



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OLYMPIC COMMUNITY ACTION PROGRAMS

AND

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

FOR THE PERIOD OF

JULY 1, 2015 THROUGH JUNE 30, 2018

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – OLYMPIC COMMUNITY ACTION PROGRAMS

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COLLECTIVE BARGAINING AGREEMENT
OLYMPIC COMMUNITY ACTION PROGRAMS

THIS AGREEMENT is made and entered into at Port Townsend, Washington, this 1st day of July 2015, by and between OLYMPIC COMMUNITY ACTION PROGRAMS, 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 purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties.

ARTICLE 1

SCOPE OF AGREEMENT

Section 1.1 UNION RECOGNITION The Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and conditions of employment for all Home Care Aides, Mentor Aides and Regional Leads employed by the Employer, excluding all other employees, managers, temporary employees, confidential employees, guards and supervisors as defined by the Act.

Section 1.2 COVERAGE Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

ARTICLE 2

UNION MEMBERSHIP

Section 2.1 UNION SECURITY AND MEMBERSHIP The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, in accordance with Article 1, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing; PROVIDED THAT, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union.

Section 2.1(a) UNION SECURITY AND MEMBERSHIP The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, in accordance with Article 1, after thirty-one (31) days from the date of employment become and remain members of the union in good standing: PROVIDED THAT, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the

Employer and the Union. Good standing shall depend on payment of initiation fees and dues in accordance with the 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, including any Employer mandated training.

Section 2.1(b) UNION SECURITY AND MEMBERSHIP 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 he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to pay the dues and fees on which he or she is delinquent within (30) thirty calendar days of receipt by the Employer of such notice, the Employer shall discharge the employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 DUES DEDUCTION Upon receipt of a written check-off authorization card signed by an employee covered by this Agreement, the Employer shall make periodic deductions from the wages of the employee and remit same to the Union for the payment of current regular dues and initiation fees, subject to the following terms and conditions:

Section 2.2(a) DUES DEDUCTION The Employer shall deduct current regular monthly dues and initiation fees from the first paycheck of each month and remit such fees to the Union within fifteen (15) calendar days unless the employee has made arrangements to make direct payment of dues to the Union and notified the Employer and the Union in writing. Payroll deduction of dues shall be optional with the employee. Employees who choose to pay dues directly to the Union shall be responsible for payment of monthly dues before the fifteenth (15th) day of the current month.

Section 2.2(b) DUES DEDUCTION The Employer shall distribute to new employees, at their initial orientation, check-off authorization cards and explanatory material provided by the Union. At their orientation, new employees will also be provided with the name and phone number of the shop steward. The Employer will collect signed Union authorization cards at the initial orientation for those employees who sign the cards then. The Union will be responsible for supplying the Employer with those cards not signed at the initial orientation. The Employer will provide the chief shop steward phone numbers and addresses of all new employees.

Section 2.3 INDEMNIFICATION The Union shall indemnify, defend and hold the Employer harmless from all suits, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer, for any relief sought where the claim arises from the application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 2.4 ROSTERS The remittance of dues shall be accompanied by a list of employees for whom dues are remitted and the amounts remitted for each employee, including name, social security number, rate of pay, hours worked, address, phone number and date of hire upon the effective date of this Agreement and every month thereafter. The Employer shall also provide to the Union each month:

A list of change in status of employees which shall include the name and reason and date of the change of status (discharge, layoff, resignation) of each employee.

Section 2.5 PRESENT CONDITIONS No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement, shall suffer a reduction in the rate of their wage as a result of entering into this Agreement. Those employees with wages higher than the rate designated in this Agreement will have their wages frozen until such time that the wage scale catches up with their current wage.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law. Employer retains the sole right to manage the affairs of the agency and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- (a) Determine the services to be provided, methods and schedules of work and services, the type of equipment, and the sequence of work and services;
- (b) Determine the number of employees to be employed;
- (c) Use independent contractors and consultants to perform work or services;
- (d) Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof as long as said subcontracting or contracting does not directly result in the layoff or termination of a current bargaining unit employee.
- (e) Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, proper conduct on the part of employees, and to maintain client confidentiality;
- (f) Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge, suspend or otherwise discipline employees for cause, to promote, demote, or transfer employees, to assign them to shifts and determine the amount of work needed, and to lay off employees;
- (g) Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- (h) Determine the number and location of Employer's facilities.

Section 3.2 The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any expressed provision thereof.

Section 3.3 The exercise of management rights is the exclusive prerogative of the Employer and its decisions in such matters, to the extent not inconsistent with this Agreement and/or the

law, shall not be subject to contest or review by the Union.

ARTICLE 4

UNION REPRESENTATIVES AND ACTIVITY

Section 4.1 UNION ACCESS The Union shall advise the Employer in writing or by fax of the names of the business representatives, agents and stewards authorized to represent the Union in dealings with the Employer. The Employer shall recognize the Union Steward who shows authority from the Union as a duly accredited Union representative who may investigate all complaints.

Section 4.2 UNION REPRESENTATIVES The Union Representative of the Union shall have access to the premises of the Employer for meetings with Employer officials and for the purpose of investigating specific employee complaints or grievances relating to this Agreement. The Union Representative shall contact the Program Director twenty-four (24) hours in advance, or in his or her absence, the supervisor. The Union Representative will notify the supervisor prior to and immediately upon entering the premises.

Section 4.3 SHOP STEWARD A Union Steward may be released without pay for meetings with management and for the purpose of investigating a specific employee complaint or grievance relating to this Agreement. If the union Steward's presence at a meeting is required by the Employer, the Employer will pay the Union Steward for work hours lost because of the meeting. If there is no Union Steward available during his/her non-work hours to attend an investigatory interview, the Employer will pay the Union Steward for work hours lost because of the meeting. The steward shall notify and receive permission from his/her supervisor before interrupting his/her assigned work, and such permission shall be granted unless a work operation requires the temporary postponement of the investigation. Union Stewards shall be deemed to have seniority over all other employees for the purposes of layoff and recall from layoff.

Section 4.4 UNION COMMUNICATION The Union shall be allowed the use of bulletin board space (or an acceptable substitute) in the main office and each site, when available, for the purpose of posting Union notices relating to general Union activity.

Section 4.5 UNION BUSINESS Except as provided in this Article 4, Union business shall not be conducted in the Employer's home care work areas.

ARTICLE 5

EMPLOYMENT PRACTICES

Section 5.1 JOB POSTINGS Notice of all job vacancies shall be posted on all bulletin boards of the Employer for a period of fourteen (14) days for consideration to all bargaining unit employees covered under this Agreement. Shop stewards shall receive a copy of all postings. In addition, information about all job vacancies will be available to employees by calling the HR office and on the website of the Employer. The Employer will provide monthly reminders, in the newsletter, to check bulletin boards for job postings.

Section 5.2(a) JOB POSTINGS During the posting period, only bargaining unit employees who apply shall be considered for any new positions available within the bargaining unit. (This does not refer to the Employer seeking additional Home Care Aides.) The Employer shall not be denied the right to fill positions with an individual from outside or internal sources once the provisions of Section 5.1 have been exercised and it has been determined covered employees who have made application through the job posting procedure are deemed unqualified for the position. If the employee is deemed unqualified he/she shall receive a written explanation if requested.

