COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

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

Kaiser Permanente
SWEA
2019 - 2023

Collective Bargaining Agreement

By and Between

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON, INC.

(KFHPWA)

And

THE SOCIAL WORKERS EMPLOYEE ASSOCIATION,

Affiliated With

SEIU HEALTHCARE 1199NW

October 19, 2019 – October 31, 2023

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This Agreement is made and entered into by and between Kaiser Foundation Health Plan of Washington, Inc., hereinafter referred to as the "Employer," or “KFHPWA” and the Social Workers Employee Association, affiliated with SEIU Healthcare 1199NW, hereinafter referred to as the "Association." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to salaries, hours of work and conditions of employment. This document is limited to employees working at the employer’s facilities located in Western Washington (WWA) and Eastern Washington (EW).

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative for all regular employees classified as Masters level Psychotherapists, Medical Social Workers, Mental Health Care Coordinators, Hospice Spiritual Counselors, and Bereavement Services Coordinators, including but not limited to, all employees employed by the Employer), excluding supervisors as defined by the Act, and all other employees.

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, and 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 electronically transmit 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 electronically transmit a list of current addresses of all employees covered by this Agreement.

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

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

ARTICLE 3 - UNION REPRESENTATIVES

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

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

3.3 Union Delegates. A list of Union Delegates from the bargaining unit, elected in accordance with District and National Union by-laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Steps 1, 2 and 3 of the grievance procedure and Article 6.2 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/consumer service requirements, the Employer will make a good faith effort to assist in providing release time for exempt employees participating in contract negotiations. Subject to patient care needs and scheduling limitations, hourly staff will receive unpaid release time to participate in negotiations and will accrue paid time off on this time. Also, KFHPWA will pay for one (1) hourly staff representative to participate in contract negotiations for a maximum of seven (7) sessions.

3.7 Employee Participation in Union Activities. 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 appropriate advance notice and scheduling/staffing requirements, Union Officers, delegates and Conference Committee members may use eight (8) hours per calendar year of their post-graduate 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 Department once yearly of the names of union officers, delegates and Conference Committee members in order for those individuals to be eligible to access their post-graduate leave/time under this provision.

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 his/her former position. On a leave of absence exceeding twelve (12) weeks, s/he 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.

3.8 New Employee Orientation. During the Employer's centralized 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.

ARTICLE 4 - RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

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 lay off 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. Full and part-time employees shall be subject to a six (6) month probationary period. The probationary period may be extended up to additional three (3) calendar months by mutual agreement between the employer and the employee. 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 the required 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 Employees. An employee who is regularly scheduled to work less than forty (40) hours per week and who has successfully completed the required probationary period unless otherwise provided for herein, a part-time employee at a 0.5 FTE or greater shall be compensated in the same manner as a full-time employee except that wages and benefits shall be reduced in proportion to the employee's scheduled hours of work in a regular job assignment. Part-time employees at less than 0.5 FTE shall be paid on an hourly basis and receive overtime pay per Article 7.5.

5.4 Temporary Employee. 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 shall receive a twelve percent (12%) premium on their regular rate of pay in lieu of all fringe benefits. Temporary employees hired on a predetermined work schedule normally will not extend beyond six (6) calendar months, except when replacing a regular employee on an approved leave of absence. Regular employees reclassified to temporary status shall retain their prior step. Regular employees reclassified to temporary status shall retain their increment level plus twelve percent (12%) premium in lieu of all fringe benefits. Temporary employees shall be paid on an hourly basis and receive overtime pay per Article 7.5. Temporary employees may be terminated without notice and without recourse to the grievance procedure for terminations.

5.5 Lead. Masters level psychotherapist, medical social worker, or mental health care coordinator, who is assigned by the Employer certain administrative functions for eight (8) hours or longer per pay period, including but not limited to: coordinating schedules, maintaining departmental statistics, providing clinical consultation and guidance, directing work assignments and other general administrative duties. Lead responsibilities may be performed in the presence or absence of the supervisor/manager.

5.6 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.

5.7 Non-Exempt Staff. The following employees are classified as hourly staff, and shall be paid on an hourly basis:

a) All bargaining unit employees assigned a temporary part-time position

b) All bargaining unit employees assigned an FTE that does not satisfy the salary basis test under the Fair Labor Standards Act (FLSA) (currently less than 0.5 FTE)

5.8 Exempt Professional Employees. Regular full-time and part-time employees are exempt professionals as defined by the Fair Labor Standards Act. Schedule adjustments may be made to accommodate caseload demands.

5.9 Preceptor. A preceptor is an experienced Medical Social Worker who has completed the appropriate in-service program and is assigned by the manager, the responsibility for planning, organizing, and evaluating students. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific orientation period. When a Medical Social Worker is assigned by the manager to precept a student then preceptor pay will be paid. It is understood that MSWs in the ordinary course of their responsibilities will be expected to participate in the general orientation of new staff.

5.10 Seniority. 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 probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of regular hire.

5.11 Care Management Social Workers Spokane. Seniority shall be determined by the employee's most recent date of hire as a MSW. 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.

5.12 Job Openings. Seniority shall be the determining factor in regular job openings where such factors as skill, competence and ability are substantially equal. Continuity of patient care shall also be a determining factor. The Employer shall be the sole judge as to the qualifications and competence of its employees, as well as to the needs of patient care, but such judgment shall be fairly and reasonably exercised.

5.13 Seniority Tie. In the event two 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 or more employees do not have a date stamped application/transfer form, the last four digits of the employees' social security number will be added up with the highest number receiving first priority and so on.

5.14 Termination of Seniority. Seniority shall terminate upon cessation of the regular employment relationship; for example, discharge, resignation, retirement, refusal to accept an offer of comparable employment upon recall, after twenty-four (24) consecutive months of layoff, failure to comply with specified recall procedures, or failure to return from a leave of absence on a timely basis unless the employee has arranged an acceptable extension of the return date.

5.15 Work Unit. The term work unit means work group, department and/or facility. Exceptions to the Employer's identified work units may be established by mutual agreement between the Employer and the Union. The Employer will notify the Union of the creation of any new work units during the course of this Agreement.

5.16 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.

ARTICLE 6 - EMPLOYMENT PRACTICES AND PERSONNEL POLICIES

6.1 Non-Discrimination. The Employer and the Association 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 Discipline/Discharge for Just Cause. Discipline and 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.

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.

6.3 Notice of Termination. Employees who have completed the required probationary period shall receive twenty-eight (28) days' notice of termination or pay in lieu thereof including any accrued paid time off pay, except in cases of discharge for just cause.

6.4 Notice of Resignation. Employees shall be required to give at lease twenty-eight (28) days' written notice of resignation. Failure to give such notice may 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 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.

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

6.7 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 Decision Making. Clinician managers shall be an integral part of the decision-making process concerning clinical practice issues. Direct supervision in regard to practice style, caseload and therapeutic methods will be provided by trained clinicians.

6.9 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.

6.10 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.

6.11 Dual Licensure. When KFHPWA requires more than one state mental health license, the second and any subsequent license will be paid by the Employer.

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

6.12.1 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

ARTICLE 7 - HOURS OF WORK AND OVERTIME

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

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

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 Additional Shift Pay- Exempt Employees. At the approval of management, full and part time exempt employees who work additional shifts beyond their regular schedule/FTE shall be compensated on a lump sum basis: calculated based upon the employee's regular rate. A half shift, up to four (4) hours worked, shall be computed at four (4) hours x regular rate. A full shift, defined as five (5) hours or more worked, shall be computed at eight (8) hours x regular rate.

7.5 Overtime Non-Exempt Employees. Hourly employees shall be compensated at one and one-half (1 ½) times the regular rate of pay for all hours worked beyond the normal shift or forty (40) in the normal seven (7) day work period or eighty (80) hours within a fourteen (14) day work period. Article 7.4 shall not apply.

7.6 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.

7.7 EWA On-Call Assignments. The parties agree that the employer will continue its current policy and practice for providing on-call coverage in MHW/EWA. Staff assigned to the on-call pool shall receive one (1) paid day off in each month such on-call duty is completed. Such time may not be carried over and must be taken during the same month it is earned, subject to management guidelines for time off approval. Should the employer plan to change its on-call policy, management will notify the Union in advance in an effort to reach agreement on the change.

7.8 Exempt Home Health and Hospice MSWs On-Call Coverage. Coverage will be handled as follows:

1. On call coverage will be provided by MSW's in blocks of one (1) week on a rotating basis;

2. MSWs will receive one (1) paid day off per month in each month on call duty is completed. MSWs may request to receive a lump sum equivalent to one (1) day of pay in lieu of the one (1) paid day off per month in each month on call duty is completed if an employee requests such pay prior to or within one (1) week of providing on call coverage;

3. If an employee chooses the lump sum payment, it shall be a lump sum equivalent to one (1) day of pay at the employee's regular rate for the shift the employee ordinarily works;

4. In addition to the one (1) day off per month or lump sum equivalent to one (1) day of pay, an employee who is on call in a week in which one of the specific holidays recognized by KFHPWA falls will receive an additional lump sum that is one-half (1/2) the amount ordinarily received for one (1) week of on call duty as described in paragraphs 2 and 3 above;

5. KFHPWA will review the number and type of calls MSW's receive while on call six (6) months after coverage under this paragraph begins.

7.9 Weekends Off. All regular employees regularly scheduled thirty (30) or more hours per week, with the exception of those 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.

7.9.1 Outpatient Department Weekend Scheduling. For shifts not covered by employees that provide weekend coverage per article 7.9, the Employer shall first make weekend shifts needing coverage available for staff to volunteer for at the home clinic. Thereafter, employees within the districts defined below, shall have the opportunity to voluntarily sign-up for weekend shifts. The Employer will devise a means for all employees to indicate their interest for additional weekend work in the districts.

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

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

If a weekend shift becomes vacant after the coverage schedule has been made, but before the full work schedule is posted for a given month (for instance, due to

an employee leaving employment), that shift shall be assigned to the next employee in the rotation. When new employees are hired into vacant shifts that include weekends, employees that were scheduled into weekend shifts, either due to voluntary or assigned rotation process, shall revert back to their regular schedules.

