COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

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

Kaiser Permanente
RN/ARNP
2019 - 2023

COLLECTIVE BARGAINING AGREEMENT

By and Between

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON, INC.

(KFHPWA)

And

SEIU HEALTHCARE 1199NW

REGISTERED NURSES/

ADVANCED REGISTERED NURSE PRACTITIONERS (ARNP)

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 nursing through the promotion of equitable employment standards.

ARTICLE 1 – RECOGNITION

1.1 Recognition. Pursuant to the National Labor Relations Board Certification dated May 26, 1983 (Case No. 19-RC-10700) and as subsequently agreed to by the parties in January 2005, the Employer recognizes the Union as the sole and exclusive representative for all Registered Nurses employed by the employer as Registered Nurses at all of the Employer's locations, including, but not limited to the following: staff nurse, visiting nurse, liaison nurse, nurse practitioner, consulting nurse, and registered nurse/oncology, employed by the Employer at the Employer's medical centers , excluding nurses in supervisory and administrative/management positions and all other employees.

1.2 New Classifications. New registered nurse 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 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 nurses using this voluntary deduction will be transmitted to the PAC Fund. The Union and each nurse 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 nurse.

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.

> **3.1.1 New Employee Orientation**. During the Employer's new hire orientation program, KFHPWA will make a conference room available for up to one-half (½) 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.

3.2 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 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.

3.7 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 the employee's 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 - RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

4.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of health care, efficiently and economically, and/or meeting medical emergencies. Except as modified elsewhere in this Agreement, the Union recognizes the right of the Employer to operate and manage KFHPWA including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; 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 and transfer employees; to discipline, demote or discharge employees for just cause; to layoff employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate 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. The following employees will be subject to a three (3) calendar month probationary period: (1) employees hired to work on a full-time basis, and (2) employees hired to work on a part-time basis at a 0.5 FTE or more.

Employees in the following categories shall be subject to a six (6) month probationary period: (1) employees hired to work on a part-time basis at less than a 0.5 FTE; (2) nurse practitioners; and (3) employees hired as resident nurses.

After completing the applicable probationary period, the employee shall be considered regular unless specifically advised by the Employer of an extended probationary period. In no event shall the probationary period exceed six (6) months. Prior to extending the probationary period, the employee shall receive a written evaluation. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. Probationary employees shall not be required to give two (2) weeks' notice of intention to terminate.

5.2 Regular Full-Time Employee. For benefit purposes, a regular full-time employee is one who in the performance of assigned duties normally works a regular continuing schedule of forty (40) hours per week or, in Urgent Care and other 24/7 settings as allowed under applicable overtime law, eighty (80) hours per fourteen (14) day period. Irregular seventy (70) hours per ten (10) day period, or thirty-six (36) hours per three (3) day period schedules also constitute full time.

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. Proration of Paid Time Off benefits shall be based on all straight-time hours paid in a regular job assignment.

In lieu of all fringe benefits (see Section 5.11), a part-time nurse may elect a fifteen percent (15%) wage premium until March 31, 2009. Due to IRS regulations, after that date this option will no longer be available. Employees who are receiving the fifteen percent (15%) wage premium as of March 31, 2009 may continue to receive the premium. However, when an employee who is receiving the premium elects to opt for benefits, the employee may not thereafter request the fifteen percent (15%) wage premium.

Employees who are receiving the wage premium may elect to opt for benefits between the dates of July 1 through July 10 of every year or at the first of the month following an increase in the employee's FTE to 0.5 or greater from an FTE of 0.49 or less. Additionally, employees receiving the wage premium who thereafter opt for benefits will be able to receive medical coverage as of the first day of the month after opting for benefits. The two (2) month waiting period will not apply.

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 terminated 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 Resident Nurse. A registered nurse whose clinical experience after graduation is less than six (6) months or a registered nurse who is returning to practice, with no current clinical training or experience in the opinion of Nursing Administration. A resident nurse shall be assigned under the close and direct supervision of designated preceptor(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended by mutual agreement between the Employer and individual nurse involved. A resident nurse who is required to function continuously without close and direct supervision and who is assigned the same level of responsibilities as a staff nurse shall be promoted to the position of staff nurse.

5.6 Staff Nurse. A registered nurse who is responsible for the direct and indirect nursing care of the patient in either inpatient or outpatient setting. An experienced registered nurse returning to practice who has recently satisfactorily completed a nursing refresher course approved by Nursing Administration shall be classified as a staff nurse for starting salary purposes.

5.7 Charge Nurse. A registered nurse who is assigned by Nursing Administration specific responsibilities for a designated time period in a defined work area within an acute or outpatient facility. The charge nurse functions under the direction of the nurse manager. These responsibilities may include but are not limited to facilitating information flow within the work unit and among departments; assisting in the orientation of new employees, serving as a resource for problem solving, policy, procedure, standards of care and quality assurance; assigning break and lunch coverage; assigning patient care based upon acuity; coordinating patient placement; and projecting staffing needs for the current/next shift. The charge nurse designation is appropriate when the nurse is assigned a substantial portion of these recognized responsibilities for groups of patients.

5.8 Nurse Practitioner. A registered nurse with additional education or training in health care delivery possessing the skills and knowledge for diagnostic evaluation and treatment of patients with full prescriptive authority. The practitioner functions in a collaborative relationship with other health care professionals in the clinical management of patients.

Nurse Practitioners working 0.5 FTE or greater will be compensated as exempt (salaried) employees under the Fair Labor Standards Act and will not be eligible for overtime compensation.

This entire CBA shall apply to exempt Nurse Practitioners unless otherwise noted, except the following provisions shall not apply**:** Article 7.5 (Rest Between Shifts); Article 7.9 (Doubleback Pay); Article 8.5 (Shift Differential); Article 8.7 (Callback Pay); Article 8.8

(Work in Advance of Shift), Article 8.9 (Work on Day Off), Article 8.11 (Report Pay), ; and Article 8.17 (Float Pool Premium)

5.9 Visiting Nurse. A registered nurse with a baccalaureate degree or equivalent clinical experience, which has qualified the nurse to work as a community health/visiting nurse.

5.10 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching and communication skills who has completed the appropriate in-service program and is assigned by the Employer the responsibility for planning, organizing, and evaluating the orientation of newly hired registered nurses, newly transferred registered nurses and resident nurses. 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 nurses may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department or facility as determined by nursing management. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. It is understood that registered nurses 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 nurses, floats, registry and ancillary personnel.

5.11 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.

5.12 Nursing Technician. A nursing student employed in a hospital licensed under Chapter 70.41 RCW or a nursing home licensed under Chapter 18.51 of the RCW, who:

a) Is currently enrolled in good standing in a nursing program approved by the commission and has not graduated; or

b) Is a graduate of a nursing program approved by the commission who graduated.

The purpose of the role of Nursing Technician is to provide opportunity for students enrolled in an AND or BSN program to gain experience within the limits of their education, but not limited to the scope of functions of nursing assistant-certified. The registered nurse is responsible at all times for supervising the Nursing Technician. Supervision is defined in WAC 246 840 880.

5.13 WWA Seniority Defined. Seniority shall mean an employee’s continuous length of service as a registered nurse 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.

5.14 Liaison Nurse Seniority Defined. Seniority shall be defined as time worked in the bargaining unit plus time worked in the job classification. For purposes of unit layoff, unit job posting and vacation scheduling, seniority shall be defined as the date of hire into the job classification.

5.15 EW Seniority Defined. Seniority shall mean an employee's continuous length of service 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.

5.16 RN Care Management Spokane and Northwest District. Seniority shall be determined by the employee's most recent date of hire as a RN. 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 the most recent date of regular hire.

5.17 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 employees' 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.

5.18 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.

5.19 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.

Previously accrued Paid Time Off shall be paid upon transfer to temporary status. Employees changing to temporary employment status may not use previously accrued EIB hours during such temporary status. Temporary employees returning to regular status without a break in service within twelve (12) months shall have previously accrued EIB hours reinstated.

5.20 Work Unit. A work unit is defined as primary care services in a medical center; specialty services in a medical center; a separately established urgent care department in a medical center with its own identified staff; a separately established ambulatory surgery center department in a medical center with its own identified staff; Home Health & Hospice services in a branch office of Continuing Care; Nursing Home Services; Bartell Drugs Care Clinics.

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 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 other applicants. 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.

6.5.1 ARNP Notice of Resignation. Notice of resignation for regular status ARNPs is ninety (90) days.

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. All nurses will be formally evaluated in writing prior to completion of the residency or probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is an educational tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including self-evaluation as well as co-worker input, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the nurse's personnel file.

6.8 Pay Days. The Employer will pay employees every other Friday. Payroll deposit information will be available on Thursday for employees. 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 in 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 on 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 Nursing Practice Committees. Such programs shall be consistent with the standards established by the Joint Commission on Accreditation of Hospitals. Participation in in-service education shall be one criteria used in performance evaluation.

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 Floating. The Employer retains the right to change the employee's daily work assignment to meet patient care needs. Employees will not be required to perform tasks or procedures for which they have not been currently trained. In consultation with unit preceptors and employees regularly assigned to the unit, managers will develop unit specific orientation tools to be used by employees floated into the unit. Employees will only be floated to those areas where they have received adequate orientation, except in cases of emergency. The Employer will notify employees as far in advance as possible if they are to be floated to another work area. Employees will not be required to float to more than one (1) work unit per shift, except in cases of emergency. Efforts shall be made to return a floated employee to the floated employee's regularly assigned unit rather than replace the employee with another float. At the request of the employee or union, the parties shall meet to discuss and problem solve any situation where an employee in a Specialty Center or location with multiple Primary Care units is floated out of their unit for twenty-five percent (25%) or more of their shifts over a three (3) month period.

6.12 Transfer. Nurses may transfer within KFHPWA without loss of accrued benefits 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.

6.13 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.

6.14 - Dual Licensure. When KFHPWA requires more than one state RN license, the second and any subsequent license fees for such dual licensure will be paid by the Employer.

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. KFHPWA has a commitment to the eight (8) hour shift as the normal workday. KFHPWA will not involuntarily reduce an employee's workday to a shift of less than eight (8) hours duration for the primary purpose of achieving cost savings.

7.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period (beginning Sunday and ending Saturday) or eighty (80) hours of work within a fourteen (14) day period in Urgent Care and other 24/7 settings as allowed under applicable overtime law.

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 work week, 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 Non-Exempt Employees. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal or scheduled work shift (8, 9, 10); provided however, all additional overtime after twelve (12) consecutive hours shall be paid at double (2X) the employee's regular rate of pay (except as noted in the 12/40 alternative staffing pattern or the Twelve hour innovative weekend schedule addendums). The regular rate of pay shall include shift differential and any special service premium. Paid Time Off, and all other categories of paid absences will be excluded as time worked from the determination of the obligation to pay overtime and the calculation of the overtime. The calculation of double-time will be on the same basis as overtime at time and a half, i.e., the obligation to pay double time shall be based on actual hours worked. Overtime worked consecutive to the regularly scheduled shift shall

be considered part of the regularly scheduled shift. Upon the mutual consent of the employee and immediate supervisor, employees working a seven (7) day work period may schedule compensatory time off in lieu of receiving overtime pay providing the time off is scheduled during the same work week in which the overtime was worked. Compensatory time off will be scheduled off at the rate of time and one-half (1½) unless the schedule change is for the employee's convenience in which case compensatory time off will be at the straight time rate. Compensatory time off may be taken on a low census day. All overtime must be arranged by supervision.

Each department and/or unit shall establish procedures for the approval of overtime. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of a scheduled shift of at least eight (8) hours or more in duration. Thereafter, overtime will be paid to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the shift. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation paid at the rate of one and one-half (1½) of the regular rate of pay which would result in compensation exceeding one and one-half (1½) for the same hours worked.

7.4.1 Additional Shifts for Exempt Employees. Nurse Practitioners who work additional shifts beyond their regular schedule/FTE shall be compensated on a lump sum basis: up to five (5) hours worked (5 hours x regular rate), over five (5) and up to eight (8) hours worked (8 hours x regular rate), over eight (8) and up to ten (10) hours worked (10 x regular rate), and over ten hours worked (12 times the regular rate).

7.5 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at one and one-half (1½) times the regular rate of pay.

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 ½) times their regular rate of pay. Staff receiving straight time pay take precedence over staff getting compensated at one and a half (1 ½) 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)

7.7 Work Schedule Posting. The employer retains the right to adjust work schedules to maintain an efficient and orderly operation. A four (4) week schedule shall be posted at least two (2) weeks prior to the beginning of the scheduled work period.

7.8 Rotation. There shall be no rotation of shifts except by mutual agreement between the Employer and the employee. Any employee who rotates shifts by mutual agreement shall receive four dollars ($4.00) per hour for each hour worked in addition to the employee's regular rate of pay. The Employer shall have the right to revert back to non-rotating shifts after thirty (30) days' advance notice to the employee. In such event, the affected employee shall have the option of regular assignment to one of the shifts to which the employee previously rotated.

7.9 Doubleback Pay. When an employee is required to work two (2) complete shifts within a twenty-four (24) hour period, the first of which is not a normally scheduled shift, all time worked on the second shift shall be paid at the rate of time and one-half (1½) the regular rate of pay. The twenty-four (24) hour period begins with the start of the first shift worked.

7.10 Meal and Rest Periods Non-Exempt Employees. All employees shall receive an unpaid meal period of at least one-half (½) 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.

7.11 Daylight Savings Time. Employees who work the night shift during the conversion from Pacific Standard Time to Pacific Daylight Savings Time will be compensated for all hours worked. In no case will employees be required to work additional hours in order to fulfill the shift hours normally worked.

Employees who work the night shift during the conversion from Pacific Daylight Savings Time to Pacific Standard Time will be paid one and one-half (1-½) times the regular rate of pay for all hours worked beyond the normal shift.

7.12 Low Census. During a temporary period of low census, the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required.

7.12.1 Hospital/Home Health and Hospice Low Census. Hospital/Home Health & Hospice, Ambulatory Surgical Departments, Shared Procedures Low Census. Where unanticipated low census occurs in the inpatient facility, Tacoma, Bellevue, Capitol Hill ambulatory surgery units, Bellevue and Capitol Hill Shared Procedures Units, or Home Health and Hospice, the following steps will be taken in the order below:

1. Floating where there are patient care needs

2. Voluntary low census.

3. Other nursing related work assignments or skill development consistent with organizational and patient care needs as determined by the Employer. These activities will be funded up to a maximum amount of $100,000 per calendar year (one fund for all SEIU units).

ARTICLE 8 – WAGES

8.1 Wage Schedule. 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.

ARNPs Only: Effective the first full pay period on or after October 1, 2019, there shall be one ARNP pay scale for all ARNP practice areas that is equivalent to the Care Clinic/NHS/Mental Health scale. Current ARNP employees on the lower scale shale be place on the new, higher pay scale at the same step as they are currently on. All the former lower scales shall be discontinued.

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 clinical nursing 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 nursing education without a break in nursing experience which would reduce the level of nursing skills and is experience relevant to that required in the position for which the nurse is being hired in the opinion of Nursing Administration. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired nurses in all other circumstances.

8.2.1 ARNP Hire-In Rates:

ARNPs with 2-5 years of experience will be hired in at no less than step 2.
ARNP with 6-10 years of experience will be hired in at no less than step 3.
ARNPs with 11-15 years of experience will be hired in at no less than step 5.
ARNPs with 16-20 years of experience will be hired in at no less than step 10.
ARNPs with 21 or more years of experience will be hired in at no less than step 12.

8.3 ARNP Additional Pay.

8.3.1 ARNP Project Pay. GHC recognizes the importance of ARNPs in the continued redesign of our healthcare delivery system and commits to providing extra compensation in the form of non-productive project work paid at the rate of forty-six dollars ($46.00) per hour to compensate NPs engaged in mutually agreed upon projects/non-clinical work that supports the NP plan and GHC goals.

8.3.2 ARNP L&I Forms Pay. KFHPWA will pay ARNPs ten dollars ($10) for completing L&I forms predicated upon verification that this is current practice for PA staff performing the same work.

8.3.3 Nurse Practitioner Nursing Home Services AAA/Mileage. 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 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.

Employees shall be reimbursed 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 Home Health & Hospice time standards.

8.3.4 ARNP Panel Pay. Panel pay will be no less than it is as of ratification for a given panel size.

$3000 – 100-800 patients
$5000 – 801-1500
$7000 – 1501+

In order to be equivalent with professional colleagues, if KFHPWA panel pay increases for a given panel size, ARNP panel pay will increase equivalently.

