

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**KAISER FOUNDATION HEALTH PLAN OF WASHINGTON,
INC. (KFHPWA) and
SEIU Healthcare 1199NW**

Kaiser Permanente
Physical and Occupational Therapists
2019 - 2023



SEIUHealthcare®
United for Quality Care

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KAISER FOUNDATION HEALTH PLAN OF WASHINGTON, INC. (KFHPWA)

And

SEIU HEALTHCARE 1199NW

PHYSICAL AND OCCUPATIONAL THERAPISTS

October 19, 2019 – October 31, 2023

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October 19, 2019 – October 31, 2023

This Agreement is made and entered into by and between (KFHPWA), hereinafter referred to as the "Employer," and SEIU Healthcare 1199NW, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages and salaries, hours of work and conditions of employment with the objective of improving the practice of physical and occupational therapy through the promotion of equitable employment standards.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all Occupational and Physical Therapists employed by the Employer as Physical Therapists and Occupational Therapists at all of the Employer's locations excluding all other employees, guards and supervisors as defined in Section 2(11) of the National Labor Relations Act.

1.2 New Classifications. New job classifications established during the term of this Agreement shall be covered by this Agreement unless they are administrative/management or supervisory positions.

1.3 Supervisor Defined. The term "supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE 2 - UNION MEMBERSHIP- AUTHORIZED DEDUCTIONS

2.1 Union Membership. All employees in the bargaining unit shall become and remain members of the Union. Newly hired full-time, part-time and temporary employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire. The Employer shall make newly hired employees aware of this requirement at the time of hire. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the Employer from the Union, unless the employee fulfills

the membership obligation set forth in this Agreement. Newly hired employees shall not be required to pay the Union's initiation fee until after ninety (90) days of employment.

2.2 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union, to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

2.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct an amount equal to the Union's uniform monthly dues or agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union and authorized by the employee. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer.

Upon electronic transfer of funds 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 and other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.4 Employee Rosters. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, classification, employee ID number, date of hire, hourly rate of pay, and regular hours worked and gross earnings for each employee. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during the month. The Employer will semi-annually supply a list of current addresses of all employees covered by this Agreement.

2.5 Voluntary Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the PAC Fund. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

In consideration for the Employer's agreement regarding voluntary PAC Fund deductions, the Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The parties recognize that the Union is obligated under the Federal Election Campaign Act ("FECA") to reimburse (KFHPWA) for its reasonable cost of administering the PAC check-off in the parties' collective bargaining agreement. The Employer and the Union agree that one quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover

(KFHPWA) costs of administering this check-off. Accordingly, the parties agree that (KFHPWA) will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the PAC check off provision in the parties' collective bargaining agreement to reimburse (KFHPWA) for its reasonable costs of administering the check-off.

ARTICLE 3- UNION REPRESENTATIVES

3.1 Union Access. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding direct patient care areas, for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. The Union's representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department or areas agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

3.2 Facility Use. The Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to Labor Relations and space is available.

3.3 Union Delegates. A list of Union Delegates from the bargaining unit, elected in accordance with District and National Union by-laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Steps 1, 2 and 3 of the grievance procedure and Article 6.3 as provided in this Agreement. The parties acknowledge the general proposition that Union business performed by the Union Delegates, including the investigation of grievances, will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union Delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirement of patient care.

3.4 Bulletin Boards. Bulletin boards in prominent locations in each work area shall be designated for the Union's use. Posting of union related matters will be limited to the designated bulletin boards.

3.5 Contract Distribution. The Employer shall make available a copy of this Agreement to all newly hired employees.

3.6 New Employee Orientation. During the Employer's new hire orientation program, KFHPWA will make a conference room available for up to one-half (1/2) hour for any KFHPWA union to meet with new employees in their bargaining unit. Employee attendance at new employee orientation will be on paid time for the new employee.

Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Union will provide copies of the Agreement, membership applications and payroll deduction cards to the Employer.

3.7 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations. Employees will work with their managers to arrange this time off. Unpaid release time to participate in this activity will accrue benefits.

3.8 Employee Participation in Union Activities. Subject to appropriate advance notice and scheduling/staffing requirements, Union officers, delegates and members of contract committees may use eight (8) hours per calendar year of their continuing education leave/time to attend union-sponsored training in leadership representation and dispute resolution. The Union must provide written notification to the Employer's Human Resources Division yearly of the names of union officers, delegates and members of the contract committees in order for those individuals to be eligible to access their continuing education leave/time under this provision.

An unpaid leave of absence to attend union Executive Board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions may be approved subject to patient care needs/consumer service requirements. Unpaid release time to participate in these activities will accrue benefits.

Subject to patient care and staffing needs, an employee may be granted an unpaid leave of absence for up to twelve (12) weeks to assume a position with the Union and the employee shall be entitled to return to their former position. On a leave of absence exceeding twelve (12) weeks, the employee would be entitled to the first available position for which the employee is qualified in order of seniority relative to other employees with return to work rights. The leave of absence may not exceed twelve (12) months.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the health care cooperative including but not limited to the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote, demote and transfer employees; to discipline or discharge employees for just cause; to lay off employees for lack of work or other legitimate reasons; to recall employees; to require reasonable overtime work of employees; to promulgate work rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 5 – DEFINITIONS

5.1 Probationary Employee. A regular employee shall be considered a probationary employee during the first six (6) calendar months of employment as a regular employee. During this probationary period, employees may be discharged without recourse to the

grievance procedure. All benefits provided herein will accrue during the probationary period.

5.2 Regular Full-Time Employee. For benefit purposes, a regular fulltime employee is one who in the performance of assigned duties normally works a regular continuing schedule of forty (40) hours per week and who has successfully completed the required probationary period.

5.3 Regular Part-time Employee. A regular part time employee who is regularly scheduled on a regular basis to work less than forty (40) hours per week and who has successfully completed the required probationary period. All regular part-time employees shall receive salary increments. Unless otherwise provided for herein, a part-time employee shall be compensated in the same manner as a full-time employee except that wages and benefits shall be prorated.

5.4 Temporary Employees. An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or authorized leave of absence. Temporary employees hired during the term of this Agreement shall be compensated at the salary step consistent with the hire-in rates set forth in Article 8.2. Temporary employees shall receive a fifteen percent (15%) premium in lieu of all fringe benefits. Regular employees reclassified to temporary status shall retain their prior increment level for pay purposes plus fifteen percent (15%) premium in lieu of all fringe benefits. The fifteen percent (15%) premium shall be determined by computing fifteen percent (15%) of the employee's rate of pay. Temporary employees will not be regularly utilized to fill regular positions. Temporary employees may be discharged without notice and without recourse to the grievance procedure for terminations.

Length of service shall be a primary consideration when temporary employees apply for regular positions, providing skill, competence and ability are substantially equal to that of other applicants.

5.5 Fringe Benefits. For purposes of this Agreement, "fringe benefits" are defined as paid time off, holidays, insurance coverage (medical, dental, life, etc.) education, professional, and bereavement leave.

5.6 Lead. One who is assigned lead responsibilities as defined by management but does not have supervisory authority as defined by the Labor Management Relations Act.

5.7 Preceptor. A preceptor is an experienced employee proficient in clinical teaching and communication skills who has completed the designated preceptor in-service program and is assigned by the Employer the responsibility for planning, organizing, and evaluating the orientation of newly hired employees, newly transferred employees and resident employees. Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a specific orientation period. Newly transferred experienced employees may not be required to be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department or facility as determined by PT/OT management. When a student is assigned to an employee with the responsibilities of a preceptor as above, then preceptor pay will be provided. It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation

process. This would include providing informational assistance, support and guidance to new employees, floats, registry and ancillary personnel. Preceptor premium is one dollar (\$1.00) per hour.

5.8 Seniority Defined. Seniority shall mean an employee's continuous length of service as an OT/PT with the Employer from most recent date of regular hire. Seniority benefits shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of regular hire.

5.9 Seniority Tie-Breaker. In the event two (2) or more seniority dates are tied, the relative order of priority will be determined by the date an employee's application or transfer form was received for the position on which the employee's seniority is based. The employee with the earliest date of receipt on the application/transfer form will have first priority within the group. In the event one (1) or more employees do not have a date stamped application/transfer form, the last four (4) digits of the employees' social security number will be added up with the highest number receiving first priority and so on.

5.10 Termination. Seniority shall terminate upon cessation of the Employer-employee relationship; for example, discharge, resignation, retirement, refusal to accept recall to a regular comparable job opening offered by the Employer, after twenty-four (24) consecutive months of layoff, or failure to comply with specified recall procedures.

5.11 Change to Temporary Status. Regular employees changing to temporary status and returning to regular status within twelve (12) months shall not lose previously accrued seniority or their prior Paid Time Off accrual rate. Time spent during temporary status shall not count toward the accrual of benefits or seniority. This same right to retain seniority shall apply to regular employees transferring to a position outside of the bargaining unit and returning to regular status within the bargaining unit within twelve (12) months. Seniority dates will be bridged in these situations.

5.12 Work Unit. The term work unit means the clinic, or clinical grouping when employees work more than one site. For Home Health, work unit shall be the employee's branch office.

ARTICLE 6 - EMPLOYMENT PRACTICES AND PERSONNEL POLICIES

6.1 Non-discrimination. The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation or the presence of physical or mental handicaps not pertinent to performance. Nor shall either party discriminate against any employee due to any reason covered by applicable federal, state or local law. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

6.2 Job Postings. When a vacancy occurs, notice of such vacancy shall be posted on-line at www.kaiserpermanentejobs.org for a minimum of seventy-two (72) hours, excluding holidays and weekends. Qualified regular employees on the unit will be considered for hire prior to all others. Seniority will be the determining factor when competence, skill and ability are equal.

6.2.1 Disciplinary notices that are older than the following time periods shall not be considered when evaluating and selecting applicants for lateral transfers and/or promotions.

Verbal warning – six (6) months

Written Warning – twelve (12) months

Final written warning – eighteen (18) months

6.3 Discipline/Discharge for Just Cause. Discipline/Discharge shall be for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge within three (3) working days thereafter. Upon request by the employee, a copy of the notice will be sent to the Union. Every reasonable attempt will be made to counsel employees prior to discharge for cause.

While the provisions of this Article do not apply to temporary employees, in recognition of KFHPWA's desire to deal fairly with all employees, any temporary employee who is not performing satisfactorily will be notified by the immediate supervisor and may request a meeting with the immediate supervisor for purposes of discussing the employee's performance or other concerns affecting continued employment. A union delegate may be present if requested by the employee.

The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands and suspensions. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action taken. Upon request by the employee, a copy of the written warning will be sent to the Union. The Employee shall have the right to request the attendance of a Union Representative during any investigatory meeting, which may lead to discipline.

6.4 Notice of Termination. Regular employees who have completed the required probationary period shall receive fourteen (14) days' notice of termination or pay in lieu thereof (prorated for part-time employees) including any accrued Paid Time Off pay, except in cases of discharge for just cause.

6.5 Notice of Resignation. Regular employees shall be required to give at least fourteen (14) days' written notice of resignation except that at least three (3) weeks' notice in writing shall be required of employees working alternative periods such as every other week or every other weekend. Failure to give such notice shall result in loss of accrued fringe benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.

6.6 Personnel Records. Written personnel action forms in duplicate shall be used to specify conditions of hiring, termination changes in employee status, pay or shift, or leave of absence. Reasons for termination, change in status, pay or shift shall be noted on the form. The employee shall be given one copy of this form. Employees may review their personnel file upon request to the Human Resources Service Center. Employees may provide a written response to any material contained in their personnel file.

6.7 Performance Appraisals. The Employer shall maintain an annual performance appraisal system. Written performance appraisals of each employee will be conducted during the probationary period and at least annually thereafter. Employees shall be required to sign written performance appraisals signifying awareness of the appraisal

6.8 Pay Days. The Employer will pay employees every other Friday. Payroll deposit information will be available on Thursday for employees not scheduled to work Friday. Employees are required to sign up for electronic deposit of pay.

6.8.1 Payroll Error. Current guidelines provide for the payroll department to process individualized manual paychecks for requests of more than eight (8) hours of pay, if the request is received by payroll by the Tuesday after pay day. If the amount of the error represents less than eight (8) hours of pay and/or the payroll department does not receive the request until after Tuesday following payday, the adjustment will be processed the next pay cycle.

6.9 In-service and Orientation. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. The procedures and content for such programs shall be appropriate subjects for discussion by the labor management committee(s).

6.10 Personnel Policies. All Employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with the letter or intent of this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

6.11 Transfer. OTs and PTs may transfer within KFHPWA without loss of accrued benefit provided for in this Agreement. When skill, competency and ability are considered substantially equal in the judgment of the Employer, seniority shall be a controlling consideration in the transfer and promotion to other positions within the bargaining unit.

A "transfer" shall be defined as an employee-initiated change in employment status, location or shift. 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. This six (6) month ineligibility shall not apply when the employee remains in the same job classification in the same accounting unit but makes changes to their FTE or schedule.

If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when the transfer will be expected to occur.

6.12 Subcontracting. At the time of ratification of this Agreement, it is understood that KFHPWA has no plan to subcontract any bargaining unit work.

At least one hundred and eighty (180) days prior to reaching a final determination to

subcontract, sell or transfer services that would result in the loss of regular hours of work currently performed by bargaining unit employees, KFHPWA agrees to:

- 1) Provide the Union with documentation of the need, financial impact, affected work and employees and other factors.
- 2) Using Interest Based Bargaining principles and methods, meet with the Union to discuss and consider the feasibility of creating and/or implementing alternatives to the subcontracting that would satisfy consumer needs, avoid negative impact on bargaining unit employees and meet KFHPWA's primary business objectives.

This agreement to meet for purposes of further review and consideration of alternatives is not intended to create a duty to bargain that would otherwise not be required nor to waive a duty to bargain that would otherwise exist. Such discussions about the decision will be concluded within ninety (90) calendar days from the date KFHPWA provided the Union with the initial one hundred and eighty (180) day notice.

In the event KFHPWA decides to contract out a service which will result in the elimination of an entire work unit, department or facility, KFHPWA will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the collective bargaining agreement. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority/tenure, sick leave and pension.