The districts are as follows:

FHC, NGT & BLR: Supported by Seattle District (FHC, NGT, DTW, RVM, SLU, BLR)
TAS: Supported by Tahoma District (TAS, TAC, PLP)
BVU: Supported by East King District (BVU, RED, FAC)
EVM: Supported by Snohomish District (EVM, SMK)
LYM: Supported by Snohomish District (LYM, NSH)
RNT & FED: Supported by South King District (RNT, FED, KNT, BRN)
OLY: Supported by Olympia District (OLY, WOY)
SIL: Supported by Peninsula District (SIL, PBO, PRT, GGH)
RFM: Supported by Spokane District (RFM, LWH, VRH, SRH, KYM, NPM, LHT)

ARTICLE 8 – WAGES

8.1 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.

On the first day of the pay period after October 1, 2021: The following job classifications will receive an additional increase:

MLT, MSW, MHCC - 1%
Hospice Spiritual Counselor – 7.5%
Bereavement Services Coordinator - 7.5%

8.2 Hire-in Salary. Employees hired during the term of this Agreement shall be placed on the salary scale according to their years of continuous recent experience.

For purposes of this section, continuous recent experience shall be defined as clinical experience in a health facility or participation in a formal program of post-graduate social work education without a break in experience, which would reduce the level of skills in the opinion of the Employer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired employees in all other circumstances.

8.3 Step Increments. All step increments shall become effective at the beginning of the first full pay period following the employee's anniversary date. Effective the first full pay period on or after every January 15, temporary employees who have worked at least five hundred (500) hours during the previous calendar year will be eligible for a longevity increment in the new calendar year.

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

8.4 Lead Premium. An employee assigned as a lead under Article 5.5 shall receive four hundred fifty dollars ($450.00) per quarter, prorated by FTE. The premium will be paid on the first payroll period that occurs after March 31, June 30, September 30 and December 31.

8.5 Shift Differential Non-Exempt Employees. Shift differential in the amount of two dollars ($2.00) shall be in effect for all hours worked after 5:30 p.m. If a majority of scheduled hours occur after 5:30 p.m. then shift differential will be paid for all hours.

8.5.1 Shift Differential Exempt Employees. All shift differential premiums for exempt staff will be paid in quarterly installments.

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 $2.00 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 $2.00 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 $2.00 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 Weekend Premium Pay Non-Exempt Employees. 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.

8.6.1 Weekend Premium Pay Exempt Employees. 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. Effective the first pay period following October 1, 2021, the weekend premium will increase to two dollars and 50 cents ($2.50) per hour. The weekend shall be defined as hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. All weekend premiums for exempt staff will be paid in quarterly installments.

8.7 Certification Pay. SWEA members certified in a specialty area that requires clinical supervision and has a knowledge-based assessment that is necessary to receive the certification shall be paid certification pay if the employee is working with clients who will benefit from the specialty certification. Certification pay shall be a premium of three hundred dollars ($300) per quarter prorated for FTE, payable on the pay day that follows the first payroll period that occurs after March 31, June 30, September 30 and December 31, provided the particular certification has been approved by the Joint Conference Committee and provided further that the SWEA members continue to meet all educational and other requirements to keep the certification/recertification current and in good standing. A prerequisite for any certification for which employees receive a premium is the need for continuing education credits to maintain the certificate. Hourly SWEA members will receive certification pay of fifty cents ($.50) per hour. For hourly SWEA members, the certification premium will be paid on a straight time basis, even if the hours worked are deemed overtime.

The SWEA member is eligible for only one (1) certification premium, regardless of other certifications the SWEA member may have. Certifications required for the job are not eligible for certification pay. The Employer will determine if the certification qualifies for the area in which the SWEA member works. Certified SWEA members 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 dated documentation. Certification pay will cease if renewal documents are not received by the established timeline.

In order to develop the list of approved certifications in a timely manner, the JCC will meet monthly until the list is approved and may invite other clinicians to assist in the selection.

The Joint Conference Committee will review the certification list annually and recommend any updates. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification, fee schedule and other pertinent information to the Joint Conference Committee.

8.8 Preceptor Pay. When assigned preceptor responsibilities, an employee shall receive a premium of three hundred twelve dollars ($312) per quarter.

8.9 LICSW Premium Pay. Bargaining unit employees who possess the LICSW will be paid a one (1) dollar an hour premium. All LISCW premiums for exempt staff will be paid in quarterly lump sum installments.

ARTICLE 9 – HOLIDAYS

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

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

Each regular employee shall receive one (1) "floating" day off without loss of pay at some time to be scheduled by mutual agreement between the Employer and the employee. Employees shall be eligible to receive the floating holiday on a calendar year basis upon completion of six (6) months of employment. The floating holiday must be taken in the same calendar year as an employee becomes eligible for the floating holiday.

9.2 Holidays during paid time off. Holidays will be scheduled off on a rotational basis. If a holiday falls during an employee's paid time off it will be charged as a holiday.

9.3 Exempt Holiday pay on scheduled day off. If a holiday falls on an exempt employee's regularly scheduled day off the employee shall receive a day off with pay within thirty (30) days following the holiday. In no event shall an employee receive more or less than their regular salary.

9.4 Non-exempt pay for work on Holiday. Non-exempt full or part-time regular employees who work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus eight (8) hours' holiday pay at straight time. Upon mutual agreement, a day off as unpaid leave with benefits may be taken within a thirty (30) day period following the holiday. Temporary employees who work on a holiday shall receive one and one-half (1½) times their regular rate of pay.

9.5 Non-exempt holiday pay on scheduled day off. Full or part time hourly employees who take their regularly scheduled shift off due to the holiday will be paid for the number of hours the employee would have worked but for the holiday. For holidays falling on a scheduled day off, part time employees shall receive pro-rated pay calculated by multiplying their assigned FTE times eight (8) hours (from addendum).

9.6 Holiday dates of observance. 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.

ARTICLE 10 – PAID TIME OFF

10.1. Paid Time Off 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 Paid Time Off Plan from their date of employment or date of transfer to the Paid Time Off Plan. Paid Time Off 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.

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 his/her 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 his/her 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 Paid Time Off Compensation. Accrued Paid Time Off 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 Paid Time Off compensation for that day.

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

10.9.1. Accrued Paid Time Off shall not be payable on contractually designated or scheduled holiday.

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/dental appointments 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 towards attendance purposes.

10.11 On-The-Job Injury. Accrued Paid Time Off 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 Requests. 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 vacations 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.

11.2 Maintenance of Seniority. Leave with pay or for industrial injury will not alter an employee's seniority or anniversary date. Leave without pay for 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 the amount of PTO which would otherwise have been earned.

11.3 Return from Leave. 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. Advance written notification to the Employer shall be required two (2) weeks prior to the date of return.

11.4 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.

11.5 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.

11.6 Family Leave. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave in a twelve (12) month period to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to 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 (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 reserve up to eighty (80) hours (prorated for part-time employees) of PTO. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

11.7 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 or for the care of a dependent parent, spouse or domestic partner (spousal equivalent) of the employee for conditions other than those set forth in Article 11.6 (Family Leave). Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on dependent care leave not exceeding thirty (30) days shall be entitled to return to their prior position. Thereafter, the employee shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

11.8 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 who are scheduled to work night or evening shift shall be switched to a day shift for a jury duty day.) 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.

11.9 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.

11.10 Professional Leave. After completion of one (1) year of continuous regular employment, employees shall be eligible for professional leave. The Employer will allow at its discretion, leave with pay up to three (3) days a year to attend meetings of the professional association(s) and/or to sit for a professional certification examination. Such leave shall be subject to scheduling and budgetary limitations of the Employer.

11.11 Post-Graduate Leave. After six (6) months of continuous regular employment, employees shall be allowed up to forty (40) hours post-graduate leave/time per year per 1.0 FTE. Post-graduate time pro-rated for non-exempt employees to FTE shall be paid at straight time when taken on a scheduled day off. Such leave/time shall be subject to the scheduling requirements of the Employer, approval by the Employer of the subject matter to be studied, and certification of attendance and/or completion of the course. Employees who take post-graduate time on a scheduled day off may have the option to adjust their schedules for an equal amount of time off within thirty (30) days. Paid post-graduate time taken on a scheduled day off shall not be included as time worked for the purposes of benefit accrual or overtime
When an employee is required to attend an education function by the Employer as a condition of employment (which shall exclude programs for maintaining licensure and specialty certification), all expenses of this function shall be paid in full by the Employer.

11.12 Sabbatical. An individual who has been a regular active social worker for five (5) continuous regular years or more shall be eligible for sabbatical leave. Sabbatical leave may be taken for the purpose of furthering an individual's professional capacity and enhancing his/her value to the Social Worker staff. Applications for sabbatical leave shall be presented to the employee's immediate supervisor. The scheduling and

authorization to take such leave shall be determined solely by the Employer. Arrangements which are satisfactory to the Employer must be made for coverage or replacement of the staff member's services while the staff member is on sabbatical leave. In no event shall such leave exceed three hundred sixty-five (365) calendar days nor may such leave be taken more than once within each five (5) consecutive years of employment. Such leave of absence will be without pay but will not cause loss of accrued PTO time or loss of job seniority. Employees returning from a sabbatical leave of no more than six (6) months will be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position for which the employee is qualified.

ARTICLE 12 - MEDICAL, DENTAL, LIFE INSURANCE AND RETIREMENT

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

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

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

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

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

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

The Employer will continue in full force and effect its Defined Contribution Employee Retirement Plan (6.3% of eligible compensation including overtime). The Employer

agrees not to reduce the current level of contributions during the term of this Agreement. This commitment does not apply to administrative changes that may occur to the plan.

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

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

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

Retirement Notice Award Schedule:

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

12.4.3 Retirement Service Award. Employees will receive a service 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),

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 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 will provide Workers' Compensation Insurance for all employees. The employee's portion of the Supplemental Pension Fund will be payroll deducted, effective when administratively feasible.

Upon completion of eighteen (18) months of employment, employees assigned a .75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive employer-paid medical coverage for themselves and their dependents for a period of up to six (6) months.

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

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

12.8 Long Term Disability. The Employer shall provide long-term disability insurance for regular employees assigned a 0.75 FTE or greater, subject to the terms and

conditions of the plan, and employee's agreement to pay the required monthly premium cost share.

12.9 Child Bonding. The Employer shall provide child bonding leave for regular employees assigned 0.75 FTE or more with at least one (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 $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 Professional Liability. The Employer will provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

12.12 Self Referred Care. Self-referred care to non-KFHPWA mental health services (master's level therapist, psychiatrist, or clinical psychologist) for regular employees and their covered dependents shall be equivalent to the coverage specified in the KFHPWA Employee Medical Coverage Agreement. KFHPWA will provide a list of approved providers for staff and dependents to select from. If a member chooses not to use a provider from the approved list, that provider must have an established contract with KFHPWA and be credentialed in order to establish a fee schedule. Members who are, as of the date of ratification, using a provider not included in the list of approved providers, may continue to be reimbursed for such services (subject to the fee schedule for non-KFHPWA providers), until December 31, 2016. The level of benefits will not be decreased during the term of this Agreement.