Section 5.2(b) JOB POSTINGS During the posting period, bargaining unit employees who apply shall be considered for any position available in the Agency. The organization is committed to upgrading, promoting and transferring Community Action Programs employees where appropriate.

Section 5.3 NOTIFICATION The Employer shall notify the Union in writing on the first of the month after the "effective date of employment", giving name, address, phone number, social security number, classification, number of hours scheduled to work, rate of pay and the date the employee was placed on payroll or began pre-employment training.

Section 5.4 PROBATION PERIOD Bargaining unit employees shall be hired on a probationary period for the first ninety (90) calendar days of employment. Termination or discipline during this period will not be subject to review by the Union.

Section 5.5 TERMINATION/RESIGNATION Two (2) weeks' notice of termination or resignation will be given when ever practical.

Section 5.6 PERSONNEL FILES An employee may examine his/her personnel file during office hours when requested in advance.

Section 5.7 EVALUATIONS Each employee shall receive a written performance evaluation prior to the completion of the ninety (90) day probationary period and then annually within sixty (60) days of his/her employment anniversary date. The employee shall be given the opportunity to read the evaluation and attach his/her own comments before permanent placement in the personnel file.

Section 5.8 PROMOTIONS Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher position within the bargaining unit shall, at the minimum, be placed at the same increment step in the new position as that held by the employee in his or her former position and shall receive such pay rate immediately.

All employees promoted shall be placed on the higher rated job for a trial period not to exceed ninety (90) days. In the event the employee does not successfully pass the trial period of any promotion, such employee shall be returned to the position previously held or a similar position, without any loss of seniority or wage rate. "Similar position" will be construed to mean the same job classification, but will not be construed to mean the original clients, shift or days

scheduled. Furthermore, the hours of work scheduled per week shall not vary by more than ten (10) hours from the prior position.

Section 5.9 SUPERVISOR AVAILABILITY The Employer will ensure that a supervisor is available for consultation at all times when a Home Care Aide is scheduled to work. In the event a caregiver cannot reach a supervisor and decisions need to be made, the caregiver will follow the policies and procedures as trained and will not be subject to discipline for doing so.

Section 5.10 UNION CONTRACT COPIES The Employer shall maintain copies of this Agreement for employee use at the office.

Section 5.11 INCIDENT CHARGES It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirements of the Employer, except personal auto insurance. This includes only testing or training required by the Employer after the date of hire. The employee will not be required to pay for any cost associated with breakage or loss of client property incurred while working unless such breakage or loss was caused by the employee's proven dishonest or willful act.

Section 5.12 EMPLOYER POLICIES To the extent that Olympic Community Action Programs' employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the policies shall be negotiated with the Union.

Section 5.12(a) EMPLOYER POLICIES The Union will be furnished a copy of any new Employer rules or regulations with respect to the bargaining unit fifteen (15) days prior to the time they are to be implemented, unless a documented emergency requires an earlier implementation. In the event the Union is not furnished with same, they shall have no effect upon members of the bargaining unit. Any changes in policies effecting wages, hours and working conditions of covered employees shall require negotiations with the Union.

Section 5.13 DISCIPLINE OR DISCHARGE FOR JUST CAUSE No employee who has completed his/her probationary period shall be disciplined or discharged except for just cause. Upon notice of termination, an employee, upon request, shall be given a written statement of the cause of discharge.

Section 5.14(a) PROGRESSIVE DISCIPLINE The Employer and Union agree that in correcting inappropriate employee conduct the Employer shall employ a uniform progressive discipline system which shall, depending on the severity of the inappropriate conduct, include verbal counselings and warnings, written warnings, probation, suspensions and discharge. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is appropriate. The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, omit any of the steps and proceed directly to discharge. Conduct falling in this category, depending on its severity, may include, but shall not be limited to, serious willful breach of client confidentiality; abusing clients; theft; intentionally damaging the property of others; fighting; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use or sale of alcohol or illegal drugs while on Employer-related business or property, or being under the influence of drugs or

alcohol in said circumstances. The principles of just cause apply to all levels of discipline.

Section 5.14(b) 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/her personnel file within ten (10) calendar days of placement in the file. The employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that he/she has seen it and comprehends the gravity of the disciplinary action taken. An employee is required to acknowledge by his/her signature receipt of the written warning. Employees shall have the right to review and comment on performance evaluations and disciplinary warnings placed in their personnel files after February 27, 1996 within ten (10) calendar days of placement in the file and to have removed any that have not been signed by the employee unless proven that the employee has refused to sign. In keeping with progressive discipline and just cause (Section 5.13 and Section 5.14(a)) when considering prior disciplinary actions in an employee's file, the Employer will take into consideration the passage of time since the previous discipline occurred, the seriousness of the prior offense(s), the discipline imposed for the previous offense(s) and the employee's compliance with the expectations set forth in prior disciplinary action.

Section 5.14(c) EMPLOYEE RIGHTS An employee may have a Union representative present at any meeting with management representatives which involves discipline or investigation or discussion of work performance or other issues which may lead to discipline. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. If management has not informed the employee prior to the meeting of the purpose of the meeting and of the employee's right to have a representative present, the employee may request adjournment of the meeting until his or her representative can be present. In no event shall the meeting be postponed longer than two (2) working days except by mutual agreement.

ARTICLE 6

SENIORITY

Section 6.1 APPLICATION OF SENIORITY Where ability, efficiency, reliability, competency and compatibility are relatively equal, area seniority will be observed in layoffs, recalls, transfers, shift changes, scheduling overtime, promotions, vacation preference, schedule preference, replacement hours, declining hard to serve clients and training opportunities. The five geographical areas to which "area seniority" applies are Jefferson County, Sequim, Port Angeles, Forks and Clallam Bay/Neah Bay. The Employer shall determine whether an employee is qualified for a particular job. The Employer may fill a vacant position with a person from outside of the Employer if the Employer has notified employees on the preference list per Section 11.7 of this Agreement and determines that no eligible current employee possesses the desire, ability and/or is appropriately compatible with the client to adequately perform the job at the present time.

Section 6.2 LOSS OF SENIORITY An employee shall lose his or her seniority rights for any one of the following reasons:

- (a) Resignation or voluntary quit (failure to report absence from work for three [3] consecutive scheduled workdays will be considered a voluntary quit unless excused by the Employer).
- (b) Retirement.
- (c) Discharge.
- (d) Inability of the Employer to contact employee because of employee's failure to keep Employer advised of a current address and phone number (if any).
- (e) Failure to report from layoff within two (2) working days after direct notification by phone or receipt of written notification to report back to work. Notice shall be sent by registered or certified mail, return receipt requested, to the employee's last known address.
- (f) Absence by reason of layoff or other approved leave for a period of twelve (12) calendar months or more.

Section 6.3 ACCRUAL OF SENIORITY Seniority shall be accrued from the date of hire or rehire during periods of continuous employment including:

- (a) Time lost by reason of accident or bona fide illness not to exceed three (3) calendar months.
- (b) Time spent on layoff status not to exceed three (3) calendar months.
- (c) Time spent on jury duty, witness service or bereavement leave.
- (d) Time spent on other approved leaves not to exceed three (3) calendar months.

Section 6.4(a) REPLACEMENT HOURS When an employee suffers an involuntary reduction of hours, his/her supervisor will immediately work to attempt to obtain replacement hours for that employee.

Section 6.4(b) The employee is responsible for notifying the supervisor that the employee needs immediate replacement of work hours and when the employee is available to work.