6.13 Indirect Patient Care (IPC) Time. The Employer and the Union recognize the importance of working together to provide an environment in which staff can effectively and safely provide care. The Appointing Optimization Committee has been a good first step toward improving working conditions and creating an environment conducive to quality patient care.

The Union and KFHPWA affirmed that Desktop Medicine (IPC) Time is an essential component of the therapists' work day. As a result of the Appointment Optimization work, PT/OT management approved five (5) hours of Desktop Medicine time per week for full time staff and prorated DTM for part time staff. Any changes to the current Desktop Medicine time that was developed by the Appointing Optimization Committee will be brought to the JLMC prior to implementation for review and discussion and feedback to management.

The Appointment Optimization project allowed for a collaborative process by which PT/OT Management and therapy representatives implemented Lean Process Improvement which resulted in improved scheduling and the creation of a PT/OT Strategy Team. The Strategy Team will continue to meet on an as needed basis to make recommendations to management on PT/OT concerns/issues related to quality patient care.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal workday shall consist of eight (8) hours work to be completed within eight and one-half (8½) or nine (9) consecutive hours.

7.2 Work Week. The normal work week shall consist of forty (40) hours of work within a five (5) day period (beginning Sunday and ending Saturday).

7.3 Alternative Work Schedules. An alternative work schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Alternative work schedules not specified in this Agreement or Addendums hereto may be established by the Employer with the consent of the Union. Where work schedules other than a five (5) eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the five (5) eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after sixty (60) days' advance notice to the employees. No employee shall be required to work a schedule that includes six (6) days in a normal workweek, unless the employee volunteers to do so. Prior to implementation of a change in work schedule involving a unit or facility, the Employer will meet with the Union to discuss the contemplated change of schedule.

7.4 Overtime. Hourly employees shall be compensated at one and one-half times ($1 \frac{1}{2}$) the regular rate of pay for all hours worked beyond forty (40) hours in the normal seven (7) day work period.

7.5 Meal and Rest Periods. All employees shall receive an unpaid meal period of at least one-half ($\frac{1}{2}$) hour during each normal workday. Meal periods shall occur as near the middle of the shift as is practical. Employees required by the supervisor to remain in the working area during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, during each shift of eight (8) hours or more in duration. Rest periods may be taken on an intermittent basis. Employees, who are not released for rest periods after requesting release from the supervisor or designee, shall be paid for the missed rest period at the employee's regular rate of pay. The employee shall have the obligation of requesting relief on a timely basis.

7.6 Weekends Off. All regular employees regularly scheduled thirty (30) or more hours per week, with the exception of those employees specifically employed to provide weekend coverage (as per #6 and #7 below) or those employees who voluntarily agree to more frequent weekend work, shall be scheduled for at least two (2) out of every four (4) weekends off. If a staff member works a third consecutive weekend or a third weekend in a month all such time worked will be compensated at one and a half ($1 \frac{1}{2}$) times their regular rate of pay. Staff receiving straight time pay take precedence over staff getting compensated at one and a half ($1 \frac{1}{2}$) times their regular rate of pay in covering weekends. If employee voluntarily initiates a trade in weekends with another employee for their own benefit, they would not be eligible for time and a half for working three consecutive weekends.

In setting weekend schedules, management shall determine schedules based on clinical need using the following options, in no particular order:

1. Set schedules with at least 2 out of 4 weekends a month OFF.
2. Seek volunteers to fill weekend schedules, adjust weekly schedule to accommodate
3. Set regular weekend schedules for part-time staff .74FTE and below

4. .75FTE and above part-time volunteers picking up extra shifts (must not incur overtime unless approved)
5. Rotation (see below 7.9.1)
6. Hire weekend shift only employees
7. Hire employees into schedules that include every weekend shifts. If there is a rebid, the employee with an every weekend shift can bid out, but no employees will be required to bid in to that shift. If unfilled, the shift will be covered by #1-5 or will be posted.

On a monthly basis, the employer will provide a report to the union of all positions posted that include a regular, recurring weekend schedule.

7.6.1 Outpatient Department Weekend Scheduling. For shifts not covered by employees that provide weekend coverage per article 7.6, the Employer shall first make weekend shifts needing coverage available for staff to volunteer for at the home clinic. Thereafter, employees within the districts defined below, shall have the opportunity to voluntarily sign-up for weekend shifts. The Employer will devise a means for all employees to indicate their interest for additional weekend work in the districts.

A weekend shift voluntarily signed up for will normally be built into the employee's regular FTE, except that a part-time employee may volunteer for a weekend shift to be an additional shift beyond their regular FTE (provided it does not incur overtime).

If there are weekend shifts that remain unfilled after these first two (2) steps, the Employer will assign remaining weekend shifts to employees within the districts on a rotational basis, beginning with the least senior person and proceeding on a rotational basis through all employees in the districts. If an employee who comes up in the rotation is already signed up for two (2) weekends in a given month, that employee will be skipped in the rotation and signed up for the next weekend shift needing rotational coverage where the employee is not already scheduled for two (2) weekends in that month.

If a weekend shift becomes vacant after the coverage schedule has been made, but before the full work schedule is posted for a given month (for instance, due to an employee leaving employment), that shift shall be assigned to the next employee in the rotation. When new employees are hired into vacant shifts that include weekends, employees that were scheduled into weekend shifts, either due to voluntary or assigned rotation process, shall revert back to their regular schedules.

The districts are as follows:

FHC, NGT & BLR: Supported by Seattle District (FHC, NGT, DTW, RVM, SLU, BLR)

TAS: Supported by Tahoma District (TAS, TAC, PLP)

BVU: Supported by East King District (BVU, RED, FAC)

EVM: Supported by Snohomish District (EVM, SMK)

LYM: Supported by Snohomish District (LYM, NSH)

RNT & FED: Supported by South King District (RNT, FED, KNT, BRN)
OLY: Supported by Olympia District (OLY, WOY)
SIL: Supported by Peninsula District (SIL, PBO, PRT, GGH)
RFM: Supported by Spokane District (RFM, LWH, VRH, SRH, KYM, NPM, LHT)

ARTICLE 8 – WAGES

8.1 Wages. Employees covered by this Agreement shall be paid in accordance with the wage schedules attached. The wage schedules will be updated each year in accordance with the terms agreed to in the National Agreement.

On the first day of the pay period after October 1, 2019: The following job classifications will receive an additional increase:

Physical Therapist - 2%
Occupational Therapist - 2%

On each anniversary date of hire as a PT or OT, employees will advance a step on the wage schedule.

8.2 Hire-In Rates. Employees hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale. For purposes of this section, continuous recent experience shall be defined as OT/PT experience (including temporary employment with KFHPWA) in an accredited hospital or ambulatory care setting, home health agency, long term care facility or equivalent health care experience or participation in a formal program of OT/PT education without a break in OT/PT experience which would reduce the level of OT/PT skills and is experience relevant to that required in the position for which the OT/PT is being hired in the opinion of KFHPWA. It shall remain the prerogative of the Employer to establish at what step in the schedule to place a newly hired OT/PT in all other circumstances.

8.3 Lead Pay. Any employee assigned as lead shall receive two dollars and twenty-five cents (\$2.25) per hour over the regular hourly rate of pay.

8.4 Standby Pay. Employees placed on standby status shall be compensated at the rate of four dollars (\$4.00) per hour. The Employer shall provide cell phones to OT and PT staff assigned to standby.

8.5 Callback Pay. Any employee called back to work after completion of the employee's regular workday shall be compensated at the rate of time and one-half (1 ½) the regular rate of pay. Call back pay shall be paid in addition to any standby pay. When called back, the employee shall receive time and one-half (1 ½) for a minimum of three (3) hours. Travel time to and from a facility shall not be considered as time worked.

8.6 Weekend Premium Pay. Any employee who works weekend hours shall receive four dollars (\$4.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Weekend premium pay shall not be included in the

employee's regular rate of pay for overtime calculations, unless required by the Fair Labor Standards Act.

8.7 Certification Pay. Employees certified in a specialty area by a national organization and working in that area of certification shall be paid a maximum premium of one dollar (\$1.00) per hour (regardless of the number of certifications) for all hours worked, provided the particular certification has been approved by the Employer and further provided that the employee continues to meet all educational and other requirements to keep the certification/recertification current and in good standing.

Certified employees will notify their manager in writing at the time of certification/recertification and provide evidence of certification/recertification when received. Certification pay will be effective the next full pay period after the manager receives the date documentation. Certification pay will cease if renewal documents are not received by the established timeline.

A list of approved certifications will be developed by the Labor Management Committee and will be posted on line via an employer designated website. The Labor Management Committee will review the certification list annually and recommend updates. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification, fee schedule and other pertinent information to the Labor Management Committee.

The approved certifications will be listed on the *Connection* website. The premium will be paid on a straight time basis, even if the hours worked are deemed overtime. Any additional certifications will be recommended by LMC but need to be approved by the Employer.

Current Approved certifications:

Clinics:

OT

- Hand Therapy
- Gerontology
- Pediatrics
- Physical Rehabilitation
- CLT-LANA
- NDTA
- PRPC

PT

- Geriatrics
- Neurology
- Orthopedics
- Pediatrics
- Sports
- Women's Health
- Hand Therapy
- McKenzie Diplomat
- CLT-LANA

- NDTA
- PRPC

Home Health and Hospice:

OT/PT

- Neurology
- Geriatrics/Gerontology
- Physical Rehabilitation
- CHT
- APTA OCS

8.8 Temporary Employee Pay Increments. Effective the first full pay period on or after every January 15, temporary employees who have worked at least five hundred (500) hours during the previous calendar year will be eligible for a longevity increment in the new calendar year.

A regular employee who changes to temporary status who has worked at least five hundred (500) hours in any combination of regular or temporary hours will also receive a longevity increment on the employee's previous anniversary date. Thereafter employees shall continue to receive a longevity increment on their previous anniversary date if they have worked five hundred (500) temporary hours in the previous twelve (12) months.

8.9 Medical Center PT/OT Travel Group. Regular and temporary employees who are regularly assigned to the travel group and who float on a daily basis will receive two dollars and fifty cents (\$2.50) per hour premium for all hours worked following six (6) months from their date of hire into the travel group. Should Home Health and Hospice decide in the future to implement a Home Health and Hospice travel group, this premium will apply.

8.10 Floating/Float Coverage. It is not the intention of KFHPWA to regularly use staff floating from one clinic or area grouping to another grouping to fulfill staffing needs, and the use of such assignments on a regular basis shall be minimized. Floating assignments will be limited to emergent situations. OT/PTs who float will be adequately oriented and have the appropriate basic skills for the clinic or area grouping to which they float. Volunteers will be sought first when floating is necessary. Medical center employees required to float to a facility outside of their medical center grouping shall be paid a float premium of one dollar (\$1.00) per hour upon arrival at the new facility for all hours worked.

Home Health and Hospice employees who float outside their assigned territory will be paid a float premium of two dollars (\$2.00) per hour for their entire shift when they travel over fifty (50) miles in one (1) shift.

Qualified and available volunteers who will not incur overtime will be chosen first, by seniority. If no volunteers, required coverage will be selected by inverse seniority. If the floating assignment would result in overtime for the employee, the Employer may require the next employee who will not incur overtime to float.

Travel time and mileage reimbursement to clinics shall be handled in accordance with KFHPWA policy.

Floating premium does not apply to employees whose regular assignment/FTE is split between two (2) different area groupings. For purposes of this section only, medical center groupings are as follows:

- 1) LYM, EVM and SMK
- 2) NGS, BLD, SLK, CSC, DOW
- 3) BRN, FED
- 4) TSC, Steele St., PLP
- 5) BVU, RNT, RED
- 6) PRT, SPT
- 7) OLY, W-OLY

8.11 Preceptor Pay. When assigned preceptor responsibilities, an employee shall receive one dollar (\$1.00) per hour over the regular rate of pay.

ARTICLE 9 – HOLIDAYS

9.1 Holidays. The following holidays shall be granted with regular pay including shift differential:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Thanksgiving
Presidents' Day	Christmas
Memorial Day	Floating Holiday
Independence Day	

The floating holiday will be scheduled off with the approval of supervision. New employees shall not be eligible to take the floating holiday until after six (6) months of continuous employment. Floating holidays must be taken in the same calendar year as an employee becomes eligible for the floating holiday.

9.2 Holiday During Paid Time Off. If a holiday falls during an employee's Paid Time Off, the day will be charged as a holiday.

9.3 Work on Holiday. Full-time and part-time regular employees who work on a holiday shall be paid one and one-half ($1\frac{1}{2}$) times the regular rate of pay for all hours worked plus Holiday pay at straight time (if holiday is on employee's regularly scheduled day on. Holiday pay is the number of hours the employee was scheduled to work had it not been for the holiday; if holiday is on employee's regularly scheduled day off, add the employee's regularly scheduled hours for that pay period, divide that figure by the number of days regularly scheduled and then multiply by employee's FTE to find the prorated amount of holiday pay). In addition, upon mutual agreement, a day off as unpaid leave with benefits may be taken within a thirty (30) day period following the holiday. Temporary employees required to work on a holiday shall receive one and one-half ($1\frac{1}{2}$) times their regular rate of pay.

9.4 Holiday Not Worked On Regularly Scheduled Day Off. If a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive straight-time pay for the holiday based on their normal shift length (working 5x8, you get paid 8 hours on holiday; working 4x10, you get paid 10 hours for the holiday). Part-time employees shall receive prorated pay calculated by multiplying their assigned FTE times the number of hours worked in their normal workday for holidays which fall on a scheduled day off.

For employees with variable shifts, add the employee's regularly scheduled hours for that pay period, divide that figure by the number of days regularly scheduled and then multiply by employee's FTE to find the prorated amount of holiday pay. In addition, upon mutual agreement, a day off as unpaid leave with benefits may be taken within a thirty (30) day period following the holiday.

9.4.1 Holiday Not Worked on regularly scheduled day on. Full or part-time employees who take their regularly scheduled shift off due to the holiday will be paid for the number of hours the employee would have worked but for the holiday.

9.5 Holiday Observance. When a department is open on the calendar date of the holiday, holiday pay (1.5x) shall be paid for work performed on the calendar date of the holiday. If the department is closed on the calendar date of the holiday, but open on the day designated by the Employer for observance of the holiday, holiday pay (1.5x) shall be paid for work performed on the designated date for observance of the holiday. Should an employee work both the actual and observed holiday, holiday pay (1.5x) will apply on both days. Straight time holiday pay shall only apply on one of the days (clinics- observed, home health- actual).