12.13 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.

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

12.15 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.

12.16 Short Term Disability Insurance. The Employer will provide access to a short term disability supplemental insurance plan to employees through payroll deduction. Such plan will be one hundred percent (100%) paid for by the employee through payroll deduction using post-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 the same job classification in western Washington facilities will cease (or, for employees in EW, all vacant positions in the same job classification in EW facilities).

13.2 Layoff Notice. Notice shall be given to employees as far in advance of the layoff as possible. Except in emergency conditions or unforeseeable conditions beyond the Employer's control, notice of a permanent or prolonged layoff shall be given to employees and the Association at least thirty (30) days in advance of the 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 .5 FTE 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 the least senior person, assume the position "bump" of the least senior person in the same job title (for example, "Masters Level Therapist" or "Social Worker"). 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 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 the least senior person, if there is no comparable vacancy, the employee may select 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 the least senior person, if there is no comparable vacancy, the employee may select 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 Least Senior Person. An employee identified for layoff who is already the least senior person in a job title (for example, "Masters Level Therapist" or "Social Worker") 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.

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

13.7.5 Temporary Work. Preference will be given to regular part-time employees who are qualified in filling temporary openings subject to the requirements for all temporary employees at the facility. Employees desiring

temporary work shall be responsible for contacting the facility where they desire temporary work to indicate the employee's interest and availability. Employees on layoff who are qualified shall be given preference over other regular employees in filling temporary job openings. Acceptance of temporary work will not affect employee's recall rights.

13.7.6 Work Unit. The term work unit means work group, department and/or facility. Exceptions to the Employer's identified work units may be established by mutual agreement between the Employer and the Union. The Employer will notify the Union of the creation of any new work units during the course of this Agreement.

13.7.7 Comparable Job Vacancy. The term comparable as used in this Agreement is intended to mean:

1. Same rate of pay;
2. Similar FTE which shall be defined as a decrease or increase of .1 FTE in an employee's previously assigned FTE status;
3. Similar hours of work;
4. Same job classification;
5. Similar Geographic Locations:
    a) Burien, Renton, Renton Administrative Campus
    b) Downtown, Capitol Hill, Capitol Hill Specialty Center, Home Health and Hospice Capitol Hill, Family Health Care, Family Practice Residency, Rainier, Northgate, South Lake Union, Ballard
    c) Olympia, West Olympia
    d) Bellevue Medical Center, Redmond, Home Health and Hospice Redmond, Renton, Factoria
    e) Tacoma Medical Center, Tacoma Mall MHS, Steele Street, Home Health and Hospice Tacoma, Federal Way, Kent, Puyallup
    f) Everett, Northshore, Lynnwood, Smokey Point
    g) Gig Harbor, Port Orchard, Silverdale, Bremerton, and Poulsbo
    h) Eastern Washington

    In-Patient Hospital Units:
    a) North: Peace Health (Bellingham), Providence Everett
    b) Central: Overlake (Bellevue), Swedish (Cherry Hill & First Hill), CHIPS (Cap Hill)
    c) South: St Joe's (Tacoma), St Peters (Olympia), Harrison (Bremerton)

13.7.8 "Qualified". The term "qualified" as used in this Agreement shall mean the employee's qualifications to efficiently and effectively perform the required

work. In determining whether a person is qualified, the relative skill, competency and ability of the employee(s) will be criteria to be considered in the selection process.

13.7.9 Multi-Unit Layoff/Unit Merger. A multi-unit layoff occurs when there is a layoff as a result of the merger of two (2) or more units and/or division of one (1) or more units into new units. In the event of a work unit closure, employees of the work unit will exercise their layoff options provided in Article 13.3 in order of seniority.

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

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

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

13.7.13 Geographic Locations – New Worksites. The Employer will notify the Union of its intention to establish new geographic locations that will be worksites for bargaining unit members. At that time, the Union and Employer will meet to determine how these geographic locations fit into comparable geographic areas in Article 13.7.7 #5.

ARTICLE 14 – COMMITTEES

14.1 Joint Conference Committee (JCC). KFHPWA and the Association members share a mutual objective in providing the public with the highest quality of professional services. KFHPWA and the Association members recognize the importance of employee input into the decisions affecting the provisions of these services in achieving this objective. In pursuit of this common objective, the Employer and the Association shall establish a JCC to address professional practice issues and other mutual concerns, including staffing, productivity, case loads and Continuing Education. The JCC also has additional responsibility regarding certification pay (See Article 8.7).

The purpose of the JCC shall be to foster improved communications between the Employer and employees and to provide a primary forum for timely employee input into the management decision-making process related to important professional practice issues, such as productivity standards, revisions to a performance appraisal tool/process, licensing and certification requirements or statutes directly related to the quality of services.

Issues of mutual concern and any workplace problems regarding issues (i.e., decisions impacting the practice of social workers, master-level psychotherapists, examining psychologist(s), and mental health care coordinators) will be referred to and discussed by the JCC consistent with any procedures and decision-making process that may be established by the JCC. In support of JCC objectives, both Employer and employee representatives shall endeavor to provide timely information to the JCC on important professional practice issues being addressed within different departments. The JCC will work to resolve any issues over contractual issues; however, they may be pursued through the grievance procedures.

While the function of the JCC shall be limited to an advisory rather than a decision-making capacity, the JCC shall use an interest-based process to come to recommendations to be implemented by management. The JCC shall consist of not more than five (5) representatives of the Employer and five (5) representatives of the employees. One (1) EW representative may participate in the JCC as issues arise. Meetings shall be scheduled at least quarterly or at such intervals as mutually agreed upon and may be canceled by mutual agreement. The JCC shall be limited to committee members and individuals invited at the request of the entire JCC. Hours spent in attendance at the JCC shall be paid for by the Employer. Minutes of the meetings shall be kept and made available to both parties.

14.2 Steering Committee. The parties will establish a Steering Committee consisting of KFHPWA President Susan Mullaney and Senior level staff along with SEIU Healthcare 1199NW President Diane Sosne 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 committees work, set the meeting agendas and location, and determine what, if any, training is needed. The Steering Committee shall meet quarterly for one (1) year (or more often if mutually agreeable), discuss the progress of the group, and then decide if/how future work should be organized. The Steering Committee shall not engage in collective bargaining nor shall it supplant or duplicate contract negotiations. The parties may employ the services of a neutral consultant/facilitator.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

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.

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.

The employee's Safety and Health committee, and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and 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.

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. 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.

Regarding employee safety concerns. The Employer and Association mutually recognize the importance of taking affirmative steps to address employee concerns about personal safety and security at the worksite. To support this objective, each department will review at least annually employee concerns about safety and security through staff meetings and identify steps to be implemented to respond to these concerns including review of escort service, safety procedures, expectations, policies and procedures for dealing with potentially harmful and/or threatening clients and training for those who may be called upon to assist in responding to such clients.

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

This clause is included in recognition of the mutual responsibility of the Association and the Employer for continuity of patient care. For the duration of the Agreement, the Association and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid others 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 place of business. The Employer agrees that during this same period there shall be no lockouts nor shall 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, executed 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 the Association shall enter into immediate collective bargaining

negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions.

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 deny members of the bargaining unit, practices or benefits enjoyed by the majority of other employees. The Employer will communicate any changes in past practices to the 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 opportunities are set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 19 - TERM OF AGREEMENT

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

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

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

ARTICLE 20 - SUCCESSOR

This Agreement shall be binding upon any successor Employer including membership provisions, voluntary payroll dues deduction authorizations and voluntary political action fund deduction authorizations (i.e. SEIU-COPE program). A successor is to promptly transmit such deducted funds to the Union after closing of the business structure change. The Employer shall have the affirmative duty to call this provision to the

attention of any successor organization. The Employer shall provide the Union with documentation that the successor has agreed to assume this Agreement at least sixty (60) days in advance of the business structure change.

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

KAISER FOUNDATION HEALTH PLAN of WASHINGTON

Jocelyn A. Herrera-Ternes
Vice President, Human Resources

Jocelynne P. 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

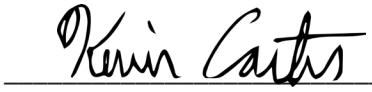
Cheryl Bilka, LPN, Primary Care, Veradale

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



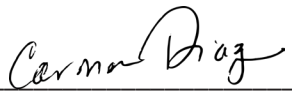
Kevin Carter, Custodian, Environmental Services, Tacoma

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

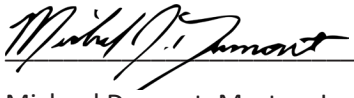
Arleigh Champ-Gibson, Spiritual Counselor, Hospice

Leslie Cohn, ARNP, Nursing Home Services

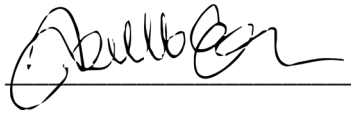
Corrie Piper, Masters Level Therapist, Mental Health and Wellness, Riverfront



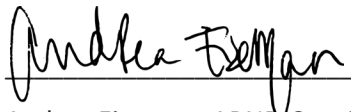
Carmen Diaz, Medical Assistant, Anticoagulation Management



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

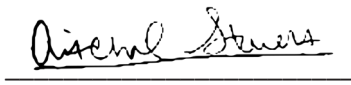


Arielle Eggers, Medical Assistant, Primary Care, Kent

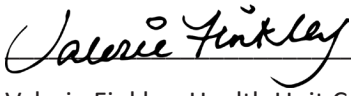


Andrea Eiseman, ARNP, CareClinics

Tamara Ellefson, Medical Assistant, Pediatrics, Lynnwood



Aischol Stowers, Medical Assistant, Primary Care, Puyallup

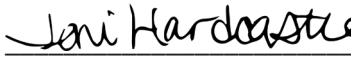


Valerie Finkley, Health Unit Coordinator, Urgent Care, Bellevue

Frederick Marcelo, LPN, Injection Center, Northgate

Ashley Grauman, Medical Assistant, Primary Care, Everett

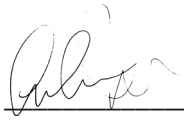
C. John Hall, Social Worker, Integrated Mental Health and Wellness, Bellevue



