination benefits described in Section 6.5 shall be payable to the employee's estate.

ARTICLE 11 - HOLIDAYS

11.1 Recognized Holidays. All regular employees regularly scheduled to work twenty (20) or more hours per week are eligible for the following paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Floating Holiday*

* Date to be determined by the Clinic.

11.2 Holidays Observed. Holidays recognized by this Agreement falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.

11.3 Holiday Pay. Each full-time employee shall be eligible for eight (8) hours of holiday pay. Part-time employees working twenty (20) or more hours per week shall be eligible to receive holiday pay for each holiday on a pro rata basis based on the employee's regular work schedule. Employees regularly scheduled to work shifts exceeding 8 hours in duration shall receive eight (8) hours of holiday pay (prorated for part-time status) and may request additional PTO to supplement their holiday pay to equal their regular pay for that shift.

11.4 Work on Holiday. Employees shall receive time and one-half (1 1/2) their regular rate of pay for actual hours worked on the holiday in addition to holiday pay for which the employee would be eligible. Employees must have written approval from their director before working on a holiday.

ARTICLE 12 - LONG-TERM ILLNESS LEAVE BANK (LTI)

12.1 All regular employees regularly scheduled to work more than twenty (20) hours per week will accrue, on a per pay period basis, Long-Term Illness Leave (LTI) to be used exclusively for long-term illness or injury. Long-term illness is defined as a period of absence longer two (2) consecutive complete regularly scheduled work days. Beginning on the third (3rd) consecutive complete regularly scheduled work day off, employees will be eligible to use time from their long-term illness leave bank. In the case of an absence due to a serious health condition of greater than five (5) days duration as a result of hospitalization or pre-approved in-patient or out-patient surgery, the first two (2) days of absence will be re-credited to the the PTO bank and deducted from the LTI bank. For illnesses beyond five (5) days, an attending physician's certification is required. In the case of a serious health condition requiring hospitalization or surgery, follow up treatment as prescribed by the attending physician relating to that condition may be deducted from LTI. Treatment is defined to include chemotherapy, radiation therapy and rehabilitative therapy. For the purposes of this agreement, follow up treatment does not include routine follow up examinations.

12.1.1 Twelve Hour Shifts. An employee working twelve (12) hour shifts shall be eligible to access LTI after the second (2nd) consecutive complete twelve (12) hour shift missed due to illness or injury.

12.2 The payroll system will automatically accrue the appropriate number of hours based on the paid hours in a pay period to a maximum of 2080 in a calendar year. The maximum accrual rate will not exceed the amounts listed below. Regular employees working less than forty (40)

hours per week, and more than twenty (20) hours per week, will accrue long-term illness leave on a prorated basis. Employees receiving benefits under the Washington Paid Family and Medical Leave Act (“PFML”) may also seek to obtain LTI benefits; however, employees who receive both PFML and LTI benefits shall not receive LTI benefits that, when considered with the PFML benefits received by the employee, provide earnings replacement greater than the amount that would have been received if only LTI were paid. The Employer may coordinate payment of LTI with PFML earnings consistent with this section. To ensure the employee receives an accurate amount of LTI, an employee who receives payments under PFML must provide the Employer an accurate and timely statement of all amounts received by the employee under PFML; however, if the Employer has already received the information directly from the State, payment of LTI will not be delayed because of an employee’s failure to provide information.

12.3 Long-term illness leave will accrue at the following rates up to a maximum of 720 hours. Once a regular employee accrues the maximum amount of 720 hours, further accruals will cease until the balance falls below the 720 hour level. Based on forty (40) paid hours per week, the accrual amounts will be:

Long-Term Illness

Accrual Rate: .031 hours for each paid hour up to 2080 hours in a calendar year.

12.4 Newly hired regular employees will begin accruing LTI on the first full pay period following completion of the probationary period. Regular employees working less than twenty (20) hours per week and on-call and temporary staff are not eligible for LTI accruals.

12.5 Notice of Termination. Employees shall not be paid LTI for any illness or injury which occurs during the fourteen (14) day period prior to the employee’s termination date after the employee has given written notice of resignation (6.5) unless the Employer receives written verification of the illness from the employee’s attending physician.

12.6 Cash Out. Long-term illness leave will not be “cashed out” upon termination.

ARTICLE 13 - INSURANCE BENEFITS

13.1 The Employer shall provide employees in this bargaining unit the same coverage as it provides other employees of the Clinic with respect to the following plans:

1. Medical and Dental Insurance
2. Life/AD&D Insurance
3. Long Term Disability Insurance
4. Retirement Plan (401K profit sharing plan)

13.2 Eligibility requirements for participating, open enrollment periods, benefits provided and costs to the employee for participation in these plans shall be determined by the respective plan policies and plan documents.