9.6 Holiday Rotation. Holidays will be scheduled off on a rotational basis subject to hours of operation, patient care needs and staffing considerations on the work unit. Staff and management on the work unit are responsible for developing a mutually agreeable, equitable holiday rotation plan for the work unit. Staff or management may request the assistance of a union delegate/organizer and Employee and Labor Relations consultant, if needed.

ARTICLE 10 - PAID TIME OFF

10.1 Purpose. Paid Time Off (PTO) is intended to provide employees with paid time to cover needs for vacation, personal and family illness in addition to other needs or uses as defined by the employee and to encourage use of such time on a scheduled basis.

10.2 Definitions.

10.2.1 Unscheduled Absence. The following notification standards shall be used to determine whether an absence is scheduled or unscheduled, for purposes of determining an employee's attendance record:

10.2.1.1 Absences of Less Than 5 Days. Any absence taken with less than forty-eight (48) hours advance notice.

10.2.1.2 Absences of 5 Days or Longer. Any absence taken with less than fourteen (14) days advance notice.

10.2.2 Maximum PTO Accrual. PTO hours continue to accrue until the employee's PTO balance reaches one hundred fifty percent (150%) of the employee's annual accrual (1.5 times the annual accrual rate). Once employee's PTO balance falls below one hundred fifty percent (150%) of the employee's annual accrual, the accrual of PTO hours would resume.

10.3 Eligibility. All regular employees shall accrue hours under the PTO plan from their date of employment or date of transfer to the PTO plan. PTO accrual hours may be used as accrued.

10.4 Accrual Schedule. The combined accrual schedule is as follows:

Completion of	Full-Time/pay period	Part-Time
1-2 years	4.92 hours	.0615 hrs/hr
3 years	5.544 hours	.0693 hrs/hr
4-5 years	7.376 hours	.0922 hrs/hr
6-7 years	7.696 hours	.0962 hrs/hr
8-9 years	8.000 hours	.1000 hrs/hr
10-11 years	8.304 hours	.1038 hrs/hr
12+ years	8.92 hours	.1115 hrs/hr

10.5 Use of PTO Accrued Hours. PTO hours may be taken in hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences. Each department's established PTO rules as well as the provisions of Article 10 of this Agreement shall apply regarding advance notice, supervisory approval, and scheduling requirements.

10.6 Vacation Scheduling. The parties have a common interest in meeting clinical demands and employees being able to schedule and take PTO.

PTO accrual is based upon an employee's anniversary date. Employees may schedule and take PTO as vacation to the extent it has been earned. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the department and the continuity of patient care. The Employer will make a good faith effort to secure adequate staffing to provide vacation scheduling opportunities.

PTO that has been scheduled and approved will not be cancelled if the employee had adequate PTO or could reasonably be expected to have accrued adequate PTO by the time that the time off is scheduled to occur unless there is some unforeseen circumstances beyond the employer's control in which coverage for patient care needs may become mandatory (natural disaster, extreme weather/building closures, emergency situations, etc.)

10.7 Transfer of Unused PTO. During the Open Enrollment Period, employees may elect to transfer up to forty-eight (48) hours into their Extended Illness Bank (EIB) account at 100% value. The minimum transfer to EIB is one (1) hour. PTO account balances may not go under eighty (80) hours.

In order to exercise this election, eligible employees must notify Human Resources within the Benefits Open Enrollment Period of their decision to transfer the current year's accrual to EIB. The EIB hours will accumulate year-to-year to a maximum of five hundred (500) hours.

10.8 Extended Illness Bank (EIB). Employees shall accrue forty-eight (48) hours per year (prorated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period or .023 hours per hour worked. The maximum accumulation to the EIB bank shall be five hundred (500) hours. Employees who reach the five hundred (500) hour cap will not accrue additional EIB hours until their accrual drops below five hundred (500) hours. Employees with existing (as of the date of contract ratification) accrued EIB hours in excess of five hundred (500) hours will retain and utilize those hours first, and will not accrue additional hours until their accrual is below five hundred (500) hours. EIB hours may be used in the event of an illness lasting longer than sixteen (16) consecutive scheduled work hours (prorated for part-time employees). The first sixteen (16) consecutive hours of scheduled work time (prorated for part-time employees) missed due to an illness shall be deducted from the employee's PTO account. As an example of pro-ration, an employee assigned a 0.5 FTE may access EIB after the first eight (8) consecutive hours of scheduled work are missed due to an illness. (0.5 FTE x 16 work hours = 8 hours.)

Employees will use sixteen (16) consecutive hours of PTO (pro-rated for FTE) for each occurrence of illness or certified health condition for the employee or the employee's qualified family member before using EIB hours. For example: An employee has been certified as having asthma. As a result, the employee is absent for three (3) eight (8)-hour days due to asthma. PTO is used for the first two (2) eight (8) hour days and EIB is used for the third (3rd) eight (8) hour day. Two (2) weeks later, the employee has another asthma attack or a different illness or qualifying family illness that requires an absence of another three (3) days. Because this is a different occurrence, the employee will use another sixteen (16) consecutive PTO hours, and available EIB hours will be used beginning on the third (3rd) day.

There are five (5) exceptions for which EIB hours may be used for the first day of absence due to illness:

1. **Occupational Injury** - In the event an employee incurs an occupational injury for which the employee is eligible for workers compensation insurance, then the employee will have access to their EIB accrual at the first day of absence due to the occupational injury if requested by the employee. Otherwise, employees may use PTO or have the time be unpaid.
2. **Relapse** - In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the EIB.
3. **Ten-Day Absence** - In the event an employee has an extended illness lasting ten (10) or more calendar days, the first sixteen (16) scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee's EIB account.
4. **Hospitalization** - In the event an employee is hospitalized overnight, the employee will have access to their EIB accrual at the first day of absence due to the hospitalization. Same day surgery, if requiring five (5) or more days of recovery, may also be paid from the employee's EIB account.

5. **On-going Treatment Following an Illness, Medical Procedure or Injury.** If a medical condition of an employee or the employee's qualified family member requires on-going therapy and/or treatment (such as chemotherapy, radiation treatment and physical therapy), the additional hours of illness or on-going therapy and/or treatment shall be treated as part of the original condition for purposes of eligibility to access the EIB. The employee will not be required to use sixteen (16) hours of PTO (pro-rated for part-time employees) for each follow-up therapy and/or treatment as long as the employee has used the sixteen (16) hours (pro-rated for part-time employees) for the medical condition, illness, procedure or injury that precipitated the on-going therapy and/or treatment. This provision does not apply to ongoing maintenance of chronic conditions.

10.9 PTO Compensation. Accrued PTO as appropriate shall be payable at the employee's regular rate of pay on the first (1st) day of bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of the employee or the employee's dependent child, spouse, parent, parent-in-law, or grandparent, pursuant to state law. Employees shall be required to notify the Employer at least two (2) hours in advance of the employee's scheduled shift if unable to report for duty. Failure to do so may result in loss of PTO compensation for that day.

The Employer reserves the right to require reasonable proof of illness. Proven abuse of accrued PTO (i.e., a false claim of illness or other justification for an unscheduled absence) shall be grounds for discharge.

10.9.1 Accrued PTO shall not be payable on contractually designated or scheduled holiday.

10.10 Medical Appointments. Employees will be expected to schedule medical/dental appointments and/or treatments during non-working hours. Paid release time will be allowed for medical/dental appointments and/or treatments which an employee is unable to schedule during non-work hours. Up to four (4) hours per calendar year may be included as release time, to be paid only when a minimum of three (3) days' advance notice is received and the absence is approved by management. Release time for medical appointments and/or treatments is subject to supervisory approval based upon patient care considerations and departmental needs. Medical appointment time will be taken in at least fifteen (15) minute blocks of time, up to a total of four (4) hours per year. These four (4) hours will not be considered toward attendance purposes.

10.11 On-The-Job Injury. Accrued PTO may be used to supplement the amount received by an employee from Workers Compensation Insurance as provided in Section 12.5 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

10.12 Paid Sick Time Laws. The Employer will comply with paid sick time laws established at the state, municipal, and other levels.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Leave Requests. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the amount of time requested. A written reply to grant

or deny the request shall be given by the Employer as soon as possible. Leave of absence for the purpose of extending vacations during the summer months shall be entirely at the convenience of the Employer. Conversely, vacation time may be added to an employee's leave of absence by request. All employees hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return. The Employer shall provide each employee granted a leave of absence with a written statement setting forth the conditions of the leave including any reinstatement commitments agreed to by the Employer.

Leave without pay for a period of thirty (30) consecutive calendar days or less shall not alter any regular employee's anniversary date of employment. Employee-initiated leave without pay for up to four (4) days (32 hours) shall not alter the amount of PTO or EIB credits which would otherwise be earned by regular employees. This limit shall not apply to low census/low need. Holidays are not payable during an unpaid leave of absence.

The Employer will attempt to hold a position for an employee on a general leave of absence up to thirty (30) days. In the event the Employer is required to fill the position during this thirty (30) day period or if the leave exceeds thirty (30) days in duration and the Employer fills the position, the employee on return from the leave of absence will be offered the first available comparable position for which the employee is qualified. Employees on an approved leave of absence may not receive money or its equivalent from employment elsewhere or from self-employment unless approved by the Employer. This rule does not apply to an employee on an approved educational leave of absence. Temporary employees shall not be eligible for any leave of absence.

11.2 Military Leave. A regular employee called for military duty will be paid the difference between the pay they receive for such service and the amount of regular pay lost by reason of such service up to a maximum of one hundred twenty (120) hours in any rolling twelve (12) month period for routine training, and the first ninety (90) days of active duty. Leave required in order for a regular employee to maintain status in a military reserve of the United States shall be granted without loss of accrued benefits. Leave for active military duty shall be granted in accordance with applicable law. In order to be eligible for payments under this paragraph, the employee must furnish KFHPWA with a copy of the employee's government check stub(s) showing the amount of military pay received. Except as provided in this paragraph, time off for military duty will be unpaid, although the employee may voluntarily choose to use available PTO.

11.3 Health Leave. In order to provide job protection for employees who are not covered by FMLA, after one (1) year of continuous employment with an FTE, one durational leave of absence per rolling calendar year will be granted to employees who are not eligible for FMLA leave for a personal illness or injury or disability because of pregnancy or childbirth without loss of accrued benefits. An employee who exhausts all of their FMLA leave is not eligible for a health leave.

A leave of absence begins on the date of first absence from work. Accrued Paid Time Off (PTO) and Extended Illness Bank (EIB) for the period of temporary disability shall be used during this period, except that an employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of PTO. The one-year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth. The Employer will use reasonable efforts to staff the vacant position created by the leave

of absence on a temporary basis for the period of the employee's sick leave, subject to patient care considerations and departmental needs. All persons hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return.

Length of service credit and benefits will not accrue but will remain the same as at the time of beginning the leave. Prior to returning to work after an extended absence for personal illness or injury, the Employer may require a statement from the attending physician attesting to the employee's capability to perform the work required of the job. Health leave shall not exceed six (6) months. If a health leave of absence exceeds twelve (12) weeks, only then may the Employer permanently fill the vacancy. If the Employer has filled the position permanently, pursuant to the above, the employee on leave of absence, upon returning to the job during the six (6) month health leave period, will be offered the first open position for which the employee is qualified.

11.4 Family Leave. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) care for the employee's spouse/domestic partner, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job, provided that: the employee shall have worked one thousand two hundred fifty (1,250) hours in the twelve (12) months preceding the start of the leave; (It being understood that hours worked includes all "low census hours" and all hours for which the employee was on unpaid union leave). The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave time for which the employee is eligible during family leave, except that an employee may elect to reserve up to eighty (80) hours (pro-rated for part-time employees) of vacation. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

11.5 Dependent Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 11.4 (Family Leave) or for the care of a dependent parent or spouse or domestic partner of the employee. Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on childcare leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

11.6 Jury Duty. Regular employees who are called to serve on jury duty shall be compensated by the Employer for their scheduled days of work that the employee is required to report for jury duty. Employees called to jury duty who intend to serve will

notify the Employer at least three (3) weeks in advance of their jury service or the employee may not be paid for the time they are required to report for jury duty. When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact their supervisor/manager for a work assignment. Employees required to return to work will continue to be paid during the transition from jury duty to work time.

11.7 Bereavement Leave. A regular employee shall be allowed a maximum of three (3) scheduled days off (need not be consecutive) with pay by reason of a death in the employee's immediate family. The term "immediate family" includes

Spouse/domestic partner	Brother
Mother	Brother-in-law
Mother of spouse/domestic partner (mother-in-law)	Brother of spouse/domestic partner
Step-mother	Brother-in-law of spouse/domestic partner
Father	Sister
Father of spouse/domestic partner (father-in-law)	Sister-in-law
Step-father	Sister of spouse/domestic partner
Mother-in-law of spouse/domestic partner	Sister-in-law of spouse/domestic partner
Father-in-law of spouse/domestic partner	Grandmother
Children	Grandmother of spouse/domestic partner
Children, adopted	Grandfather
Children of spouse/domestic partner	Grandfather of spouse/domestic partner
Daughter-in-law	Grandchildren
Daughter-in-law of spouse/domestic partner	Grandchildren of spouse/domestic partner
Son-in-law	
Son-in-law of spouse/domestic partner	

One (1) additional day off with pay will be granted when an employee is required to travel more than five hundred (500) miles in any one direction to attend the funeral. Regular employees may not take bereavement leave for days on which they were not regularly scheduled to work.

11.8 Sabbatical Leave. The purpose of a sabbatical leave is to provide an extended period of leave from a PT or OT's customary work to acquire new skills and training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, publishing.

PTs and OTs are eligible for their first sabbatical after working a minimum of ten (10) years of continuous regular employment as an OT or PT. An employee who qualifies may request 1) a sabbatical of up to six (6) months, or 2) a sabbatical of up to one (1) year after working thirteen (13) years of continuous regular employment. OTs and PTs granted a sabbatical will receive fringe benefits consistent with their FTE level, subject to the availability of insurance coverage, and will retain their PTO accrued and seniority. The total number of sabbatical leaves that may be granted during any one (1) year will not exceed three (3). Applications for sabbatical leave shall be presented to the employee's immediate supervisor. The scheduling and authorization to take such leave shall be determined solely by the Employer. Arrangements which are satisfactory to the

Employer must be made for coverage or replacement of the staff member's services while the staff member is on sabbatical leave.