Joni Hardcastle, Social Worker, Home Health, Seattle

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

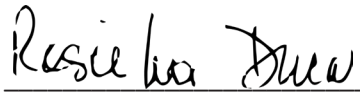
Cathleen Jessup, Physical Therapist, Physical Therapy, Burien



Aneshia Johnson, Medical Assistant, Primary Care, Puyallup

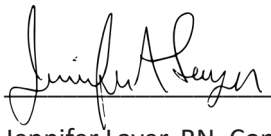
Joshua Kennedy, Surgical Tech, Day Surgery, Capitol Hill

Laura Kilberg, RN, Urgent Care, Tacoma



Rosie La Duca, RN, Care Management, Overlake

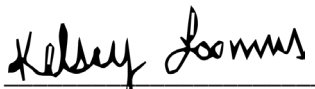
Kathleen Lange, ARNP, School-Based Clinics



Jennifer Layer, RN, Consulting Nurse Service

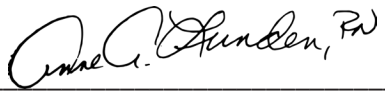
Theresa Lewis, Medical Assistant, Gastroenterology, Bellevue

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

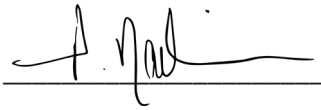
Tupamara Maestas, RN, Women's Health, Tacoma

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

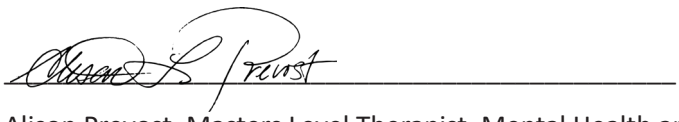
Jean Myers, Physical Therapist, Home Health, Seattle



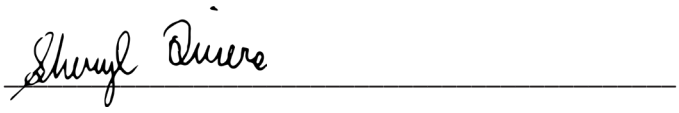
Patricia Nail, Medical Assistant, Primary Care, Gig Harbor

Marie Neumayer, Medical Assistant, Primary Care, South Regal

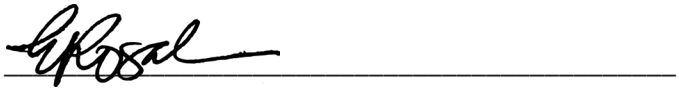
Cenetra Pickens, RN, General Surgery, Tacoma



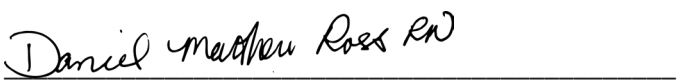
Alison Prevost, Masters Level Therapist, Mental Health and Wellness, Capitol Hill



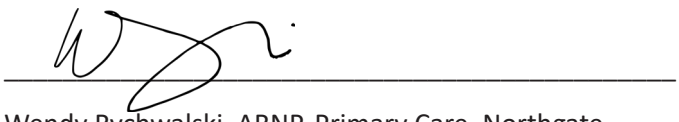
Sheryl Quiere, Medical Assistant, Primary Care, Redmond



Elma Rosal, LPN, Injection Center, Burien



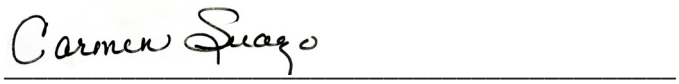
Daniel Ross, RN, Urgent Care, Capitol Hill



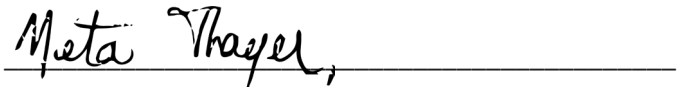
Wendy Rychwalski, ARNP, Primary Care, Northgate

Yian Saechao, Medical Assistant, Primary Care, Factoria

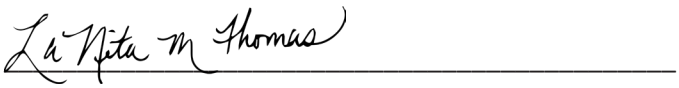
Katrina Showlund, RN, Day Surgery, Tacoma



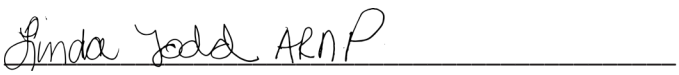
Carmen Suazo, RN, Care Management, Swedish



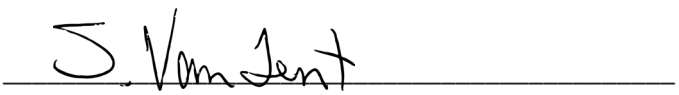
Meta Thayer, Physical Therapist, Physical Therapy, Northgate



La Nita Thomas, Surgical Tech, Day Surgery, Tacoma



Linda Todd, ARNP, Nursing Home Services

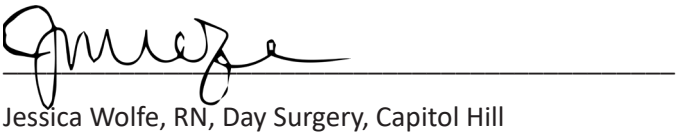


Sheri Van Tent, CS Tech II, Sterile Processing, Bellevue

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

1) **Regarding Chemically Impaired Employees.** 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 employee to remain in professional practice so long as performance expectations are maintained. In recognition of this mutual interest the Employer and the Union support such efforts as: Identification of the disease as well as the establishment of treatment options at an early stage to prevent or minimize erosion in work performance. Participation in programs and services through which employees may seek confidential assistance and treatment in the resolution of chemical dependency problems. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical 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) **Student Placement.** Upon request by the employee, the Employer agrees to jointly review the workload of an employee who accepts some formal responsibility for a student placement taking into account the program requirements of the placing organization and the educational needs of the student as well as consumer service needs.

3) **Examining Psychologist**. In the event KFHPWA decides to re-establish the position of examining psychologist it will notify the union to negotiate a pay rate and working conditions.

4) **CE Approval.** The Joint Conference Committee will use the RN CE guidelines as the basis for developing approval guidelines for Continuing Education for MSWs and MLTs. The guidelines are intended to provide standardization between managers, assist managers in the timely response to requests and take into consideration the professional development and judgment of the SWEA members.

5) **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.

6) **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.

7) **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.

8) **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.

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) **Masters Level Therapist (MLT) Scheduling Pilot.** In an effort to improve the work environment for MLTs and as a result of MLT focus groups conducted with staff, KFHPWA is initiating a twenty-four (24)-month pilot beginning in September of 2019, focused on:

    Reducing the amount of patient appointments from 38 to 33, prorated for FTE

    Flexibility for MLTs to add additional appointments at their discretion

    Increases the total number of indirect care contacts (i.e. brief phone call, secure messages) from 10 to 15 per week, prorated for FTE

    Including a 60-minute MLT consult group at each site per week

    All "virtual care time" in the schedules will be converted to "DTM" so MLTs may engage in indirect whenever it best fits their workflow

    On at least a quarterly basis during the pilot period, or more often if mutually agreeable, a group of MLT representatives from each clinic and management will come together to participate in collaborative problem-solving and developing protocols (aka "MLT Process Improvement Workgroup"). A designated representative of the Workgroup will give regular report outs at the Joint Conference Committee (JCC) during the pilot period.

    When return access for an individual MLT exceeds three weeks and that MLT's fill rate is above 92%, a temporary reduction in new appointments (converting these times to return appointments) may be implemented at the clinic level.

    For each group session, an MLT may be allotted an additional 15-30 minutes (depending on the level of available administrative support) of DTM time before and after each group.

This MOU is a non-precedent setting agreement. Throughout the pilot the parties will collaboratively problem solve to address any issues or concerns. At the

completion of the pilot, the parties will present joint or separate recommendations to the President and COO of KFHPWA regarding moving forward. The recommendations will utilize metrics including but not limited to: Staff Retention, Patient Access, Employee Satisfaction, Consumer Experience Survey (e.g. Press Ganey) and Productivity.

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

TABLE OF CONTENTS: Active Side Letters

1.Benefits Coalition Agreement 2017-2021 – June 2017

2.Columbia Medical Associates Incorporation Addendum, EWA – May 2018

3.IRS Guidelines and Mileage Reimbursement Addendum – May 2018

4.Spiritual Counselor/Bereavement Coordinator Addendum - May 2018

5.WA Paid Family Medical Leave Act – July 2019

6.SWEA Wage Schedule – October 2019

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

Medical Benefit

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

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

New Participants

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

Spousal/Domestic Partner Surcharge

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

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

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

Appeal Process

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

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

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

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

Dental Plan

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

Benefits Labor Management Committee

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

Attendance and Absenteeism Committee

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

Nondiscrimination

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

Termination and Renewal

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

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

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

J Woltzel — 6/12/17

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

Chris Barton — 6/15/17

On behalf of SEIU Healthcare 1199NW — Date

Suzanne Lode — 6/12/17

On behalf of OPEIU Local 8 — Date

Vanessa Leza — 6-12-17

On behalf of UFCW Local 21 — Date

Appendix A

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

Group Number: 1206900/4206900
Effective Date: 1/1/2018

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

Benefits	Inside Network
Annual plan deductible	Employee pays $100 individual /$200 family
Plan coinsurance	No plan coinsurance
Annual Out-of-pocket limit	$1,000 individual /$2,000 family (all cost shares for covered services count towards this limit)
Lifetime maximum	Unlimited
Pre-existing condition (PEC) waiting period	No PEC
Office visit - primary	$20 copay Includes, but is not limited to, family practice, general practice, internal medicine, nutrition, obstetrics & gynecology, occupational medicine, osteopathy, pediatrics, respiratory therapy, urgent care, and women's health care
Office visit - specialty	$25 copay Includes, but is not limited to, allergy & immunology, anesthesiology, cardiology, critical care medicine, dentistry, dermatology, endocrinology, gastroenterology, genetics, hepatology, infectious disease, neonatal-perinatal medicine, nephrology, neurology, nematology/oncology, ophthalmology, ENT/otolaryngology, pathology, physiatry, podiatry, pulmonary medicine/disease, radiology (nuclear medicine/radiation), rheumatology, sports medicine, general surgery (all specific surgeries) and urology
Hospital services	Inpatient: $100 copay, per admit Outpatient: $50 copay
Prescription drugs (some injectable drugs may be covered under outpatient services)	$15 generic/$30 copay brand for 30-day supply Certain chronic condition medications (determined by KPHPWA) subject to a $5 copay for 30-day supply
Prescription mail order	$5 discount per 30 day supply. Copay waived for 90-day supply of certain chronic condition medications.
Ambulance services	Plan pays 80%, you pay 20%
Chemical dependency	Inpatient: $100 copay, per admit
Devices, equipment, and supplies - 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.