13.3 In the event the Employer modifies any of its current plans identified in this Article, the Employer will notify the Union of the change thirty (30) days prior to the implementation date.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Personal Leaves. The Employer, at its discretion, may grant a leave of absence without pay for personal reasons. A leave of absence is defined as an authorized period of absence without pay not to exceed one hundred eighty (180) days. The employee must have completed the required probationary period before a leave will be granted. All leaves of absence must be submitted in writing preferably thirty (30) days in advance to management who shall approve or deny the request. The sole determinant will be based on the needs of the clinic and is not subject to appeal or arbitration. Any vacation must be used concurrently with the leave of absence. Employees who are eligible for holiday pay will only receive holiday pay if a holiday falls during the period when the employee is receiving PTO. A leave of absence begins on the date of first absence from work. Employees eligible for FMLA or other leaves of absence provided by State or Federal law shall not be eligible for personal leave. If the leave does not exceed ten (10) working days, the employee shall be entitled to the same or comparable job upon return. If the leave exceeds ten (10) working days, the employee will be offered the next available open position for which the employee is qualified for a ninety (90) day period.

14.2 Family and Medical Leave. The Employer shall provide leaves of absence in compliance with the Family and Medical Leave Act of 1993 and The Family Care Act of 2003.

14.3 Military Leave. Any employee who is a member of the U.S. Armed Forces Reserves will be granted two (2) weeks' unpaid leave of absence each year to satisfy the military obligation. Vacation time may be requested for this purpose.

14.4 Court Leave. Regular employees scheduled to work forty (40) hours per week will be eligible for paid court leave of up to forty (40) hours per rolling twelve (12) month period. Regular employees scheduled to work less than forty (40) hours per week but more than twenty (20) hours per week will be eligible for prorated paid court leave. Staff requesting paid court leave must submit, in advance, the appropriate court documentation certifying their presence at court per jury or subpoena summons in order to be paid for court leave. Staff not needed in court for periods of time greater than two (2) hours are required to report to work. Regular employees working less than twenty (20) hours per week and on-call and temporary staff are not eligible for paid court leave.

14.5 Bereavement Leave. In the case of death in the immediate family, an employee shall be granted a leave of absence of up to three (3) working days with pay. In the event of a death in the immediate family, employees shall be granted up to two (2) additional days of LTI. All other requests for bereavement leave will be deducted from the PTO bank. Bereavement leave will be prorated for part-time employees. "Immediate family" for this agreement is defined as spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and domestic partner (City of Seattle definition). ("Foster" and "step" shall be considered as "immediate".) Management may, at its discretion, require proof of the need for bereavement leave if there is reason to suspect misuse.

14.6 Medical Leave. Employees who are not eligible for FMLA leave shall be eligible for a medical leave not to exceed twelve (12) weeks. Documentation from the employee's attending physician must accompany the request for leave. Any accrued paid time appropriate to the situation must be used concurrently with the medical leave of absence. The Employer shall reinstate the employee to the employee's former or equivalent position if the employee returns from the leave within six (6) weeks. If the leave exceeds six (6) weeks, the employee will be returned to the employee's prior position if vacant; otherwise, the employee will be eligible for the next available position for which the employee is qualified consistent with Section 6.2.

ARTICLE 15 - TRAINING

15.1 The Employer shall be responsible to identify work related training needs.

15.2 The Employer shall bear the cost of mandatory (Employer mandated) training including registration fees. Employees who are required to attend training on a day the employee is not scheduled to work shall receive a scheduled day off within the same pay period or be compensated at the regular rate of pay.

15.3 When a new position is created or an employee assumes a new position, a training plan or orientation checklist will be developed as determined appropriate by the Employer.

ARTICLE 16 - HEALTH AND SAFETY

16.1 Health and Safety. The Employer will maintain a safe and healthful workplace in compliance and all federal, State and local laws applicable to the safety and health of its employees.

16.2 The Employer shall provide appropriate orientation, training and education for employees who may be routinely exposed to hazardous substances and harmful biological and/or physical agents in their jobs.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 A grievance is defined as an alleged breach of the specific terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Any grievance not processed in accordance with the procedures and time limits specified herein shall constitute a withdrawal of the grievance and the grievance thereafter shall be null and void. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee. Time limits set forth in the following steps may only be extended by mutual consent confirmed in writing by the parties hereto.

17.2 A grievance must be processed in accordance with the following procedure:

Step 1: Immediate Supervisor

The Union Representative or shop steward must first present the complete grievance in writing to the immediate supervisor within ten (10) working days of the time the employee knew or could reasonably be expected to be aware of the events that precipitated the problem. A complete grievance shall include the specific section of the Agreement alleged to be violated, the nature of the violation, the name of the individual(s) impacted, the date(s) of the violation, and the specific remedy requested. A meeting will be scheduled with the grievant, shop steward or Union Representative within five (5) days to review the matter. Any grievance affecting more than one employee within the bargaining unit shall have one employee designated as the spokesperson together with a shop steward or Union Representative. The immediate supervisor shall within seven (7) calendar days of the meeting respond in writing to the employee and the Union representative (with a copy to the shop steward if authorized by the employee in writing), and provide an answer to the grievance.