8.4 LPN Experience.

An internal KFHPWA Licensed Practical Nurse who becomes a KFHPWA Registered Nurse will be placed at a wage level that is not less than the LPN's current compensation or will receive a credit of one (1) RN year of experience for every three (3) LPN years of experience, up to and including Step three (3); whichever is greater. For external hires who were previously LPNs but have less than twelve (12) months of RN experience, these hires will also receive credit for past LPN experience in the same manner of one (1) year credit for every three (3) years LPN experience for placement onto the wage scales, up to and including Step three (3). Note – internal or external candidates applying for RN positions with 12 months or more RN experience should not be given credit for prior LPN experience – only for RN experience.

Applicable clinical LPN experience for placement shall be defined as continuous recent experience in an accredited hospital, ambulatory care setting, home health agency, skilled nursing facility, or equivalent health care experience without a break in nursing experience which would reduce the level of licensed practical nursing skills in the opinion of the Employer.

8.5 Shift Differential.

Shift differential is to be applied with the following guidelines for staff assigned a shift less than 12 hours:

Staff who start their shift at **10a or later** will receive-

- Shift 2 differential for their entire shift only when three and one-half (3 1/2) or more of their hours worked are in the Shift 2 zone (3p-11p). Shift 2 differential is $2.75 per hour in addition to the regular hourly rate.

- Shift 3 differential for their entire shift only when three and one-half (3 1/2) or more of their hours worked are in the Shift 3 zone (11p-7a). Shift 3 differential is $4.00 per hour in addition to the regular hourly rate.

- Staff who work at least three and one-half (3 ½) hours in both Shift 2 and 3 zones shall receive Shift 3 differential for their entire shift.

Staff who start their shift **before 10a** will receive-

- Shift 2 differential for one or more hours worked after 5:30p; and the differential will pay starting from 5:30p. Shift 2 differential is $2.75 per hour in addition to the regular hourly rate.

Note - Shift 3 differential does not apply to any day shifts starting after 4a.

Shift differential is to be applied with the following guidelines for staff assigned a shift of 12 hours or more:

Any hours worked in the Shift 2 zone (3p-11p) shall receive Shift 2 differential of $2.75 per hour in addition to the regular hourly rate.

Any hours worked in the Shift 3 zone (11p-7a) shall receive Shift 3 differential of $4.00 per hour in addition to the regular hourly rate, however, if the majority of the hours worked are in the Shift 3 zone, Shift 3 differential will apply to their entire shift.

Note - Shift 3 differential does not apply to any day shifts starting after 4a.

***Lunch is considered 'time worked' for purposes of shift differential calculations**

8.6 Standby Pay. Employees placed on standby status shall be compensated at the rate of four dollars and twenty-five cents ($4.25) per hour. The Employer shall provide paging devices to nurses assigned to standby.

An employee called into work from standby shall be compensated at the overtime rate for a minimum of three (3) hours. When standby is taken in lieu of a pre-scheduled shift, the hours worked will be paid at the regular rate of pay, for a minimum of three (3) hours.

8.7 Callback Pay. Employees called back to work after completion of the employee's regular workday shall be compensated at the rate of time and one-half (1½) 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 (1½) for a minimum of three (3) hours. Travel time to and from a facility shall not be considered as time worked. Call back pay shall not apply when an employee reports for work in advance of the assigned shift. The minimum call back hours shall not apply in this instance.

8.8 Work in Advance of Shift. When an employee, at the request of the Employer, reports for work in advance of the assigned shift and continues working through the entire scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the straight time rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay.

8.9 Work on Day Off. Full-time employees called in on their day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked.

8.10 Work in Higher Position. Temporary assignment to a higher paid position for eight (8) or more consecutive hours shall be compensated at the higher rate of pay.

8.11 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work for four (4) hours' pay at the straight time rate of pay. It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements. This commitment shall not apply when the Employer has made a good faith effort to notify the employee of shift cancellation but has been repeatedly unable to reach the employee on separate occasions.

Employees who are required to report to work for staff meetings, training or other similar circumstances shall be compensated for such duty not less than one (1) hour pay at the employee's regular rate of pay unless overtime is due.

8.12 Changes in Title. A change in job title within the bargaining unit shall not alter an employee's accrued bargaining unit seniority for purposes of accrual of benefits.

> **8.12.1 Promotions.** A promotion shall be defined as a move from a job classification with a lower base rate to one with a higher base rate. Employees promoted to a higher classification shall be placed at the step in the new scale which provides at least a three percent (3%) increase in rate of pay up to the maximum rate of pay for the new classification. An employee's longevity increment date shall not be changed as a result of a promotion. See Article 6.2.1.

8.13 Charge Pay. Employees assigned as charge nurse shall receive two dollars and twenty-five cents ($2.25) per hour over the regular staff nurse rate of pay.

8.14 WWA Weekend Premium Pay. Employees who work 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.

8.14.1 EW Weekend Premium Pay. Employees who work weekend hours shall receive two dollars ($2.00) 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.

8.14.2 Weekend Premium Pay – Exempt ARNPs. Effective upon ratification, exempt ARNP employees who work weekend hours shall receive two dollars ($2.00) 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. This premium will be paid in quarterly installments.

Effective the first day of the pay period following October 1,2021, exempt ARNP employees who work weekend hours shall receive two dollars and fifty cents ($2.50) 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. This premium will be paid in quarterly installments.

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

8.15.1 ARNP Preceptor Pay. ARNPs who are assigned to precept an ARNP student shall receive a preceptor stipend of $500/quarter for each quarter during which they precept.

8.16 Certification Pay. Registered nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar ($1.00) per hour for all hours worked, provided the particular certification has been approved by the Executive Director of Nursing, or their designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification/recertification current and in good standing. A certified nurse is eligible for only one (1) certification premium, regardless of other certifications the nurse may have. Certifications required for the job such as ACLS, PALS, TNCC are not eligible for certification pay. The Employer will determine if the certification qualifies for the area in which the nurse works. Certified nurses 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 Continuing Education Committee and posted online through the Nursing Operations website. The CE Committee will review the certification list annually and recommend updates to the Executive Director of Nursing. 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 CE Committee who may make a recommendation to the Executive Director of Nursing.

The certification premium will be paid on a straight-time basis, even if the hours worked are deemed overtime.

8.16.1 Nurse Practitioners Nursing Home Services Certification Pay.

Non-Exempt Nurse Practitioners shall be compensated for a maximum of one (1) approved certification at one dollar ($1.00) per hour for each hour worked.

Exempt Nurse Practitioners shall be compensated for a maximum of one (1) certification at five hundred dollars ($500.00) per quarter, prorated for FTE.

8.17 Float Pool Premium. Employees who are regularly assigned to a designated float pool and who float on a daily basis between medical centers (Primary Care) or between specialties (Specialty) will receive two dollars and fifty cents ($2.50) per hour premium following six (6) months from their date of hire into the float pool.

8.17.1 Nursing Home Services (NHS) ARNP Float Pool Premium. Employees who are regularly assigned (50% or more) to the float pool and float on a daily basis to cover other staff's caseload will receive a one thousand dollar ($1,000) premium per quarter prorated for FTE following six (6) months from their date of hire into the float pool. The premium will be paid on the first payroll period that occurs after March 31, June 30, September 30 and December 31.

8.18 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.

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 Non-Exempt Holiday "Premium" Pay. Employees who work on the actual and/or observed holiday will receive 1.5x their regular rate of pay for all hours worked that day.

9.4 Non-Exempt Holiday "Regular" Pay.

If Employee works the actual holiday - Employee will receive their regular hourly rate for the number of hours worked, or, the number of hours of their average shift length, whichever is greater. Average shift length is calculated by dividing the total # of hours worked in a regular pay period by the # of regularly scheduled shifts worked, and then multiplying by their FTE.

If Employee does not work the actual holiday, but is regularly scheduled to work that day except for the holiday, the employee will receive the regular rate of pay for all hours normally worked, regardless of FTE**.** If the employee does not work the actual holiday, and is not regularly scheduled to work that day - multiply the employee's average shift length (divide total # hours worked in a regular pay period by the # of regularly scheduled shifts worked) by their FTE to determine # hours paid.

Upon mutual agreement, a day off as unpaid leave with benefits may be taken within thirty (30) days following the holiday.

9.5 Exempt Nurse Practitioner Holiday Pay. Exempt Nurse Practitioner shall receive a day off with pay within thirty (30) days following the holiday. A part-time Nurse Practitioner who works on a holiday shall receive a paid day off equivalent to their assigned FTE. In no event shall an employee receive more than his or her regular salary.

9.6 Night Shift Holiday Pay. Holiday pay for third (night) shift employees shall be paid for the shift where the majority of the hours worked are on the designated calendar date for the holiday.

9.7 Holiday Dates. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in a facility. Holidays shall be observed on the legally designated day.

9.8 Holiday Hours- Christmas and New Year's. Christmas holiday begins at 3pm Dec 24 and ends at 11:59 pm Dec 25, and New Year's holiday begins at 3pm on Dec 31 and ends at 11:59 pm Jan 1, however a majority of hours must be worked during this time period to trigger holiday premium pay (1.5x) or constitute working a holiday for purposes of holiday "straight" time pay calculations.

9.9 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 vacation year shall be 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 improved vacation scheduling opportunities.

Vacations shall be scheduled in the Nursing Department by work unit. A vacation-scheduling chart will be posted in each unit from January 1 through February 14 that covers the vacation period of May 15 through May 14 of the following year. Employees who fail to register their vacation selection during the period of posting will forfeit their seniority rights concerning vacation schedules. Where vacation conflicts with the rotation of holidays, and/or the day before and the day after those holidays, individual holiday rotation shall take precedence. The Employer will notify employees of their vacation dates by the first Monday in March. Vacation requests made outside the scheduled posting period will be approved or denied by supervision within four (4) weeks of the request. Subject to staffing and patient care requirements; length of service in the bargaining unit shall be the determining factor within each department or facility in vacation selection during the designated posting period.

PTO that has been scheduled and approved will not be cancelled under the following conditions:

a. 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.

b. The employee's PTO hours have been impacted due to unforeseen illness or injury.

c. The employee does not have any attendance/tardy-related discipline in the past twelve (12) months.

d. The employee is within twenty-four (24) PTO hours of having enough PTO to cover the scheduled time off.

e. Time off for hourly employees that is not covered by PTO will be unpaid- Leave no Pay Approved (LNA). This time off is a maximum of twenty-four (24) hours (prorated for FTE) that may only be used in one (1) instance per year and the hours may not be split up amongst multiple occasions. The employee may not choose to use unpaid time instead of available PTO. The LNA time under this circumstance will not count as an occurrence for attendance tracking purposes and is subject to manager approval.

f. Unforeseen situations such as emergencies, catastrophic conditions and the like may necessitate scheduled PTO to be cancelled.

10.6.1 Vacation Scheduling for NHS ARNPs. The vacation year shall be 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 improved vacation scheduling opportunities.

Vacations shall be scheduled in the Department and a vacation scheduling chart will be posted electronically in the department from January 2 through January 16 that covers the vacation period of July 1 through December 31 of that year. A vacation scheduling chart will be posted electronically in the department from August 1-August 15 that covers the vacation period of January 1 through June 30 of the following year.

Employees who fail to register their vacation selection during the period of posting will forfeit their seniority rights concerning vacation schedules. Where vacation conflicts with the rotation of holidays, and/or the day before and the day after those holidays, individual holiday rotation shall take precedence.

The Employer will notify employees of their vacation dates on or before February 28 for the January posting and on or before September 30 for the August posting. Vacation requests made outside the scheduled posting period will be approved or denied by supervision within four (4) weeks of the request. Subject to staffing and patient care requirements, seniority date shall be the determining factor within each department or facility in vacation selection during the designated posting period.

PTO that has been scheduled and approved will not be cancelled under the following conditions:

a. 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.

b. The employee's PTO hours have been impacted due to unforeseen illness or injury.

c. The employee does not have any attendance/tardy-related discipline in the past twelve (12) months.

d. The employee is within twenty-four (24) PTO hours of having enough PTO to cover the scheduled time off.

e. Time off for hourly employees that is not covered by PTO will be unpaid- Leave no Pay Approved (LNA). This time off is a maximum of twenty-four (24) hours (prorated for FTE) that may only be used in one (1) instance per year and the hours may not be split up amongst multiple occasions. The employee may not choose to use unpaid time instead of available PTO. The LNA time under this circumstance will not count as an occurrence for attendance tracking purposes and is subject to manager approval.

f. Unforeseen situations such as emergencies, catastrophic conditions and the like may necessitate scheduled PTO to be cancelled.

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

one hundred percent (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 on the first shift. Three (3) hours' advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. 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 holidays.

10.10 Medical Appointments- Non-Exempt Employees. Employees will be expected to schedule medical appointments and/or treatments during non-working hours. Paid release time will be allowed for medical and 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 with KFHPWA 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 shall comply with paid sick time laws established at the state, municipal, and other levels.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Leave Request. All leaves of absence shall be requested from the Employer in writing as far in advance as possible stating the amount of time requested. A written reply will be given by the Employer in response to the request. Leaves of absence for the purpose of extending vacation shall be entirely at the convenience of the Employer. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. Temporary employees shall not be eligible for any leave of absence.

> **11.1.1 Reinstatement**. When a nurse returns from a leave of absence not exceeding thirty (30) days, the employee shall be assigned to the same position, shift and unit held before the leave.
>
> **11.1.2 Maintenance of Seniority**. Leave with pay or for industrial injury shall not alter a nurse's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer. Leave without pay for a period less than thirty (30) consecutive calendar days shall not alter any regular employee's anniversary date of employment. Employee-initiated leave without pay for up to four (4) days (32 hours) per calendar year shall not alter any regular employee's Paid Time Off accrual. This limitation shall not apply to low census/low need.
>
> **11.1.3 Return to Position.** A leave of absence will guarantee an employee the first available position for which the employee is qualified if the employee reports back to the Employer on or before the expiration of the leave.

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 (1) 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 (1) 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 they are qualified. Such leave shall not exceed (1) one 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
Mother
Mother of spouse/domestic partner (mother-in-law)
Step-mother
Father
Father of spouse/domestic partner (father-in-law)
Step-father
Mother-in-law of spouse/domestic partner
Father-in-law of spouse/domestic partner
Children
Children, adopted
Children of spouse/domestic partner
Daughter-in-law
Daughter-in-law of spouse/domestic partner
Son-in-law
Son-in-law of spouse/domestic partner
Brother
Brother-in-law
Brother of spouse/domestic partner
Brother-in-law of spouse/domestic partner
Sister
Sister-in-law
Sister of spouse/domestic partner
Sister-in-law of spouse/domestic partner
Grandmother
Grandmother of spouse/domestic partner
Grandfather
Grandfather of spouse/domestic partner
Grandchildren
Grandchildren 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 registered nurse'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.

Registered nurses are eligible for their first sabbatical after working a minimum of ten (10) years of continuous regular employment as a registered nurse. 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. Registered nurses granted a sabbatical will receive fringe benefits

consistent with their FTE level, subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one (1) year will not exceed ten (10).

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 education committee under Article 14.1 shall recommend criteria for selection of the candidates and other guidelines for administering the sabbatical leave.

11.9 Educational/Professional Leave.

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

Paid Educational/Professional Leave/Time: After six (6) months of continuous regular employment, employees shall be allowed up to fifty-six (56) hours of paid leave/time per year, pro-rated for FTE, for education or professional purposes, 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.

Nurse Practitioners will be allowed up to seventy-two (72) hours of paid educational/professional leave/time per year, pro-rated for FTE.

Professional leave/time may be granted to employees to attend conventions of employees' respective professional nursing association provided the number of nurses who wish to attend does not jeopardize provision of health care services. District, State, or National Officers of the Professional Nursing Association shall be exempt from the six (6) months' eligibility requirement of this Section. Professional leave/time may be used for professional nursing 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.

11.11 Training Trust RN/ARNP. Purpose. The purpose of the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") is to provide a training and education program for addressing the workforce needs of participating employers and healthcare career advancement for eligible bargaining unit employees. The Fund provides training, college preparation courses, career counseling and case management services and tuition assistance for educational instruction. The Fund is funded by contributions from contributing employers and grant funds.