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

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.

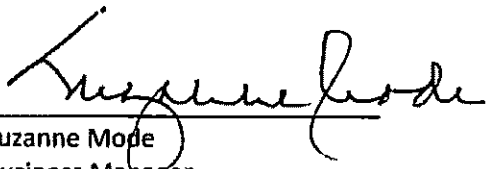
Signed and dated this 8th day of July, 2018.

For the Employer:

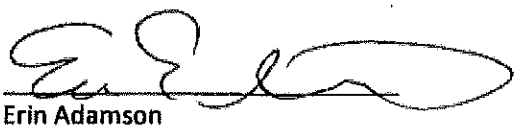
Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPW

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 Hospice Spiritual Counselors & Bereavement Services Coordinators
Transition into the Social Workers Employee Association CBA
By and Between
KFHPWA and The Social Workers Employee Association
Affiliated with
SEIU Healthcare 1199NW

Except as specified below, the entirety of the (SWEA) Collective Bargaining Agreement applies to the Hospice Spiritual Counselors (HSC's) and Bereavement Services Coordinators (BSC's) positions upon the date of ratification.

SEIU and Kaiser Foundation Health Plan of Washington (KFHPWA) agree to the following:

Article 1 – Recognition
HSC's and BSC's titles will remain unchanged and will be included along with the other classifications referenced in Article 1.

5.10 Seniority
Seniority dates for incumbent HSC's and BSC's are determined by the most recent date of hire into a regular position as an HSC or BSC with KFHPWA.

5.15 Work Unit
HSC's will have three distinct work units based on their geographical location/branch. These three work units are defined as:

- Redmond
- Seattle
- Tacoma

BSC's will be in a single work unit, organization wide.

Article 8 - Wages
Wage Schedule: Beginning the first of the pay period following the date of ratification, all HSC and BSC employees will be moved onto the following wage schedule:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Coord; Bereavment Svcs	$26.97	$27.78	$28.61	$29.47	$30.36	$31.27	$32.20	$33.17	$34.17	$35.19	$36.25	$36.97	$37.64	$38.20	$38.58	$38.97	$39.36	$39.75	$40.15	$40.55	$40.96	$41.37	$41.72
Coord; Bereavment Svcs (NE)	$25.69	$26.46	$27.25	$28.07	$28.91	$29.78	$30.67	$31.59	$32.54	$33.51	$34.52	$35.21	$35.84	$36.38	$36.75	$37.11	$37.48	$37.86	$38.24	$38.62	$39.01	$39.40	$39.71
Counselor; Hspc Spirit	$26.47	$27.26	$28.08	$28.92	$29.79	$30.68	$31.60	$32.55	$33.53	$34.53	$35.57	$35.93	$36.29	$36.65	$37.02	$37.39	$37.76	$38.14	$38.52	$38.90	$39.29	$39.69	$40.08
Counselor; Hspc Spirit (NE)	$25.21	$25.96	$26.74	$27.55	$28.37	$29.22	$30.10	$31.00	$31.93	$32.89	$33.88	$34.22	$34.56	$34.90	$35.25	$35.61	$35.96	$36.32	$36.68	$37.05	$37.42	$37.80	$37.96

Wage Schedule Placement: Current HSC and BSC employees will be placed onto the appropriate wage schedule at the closest step which provides for at least a 2% wage increase from their current hourly base wage (minus lead pay if applicable).

Across the Board Increase: The across the board (ATB) increase of 2.5% in November of 2018, as defined in Article 8, will apply to this group.

Temporary Staff (TPT): HSC & BSC TPT employees will receive 12% in addition to the base hour rate in accordance with Article 5.4. HSC & BSC TPT employees will be eligible to receive step increments in accordance with Article 8.3.

Experience Audit: One year from the date of ratification an experience audit will be conducted by KFHPWA. This is only applicable to staff employed at the time of ratification. KFHPWA reserves the right to determine what constitutes continuous and relevant experience (in accordance with Article 8.2 Hire-in Salary) and the final outcomes of the audit. At the end of the audit, KFHPWA will meet with each employee to discuss the outcomes. Each step on the wage schedule represents one (1) year of experience. If the initial placement of HSC & BSC employees on the wage schedule does not commensurately reflect their years of continuous and relevant experience, they will receive step placement credits in the following manner:

- 2019 – 1 additional step
- 2020 – 1 additional step
- 2021 – full step credit based

Step Date: HSC and BSC employees' most recent date of regular hire will be used as the date (step date) employees advance a step on the wage schedule.

Given the current complexities with KFHPWA transitioning to national HR systems, it may become necessary to implement this agreement at a date later than ratification. If this requirement becomes necessary, KFHPWA agrees to provide a one-time retro payment to the date of ratification.

10.2.2 Maximum PTO Accrual

Incumbent Hospice Spiritual Counselors and Bereavement Services Coordinators who have a PTO balance in excess of the maximum accrual as of the effective date (first day of the pay period following 90 days after the date of ratification) may choose one of the following options:

1. Convert excess PTO into EIB* or:
2. Cash out excess PTO*

*Employees will need to notify their manager on the date of ratification of their decision. If employees do not make an election by the specified date they will forgo any PTO that is in excess of the maximum accrual.

10.4 Accrual Schedule; 10.8 Extended Illness Bank; Article 12 Medical, Dental, Life Insurance and Retirement:

BENEFITS AND PERQUISITES

Accrete into the Social Workers Employee Association (SWEA), Affiliated with SEIU Healthcare Local 1199NW Agreement ("Agreement"), except for changes set forth in this document. Benefit changes are effective the first pay period following ninety (90) days from the date of ratification ("Implementation Date"). The Health and Welfare benefits implementation date ("H&W Implementation Date") will be the first of the month following the Implementation Date.

Health Benefits and Welfare Benefits:

Medical Benefits (including Vision): Benefit eligible employees will maintain the existing plan options through the H&W Implementation Date. Beginning on the H&W Implementation Date, benefit eligible employees will be transitioned from their existing benefits to the Core Medical Plan provided to the

members of the SEIU SWEA collective bargaining unit. Copayments for the plan include, but are not limited to, $20.00 medical office visits, $25.00 specialist visit, $100.00 hospital inpatient care per admission, $100.00 emergency visit, $15.00 generic/$30.00 brand prescription 30-day supply maximum, etc.

Dental Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the existing plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, all employees eligible for dental coverage will receive coverage through Delta Dental Core or Enhanced or Willamette DMO. Dental coverage is comprehensive and includes diagnostic, preventative, basic, major, and orthodontic services.

Welfare Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the existing plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, life insurance, disability benefits, and flexible spending accounts will be provided in accordance with the Agreement.

Pension Benefits: The following provisions will become effective on the Implementation Date:

- Employees will be eligible to receive a matching contribution into a 403(b) account equal to fifty percent (50%) of the first four percent (4%) of pay the employee contributes into their account in accordance with the Agreement.
- Employees will receive an employer contribution under the terms of the Defined Contribution Plan in accordance with the Agreement.

Retiree Medical Benefits: Through the Implementation Date, benefit eligible employees will maintain the existing non-represented, non-union retiree medical benefit option as applicable. Eligible employees retiring on or after the Implementation Date will be offered employee paid retiree medical plan coverage in accordance with the Agreement.

Time Off Benefits

- On and after the Implementation Date, Paid Time Off accruals shall be governed by the terms of the Agreement.
- On and after the Implementation Date, leave rules and accruals shall be governed by the terms of the Agreement.
- Beginning on the Implementation Date, employees will receive Holidays in accordance with the Agreement.

13.7.7 Comparable Job Vacancy

Under "Similar geographic locations" new location groupings will be added to state:

- Hospice Spiritual Counselors: similar geographic locations correspond to branches as defined in 5.15 Work Unit – (Redmond, Seattle, Tacoma).
- Bereavement Services Coordinators: any vacant position in Western Washington will be considered a similar geographic location.

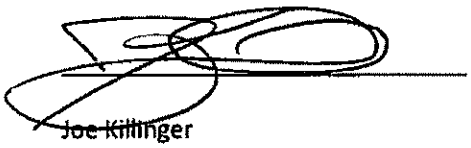
14 Committees

For the term of the SWEA CBA the Joint Conference Committee will include:

- One (1) Hospice Spiritual Counselor representative; and
- One (1) Bereavement Services Coordinator representative may participate as issues arise.

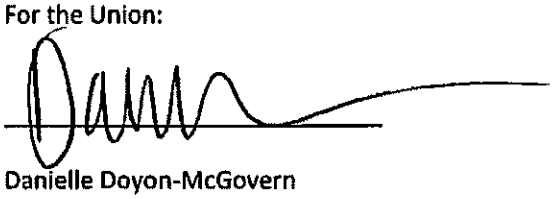
Signed and dated this 11th day of May, 2018.

For the Employer:



Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPWA

For the Union:



Danielle Doyon-McGovern
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:

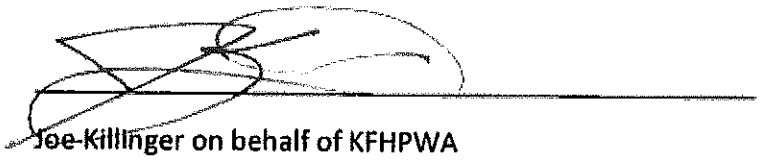
- OPEIU – 01/01/2020
- SEIU (All CBAs) – 01/01/2020
- UFCW Protech/Optical – 01/01/2020
- UFCW Pharmacy – 11/01/2020

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:

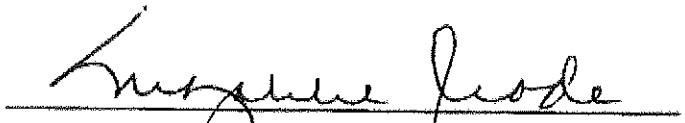


07/17/2019

Joe Killinger on behalf of KFHPWA — Date

7/17/19

Phoebe Rounds on behalf of SEIU 1199NW — Date



7/23/19

Suzanne Mode on behalf of OPEIU Local 8 — Date

9-11-2019

James Crowe on behalf of UFCW Local 21 — Date

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

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

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

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

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

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

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

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

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

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

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

For the Employer:

Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPW

For the Union:

Phoebe Rounds
Lead Organizer
SEIU Healthcare 1199 NW

Suzanne Mode
Business Manager
OPEIU Local 8

Erin Adamson
HealthCare Membership Director
UFCW 21

Addendum
Regarding Hospice Spiritual Counselors & Bereavement Services Coordinators
Transition into the Social Workers Employee Association CBA
By and Between
KFHPWA and The Social Workers Employee Association
Affiliated with
SEIU Healthcare 1199NW

Except as specified below, the entirety of the (SWEA) Collective Bargaining Agreement applies to the Hospice Spiritual Counselors (HSC's) and Bereavement Services Coordinators (BSC's) positions upon the date of ratification.