An employee granted a sabbatical agrees to return to employment with KFHPWA following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than six (6) months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position.

An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The labor management committee shall recommend criteria for selection of the candidates and other guidelines for administering the sabbatical leave.

11.9 Educational/Professional Leave and Funds.

When an employee is required to attend an education function by the Employer as a condition of employment (which shall exclude programs for maintaining licensure and specialty certification), all expenses of this function shall be paid in full by the Employer.

Unpaid Educational Leave: Up to twenty-four (24) hours of leave without pay per year shall be granted for educational purposes, providing PT/OT services will not be jeopardized.

Paid Educational/Professional Leave/Time: After six (6) months of continuous regular employment, employees shall be allowed up to forty (40) hours of paid educational/professional leave/time per year, pro-rated for FTE, providing such leave/time shall be subject to scheduling requirements of the Employer, approval by the Employer of the subject matter and certification of attendance and/or completion of the course, where applicable. Educational/professional leave/time may be used on an hourly basis. Educational/professional leave/time accrues on a calendar year basis. Unused time may not be carried over to the next calendar year.

Professional leave/time may be granted to employees to attend conventions of employees' respective professional association provided the number of OTs and PTs who wish to attend does not jeopardize provision of health care services. Professional leave/time may be used for professional certification exams.

Educational/professional time shall be paid at straight time when taken on a scheduled day off. Paid educational/professional time taken on a scheduled day off shall not be included as time worked for purposes of calculating overtime under Article 7.4 or the accrual of benefits.

ARTICLE 12 - MEDICAL, DENTAL, LIFE INSURANCE and RETIREMENT

12.1 Medical Insurance. Effective January 1, 2020, the Employer shall provide a medical plan for eligible regular, full-time and part-time employees assigned 0.5 FTE or greater, effective the first day of the month following the date of hire into continuous eligible employment. As an exception to this Article, employees enrolled in the medical plan as of January 22, 2005 who are 0.26 - 0.49 FTE shall not lose eligibility for coverage during the term of this agreement. Provided however, that if such an

employee's FTE subsequently increases to .5 or above, the employee will become ineligible for coverage if their FTE later drops back below 0.5 FTE.

The Employer shall also provide family member coverage for regular employees assigned a 0.75 FTE or greater, subject to the employee's agreement to pay the required monthly premium cost share. Employees with a 0.5 - 0.74 FTE can enroll their eligible family members into the medical plan, subject to the employee paying the full cost of the family member's coverage.

12.2 Dental Insurance. The Employer shall provide a dental plan for eligible regular, full-time and part-time employees assigned 0.5 FTE or greater, effective the first of the month following two (2) months of continuous eligible employment. The Employer shall also provide family member coverage for regular employees assigned a 0.75 FTE or greater, subject to the employee's agreement to pay the required monthly premium cost share.

12.3 Employee Premium Sharing. Enrolled employees shall pay monthly premiums for coverage in the employer medical and dental plans as determined in the Benefit Coalition and detailed in the Memorandum of Understanding resulting from the agreement made by the Benefits Coalition.

12.4 Retirement Plans. Employees who are currently participating in or who have made an election to participate in the Defined Contribution Plan may not change to the Defined Benefit Plan during their employment with KFHPWA.

For all employees covered by this Agreement, the Employer will continue to offer its 403(b)(7) Custodial Plan for employee voluntary pre-tax contributions. In addition, the Employer will match fifty (50) percent of the first four (4) percent of pay that employees defer into their account. These matching contributions will vest immediately.

The Employer will continue in full force and effect its Defined Contribution Employee Retirement Plan (6.3% of eligible compensation including overtime). The Employer agrees not to reduce the current level of contributions during the term of this Agreement. This commitment does not apply to administrative changes that may occur to the plan.

Except as provided in Section 12.4.4 below, the Employer agrees not to reduce the current level of retirement benefit defined in the Defined Benefit Plan during the term of this Agreement. This commitment does not apply to administrative (non-benefit) changes that may occur to the plan.

12.4.1 Retiree Medical Coverage. The Employer will offer its retiree medical plan coverage for eligible regular employees age fifty-five (55) or greater with twelve (12) years of continuous KFHPWA employment assigned a 0.75 FTE or greater. The premium for retiree coverage will be one hundred percent (100%) employee-paid if the employee retires on or after 12/31/2009.

12.4.2 Retirement Notice Award. Regular employees who give between six (6) and nine (9) months' advance notice of retirement and are at least age fifty-five (55) with at least twelve (12) years of continuous service will be eligible for a Retirement Notice Award. The Award will be pro-rated for FTE at the employee's

regular rate of pay at the time of retirement. The Award will be paid at the end of the employee's career with KFHPWA.

Retirement Notice Award Schedule:

12 through 19 years of service – 80 hours of pay
20 or more years of service - 120 hours of pay

12.4.3 Retirement Service Award. Employees will receive a cash award at retirement if they are at least age fifty-five (55) *and* have been continuously employed in a 0.75 FTE position for twelve (12) or more years at retirement. The Retirement Service Award is fifty-five dollars (\$55) for every year that employees have worked at KFHPWA.

12.4.4 Changes to Defined Benefit Plan (DB). Effective as described below (and as further described in the DB Plan), the following changes were made to the DB to the extent allowable under applicable pension laws:

1) Ninety (90) days after ratification of the 2015-2019 Agreement, employees who are:

- a) hired,
- b) rehired (unless the employee was laid off, was an active participant in the DB at the time of the layoff, and is reinstated to a position eligible to participate in the DB within twelve (12) months of the layoff),
- c) transferring employment to a position covered by this Agreement from a position not eligible to participate in the DB (unless the employee was an active participant in the DB within twelve (12) months prior to the transfer, and provides written notification to Employer of employee's transfer back in to a position covered by this Agreement within thirty (30) days of transfer), or
- d) who are current employees that have not entered the DB by ninety (90) days after ratification of this Agreement will not be eligible to participate (or recommence active participation) in the DB and, if otherwise eligible, they will be enrolled in the Defined Contribution Plan (DC),

will not be eligible to participate (or recommence active participation) in the DB and, if otherwise eligible, they will be enrolled in the Defined Contribution Plan (DC).

2) Effective for Plan Years beginning on or after January 1, 2017:

- a) The calendar year hours requirement for pension accrual will be increased to five hundred (500) paid service hours. Credit for paid time where no services are provided (PTO, EIB, Holiday pay) is limited to five hundred one (501) consecutive hours in one (1) or more consecutive plan years. "Service hours" does not include leave while

receiving pay under a plan maintained solely to comply with workers compensation, unemployment compensation or disability insurance laws.

- b) Accruals for employees in the DB who work beyond the Plan's Normal Retirement Age of 65 will be limited to the greater of 1) the accrued benefit at age 65, actuarially increased to the commencement date, or 2) the accrued benefit with continued accruals for post-65 service.

12.5 Worker's Compensation. The Employer shall provide Worker's Compensation Insurance for all employees. Upon completion of eighteen (18) months of regular employment, employees assigned a .75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive Employer-paid medical coverage for themselves and their eligible dependents for a period of up to six (6) months.

12.6 Life Insurance. The Employer shall provide life insurance for regular employees assigned 0.75 FTE or greater, effective the first of the month following one (1) month of continuous eligible employment. The Employer will provide a ten thousand dollar (\$10,000) basic life insurance and a ten thousand dollar (\$10,000) basic accidental death & dismemberment (AD&D) during the term of this Agreement, subject to the specific terms, conditions, and eligibility requirements of the plan. The employee will have the option of purchasing supplemental life and AD&D coverage as may be available under the Plan.

12.7 Long Term Care. The Employer agrees to provide Long Term Care Insurance for employees to purchase should the option come available.

12.8 Long-Term Disability. The Employer shall provide long-term disability insurance for regular employees assigned a 0.75 FTE or greater, subject to the terms and conditions of the plan, and employee's agreement to pay the required monthly premium cost share.

12.9 Child Bonding. The Employer shall provide child bonding leave for regular employees assigned 0.75 FTE or more with at least one year of service. Child bonding leave is two (2) weeks of leave at the regular rate of pay, pro-rated for FTE, provided to parents of a newborn baby or a child newly-placed for adoption. Child bonding leave must be completed within six (6) weeks of the child's birth or placement for adoption, and runs concurrently with other forms of leave an employee might be eligible for (such as FMLA, LTD).

12.10 Adoption Assistance. The Employer shall provide the standard adoption reimbursement benefit (currently up to two thousand dollars (\$2000)) to help offset the costs of adopting a child for regular employees assigned 0.75 FTE or greater with at least one (1) year of continuous KFHWA employment.

12.11 Eligibility Requirements. Participation in medical, dental, insurance, pension and other benefits specified in this Agreement shall be subject to the specific terms, conditions and eligibility requirements of the benefit plan unless otherwise specified in this Agreement.

12.12 Domestic Partner. Domestic partners will be included in dependent coverage for employees assigned a .75 or more FTE status. The term "domestic partner" as used throughout this Agreement will be as defined in the KFHPWA affidavit of marriage/domestic partnership. The definition of "son and daughter" as used in Article 11.6 shall include the child of the employee over the age of 18 years but who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan.

12.13 Flexible Spending Accounts. This is to acknowledge that KFHPWA offers all employees the opportunity to reduce taxes through flexible spending accounts (FSA) for health care and/or dependent care expenses and pre-tax medical/dental insurance premiums.

12.14 Short Term Disability Insurance. The Employer will provide access to a short-term disability supplemental insurance plan to employees through payroll deduction. Such plan will be one hundred percent (100%) paid for by the employee through payroll deduction using pre-taxed dollars. Prior to the implementation, the Employer will review the plan with the Union. If an employee purchases the short-term disability and Extended Illness Bank paid leave, the employee may elect to use either short-term disability leave or Extended Illness Bank hours.

ARTICLE 13 - REBID - LAYOFF – RECALL

13.1 Layoff. In the event that a permanent or prolonged reduction in the number of regular full-time or part-time employees in a job classification within a work unit is determined by the Employer to be necessary, layoff procedures will be instituted on the affected work unit. If a reduction in staffing is needed, a layoff will be considered before any reduction of hours under Article 13.5.1. Upon request the parties will meet for the purpose of discussing implementation of the layoff. Prior to issuing a formal notice of layoff, hiring into all vacant positions in the same job classification will cease.

13.2 Layoff Notice. Except in emergency situations or unforeseeable conditions beyond the Employer's control, the Union and employees involved shall be given at least thirty (30) days' advance notice of layoff. Employees on the Low Seniority Roster whose position is assumed ("bumped") by a more senior employee will be given at least ten (10) days' advance notice.

13.3 Work Unit Rebid and Layoff Process. To be used for multiple FTE changes, multiple length of shift changes, reduction of more than one position, and unit mergers/closures. The Employer shall provide the Union and affected employees with the new work schedule at least fourteen (14) calendar days in advance of the rebid.

13.3.1 Work Unit Rebid (Round 1). Work unit rebid for future state positions in the work unit by job classification. Employees, in order of seniority, may select:

- 1) Future state position;
 - a. There is no restriction on employees increasing or decreasing FTE or changing shifts during Round 1
 - b. Any employee with a .5FTE or greater who selects a future state position in Round 1 that results in a qualifying FTE

decrease (more than .25FTE) may choose to accept the position (and go on recall) or to move into Round 2, but would have options as described per 13.5.1 "Hours Reduction". Those who move into Round 2 maintain their Round 1 selection until/unless they choose another option in Round 2.

- c. Any employee with a .5FTE or greater whose only option is a future state position in Round 1 that results in an hours increase (more than .25 FTE) is considered to be "assigned" but must work this increased FTE for 6 months before additional rights per 13.5.2 "Hours Increase" may be triggered.

OR;

2) Move to Round 2

- a. The number of staff allowed to move to Round 2 is equal to the number of position eliminations identified in this Round

13.3.2 Layoff process (Round 2). Employees, in order of seniority, may select:

- 1) Vacancy for which the employee is qualified
 - a. FTE reductions or increases will not trigger additional options as they do in Round 1
 - b. If employee declines a comparable vacancy and fails to select another vacancy, the employee must resign from KFHPWA.

OR;

- 2) If there is no comparable vacancy, employee may select one of the following:
 - a. Severance benefit, if eligible (qualifying hours reduction employees are not eligible); or
 - b. Recall rights; or
 - c. For employees not on the low seniority roster (LSR) assume any position on the appropriate LSR. In all cases the employee must be qualified for the position; or
 - d. Resign from KFHPWA

13.3.3 Low Senior employees who are bumped may select (Round 3). Employees, in order of seniority, may select:

- 1) Vacancy for which the employee is qualified
 - a. FTE reductions or increases will not trigger additional options as they do in Round 1
 - b. If employee declines a comparable vacancy and fails to select another vacancy, the employee must resign from KFHPWA.

OR;

- 2) If there is no comparable vacancy, employee may select one of the following:
 - a. Severance benefit; or
 - b. Recall rights; or
 - c. Resign from KFHPWA

13.4 Single Position Elimination. In these situations, the Employer will first seek volunteers and no rebid is required. The least senior employee on the unit will be subject to layoff, provided that the remaining employees are qualified to do the work remaining. Employees not subject to layoff will be reassigned in order of seniority to all remaining positions so long as patient care and staffing considerations (including weekend coverage) are met. An employee subject to layoff shall participate in the layoff process, starting with Round 2.

13.5 Single FTE increase or decrease. In these situations, the Employer will first seek volunteers and no rebid is required.

13.5.1 Hours Reduction. It is KFHPWA's intent to assign employees an FTE status consistent with the number of hours normally assigned and worked by the employee on a regular, continuing basis. It is not KFHPWA's intent to reduce an employee's FTE for purposes of eliminating an employee's eligibility for medical coverage. If a reduction in FTE is determined by the Employer to be necessary, the Employer will first ask for volunteers from the unit and shift where changes are needed. When involuntary reductions are needed, the Employer will make a good faith effort to reduce the hours of the least senior person on a work unit and shift, subject to patient care needs, staffing considerations and hours of operation.