Step 2: Next Level of Supervision

If the matter is not resolved to the employee's satisfaction in Step 1, the employee, shop steward and/or Union Representative shall present the grievance to the next level of supervision (or designated representative) within seven (7) calendar days of the immediate supervisor's decision. The next level of supervision (or designated representative) shall reply in writing to the employee and the Union Representative (with a copy to the shop steward if authorized by the employee in writing) within seven (7) calendar days following receipt of the grievance.

Step 3: Chief Executive Officer, or Designee, and Union Representative

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Chief Executive Officer (or designated representative) within seven (7) calendar days of receipt of the Step 2 response. The Chief Executive Officer or designee and the Union Representative shall meet within seven (7) calendar days for the purpose of resolving the grievance. The Chief Executive Officer or designee shall provide a written answer within seven (7) calendar days of the Step 3 meeting.

Step 4: Mediation

If the matter is not resolved at Step 3, a mutual request may be made to the Federal Mediation and Conciliation Service to assign a mediator to attempt to resolve the grievance. The mediator's recommendation shall be non-binding. Any comments, determinations or recommendations of the mediator, however, will not be admissible as evidence or otherwise

disclosed to the arbitrator in Step 5 if the mediation is unsuccessful and the matter proceeds to arbitration. If the parties do not agree to request mediation, the matter may proceed to Step 5.

Step 5: Arbitration

If the grievance is not resolved on the basis of the foregoing procedures, and if the employee (grievant) and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to final and binding arbitration, providing the Union requests arbitration within fourteen (14) calendar days following receipt of the written response from the Chief Executive Officer (or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators who are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association. The parties shall thereupon alternate in striking a name from the panel until one remains. The last person whose name remains on the list shall be the arbitrator. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing contract language appearing in this Agreement as that language may apply to the specific facts of the issue in dispute. The arbitrator shall not substitute his judgment for that of the Employer in matters involving employee competency or ability, or in patient care issues where the Employer's judgment is based upon established job criteria and exercised in good faith. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute. The arbitrator shall have no authority to award punitive damages or interest, nor shall the arbitrator be authorized to make a backpay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. However, this time limitation shall not apply for any period the employee was unaware and could not have known that a grievance existed. Subject to the conditions and limitations set forth herein, the Arbitrator's decision shall be final and binding on all parties. The substantially losing party as determined by the Arbitrator shall pay the fee of the arbitrator, the cost of the hearing location and the cost of a transcript. If the Arbitrator determines that neither party is the substantially losing party, the parties shall split the fee of the Arbitrator, the cost of the hearing location and the cost of a transcript. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.3 The grievance procedure shall terminate on the expiration date of this Agreement unless the contract is extended by the mutual written consent of the parties. Grievances arising after the expiration date of this Agreement shall be null and void. Grievances

initiated at Step 1 of the grievance procedure prior to the expiration date of this Agreement shall be processed in accordance with the terms of this Article, even though the contract may have terminated after the filing of the grievance.

ARTICLE 18 - NO STRIKE—NO LOCKOUT

18.1 During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure, handbilling or picketing against the Employer. In the event of any strike, walkout, picketing, slowdown or other work stoppage or threat thereof, the Union and its officers will do everything within their power to immediately end or avert the same.

18.2 During the term of this Agreement, any employee engaging in, recognizing or assisting in any strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to him, shall be subject to discipline or discharge as the Employer shall determine.

18.3 The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 19 - SUCCESSORS

19.1 In the event of an acquisition by another entity, the Employer and the Union will make a good faith effort to have timely communications throughout the process to attain a high level of transparency and to minimize the potential adverse impacts, direct or indirect, on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

a. The Employer will inform represented employees of a potential acquisition at least ninety (90) calendar days in advance of the acquisition. The parties recognize that this may not be feasible in some circumstances, where the Employer will provide reasonable notice which may be less than ninety (90) days.

b. Upon request by the Union, the Employer and the Union shall meet to negotiate the effects of an acquisition that will impact the future of employees.

c. The Employer will inform the potential buyer of the existence of this Agreement and encourage the new Employer following an acquisition to consider hiring all current employees and maintaining similar conditions in the interest of preserving a high-quality workforce.

None of the above shall constitute encumbrances or restrictions on the Employer's negotiation and final agreement with a potential buyer.