SEIU and Kaiser Foundation Health Plan of Washington (KFHPWA) agree to the following:

Article 1 – Recognition
HSC's and BSC's titles will remain unchanged and will be included along with the other classifications referenced in Article 1.

5.10 Seniority
Seniority dates for incumbent HSC's and BSC's are determined by the most recent date of hire into a regular position as an HSC or BSC with KFHPWA.

5.15 Work Unit
HSC's will have three distinct work units based on their geographical location/branch. These three work units are defined as:

- Redmond
- Seattle
- Tacoma

BSC's will be in a single work unit, organization wide.

Article 8 - Wages
Wage Schedule: Beginning the first of the pay period following the date of ratification, all HSC and BSC employees will be moved onto the following wage schedule:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Coord; Bereavment Svcs	$26.97	$27.78	$28.61	$29.47	$30.36	$31.27	$32.20	$33.17	$34.17	$35.19	$36.25	$36.97	$37.64	$38.20	$38.58	$38.97	$39.36	$39.75	$40.15	$40.55	$40.96	$41.37	$41.72
Coord; Bereavment Svcs (NE)	$25.69	$26.46	$27.25	$28.07	$28.91	$29.78	$30.67	$31.59	$32.54	$33.51	$34.52	$35.21	$35.84	$36.38	$36.75	$37.11	$37.48	$37.86	$38.24	$38.62	$39.01	$39.40	$39.73
Counselor; Hspc Spirit	$26.47	$27.26	$28.08	$28.92	$29.79	$30.68	$31.60	$32.55	$33.53	$34.53	$35.57	$35.93	$36.29	$36.65	$37.02	$37.39	$37.76	$38.14	$38.52	$38.90	$39.29	$39.69	$40.08
Counselor; Hspc Spirit (NE)	$25.21	$25.96	$26.74	$27.55	$28.37	$29.22	$30.10	$31.00	$31.93	$32.89	$33.88	$34.22	$34.56	$34.90	$35.25	$35.61	$35.96	$36.32	$36.68	$37.05	$37.42	$37.80	$37.96

Wage Schedule Placement: Current HSC and BSC employees will be placed onto the appropriate wage schedule at the closest step which provides for at least a 2% wage increase from their current hourly base wage (minus lead pay if applicable).

Across the Board Increase: The across the board (ATB) increase of 2.5% in November of 2018, as defined in Article 8, will apply to this group.

Temporary Staff (TPT): HSC & BSC TPT employees will receive 12% in addition to the base hour rate in accordance with Article 5.4. HSC & BSC TPT employees will be eligible to receive step increments in accordance with Article 8.3.

Experience Audit: One year from the date of ratification an experience audit will be conducted by KFHPWA. This is only applicable to staff employed at the time of ratification. KFHPWA reserves the right to determine what constitutes continuous and relevant experience (in accordance with Article 8.2 Hire-in Salary) and the final outcomes of the audit. At the end of the audit, KFHPWA will meet with each employee to discuss the outcomes. Each step on the wage schedule represents one (1) year of experience. If the initial placement of HSC & BSC employees on the wage schedule does not commensurately reflect their years of continuous and relevant experience, they will receive step placement credits in the following manner:

- 2019 – 1 additional step
- 2020 – 1 additional step
- 2021 – full step credit based

Step Date: HSC and BSC employees' most recent date of regular hire will be used as the date (step date) employees advance a step on the wage schedule.

Given the current complexities with KFHPWA transitioning to national HR systems, it may become necessary to implement this agreement at a date later than ratification. If this requirement becomes necessary, KFHPWA agrees to provide a one-time retro payment to the date of ratification.

10.2.2 Maximum PTO Accrual

Incumbent Hospice Spiritual Counselors and Bereavement Services Coordinators who have a PTO balance in excess of the maximum accrual as of the effective date (first day of the pay period following 90 days after the date of ratification) may choose one of the following options:

1. Convert excess PTO into EIB* or:
2. Cash out excess PTO*

*Employees will need to notify their manager on the date of ratification of their decision. If employees do not make an election by the specified date they will forgo any PTO that is in excess of the maximum accrual.

10.4 Accrual Schedule; 10.8 Extended Illness Bank; Article 12 Medical, Dental, Life Insurance and Retirement:

BENEFITS AND PERQUISITES

Accrete into the Social Workers Employee Association (SWEA), Affiliated with SEIU Healthcare Local 1199NW Agreement ("Agreement"), except for changes set forth in this document. Benefit changes are effective the first pay period following ninety (90) days from the date of ratification ("Implementation Date"). The Health and Welfare benefits implementation date ("H&W Implementation Date") will be the first of the month following the Implementation Date.

Health Benefits and Welfare Benefits:

Medical Benefits (including Vision): Benefit eligible employees will maintain the existing plan options through the H&W Implementation Date. Beginning on the H&W Implementation Date, benefit eligible employees will be transitioned from their existing benefits to the Core Medical Plan provided to the

members of the SEIU SWEA collective bargaining unit. Copayments for the plan include, but are not limited to, $20.00 medical office visits, $25.00 specialist visit, $100.00 hospital inpatient care per admission, $100.00 emergency visit, $15.00 generic/$30.00 brand prescription 30-day supply maximum, etc.

Dental Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the existing plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, all employees eligible for dental coverage will receive coverage through Delta Dental Core or Enhanced or Willamette DMO. Dental coverage is comprehensive and includes diagnostic, preventative, basic, major, and orthodontic services.

Welfare Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the existing plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, life insurance, disability benefits, and flexible spending accounts will be provided in accordance with the Agreement.

Pension Benefits: The following provisions will become effective on the Implementation Date:

- Employees will be eligible to receive a matching contribution into a 403(b) account equal to fifty percent (50%) of the first four percent (4%) of pay the employee contributes into their account in accordance with the Agreement.
- Employees will receive an employer contribution under the terms of the Defined Contribution Plan in accordance with the Agreement.

Retiree Medical Benefits: Through the Implementation Date, benefit eligible employees will maintain the existing non-represented, non-union retiree medical benefit option as applicable. Eligible employees retiring on or after the Implementation Date will be offered employee paid retiree medical plan coverage in accordance with the Agreement.

Time Off Benefits

- On and after the Implementation Date, Paid Time Off accruals shall be governed by the terms of the Agreement.
- On and after the Implementation Date, leave rules and accruals shall be governed by the terms of the Agreement.
- Beginning on the Implementation Date, employees will receive Holidays in accordance with the Agreement.

13.7.7 Comparable Job Vacancy

Under "Similar geographic locations" new location groupings will be added to state:

- Hospice Spiritual Counselors: similar geographic locations correspond to branches as defined in 5.15 Work Unit – (Redmond, Seattle, Tacoma).
- Bereavement Services Coordinators: any vacant position in Western Washington will be considered a similar geographic location.

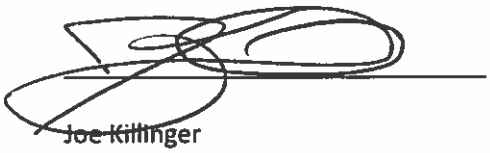
14 Committees

For the term of the SWEA CBA the Joint Conference Committee will include:

- One (1) Hospice Spiritual Counselor representative; and
- One (1) Bereavement Services Coordinator representative may participate as issues arise.

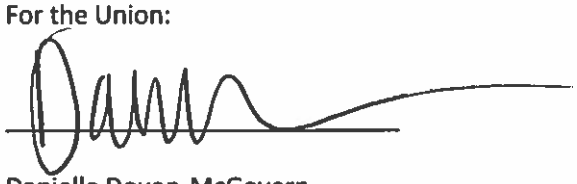
Signed and dated this 11th day of May, 2018.

For the Employer:



Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPWA

For the Union:



Danielle Doyon-McGovern
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.

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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.

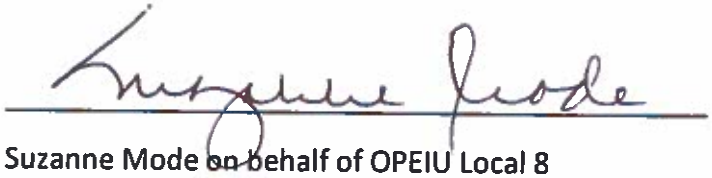
Signed by:

07/17/2019

Joe Killinger on behalf of KFHPWA — Date

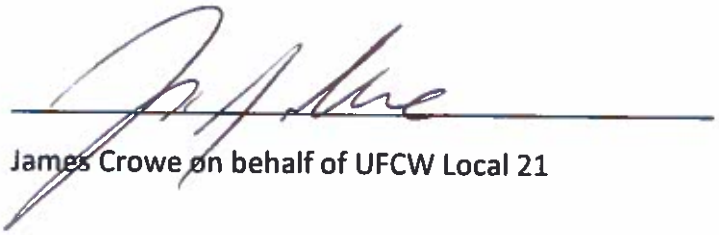
7/17/19

Phoebe Rounds on behalf of SEIU 1199NW — Date



7/23/19

Suzanne Mode on behalf of OPEIU Local 8 — Date



9-11-2014

James Crowe on behalf of UFCW Local 21 — Date

KAISER PERMANENTE®

SEIU SWEA 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
WWA	1203	Coord MH Access Center	2	31.89	32.85	33.65	34.52	35.39	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.36	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57
WWA	1211	Coord MH Access Center/NE	1	30.30	31.21	31.97	32.79	33.62	34.85	36.26	37.10	38.30	39.23	40.03	40.91	41.85	42.14	42.42	42.72	42.91	43.07	43.24	43.90	44.53	44.53	45.19
WWA	1204	Masters Level Therapist	2	31.89	32.85	33.65	34.52	35.39	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.36	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57
WWA	1205	Masters Level Therapist / NE	1	30.30	31.21	31.97	32.79	33.62	34.85	36.26	37.10	38.30	39.23	40.03	40.91	41.85	42.14	42.42	42.72	42.91	43.07	43.24	43.90	44.53	44.53	45.19
WWA	1206	Social Worker (MSW)	2	31.89	32.85	33.65	34.52	35.39	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.36	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57
WWA	1208	Social Worker (MSW)/NE	1	30.30	31.21	31.97	32.79	33.62	34.85	36.26	37.10	38.30	39.23	40.03	40.91	41.85	42.14	42.42	42.72	42.91	43.07	43.24	43.90	44.53	44.53	45.19
EWA	1800	Therapist; Behavioral Health Services Access	2	31.89	32.85	33.65	34.52	35.39	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.36	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57
EWA	1802	Therapist; Masters Level	2	31.89	32.85	33.65	34.52	35.39	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.36	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57
EWA	1805	Therapist; Masters Level / NE	1	30.30	31.21	31.97	32.79	33.62	34.85	36.26	37.10	38.30	39.23	40.03	40.91	41.85	42.14	42.42	42.72	42.91	43.07	43.24	43.90	44.53	44.53	45.19
EWA	1804	Social Worker (MSW)	2	31.89	32.85	33.65	34.52	35.39	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.36	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57
WWA	1214	Coord; Bereavement Svcs	3	28.38	29.23	30.12	31.03	31.96	32.92	33.91	34.93	35.98	37.06	38.18	38.94	39.65	40.24	40.64	41.05	41.46	41.87	42.29	42.72	43.15	43.58	43.95
WWA	1215	Coord; Bereavement Svcs / NE	4	26.96	27.77	28.61	29.48	30.36	31.27	32.21	33.18	34.18	35.21	36.27	36.99	37.67	38.23	38.61	39.00	39.39	39.78	40.18	40.58	40.99	41.40	41.75
WWA	1216	Counselor; Hspc Spirit	5	27.85	28.69	29.55	30.44	31.36	32.30	33.27	34.27	35.31	36.36	37.46	37.84	38.23	38.61	39.00	39.38	39.77	40.17	40.57	40.98	41.39	41.81	42.22
WWA	1217	Counselor; Hspc Spirit / NE	6	26.46	27.26	28.07	28.92	29.79	30.69	31.61	32.56	33.54	34.54	35.59	35.95	36.32	36.68	37.05	37.41	37.78	38.16	38.54	38.93	39.32	39.72	40.11
The wage rates listed for the classifications above reflect a 3% minus $.09 across the board increase over November 2018 wages.																										

KAISER PERMANENTE®

SEIU SWEA Wages - TPT
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
WWA	1213	Coord MH Access Center/NE (TPT)	51	33.94	34.96	35.81	36.72	37.65	39.03	40.61	41.55	42.90	43.94	44.83	45.82	46.87	47.20	47.51	47.85	48.06	48.24	48.43	49.17	49.87	49.87	50.61
WWA	1205	Masters Level Therapist / NE	51	33.94	34.96	35.81	36.72	37.65	39.03	40.61	41.55	42.90	43.94	44.83	45.82	46.87	47.20	47.51	47.85	48.06	48.24	48.43	49.17	49.87	49.87	50.61
WWA	1212	Social Worker (MSW)/NE (TPT)	51	33.94	34.96	35.81	36.72	37.65	39.03	40.61	41.55	42.90	43.94	44.83	45.82	46.87	47.20	47.51	47.85	48.06	48.24	48.43	49.17	49.87	49.87	50.61
EWA		Masters Level Therapist / NE	51	33.94	34.96	35.81	36.72	37.65	39.03	40.61	41.55	42.90	43.94	44.83	45.82	46.87	47.20	47.51	47.85	48.06	48.24	48.43	49.17	49.87	49.87	50.61
WWA	1218	Coord Bereavement Svcs (TPT)	53	30.20	31.10	32.04	33.02	34.00	35.02	36.08	37.16	38.28	39.44	40.62	41.43	42.19	42.82	43.24	43.68	44.12	44.55	45.00	45.45	45.91	46.37	46.76
WWA	1219	Counselor Hspc Spirit (TPT)	54	29.64	30.53	31.44	32.39	33.36	34.37	35.40	36.47	37.56	38.68	39.86	40.26	40.68	41.08	41.50	41.90	42.31	42.74	43.16	43.60	44.04	44.49	44.92

KAISER PERMANENTE®

SEIU SWEA Wages
Effective October 11, 2020

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
WWA	1203	Coord MH Access Center	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
WWA	1211	Coord MH Access Center/NE	1	30.90	31.83	32.60	33.45	34.30	35.54	36.98	37.84	39.07	40.01	40.83	41.72	42.68	42.99	43.26	43.58	43.77	43.94	44.11	44.77	45.42	45.42	46.09
WWA	1204	Masters Level Therapist	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
WWA	1205	Masters Level Therapist / NE	1	30.90	31.83	32.60	33.45	34.30	35.54	36.98	37.84	39.07	40.01	40.83	41.72	42.68	42.99	43.26	43.58	43.77	43.94	44.11	44.77	45.42	45.42	46.09
WWA	1206	Social Worker (MSW)	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
WWA	1208	Social Worker (MSW)/NE	1	30.90	31.83	32.60	33.45	34.30	35.54	36.98	37.84	39.07	40.01	40.83	41.72	42.68	42.99	43.26	43.58	43.77	43.94	44.11	44.77	45.42	45.42	46.09
WWA	1801	Therapist Substance Use Disorder	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
EWA	1800	Therapist; Behavioral Health Services Access	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
EWA	1802	Therapist; Masters Level	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
EWA	1805	Therapist; Masters Level / NE	1	30.90	31.83	32.60	33.45	34.30	35.54	36.98	37.84	39.07	40.01	40.83	41.72	42.68	42.99	43.26	43.58	43.77	43.94	44.11	44.77	45.42	45.42	46.09
EWA	1804	Social Worker (MSW)	2	32.53	33.51	34.32	35.21	36.10	37.41	38.93	39.83	41.13	42.12	42.98	43.92	44.93	45.25	45.54	45.87	46.07	46.25	46.43	47.13	47.81	47.81	48.52
WWA	1214	Coord; Bereavement Svcs	3	28.95	29.81	30.72	31.65	32.60	33.58	34.59	35.63	36.70	37.80	38.94	39.72	40.44	41.04	41.45	41.87	42.29	42.71	43.14	43.57	44.01	44.45	44.83
WWA	1215	Coord; Bereavement Svcs / NE	4	27.50	28.32	29.18	30.07	30.97	31.90	32.86	33.85	34.87	35.91	36.99	37.73	38.42	38.99	39.38	39.78	40.18	40.57	40.98	41.39	41.81	42.23	42.59
WWA	1216	Counselor; Hspc Spirit	5	28.41	29.26	30.14	31.05	31.99	32.95	33.94	34.96	36.02	37.09	38.21	38.60	38.99	39.38	39.78	40.17	40.57	40.97	41.38	41.80	42.22	42.65	43.06
WWA	1217	Counselor; Hspc Spirit / NE	6	26.99	27.80	28.63	29.50	30.39	31.30	32.24	33.21	34.22	35.24	36.30	36.67	37.04	37.41	37.79	38.16	38.54	38.92	39.31	39.71	40.11	40.52	40.91

The wage rates listed for the classifications above reflect a 2% across the board increase over October 2019 wages.

KAISER PERMANENTE®

SEIU SWEA Wages - TPT
Effective October 11, 2020

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
WWA	1213	Coord MH Access Center/NE (TPT)	51	34.61	35.65	36.51	37.46	38.42	39.80	41.42	42.38	43.76	44.81	45.73	46.73	47.80	48.15	48.45	48.81	49.02	49.21	49.40	50.14	50.87	50.87	51.62
WWA	1212	Social Worker (MSW)/NE (TPT)	51	34.61	35.65	36.51	37.46	38.42	39.80	41.42	42.38	43.76	44.81	45.73	46.73	47.80	48.15	48.45	48.81	49.02	49.21	49.40	50.14	50.87	50.87	51.62
WWA	1218	Coord Bereavement Svcs/NE (TPT)	53	30.80	31.72	32.68	33.68	34.69	35.73	36.80	37.91	39.05	40.22	41.43	42.26	43.03	43.67	44.11	44.55	45.00	45.44	45.90	46.36	46.83	47.30	47.70
WWA	1219	Counselor Hspc Spirit/NE (TPT)	54	30.23	31.14	32.07	33.04	34.04	35.06	36.11	37.20	38.33	39.47	40.66	41.07	41.48	41.90	42.32	42.74	43.16	43.59	44.03	44.48	44.92	45.38	45.82

KAISER PERMANENTE

Memorandum of Understanding
Regarding Therapist- Substance Use Disorder
By and Between
KFHPWA and SEIU Healthcare 1199NW

Except as specified below, the entirety of the Social Workers Employee Association (SWEA) Collective Bargaining Agreement applies to the Therapist- Substance Use Disorder job classification.

SEIU and KFHPWA agree to the following:

Article 1: Recognition

Therapist- Substance Use Disorder will be included along with the other classifications referenced in Article 1.

Article 5.15: Work Unit

There will be a single work unit for Therapist- Substance Use Disorder.

Article 8: Wages

The Therapist - Substance Use Disorder job classification is a grade 2 and paid according to the following wage schedule:

Location	Job Code	Job Title	Grade	Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
WWA	1001	Therapist- Use and Abuse Disorder	2		31.89	32.85	33.85	34.92	35.99	36.68	38.17	39.05	40.32	41.29	42.14	43.06	44.05	44.96	44.65	44.97	45.17	45.34	45.52	46.21	46.87	46.87	47.57

Additional Positions

Should additional Therapist- Substance Use Disorder positions be added in other clinics or locations, the parties will meet to reevaluate whether Work Unit and Comparable Job Vacancies language needs to be adjusted to be consistent with how that language applies to other job classifications.

Signed and dated this 22nd of July 2020.

For the Employer:
Kerry Bollman
Sr. Employee and Labor Relations Consultant

For the Union:
Danielle Doyon-McGovern
SEIU Organizer

Memorandum of Understanding
By and Between
Kaiser Foundation Health Plan of Washington (KFHPWA)
And
SEIU Healthcare 1199NW

Joint Work on Equity, Inclusion, Diversity, and Racial Justice

Joint Commitment to a Just, Inclusive Workplace
It is the expressed, shared interest of both Kaiser Foundation Health Plan of Washington (KFHPWA) and SEIU Healthcare 1199NW (SEIU) that racism, discrimination, bias, and harassment will not be tolerated. It is the interest of both parties, upon encountering substantiated instances of racism, discrimination, bias, and harassment, to take action.