Section 6.4(c) The supervisor will then immediately provide the employee with any available substitute hours within the employee's geographic area.

Section 6.4(d) Current employees shall be assigned available hours before new employees are hired within that geographic area; provided that, a current employee is willing and able to assume all of a client(s)' available hours. Job sharing is allowed, but only when the supervisor feels it would not adversely affect the client and the client is agreeable.

Section 6.4(e) The supervisor will make a good faith effort to provide the employee with replacement hours, either by substitute work or with the assigning of new client hours within that employee's ten (10) working days.

Section 6.4(f) If an employee has had a reduction of thirty (30) hours or more per month and if the supervisor cannot replace the employee's hours within that employee's ten (10) working

days, the employee, based on seniority, shall have the option of temporarily choosing to accept hours in any adjoining geographic area in the agency. The Employer may schedule the hours to minimize compensable travel time outside of the employee's geographic area and will observe the employee's scheduling preferences per Section 11.6 of this Agreement.

Section 6.4(g) If the employee refuses substitute work without valid justification, the availability of hours outside the employee's geographic area will be withdrawn.

Section 6.5 SENIORITY FOR RECALL The Employer, upon recalling or replacing reduced hours, shall do so in order of area seniority in accordance with Section 6.1 and Section 6.4 of this Agreement. The last employee laid off from a job or involuntarily reduced in hours will be the first to be offered available client hours before internal transfers, promotions, or outside applicants are considered; provided that, the employee in question is willing and able to assume all of a client(s)' available hours.

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

Section 7.1 VARIABLE STATUS EMPLOYEE A variable status employee in the bargaining unit is one who has been in the employment of the Employer ninety (90) days or more regardless of the number of hours the employee works. Such employees shall be subject to all benefits and conditions of this Agreement after ninety (90) days from date of hire.

Section 7.2 PROBATIONARY EMPLOYEE A probationary employee is one who has been employed less than ninety (90) days.

Section 7.3 TEMPORARY EMPLOYEES The Employer agrees that no employee will be hired on a temporary basis for the purpose of displacing bargaining unit employees or avoiding filling bargaining unit positions.

ARTICLE 8

LEAVE TIME

Section 8.1 PAID LEAVE ACCRUAL All non-probationary employees shall earn paid time off (PTO) at the following rate:

Up to three (3) years of employment employees shall earn paid time off (PTO) at the rate of one (1) hour for every 40 hours worked; after three (3) years of employment, one and one-half (1 ½) hours for every forty (40) hours worked; after nine (9) years of employment two and one-half (2 ½) hours for every forty (40) hours worked.

Section 8.2 PAID LEAVE USAGE Paid time off (PTO) may be used for any personal reasons, including personal business, illness of self or dependent family members and vacation. Earned time may be used for doctor and dental appointments during regular working hours; provided that, leave for such an appointment be cleared with the immediate supervisor one (1) day in advance and the employee makes an effort to modify their schedule to assure

client needs are met.

Section 8.2(a) PAID LEAVE USAGE Paid time off (PTO) 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. The combination of leave time and work time cannot exceed forty (40) hours in one week (Saturday through Friday). The employee may also use their accrued PTO to meet the 80 compensated hour eligibility requirement for health insurance.

Section 8.2(b) PAID TIME OFF DONATIONS A bargaining unit employee may request to donate a portion of their accrued Paid Time Off (PTO) to another bargaining unit employee when it is needed for illness or medical reasons only. The donating employee may only donate leave accrued in excess of 80 hours. The following formula will be used to calculate the donation.

Number of hours donated x wage of donor/wage of recipient = hours donated.

Section 8.3(a) PAID LEAVE CASH-OUT Upon termination, employees shall be paid, at their regular wage, for their unused accrued leave if they have been employed for a minimum of six (6) months, except when an employee has been dismissed for proven misconduct or has abandoned their job (has failed to serve client or communicate with supervisor for three (3) days, unless incapacitated by illness or injury.)

Section 8.3(b) PAID LEAVE CASH-OUT Any employee desiring to request Paid Leave Cash-Out must first have used at least forty (40) hours of accrued PTO within the prior twelve (12) month period. Employees may cash out their accrued and unused PTO, up to a maximum of forty (40) hours annually, on their anniversary date of hire. Employees desiring to request paid leave cash-out must make their request in writing no later than one week prior to their employment anniversary date. Payment will be included with the payroll following the employee's employment anniversary date.

Section 8.4 VACATION SCHEDULING Senior employees shall be given preference in the selection of vacation periods. An employee who splits her/his vacation may exercise seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 8.5 ADVANCE VACATION PAY An employee may request vacation pay in advance; provided that, they have a balance of paid leave that will cover the amount requested. Requests must be submitted in writing to the appropriate supervisor one (1) week prior to the last day of the month. Vacation advances will be issued for approved vacations only. Payment will be included with payroll.

Section 8.6 PAID LEAVE CARRY OVER Employees may carry over accumulated paid leave from one year to the next up to a maximum of the number of hours the employee is regularly scheduled to work in a three (3) week period. For example, the employee that is scheduled to work twenty (20) hours per week, may carry over sixty (60) hours of accumulated leave; and an employee who is scheduled to work forty (40) hours per week, may carryover 120 hours of accumulated leave.

Section 8.7(a) BEREAVEMENT LEAVE Emergency bereavement leave of three (3) working days from work with pay, at the regular rate, for those days scheduled on the current month's schedule, shall be allowed for an employee when a death in the employee's immediate family requires the employee's attendance. Immediate family shall mean persons related by blood, whether whole or half, marriage or adoption in the following relationship: spouse, child, grandchild, parent, grandparent, great-grandparent, great-grandchild, sibling, relative living in the employee's household, or domestic partner (as defined in Seattle Municipal Code 4.30.0200).

Section 8.7(b) BEREAVEMENT LEAVE No more than three (3) working days emergency bereavement leave with pay shall be allowed per occasion. Nothing in this Section 8.7 will prevent employees from taking other leave available to them. Emergency bereavement leave is not accumulative from one occasion to another. Bereavement leave shall be initiated within four (4) days of the date of death and will be completed within two (2) weeks of the date of death.

Section 8.7(c) BEREAVEMENT LEAVE Unpaid bereavement leave of up to one (1) day shall be granted to an employee to attend a client's funeral, or other "gathering of remembrance" provided the employee has notified their supervisor and other client needs can be met with an adjusted schedule or a fill in. It is agreed that this shall only apply when an employee has provided care to the client for a period of no less than two calendar months.

Section 8.8 LEAVE WITHOUT PAY Employees are eligible for three (3) types of leaves without pay: medical, personal and family. Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected as a result of leaves without pay except as described in Section 6.3 of this Agreement. All appropriate accrued leave must be exhausted before an employee converts to a leave without pay status.

Section 8.8(a) BENEFITS DURING LEAVE WITHOUT PAY All benefits shall cease during a period of leave without pay. Paid leave shall not accumulate and holiday pay shall not be paid. When the leave without pay occurs within one calendar month, the employee's medical benefits shall be continued without additional cost to the employee. When the leave extends beyond the initial calendar month, the employee may continue their medical benefits by prepayment of the premiums to the Employer each month. Exceptions to this section apply when the leave without pay falls under the Federal Family Medical Leave Act.