Participation and Trust Agreement. The Employer agrees to participate in the Fund and abide by the terms of the Trust Agreement of the Fund. As a major contributor to the Training Fund, the Employer has a position on the Training Fund Board of Trustees. The Fund provides the Board of Trustee members with regular budget updates, the review of the annual audit, an Employer-specific annual utilization report showing the number of members using the Fund, and the information regarding the allocation and balance of the combined employers' funds. These updates, reviews, and reports are available to KFHPWA.

Employer agrees to make contributions to the Fund, The Employer contribution to the Fund shall be an amount equal to one half of one percent (0.5 %) of the gross payroll of the RN/ARNP bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/temporary part-time employees.

Fund Contributions, Records and Collections. The Employer shall remit the Fund contributions required under this Article on a pay period basis, based upon the payroll for the previous pay period. Payments shall be due no later than thirty (30) days following the end of the pay period on which they are based.

The Employer shall submit with the payment of such contributions, or at such other regular intervals as the trustees of the Fund may require, written reports as to the wages paid to employees and the contributions due or payable to the Fund pursuant to the collective bargaining agreement, as the trustees of the Fund may require.

The Employer shall promptly furnish to the trustees of the Fund, upon their written demand, such pertinent wage and other records relating to its employees as the trustees may deem necessary for the administration of the Fund.

The Employer agrees that the trustees of the Fund, or their authorized representative(s), may examine the pertinent payroll books and records of the Employer whenever such examination reasonably may be deemed necessary or advisable by the trustees of the Fund in connection with the proper administration of the Fund.

The failure of the Employer to pay the contributions required shall be in violation of the collective bargaining agreement as well as a violation of the Employer's obligations under the Trust Agreement of the Fund. The Employer agrees that the collection of the delinquent Employer contributions shall be subject to the collection policy established by the trustees of the Fund.

Joint Labor Management Committee. As an established labor management committee, part of the committee's responsibilities will be to assess the needs of the bargaining unit employees related to education/career advancement interests and needs, and to promote the advantages of and participation in this Fund.

Information collected regarding training interests and needs and any barriers will be forwarded to Fund staff.

Availability of Onsite Rooms. In order to facilitate employee's access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

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 of 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 0.5 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, 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 prorated 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 0.75 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 become 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 (1) 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 KFHPWA 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 11.5 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. The Employer will provide access to a short-term disability supplemental insurance plan to employees through payroll deduction. Such plan will be 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 insurance plan and incurs hours of leave that would qualify for both 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 western Washington facilities will cease (or, for employees in EW, all vacant positions in EW facilities).

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 written notice of layoff. Employees on the Low Seniority Roster whose position is assumed (“bumped”) by a more senior employee (or, in EW, employees whose position is assumed (“bumped”) by a more senior employee subject to layoff) subject to layoff will be given at least 10 days advance notice.

> **13.2.1 ARNP Layoff Notice.** KFHPWA will give ARNPs minimum of sixty (60) days’ notice of layoff.

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 LSR/least senior person, assume any position on the appropriate Low Seniority Roster (or in Eastern Washington, the employee may choose a position "bump" of the least senior person in EW in the same job title (for example, "Staff Nurse" or "Liaison Nurse"). 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 Article 13.6.

An employee who is assigned to a .50 or more FTE status whose hours are reduced more than .25 FTE shall have the following options:

1) The employees 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 hour's reduction.

2) Accept the reduced hours. An employee choosing this option may elect to be placed on the recall roster for a period of twenty-four (24) months subject to the requirements of Article 13.6. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.

3) For employees not on the LSR/least senior person, if there is no comparable vacancy, the employee may select a position from the low seniority roster (on in EW, the position of the least senior person in the same classification).

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 of more than 0.25 FTE that lasts for six (6) 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 (24) months subject to the requirements of 13.6. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.

3) For employees not on the LSR/least senior person, if there is no comparable vacancy, the employee may select a position from the low seniority roster (on in EW, the position of the least senior person in the same classification).

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/worksite.

13.6 Recall Process.

13.6.1 Recall Roster. Employees who select recall 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 (2) 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 13.6.4.

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 WWA Low Seniority Roster. The Low Seniority Roster shall be a listing of the fifty (50) least senior employees within KFHPWA for a layoff when the number of employees initially subject to layoff is ten (10) or fewer. The listing shall consist of the seventy-five (75) least senior employees when the number of employees initially subject to layoff is between eleven (11) and thirty (30) and the one hundred (100) least senior employees within KFHPWA when the number of employees initially subject to layoff is between thirty-one (31) and fifty (50). The listing shall consist of the one hundred twenty-five (125) least senior employees when the number of employees initially subject to layoff exceeds fifty (50). In the event the number of employees initially subject to layoff exceeds one hundred twenty-five (125), the number of employees on the listing will equal the number of employees initially subject to layoff. For purposes of this section, least senior employees are those working in the KFHPWA's WWA facilities.

> **13.7.3.1 WWA Low Seniority Roster.** An employee identified for layoff whose name already appears on the Low Senior Job Roster, and any employee on the Low Senior Job Roster whose position has been selected as a result of this process, shall be subject to layoff with recall rights or severance benefits, providing the employee is eligible under the terms of the policy.
>
> 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.

13.7.4 EW Least Senior Position. An employee identified for layoff who is already the least senior person in a job title (for example, "Staff Nurse" or "Liaison Nurse") and any employee whose position has been selected as a result of this process, shall be subject to layoff with recall rights or severance benefits, providing the employee is eligible under the terms of the policy.

13.7.5 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.

13.7.6 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.

13.7.7 Work Unit. A work unit is defined as primary care services in a medical center; specialty services in a medical center; a separately established urgent care department in a medical center with its own identified staff; a separately established ambulatory surgery center department in a medical center with its own identified staff; Home Health & Hospice

services in a branch office of Continuing Care; Nursing Home Services; Bartell Drugs Care Clinics.

13.7.8 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, Capitol Hill Campus, Ballard, South Lake Union
2) Burien, Renton, Federal Way, Capitol Hill Campus, Renton Administrative Campus, Kent, Downtown, South Lake Union
3) Downtown, Capitol Hill Campus, Rainier, Renton Administrative Campus, Ballard, South Lake Union
4) Olympia, Tacoma Mall, Steele Street, Tacoma Medical Center, Puyallup, West Olympia
5) Bellevue Medical Center, Redmond, Renton, Factoria, Renton Administrative Campus
6) Tacoma Mall, Steele Street, Port Orchard, Silverdale, Tacoma Medical Center, Poulsbo, Bremerton, Gig Harbor
7) Federal Way, Tacoma Mall, Steele Street, Tacoma Medical Center, Puyallup, Kent
8) Everett, Lynnwood, Bellevue Medical Center, Redmond, Northshore
9) Everett, Northshore, Lynnwood, Smokey Point
10) Capitol Hill Home Health and Hospice
11) East Region Home Health and Hospice
12) South Region Home Health and Hospice
13) Seattle Mental Health Services, Snohomish Mental Health Services and Factoria Medical Center Mental Health Services
14) Olympia Mental Health Services, Tacoma Mental Health Services, Kitsap Mental Health Services
15) Eastern Washington

In-Patient Hospital Units:

1) North: Peace Health (Bellingham), Providence Everett
2) Central: Overlake (Bellevue), Swedish (Cherry Hill & First Hill), CHIPS (Cap Hill)
3) South: St Joes (Tacoma), St Peters (Olympia), Harrison (Bremerton)

13.7.9 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.

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.

13.7.10 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.

13.7.11 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.

13.7.12 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.

13.7.13 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.

13.7.14 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 13.7.8.d.

ARTICLE 14 - COMMITTEES

14.1 Nursing Practice Committees (NPC). Nursing Practice Committees (NPCs) shall be instituted and maintained at KFHPWA. NPCs shall consist of Inpatient, Primary Care, Consultative Specialty, Care Management, and Home Health and Hospice Services. The purposes of these NPCs will be to: (1) assess and make recommendations to Administration on broad-based productivity, workload, patient acuity systems, or other issues such as scheduling practices and innovative staffing patterns that may impact or contribute to an improved work environment and patient care delivery, and, in recognition of the mutual desire of the parties to maintain staffing consistent with quality patient care and good working conditions, (2) serve as a resource for problem-solving and development of alternatives when chronic facility or unit-wide staffing problems have not been adequately addressed after reasonable efforts between staff and management at the facility or unit level. Employees are responsible for first bringing such concerns to their manager in a timely manner for purposes of mutual discussion and problem solving.

Compliance with RCW 70.41.420 will be delegated to the inpatient NPC. Individual staff may identify a staffing concern and submit the concern in writing to their manager. The manager may convene a small workgroup of unit-based staff to problem solve and make recommendations for resolution. The manager will acknowledge receipt of the staffing concern within seven (7) days and establish a mutually agreeable timeframe for resolution with the staff. If there is no resolution or unsatisfactory resolution, the staffing concern may

be forwarded in writing by either the staff or manager to the next level of supervision. The next level of supervisor will respond in writing within fourteen (14) working days. If there is no resolution or unsatisfactory resolution the concern may be forwarded in writing to the next level of supervision (VP level) for final resolution in writing.

At any point in the process the manager or staff may forward in writing the staffing concern to the respective NPC for advice, input, and/or recommendations.

The NPCs may make recommendations to Administration in support of satisfactorily resolving such chronic staffing situations. Chronic facility or unit-wide staffing problems may be reviewed by the Joint Labor/Management Committee if not adequately addressed after recommendations have been made by the NPCs to Administration. The NPCs role in assessing staffing issues will include on-going evaluation of nursing delivery models through development of criteria (that may include staffing ratios) or measures to evaluate staff and consumer satisfaction, patient care outcomes, and cost efficiencies.

Except for the Primary Care and Consultative Specialty NPCs, each committee will consist of three (3) staff nurses and three (3) nurse managers. The NPCs will meet bi-monthly or more often by mutual agreement. NPC members shall be compensated for their meeting time. Such meetings shall be scheduled so as to minimize conflict with scheduling routines. The NPCs will prepare an agenda and keep minutes of all meetings.

The Primary Care and Consultative Specialty NPCs will meet quarterly or more often by mutual agreement and will include no more than six (6) union-designated employees including LPN and MA members for the meetings that pertain to staffing and other team-based issues. Agenda items for these meetings will be developed in advance.

The NPCs will develop and submit to Administration and the Joint Labor/Management Committee annual work plans. The NPCs will be advisory to Administration and will operate within the provisions of the collective bargaining agreement.

14.2 Joint Labor Management Committee (JLMC). 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. 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 nurses.

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 address issues of mutual concern including but not limited to staffing, patient safety, workforce planning, etc.

The JLMC shall use an interest-based process for problem solving.

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 approach, structure and composition of the committee may vary depending on the issues; however, each party will appoint a core of no more than six (6) representatives. The JLMC and/or the appropriate NPC may upon mutual agreement be convened to include members of the Service Unit to discuss staffing issues/concerns. Employee attendance at these meetings will be on paid time. The JLMC will meet quarterly or more often by mutual agreement.

As part of the JLMC's work plan, it is agreed that in the first year of this agreement the JLMC will look at the structure of the nurse practice committees (NPCs) and make recommendations to improve the structure to ensure their success.

14.3 EW Relations and Communications Committee. This committee is made up of both RN and Service staff. The Union and the Employer agree to establish a labor management committee to discuss shared workplace concerns with the purpose of promoting good communications, problem-solving at the lowest appropriate organizational level and follow through on worksite resolutions. It is the intent of the Union and the Employer that the Committee has decision-making authority with the understanding that the committee members may need to confer with their respective organizations prior to reaching a final decision.

The committee will consist of three (3) Service union appointed representatives, three (3) RN union appointed representatives, and at least three (3) managers selected by the Employer. Participation on the committee will not result in loss of paid time. The committee is not intended to address matters appropriate for the grievance process but may resolve issues that might otherwise come forward as grievances. The committee will meet quarterly, or more often as determined by the group.

14.4 Nurse Practitioners Nursing Home Services Joint Labor Management Committee (JLMC). 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 ongoing basis during the term of this Agreement. The JLMC shall serve as a forum for 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 Nurse Practitioners Nursing Home Services.

The JLMC shall use an interest-based process for problem solving. Up to three (3) staff members shall be appointed by SEIU 1199NW to the Committee.

This JLMC will meet bi-monthly. JLMC members shall be compensated for their meeting time. Such meetings shall be scheduled so as to minimize conflict with scheduling routines. An agenda will be jointly developed by JLMC members and management prior to the meeting. Minutes will be kept of all meetings.

The purpose of this JLMC will be to: (1) assess and make recommendations to Administration on broad based productivity, workload, patient acuity systems, or other issues such as scheduling practices and innovative staffing patterns that may impact or contribute to an improved work environment and patient care delivery, and, in recognition

of the mutual desire of the parties to maintain staffing consistent with quality patient care and good working conditions, (2) serve as a resource for problem solving and development of alternatives when chronic facility or unit wide staffing problems have not been adequately addressed after reasonable efforts between staff and management at the facility or unit level. Employees are responsible for first bringing such concerns to their manager in a timely manner for purposes of mutual discussion and problem solving.

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.

At the end of the contract term, the JLMC will determine if it is meeting its objectives. Factors that will be considered include: whether the JLMC's effort is duplicative of another pre-existing committee, whether realistic, concrete recommendations for improvement are being generated, whether the JLMC is effectively meeting its purpose and if the time spent is providing a return to the organization and to the Nurse Practitioners Nursing Home Services.

Additionally, one (1) representative will be included in the ARNP Practice Workgroup.

14.5 Nurse Practitioners Work Group. KFHPWA will continue to hold meetings between nurse practitioners with KFHPWA managers and the Medical Director to discuss issues of mutual concern related to the work of nurse practitioners including a study session on variable compensation and the potential impact on nurse practitioners.

a) KFHPWA supports ARNPs' participation in DNP programs to increase their proficiency in research appraisal, translation of evidence into practice and direct clinical expertise that will lead to the advancement of higher quality patient care. The ARNP Practice work group will engage in discussion over the next year on scope of duties and appropriate opportunities for DNPs. KFHPWA and SEIU will discuss appropriate compensation. Employees who are in a DNP program or are graduates of a DNP program should participate in the development of the appropriate duties.

b) In addition, KFHPWA commits to using best efforts to remove internal KFHPWA barriers to having ARNPs/DNPs assuming positions that are part clinical and part administrative. KFHPWA recognizes the importance of ARNPs' ability to maintain licensure while working in administrative roles. Human Resources and Payroll will support efforts to encourage full utilization of the ARNP/DNP roles.

c) KFHPWA and SEIU will, through the ARNP practice work group, explore mechanisms to provide a variable pay program that could include secure messaging and other alternatives to visits, patient satisfaction scores, HEDIS, etc.

14.6 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 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.

15.6 Safer medical devices and exposure control. KFHPWA is committed to reducing and preventing the risk of percutaneous injuries and blood/body fluid exposures through the application of technology, evaluation of work procedures, and prevention measures. KFHPWA will provide surveillance of parenteral exposures and other blood/body fluid exposures, to include identification of device-specific mechanisms of injuries.

The Employer will continue to maintain a Sharps Injury Log and shall record each exposure incident involving a sharp on the log within fourteen (14) days of the incident, including information consistent with federal OSHA requirements.

Consistent with federal OSHA's 1999 Compliance Directive, KFHPWA will evaluate and buy the most effective safer needles and other safer sharps to prevent needle stick injuries. This will include engineering controls such as needleless devices, retractable or self-blunting devices and plastic capillary tubes. Employees will be provided with adequate training and orientation on the use of safer devices.

The Employer will involve frontline employees in the identification and selection of needles and other sharps and in designing and conducting the evaluations and pilot testing of products.

Evaluation of devices with integrated safety features and protective barriers include cost, applicability, and effectiveness, with effectiveness being a primary determinant. The process will be overseen by the Regional Infection Control Practitioners and the Infection Control and Safety Committees. KFHPWA will continue to evaluate current and new products in conjunction with our surveillance data to enhance the safety of employees and patients.

KFHPWA will continue to provide testing pursuant to KFHPWA policies and protection, such as vaccines and preventative strategies, to employees from occupational transmission of blood borne and airborne communicable diseases. KFHPWA will continue to provide the following, consistent with CDC recommendations: hepatitis C testing, hepatitis B vaccine, hepatitis immunity screen, hepatitis boosters as determined to be medically appropriate, PPD screening and confidential HIV testing associated with accidental parenteral exposures.