ARTICLE 20- GENERAL PROVISIONS

20.1 Illegality. Should any provision or provisions become unlawful or invalid by legislative act or by declaration of any court of competent jurisdiction, such action shall not invalidate this Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

20.2 Amendments. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

20.3 Past Practices. Any and all agreements between the parties are contained in this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 21-DURATION

This Agreement shall become effective November 1, 2022, and shall remain in full force and effect to and including the 31ST day of October 2025, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least sixty (60) days prior to the expiration date. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

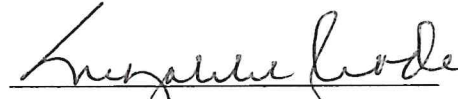
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE DOCTORS CLINIC

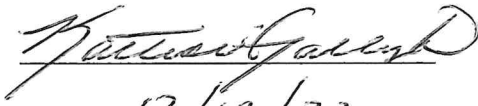
OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 8



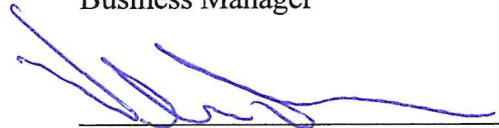
Date: 12/12/22
Jay Burghart
Executive Director




Date: 12/1/22
Suzanne Mode
Business Manager



Date: 12/12/22
Katherine Gallington
Director/Human Resources
& Professional Services



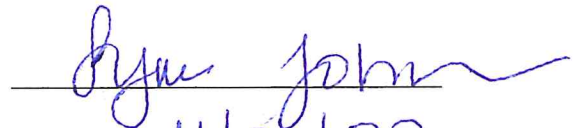
Date: 11/21/22
Valerie Peaphon
Union Representative



Date: 12.12.22
Laci Frost
HR Generalist

11/21/22

Date: Cynthia L. Olmstead
Cynthia Olmstead
Bargaining Team Member



Date: 11/21/22
Lynn Johnson
Bargaining Team Member

ADDENDUM

TO AGREEMENT

By and Between

THE DOCTORS CLINIC

and

OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 8

DRUGS AND ALCOHOL IN THE WORK PLACE POLICY

Introduction

Working under the influence of alcohol and/or drugs is unacceptable in a medical facility where the slightest inattention to detail can affect patient welfare. While the Clinic has no desire to unnecessarily intrude upon the private lives of its employees, involvement with alcohol and/or drugs can affect job performance, safety and public confidence in the Clinic. Employees must report to work in a condition to perform their work efficiently and safely. The Clinic's goal is to maintain a drug- and alcohol-free workplace and environment. It is the intent of the Clinic to encourage and assist employees in treatment and rehabilitation through the Employer's established benefit program, as is outlined in the remainder of this document.

Policy

The Clinic has a firm commitment to provide quality health care to its patients and clients. In addition, the Clinic is committed to its employees and the public to provide a healthy and safe workplace and environment.

The use of intoxicating liquor which may impair job performance or pose a hazard to the safety and welfare of the patient, the employee, other employees or equipment is strictly prohibited.

The use of controlled substances, drugs not medically authorized, or other substances which may impair job performance or pose a hazard to the safety and welfare of the patient, the employee, other employees or equipment is strictly prohibited.

The abuse of prescribed medications (such as taking larger doses or more frequently than the physician authorized or prescribed) is prohibited.

In addition, working under the influence of prescription drugs or over-the-counter medications where job performance is impaired is prohibited and may result in immediate, temporary removal from duties which may affect patient care or safety during the period of authorized use.

Drug samples, prescription pads and any other medications purchased by the Clinic are the property of the Clinic and may not be taken by employees unless authorized by a Clinic physician.

In summary, employees are prohibited from possessing, using, selling, transferring or being under the influence of alcohol, any narcotic, hallucinatory, stimulant, sedative or similar drug not prescribed by a physician while on Clinic property, Clinic time, while operating a Clinic vehicle or any other vehicle, or in other circumstances which might adversely reflect upon the Clinic operation or safety practices, including reporting for work under the influence of such substances.

Except when impairment is due solely to the influence of a prescribed medication taken in the amount authorized by the physician (or due solely to non-prescribed but legal over-the-counter medications taken strictly according to manufacturer's instructions), any violation of these rules will be grounds for discipline, up to and including discharge for a first offense in the sole judgment of the Employer.

Employees who violate this policy shall be subject to appropriate discipline which may include termination for a first offense in the sole judgment of the Employer.

Unacceptable Actions

Examples are for illustrative purposes only and are not intended to be inclusive:

1. Reporting to work under the influence of intoxicating liquor, including the appearance, odor or behavior manifested by an employee indicating the influence of intoxicating liquor.
2. Possessing, using, or being under the influence of any intoxicating liquor while on Clinic time, on Clinic premises, when representing the Clinic, or in circumstances which might adversely reflect upon the Clinic's operations or jeopardize the safety of employees.
3. Operating a Clinic vehicle under the influence of alcohol, or operating any other vehicle when on Clinic time under the influence of alcohol.

Definitions

1. "Alcohol" is defined as any intoxicating liquor including, but not limited to, beer, wine and spirits.
2. "Controlled Substances" shall be defined as those substances whose dissemination is controlled by regulation or statute, including, but not limited to narcotics, depressants, stimulants, hallucinogens and cannabis.