Section 8.8(b) MEDICAL LEAVE OF ABSENCE Employees will be granted a medical leave of absence for the actual period of a medically related disability. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases except as described in Section 6.3 of this Agreement. Employees must maintain their medical coverage at their own expense unless the leave is covered by the Family Medical Leave Act, in which case coverage shall be continued at the Employer's expense. Benefits during a Medical Leave of Absence will be handled as indicated in Section 8.8(a) of this Agreement.

Section 8.8(c) 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 except as described in Section 6.3 of this Agreement. Benefits during a Personal Leave of Absence will be handled as indicated in Section 8.8(a) of this Agreement.

Section 8.8(d) FEDERAL FAMILY MEDICAL LEAVE ACT (FMLA) Employees who have worked more than 1,250 hours in the previous twelve (12) months may request up to twelve (12) weeks of unpaid leave for:

- (1) The birth or care of a newborn child within twelve (12) months after date of birth.
- (2) Placement with an employee of child for adoption or foster care within twelve (12) months after the date of placement.
- (3) Care for an employee's child, spouse, domestic partner or parent with a serious health condition.
- (4) Employee's own serious health condition.

Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or similar job at the same rate of pay. During the period of Family Medical Leave, the Employer shall maintain any paid medical benefits the employee may have been receiving. More information on and access to Family Medical Leave Act is available by contacting the Human Resources Department.

Section 8.8(e) FAMILY LEAVE The Employer agrees to comply with applicable Washington State Leave of Absence laws as they may from time to time be amended.

Section 8.9 JURY DUTY LEAVE Employees called for jury duty in any municipal, county, state or federal court shall advise the supervisor of receipt of such call and will be granted the necessary time off from work without pay. Employees may choose to use earned paid time off to replace earnings for hours normally scheduled. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the dates and times served.

Section 8.10 UNION LEAVE A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case he or she is appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in his or her former pay grade which he or she is competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase his or her seniority. The employee shall not lose seniority while on leave.

Section 8.11 MILITARY LEAVE Employees who are ordered to or volunteer for military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component may take a leave of absence for the length of the service. Military leaves are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

ARTICLE 9

HOLIDAYS

Section 9.1 PAID HOLIDAY Thanksgiving Day shall be observed and paid to non-probationary employees, prorated to the average number of daily hours worked during the previous August, September and October. Christmas Day shall be observed and paid to non-probationary employees, prorated to the average number of daily hours worked during the previous September, October and November. A Home Care Aide required to work on a paid holiday will be compensated at time and one-half (1 ½) for hours worked on the holiday plus holiday pay. If a Home Care Aide chooses to work on a paid holiday, they will be compensated at straight-time, plus holiday pay.

Section 9.2 PRIMARY HOLIDAYS The following holidays shall be observed but not paid unless worked. A Home Care Aide required by their supervisor to work on any of these holidays will be paid at time and one-half (1 ½). If the Home Care Aide chooses to work on one of these holidays, he/she may do so at straight-time pay.

New Year's Day
Memorial Day
Independence Day
Christmas Eve

Section 9.3 SECONDARY HOLIDAYS The following holidays shall be observed but not paid unless worked. Employees shall not be required to work on these days to the extent practical. The pay rate is at straight-time if the employee chooses or is required to work on these holidays.

Martin Luther King Day
Presidents' Day
Easter Sunday
Labor Day
Veteran's Day
Day following Thanksgiving

Section 9.4 OBSERVATION OF HOLIDAYS Holidays will be observed on the actual date of the holiday.

Section 9.5 HOLIDAY SUBSTITUTE A non-probationary employee may trade off any paid holiday for another recognized holiday that is more important to the employee's personal belief system (i.e., Yom Kippur, Easter) by giving the Employer at least one week's advance notice. The holiday hours paid will be prorated to the average number of daily hours worked during the three (3) calendar months preceding the month in which said holiday occurs.

A non-probationary employee may also trade off any unpaid holiday on the primary holiday list for an unpaid holiday more important to the employee's personal belief system by giving the Employer at least one (1) week's advance notice.

Section 9.6 RESCHEDULING OF WORK It is the employee's responsibility to work with their supervisor to attempt to reschedule hours lost because of unpaid holidays during the month in which the holiday occurred. Whenever possible, equivalent hours shall be scheduled during the month to maintain the employee's average monthly hours.

ARTICLE 10

SYSTEMS OR REGULATIONS CHANGES AND TRAINING

Section 10.1 LOSS OF POSITION In cases where positions are abolished because of regulations changes, all possible consideration will be given to transferring employees to comparable jobs. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs if practical. Training shall be made available to present employees to enable them to perform new duties or a higher level of skills required by regulations changes.

Section 10.2 NEW POSITION In the event changes in laws or regulations create new jobs, those jobs will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources where practical.

Section 10.3 TRAINING PROVIDED In the event training programs are required by the Employer for employees to qualify for jobs created as a result of regulations changes, the Employer agrees to provide training at the Employer's expense, for employees who wish to accept employment in the upgraded positions. This Section 10.3 will not be construed to require the Employer to offer training to more employees than the Employer deems appropriate.

Section 10.4 TRAINING COMPENSATION The Employer shall pay its employees for time spent in all training sessions required by the Employer after an employee is hired. All fees and costs associated with Employer required training shall be paid for by the Employer.

Section 10.5 TRAINING PARTNERSHIP 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 Collective Bargaining Agreement with OPEIU, Local 8, and any extension thereof.

The parties agree 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 hourly contribution to the Training Partnership for training and certification and testing fees shall be the hourly training contribution rate 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"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

Section 10.6 MEDICAID-FUNDED HOURS WORKED The Employer shall contribute the Training Partnership Rate to the Partnership for each Medicaid-Funded hour worked. Medicaid-Funded hours 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.

Section 10.7 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 hours 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.

Section 10.8 TRUST AGREEMENT The Employer and the Union hereby agree to be bound by the provisions of the Trust Agreement and Declaration of Trust and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated.

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 pay the same amount per hour for all Private Pay clients.

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 11

HOURS OF WORK

Section 11.1 WORKWEEK/WORKDAY The regular hours of work shall not exceed forty (40) hours in any week. The regular hours of work shall consist of up to eight (8) hours in a day to be completed in nine (9) consecutive hours unless agreed by the employee to do otherwise. Employees shall be allowed to schedule their own hours subject to their supervisor's approval. Supervisors shall attempt to accommodate the expressed scheduling preferences of employees. No employee shall be required to work more than eight (8) hours in one day except in scheduled sleepover or emergencies.

Section 11.2 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 each week. (Workweek is

from 12:01 a.m. Saturday to 12:00 midnight Friday.)

Section 11.3 LUNCH The established lunch 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. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three hours after starting work, nor less than three hours before quitting time.

Section 11.4 BREAKS Daily relief periods of ten (10) minutes shall be allowed for each four (4) hours worked for all employees covered by this Agreement. Relief periods are compensable.

Section 11.5 MINIMUM SCHEDULED TIME No Home Care Aide shall be scheduled for a regular client assignment which is less than one (1) hour, unless a shorter assignment is mutually agreed to by both employee and Employer. No Home Care Aide shall be scheduled or paid for a substitute client assignment, which is less than one (1) hour. There shall be no more than one (1) hour regularly scheduled in between client assignments unless mutually agreed to do otherwise by both parties. If due to loss of a regularly scheduled client, the Aide has a gap of more than one hour in their schedule, direct route mileage and direct travel time shall be paid between the remaining clients. If the gap in schedule remains due to the employee's choice, mileage and travel time will not be paid. If an Aide has prespecified regular days off on their schedule, and is called in to work for an emergency substitution, mileage shall be paid from the employee's residence to the client.