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 (½) 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

17.1 This clause is included in recognition of the mutual responsibility of the Union and the Employer for continuity of patient care. For the duration 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 or 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. The Employer agrees that during this same period there shall be no lockouts, nor shall any employees be required to perform other than usual duties.

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 nursing staff 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 opportunity 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 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

19.1 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

20.1 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. McAdory
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

BreAuna Baker, Medical Assistant, Primary Care, Olympia

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

Yian 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

WWA 7/70 ALTERNATIVE STAFFING PATTERN

I. All Registered Nurses assigned to work within a 7/70 staffing pattern have agreed to so work on a voluntary basis recognizing that it is a new and innovative staffing pattern within KFHPWA.

a. Full-time Employee: A Registered Nurse who has completed the initial hiring probationary period and is regularly scheduled to work seventy (70) hours within two (2) consecutive seven- (7) day workweeks consisting of four (4) ten-hour days in one (1) workweek followed by three (3) ten- (10) hour days in the next work week. Such employee shall receive full benefits to include: medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement; Employer-paid portion of life insurance when eligible; employee-paid accident insurance; dental insurance, Employer-paid to the extent designated in the KFHPWA/1199NW Employment Agreement; and the KFHPWA Employee's Retirement Plan.

b. Part-time Employee: A Registered Nurse who is regularly scheduled on a continuing basis to work less than seventy (70) hours in ten- (10) hour shifts within two (2) consecutive seven- (7) day workweeks. Such an employee shall be compensated in the same manner as a full-time employee except that wages and benefits would be prorated in proportion to the employee's actual hours worked and consistent with the KFHPWA/SEIU Healthcare 1199NW Employment Agreement. Part-time employees may also have the option of 15% salary premium in lieu of benefits, as described in the KFHPWA/SEIU Healthcare 1199NW Employment Agreement.

II. 7/70 Registered Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.

III. 7/70 Registered Nurses shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one (1) work day or any hours worked beyond forty (40) hours in one seven (7) day workweek or in excess of thirty (30) hours in the workweek consisting of three (3) ten- (10) hour shifts.

IV. 7/70 Registered Nurses shall earn Paid Time Off benefits prorated based upon hours worked. In one (1) anniversary year, accrued Paid Time Off time shall be limited to one (1) period of seven (7) consecutive days off. Longer Paid Time Off periods may be granted on an individual request basis. The balance of accrued Paid Time Off shall be scheduled in a manner agreeable to both the employee and the Employer.

V. 7/70 Registered Nurses unable to continue working the 7/70 staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within KFHPWA.

VI. Registered Nurses will not be required to work on their regularly scheduled days off. Anytime worked on a voluntary basis shall be paid at time and one-half (1½) their regular rate of pay.

VII. Provisions of the KFHPWA/SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the 7/70 staffing pattern. The provisions of this Addendum shall be subject to renegotiation simultaneous with the KFHPWA/SEIU Healthcare 1199NW negotiations.

IT IS FURTHER AGREED AND UNDERSTOOD that it shall continue to be the goal of KFHPWA and SEIU Healthcare 1199 NW to encourage innovation in all areas of the nursing profession consistent with quality patient care and the needs of the individual nurse; and further that KFHPWA and SEIU Healthcare 1199 NW will continue to work together toward their mutual achievement of that goal.

9/40 ALTERNATIVE STAFFING PATTERN

I. When mutually agreeable to the Employer and employee, an alternative schedule may be utilized consisting of four (4) nine (9) hour days and one four (4) hour day in one (1) work week, or four (4) nine (9) hour days only in one (1) work week.

II. 9/40 employees shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond nine (9) hours in one (1) day or any hours worked beyond forty (40) hours in a seven (7) day period.

III. Full-time and part-time employees working the 9/40 schedule shall participate in the Paid Time Off plan as outlined in Article 10 of this agreement.

IV. 9/40 employees unable to continue working the 9/40 staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within KFHPWA.

V. Provisions of the KFHPWA/SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the employees working the 9/40 staffing pattern. The provisions of this addendum shall be subject to renegotiation simultaneous with the KFHPWA/SEIU Healthcare 1199NW negotiations.

10/40 ALTERNATIVE STAFFING PATTERN

I. All Registered Nurses assigned to work within a 10/40 staffing pattern have agreed to so work on a voluntary basis recognizing that it is a new and innovative staffing pattern within KFHPWA.

II. Shift differentials per Article 8.5 will apply.

III. 10/40 Registered Nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.

IV. 10/40 Registered Nurses shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one (1) day or any hours worked beyond forty (40) hours in a seven(7) day work-week.

V. Full-time and part-time nurses working the 10/40 schedule shall participate in the Paid Time Off plan as outlined in Article 10 of this agreement.

VI. 10/40 Registered Nurses unable to continue working the 10/40 staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within KFHPWA.

VII. The 10/40 staffing pattern may be utilized in patient care units within KFHPWA with the consent of the individual employee affected. The Union will be notified in advance of such changes in staffing patterns.

VIII. Full-time Registered Nurses will not be required to work on their regularly scheduled days off. Any time worked on a voluntary basis shall be paid at time and one-half (1½) their regular rate of pay.

IX. Provisions of the KFHPWA/SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the 10/40 staffing pattern. The provisions of this addendum shall be subject to renegotiation simultaneous with the KFHPWA/SEIU Healthcare 1199NW negotiations.

IT IS FURTHER AGREED AND UNDERSTOOD that it shall continue to be the goal of KFHPWA and SEIU Healthcare 1199NW to encourage innovation in all areas of the nursing profession consistent with quality patient care and the needs of the individual nurse; and further that KFHPWA and SEIU Healthcare 1199NW will continue to work together toward their mutual achievement of that goal.

TWELVE-HOUR INNOVATIVE WEEKEND SCHEDULE

I. All registered nurses assigned to work two (2) twelve (12) hour weekend shifts every weekend have agreed to do so on a voluntary basis recognizing that it is a new and innovative staffing pattern within KFHPWA. The weekend shall be defined as hours between 7:00 AM Saturday and 7:00 AM Monday.

II. A registered nurse regularly scheduled to work twenty-four (24) hours within a seven- (7) day period shall be compensated for thirty-six (36) hours of pay. Such employees shall receive the following benefits: medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement; employer-paid portion of life insurance when eligible, long-term disability pursuant to the conditions of the plan, employee paid accident insurance; Employer-paid dental including dependent coverage to the extent designated in the KFHPWA/SEIU Healthcare 1199NW Employment Agreement; and the

KFHPWA Employee's Retirement Plan. Registered nurses working a twelve- (12) hour weekend innovative shift shall accrue Paid Time Off prorated based on actual hours worked, according to the terms of the PTO plan in Article 10 with EIB accrual accumulating to a maximum of five hundred (500) hours. Other benefits not named herein shall be appropriately prorated.

III. Twelve-hour weekend innovative shift nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.

IV. Meal and Rest Periods: All employees shall receive an unpaid Meal period of at least one-half (½) 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 three (3) paid rest periods of fifteen (15) minutes each during each shift of twelve (12) hours or more 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.

V. Registered nurses working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for the first hour worked beyond twelve (12) hours in one (1) work day or any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) hour beyond the end of a scheduled shift all overtime hours for that shift will be paid at double-time. The workweek of each employee will be individually determined for purposes of calculating overtime.

VI. The provisions of Article 7.6 (Weekend Work) shall not apply to nurses who voluntarily participate in the Twelve Hour Innovative Weekend Schedule.

VII. Registered nurses will not be required to work on their regularly scheduled days off. Any time worked on a voluntary basis shall be paid at time and one-half their regular rate of pay after forty (40) hours in a seven- (7) day period.

VIII. Registered nurses working this innovative schedule will be eligible for only those premiums specified in this addendum.

IX. Registered nurses unable to continue working the twelve (12) hour staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within KFHPWA.

TWELVE (12) HOUR ALTERNATIVE STAFFING PATTERN

I. All Registered Nurses assigned to work within a twelve- (12) hour shift-staffing pattern have agreed to do so on a voluntary basis.

a. Registered nurses assigned this schedule on or before June 8, 1998 regularly scheduled to work a total of seventy-two (72) hours in twelve- (12) hour shifts within two (2) consecutive seven (7) day periods will be compensated for eighty (80) hours of pay; also such employees shall receive full benefits including: holiday, paid educational/professional leave, emergency leave, medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement; Employer-paid portion of life insurance when eligible; employee-paid accident insurance; dental, Employer-paid to the extent designated in the KFHPWA/1199 Northwest Employment Agreement, and the KFHPWA Employee's Retirement Plan. Registered nurses on the twelve (12) hour alternative staffing pattern shall accrue Paid Time Off prorated based on actual hours worked as described in the PTO Plan at Article 10; accrual accumulating to a maximum of five hundred (500) EIB hours.

b. All other full-time registered nurses assigned to twelve (12) hour schedules after June 8, 1998 are compensated only for the hours they work.

II. Part time employee: A registered nurse who is regularly scheduled to work less than seventy-two (72) hours in twelve- (12) hour shifts in two (2) consecutive seven- (7) day periods. Wages and benefits for such employees would be prorated in a manner consistent with the terms described for full-time employees and consistent with KFHPWA/SEIU Healthcare 1199NW Employment Agreement. Employees who have a 0.45 FTE shall be treated as 0.5 for benefit purposes only. Paid Time Off accruals would be prorated in a manner consistent with the terms described for full-time employees. Part-time employees may also have the option of 15% salary premium in lieu of benefits, as described in the KFHPWA/SEIU Healthcare 1199NW Employment Agreement.

III. Twelve (12) hour shift registered nurses assigned charge nurse responsibilities shall be paid the charge nurse differential.

IV. Employees working the first shift (7:00am – 7:30pm) shall notify the employer two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second shift (7:00pm - 7:30am) will notify the employer three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may, at the employer's option, be grounds for discharge.

V. Meal and Rest Periods: All employees shall receive an unpaid meal period of at least one-half (½) 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 three (3) paid rest periods of fifteen (15) minutes each during each

shift of twelve (12) hours or more 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.

VI. Registered Nurses working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half times the regular rate of pay for the first hour after the end of the shift or any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) hour beyond the end of a scheduled shift all overtime hours for that shift will be paid at double-time (2x). The workweek of each employee will be individually determined for the purposes of calculating overtime.

VII. Registered Nurses will not be required to work on their regularly scheduled day off. Any time worked on a voluntary basis shall be paid at time and one-half (1½) their regular rate of pay after forty (40) hours in a seven- (7) day period.

VIII. Registered Nurses unable to continue working the twelve (12) hour staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified with KFHPWA.

IX. The Employer will make a good faith effort to provide each employee with eleven (11) hours and thirty (30) minutes off duty between shifts. In the event an employee is required to work with less than eleven (11) hours thirty (30) minutes off duty between shifts, all time worked within this eleven (11) hour thirty (30) minute period shall be paid at one and one-half (1½) times the regular rate of pay.

X. Provisions of the KFHPWA/SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the twelve- (12) hour staffing pattern. The provisions of this Addendum shall be subject to renegotiations simultaneous with the KFHPWA/SEIU Healthcare 1199NW negotiations.

It is further agreed and understood that it shall continue to be the goal of KFHPWA and SEIU Healthcare 1199NW to encourage innovation in all areas of the nursing profession consistent with quality patient care and the needs of the individual nurse and further that KFHPWA and SEIU Healthcare 1199NW will continue to work together toward their mutual achievement of that goal.

HOME HEALTH & HOSPICE- AFTER HOURS CARE/VISITING SERVICES

I. Reimbursement and safety provisions

a. Visiting nurses shall be reimbursed 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 Home Health & Hospice time standards.

b. 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.

c. Cellular phones will be provided to staff for purposes of coordinated, efficient care delivery and employee and patient safety.

d. Visiting nurse calls to consumers and computer laptop transfer time will be considered as time worked. Overtime shall be paid for consumer calls and transfers consistent with Article 7.4 and this addendum.

e. Flexible Schedule. Where there is mutual agreement between an employer and her/his manager based on an employee-initiated request, Overtime under Article 7.4 will be based solely on time worked beyond forty (40) hours in the normal work period. This provision is intended to respond to the individual visiting nurses who desire greater flexibility in managing their workday while satisfying the Employer's legal obligation around the required payment of overtime compensation.

f. Article 7.5 addressing Rest Between Shifts does not apply to Home Health and Hospice clinical staff.

g. Compensation on a Per Visit Basis. The Employer may establish, subject to the Union's agreement on the terms, a pay per visit compensation plan for temporary employees. Participation by the visiting nurse will be voluntary. The Plan will be evaluated for cost effectiveness, impact on availability of relief coverage, and patient care considerations through the Nurse Practice Committee.

II. After Hours Coverage

a. Regular employee/FTE designation- The After Hours Coverage position is a regular position established to provide phone support and home visits between the hours of 4:30 pm and 8:30 am. FTE designation for employees in the After Hours Coverage position will be determined on the basis of the number of sixteen (16)-hour shifts during which an employee must be available for duty, on an on-call basis, within a seven (7)-day week: An employee who must be available for four (4) shifts per week will be classified as a 1.0 FTE; an assignment of three (3) shifts per week will equal a 0.75 FTE, etc.

b. Availability- The After Hours Coverage employee shall be available on an on-call basis to respond to patient calls via pager throughout the shift. Employees may engage in non-work related activities as long as they are

prepared to respond to calls “fit for duty”, and ready to make home visits as required.

c. Staffing Levels- The Employer will determine the number and FTE of regular employees needed to best meet patient care needs.

d. Actual Hours Worked- For purposes of tracking actual hours worked within the On-Call shift, the following activities are included:
    i. Home visits, to include time spent for delivery of services at the home, travel time to and from the patient’s home, documentation time and related phone calls.
    ii. Phone calls, to include time spent responding to pager, talking to patients, related phone calls and documentation.
    iii. Time spent during the shift for case conferences, meetings with supervisors and training as required by the Employer.

e. Compensation- In lieu of receiving any stand-by pay under Article 8.6, the After-Hours Coverage employees will be compensated as described in this Addendum.

    i. An employee who is on-call for a full sixteen- (16) hour shift shall be paid:
        1. A flat payment equal to ten (10) hours pay at the contractual straight-time rate, regardless of the number of hours actually worked; and
        2. For any hours actually worked in excess of ten (10) hours during the shift, overtime as described in paragraph 6.
        3. Shift 3 differential for the ten (10) hours flat payment for the On-Call shift, as well as for any hours of overtime incurred by providing patient care activities before, during or after the shift.

    ii. An employee who is on call for less than a full sixteen- (16) hour shift shall be paid:
        1. A flat payment, at the contractual straight-time rate, equal to the number of hours on-call multiplied times 0.625, regardless of the number of hours actually worked;
        2. For any hours actually worked in excess of ten (10) hours during the partial shift, overtime as described in paragraph 6;
        3. Shift 3 differential for the flat payment hours and any overtime worked.

f. In addition, Employees will be paid the contractual straight time rate per hour worked in the following situations:
    i. Staff meetings, training, conferences, etc. outside of the On-Call shift hours.
    ii. Unscheduled hours for covering high volume situations.

g. Overtime- In lieu of receiving overtime under Article 7.4, After Hours Coverage employees will be compensated at the rate of one and one-half (1½) times their regular rate of pay for:
    i. All hours of actual work in excess of ten (10) within the On-Call shift of 4:30 p.m. to 8:30 a.m.
    ii. All hours of patient care activities before or after the sixteen (16) hour On Call shift
    iii. All time worked beyond the normal work week as defined in Article 7.2.

h. Weekend Premium (WEP) – For After Hours Coverage staff, the weekend is defined as 12:00 a.m. Saturday through 11:59 p.m. on Sunday. WEP will be paid as follows:
    i. The shift starting Friday at 4:30 p.m. has 8.5 hrs x .625 = 5.25 hours of WEP pay (12:00 a.m. to 8:30 a.m.).
    ii. The shift starting Saturday at 4:30 p.m. has 10 hours of WEP pay (4:30 p.m. to 8:30 a.m.).
    iii. The shift starting Sunday at 4:30 p.m. has 7.5 x .625 = 4.75 hours of WEP pay (4:30 p.m. to 11:59 a.m.).

i. Holidays- In lieu of Articles 9.3, 9.6, 9.7 & 9.8, for After Hours Coverage staff, holidays are defined as 12:00 a.m. to 11:59 p.m. on the calendar date of the holiday. The hours paid during the defined holiday hours of the shift will be paid as Holiday Worked pay (HOW).
    i. The shift starting at 4:30 p.m. the day before the holiday will be paid:
        1. 4.75 hours of straight time for the hours of 4:30 PM-11:59 PM (7.5 hrs x .625)
        2. 5.25 hours of HOW pay for the hours of 12:00 AM to 8:30 AM. (8.5 hrs x .625)
    ii. The shift starting at 4:30 P.M. on the calendar date of the holiday will be paid:
        1. 4.75 hours of HOW pay for the hours of 4:30 PM to 11:59 PM (7.5 hours x .625)
        2. 5.25 hours regular pay for the hours of 12AM to 8:30 AM. (8.5 hrs x .625)

j. Relief Coverage- An employee who provides relief coverage for After Hours Coverage staff will be paid in the same manner as the After-Hours Coverage staff according to this addendum.
    i. Relief Coverage Assignment- In order to minimize the occasions and circumstances when it is necessary to assign other HH/HP employees to provide relief coverage for after-hours care, the Employer will seek relief coverage in the following order of priority:
        1. Employees working under this Addendum.
        2. Regular or temporary employees trained to work the sixteen (16) hour shift for after-hours care as provided for under this Addendum.
        3. Standby coverage: When KFHPWA identifies an urgent care need, and when coverage under (a) and (b), is not available, competent, daytime employees will be needed to

provide standby coverage for after-hours care. Volunteers will be sought initially, with assignment on a rotating basis in inverse order of seniority the last option. Employee providing standby coverage will be paid according to article 8.6 of this agreement.

k. Other Provisions- All other provisions of the KFHPWA/1199NW Agreement not inconsistent with this Agreement shall otherwise apply.