3. "Under the influence" or "impaired" shall be defined as behavior which may interfere with an employee's ability to safely and efficiently perform his/her job duties, or poses a threat to the welfare or safety of the patient, employee or others. The presence of any detectable level of drugs or their metabolites in the system shall be considered as causative of such impaired behavior. If a blood alcohol test is done, an alcohol level of 0.04 g/dl or greater in the system will be considered causative of such impaired behavior.
4. "Drug" shall be defined as any substance other than alcohol which may impair an employee's ability to perform his/her job or pose a threat to the safety of others. This definition includes over-the-counter drugs and/or drugs which require a prescription or other written approval from a licensed practitioner/physician or dentist for their use.
5. "Illegal Drugs" shall be defined as (a) drugs which are not legally obtainable and (b) drugs which are legally obtainable but have been obtained illegally.
6. "Proper medical authorization" shall be defined as a prescription or other written approval from a licensed practitioner/physician or dentist for the use of a drug in the course of medical treatment to include the name of the substance, the period of authorization, and whether the prescribed medication may impair job performance. This requirement also applies to refills of prescribed drugs.
7. "Employee" shall be defined as anyone employed by The Doctors Clinic, including supervisors, managers, and staff personnel.

Detection and Testing

1. In many cases, detection of alcohol and/or drug abuse can be made by observation.
2. The Employer may require the employee to submit to an alcohol test and drug screen. Refusal by an employee to take such a test when directed to do so shall be considered as insubordination and may at the Employer's sole discretion result in an employee's termination. Any such refusal by an employee shall be construed as a presumption that the employee has used drugs and/or alcohol, is impaired or may be under the influence and can be terminated. An attempt to tamper with a specimen will result in an employee's termination.
3. In any case where the employee appears to be under the influence of alcohol and/or drugs or the employee demonstrates abnormal behavior, the Employer shall have the right to inspect the employee's personal property left on Clinic premises, including lockers, etc.
4. When the Clinic's supervisors or managers suspect an employee may be under the influence or may be impaired by drugs or a combination of drugs and alcohol, and therefore may be unable to perform his/her job duties safely or efficiently, the employee may be required to submit to alcohol and drug screen test(s). In this situation, the employee will be escorted by the supervisor to Olympic Medical Laboratory or any other

laboratory deemed to be appropriate by the Employer where he/she will be medically evaluated and specimens collected.

- a. Blood test: To check the presence and level of alcohol.
 - b. Urine test: To detect the presence of alcohol, drugs, and controlled substances.
5. When the supervisor or manager suspects an employee may be under the influence or may be impaired and therefore may be unable to perform his/her job duties efficiently or safely, the employee will be removed from any job duties which may affect patient care or safety until such time as the investigation is complete.
 6. If an employee's test is found to be positive, Clinic management will review the facts and decide on appropriate action on a case-by-case basis. This may include immediate termination. Based upon various factors such as past job performance and longevity with the Clinic, the employee may, at the Employer's sole discretion, be suspended or reassigned to other duties. Even in the latter case, continued abuse or impairment affecting job performance will result in termination.
 7. Any employee who observes or has knowledge of another employee in a condition which may impair his/her ability to perform his/her job duties, or poses a hazard to the safety and welfare of him/herself, the public, other employees or equipment, shall promptly report the incident to his/her immediate supervisor. The confidentiality of the reporting employee will be maintained. Failure to report shall subject the employee to disciplinary action.
 8. Negative test results will not bar the Employer from addressing job performance issues in accordance with Section 6.5 of the Collective Bargaining Agreement.

Sale, Distribution, Transfer, Possession of Controlled Substances

The unauthorized sale, distribution, transfer, or possession of controlled substances and illegal drugs is prohibited on Clinic premises and may result in termination. Any employee who has knowledge of same is required to report that information to a supervisor. The proper law enforcement authorities will be notified where appropriate.

Procedure

When an employee is suspected of being impaired, the Employer shall determine the extent of the problem and take appropriate action on a case-by-case basis.

1. First Occurrence

The first occurrence of impairment in an employee who has been hitherto problem-free would likely result in a letter of reprimand or suspension. In addition, the employee will be relieved

from any job duties that might affect patient care or safety, or the overall reputation of the Clinic while he/she is under the influence.

2. Second Occurrence

a. Should impairment occur a second time, this will be construed as a presumption that the employee has an alcohol and/or drug abuse problem. In such a case, the employee will be given two options:

- (1) Termination (or, at the Clinic's sole discretion, a lesser form of discipline such as suspension or letter of reprimand)

OR

- (2) Participation in and completion of an acceptable alcohol and/or drug treatment program.

b. If the employee agrees to treatment, he/she may apply for a medical leave of absence. Annual Leave and/or accrued sick leave (sick leave for inpatient programs only) may be used to seek treatment instead of (or in addition to) unpaid leave. The cost of the treatment program is wholly the responsibility of the employee. Upon completion of the treatment, the employee will be guaranteed first choice to the first available similar opening for which he/she is qualified.