Section 11.6 SCHEDULE PREFERENCE No Home Care Aide shall be required to accept a case assignment which is inconsistent with a Home Care Aide's expressed case preference regarding the number of days of service per week, hours per day, day time versus night time hours (cases starting on or after 6:00 p.m.), temporary assignments and willingness to work on a sleep-in basis unless, on a temporary basis of five (5) calendar days or less, the Employer cannot find an acceptable substitute.

Section 11.7 PREFERENCE FOR ADDITIONAL HOURS When additional hours of work are available current employees from appropriate geographic areas shall be considered for the hours before new employees are hired in accordance with Section 6.1 of this Agreement.

Section 11.7(a) Current employees whose hours have been involuntarily reduced shall be given first preference of hours in accordance with Section 6.4 of this Agreement.

Section 11.7(b) Other employees who desire to increase their current hours shall be given next preference for hours, by seniority, within the appropriate geographic area.

Section 11.7(c) Senior employees from the appropriate geographic area shall be given preference when more than one employee is available and qualified, and where the senior employee's schedule would allow her/him to take all additional hours for a client. A list of employees who request additional hours shall be maintained for each area and updated on a monthly basis. Supervisors shall notify the employee of new clients or new client hours as soon as practical.

Section 11.8 COMPENSATION FOR ALL HOURS WORKED The Employer will comply with applicable state and federal wage and hour laws.

ARTICLE 12

HEALTH, DENTAL AND VISION BENEFITS

Section 12.1 HEALTH BENEFITS TRUST PARTICIPATION For the purposes of offering individual health, dental and vision insurance to members of the bargaining unit, the Employer shall be a participating employer in the SEIU Healthcare Northwest Health Benefits Trust (“Trust”) during the complete life of this Agreement, and any extension thereof. The Employer, the Trust and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

The Employer and the Union hereby agree to be bound by the provisions of the Trust Agreement and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. This Collective Bargaining Agreement controls in the event that there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

SECTION 12.2 ELIGIBILITY Employee eligibility for healthcare benefit coverage, re-enrollment and termination for healthcare benefit coverage shall be governed by the Trust as permitted by existing law.

SECTION 12.3 EMPLOYER CONTRIBUTIONS The hourly contribution rate shall be the hourly contribution rate established by the State of Washington pursuant to the Individual Provider CBA in effect at the time the hours are worked, (hereinafter the “Healthcare Rate”). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the agreement solely for the purpose of renegotiating this section.

The Employer shall contribute the Healthcare Rate to the Trust for each Medicaid-Funded hour worked. Medicaid-Funded Hours 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 hours and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

The Employer shall contribute the Healthcare Rate to the Trust for each Non-Medicaid-Funded Hour worked. Non-Medicaid-Funded Hours 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 hours and training hours. Non-billable hours and those hours the Employer is unable to collect from private pay clients shall also be excluded for contribution purposes.

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 pay the same amount per hour for all Private pay clients.

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

Section 12.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing administrative costs for deduction of home care worker premiums for health care shall be paid by the Employer. The Employee premium share is \$25.00 per month as of July 1, 2015.

Employees shall pay their employee premium co-share and dependent premium charges (if applicable) via payroll deduction if they so authorize in advance. An eligible employee may elect to participate in the offered health plan by completing and returning an enrollment form provided by the Employer. Each eligible employee may purchase, at the group rate established by the Trust, coverage for dependents of the employee who are determined to be eligible for such coverage by the Trust. Employees who elect to purchase coverage for their dependents must authorize the Employer, in a form acceptable to the Employer, to withhold from their paychecks and to remit to the Trust the monthly premiums due for the dependents coverage elected by the employee. If, for any such period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the 15th of the previous month the amount of premium owed by the employee. If payment for dependent health care coverage is insufficient or not received by the Employer by the first working day following the fifteenth (15th) day of that month, the Employer will notify the Trust of non-payment.

Section 12.5 TRUST PLAN ADMINISTRATION As soon as administratively possible the trust shall be solely responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers and disenroll ineligible workers.

Section 12.6 LIABILITY The Employer and the Union mutually agree that neither party has liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or the Union or constitute a breach of this Agreement by the Employer or the Union.

Section 12.7 WAIVING OF MEDICAL BENEFITS Employees may waive their opportunity to participate in the Health Insurance Plan by signing the appropriate waiver form.

Section 12.8 COBRA The ability to continue Health Insurance coverage continues pursuant to applicable COBRA regulations.

Section 12.9 INDUSTRIAL INSURANCE All employees shall be covered under the Washington State Industrial Insurance Act.

Section 12.10 CAREGIVER EMERGENCY SUPPORT FUND Each year the Employer shall match up to \$500 contributed by employees to a fund to be used for financial assistance for Home Care Aides. The Labor Management Committee will review how the fund is

implemented and from time to time may decide on changes to the criteria for approving grants, size and frequency of grants and shall direct the Employer in these guidelines. At least two Shop Stewards and the Home Care manager shall vote to approve or disapprove all grants under this section.

Section 12.11 FUND CONTRIBUTION Contributions to the Caregiver Emergency Support Fund can be made by payroll deduction in accordance with Section 13.4 Other Payroll Deductions. Contributions can also be made by check or cash.

Section 12.12 FUTURE NEGOTIATIONS If the State changes the reimbursement rate for health insurance, the Employer and the Union agree to open the Collective Bargaining Agreement to bargain over this issue only.

ARTICLE 13

ITEMIZED DEDUCTIONS AND METHOD OF PAYMENT OF WAGES

Section 13.1 PAYDAY All wages and mileage shall be paid on the seventh (7th) of the month, or the closest working day, by check, with an itemized statement of payroll deductions and a statement of the hourly rate of pay and hours worked. Checks will be available beginning at 10:00 a.m. on payday.

Section 13.2 MAILED PAYCHECKS If paychecks are mailed they should be mailed on 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.

Section 13.3 REPLACEMENT CHECK In the event that a regular paycheck was not issued due to the fault of the Employer, within one (1) day from receipt of evidence establishing such fault from the Union, the Employer shall issue a replacement check.

Section 13.4 OTHER PAYROLL DEDUCTIONS Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

Section 13.5 EMERGENCY DRAWS Emergency payroll draws may be requested by employees. Such draws must be approved by the Division Director and are limited to twice per year per employee. The nature of the emergency must be documented by the employee in a written request and submitted with copies of the employee's current time sheet. Draws will be issued for up to seventy-five percent (75%) of the employee's earned wages up to the date of the request. Checks will be issued within three (3) working days of the request.

Section 13.6 OTHER EMPLOYEE BENEFITS Employees will be eligible for membership in credit union that the Employer is affiliated with. Also, employees can arrange for monthly payroll deductions to become a member of designated athletic clubs.

ARTICLE 14

SALARY AND OTHER COMPENSATION

Section 14.1 The wage rate for each bargaining unit employee shall be as set forth in Appendix "A". The wage rates listed in this Labor Agreement will be the guaranteed minimum rates of pay for each classification.