OTHER:

1) Chemically impaired nurse. The Employer and the Union recognize that alcoholism and chemical dependency are acknowledged to be chronic, treatable medical conditions. The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing practice so long as performance expectations are maintained. In recognition of this mutual interest, the Employer and Union support such efforts as:

a) Identification of the disease as well as the establishment of treatment options at an early stage to prevent or minimize erosion in work performance.

b) Participation in programs and services through which employees may seek confidential assistance and treatment in the resolution of chemical dependency problems.

c) Participation in the State Board of Nursing Substance Abuse Monitoring Program, including individually tailored return to work agreements.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible to use accrued PTO and/or health leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for their job performance and compliance with the Employer's policies and procedures and improvement of any unsatisfactory performance.

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) RN Low Census. The parties shall discuss a standard rotation order for low census for RNs in the Joint Labor Management Committee, using the rotation order in the Service Collective Bargaining Agreement as a guide. The JLMC shall evaluate adding hospital-based Care Management RNs in the Low Census Fund.

7) 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.

8) Occupational Health. The parties shall convene a meeting including Occupational Health management, union members chosen by the union, a union organizer, and Employee and Labor Relations within sixty (60) days of ratification regarding Occupational Health pay and scheduling practices, including commute time pay for both directions of commuting, pay and time practices for short-notice changes of location, and low census order.

9) 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.

10) NHS (Nursing Home Services) ARNPs and ARNP Wage Schedule. The Employer shall conduct an audit of Nursing Home Services ARNPs' years of experience. Within thirty (30) days of ratification, a subcommittee of the Employer and the Union will meet to review the data collected from the audit. The subcommittee will consist of at least two (2) representatives from management and at least two (2) employees chosen by the Union, in addition to a union organizer and Employee and Labor Relations representative. The committee will jointly develop a recommendation for determining which employees' experience warrants moving steps. If it is determined that a staff member should receive an adjustment, they will be moved one (1) step. The adjustment will be effective on the date of ratification. The committee will also review the current ARNP wage schedule to determine how to address the current step structure to best optimize recruitment and retention. There will be no changes to the ARNP step structure without mutual agreement.

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Letter of Agreement
By and Between
Group Health
And
SEIU 1199NW
Regarding Consulting Nurse 12 Hour Alternative Weekend Staffing Pattern

I. All Registered Nurses assigned to work within a twelve- (12) hour alternative staffing pattern have agreed to do so on a voluntary basis. Registered nurses assigned this schedule regularly scheduled to work a total of seventy-two (72) hours in twelve- (12) hour shifts within two (2) consecutive seven (7) day periods will be compensated for eighty (80) hours of pay; also such employees shall receive full benefits including: holiday, paid educational/professional leave, emergency leave, medical, surgical, and hospital insurance, including Employer-paid dependent coverage, subject to co-payments and premiums as set forth in this Agreement. Employer paid portion of life insurance when eligible; employee-paid accident insurance; dental, Employer-paid to the extent designated in the Group Health/1199 Northwest Employment Agreement, and the Group Health Employee's Retirement Plan. Registered nurses on the twelve (12) hour alternative staffing pattern shall accrue Paid Time Off prorated based on actual hours worked as described in the PTO Plan at Article 10; accrual accumulating to a maximum of one thousand (1000) EIB hours.

Registered nurses assigned this schedule will be expected to work each weekend of the pay period- either Friday, Saturday, Sunday OR Saturday, Sunday, Monday. Weekend differential shall apply.

II. Meal and Rest Periods: All employees shall receive an unpaid meal period of at least one-half (½) 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 three (3) paid rest periods of fifteen (15) minutes each during each shift of twelve (12) hours or more 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.

III. Registered Nurses working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half times the regular rate of pay for the first hour after the end of the shift or any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than one (1) hour beyond the end of a scheduled shift all overtime hours for that shift will be paid at double-time (2x). The workweek of each employee will be individually determined for the purposes of calculating overtime.

IV. Registered Nurses will not be required to work on their regularly scheduled day off. Any time worked on a voluntary basis shall be paid at time and one half (1½) their regular rate of pay after forty (40) hours in a seven- (7) day period. Registered nurses who work this pattern will not be required to work holidays that fall on their regularly scheduled days off but may volunteer to work those holidays if it is mutually agreed. Depending on the department holiday scheduling practice, they may be required to work on holidays that occur on their regularly scheduled days to work.

V. Registered Nurses unable to continue working the twelve (12) hour staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified with Group Health.

VI. The Employer will make a good faith effort to provide each employee with eleven (11) hours and thirty (30) minutes off duty between shifts. In the event an employee is required to work with less than eleven (11) hours thirty (30) minutes off duty between shifts, all time worked within this eleven (11) hour thirty (30) minute period shall be paid at one and one-half (1½) times the regular rate of pay.

VII. Provisions of the Group Health /SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the Registered Nurses working the twelve- (12) hour staffing pattern. The provisions of this Addendum shall be subject to renegotiations simultaneous with the Group Health /SEIU Healthcare 1199NW negotiations.

It is further agreed and understood that it shall continue to be the goal of Group Health and SEIU Healthcare 1199NW to encourage innovation in all areas of nursing profession consistent with quality patient care and the needs of the individual nurse and further that Group Health and SEIU Healthcare1199 NW will continue to work together toward their mutual achievement of that goal.

Signed and agreed to this 15th day of April, 2014.

J Wetzel

Jenny Wetzel
GH Employee and Labor Relations

Phoebe Rounds
SEIU 1199NW

Letter of Understanding
By and Between
Group Health and SEIU Healthcare 1199NW
Regarding ARNP-NHS Seniority

This Letter of Understanding delineates the mutual agreement between Group Health (Employer) and SEIU Healthcare 1199NW (Union) regarding the application of seniority to all ARNPs working in Nursing Home Services (NHS). The parties agree to the following:

1. In 2010, the parties entered into an Addendum Regarding Geriatric Care Specialists when certain employees were accreted into the existing RN/ARNP collective bargaining unit. Section G of that Addendum refers to seniority as follows: "For purposes of unit layoff and unit job posting, seniority shall be defined as the date of hire into the job classification."

2. The Section G language above was mistakenly left out of the 2011-2015 collective bargaining agreement (CBA) between the parties. Section 13.1 of the CBA defines seniority as "... an employee's continuous length of service as a registered nurse with the Employer from most recent date of regular hire."

3. As a result of number 2 above, the following NHS bargaining unit employees will use the corresponding "Date of hire into the job classification" for any future NHS unit layoff and/or unit job posting. The parties agree that the difference between this and the CBA seniority dates would be, very generally stated, that time someone worked at the Employer not in NHS but in an RN classification would be included in the CBA time but not in the NHS time. In addition, the parties acknowledge that standard Employer practices for adjusting seniority dates will apply as needed (e.g., Section 13.24 of the CBA).

EE ID	Employee Name	Date of Hire into the Job Classification	Updated CBA Seniority Date
13228	Cohn, Leslie	10/15/1998	10/15/1998
15815	McDonald, Kathy	3/29/1999	3/29/1999
15253	Jones, Claudia	3/26/2001	3/26/2001
11695	Alidina, Jo	5/19/2001	2/3/1977
19071	Knutsen, Judith	6/1/2004	6/1/2004
19711	Olson, Mary	11/3/2004	11/3/2004
14122	Todd, Linda	12/11/2004	9/21/1990
20329	Wilcox, Mary	6/1/2005	6/1/2005
21252	Evans, Joung	4/2/2006	4/2/2006
16740	Wyant, Fran	7/23/2006	3/21/1999
12350	Richardson, Polly	9/3/2006	8/9/1993
23579	Syfers, Maia	3/1/2008	3/1/2008
23367	Cao, Qing	6/23/2008	6/23/2008
21333	Williams, Elizabeth	10/6/2008	10/6/2008
24169	Bordeaux, Bob	10/13/2008	10/13/2008
24191	Sarhan, Melissa	12/24/2008	12/24/2008
22780	Brings, Elva	6/12/2009	6/12/2009
26185	Schuman, Lisa	11/16/2010	11/16/2010
20852	Devine, Sarah	9/26/2011	9/19/2005
27344	Morris, Doreen	11/14/2011	11/14/2011
14557	Franz, Elizabeth	11/28/2011	11/28/2011
27430	Mullen, Molly	12/18/2011	12/18/2011
12731	Mercer, Rita	10/21/2012	11/9/1997
14095	Rockwell, Melonie	1/12/2014	1/12/2014

4. If there are concurrent RN/ARNP bargaining unit layoffs in NHS and other departments, the parties will meet to discuss the application of this Letter of Understanding to such layoff.

Group Health Cooperative

By: _____

Date: 4/9/2014

SEIU Healthcare 1199NW

By: _____

Date: 4/8/14

Letter of Understanding
By and Between
Group Health and SEIU Healthcare 1199NW

Regarding NHS ARNP Temporary Afterhours Coverage

This Letter of Understanding delineates the mutual agreement between Group Health (Employer) and SEIU Healthcare 1199NW (Union) regarding compensation and assignment of ARNPs for afterhours call coverage. The Employer and Union agree to the following:

Coverage for on-call shifts will be handled in the following order:

1) MDs will retain their current call coverage responsibilities
2) ARNPs will retain their current call coverage (weekdays 5p-8p, 8a-5p Official GH Holidays)
3) Locum MD providers will be utilized to fill additional call coverage needs.
4) Volunteer ARNPs (FTEd and TPT) will be sought and assignments will be awarded on a first come first serve basis.
5) If there are uncovered after hours assignments from 8p-8a Monday – Friday, and 5p-8a Saturday, Sunday, and 5p -8a Official GH Holidays, FTEd ARNPs will be assigned based on inverse seniority.

Compensation for after-hours call coverage:

To help ensure patient requirements are met, FTEd ARNPs may volunteer to perform the afterhours call assignment as specified below during weeknights, weekends and holidays. When performing such assignment, the ARNP shall be paid as follows:

- Flat rate compensation of $600 for weekdays (Mon/Tues, Tues/Wed, Wed/Thurs, Thurs/Fri or Fri/Sat) afterhours call assignment from 8PM to 8 AM

- Flat rate compensation of $800 for weekends (Sat/ Sun or Sun/Mon) afterhours call assignment from 5PM to 8 AM

- Flat rate compensation of $800 for Official GH Holliday afterhours call assignment from 5PM to 8 AM

To help ensure patient requirements are met, TPT ARNPs may volunteer to perform the afterhours call assignment as specified below during weeknights, weekends and holidays. When performing such assignment, the ARNP shall be paid as follows:

- Flat rate compensation of $690 for weekdays (Mon/Tues, Tues/Wed, Wed/Thurs, Thurs/Fri, or Fri/Sat) –afterhours call assignment from 8PM to 8 AM

- Flat rate compensation of $920 for weekends (Sat/Sun or Sun/Mon) afterhours call assignment from 5PM to 8 AM

- Flat rate compensation of $920 for Official GH Holliday afterhours call assignment from 5PM to 8 AM

When an ARNP fulfills an 8p-8a after hours assignment Sunday – Thursday, coverage will be arranged for the next day's patient care assignment as necessary.

FTEd ARNPs will receive their full salary in addition to flat rate for assigned call coverage shifts. Coverage for the next day's patient care responsibilities will not be charged as leave of any type.

The Employer will make every effort to put in place a sustainable call coverage plan within 6 months of this agreement and the status of this temporary after hour's coverage will be reviewed at every NHS JLMC. If a permanent plan for this coverage is not in place within 6 months, the parties shall meet to renegotiate terms of this agreement moving forward.

The Employer and Union agree that this Letter of Understanding only applies to ARNPs working in NHS and is a one-time, non-precedent setting agreement.

Group Health Cooperative

By: Carol Wilson

Date: 2/24/16

SEIU Healthcare 1199NW

By: Phoebe R Rounds

Date: 2/24/16

Nurse Practitioner After Hours Coverage Addendum - Nursing Home Services

a. **Regular employee/FTE designation** - The After Hours Coverage position is a regular position established to provide phone support between the hours of 5:00 pm and 8:00 am. FTE designation for employees in the After Hours Coverage position will be determined on the basis of the number of fifteen (15)-hour shifts during which an employee must be available for duty, on an on-call basis, within a seven (7)-day week: an assignment of four (4) shifts per week will be classified as a 1.0 FTE; an assignment of three (3) shifts per week will equal a 0.75 FTE, etc.

b. **Availability** - The After Hours Coverage employee shall be available on an on-call basis to respond to facility calls throughout the shift. Employees may engage in non-work related activities as long as they are prepared to respond to calls "fit for duty".

i. Epic remote access is required

c. **Actual Hours Assigned** - For purposes of defining work assignment within the after hours call coverage shift, the following activities are included:

i. Phone calls, to include time spent responding to pager, talking to facility staff, related phone calls and documentation; and
ii. Time spent during the shift for meetings with supervisors and training as required by the Employer.
iii. Unforeseen work assignments may include unscheduled hours for covering high volume situations, daytime staff unavailable to receive calls, high volume/unique calls that could not be finished prior to 8a for example

d. **Compensation** - Per Article 5.8, Nurse Practitioners, unless otherwise noted, are not eligible for Article 7.5 (Rest Between Shifts); Article7.9 (Doubleback Pay); Article 8.5 (Shift Differential); Article 8.7 (Callback Pay); Article 8.8 (Work in Advance of Shift), Article 8.9 (Work on Day Off), Article 8.11 (Report Pay); Article 8.14 (Weekend Premium Pay); and Article 8.17 (Float Pool Premium).

In addition, in lieu of receiving any stand-by pay under Article 8.6, the After-Hours Coverage employees will be compensated as described in this Addendum.

An employee who is assigned for a full fifteen- (15) hour shift shall be paid: A flat payment equal to ten (10) hours pay at the contractual straight-time rate, regardless of actual hours worked.

An employee who is assigned for less than a full fifteen- (15) hour shift shall be paid: A flat payment, at the contractual straight-time rate, equal to the number of hours on-call multiplied times 0.67, regardless of actual hours worked.

e. Holidays - FTE'd After Hours ARNPs will be responsible to cover a determined amount of holidays based on FTE assignment.

1. Dedicated after hours call ARNP staff will also have a scheduled "night" off for each holiday assignment as per article 9.5 of the Group Health/SEIU 1199 contract
2. ARNP Daytime FTEd staff will be assigned to remaining 8a-5p holiday shift on a rotational basis. They also shall receive a day off with pay as per article 9.5.

f. **Relief Coverage** - An employee who provides relief coverage for After Hours Coverage staff will be paid in the same manner as the After Hours Coverage staff according to this Addendum.

g. **Relief Coverage Assignment** - In order to minimize the occasions and circumstances when it is necessary to assign other Nursing Home Services employees to provide relief coverage for after-hours care, the Employer will seek relief coverage in the following order of priority:

1. Employees working under this Addendum.
2. Regular or temporary employees trained to work the 15 hour shift for after-hours care as provided for under this Addendum.
3. When Group Health identifies an urgent care need, and when coverage under (a) and (b), is not available, competent, bargaining unit employees will be needed to provide coverage for after-hours care. Volunteers will be sought initially, with assignment on a rotating basis in inverse order of seniority the last option.

h. **Other Provisions** - All other provisions of the Group Health/SEIU 1199NW Agreement not inconsistent with this Addendum shall otherwise apply.