Any employee subject to an involuntary reduction in their FTE resulting in a loss of employee or dependent medical insurance coverage will be placed on the recall roster for a period of twenty-four (24) months subject to the requirements of Articles 13.6.1 and 13.6.4.

An employee who is assigned to a 0.50 or more FTE status whose hours are reduced more than 0.25 FTE shall have options consistent with Article 13.3.

In the event that additional regular hours in a classification become available on a continuing basis in a unit, department, or facility, the Employer will assign the hours to the regular continuing schedule of the most senior qualified employee in the classification who has had an FTE reduction under this Article, if the Employer determines the assignment of hours best satisfies staffing, scheduling and other operational and patient care needs. In making its decision, the Employer will give consideration to the adverse impact on the employee and employee morale.

The Employer will continue to provide dependent medical coverage for the first month in which an employee's dependents are no longer eligible as a result of an FTE reduction pursuant to this provision.

13.5.2 Hours Increase. It is KFHPWA's intent to assign employees an FTE status consistent with the number of hours normally assigned and worked by the employee on a regular, continuing basis. It is not KFHPWA's intent to permanently increase an employee's FTE, absent mutual agreement, as a means to permanently filling vacant FTE in the department.

In the event that KFHPWA needs to make a temporary increase to an employee's FTE in order to provide coverage for a vacancy in the process of being filled, the Employer will first ask for volunteers from the unit and shift where changes are needed. When an involuntary increase is needed, the Employer will make a good faith effort to increase the hours of the least senior person on a work unit and shift, subject to patient care needs, staffing considerations, and hours of operation. The Employer will notify the affected employee(s) in writing of the effective date of the increase and, to the extent known, the expected duration of the increase.

In the event that an employee who was formerly assigned to a 0.5 or more FTE status is assigned an hour's increase more than 0.25 FTE that lasts for six or more months, the employee shall have access to the following options:

1. The employee shall, by seniority, be offered any vacant position for which they are qualified prior to the vacant positions being offered to employees not subject to an hours increase.
2. Accept the increased hours. An employee choosing this option may elect to be placed on the recall roster for a period of twenty-four months subject to the requirements of Article 13.6.1 and 13.6.4. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.

If there is no comparable vacancy, the employee may select a position from the low seniority roster subject to the provisions of Article 13.7.3.

13.5.3 Employee-Initiated FTE Decrease. By mutual agreement with the manager, an employee may decrease FTE by up to 0.20 FTE without the position being posted. This provision is intended to address circumstances when an FTE decrease initiated by the employee would contribute to an employee's retention, success, and satisfaction in their position. It is not intended to address FTE decreases initiated by the Employer. While this provision does allow an employee to initiate a request for FTE reduction and the Employer to agree to that reduction without job posting, if multiple employees initiate requests for FTE reduction at the same time, and the Employer cannot accommodate all of them, the Employer will grant the requests based on seniority so long as needs in the department can be met. The Employer shall notify the Union when it agrees to an FTE decrease under this section of the contract. Any reduction in FTE for an individual employee as a result of this article, is a permanent reduction in FTE for that employee. It is management's discretion to determine where and if the reduced FTE is allocated in the rest of the department/worksites.

13.6 Recall Process

13.6.1 Recall Roster. Eligible Employees shall be placed on a recall roster for a period of twenty-four (24) months from the date of layoff. An employee placed on the recall roster shall provide and keep updated while on the recall roster a current mailing address, email address and telephone number where the employee can be reached, including an alternative phone number where the employee can be reached within two business days. Employees on the recall roster remain eligible to attend any KFHPWA-sponsored continuing education activities at the employee tuition rate.

13.6.2 Order of Recall. As vacancies occur, employees will be recalled to available work in the order of the seniority providing skill; competence and ability are considered substantially equal in the judgment of the Employer. Subject to the above qualifications, an employee on layoff shall be offered reinstatement to vacant positions prior to any employees being newly hired and after any appropriate internal transfers as further set forth in this section. Employees regularly assigned to a specific unit, department or facility will be given preferential consideration for transfer to other shifts or positions in that unit, department or facility over all other employees except more senior employees returning from layoff status to their previous unit and shift or position and department/facility. If any offer of recall is accepted, the employee shall be deemed recalled and be removed from the recall roster. Any recall of employees out of seniority will be communicated to the Union representative in advance of the recall.

13.6.3 Refusal of Offer. An employee who refuses an offer of recall to comparable employment shall be terminated.

13.6.4 Statements of Continued Interest. Employees who have been on recall for six (6) months or more must submit to the Employer a written statement indicating a continuing interest in employment that is received by the first business day of the seventh (7th) month and on a monthly basis thereafter. If the employee fails to meet this requirement by the first business day of each month, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.

Employees may voluntarily enter into a written agreement with the Employer to waive recall to those types of non-comparable vacant positions as specified by the employee. The employee may change or cancel any such waiver by providing the Employer with appropriate written notice on the designated form available from the Human Resources Department. Any changes or cancellation of waiver is effective only upon receipt by the Employer as to those positions still available for recall.

13.6.5 Duration of Recall Rights. The Employer's obligation contained herein shall cease after twenty-four (24) consecutive months on layoff status, if the employee refuses to accept an offer of employment pursuant to Article 13.6.3, or if the employee fails to comply with the requirements of Article 13.6.1 or 13.6.4.

13.7 Definitions

13.7.1 Severance Benefits. Benefits will consist of severance pay and extended medical benefits. Employees will be entitled to two (2) weeks of severance pay for each year of service to a maximum of twelve (12) weeks of severance pay, appropriately prorated to the employee's FTE and rate of pay at the time of selecting severance. Non-probationary employees who have less than one (1) year of service shall be entitled to two (2) weeks of severance pay. Years of service shall be calculated on the employee's last day of employment with the Employer.

Extended medical coverage will consist of KFHPWA paid medical benefits for the employee at their current benefit level and enrolled family members or other dependents under the KFHPWA Medical Coverage Plan for a period of twelve (12) months after the date on which their medical coverage would have otherwise terminated because of the termination of their employment with KFHPWA. Should the former employee become eligible for Medicare, the KFHPWA provided medical coverage will switch to Medicare supplement coverage for the remainder of the twelve (12) months when the employee timely registers for Medicare.

13.7.2 Initially Subject to Layoff. The number of employees initially subject to layoff is defined as the number of least senior bargaining unit employees on the unit whose total FTEs satisfies the required FTE reduction. The actual number of bargaining unit employees who are finally eligible to exercise layoff options as provided in Article 13.3 may be different than the number initially subject to layoff due to the choices exercised by eligible employees during the reassignment process.

13.7.3 Low Seniority Roster. The Low Seniority Roster shall be a listing of the least senior employees that equals the number of employees initially subject to layoff within the job classification.

If there is a need to restrict the number of Low Seniority Roster employees within a work unit whose positions may be assumed so as to not compromise patient care, the Employer, prior to making a final determination, will meet with the Union in a good faith effort to reach agreement on the need for such a restriction. If there are any restrictions placed on the number of Low Seniority Roster employees within a particular work unit whose position is subject to being assumed, the Low Seniority Roster will be adjusted in order to provide the contractually required number of employees.

In the event of a layoff, a seniority roster will be available through the Human Resources Department.

13.7.4 Discretionary Relocation Assistance. In order to encourage and facilitate relocation from one work unit to another by those employees subject to layoff, KFHPWA may offer relocation assistance. When determined opportune, KFHPWA will rely on its then current policy, for any relocation assistance the employer may choose to offer.

13.7.5 Temporary Work. Employees on layoff who are qualified shall be given preference to work intermittent shifts subject to the requirements for all temporary employees at the facility. Employees desiring temporary work while on layoff shall be responsible for contacting the facility where they desire temporary work to indicate the employee's interest and availability. Acceptance of intermittent work will not affect an employee's recall rights.

13.7.6 Work Unit. The term work unit means the clinic, or clinical grouping when employees work more than one site. For Home Health, work unit shall be the employee's branch office.

13.7.7 Comparable Employment. For purposes of this Article, "comparable employment" or vacancy shall be defined to include:

- (a) Same rate of pay;
- (b) Similar shift, which is defined as a change of three hours or less in an employee's previous start time;
- (c) Similar FTE which shall be defined as a decrease or increase of .1 FTE in an employee's previously assigned FTE status.
- (d) Similar geographic location:
 - 1) Northgate, Lynnwood, Everett, Smokey Point
 - 2) Capitol Hill Campus, Downtown, South Lake Union, Ballard, Northgate
 - 3) Burien, Federal Way, Renton
 - 4) Bellevue Medical Center, Renton, Redmond
 - 5) Port Orchard, Silverdale, Tacoma Medical Center
 - 6) Tacoma Medical Center, Steele Street, Olympia, Puyallup, West Olympia, Federal Way
 - 7) Capitol Hill Home Health and Hospice
 - 8) East Region Home Health and Hospice
 - 9) South Region Home Health and Hospice

13.7.8 Qualified. For purposes of this Agreement, an employee will be considered qualified if, in the opinion of the Employer, the employee has the skills, competence and ability based on established criteria to perform the responsibilities of a particular position within the time period normally expected of an employee new to the position.

For purposes of exercising layoff options under Article 13.3, an employee will be considered eligible for a vacant position, reassignment or to select a position from the Low Seniority Roster, if in the Employer's opinion, the employee can become oriented (which may include some skill enhancement or training) to the position within four weeks. If, after four (4) weeks of orientation, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria, the employee may resign or choose to be placed on the recall roster without further notice.

13.7.9 Multi-Unit Layoff/Unit Merger. A multi-unit layoff occurs when there is a layoff as a result of the merger of two or more units and/or division of one or more units into new units. In the event of a work unit closure, employees of the work unit will exercise their layoff options provided in Article 13.3 in order of seniority.

13.7.10 Work Unit Closure. A work unit closure occurs when a work unit ceases to operate because the Employer has decided to discontinue the type of service for the patient population normally provided within the work unit. In the event of a work unit closure, employees of the work unit will exercise their layoff options provided in Article 13.3 in order of seniority.

13.7.11 Future State Position. Positions to remain in a work unit after taking into account the necessary reductions and/or schedule/FTE adjustments that need to be made.

13.7.12 Vacant Positions. Positions in the same job classification requiring comparable skills will not be filled during the period beginning with the notice of layoff to the date of the layoff. Additionally, subject to skill, competence and ability being substantially equal in the opinion of the Employer, the use of agency/registry employees in a vacant position in the affected unit will be discontinued prior to layoff.

13.7.13 Geographic Locations - New Worksites. The Employer will notify the Union of its intention to establish new geographic locations that will be worksites for bargaining unit members. At that time, the Union and Employer will meet to determine how these geographic locations fit into comparable geographic areas in Article 13.7.7.

ARTICLE 14 - COMMITTEES

14.1 Joint Labor Management Committee (JLMC). The goal of the JLMC is to improve the existing collaborative process between management and staff in offering input to recommendations related to the delivery of rehabilitation and preventative services that reflect current best practices and are evidence-based while meeting cost-benefit goals, addressing immediate and long term patient needs, and aligning with the medical home model of patient-centered care.

It is the goal of SEIU Healthcare 1199NW and KFHPWA to engage in joint problem-solving efforts wherein the mutual interest of the Union and management can be addressed on an on-going basis during the term of this Agreement.

There will be one combined JLMC for all PT/OT services. The JLMC shall serve as a forum for union input to the management decision-making process and mutual education and information sharing by both parties. The primary goal of the JLMC is to support staff and management in the delivery of quality patient care, including improved conditions conducive to the delivery of quality care and the recruitment and retention of staff.

The Employer and the Union recognize the importance of working together to provide an environment in which staff can effectively and safely provide care. The parties also recognize that staffing and workload are integral and critical elements of the work environment.

The JLMC will develop an annual plan to discuss issues of mutual concern including but not limited to staffing, patient safety, workforce planning, etc.

The Union and Employer have a joint commitment to:

1. Discuss issues resulting in inconsistent practices within the Service Line.
2. Discuss and provide recommendations to management regarding issues arising from staffing models including inadequate staff as defined by the staffing model that was developed by the Appointing Optimization process.
3. Problem-solve issues with accurate data.
4. Discuss performance metrics.

The JLMC may address matters subject to collective bargaining but shall not substitute for the contractually agreed-upon process for resolving grievances under Article 16. Issues and problems pertaining to specific worksites will continue to be addressed at the facility or work unit level.

The JLMC shall use an interest-based process for problem solving. Agendas should be created ahead of time. The approach, structure and composition of the committee may vary depending on the issues; however, the union will appoint a core of five (5) representatives who can adequately represent the views of Physical Therapy, Occupational Therapy, and Home Health and Hospice. Management may appoint representatives of an equal number. Upon request and mutual agreement, guest representatives may attend. Employee attendance at these meetings during scheduled work time will be on paid time. The JLMC will strive to meet in person, however conference call or video conference may be utilized by mutual agreement when in-person meeting is not practical. The committee will meet quarterly or more often when mutually agreeable.

14.2 Steering Committee. The parties will establish a Steering Committee consisting of KFHPWA President and Senior level staff along with SEIU Healthcare 1199NW President and Senior Union leadership to meet for the purpose of developing the joint work to be conducted by the Steering Committee. The first tasks of the Steering Committee will be to identify areas of mutual interest to the parties, determine what the goals and scope of the Steering Committee are, establish a decision making process, introduce reporting out of the committee's work, set the meeting agendas and location, and determine what, if any, training is needed. The Steering Committee shall meet quarterly for one (1) year (or more often if mutually agreeable), discuss the progress of the group, and then decide if/how future work should be organized. The Steering Committee shall not engage in collective bargaining nor shall it supplant or duplicate contract negotiations. The parties may employ the services of a neutral consultant/facilitator.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

15.1. The Employer will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees.

15.2. The Employer shall form a Health and Safety committee composed of employee and Employer representatives. The purpose of the committee shall be to investigate safety and health issues and to advise the Employer of education and preventive health measures for the workplace and its employees. The committee shall allow for proportionate membership representation of employee groups. Broad-based and persistent health and safety concerns of individual employees or employee groups can be addressed to the Committee if they have not been adequately responded to at the facility or unit level.