Article 14 - Grievance Procedure. Supplemental Agreement.

Step IV The arbitrator shall have no authority to modify or change the Employer's decision regarding the disciplinary action taken for violation of the Employer's drug/alcohol abuse policy.

**THE DOCTORS CLINIC
WAGE SCHEDULE**

November 1, 2022 if ratification occurs no later than October 31, 2022

3% scale increase, 2.5% step increase	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
CLERICAL																
Health Information Mgmt. Tech	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30
Patient Services Rep	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52	\$18.99	\$19.46	\$19.95	\$20.44	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30
Medical Scribe	\$17.58	\$18.02	\$18.47	\$18.93	\$19.41	\$19.89	\$20.39	\$20.90	\$21.42	\$21.96	\$22.50	\$23.07	\$23.64	\$24.23	\$24.84	\$25.46
Surgery Scheduler	\$18.38	\$18.84	\$19.31	\$19.79	\$20.29	\$20.80	\$21.32	\$21.85	\$22.39	\$22.95	\$23.53	\$24.12	\$24.72	\$25.34	\$25.97	\$26.62
BUSINESS OFFICE																
Patient Accounts Rep I	\$17.00	\$17.43	\$17.86	\$18.31	\$18.76	\$19.23	\$19.71	\$20.21	\$20.71	\$21.23	\$21.76	\$22.31	\$22.86	\$23.43	\$24.02	\$24.62
Patient Accounts Rep II	\$17.71	\$18.15	\$18.61	\$19.07	\$19.55	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.41	\$25.02	\$25.65
Patient Accounts Rep III	\$18.89	\$19.36	\$19.85	\$20.34	\$20.85	\$21.37	\$21.91	\$22.45	\$23.02	\$23.59	\$24.18	\$24.79	\$25.40	\$26.04	\$26.69	\$27.36
Patient Accounts Rep IV	\$20.61	\$21.13	\$21.65	\$22.19	\$22.75	\$23.32	\$23.90	\$24.50	\$25.11	\$25.74	\$26.38	\$27.04	\$27.72	\$28.41	\$29.12	\$29.85
Coding & Compliance Analyst	\$28.15	\$28.85	\$29.58	\$30.31	\$31.07	\$31.85	\$32.65	\$33.46	\$34.30	\$35.16	\$36.03	\$36.94	\$37.86	\$38.81	\$39.78	\$40.77
MANAGED CARE																
Managed Care Rep	\$18.89	\$19.36	\$19.85	\$20.34	\$20.85	\$21.37	\$21.91	\$22.45	\$23.02	\$23.59	\$24.18	\$24.79	\$25.40	\$26.04	\$26.69	\$27.36
FACILITIES																
Courier	\$15.03	\$15.41	\$15.79	\$16.19	\$16.59	\$17.01	\$17.43	\$17.87	\$18.31	\$18.77	\$19.24	\$19.72	\$20.21	\$20.72	\$21.24	\$21.77
Supply Clerk	\$16.98	\$17.40	\$17.84	\$18.29	\$18.74	\$19.21	\$19.69	\$20.18	\$20.69	\$21.21	\$21.74	\$22.28	\$22.84	\$23.41	\$23.99	\$24.59
Maintenance Worker	\$24.47	\$25.08	\$25.71	\$26.35	\$27.01	\$27.69	\$28.38	\$29.09	\$29.81	\$30.56	\$31.32	\$32.11	\$32.91	\$33.73	\$34.58	\$35.44
ANCILLARY SERVICES																
Lab Assistant	\$16.98	\$17.40	\$17.84	\$18.29	\$18.74	\$19.21	\$19.69	\$20.18	\$20.69	\$21.21	\$21.74	\$22.28	\$22.84	\$23.41	\$23.99	\$24.59
Lab/Xray Assistant	\$17.64	\$18.08	\$18.53	\$19.00	\$19.47	\$19.96	\$20.46	\$20.97	\$21.49	\$22.03	\$22.58	\$23.15	\$23.72	\$24.32	\$24.92	\$25.55
TRANSCRIPTION																
Electronic Health Record Editor	\$23.02	\$23.60	\$24.19	\$24.79	\$25.41	\$26.05	\$26.70	\$27.36	\$28.05	\$28.75	\$29.47	\$30.20	\$30.96	\$31.73	\$32.53	\$33.34
Transporter	\$16.55	\$16.96	\$17.39	\$17.82	\$18.27	\$18.72	\$19.19	\$19.67	\$20.16	\$20.67	\$21.19	\$21.72	\$22.26	\$22.81	\$23.38	\$23.97

1) Step increases shall occur in the 1st payroll period following ratification.

2) New hires employed within ninety (90) days of the date of 2022 step increases shall not be eligible for a step increase.