Section 14.2 SPECIAL DUTY PAY Employees will be paid a premium of \$1.00 per hour in addition to their regular rate of pay when required to provide services in situations that meet the program's definition of extremely difficult or excessively dirty. Approval of Special Duty Pay may only be granted by the Division Director based on the recommendation of the supervisor and any additional investigation of the situation she/he deems necessary. Employees who retain wages higher than those designated in this Agreement will not receive special duty pay in excess of \$1.00 plus the step listed on Appendix A consistent with that employee's seniority. (Special Duty Pay Policies and Procedures are attached to this Collective Bargaining Agreement and by this reference incorporated herein.)

Section 14.3 CLIENT NOT HOME An employee who arrives at a client's home at the regularly scheduled work time and finds the client absent shall be paid for a minimum of one (1) hour work time plus travel time (where otherwise applicable), when the employee attempts to locate the client, notifies their supervisor of the situation immediately, and waits thirty (30) minutes from the scheduled service time to see if the client has been detained. If the employee must leave the client's premise to contact their supervisor, they must return to the home to determine if the client has returned. If the time of the employee's return is thirty (30) minutes beyond the scheduled service time, they must check to see if the client has returned, and if not, they may leave.

Section 14.4 Should a new job classification be established by the Employer, the wage rate for such position shall be established by the Employer so that, in the Employer's opinion, it is in fair relationship to other bargaining unit positions at the Employer. The Employer shall provide the Union as much advance notice as is practical, up to thirty (30) days, prior to the planned implementation. If the Union contends that the wage rate for such new position has not been set in fair relationship to other bargaining unit positions, the Union may file a grievance under the terms of the grievance procedure set forth in this Collective Bargaining Agreement.

Section 14.5 OPEN NEGOTIATIONS FOR CHANGES IN FUNDING Either party reserves the right to open negotiations on wages/benefits if the Employer's revenue or funding changes due to a modification in the vendor rate or a significant change in the number of hours served. In the event the Employer requests an opener due to a decrease in revenue, the Employer shall give full and timely disclosure of relevant financial statements and records as proof of the need. The party desiring to so open negotiations must notify the other of its desire to do so in writing. The parties agree to meet and negotiate this issue within fifteen (15) calendar days of receipt of such written notice.

Section 14.6 DIVERSIONS The bargaining unit as a whole shall have the right to divert moneys generated from any agreed upon wage increase to existing fringe benefits as long as,

1) this does not result in increased costs to the Employer, 2) the mutual agreement of the Union and the Employer has been obtained, and 3) there is no conflict with state or federal regulatory guidelines.

Section 14.7 BUS FARE REIMBURSEMENT All employees who use public buses between clients shall be reimbursed for bus passes; provided that, the employee submits a monthly reimbursement form, supplied by the Employer. The Employer will not reimburse the employee for cash used to ride the bus.

Section 14.8 MILEAGE REIMBURSEMENT Employees who use their vehicle to travel between clients or to provide direct service to clients shall be reimbursed at the lesser of fifty-two cents (\$0.52) per mile or the IRS mileage rate. Employer will notify Union of any changes in the mileage rate and its effective date. At no time shall the employees receive more than \$0.08 less than the IRS rate.

Section 14.9 INSURANCE Employees who travel for the Employer are required to have a Washington State Driver's License and personal auto insurance that meets the minimums required by the State of Washington for automobile insurance. Employees will not be allowed to drive while on Employer's business if they do not maintain appropriate documentation of current driver's license and insurance with the Employer. The Employer will maintain a policy of non-owned auto insurance, which provides protection for the Employer only for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

Section 14.10 SHIFT DIFFERENTIAL Employees who work for clients on weekends upon the request of the Employer on a substitute basis shall receive a shift differential of \$0.25 per hour for hours worked between 12:01 a.m. on Saturday and 12:01 a.m. on Monday.

Section 14.11 WEEKEND SHIFTS/SIGN UP Home Care Aides shall be required to be available to work regular weekend shifts (12:01 am Saturday until 12:01 am Monday) two (2) weekends per calendar quarter.

Any Home Care Aide not regularly scheduled to be available to work on any given weekend day who agrees to work as an emergency substitute upon the request of the employer shall be paid the twenty-five cents (\$0.25) per hour shift differential.

The Employer will make every effort to schedule these shifts prior to Friday at 5:00 pm. Employees who have worked six (6) consecutive days shall not be required to work a seventh (7th) consecutive day.

Any Home Care Aide who works on an emergency basis as a substitute who was not signed up to be available for that weekend, may remove their name from one of the two weekends they signed up for.

ARTICLE 15

PENSION

The Employer agrees to allow employees covered under this Agreement to participate at the employees' expense 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.

Effective July 1, 2015 the Employer shall make a contribution of twenty-three cents (\$0.23) per hour for all compensable hours to the OPEIU Local 8 Supplemental Retirement 401K Plan.

Only employees actively on the payroll on the date of ratification of the 2015-2018 Collective Bargaining Agreement will receive the 401K Plan contribution retroactive to July 1, 2015.

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 16

NON-DISCRIMINATION

Section 16.1 NON-DISCRIMINATION 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 and mental or physical handicap or weight.

Section 16.2 UNION ACTIVITY The Employer agrees not to discriminate against an employee because of legal activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 16.3 EQUALITY 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 17

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 or decrees, such decision shall apply only to the specific Section specified in the court's decision, government regulation or decree. Upon issuance of such decision, regulation or decree, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 18

HEALTH AND SAFETY

Section 18.1 HEALTH AND SAFETY The Employer retains responsibility for work place health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest practical standards of work place sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations. An employee shall not be required to accept or continue with any case assignment, which would endanger his/her health and safety. The Employer shall provide employees with required safety equipment such as latex gloves, gowns, protective shoe coverings, etc., as the situation requires. A mask shall be provided by the Employer when requested by an employee. The Employer shall provide transfer belts and appropriate training where deemed necessary by the Employer. The Employer, to the extent permitted by law or regulations, shall notify Home Care Aides of client dietary and health care needs to the extent such information is known by the Employer and to the extent the Home Care Aide has a need to know such information. The Employer shall advise the Home Care Aide of proper precautions to be taken in such circumstances when necessary.

Section 18.2 NOTIFICATION OF INFECTIOUS DISEASES The Employer, to the extent permitted by law or regulations, shall notify Home Care Aides of the existence of all chronic infectious diseases and shall advise them of proper precautions to be taken. The Employer shall also notify all Home Care Aides who may have been exposed to the disease. Costs of testing or treatment will be provided by and pursuant to workers' compensation insurance through the Washington State Industrial Insurance Act. The Employer shall pay up to \$100 per calendar year per employee for any costs incurred by the employee associated with getting tested or treated due to exposure to an infectious disease that is not covered by Industrial Insurance or any applicable employee medical insurance.

Section 18.3 SAFETY COMMITTEE A Safety Committee shall be established consisting of at least two (2) Employer and two (2) employee representatives (employee representatives to be elected by Union employees) who shall meet at least quarterly to review safety issues and recommend improvements, promote good safety practices and conduct accident investigations.

Section 18.4 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 work place. This may include reaction to smoke, alcohol or animals on the premises. Said employee will be given the option of taking the next appropriate client with available hours comparable to those lost pursuant to this Section 18.4.

Section 18.5 REPORTING ACCIDENTS Employees who are involved in an accident or receive any injury whatsoever during the course of their duties must report the incident to the supervisor or Human Resource Director, no later than the end of their shift unless physically unable to do so.