15.3. The Employee's Safety and Health committee, and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and that the International Union, National Union, Local Union, Union Safety and Health Committee, and their officers, employees and agents shall not be liable for any work-connected injuries, disabilities, or diseases which may be incurred by employees.

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

15.5. Employees assigned to locations where exposure to ionizing radiation is possible in the course of the work assignment shall be issued a film badge or similar detection device. The Employer will maintain records of employee exposure.

ARTICLE 16 - GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. The Employer and the Union endorse the general proposition that, whenever possible, grievances, complaints and other disputes shall be resolved at the lowest possible level of authority, and specifically directly among the employee, the delegate and the immediate supervisor wherever possible. Both parties will extend efforts to establish a working relationship between the delegates and immediate supervisors. If any such grievance arises, including but not limited to a grievance concerning a discharge or a substantially excessive continuous workload, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto. The grievance process is not available for terminations of probationary or temporary employees.

Step I: Immediate Supervisor or Department Head.

The employee (and the Delegate, if requested by the employee) shall present the grievance in writing to the immediate supervisor or department head within fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance and the parties shall attempt to resolve the problem immediately. A Step I meeting shall be held within fourteen (14) calendar days of receipt of the grievance. The

immediate supervisor or department head shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

Step II: Next Level of Supervision.

If the matter is not resolved to the employee's satisfaction in Step I, the employee (and the Delegate if requested by the employee) shall present the grievance to the next level of supervision within fourteen (14) calendar days of the immediate supervisor's decision. A Step II meeting shall be held within fourteen (14) calendar days of receipt of the request for Step II. This individual shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

Step III: Labor Relations.

If the matter is not resolved to the union's satisfaction in Step II, the Delegate (and the employee if requested) shall present the grievance to Labor Relations within fourteen (14) calendar days of the Step II decision. A Step III meeting shall be held within fourteen (14) calendar days of receipt of the request for Step III. Labor Relations shall respond in writing to the grievance within fourteen (14) calendar days of the meeting.

Step IV: Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Employer or Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the response from Labor Relations. A list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall there upon alternate in striking a name from the 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 of the issue in dispute. Each party shall bear one-half ($\frac{1}{2}$) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. 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.

ARTICLE 17- UNINTERRUPTED PATIENT CARE

This clause is included in recognition of the mutual responsibility of the Union and the Employer for continuity of patient care. During the term of this Agreement, the Union and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid in any strike, sympathy strike, walkout, picketing, boycott, slowdown, stoppage of work or any other interference whatever with the efficient operation and conduct of the Employer's business, or take any action whatever to prevent access of employees to the Employer's place of business. Both parties to the Agreement advocate at all times that any complaint, dispute or grievance be resolved through the procedures

provided in Article 16 of this Agreement. In the event of any strike, sympathy strike, walkout, slowdown, work stoppage, hand billing or picketing by a Union member or threat thereof, the Union and its officers will make a good faith effort to end or avert the same.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Unlawful Provisions. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions 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 Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

18.2 Changes in Writing. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the occupational therapists and physical therapists in advance of the change.

18.4 Conclusion of Bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective October 19, 2019 and shall continue in full force and effect through October 31, 2023 and shall continue in effect from year to year thereafter, unless written notice of desire to amend or terminate the Agreement is served by either party by certified mail upon the other no more than one hundred twenty (120) days and no less than ninety (90) days prior to date of expiration.

If written notice to amend or terminate is timely given, then this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon or until the date of expiration of the Agreement, whichever is earlier.

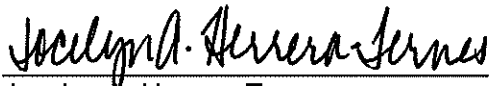
In the event of inadvertent failure by either party to give the notice set forth in this Article, such party may give notice of desire to terminate at any time prior to the termination date of this Agreement. If a notice is given in accordance with the provisions of this paragraph, the expiration date of this contract shall be the ninetieth (90th) day following such notice.

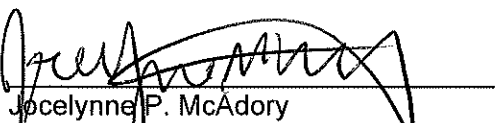
ARTICLE 20 – SUCCESSOR

This Agreement shall be binding upon any successor Employer including membership provisions, voluntary payroll dues deduction authorizations and voluntary political action fund deduction authorizations (i.e. SEIU-COPE program). A successor is to promptly transmit such deducted funds to the Union after closing of the business structure change. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization. The Employer shall provide the Union with documentation that the successor has agreed to assume this Agreement at least sixty (60) days in advance of the business structure change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of June, 2020.

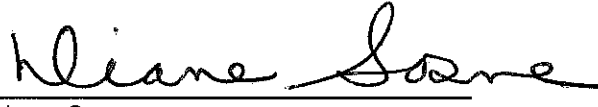
**KAISER FOUNDATION HEALTH PLAN
of WASHINGTON**


Jocelyn A. Herrera-Ternes
Vice President, Human Resources


Jocelynne P. McAduy
Sr. Director, Employee & Labor Relations


Joseph R. Killinger
Sr. Manager, Employee & Labor Relations

SEIU HEALTHCARE 1199NW


Diane Sosne
President


Phoebe Rounds
Member Program Director

KFHPWA Bargaining Team:

Dan Perrow, Sr. Director, Clinical & District Operations
Pam Rock, Ancillary Services Manager
Rory Rochelle, Director, Nursing Operations
Shauna Straight, Manager, Employee & Labor Relations
Victoria Swanson, HR Business Partner Manager
Karen Themelis, Labor Relations Specialist
Rob Nohle, Sr. Associate Medical Director, HR WPMG



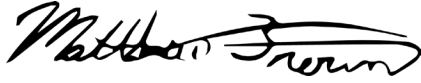
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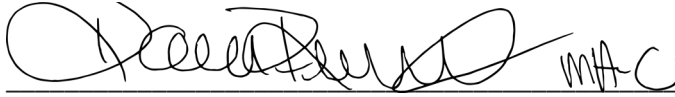
Cheryl Bilka, LPN, Primary Care, Veradale



G. Denice Bischofberger, RN, Day Surgery, Capitol Hill



Matthew Brown, Custodian, Environmental Services, Olympia



Danna Burnett, Medical Assistant, Primary Care, Port Orchard



Natalie Burns, Social Worker, Care Management, Swedish



Kevin Carter, Custodian, Environmental Services, Tacoma



Estee Carton-Bozzi, Social Worker, Care Management, Overlake



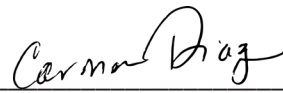
Arleigh Champ-Gibson, Spiritual Counselor, Hospice



Leslie Cohn, ARNP, Nursing Home Services



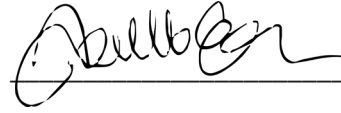
Corrie Piper, Masters Level Therapist, Mental Health and Wellness, Riverfront



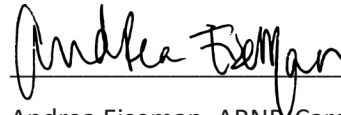
Carmen Diaz, Medical Assistant, Anticoagulation Management



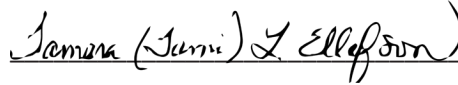
Michael Dumont, Masters Level Therapist, Mental Health and Wellness, Tacoma



Arielle Eggers, Medical Assistant, Primary Care, Kent



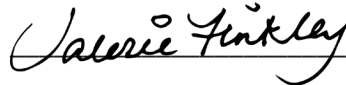
Andrea Eiseman, ARNP, CareClinics



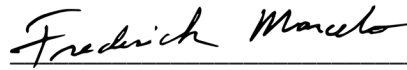
Tamara Ellefson, Medical Assistant, Pediatrics, Lynnwood



Aischol Stowers, Medical Assistant, Primary Care, Puyallup



Valerie Finkley, Health Unit Coordinator, Urgent Care, Bellevue



Frederick Marcelo, LPN, Injection Center, Northgate



Ashley Grauman, Medical Assistant, Primary Care, Everett



C. John Hall, Social Worker, Integrated Mental Health and Wellness, Bellevue



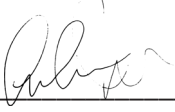
Joni Hardcastle, Social Worker, Home Health, Seattle



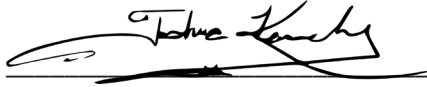
Le'Nae Jackson, Medical Assistant, Primary Care, Olympia



Cathleen Jessup, Physical Therapist, Physical Therapy, Burien



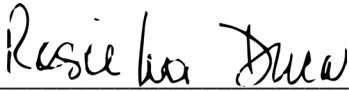
Aneshia Johnson, Medical Assistant, Primary Care, Puyallup



Joshua Kennedy, Surgical Tech, Day Surgery, Capitol Hill



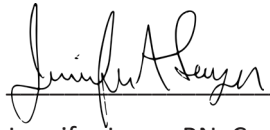
Laura Kilberg, RN, Urgent Care, Tacoma



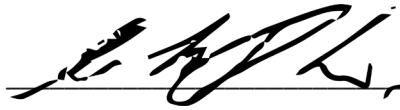
Rosie La Duca, RN, Care Management, Overlake



Kathleen Lange, ARNP, School-Based Clinics



Jennifer Layer, RN, Consulting Nurse Service



Theresa Lewis, Medical Assistant, Gastroenterology, Bellevue



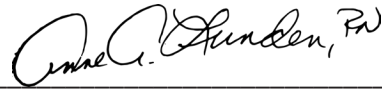
Teri Sterling, Medical Assistant, Primary Care, Puyallup



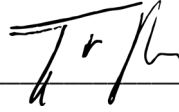
Kelsey Loomis, Medical Assistant, Specialty Float, Tacoma



Grace Lopez, Medical Assistant, General Surgery, Tacoma



Anne Lunden, RN, Primary Care, Port Orchard



Tim Ma, Physical Therapist, Physical Therapy, Bellevue



Darlene Madenwald, RN, Care Management, Renton



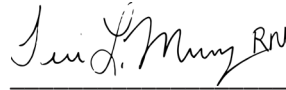
Tupamara Maestas, RN, Women's Health, Tacoma



Alanna Martin, Social Worker, Integrated Mental Health and Wellness, Capitol Hill



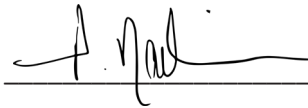
Jessica Miller, Physical Therapist, Physical Therapy, Capitol Hill



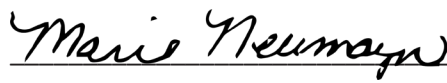
Teri Murray, RN, Care Management, Harrison



Jean Myers, Physical Therapist, Home Health, Seattle



Patricia Nail, Medical Assistant, Primary Care, Gig Harbor




Marie Neumayer, Medical Assistant, Primary Care, South Regal



Cenetra Pickens, RN, General Surgery, Tacoma



Alison Prevost, Masters Level Therapist, Mental Health and Wellness, Capitol Hill



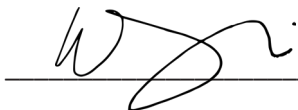
Sheryl Quiere, Medical Assistant, Primary Care, Redmond



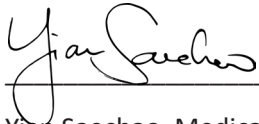
Elma Rosal, LPN, Injection Center, Burien



Daniel Ross, RN, Urgent Care, Capitol Hill



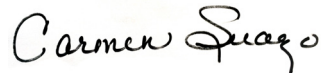
Wendy Rychwalski, ARNP, Primary Care, Northgate



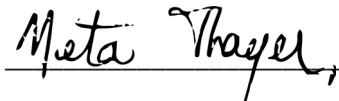
Yan Saechao, Medical Assistant, Primary Care, Factoria



Katrina Showlund, RN, Day Surgery, Tacoma



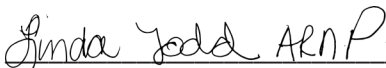
Carmen Suazo, RN, Care Management, Swedish



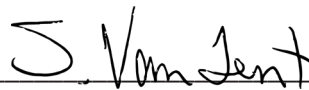
Meta Thayer, Physical Therapist, Physical Therapy, Northgate



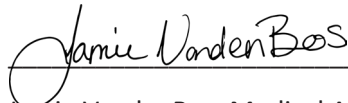
La Nita Thomas, Surgical Tech, Day Surgery, Tacoma



Linda Todd, ARNP, Nursing Home Services



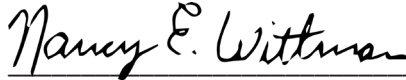
Sheri Van Tent, CS Tech II, Sterile Processing, Bellevue



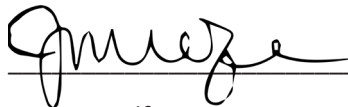
Jamie VandenBos, Medical Assistant, Primary Care, Silverdale



Mala Williams, LPN, Sports Medicine, Steele Street



Nancy Wittman, RN, Consulting Nurse Service



Jessica Wolfe, RN, Day Surgery, Capitol Hill



Lynn Youngblood, RN, Secure Message Service

ARTICLE 21 – ADDENDUMS

1) Home Health and Hospice:

- a. Home Health employees shall be compensated for the business use of their personal automobiles at the IRS rate. The Employer will make a good faith effort to have the automobile reimbursement check available each pay period contingent upon submission of required recordkeeping within Community Health Services time standards
- b. Home Health employees shall receive compensation for consumer phone calls from their homes. Calls will be paid at regular rate of pay at the nearest fifteen (15) minute increments.
- c. Employee calls to consumers and computer laptop transfer time will be considered as time worked.
- d. Cellular phones will be provided to staff for purposes of coordinated, efficient care delivery and employee and patient safety
- e. Regular employees assigned a 0.75 FTE or greater will be eligible for the full cost of an AAA “Plus” membership after six (6) months of regular employment. Regular employees assigned an FTE less than 0.75 FTE will be eligible for one half (1/2) the cost of a membership after six (6) months of employment. This policy is subject to administrative procedures or requirements as established by the Employer.