Signed and agreed to this 25th day of May, 2016.

Group Health Cooperative

By: JWetzel

Date: May 25, 2016

SEIU Healthcare 1199NW

By: Phoebe R Raund

Date: 5/25/16

Letter of Understanding Re: Primary Care Travel Groups Pods, Commute, Travel, and Mileage

Pods:

East King:	Bellevue, Factoria, Redmond, Renton (Home base; Bellevue)
Seattle:	Burien, Capitol Hill, Downtown, Rainier (Home base: Rainier)
Snohomish:	Everett, Lynnwood, Northgate, Northshore (Home base: Lynnwood)
Kitsap:	Port Orchard, Silverdale, Poulsbo (Home base: Silverdale)
Tacoma:	Tacoma Specialty, Tacoma South, Kent, Federal Way, Puyallup (Home base: Federal Way)
Olympia:	Olympia (Home base, Olympia)

The North Service Area Primary Care Travel Group is comprised of the East King, Seattle, and Snohomish pods and is considered a single work unit for the purpose of layoffs, vacation bidding, and job postings. The South Service Primary Care Travel Group is comprised of the Kitsap, Tacoma and Olympia pods and is considered a single work unit for the purpose of layoffs, vacation bidding and job postings.

Commute Time: Commute time is defined as travel from home to the first location of the workday. Commute time does not count toward hours worked for overtime calculation. When commuting to locations within the pod, commute time will not be paid. When commuting to locations outside the pod, all commute time over 45 minutes one way will be paid at straight time. MapQuest will be used to determine commute time, unless applicable laws result in a calculation more favorable to the employee.

Travel Time: Travel time is defined as travel between work locations during the work shift. Travel time will be paid and will count as hours worked for overtime calculation.

Mileage: Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day and reimbursed on all miles in excess of 20 miles one way. Mileage related to travel time within the work day will be calculated from the trip origin clinic/facility to the trip destination clinic/facility, and all miles will be reimbursed. Mileage will be calculated from the last assigned clinic/facility to the home base and reimbursed on all miles in excess of 20 miles one way. Mileage reimbursement allowance will be paid in accordance with IRS guidelines consistent with Group Health policy. In all cases, Group Health's "mileage calculator" will be used to determine mileage.

Signed and dated this 25th day of May, 2016.

For the Employer:

Tami Lamp
Executive VP, Human Resources
Group Health Cooperative

For the Union:

Chris Barton
Secretary-Treasurer
SEIU Healthcare 1199 NW

Letter of Understanding Re: Occupational Health Float Pay, Pods, Commute, Travel, and Mileage – Effective July 24, 2016

Occupational Health staff are hired within a designated pod in one or more location at which they have a regular schedule and FTE. Because of their skill set and training, coverage for staff members at other locations must come from within the Occupational Health program staff group. They may be assigned occasionally to other locations to provide enhanced staffing in response to patient demand. At times they may be required to travel to other Occupational Medicine sites.

Pods:
North 1: Everett, Lynnwood (Home base: Everett)
North 2: Northgate, Capitol Hill (Home base: Capitol Hill)
East: Bellevue, Burien, Renton (Home base: Bellevue)
South 1: Federal Way, Tacoma South, Puyallup (Home base: Tacoma South)
South 2: Olympia (Home base: Olympia)
Kitsap: Port Orchard, Silverdale (future Occ Med clinic) Home base: Port Orchard
Eastern Washington: Riverfront (Home base: Riverfront)

Occupational Health Program Staff Group in Western Washington is considered a single work unit for the purpose of layoffs, job postings, and vacation bidding. Eastern Washington is considered a single work unit for purposes of vacation bidding, job postings and layoffs.

When Occupational Health staff work outside their pod they shall be paid the following premiums:

$2.50 per hour - RN
$2.00 per hour – LPN and MA

Commute Time: Commute time is defined as travel from home to the first location of the workday. Commute time does not count toward hours worked for overtime calculation. When commuting to locations within the pod, commute time will not be paid. When commuting to locations outside the pod, all commute time over 45 minutes one way will be paid at straight time. MapQuest will be used to determine commute time, unless applicable laws result in a calculation more favorable to the employee.

Travel Time: Travel time is defined as travel between work locations during the work shift. Travel time will be paid and will count as hours worked for overtime calculations.

Mileage: Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day and reimbursed for all miles between those locations. Mileage related to travel within the work day will be calculated from the trip origin clinic/facility to the trip destination clinic/facility, and all miles will be reimbursed. Mileage will be calculated from the last assigned clinic/facility to the home base. Mileage reimbursement allowance will be paid in accordance with IRS guidelines consistent with Group Health policy. In all cases, Group Health's mileage calculator will be used to determine mileage.

Group Health Cooperative

By: [illegible]
Date: 7/27/16

SEIU Healthcare 1199NW

By: [illegible]
Date: 7-26-16

Letter of Understanding Re: SEIU Float Care Management Liaison Nurses PODs, Premium Pay, Short Notice Shift Guarantee, Commute Time, Travel Time, Mileage and Parking

PODs: Care Management Liaison Nurses (CMLNs) are specifically hired to "float" between a home rounded facility and sister facilities within a POD. On occasion, CMLNs may be assigned to a rounded facility outside of their designated POD to provide enhanced staffing. PODs are defined as:

#1: St Joseph's Tacoma (Home); St Peter's Olympia (Sister)
#2: St Joseph's Tacoma (Home); Harrison (Sister)
#3: St Peter's Olympia (Home); St Joseph's Tacoma (Sister)
#4: Swedish (Home); Providence Everett (Sister)
#5: Overlake (Home); Providence Everett (Sister)
#6: Swedish (Home); Overlake (Sister)
#7: CIA at ASB (Home); St. Joseph's, Tacoma (Sister)

Premium Pay: CMLNs specifically hired to "float" between home and sister rounded facilities will be eligible for a $2.50 per hour pay premium for the first shift of any "short notice deviation" from the previously assigned rounded facility or when working at a rounded facility outside their assigned POD.

Short Notice Shift Guarantee: "Short notice deviation" is defined as notice received on the same day of a change in rounded facilities or after 4:30 pm the day prior to the change in rounded facilities. A shift guarantee and premium pay will only be paid on the first shift and will be paid only to the extent that the CMLN is available to work until the scheduled end of the shift at the rounded facility.

Travel Time: Travel time is defined as travel between different work locations during the work shift. Travel time will be paid straight time pay and will count as hours worked for overtime purposes.

Commute Time: Commute time is travel from home to the first location of the workday. Commute time will not be paid when commuting within an assigned POD. Eligible commute time over 45 minutes will be paid at straight time, but does not count toward hours worked for overtime. MapQuest will be used unless applicable laws result in a calculation more favorable to the employee.

Mileage: Mileage will be calculated/ reimbursed based on mileage from the home rounded facility to the first assigned rounded facility for that day and from the final rounded facility of the day to the home facility. Additionally, mileage will be reimbursed for all travel between facilities during a work shift. Mileage reimbursement allowances will be paid in accordance with IRS guidelines consistent with Group Health policy. In all cases, Group Health's mileage calculator will be used to determine mileage.

Parking: Parking will not be reimbursed if parking within an assigned POD.

Signed and dated this 7th day of November, 2016.

For the Employer:

Signature

Brett Hinson

For the Union:

Signature

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) — Date: 6/12/17

Chris Barton

On behalf of SEIU Healthcare 1199NW — Date: 6/15/17

On behalf of OPEIU Local 8 — Date: 6/12/17

On behalf of UFCW Local 21 — Date: 6-12-17

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 - 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
By and Between
Kaiser Foundation Health Plan of Washington and
SEIU Healthcare 1199NW - RN/ARNP Unit
Re: Home Infusion Therapy Travel Group Pods

Pods:

East King, Seattle, Snohomish:	Everett, Bellevue, Capitol Hill (Home base; Everett, Bellevue, Capitol Hill)
Tacoma, Kitsap, Olympia:	Tacoma Specialty, Silverdale, Olympia (Home Base; Tacoma)
HIT Travel Group:	Bellevue, Capitol Hill, and Tacoma (Home Base: Capitol Hill or Bellevue)

The Home Infusion Therapy Travel Group is comprised of two pods, a north pod and a south pod. The North Pod is comprised of East King County and Seattle, and is considered a single work unit for the purpose of layoffs, vacation bidding, and job postings. The South Pod is comprised of the Tacoma, Kitsap, and Olympia pods and is considered a single work unit for the purpose of layoffs, vacation bidding and job postings. RNs assigned to the HIT Travel Group will be paid the additional float pool pay as outlined in 8.17 of SEIU/RN contract.

The following will apply to all Pod Assignments:

Commute Time: Commute time is defined as travel from home to the first location of the workday. Commute time does not count toward hours worked for overtime calculation. When travelling to locations within the pod, commute time will not be paid. The exception to this is that commute time over 45 minutes one way will be paid for all Pods. When commuting to locations outside the pod, all commute time over 45 minutes one way will be paid at straight time. The Group Health Mileage Calculator will be used to determine commute time, unless applicable laws result in a calculation more favorable to the employee.

Travel Time: Travel time is defined as travel between work locations during the work shift. Travel time will be paid and will count as hours worked for overtime calculations.

Mileage: Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day and reimbursed on all miles in excess of 20 miles one way. Mileage related to travel within the work day will be calculated from the trip origin clinic/facility to the trip destination clinic/facility, and all miles will be reimbursed. Mileage will be calculated from the last assigned clinic/facility to the home base and reimbursed on all miles in excess of 20 miles each way. Mileage reimbursement allowance will be paid in accordance with IRS guidelines consistent with Kaiser Foundation Health Plan of Washington policy. In all cases, Kaiser Foundation Health Plan of Washington's mileage calculator will be used to determine mileage.

X _____
Jenny Wetzel
Kaiser Foundation Health Plan of Washington

Date: 11/29/17

X _____
Phoebe Rounds
SEIU Healthcare 1199NW

Date: 11/30/17

Letter of Understanding

Between Kaiser Foundation Health Plan of Washington and SEIU Healthcare 1199NW

Regarding CareClinic ARNPs

The following agreement sets out working conditions of the CareClinic ARNPs.

Shift. As per Article 5.8 of the collective bargaining agreement, CareClinic ARNPs who work 0.5 FTE or greater are exempt staff. The normal workday is 11 hours, including one half-hour at the beginning of the day and one half-hour at the end of the day for opening and closing procedures.

FTE Requirement.

For CareClinic ARNPs Renee Cantarini, Tamara Chinn, Cassandra Gavin, Andrea Eiseman, Chelsey Richardson, and Karen Sherwin, the FTE requirement for full-time (1.0) FTE shall be 14 11-hour shifts per month. This requirement shall be pro-rated for part-time exempt staff. This shall remain the FTE requirement for the six individuals named above so long as these individuals remain continuously employed at Kaiser Foundation Health Plan of Washington in the CareClinics, including if these individuals change their FTE (including to and from Locum/Per Diem status) while continuously employed.

As of January 1, 2018, for all other CareClinic ARNPs, the FTE requirement for full-time (1.0) FTE shall be 15.75 11-hour shifts per month. This requirement shall be pro-rated for part-time exempt staff.

Work unit. For purposes of layoff, job posting, and vacation bidding, the work unit shall be defined as the CareClinic ARNPs.

Schedule. Schedules shall be posted for a three (3)-month period at least eight (8) weeks in advance of the start of the schedule. CareClinic ARNPs meet the shift requirement for their FTE over the course of a calendar month, unless otherwise mutually agreed.

Holidays. Exempt full- and part-time CareClinic ARNPs who work a holiday receive one (1) day off with pay within 30 days of the holiday. Exempt full- and part-time CareClinic ARNPs who do not work a holiday receive one (1) day off with pay within 30 days of the holiday.

Benefits. All accrued benefits, including but not limited to PTO, EIB, medical benefits, and educational leave, will be accrued based on FTE, as according to the collective bargaining agreement.

"Red-circling" of wages. As of January 1, 2018, the six individuals named above who retain the 14-shift FTE requirement will not receive a pay step increase in 2018 on their anniversary date and will instead remain on the same step. They shall resume receiving step increases on their anniversary date as per the collective bargaining agreement in 2019.

Payment for additional shifts in 2017.

All exempt CareClinic ARNPs employed at the Employer between January 1, 2017 and October 31, 2017 shall receive a lump sum payment for all additional shifts above 14 for 1.0 FTE (pro-rated by FTE) for the time period from January 1, 2017 to October 31, 2017. Cassandra Gavin shall also receive this payment

for additional shifts for the time period from August 1 to December 31, 2016. This payment shall be based on the Additional Shifts for Exempt Employees (Article 7.4.1) provision in the collective bargaining agreement and shall be calculated based on the rate of pay earned by staff at the time they worked the additional shifts. This payment shall exclude pay for any additional shifts that were already compensated as additional shifts under the Additional Shifts for Exempt Employees provision. The Employer shall make this lump sum payment by December 31, 2017.

Exempt CareClinic ARNPs shall receive additional shift pay based on the Additional Shifts for Exempt Employees provision for all shifts above 14 for 1.0 FTE (pro-rated by FTE) for November and December 2017.

Other provisions. All other provisions of the RN/ARNP collective bargaining agreement between Kaiser Foundation Health Plan of Washington and SEIU Healthcare 1199NW apply to the CareClinic ARNPs.

Signed and agreed to December 15, 2017.

For the Union:

For the Employer:

Letter of Understanding
By and Between
KPWA and SEIU Healthcare 1199NW

Regarding Care Chat – Nurse Practitioners

Care Chat is a program that allows Kaiser Foundation Health Plan of Washington (KPWA) members to request a web-based chat session with a KPWA provider. The program is expected to ramp up through the first quarter of 2018 and be offered seven (7) days a week. The Nurse Practitioners (ARNPs) will be part of the care team and are the subject of this agreement.

The following terms and conditions will apply to ARNPs hired into this program:

Work Unit. Care Chat will be considered a separate designated work unit per the CBA 5.20 Work Unit.

FTE. Incumbent ARNPs who are selected for a position in the Care Chat work unit will have their total FTE increased, so long as it does not exceed 1.0 FTE. The additional FTE will be a considered a job 2, reporting to the manager leading the Care Chat program.

In some cases, increasing the incumbent's total FTE will move them to an exempt status per the CBA 5.8 Nurse Practitioner. This will only occur when current ARNPs have FTE's below .50 and increase their total FTE to .50 and above. KPWA recognizes the combined total FTE from both job 1 and job 2 for all provisions of the CBA, except as provided in this Letter of Understanding. For ARNPs that become exempt as a result of their combined total FTE, the exempt language from the CBA for ARNPs will apply in both Job 1 and Job 2. It is understood that ARNPs with multiple FTEs must meet the scheduling requirements of each role, however their job 1 takes precedence.

Wages. Wages for incumbent ARNPs who are selected for a job 2 in the Care Chat work unit will be paid according to the ARNPs current pay rate if their total FTE is .50 or greater. All new external hires and existing non-exempt ARNPs (FTE less than .50) will be hired into the work unit under the ARNP, 1104 Nurse Practitioner, 1115 Nurse Practitioner/NE, or 1105 Nurse Practitioner/15%/NE job codes, and paid in accordance with their FLSA status and the CBA.

Extra Shift. Exempt Care Chat ARNPs who work beyond their Care Chat FTE/schedule, and exempt ARNPs from outside the Care Chat unit who work beyond their regular FTE/schedule to provide short term coverage for unanticipated absences in the Care Chat work unit will be paid in accordance with article 7.4.1 Additional Shifts for Exempt Employees.

PTO. Staff will accrue PTO consistent with their combined total FTE. PTO bidding will take place per CBA within the work unit for Care Chat.

Benefits. If the combined total FTE triggers changes in benefit eligibility, the effective dates and changes will be per standard KPWA practices.