ARTICLE 19

GRIEVANCE PROCEDURE AND ARBITRATION

Section 19.1 DEFINITION A grievance is defined as an alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant or Union representative in accordance with the following procedures.

Section 19.2 TIME LIMITS Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant or Union does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of this procedure. Grievances not raised in accordance with the following procedure and time limits will be waived and will not be considered.

Section 19.3 PROCEDURE Except as specifically stated herein, this procedure shall serve as the sole mechanism for adjudication of disputes which may arise out of any violation of this Agreement alleged by the Union. Any suspension or discharge grievance shall automatically go to Step 2 of this procedure. The Union or the Employer may initiate grievances by complying with Step 2 of this grievance procedure. At any step of this procedure, the Union representative shall have the right to be present.

Step 1 Immediate Supervisor

All complaints and disputes concerning the interpretation and/or application of this Agreement shall be presented in writing by the grievant or shop steward to the grievant's immediate supervisor within ten (10) working days (Monday through Friday) of the grievant's knowledge, or when the grievant should have known, that a grievance exists. The written grievance shall specify the provision of this Agreement allegedly violated, the date of such violation, and the remedy sought by the grievant. The immediate supervisor shall be given ten (10) working days (Monday through Friday) to resolve or respond to the grievance. A copy of all grievances will be sent to the Human Resources Director.

Step 2 Next Level of Supervision

If the grievance is not resolved to the employee's satisfaction at Step 1, the employee (and the shop steward or Union Business Representative, if requested by the employee) shall present the grievance to the Division Director (or designated representative) within ten (10) working days (Monday through Friday) of the immediate supervisor's decision.

The designated representative shall reply in writing within ten (10) working days (Monday through Friday) following receipt of the grievance.

Step 3 Administration

If the grievance is not resolved in Step 2 above, the grievant shall present the written grievance to the Executive Director or designee within ten (10) working days (Monday through Friday) from the Step 2 decision. The Executive Director or designee shall meet with a Union representative upon request and shall submit a written reply to the grievant, with copy to the Union representative, within ten (10) working days (Monday through Friday) following the Executive Director's receipt of grievance.

Step 4 Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within seven (7) calendar days following receipt of the written response from the Executive Director (or designated representative). If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking names from panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. 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 provisions of this Agreement as they may apply to the specific facts and the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

Section 19.4 COMPLIANCE The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all relevant circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence, which the arbitrator deems relevant to the current grievance.

Section 19.5 NO-STRIKE NO-LOCKOUT It is the intention of the parties to settle disputes by the grievance/arbitration procedure provided herein. Therefore, during the term of this Agreement, the Employer will not lock out its employees, and neither the employees nor their Union's agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any strike, including a sympathy strike, picketing, walkout, slowdown or other interference with the operations of the Employer.

ARTICLE 20

LABOR/MANAGEMENT COMMITTEE

The Union and the Employer will develop a joint Labor/Management Committee that meets to discuss and review workplace issues that occur during the course of the contract term. This Committee shall not substitute for or become a bargaining committee. All efforts will be made to

schedule meetings so as to avoid time loss by employees.

The Employer and the Union may explore through the Labor Management Committee methods of coaching and counseling to assist generally in a client/employee resolution process to help ensure successful service delivery.

ARTICLE 21

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2015 until June 30, 2018 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 the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this agreement, any other provision to the contrary notwithstanding.

EXECUTED this _____ day of November 2015.

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

OLYMPIC COMMUNITY ACTION PROGRAMS

By Benita Hyder
Benita Hyder
Union Representative

By Dale Wilson
Dale Wilson
Executive Director

By Suzanne Mode
Suzanne Mode
Business Manager


By Sheila Rand
Sheila Rand
Home Care Supervisor

By Sherry Merryman
Sherry Merryman
Bargaining Committee

By Pat Hutto
Pat Hutto
Bargaining Committee

COLLECTIVE BARGAINING AGREEMENT
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By 
Teri Leavitt
Bargaining Committee

By 
Tammy Altemose
Bargaining Committee

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APPENDIX “A”

WAGE RATES

Effective July 1, 2015 employees will receive wages as outlined in the wage schedule listed below. Only employees actively on the payroll on the date of ratification of the 2015-2018 Collective Bargaining Agreement will receive the wage increase retroactive to July 1, 2015.

Years of Employment	Effective July 1, 2015	Effective Jan. 1, 2016	Effective July 1, 2016	Effective Jan. 1, 2017
0 – 12 months	11.80	12.10	12.70	12.94
1 Year	12.15	12.45	13.05	13.29
2 Years	12.25	12.55	13.15	13.39
3 Years	12.35	12.65	13.25	13.49
4 Years	12.45	12.75	13.35	13.59
5 Years	12.55	12.85	13.45	13.69
6 Years	12.65	12.95	13.55	13.79
7 Years	12.75	13.05	13.65	13.89
8 Years	12.85	13.15	13.75	13.99
9 Years	12.95	13.25	13.85	14.09
10 Years	13.05	13.35	13.95	14.19
11 Years	13.40	13.70	14.30	14.54
12 Years	13.60	13.90	14.50	14.74
13 + Years	13.80	14.10	14.70	14.94

A \$1.00 per hour premium shall be paid for work performed as a Mentor Aide. This \$1.00 premium shall be above the individual employee’s current hourly wage, depending on their years of service.

APPENDIX “B”

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.

APPENDIX “C”

SPECIAL DUTY PAY

POLICIES AND PROCEDURES

Special Duty Pay will be granted when an employee must work in an extremely difficult or excessively dirty situation. The cause of this situation may be the client or the environment. In order to qualify for special duty pay the situation must be constant and ongoing, extreme and excessive and must meet one or more of the criteria listed below.

Special Duty Pay may be granted for all or a portion of a client’s hours depending on the circumstances. Special Duty Pay for a specific client does not remain constant, in other words, once granted it is not always applied to that client. If the situation changes, worsens or improves, special duty pay may be granted, denied or revoked.

Aides receiving Special Duty Pay will develop with their supervisors a plan to approach, improve and/or resolve any extremely difficult or dirty situation. Aides will be required to document daily on an agency developed form the specific behaviors or problems that determine the difficult or dirty situation. Additionally, if the Special Duty Pay only applies to a portion of the client’s service hours, the Aide needs to indicate on the report the amount of time spent on the Special Duty activity. This documentation will be submitted to the supervisor monthly with time sheets or more often at the supervisor’s discretion. Special Duty Pay will not be paid unless the required reporting is submitted with time sheets. Supervisors will reassess appropriateness of Special Duty Pay based on the reports from Aides and on additional Home Visits made at least every ninety (90) days.

In order to receive Special Duty Pay for a particular client, the client’s behavior or environment must meet one or more of the following criteria.

EXTREMELY DIFFICULT

Receptive/Expressive Aphasia

Inability to understand what is being said and/or difficulty in expressing thoughts or needs.

Wandering

Uncontrolled wandering, moving about aimlessly, wandering without purpose or regard to safety, disoriented while wandering, difficult to return to safe environment.

Verbally Abusive Behavior

Regularly threatens or berates others, yells, uses foul language, etc.

Inappropriate Behavior

Excessive demands for attention, taking another’s possessions, disrobing in front of others, inappropriate sexual behavior, inappropriate toileting behavior.

Assaultive Behavior

Assaultive or combative to others (throws objects, strikes or punches, etc.)