2) Inclement Weather. The Attendance Committee shall discuss the Employer’s existing policy regarding criteria for decisions about closures of facilities/service lines due to inclement weather. The Committee shall use the interest-based process to develop recommendations regarding consistent application of the policy and better meeting the goal of ensuring employee safety while providing necessary patient care during inclement weather events.

3) Dependent Care. The Employer shall bring any changes to the Bright Horizons backup childcare/eldercare benefit to the Benefits Committee for union discussion and input prior to implementation.

4) Local and National Committees and Overlapping or Conflicting Contract Language. Within sixty (60) days after ratification of the local and national agreements, the Employer and the Union agree to meet to review all local and national committees and contract language to determine applicability and avoid conflicting and/or duplicative language.

5) Equity and Inclusion Letter. The parties commit to take SEIU’s Organizational Equity and Inclusion proposal to the National Kaiser Permanente Equity, Inclusion and Diversity (EID) representative for a discussion.

6) Transit & Parking. Within ninety (90) days post-ratification, the Employer will convene a meeting with leaders from SEIU, OPEIU, and UFCW with the intent of

establishing a joint employer-union committee to discuss transit and parking for KFHPWA employees. The scope of the committee will be defined prior to the committee being established and the committee will be responsible for defining the charter.

7) PT/OT JLMC. For the purpose of addressing the issues outlined below, the committee will meet once a month starting in September 2019 through March 2020.

The Employer and the Union agree to meet with the PT/OT Joint Labor Management Committee within thirty (30) days of ratification of the PT/OT collective bargaining agreement to review work improvements recently implemented in the Clinic PT/OT Service Line to improve productivity, increase access, reduce external costs and meet patient demand. This effort includes but is not limited to a change in visit lengths.

Both parties shall ensure that decision makers from their respective party are on the committee or have their point of view adequately represented by those on the committee. Solutions on which there is joint consensus between labor and management members of the committee shall be implemented. If the committee is not able to reach joint consensus, management decision-makers will attend the committee in person and, in good faith, endeavor to reach mutually agreeable recommendations.

8) Charge/Lead/Preceptor Committee. In October of 2019, the parties will establish a committee to meet for the purpose of developing guidelines for the consistent application of Charge, Lead, and Preceptor roles and associated pay across worksites. The established committee will define the scope of the committee and charter.

TABLE OF CONTENTS: Active Side Letters

- 1.Benefits Coalition Agreement 2017-2021 – June 2017**
- 2.PT/OT Weekend Coverage Letter of Understanding – December 2017**
- 3.IRS Guidelines and Mileage Reimbursement Guidelines – May 2018**
- 4.WA Paid Family Medical Leave Act – July 2019**
- 5.PT/OT Wage Schedule – October 2019**

**Memorandum of Understanding
Between
Kaiser Foundation Health Plan of Washington (“KFHPWA”)
and
Unions United, a coalition of unions at KFHPWA that includes
SEIU Healthcare 1199NW, UFCW Local 21, and OPEIU Local 8**

Medical Benefit

The parties to this Memorandum of Understanding (“MOU”) agree that KFHPWA will provide medical benefits to eligible union-represented staff in accord with the health plan design developed and agreed to by the parties during the Unions United Benefits Coalition bargaining which resulted in a comprehensive program to encourage overall employee wellness (“Wellness Works”). The health plan design for Wellness Works will be maintained through 2021 (See attached Appendix A) and will be incorporated in the Summary Plan Description (“SPD”).

The parties agree that union-represented employees who earn the required credits in each applicable year shall pay a premium that is less than the premiums paid by union-represented employees who do not participate in Wellness Works and earn the required credits. Premium costs for both participants and non-participants are set forth in Appendix B.

New Participants

Any union-represented employee entering the benefit plan after January 1 of any year will qualify for the lower participant rate for premiums paid in the following year. They do not need to complete their health screenings or take any other action. However, an employee on the benefit plan on or after October 1 of any given program year (October 1 – September 30) must complete the Wellness Works requirements for that year in order to receive the lower premium the following year. To qualify for the lower participant premium after this the employee must meet the credit requirements for the applicable year. The intent of this paragraph is that no employee would be required to complete all the activities in less than nine (9) months from entering the benefit plan.

Spousal/Domestic Partner Surcharge

Spouses/domestic partners of employees who decline coverage offered through the spouse's employer may enroll in the KFHPWA plan through the employee at an additional premium cost of \$100 per month. The spousal/domestic partner surcharge will not apply under these conditions:

1. The employee's spouse or domestic partner (DP) is not employed
2. The employee's spouse or DP is employed and enrolls in their own employer's coverage (coordination of benefits would take effect between both plans)
3. The employee's spouse or DP is employed but his/her employer does not offer medical coverage
4. The employee's spouse or DP is not eligible to receive medical coverage from his/her employer

The employee will be asked to attest that one of these conditions is true. The failure to provide the attestation will result in the surcharge being applied.

Appeal Process

KFHPWA will notify employees regarding whether they qualify for a lower participant rate by October 31, of every year. An employee wishing to appeal a determination must submit a written appeal to Human Resources department by 180 days from the date they were notified of their participant rate for the following year. Human Resources will notify employees of appeals decisions within 30 days.

The parties agree that from 2018 through 2021, the Wellness Works team will review and issue a decision in the first level of appeal for union-represented employees who challenge qualification for the lower participant premium. If the

Wellness Works team denies a first level appeal, an employee can request a second level review by the Appeals Committee. A request for a second level review must be submitted in writing to the Appeals Committee within 30 days of the employee's receipt of the first level decision. If the employee disagrees with the Appeals Committee's decision, then the employee may request a review by the third party determined by the Appeals Committee for a third level review. A request for a third level review must be submitted in writing to the Appeals Committee within 30 days of the employee's receipt of the second level decision. The decision of the third party shall be final and binding on the employee, the union that represents the employee, and KFHPWA. Notwithstanding the grievance and arbitration provisions of any collective bargaining agreement or the claims and appeals procedures set forth in the SPD, the appeal process set forth herein shall be the sole avenue for resolving any disputes regarding whether or not an employee qualifies for a lower participant premium.

The Appeals Committee will be comprised of 3 members from the union coalition, 3 members from the Administration, with alternates for each member, and a representative from Labor Relations, who will chair the committee and be the deciding vote in case of a vote that is tied. The Appeals Committee will review appeals at the second level based on the eligibility criteria of the Plan. At least 2 voting members (1 from union and 1 from Administration) and the Chair are needed for a quorum to hold a meeting.

Dental Plan

Dental plans and employee cost share percentages currently in place will continue through 2021.

Benefits Labor Management Committee

The parties agree to continue a Benefits Labor Management Committee ("BLMC") to meet at least quarterly to discuss issues related to medical and dental benefits. The BLMC will be comprised of employee representatives from all the bargaining units in the coalition in addition to union staff representatives. Management representatives will include the employee benefits manager, the wellness coordinator and KFHPWA Labor Relations representatives. The BLMC will review and provide input regarding various aspects of Wellness Works, including data relating to utilization and utilization trends, plan design and requirements and focused outcomes of containing costs. The BLMC will also review and provide input regarding dental renewals, plan design and cost.

Attendance and Absenteeism Committee

Within thirty (30) days of ratification, the parties agree to form an Attendance and Absenteeism Committee (AAC) to meet at least quarterly to discuss issues and identify best practices to improve attendance at KFHPWA. The goal of the committee is to support employee wellness and improve attendance through addressing the root causes of absenteeism. The AAC will be comprised of employee representatives from all the bargaining units in the coalition in addition to union staff representatives. Management representatives will include Human Resources, Providers and operational leaders. Areas of focus will include but are not limited to: identification of root causes of absenteeism, encouragement of appropriate uses of leave, creation of a toolkit to address holistic concerns, regular and standardized data-sharing regarding attendance, development of best practices for communication between managers and employees about their attendance status, improved wellness of employees, improved engagement, and additional opportunities around absenteeism.

Nondiscrimination

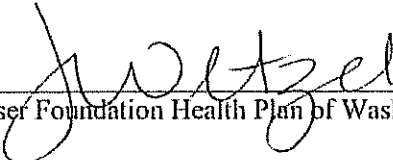
The parties agree that participation or non-participation in Wellness Works will not impact job performance evaluations, nor will there be any penalty or discrimination based upon participation or non-participation in the program.

Termination and Renewal

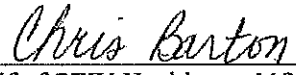
This MOU shall be in full force and effect until the expiration date of December 31, 2021, and shall continue in effect from year to year thereafter unless any party gives notice, in writing, no earlier than December 1, 2020 and no later than December 31, 2020 of its desire to terminate or modify such Agreement; provided that, in the event that any party serves written notice in accordance with this Section, any strike or stoppage of work after the expiration date shall not be deemed in violation of any provision of this Agreement, or any other provision of an existing collective bargaining agreement between the parties. It is anticipated that existing collective bargaining agreements between the parties will expire prior to the expiration of this MOU. The terms set forth in this MOU shall not be subject to bargaining during the negotiations for the collective bargaining agreements unless both parties agree in advance.

No later than March 30, 2021, any party to this agreement may terminate their participation in the Benefits Coalition and shall have the right to propose to modify existing terms or provisions of the health plan as provided in this MOU; and separate from any other agreements that may be reached.

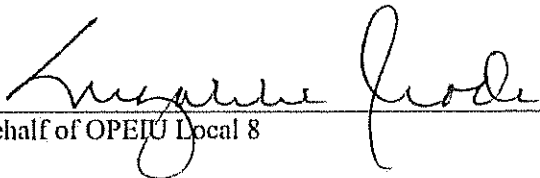
The parties to this agreement acknowledge the time-sensitive nature of implementing any successor agreements that would require health plan or wellness program changes in 2022. As a result, the unions and KFHPWA commit to completing negotiations by June 30, 2021.


On behalf of Kaiser Foundation Health Plan of Washington (KFHPWA)

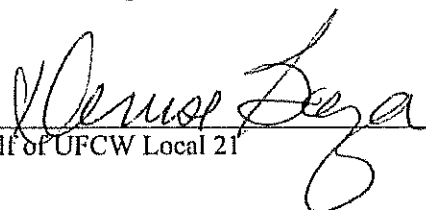
6/12/17
Date


On behalf of SEIU Healthcare 1199NW

6/15/17
Date


On behalf of OPEIU Local 8

6/12/17
Date


On behalf of UFCW Local 21

6-12-17
Date

Appendix A

Benefit Summary

Kaiser Foundation Health Plan of Washington (KFHPWA) – Wellness Works Union Plan

Group Number: 1206900/4206900

Effective Date: 1/1/2018

This is a brief summary of benefits based on current information, not to be mistaken for a contract or Certificate of Coverage. This summary is for general information purposes only. Based on final benefit determinations, KFHPWA reserves the right to modify, this summary, in whole or in part.

Benefits	Inside Network
Annual plan deductible	Employee pays \$100 individual /\$200 family
Plan coinsurance	No plan coinsurance
Annual Out-of-pocket limit	\$1,000 individual /\$2,000 family (all cost shares for covered services count towards this limit)
Lifetime maximum	Unlimited
Pre-existing condition (PEC) waiting period	No PEC
Office visit - primary	\$20 copay Includes, but is not limited to, family practice, general practice, internal medicine, nutrition, obstetrics & gynecology, occupational medicine, osteopathy, pediatrics, respiratory therapy, urgent care, and women's health care
Office visit - specialty	\$25 copay Includes, but is not limited to, allergy & immunology, anesthesiology, cardiology, critical care medicine, dentistry, dermatology, endocrinology, gastroenterology, genetics, hepatology, infectious disease, neonatal-perinatal medicine, nephrology, neurology, nematology/oncology, ophthalmology, ENT/otolaryngology, pathology, physiatry, podiatry, pulmonary medicine/disease, radiology (nuclear medicine/radiation), rheumatology, sports medicine, general surgery (all specific surgeries) and urology
Hospital services	Inpatient: \$100 copay, per admit Outpatient: \$50 copay
Prescription drugs (some injectable drugs may be covered under outpatient services)	\$15 generic/\$30 copay brand for 30-day supply Certain chronic condition medications (determined by KPHPWA) subject to a \$5 copay for 30-day supply
Prescription mail order	\$5 discount per 30 day supply. Copay waived for 90-day supply of certain chronic condition medications.
Ambulance services	Plan pays 80%, you pay 20%
Chemical dependency	Inpatient: \$100 copay, per admit
Devices, equipment, and supplies <ul style="list-style-type: none"> - Durable medical equipment - Orthopedic appliances - Post-mastectomy bras limited to two (2) every six (6) months - Ostomy supplies - Prosthetic devices 	20% coinsurance, with cost shares waived for specific devices

Diabetic supplies	Insulin, needles, syringes and lancets – see prescription drugs External insulin pumps, blood glucose monitors, testing reagents and supplies – see devices, equipment and supplies. When devices, equipment and supplies or prescription drugs are covered and have benefit limits, diabetic supplies are not subject to these limits.
Diagnostic lab and x-ray services	Inpatient: covered under hospital services Outpatient: covered in full. \$50 copay for high-end imaging (MRI, CT, PET), up to \$200 maximum per calendar year. High-end radiology imaging services such as CT, MRI and PET must be medically necessary, and requires prior authorization except when associated with emergency or inpatient services.
Emergency services (copay waived if admitted)	\$100 copay at a designated facility \$150 copay at a non-designated facility
Hearing hardware	Plan pays \$300 per ear every 36 months
Manipulative therapy	Subject to office visit copay. Covered up to 10 visits per calendar year without prior authorization.
Massage services	See rehabilitation services
Maternity services	Inpatient: \$100 copay, per admit Outpatient: subject to office visit copay. Routine care not subject to copay.
Mental health	Inpatient: \$100 copay, per admit Outpatient: Covered in full for the first ten (10) visits, all additional visits are covered subject to the office visit copay.
Naturopathy	Subject to office visit copay. Covered up to 3 visits per medical diagnosis per calendar year without prior authorization; additional visits when approved by plan.
Organ transplants Donor search & harvest applies to lifetime max	Unlimited, no waiting period Inpatient: \$100 copay, per admit Outpatient: subject to office visit copay
Preventive care Well-care physicals, immunizations, pap smear exams, mammograms	Covered in full Women's preventive care services (including contraceptive drugs and devices and sterilization) are covered in full.
Rehabilitation services (occupational, speech, physical including services for neurodevelopmentally disabled children)	Inpatient: \$100 copay, per admit; 60 days per calendar year Outpatient: subject to office visit copay; 60 visits per calendar year Rehabilitation visits are a total of combined therapy visits per calendar year.
Skilled nursing facility	Covered in full, up to 60 days per calendar year
Sterilization (vasectomy, tubal ligation)	Inpatient: \$100 copay, per admit Outpatient: subject to office visit copay
Temporomandibular Joint (TMJ) services	Inpatient: \$100 copay, per admit Outpatient: subject to office visit copay Plan pays \$1,000 per calendar year; \$5,000 lifetime maximum
Tobacco cessation	Quit for Life program – covered in full
Optical hardware Lenses, including contact lenses and frames	Plan pays \$150 per 12 months