2022: Effective the 1st payroll period following ratification, those employees who are at Step 15 shall receive a gross lump sum payment equal to 2% of an amount equal to their current hourly wage rate, multiplied by 2080 hours multiplied by their FTE percentage.

**THE DOCTORS CLINIC
WAGE SCHEDULE**

November 1, 2023 if ratification occurs no later than October 31, 2022

3% scale increase, 2.5% step increase	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
CLERICAL																
Health Information Mgmt. Tech	\$17.28	\$17.71	\$18.15	\$18.61	\$19.07	\$19.55	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.42	\$25.03
Patient Services Rep	\$17.28	\$17.71	\$18.15	\$18.61	\$19.07	\$19.55	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.42	\$25.03
Medical Scribe	\$18.11	\$18.56	\$19.03	\$19.50	\$19.99	\$20.49	\$21.00	\$21.53	\$22.07	\$22.62	\$23.18	\$23.76	\$24.36	\$24.96	\$25.59	\$26.23
Surgery Scheduler	\$18.93	\$19.40	\$19.89	\$20.39	\$20.90	\$21.42	\$21.95	\$22.50	\$23.06	\$23.64	\$24.23	\$24.84	\$25.46	\$26.10	\$26.75	\$27.42
BUSINESS OFFICE																
Patient Accounts Rep I	\$17.51	\$17.95	\$18.40	\$18.86	\$19.33	\$19.81	\$20.31	\$20.81	\$21.33	\$21.87	\$22.41	\$22.97	\$23.55	\$24.14	\$24.74	\$25.36
Patient Accounts Rep II	\$18.24	\$18.70	\$19.16	\$19.64	\$20.13	\$20.64	\$21.15	\$21.68	\$22.22	\$22.78	\$23.35	\$23.93	\$24.53	\$25.14	\$25.77	\$26.42
Patient Accounts Rep III	\$19.46	\$19.95	\$20.45	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	\$24.91	\$25.53	\$26.17	\$26.83	\$27.50	\$28.18
Patient Accounts Rep IV	\$21.23	\$21.76	\$22.30	\$22.86	\$23.43	\$24.02	\$24.62	\$25.24	\$25.87	\$26.51	\$27.18	\$27.86	\$28.55	\$29.27	\$30.00	\$30.75
Coding & Compliance Analyst	\$28.99	\$29.71	\$30.46	\$31.22	\$32.00	\$32.80	\$33.62	\$34.46	\$35.32	\$36.20	\$37.11	\$38.04	\$38.99	\$39.96	\$40.96	\$41.99
MANAGED CARE																
Managed Care Rep	\$19.46	\$19.95	\$20.45	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	\$24.91	\$25.53	\$26.17	\$26.83	\$27.50	\$28.18
FACILITIES																
Courier	\$15.48	\$15.87	\$16.26	\$16.67	\$17.09	\$17.51	\$17.95	\$18.40	\$18.86	\$19.33	\$19.82	\$20.31	\$20.82	\$21.34	\$21.87	\$22.42
Supply Clerk	\$17.49	\$17.93	\$18.38	\$18.83	\$19.31	\$19.79	\$20.28	\$20.79	\$21.31	\$21.84	\$22.39	\$22.95	\$23.52	\$24.11	\$24.71	\$25.33
Maintenance Worker	\$25.20	\$25.83	\$26.48	\$27.14	\$27.82	\$28.51	\$29.22	\$29.95	\$30.70	\$31.47	\$32.26	\$33.06	\$33.89	\$34.74	\$35.61	\$36.50
ANCILLARY SERVICES																
Lab Assistant	\$17.49	\$17.93	\$18.38	\$18.83	\$19.31	\$19.79	\$20.28	\$20.79	\$21.31	\$21.84	\$22.39	\$22.95	\$23.52	\$24.11	\$24.71	\$25.33
Lab/Xray Assistant	\$18.17	\$18.62	\$19.09	\$19.57	\$20.06	\$20.56	\$21.07	\$21.60	\$22.14	\$22.69	\$23.26	\$23.84	\$24.44	\$25.05	\$25.67	\$26.32
TRANSCRIPTION																
Electronic Health Record Editor	\$23.71	\$24.30	\$24.91	\$25.53	\$26.17	\$26.83	\$27.50	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.68	\$33.50	\$34.34
Transporter	\$17.05	\$17.48	\$17.91	\$18.36	\$18.82	\$19.29	\$19.77	\$20.27	\$20.77	\$21.29	\$21.83	\$22.37	\$22.93	\$23.50	\$24.09	\$24.69

1) Step increases shall occur in the 1st payroll period one year following ratification.

2) New hires employed within ninety (90) days of the date of 2023 step increases shall not be eligible for a step increase.

2023: Effective the 1st payroll period following ratification, those employees who are at Step 15 shall receive a gross lump sum payment equal to 2% of an amount equal to their current hourly wage rate multiplied by 2080 hours, multiplied by their FTE percentage.