Telecommuting. ARNPs may have the option to telecommute for the portion of their FTE related to Care Chat. In order to telecommute, a telecommuting agreement must be approved and executed by the manager and employee. The template for this telecommuting agreement will be reviewed and agreed to between the Employer and the union. ARNPs who wish to work at a KPWA facility will have a

desk location/facility available. In order to get the Care Chat program up and running, ARNPs will not be required to work on-site 12 months before eligible to apply for telecommuting. They will be eligible upon successful completion of job training and onboarding. Section 3. Application and Selection of the telecommuting agreement will not apply to Care Chat ARNPs.

Layoff and Qualifying Hours Reductions. In the event of an FTE reduction or layoff, it will be processed within the Care Chat work unit only by seniority. Care Chat staff will not have the ability to exercise layoff options outside of the Care Chat work unit. This exception to the CBA language would only apply during the first two years of the program, while long-term viability is assessed. Impacted staff will be provided with 60 days advance notice [consistent with the "Addendum Regarding ARNPs"] of any necessary FTE reductions within the work unit. Additionally, any resulting benefits eligibility changes would be handled through standard KPWA processes.

Performance. This agreement does not waive any management rights. However, if an incumbent temporary or regular staff member with a job 1 outside of the Care Chat work unit is unable to meet the performance expectations that are exclusively related to the job 2 Care Chat position, it will not jeopardize employment in their ARNP job 1. If unable to meet the performance expectations specific to the Care Chat unit, staff will not be disciplined pursuant to article 6.3 Discipline/Discharge for Just Cause, rather they will just be returned to their primary job 1. This does not waive a staff member's ability to file a grievance.

Signed and dated this 18th day of January, 2018.

For the Employer:

Jenny Wetzel
VP Employee & Labor Relations
KPWA

For the Union:

Chris Barton
Director SEIU Nurse Alliance NW
SEIU Healthcare 1199 NW

SEIU Healthcare 1199NW Telecommuting Agreement

Kaiser Foundation Health Plan of Washington, Inc. (KFHPW) KFHPW and SEIU Healthcare 1199NW agree to provide telecommuting as an alternative work arrangement to staff employed at KFHPW. Under this agreement, there will be no change in how staff is compensated as a consequence of telecommuting. All regular and TPT KFHPW employees may apply for telecommuting once they become eligible, according to the terms of this agreement. Regardless of eligibility, however, no employee is unilaterally entitled to telecommute. Final approval and authorization remain with management, which shall retain sole discretion in deciding whether to allow any particular employee to telecommute. TPT and regular employees are required to work on-site 12 months before eligible to apply for telecommuting. If there is a demonstrated business need, exceptions to this 12-month requirement may be allowed by management.

Telecommuting is intended as an alternative (which will enhance employee productivity and satisfaction) for staff that consistently meets the eligibility requirements. The use of a site other than the employee's home for telecommuting will be subject to advance approval of the site by KFHPW management in its sole discretion. Management will be entitled to inspect the site before determining whether to approve its use for telecommuting. The rental of any telecommuting site will be at the employee's expense, and costs attributable to the rental will not be subject to reimbursement. Telecommuters who are regularly scheduled to work outside of a KFHPW facility will have no assigned onsite seating at KFHPW. This agreement can be re-examined at the request of either party as needed.

KFHPW management is ultimately accountable for the efficient and safe delivery of patient care, per Article 4 of the contracts between SEIU Healthcare 1199NW and KFHPW. It is agreed that the telecommuter will be expected to comply with the terms and conditions contained in the Telecommuting Agreement attached as Appendix A.

Signed and dated this 14 day of March, 2018.

For the Employer:

Joe Killinger
Sr. HR Manager, Employee & Labor Relations
KFHPW

For the Union:

Phoebe Rounds
Lead Organizer
SEIU Healthcare 1199 NW

APPENDIX A

Telecommuting Agreement

Telecommuters will be expected to comply with the terms and conditions specified below.

1. **Overview**
   A. Telecommuters will perform the same job functions and responsibilities as all other staff in the same job classification and any associated role description for this department or program.

   B. KFHPW compensation and benefits will not change as a consequence of the decision to telecommute. Workers' Compensation Insurance will cover staff that telecommute.

   C. KFHPW employment standards relative to performance, productivity and conduct will not change as a consequence of the decision to telecommute.

   D. Telecommuters will be expected to work their standard schedules/shifts and the number of hours associated with their FTE, or assigned shifts for a TPT employee. Breaks and meal periods will be assigned as usual, and must be taken in accordance with the applicable SEIU Healthcare 1199NW contract and KFHPW requirements.

   E. Guidelines relative to accepting requests to work more than scheduled hours will not change as a consequence of the decision to telecommute. Additional shifts will be paid in accordance with the applicable contract provisions.

   F. Non-exempt telecommuting staff will use Kronos to record hours worked by clocking in/out by computer time stamp, following Pay Practices – Nonexempt (hourly) staff guidelines. Overtime must be prescheduled and preapproved.

   G. Telecommuters will be assigned to a KFHPW facility for the purposes of designating their worksite and will be expected to perform the same job functions, maintain the same responsibilities, and meet the same expectations as onsite staff members, including remaining responsive to phone calls and emails from team members or managers.

   H. The primary work location of staff participating in telecommuting will be the location of the KFHPW facility from which they previously worked or would be assigned to work but for the telecommuting arrangement. The telecommuter's alternate work site is not considered their primary work location. If the telecommuter is scheduled to work onsite, not related to an equipment failure at the alternative work site, any trips from the telecommuter's alternate work site to the designated KFHPW primary work location is considered commute time and is not eligible for mileage or travel time.

   I. Telecommuters must keep their manager apprised of any deviation from their normal work schedule. Telecommuters must contact their manager with any questions or circumstances that arise while telecommuting that are

not covered in this telecommuting agreement.

J. Telecommuters must be committed to working from their alternate work site for a minimum of six months. This includes not seeking other positions that would end the telecommuting arrangement.

2. Eligibility

The staff member must meet and maintain compliance with the following requirements in order to be eligible for telecommuting:

A. Quality Assurance/ Quality Improvement:

a) The staff member must not have any of the following:
(i) Critical Incident within the last 3 months
(ii) Increased monitoring related to concerns about quality of care
(iii) A learning plan (PIP) in place

The manager will determine if the telecommuter should return to work on site, and the amount of time to be spent there. The employee may have a union representative or colleague present at related meetings with the manager, if the employee so chooses.

b) The telecommuter currently working remotely may be placed on a learning plan and required to return to work on site if any of the above QA requirements are not met.

B. Productivity

a) The staff member must consistently meet productivity standards as defined by their Performance & Development agreement.
b) The telecommuter currently working remotely may be placed on a learning plan and asked to return to the KFHPW work site if any of the productivity requirements are not consistently met for three consecutive months.

C. Tardiness and Absenteeism

The staff member must have demonstrated good attendance by being in compliance with the standards established in relevant KFHPW policies.

D. Performance Standard

The staff member must not be subject to any written performance disciplinary actions within the last 12 months.

E. Continued Eligibility Requirements

The staff member to remain eligible to work remotely must meet the above criteria as well as the requirements below:

a) Work well independently, not requiring inappropriate consultation with colleagues, manager or medical director for assistance. This will be determined by the manager with feedback from colleagues and the medical director.

b) Continue to demonstrate proficiency with the technical requirements of the job on

site.

c) Live within a one hour commute (in regular traffic/non-peak time) from the normal work site in case of technical difficulties requiring on-site work. This requirement applies to an alternate work site outside of KFHPW facility.

F. Night Shift

a) Any regularly scheduled night shift must all work onsite.

G. Charge or Lead

a) Must all work onsite.

3. **Application and Selection**

A. Any staff members wishing to apply will send an email to their manager expressing their interest. Managers will schedule a meeting with the candidates to review the request.

B. Managers will notify the applicant in writing regarding their approval or denial of the telecommuting request.

C. If a candidate meets required qualifications, managers will determine selection as follows:

a) Candidates who meet eligibility requirements will be eligible for consideration.
b) Managers will prioritize remote positions to those staff members who meet or exceed performance expectations and can perform their job functions effectively within their assigned shifts and at remote locations.
c) If multiple staff members meet requirements, seniority shall be the determining factor when such factors as skill, competence, ability and dependability are substantially equal.
d) Telecommuting will be offered based on seniority and then qualifications during the initial implementation of telecommuting within the department. Qualified staff members who were not initially selected will be placed on a waiting list in order of seniority. After the initial implementation, any individuals requesting to telecommute will be added to the end of the list in order of their request.
e) Once a waiting list has been established, when a telecommuter position becomes available (i.e., through retirement, resignation, termination, transfer to a different department at KFHPW, etc.), the first person on the waiting list will then be offered the vacated telecommuting position.

4. **Returning to WorkOn-Site**

A. KFHPW will provide an onsite hotel workstation, if available, on a first-come first-serve basis. KFHPW will make reasonable efforts to accommodate the ergonomic needs of telecommuters when in the KFHPW offices.

B. Telecommuters agree to work a minimum of six-months using remote access. After the initial six month period or upon mutual agreement, the telecommuter or manager may terminate the telecommuting arrangement for any reason with 30-days written notice to the other party.

C. If a telecommuter is asked, requests, or needs to work onsite, s/he must take an available workstation. S/he cannot "bump" another employee from a workstation unless mutually agreed upon by the other employee and the manager. Special efforts

will be made to accommodate ergonomic needs of the staff.

D. The telecommuter will return to work onsite if the eligibility requirements are not met for three consecutive months in a 6 month period while telecommuting, unless otherwise specified in this agreement. The staff member would again become "eligible" for remote access after 3 months consistently meeting the standards. The staff member would be eligible to return to his/her previously held telecommuter position at the time. In the event the staff member loses telecommuting privileges twice, they will not be eligible to return to the previously held position. If the staff member has an FTE of .80 or greater, then he/she will then be assigned an available workstation.

E. The telecommuter may be required to work onsite due to equipment failure, failure to meet key job responsibilities, onsite coverage requirements, meetings, seminars, etc., that are away from the alternate work site. The telecommuter will attend on site mandatory staff meetings and in-services as requested by the manager. The manager will determine and indicate if the material to be presented is appropriate for remote attendance or review of on-line recordings of the material. The telecommuter is responsible for remaining current with materials presented at staff meetings and in-services.

F. Telecommuter may need to work the scheduled shift on site in order to precept a colleague. The manager will make an effort to notify affected staff at least 2 weeks in advance but may need to ask a preceptor to work on site if an unexpected scheduling issue occurs.

G. In the future the telecommuter may be responsible for notifying the manager to assure adequate seating space prior to working on-site.

H. The telecommuter may be required to work onsite for their Performance and Development reviews.

I. In the event of an extended leave of absence, the telecommuter may be required to work onsite for re-orientation as determined by manager.

5. **Equipment Failure**

In the event of an equipment failure:

A. Telecommuter will call manager to report the problem (even if it is short breaks in service) to see if others are experiencing the same problem (onsite or offsite)

B. Telecommuter will then call the IT Helpdesk to report the problem. PLEASE MAKE SURE TO GET AN INCIDENT (INC) NUMBER.

C. Telecommuter will notify the manager with the incident number, time of occurrence to denote the beginning of the nonproductive (NP) time of the technical issue along with the status of the problem, i.e. if it is resolved or IT will call back. Once the issue is resolved, the telecommuter will notify the manager.

D. Non-exempt telecommuters will be paid NP time in the event of equipment failure. If the problem is not likely to be resolved within one hour, the telecommuter and

manager will decide on the best course of action. Once the decision is made, the telecommuter is expected to be able to their leave remote location immediately to commute to the KFHPW work site. The telecommuter may need to work onsite until the end of the shift at the regular "quit" time. Under some circumstances, the manager may direct the telecommuter to come to the KFHPW site to work at the onset of the equipment failure, based on patient care needs.

E. Travel time will be paid at the regular rate of pay. As an alternativeto coming in to work on site, by mutual agreement between the telecommuter and the manager, s/he may arrange to:
   a) Use PTO
   b) Use unpaid leave with benefits
   c) Use paid non-productive time at the manager's discretion, e.g. a telecommuter who is waiting for equipment to be delivered to the remote work site.
   d) Work later the sameday

   None of the above alternatives would result in overtime. Decisions will be made based on:
   a) time left in the shift
   b) distance from the work site
   c) estimated time for problem resolution
   d) length of queues
   e) inclement weather/ unsafe driving conditions.

6. **Power and/or Internet Outages**

In the event of a power and/or internet failure at the alternate work site, the telecommuter will immediately notify the manager and then contact the power company or internet service provider to determine the estimated time of restoration. If the power company or internet service cannot guarantee the return of service within one (1) hour, the telecommuter may need to come to the KFHPW facility immediately to work onsite for the reminder of the telecommuter's shift. Manager will decide the best course of action for the remainder of the telecommuter's work shift. Upon mutual agreement between the telecommuter and manager, the work shift may be flexed without triggering daily overtime.

7. **Information Security**

A. Telecommuters will abide by KFHPW and HIPAA confidentiality policies and shall be bound by those policies.

B. The telecommuter is solely responsible for ensuring the confidentiality of all patient and other confidential business information. This includes both telephone conversations and information visible on the screen at all times. The telecommuter will take every precaution to change to non-patient information screens if another individual enters the work area. Telecommuter will sign a KFHPW confidentiality statement. The telecommuter will use only the computer provided by KFHPW for work.

C. The telecommuter will use a shredder to destroy any hand written notes containing patient information or staff schedules, by the end of each shift. The telecommuter is not to have a printer attached to the KFHPW CPU.

8. **Work Process & Guidelines**

A. Telecommuting will be seamless to customers.

B. The telecommuting workspace is considered an extension of KFHPW workspace. The workspace must be kept clean, orderly, hazard free and ergonomically correct. The workspace must be private and isolated from commons areas to avoid patient information being heard by others. The workspace must also be free of any ambient noise that could be heard by the consumer. During work hours, the telecommuter cannot be the primary care giver for ANY family member, and must be totally dedicated to the job while on the job.

C. KFHPW retains the right to make on-site inspections of the alternative workspace. Telecommuters will be notified 24 hours in advance of an onsite visit. When Kaiser Permanente provides notice at least one work day prior during the regular work shift, such visit would occur anytime during the following workday shift. These visits may be for performance, security and occupational health and safety reasons

D. The telecommuter is expected to be accessible and access email and respond if requested in a timely manner to Instant Messaging and to the manager during scheduled work hours. The telecommuter will be available during assigned workhours, just as when working onsite.

9. **Equipment & Resources**

A. KFHPW will provide the computer, monitor, software, surge protector, telephone and headset, and any other equipment necessary for the phone and computer to be operational.

B. Any hardware, software, or reference material purchased by KFHPW remains the property of KFHPW and will be returned by the telecommuter, should the telecommuter's employment or this agreement be terminated... The telecommuter will make arrangements with the IT services for the return of KFHPW provided equipment within two working days of their last day of employment or dissolution of this telecommuting agreement. KFHPW-owned software may not be duplicated except as formally authorized.

C. No software other than that necessary to perform tasks related to telecommuting at KFHPW is to be installed on the telecommuting computer, e.g. screen savers, games.

D. For the purposes of hardware and software security, the following policies will apply to all computer equipment used for telecommuting:

a) All software must be approved by IT before installation. Only IT-approved electronic mail system is allowed for use. KFHPW reserves the right to install auditing software on each PC.
b) The business modem and router provided are to be used ONLY with and for KFHPW equipment, unless instructed by IT. User will not make any changes to the modem or router once installation is completed.
c) KFHPW reserves the right to make changes in / or replace hardware and software.
d) The equipment is provided for KFHPW business use only. Exclusive use of the modem and router for KFHPW business facilitates troubleshooting and service from the service provider.
e) Special instructions: Technicians who work in the home must have written work order instructions. If the technician does not have written orders, have them call 206-901-6705.

(i) All KFHPW orders require the site visit technician to contact IT before the home visit.

(ii) IT will provide instructions to both the nurse and the technician so that the business purposes for the visit and installation scope are clear.

f) KFHPW IT manages the broadband circuit orders including installation and customer satisfaction

E. Voice and Internet Requirements

a) The telecommuter is expected to use voice communication software and hardware via high-speed internet access. The cost of the hook-up and monthly service for high-speed internet access will be the responsibility of KFHPW.

b) Additional equipment (such as a router) used for personal PC Internet access is the responsibility of the telecommuter.

10. <u>Home Office</u>

A. Each telecommuter is responsible for providing a work surface and an ergonomically correct, adjustable chair. Ergonomic keyboard and/ or mouse purchased for the telecommuter's use at the KFHPW work site may be taken to the home environment. This equipment will be transported by the telecommuter back to the worksite for shifts scheduled at the work site. Telecommuters will also transport their headsets to and from the onsite location.