Appendix B

Wellness points and premium costs

Wellness Plan –The Wellness Works plan will focus on cardiovascular health (heart health). Key heart health factors are body mass index (BMI), blood pressure (BP), and tobacco use (nicotine). The Wellness Works Plan will provide medical premium discounts by earning points. The key areas of the plan are:

- Health Screenings
 - Health Assessments
 - Journeys
 - Points
 - Wellness Works Champions
 - Volunteer Activities
-
- **Health Screenings** – Health screenings will be an option for the employee to earn a discount on the medical plan premium. The screening will provide employees with their key numbers (BMI, BP and nicotine) to better manage their health. Healthy ranges are as follows:
 - **Nicotine** is no tobacco use
 - **Blood Pressure** is less than or equal to 140/90 mmHg
 - **BMI** is less than 30 or there is a 5% body weight loss from prior year's results.
- Screenings administered by a third party will be available annually at KFHPWA sites for convenience. Or, numbers can be verified by a provider by completing the *Health care provider form*.
- **Health Assessments** – To be eligible for a premium discount, employees are required to complete the online Health Assessment. The assessment gives a health score indicating potential for improvement and recommendations for action. The recommendations are called “Journeys”.
 - **Journeys** – Employee can earn points by taking a journey. A journey is a personalized online tool to help individuals engage in activities and track progress towards their health goals. Journeys focus on nutrition, weight management, physical activity and better management of chronic conditions.
 - **Points** - Employees will have an opportunity to qualify for a discount on medical plan premiums by earning points. One (1) point is equal to one dollar (\$1.00). The health assessment is required to be completed by the employee every year to be eligible for a discount.

Wellness Works Points Program

- Health Assessment required, plus:

Employees

Activity	Points
Biometric screening	400
BMI – YoY improvement	100
BP – Healthy Factor	100
Health Assessment	200 (required)*
Tobacco non-user (self-report from the HA)	200
Journey (up to 3/year)	200/Journey
Track (earned for 300 on daily wellness meter)	8 per day (cap at 400 points)
Weight Watchers	200
Quit For Life	200
Wellness champion or Volunteer credit	200
Rally	Prize drawing

*get-what-you-earn model but must complete HA by EOY

Total points available	2600
Maximum points earned	1200
Total incentive available	\$1200

Standard premium WITHOUT discount (2018-2021)

Employee only	\$130/mo.
Employee + spouse/partner	\$155/mo.
Employee + children	\$155/mo.
Family	\$185/mo.

Discounted premium after applying *MAXIMUM* points (2018-2021)

Employee only	\$30/mo.
Employee + spouse/partner	\$55/mo.
Employee + child	\$55/mo.
Family	\$85/mo.

[Below is the Medical Insurance article from each coalition union CBA, with amended language per this Memorandum of Understanding, underlined]:

OPEIU

Section 13.01 Health Insurance. The Employer shall provide its generally applicable employee medical, surgical and hospital services coverage for all regular employees from the first of the month following two (2) months of regular employment, subject to the conditions set forth in the Plan and subject to the employee's agreement to make the bi-weekly premium-share contribution. Medical, surgical and hospital services coverage shall be provided to employees assigned an FTE of .50 or greater. The Employer shall provide complete dependent coverage (including dependent children who are under the age of twenty-six (26) and are eligible to enroll in this plan) for regular employees assigned a .75 or more FTE. The Employer agrees not to reduce the current level of medical, surgical, and hospital services coverage for medical insurance under this Article during the term of this Agreement without negotiating with the Union. This shall include the conditions of co-payments and deductible. This commitment shall not apply to administrative (non-benefit) changes that may occur to the plan.

SEIU

12.1 Medical Insurance. The Employer shall provide a medical plan for eligible regular, full-time and part-time employees assigned 0.5 FTE or greater, effective the first of the month following two (2) months of continuous eligible employment. As an exception to this Article, employees enrolled in the medical plan as of January 22, 2005 who are 0.26 - 0.49 FTE shall not lose eligibility for coverage during the term of this agreement. Provided however, that if such an employee's FTE subsequently increases to 0.5 or above, the employee will become ineligible for coverage if his/her FTE later drops back below 0.5 FTE.

The Employer shall also provide family member coverage (including dependent children who are under the age of twenty-six (26) and are eligible to enroll in this plan) for regular employees assigned a 0.75 FTE or greater, subject to the employee's agreement to pay the required monthly premium cost share. Employees with a 0.5-0.74 FTE can enroll their eligible family members into the medical plan, subject to the employee paying the full cost of the family member's coverage.

UFCW

14.01 Health Insurance. The Employer shall provide medical, surgical and hospital services coverage for all regular full-time and part-time employees effective the first of the month following two (2) months of eligible employment. Medical, surgical and hospital services coverage shall be provided to employees assigned an FTE of .5 or greater. The Employer shall also provide dependent coverage (including dependent children who are under the age of twenty-six (26) and are eligible to enroll in this plan) for regular employees assigned a .75 or more FTE status, subject to the employee's agreement to pay the required monthly premium-share contribution.

Letter of Understanding: PT/OT Weekend Coverage

The Employer and Union agree to the following commitments regarding PT/OT weekend coverage requirements.

Standby

Standby for weekend coverage will be from 8a-2p on Saturday and Sunday. While on standby the staff will be paid according to Article 8.4 of the SEIU PT/OT contract. Once the employee commits to be on standby they are available to work any and all hours and will be paid standby pay for these hours.

Weekend Hours Worked

Weekend hours worked will be paid according to Article 8.6 of the SEIU PT/OT contract for a minimum of 3 hours per calendar day.

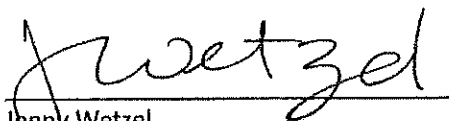
Assignment of Weekend Coverage

The Employer will notify all employees of the need for volunteers at least 45 calendar days in advance of the weekend coverage requirement and provide 30 calendar days' notice for mandatory assignments. Such mandatory assignments shall be for either Saturday or Sunday.

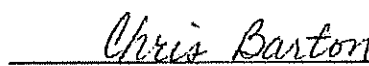
- Volunteers from the home clinic would be assigned first for weekend shifts
- Volunteers from clinics within the home clinic pod
- Volunteers from any clinic
- In the absence of volunteers, staff would be assigned to weekend coverage based on reverse seniority order at the home clinic

Signed and dated this 16th day of December, 2017.

For the Employer:


Jenny Wetzel
Vice President, Employee & Labor Relations
Kaiser Foundation Health Plan of Washington

For the Union:


SEIU Healthcare 1199 NW

Addendum
Regarding IRS Guidelines and Mileage Reimbursement
By and Between
KFHPW and SEIU Healthcare 1199NW, OPEIU Local 8, & UFCW 21

KFHPW mileage reimbursement is subject to IRS Guidelines. This Addendum is intended to supersede any current CBA language or addendums in defining employees' commute and reimbursable miles only.

Commute miles are the round trip distance from an employee's personal residence to their assigned work location. Moving forward, only miles in excess of these commute miles can be claimed as reimbursable miles.

An employee's **assigned work location** is the location designated by KPWA and aligns with the location that the employee works most frequently. This location does not change, regardless if an employee works at other locations.

The following examples illustrate how to calculate reimbursable mileage:

Example 1: Three clinics, A, B, C. Employee's assigned work location is A, which is 20 miles from their home address. They are asked to work at location B to begin their day which is 30 miles from their home address.

- They will be compensated for the 10 miles each way for a total round trip difference of 20 miles (30 miles to Clinic B – 20 commute miles = 10 reimbursable miles each direction).

Example 2: Three clinics, A, B, C. Employee's assigned work location is A, which is 20 miles from their home address. They are asked to work at location B to begin their day which is 30 miles from their home address. During the day the employee is asked to go to clinic C which is 40 miles from their home address and 10 miles from clinic B.

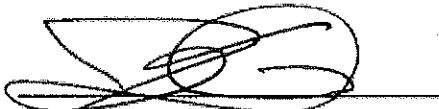
- Total miles: 30 (home to B) + 10 (B to C) + 40 (C to Home) = 80
- Commute miles: 20 (home to A) + 20 (A to home) = 40
- Total reimbursable miles: 80 (total miles) – 40 (commute miles) = 40

Reference: *Business Expense Reporting and Reimbursement - Travel and Entertainment Expenses*
NATL.FIN.FSO.001 Policy.

KFHPW will agree to meet on or before June 30, 2018 with union leaders in order to assess the potential impact of this change.

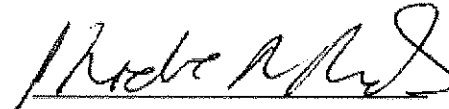
Signed and dated this 8th day of May, 2018.

For the Employer:

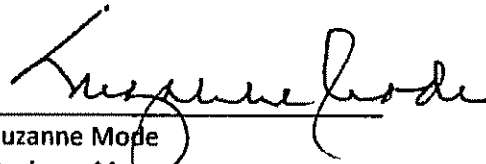


Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPW

For the Union:



Phoebe Rounds
Lead Organizer
SEIU Healthcare 1199 NW

A handwritten signature in black ink, appearing to read "Suzanne Mode", written over a horizontal line.

Suzanne Mode
Business Manager
OPEIU Local 8

A handwritten signature in black ink, appearing to read "Erin Adamson", written over a horizontal line.

Erin Adamson
HealthCare Membership Director
UFCW 21

**Memorandum of Understanding
By and Between
Kaiser Foundation Health Plan of Washington (KFHPWA)
And
OPEIU Local 8, SEIU 1199NW and UFCW Local 21**

Washington Paid Family Medical Leave Act (WPFMLA)

May 1, 2019

Washington Paid Family Medical Leave (WPFML). Employees shall be eligible for Washington Paid Family Medical Leave, including paid leave and job protection, as per the eligibility requirements set forth in RCW Ch. 50A.04.

Implementation of premiums for WPFML. KFHPWA shall withhold from the gross wages of each employee in Washington such amounts as are permitted or required to be deducted from employee wages pursuant to the Washington State Family and Medical Leave Program, Ch. 50A.04 RCW and regulations issued thereunder, and shall remit such amounts to the Washington State Employment Security Department in accordance with law. The applicable employee deductions will commence on the following dates:

- OPEIU – 01/01/2020
- SEIU (All CBAs) – 01/01/2020
- UFCW Protech/Optical – 01/01/2020
- UFCW Pharmacy – 11/01/2020

In-Service Cash Out. Effective with the election for cash out on or after January 1, 2021, employees may elect to cash out up to one hundred sixty (160) hours of PTO per year of their future annual accrual as provided in the Kaiser Permanente "In-Service Cash Out" (ISCO) benefit provisions. Such election must be made during Open Enrollment of the calendar year preceding the calendar year the cash out will occur. Such election is irrevocable.

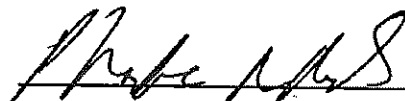
Supplementation. The parties agree that in accordance with the WPFMLA, employees may choose to use PTO, EIB and/or STD to supplement paid leave benefits effective January 1, 2020.

No reduction in benefits. There shall be no reduction in the level of current leave benefits, including PTO, EIB, and Short-Term Disability, in conjunction with the implementation of this agreement regarding WPFML.

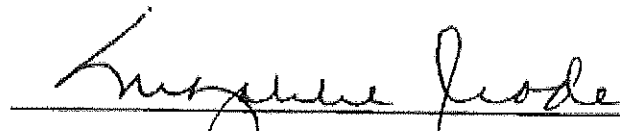
Signed by:


Joe Killinger on behalf of KFHPWA

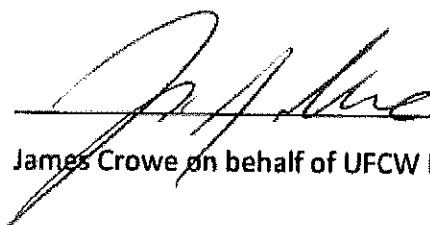
07/17/2019
Date


Phoebe Rounds on behalf of SEIU 1199NW

7/17/19
Date


Suzanne Mode on behalf of OPEIU Local 8

7/23/19
Date


James Crowe on behalf of UFCW Local 21

9-11-2019
Date

Job Code	Job Title	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1122	Physical Therapist	11	37.74	38.66	39.63	40.64	41.65	42.46	43.31	44.18	45.09	45.97	46.90	47.85	48.80	49.77	50.77	50.77	51.78	51.78	52.83	52.83	53.88	53.88	54.95
1121	Occupational Therapist	11	37.74	38.66	39.63	40.64	41.65	42.46	43.31	44.18	45.09	45.97	46.90	47.85	48.80	49.77	50.77	50.77	51.78	51.78	52.83	52.83	53.88	53.88	54.95
The wage rates listed for the classifications above reflect a 2% market adjustment and an across the board increase of 3% minus \$.09 over November 2018 wages.																									

Job Code	Job Title	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1131	Physical Therapist (TPT)	61	43.40	44.46	45.57	46.74	47.90	48.83	49.81	50.81	51.85	52.87	53.94	55.03	56.12	57.24	58.39	58.39	59.55	59.55	60.75	60.75	61.96	61.96	63.19
1132	Occupational Therapist (TPT)	61	43.40	44.46	45.57	46.74	47.90	48.83	49.81	50.81	51.85	52.87	53.94	55.03	56.12	57.24	58.39	58.39	59.55	59.55	60.75	60.75	61.96	61.96	63.19