Danger to Self

Self-neglect, suicidal attempts, self-mutilation.

Incontinence

Only when compounded by other inappropriate behavior.

EXCESSIVELY DIRTY

- Infestation of insects or vermin if the situation cannot be controlled.
- Presence of excessive human or animal feces.
- Extreme filth.

Requests for Special Duty Pay must be submitted in writing to the Division Director by the supervisor. The reason for the Special Duty Pay must be clearly documented. The supervisor will use the established Request for Special Duty Pay form as an assessment tool to determine if Special Duty Pay is warranted. The Division Director will review the written request and, if necessary, visit the client to further assess the situation. Approval of Special Duty Pay is the sole jurisdiction of the Division Director. Her/his determination of the merit of the request and subsequent approval or disapproval will be provided to the supervisor in writing within ten (10) working days of the request.

Once Special Duty Pay is in place, it will apply to all Aides entering the client's home who have to deal with the circumstances or situations warranting Special Duty Pay. Supervisors will notify Aides being assigned as substitutes or on a regular basis of Special Duty Pay and reporting requirements, if the situation is applicable to that employee.

All Special Duty information and reports will be maintained in the client file. All employees shall treat information regarding Special Duty Pay as confidential.

APPENDIX “D”

The parties mutually agree to the following:

Olympic Community Action Programs (hereinafter referred to as “Employer”) shall have the right, but not the obligation, to establish, maintain, alter, expand, reduce and abolish a position to be known as “Regional Lead.” The Employer shall have absolute and sole discretion to determine how many, if any, Regional Leads it employs at any given point in time. If the Employer eliminates Regional Lead positions, the Regional Lead employees will be provided with two weeks advance notice where possible.

A three dollar (\$3.00) per hour premium on all hours paid shall be paid to employees who are regularly assigned this lead position during the duration of their lead appointment as long as the employee works at least forty (40) hours per calendar month as a Regional Lead. This three dollar (\$3.00) premium shall be above the individual employee’s current hourly wage, depending on their years of service. Employees cannot earn both Regional Lead premium and Mentor Aide premium simultaneously. Regional Leads and Mentor Aides will also serve in an on call capacity as directed. The parties agree that on-call time as a Regional Lead or a Mentor Aide is not work time and is, therefore, not compensable. While on-call, Regional Leads and Mentor Aides will keep track of and be compensated for time they spend responding to calls from Home Care Aides or their supervisor.

This Letter of Agreement is subject to the duration provisions in Article 21, Termination and Renewal, of the current collective bargaining agreement. A Regional Lead as described in this agreement shall in all ways be a part of the bargaining unit as described in Section 1.1 of the current collective bargaining agreement and shall receive all benefits provided by such agreement.

Regional Lead duties include, but are not limited to, the following, in coordination with the Home Care Supervisor:

1. Manage Home Care Aides to ensure quality and good client relationships
2. Assure Aides are oriented, trained and supported
3. Recruit and orient all new Aides
4. Manage staffing levels
5. Ensure Home Care Aides task/time sheets, mileages sheets are accurate and entered into database (HCCS system) and submitted to fiscal department within deadline
6. Perform authorized tasks
7. Comply with individual service plans within hours authorized
8. Keep in contact with supervisor
9. Consistently utilize automated time system (Santrax)
10. Ensure Aides are assigned to clients in a timely manner
11. Ensure reports and required paperwork is maintained and current
12. Attend and assist in coordinating Aide training sessions
13. Maintain files necessary to document performance
14. Manage geographic areas to insure compliance with all licensing requirements
15. Assess client needs and assist in providing integrated services where appropriate

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16. Notify Supervisor regarding concerns in Home Care Aide performance and assist in investigations as directed
17. Serve in an on call capacity as directed, (not to exceed one week out of four except in unusual circumstances).
18. Perform other tasks as directed

Regional Leads are assigned by management, and are able to explain or perform all duties and responsibilities of the employees they lead.

Regional Lead is not a position or a job classification; it is the assignment of additional administrative duties to a Home Care Aide. Regional Leads will continue to perform duties as Home Care Aides as appropriate.

Regional Leads will be selected on the basis of the Employer's determination of an employee's ability to perform the lead tasks assigned and not on the basis of seniority. Experience with the Employer's systems, communication skills, technical expertise and work history should be considered in making a lead assignment. Lead assignments should be based on business need and should not be viewed as a reward for performance.

Notice of a Regional Lead vacancy will normally be posted on bulletin boards of the Employer for a period of 5 days in addition to notice being provided to the Union Shop Stewards, for consideration by all bargaining unit employees.

The decision to initiate or terminate a lead assignment should be discussed privately with the affected employee prior to a public announcement.

In addition to performing all the duties required by the job description appropriate to their job, Regional Leads are routinely required to serve as a resource person or problem solver for other employees performing similar functions and to assist in the preparation of appropriate protocols and instructions.

Regional Leads are working leads. Regional Leads will continue to perform the work of their job classification and should be able to assist their co-workers in times of increased workload or temporarily reduced staffing.

Regional Leads monitor the workflow, prioritize and direct activities of other employees, assisting with scheduling, including same day scheduling and coverage, and task assignment. This may include quality reviews of department work or individual audits of employee work product for accuracy and compliance with established policies and procedures.

Regional Leads are not authorized to grant or deny vacation or other leaves that are three days or more in duration but may transmit employee requests and resulting staffing needs to the supervisor.

Regional Leads report observed behavior of employees they lead whether favorable or unfavorable, and provide objective performance data to supervisors when requested. The parties agree that Regional Leads will not be subject to discrimination or retaliation for fulfilling these duties by the Employer, the Union or the Lead's co-workers.

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Regional Leads may work with an individual employee to monitor or enhance performance related to a Performance Improvement Plan, but may not initiate such a Plan.

Regional Leads may be involved in special reports or projects such as summarizing statistics related to work product or monthly reports related to Agency functions.

When Regional Leads are assigned to special reports or projects, information should be shared with the staff regarding the time constraints or limitations on the availability of the Lead.

Regional Leads may attend management planning meeting as the supervisor feels appropriate, but it should be made clear to the staff that the Lead is not a member of the management team.

Regional Leads may be involved in promotional activities to help in marketing home care services in their communities.

Regional Leads may supervise job functions and task assignments but will not have authority regarding hiring, firing, promotion, demotion, discipline or discharge either directly or through recommendation. Regional Leads will, however, provide information as requested to support good management decision making in these areas as appropriate.

Regional Leads should inform employees of standards of performance or attendance and where the employee stands in relation to those standards, but should not engage in disciplinary counseling of employees.

Regional Leads may perform purely clerical functions related to payroll preparation, but do not have authority to approve, deny or alter employee pay codes.

Regional Leads should advise their supervisor of any concerns they may have regarding the accuracy of employee time reports, and the basis for those concerns, but any corrective or remedial action should be taken by the supervisor.

The supervisor should clearly communicate to staff the Lead's areas and level of authority and accountability.

Regional Leads may identify interpersonal conflicts in the work unit and may work with the supervisor to implement solutions, but should not independently work to resolve co-worker conflict.

The Employer will pay the required payment to the SEIU Multi-Employer Taft Hartley Trust for Regional Lead employees who work the minimum required hours and who otherwise qualify for coverage under the terms of the Trust.

The implementation of the duties of the Regional Lead shall be an agenda item at Labor-Management meetings.