B. If an altered workstation has been prescribed at the KFHPW worksite for ergonomic reasons, the same requirements must be met at the alternate worksite.

C. Supplies required to complete assigned work at the alternate worksite are to be obtained at KFHPW. Out-of-pocket expenses for materials and supplies normally available at KFHPW, i.e. paper, post-its, etc., will not be reimbursed.

D. KFHPW will provide for the repair and maintenance of the hardware and software provided by KFHPW as long as all agreements pertaining to maintenance and upkeep of the equipment and workspace outlined in this document have been followed. The telecommuter will bring equipment in need of repair to KFHPW for repair or exchange.

E. The telecommuter is responsible for the safe return of all property that belongs to KFHPW.

F. The telecommuter will be responsible for and will reimburse KFHPW for equipment repairs and services charges necessitated by:

a) Intentional damage to the equipment

b) Damage resulting from gross negligence by the telecommuter, any member of the family, or anyone near the equipment

c) Damage resulting from power surge if no surge protector is used

d) Unauthorized changes to the PC.

e) Change of location of equipment such as moving residences or moving equipment within the residence.

G. If the telecommuter does not return the equipment, property or supplies within five business days following the termination of the telecommuting arrangement, the employee authorizes KFHPW to deduct the value of such equipment, property or supplies from any money owed to the telecommuter by the company.

11. Management Support

Management will establish a Service Level Agreement with IT that defines how problems will be reported, solved and/or escalated to the appropriate resource within a reasonable time frame.

[EMPLOYEE NAME]
Name: _____
Date: _____

KAISER PERMANENTE
(Manager)
Name: _____
Date: _____

(Human Resources Business Partner)
Name: _____
Date: _____

KAISER PERMANENTE®

Kaiser Foundation Health Plan of Washington
Human Resources
1300 SW 27th St
PO Box 9813
Renton, WA 98057-9813

April 10, 2018

Letter of Agreement

Kaiser Foundation Health Plan of Washington, Inc.
And
SEIU Healthcare 1199NW

RN/ARNP Collective Bargaining Unit Agreement Article 8.17 Float Pool Premium.

Kaiser Foundation Health Plan of Washington, Inc. and SEIU Healthcare 1199NW agree to modify The CBA Article 8.17 Float Pool Premium to allow payment of the $2.50 per hour premium beginning the first date of hire or transfer into the Primary Care or Specialty Float Pools.

Regular and temporary Registered Nurses currently in a Primary Care Travel Group or a Specialty Center Float Pool who have not completed the required six (6) months will receive the premium beginning April 15, 2018. Retroactive premium pay will not be paid.

This agreement pertains to Western Washington Primary Care Travel Groups and Specialty Float Pools Registered Nurses.

J Wetzel

Date: April 10, 2018

Jenny Wetzel, Exec Director, Employee & Labor Relations
Kaiser Foundation Health Plan of Washington, Inc.

Date: 4/12/18

Phoebe Rounds, Union Representative
SEIU Healthcare 1199NW

H: drive travel group premium changes RN final April 10, 2018 - BBB

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 July, 2018.

For the Employer:

Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPW

For the Union:

Phoebe Rounds
Lead Organizer
SEIU Healthcare 1199 NW

Suzanne Mode
Business Manager
OPEIU Local 8

Erin Adamson
HealthCare Membership Director
UFCW 21

Addendum
Regarding Columbia Medical Associates (CMA)
Integration into KFHPWA Eastern Washington Operations
By and Between
Kaiser Foundation Health Plan of Washington (KFHPWA)
and SEIU Healthcare 1199NW (SEIU)

Except as specified below, the entirety of the respective SEIU Collective Bargaining Agreements (CBA's) apply to the transitioning former CMA Medical Assistants, Licensed Practical Nurses, Registered Nurses, Nurse Practitioners, and Social Workers.

SEIU and KFHPWA agree to the following:

First Date of Employment:
January 1, 2019.

Seniority:
Former CMA employees who become employees of KFHPWA on January 1, 2019, upon closure of CMA, will have a seniority date of January 1, 2019.

Seniority Tiebreaker:
In order to tiebreak former CMA employees' seniority dates, their most recent hire date at CMA will be applied. In the event two or more former CMA employees' CMA hire dates are the same, then 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.

Probationary Period:
All former CMA employees will service a three (3) month probationary period. KFHPWA agrees to not extend probation for CMA employees past three (3) months.

Initial Wage Schedule Placement:
Former CMA employees will be placed on the appropriate wage schedule at the closest step which provides for at least a 1.8% increase from their current hourly wage at CMA as of October 25, 2018. This will be executed in the following manner:

- First, calculate the current CMA hourly wage plus 1.8%;
- Then place on the next closest step on the appropriate wage schedule that does not result in a pay decrease

Experience Audit:
In July through August of 2019, KFHPWA will conduct an experience audit. This experience audit will be conducted for staff employed by KFHPWA on January 1, 2019. KFHPWA reserves the right to determine what constitutes continuous and relevant experience and the final outcomes of the audit. Following the audit, KFHPWA will meet with each audited employee to discuss outcomes. Each step on the wage schedule represents one (1) year of experience. If the initial placement of former CMA employees on the wage schedule does not commensurately reflect their years of continuous and relevant experience, they will receive step placement credits, beginning the first pay period on or after the following dates:

- January 1, 2020 – 1 additional step
- January 1, 2021 – full credit

Next Step Date:
Former CMA employees will advance steps on the wage schedule, if applicable, the first day of the first full pay period on or after January 1, 2020, and each year thereafter in accordance with their respective CBA.

Health Benefits:
Former CMA employees will have access to health benefits on their first day of employment, January 1, 2019. The normal wait periods associated with new hires will not apply to former CMA employees.

PTO Accrual:
Former CMA employees will receive credit for years of service at CMA for purposes of determining their PTO accrual rates as defined by the respective CBA.

Holiday Pay:
Former CMA employees will be eligible for Holiday Pay on their first day of employment January 1, 2019.

Floating Holiday:
Former CMA employees will have immediate access to using their Floating Holiday. The normal six (6) month waiting period for new hires will not apply.

Retirement:
Former CMA employees will receive credit for years of service at CMA for purposes of determining their vesting towards KFHPWA's retirement plan, and retirement notice and service awards.

This is a one-time non-precedent setting agreement.

Signed and dated this 25th day of October 2018.

For the Employer:

Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPWA

For the Union:

Monica Livingston
Lead Organizer
SEIU Healthcare 1199 NW

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.

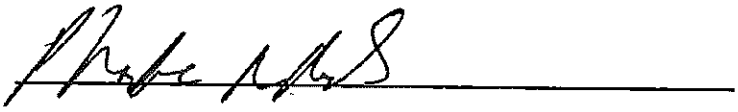
No reduction in benefits. There shall be no reduction in the level of current leave benefits, including PTO, EIB, and Short-Term Disability, in conjunction with the implementation of this agreement regarding WPFML.

Signed by:

Joe Killinger on behalf of KFHPWA

07/17/2019

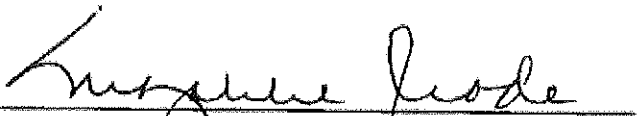
Date



Phoebe Rounds on behalf of SEIU 1199NW

7/17/19

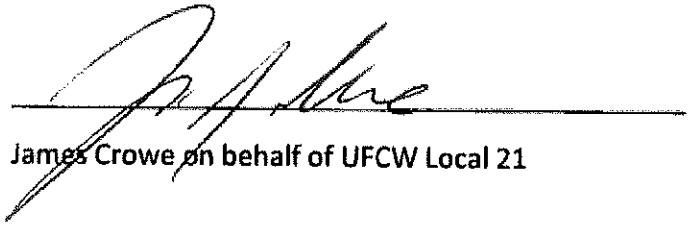
Date



Suzanne Mode on behalf of OPEIU Local 8

7/23/19

Date



James Crowe on behalf of UFCW Local 21

9-11-2019

Date

KAISER PERMANENTE®

SEIU RN1199 Wages
Effective October 2019

Location	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	24	25	26	27	28	29	30
WWA	1108	Staff Nurse	1	32.80	34.25	35.67	37.14	38.60	40.11	41.56	43.01	44.47	45.89	47.38	48.12	48.87	49.50	50.12	50.73	51.70	52.67	53.61	54.99	56.45	57.01	57.58	57.58	57.58	58.16	58.16	59.02	59.02	59.91
WWA	1110	Staff Nurse/15%	2	37.72	39.39	41.02	42.71	44.39	46.13	47.79	49.46	51.14	52.77	54.49	55.34	56.20	56.93	57.64	58.34	59.46	60.57	61.65	63.24	64.92	65.56	66.22	66.22	66.22	66.88	66.88	67.87	67.87	68.90
WWA	1111	Staff Nurse/15%/NB	2	37.72	39.39	41.02	42.71	44.39	46.13	47.79	49.46	51.14	52.77	54.49	55.34	56.20	56.93	57.64	58.34	59.46	60.57	61.65	63.24	64.92	65.56	66.22	66.22	66.22	66.88	66.88	67.87	67.87	68.90
WWA	1123	Staff Nurse/15%_Trvl Grp NF	2	37.72	39.39	41.02	42.71	44.39	46.13	47.79	49.46	51.14	52.77	54.49	55.34	56.20	56.93	57.64	58.34	59.46	60.57	61.65	63.24	64.92	65.56	66.22	66.22	66.22	66.88	66.88	67.87	67.87	68.90
WWA	1103	Liaison Nurse/15%	3	41.32	42.57	44.26	46.10	47.62	49.35	51.07	52.30	53.15	54.20	55.18	56.04	56.90	57.62	58.34	59.09	60.19	61.26	62.39	64.03	65.64	66.29	66.94	66.94	66.94	67.60	67.60	68.67	68.67	69.68
WWA	1113	Visiting Nurse/15%	3	41.32	42.57	44.26	46.10	47.62	49.35	51.07	52.30	53.15	54.20	55.18	56.04	56.90	57.62	58.34	59.09	60.19	61.26	62.39	64.03	65.64	66.29	66.94	66.94	66.94	67.60	67.60	68.67	68.67	69.68
WWA	1102	Liaison Nurse	8	35.93	37.02	38.49	40.09	41.41	42.91	44.41	45.48	46.22	47.13	47.98	48.73	49.48	50.10	50.73	51.38	52.34	53.27	54.25	55.68	57.08	57.64	58.21	58.21	58.21	58.78	58.78	59.71	59.71	60.59
WWA	1137	Liaison Nurse_NHS	8	35.93	37.02	38.49	40.09	41.41	42.91	44.41	45.48	46.22	47.13	47.98	48.73	49.48	50.10	50.73	51.38	52.34	53.27	54.25	55.68	57.08	57.64	58.21	58.21	58.21	58.78	58.78	59.71	59.71	60.59
WWA	1114	Visiting Nurse	8	35.93	37.02	38.49	40.09	41.41	42.91	44.41	45.48	46.22	47.13	47.98	48.73	49.48	50.10	50.73	51.38	52.34	53.27	54.25	55.68	57.08	57.64	58.21	58.21	58.21	58.78	58.78	59.71	59.71	60.59
WWA	1138	Lactation Consultant Nurse	1	32.80	34.25	35.67	37.14	38.60	40.11	41.56	43.01	44.47	45.89	47.38	48.12	48.87	49.50	50.12	50.73	51.70	52.67	53.61	54.99	56.45	57.01	57.58	57.58	57.58	58.16	58.16	59.02	59.02	59.91
EWA	1707	Staff Nurse	1	32.80	34.25	35.67	37.14	38.60	40.11	41.56	43.01	44.47	45.89	47.38	48.12	48.87	49.50	50.12	50.73	51.70	52.67	53.61	54.99	56.45	57.01	57.58	57.58	57.58	58.16	58.16	59.02	59.02	59.91
EWA	1708	Staff Nurse/15%	2	37.72	39.39	41.02	42.71	44.39	46.13	47.79	49.46	51.14	52.77	54.49	55.34	56.20	56.93	57.64	58.34	59.46	60.57	61.65	63.24	64.92	65.56	66.22	66.22	66.22	66.88	66.88	67.87	67.87	68.90
EWA	1710	Liaison Nurse	8	35.93	37.02	38.49	40.09	41.41	42.91	44.41	45.48	46.22	47.13	47.98	48.73	49.48	50.10	50.73	51.38	52.34	53.27	54.25	55.68	57.08	57.64	58.21	58.21	58.21	58.78	58.78	59.71	59.71	60.59
NURSE PRACTITIONER																																	
WWA	1104	Nurse Practitioner*	7	50.54	55.47	60.37	61.63	62.89	64.15	65.41	66.67	67.92	69.19	70.44	71.70	72.97	74.22	75.48															
WWA	1115	Nurse Practitioner/NE*	10	48.01	52.70	57.35	58.55	59.75	60.94	62.14	63.34	64.52	65.73	66.92	68.12	69.32	70.51	71.71															
WWA	1105	Nurse Practitioner/15%/NE*	9	55.21	60.61	65.95	67.33	68.71	70.08	71.46	72.84	74.20	75.59	76.96	78.34	79.72	81.09	82.47															
WWA	1118	Nurse Practitioner_NHS	12	50.54	55.47	60.37	61.63	62.89	64.15	65.41	66.67	67.92	69.19	70.44	71.70	72.97	74.22	75.48															
WWA	1125	Nurse Practioner_BHS	12	50.54	55.47	60.37	61.63	62.89	64.15	65.41	66.67	67.92	69.19	70.44	71.70	72.97	74.22	75.48															
WWA	1126	Nurse Practioner_CareClinic	12	50.54	55.47	60.37	61.63	62.89	64.15	65.41	66.67	67.92	69.19	70.44	71.70	72.97	74.22	75.48															
WWA	1129	Nurse Practioner_GI	12	50.54	55.47	60.37	61.63	62.89	64.15	65.41	66.67	67.92	69.19	70.44	71.70	72.97	74.22	75.48															
WWA	1119	Nurse Practitioner / NE_NHS	13	48.01	52.70	57.35	58.55	59.75	60.94	62.14	63.34	64.52	65.73	66.92	68.12	69.32	70.51	71.71															
WWA	1127	Nurse Practitioner / NE_CC	13	48.01	52.70	57.35	58.55	59.75	60.94	62.14	63.34	64.52	65.73	66.92	68.12	69.32	70.51	71.71															
WWA	1133	Nurse Practitioner / NE_GI	13	48.01	52.70	57.35	58.55	59.75	60.94	62.14	63.34	64.52	65.73	66.92	68.12	69.32	70.51	71.71															
WWA	1134	Nurse Practitioner / NE_BHS	13	48.01	52.70	57.35	58.55	59.75	60.94	62.14	63.34	64.52	65.73	66.92	68.12	69.32	70.51	71.71															
WWA	1120	Nurse Practitioner/15%/NE_NHS	14	55.21	60.61	65.95	67.33	68.71	70.08	71.46	72.84	74.20	75.59	76.96	78.34	79.72	81.09	82.47															
WWA	1128	Nurse Practitioner/15%/NE_CC	14	55.21	60.61	65.95	67.33	68.71	70.08	71.46	72.84	74.20	75.59	76.96	78.34	79.72	81.09	82.47															
WWA	1135	Nurse Practitioner/15%/NE_GI	14	55.21	60.61	65.95	67.33	68.71	70.08	71.46	72.84	74.20	75.59	76.96	78.34	79.72	81.09	82.47															
WWA	1136	Nurse Practitioner/15%/NE_BHS	14	55.21	60.61	65.95	67.33	68.71	70.08	71.46	72.84	74.20	75.59	76.96	78.34	79.72	81.09	82.47															
EWA	1709	Nurse Practitioner	7	50.54	55.47	60.37	61.63	62.89	64.15	65.41	66.67	67.92	69.19	70.44	71.70	72.97	74.22	75.48															
EWA	1712	Nurse Practitioner/15%/NE*	9	55.21	60.61	65.95	67.33	68.71	70.08	71.46	72.84	74.20	75.59	76.96	78.34	79.72	81.09	82.47															

The wage rates listed for the classifications above reflect a 3% minus $.09 across the board increase over November 2018 wages.
*Regular Nurse Practitioner classifications moved onto same wage scales as Specialty Nurse Pracitioners effective 10/13/19.