**THE DOCTORS CLINIC
WAGE SCHEDULE**

November 1, 2024 if ratification occurs no later than October 31, 2022

3% scale increase, 2.5% step increase	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
CLERICAL																
Health Information Mgmt. Tech	\$17.80	\$18.25	\$18.70	\$19.17	\$19.65	\$20.14	\$20.64	\$21.16	\$21.69	\$22.23	\$22.79	\$23.36	\$23.94	\$24.54	\$25.15	\$25.78
Patient Services Rep	\$17.80	\$18.25	\$18.70	\$19.17	\$19.65	\$20.14	\$20.64	\$21.16	\$21.69	\$22.23	\$22.79	\$23.36	\$23.94	\$24.54	\$25.15	\$25.78
Medical Scribe	\$18.65	\$19.12	\$19.59	\$20.08	\$20.59	\$21.10	\$21.63	\$22.17	\$22.72	\$23.29	\$23.87	\$24.47	\$25.08	\$25.71	\$26.35	\$27.01
Surgery Scheduler	\$19.50	\$19.99	\$20.49	\$21.00	\$21.52	\$22.06	\$22.61	\$23.18	\$23.76	\$24.35	\$24.96	\$25.59	\$26.23	\$26.88	\$27.55	\$28.24
BUSINESS OFFICE																
Patient Accounts Rep I	\$18.04	\$18.49	\$18.95	\$19.43	\$19.91	\$20.41	\$20.92	\$21.44	\$21.98	\$22.53	\$23.09	\$23.67	\$24.26	\$24.87	\$25.49	\$26.13
Patient Accounts Rep II	\$18.79	\$19.26	\$19.74	\$20.23	\$20.74	\$21.26	\$21.79	\$22.34	\$22.89	\$23.47	\$24.05	\$24.65	\$25.27	\$25.90	\$26.55	\$27.21
Patient Accounts Rep III	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.42	\$25.03	\$25.65	\$26.29	\$26.95	\$27.63	\$28.32	\$29.02
Patient Accounts Rep IV	\$21.87	\$22.42	\$22.98	\$23.55	\$24.14	\$24.74	\$25.36	\$26.00	\$26.65	\$27.31	\$28.00	\$28.70	\$29.41	\$30.15	\$30.90	\$31.67
Coding & Compliance Analyst	\$29.86	\$30.61	\$31.37	\$32.16	\$32.96	\$33.78	\$34.63	\$35.49	\$36.38	\$37.29	\$38.22	\$39.18	\$40.16	\$41.16	\$42.19	\$43.25
MANAGED CARE																
Managed Care Rep	\$20.04	\$20.54	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82	\$24.42	\$25.03	\$25.65	\$26.29	\$26.95	\$27.63	\$28.32	\$29.02
FACILITIES																
Courier	\$15.94	\$16.34	\$16.75	\$17.17	\$17.59	\$18.03	\$18.49	\$18.95	\$19.42	\$19.91	\$20.40	\$20.91	\$21.44	\$21.97	\$22.52	\$23.09
Supply Clerk	\$18.01	\$18.46	\$18.92	\$19.39	\$19.88	\$20.38	\$20.89	\$21.41	\$21.94	\$22.49	\$23.05	\$23.63	\$24.22	\$24.83	\$25.45	\$26.08
Maintenance Worker	\$25.96	\$26.61	\$27.27	\$27.96	\$28.65	\$29.37	\$30.11	\$30.86	\$31.63	\$32.42	\$33.23	\$34.06	\$34.91	\$35.79	\$36.68	\$37.60
ANCILLARY SERVICES																
Lab Assistant	\$18.01	\$18.46	\$18.92	\$19.39	\$19.88	\$20.38	\$20.89	\$21.41	\$21.94	\$22.49	\$23.05	\$23.63	\$24.22	\$24.83	\$25.45	\$26.08
Lab/Xray Assistant	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.18	\$25.81	\$26.45	\$27.11
TRANSCRIPTION																
Electronic Health Record Editor	\$24.42	\$25.03	\$25.66	\$26.30	\$26.96	\$27.63	\$28.32	\$29.03	\$29.75	\$30.50	\$31.26	\$32.04	\$32.84	\$33.66	\$34.50	\$35.37
Transporter	\$17.56	\$18.00	\$18.45	\$18.91	\$19.38	\$19.87	\$20.36	\$20.87	\$21.40	\$21.93	\$22.48	\$23.04	\$23.62	\$24.21	\$24.81	\$25.43

1) Step increases shall occur in the 1st payroll period two years following ratification.

2) New hires employed within ninety (90) days of the date of 2024 step increases shall not be eligible for a step increase.

2024: Effective the 1st payroll period following ratification, those employees who are at Step 15 shall receive a gross lump sum payment equal to 2% of an amount equal to their current hourly wage rate multiplied by 2080 hours, multiplied by their FTE percentage.