As initial steps to operationalize the parties' shared values around equity, inclusion, diversity, and racial justice within the framework of labor-management partnership, the parties agree to the following:

Joint Labor Management Equity, Inclusion and Diversity Workforce Committee
The parties will launch a Joint Labor Management Equity, Inclusion and Diversity Workforce Committee. The committee will be tri-chaired by Labor, WPMG (at their discretion) and KFHPWA. To start, the tri-chairs will convene key regional representatives from labor, WPMG, operations leaders, staff business resource groups, etc. to jointly develop the charter for the committee. It will include jointly agreed upon objectives, scope, participants, quorum, meeting cadency and more. The focus of the committee is to address the culture and climate of KPWA as it relates to EID, including reviewing the current culture and climate, identifying concrete solutions, and developing and implementing a joint plan of action.

As an initial part of its work, the committee will work to develop a shared analysis and increased skills around issues of EID and racial justice through a joint learning process, which may include workshops from outside facilitators and other resources.

Like other LMP committees, this committee will run in perpetuity unless the parties mutually agree to sunset it.

Jointly work on process to handle EID issues and complaints
Representatives from labor and Employee and Labor Relations will meet to discuss current processes and design improvements across the continuum of issues and complaints. This work will include enhancing HR, labor, manager and staff capability. This will also include development of an urgent action/escalation process. The urgent action/escalation process will include a consistent labor/management team who meet on a regular basis to review current issues and complaints and discussion options for resolution.

Confidentiality
Unless the Employer is otherwise required to release the information by law, including for the union to represent members in a grievance, bargaining, or similar circumstance, review or use of confidential employee information or workplace data is at the discretion of KPHPWA.

Public Commitment
The parties will announce partnership during a Tuesday Townhall, LMP newsletter, employee email, and other relevant means of communication.

Ongoing Accountability
As a key organizational strategy, this joint work will have ongoing oversight by KFHPWA executives. This joint work will be discussed quarterly at the KP Leadership and SEIU Executive Steering Committee.

Signed By:

Phoebe R Rounds (Feb 3, 2021 17:13 PST)

Phoebe Rounds on behalf of SEIU 1199NW — Feb 3, 2021 — Date

Diane Sosne (Feb 3, 2021 19:57 PST)

Diane Sosne on behalf of SEIU 1199NW — Feb 3, 2021 — Date

Jocelynne McAdory (Feb 4, 2021 11:38 PST)

Jocelynne McAdory on behalf of KFHPWA — Feb 4, 2021 — Date

Memorandum of Understanding By and Between

Kaiser Foundation Health Plan of Washington

And

SEIU Healthcare 1199 NW

RE: SWEA Article 5.5

5.5 Lead. *Masters level psychotherapist, medical social worker, or mental health care coordinator, who is assigned by the Employer certain administrative functions for eight (8) hours or longer per pay period, including but not limited to: coordinating schedules, maintaining departmental statistics, providing clinical consultation and guidance, directing work assignments and other general administrative duties. Lead responsibilities may be performed in the presence or absence of the supervisor/manager*.

The Lead language referenced above is intended to apply to all job classes covered by the SWEA CBA if they are assigned Lead responsibilities by the Employer.

Joe Killinger
Director, Employee & Labor Relations
KFHPWA

05/02/2021
Date

Phoebe R Rounds

Phoebe Rounds
Member Programs Director
SEIU 1199NW

5/4/21
Date

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 Work On-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 same day

   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. Home Office

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®

SEIU SWEA Wages
Effective October 10, 2021

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
WWA	1203	Coord MH Access Center	2	33.51	34.52	35.35	36.27	37.18	38.53	40.10	41.02	42.36	43.38	44.27	45.24	46.28	46.61	46.91	47.25	47.45	47.64	47.82	48.54	49.24	49.24	49.98
WWA	1211	Coord MH Access Center/NE	1	31.83	32.79	33.58	34.46	35.32	36.60	38.10	38.97	40.24	41.21	42.06	42.98	43.97	44.28	44.56	44.89	45.08	45.26	45.43	46.11	46.78	46.78	47.48
WWA	1204	Masters Level Therapist	2	33.51	34.52	35.35	36.27	37.18	38.53	40.10	41.02	42.36	43.38	44.27	45.24	46.28	46.61	46.91	47.25	47.45	47.64	47.82	48.54	49.24	49.24	49.98
WWA	1205	Masters Level Therapist / NE	1	31.83	32.79	33.58	34.46	35.32	36.60	38.10	38.97	40.24	41.21	42.06	42.98	43.97	44.28	44.56	44.89	45.08	45.26	45.43	46.11	46.78	46.78	47.48
WWA	1206	Social Worker (MSW)	2	33.51	34.52	35.35	36.27	37.18	38.53	40.10	41.02	42.36	43.38	44.27	45.24	46.28	46.61	46.91	47.25	47.45	47.64	47.82	48.54	49.24	49.24	49.98
WWA	1208	Social Worker (MSW)/NE	1	31.83	32.79	33.58	34.46	35.32	36.60	38.10	38.97	40.24	41.21	42.06	42.98	43.97	44.28	44.56	44.89	45.08	45.26	45.43	46.11	46.78	46.78	47.48
EWA	1802	Therapist; Masters Level	2	33.51	34.52	35.35	36.27	37.18	38.53	40.10	41.02	42.36	43.38	44.27	45.24	46.28	46.61	46.91	47.25	47.45	47.64	47.82	48.54	49.24	49.24	49.98
EWA	1805	Therapist; Masters Level / NE	1	31.83	32.79	33.58	34.46	35.32	36.60	38.10	38.97	40.24	41.21	42.06	42.98	43.97	44.28	44.56	44.89	45.08	45.26	45.43	46.11	46.78	46.78	47.48
EWA	1804	Social Worker (MSW)	2	33.51	34.52	35.35	36.27	37.18	38.53	40.10	41.02	42.36	43.38	44.27	45.24	46.28	46.61	46.91	47.25	47.45	47.64	47.82	48.54	49.24	49.24	49.98
WWA	1214	Coord; Bereavement Svcs	3	31.70	32.64	33.64	34.66	35.70	36.77	37.88	39.01	40.19	41.39	42.64	43.49	44.28	44.94	45.39	45.85	46.31	46.77	47.24	47.71	48.19	48.67	49.09
WWA	1215	Coord; Bereavement Svcs / NE	4	30.12	31.01	31.96	32.93	33.92	34.93	35.99	37.06	38.18	39.32	40.51	41.32	42.07	42.69	43.12	43.56	43.99	44.43	44.88	45.32	45.78	46.24	46.64
WWA	1216	Counselor; Hspc Spirit	5	31.11	32.04	33.00	34.00	35.03	36.08	37.16	38.28	39.44	40.61	41.84	42.27	42.69	43.12	43.56	43.99	44.42	44.86	45.31	45.77	46.23	46.70	47.15
WWA	1217	Counselor; Hspc Spirit / NE	6	29.55	30.44	31.35	32.30	33.28	34.28	35.30	36.37	37.47	38.58	39.75	40.16	40.56	40.96	41.38	41.79	42.20	42.62	43.04	43.48	43.92	44.37	44.79
WWA	1221	Mental Health Case Mgr (LICSW)	7	33.18	34.18	35.01	35.91	36.82	38.16	39.71	40.63	41.95	42.96	43.84	44.80	45.83	46.16	46.45	46.79	46.99	47.18	47.36	48.07	48.77	48.77	49.49

The wage rates listed for the classifications above reflect a 2% across the board increase over October 2020 wages.
MLT, MSW, MHCC, Hospice Spiritual Counselor, and Bereavement Service Coordinator rates include market adjustments.

KAISER PERMANENTE®

SEIU SWEA Wages - TPT
Effective October 10, 2021

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
WWA	1213	Coord MH Access Center/NE (TPT)	51	35.65	36.72	37.61	38.60	39.56	40.99	42.67	43.65	45.07	46.16	47.11	48.14	49.25	49.59	49.91	50.28	50.49	50.69	50.88	51.64	52.39	52.39	53.18
WWA	1212	Social Worker (MSW)/NE (TPT)	51	35.65	36.72	37.61	38.60	39.56	40.99	42.67	43.65	45.07	46.16	47.11	48.14	49.25	49.59	49.91	50.28	50.49	50.69	50.88	51.64	52.39	52.39	53.18
WWA	1218	Coord Bereavement Svcs/NE (TPT)	53	33.73	34.73	35.80	36.88	37.99	39.12	40.31	41.51	42.76	44.04	45.37	46.28	47.12	47.81	48.29	48.79	49.27	49.76	50.27	50.76	51.27	51.79	52.24
WWA	1219	Counselor Hspc Spirit/NE (TPT)	54	33.10	34.09	35.11	36.18	37.27	38.39	39.54	40.73	41.97	43.21	44.52	44.98	45.43	45.88	46.35	46.80	47.26	47.73	48.20	48.70	49.19	49.69	50.16

Memorandum of Understanding

By and Between

Kaiser Foundation Health Plan of Washington and

SEIU Healthcare 1199NW, OPEIU Local 8 and UFCW Local 21

Re: Steward Education & Union Leaves of Absence under the National Agreements

Kaiser Foundation Health Plan of Washington, SEIU Healthcare 1199NW, OPEIU Local 8 and UFCW Local 21 mutually agree to the following regarding the application and administration of provisions 1.E.3 (Steward Education and Development) and 1.K.1 (Union Leaves of Absence) of the National Agreements. This MOU does not amend, alter or change such provisions in any manner.

1. General Guardrails and Parameters for Steward/Delegate Training

- Out of Scope:
  - CE (continuing education) hours
  - Trainings that are not sponsored or promoted by National or Local labor or management
- In Scope:
  - Local Delegate/Steward trainings (provided by SEIU 1199NW, OPEIU Local 8, and UFCW Local 21)
  - Leadership development for Delegates/Stewards, sponsored locally or nationally
  - Introductory Delegate/Steward Training
  - Delegate/Steward Assemblies (Annual Workshops)
  - Coalition FSDI (Front-line Skills Development Institute)
  - Alliance/Coalition Leadership Conference
  - Any trainings related to the implementation or enforcement of the local or National collective bargaining agreements (e.g., those listed in the National Agreement)
  - Trainings focused on representation development (e.g., issue resolution, grievances, investigations and Just Cause, contract adherence)
  - Other trainings as outlined in the National Agreements

2. Training Hours

- The Steward/Delegate training in the National Agreements language is meant to be eight (8) hours bi-monthly in-person, and it is not intended to be accrued
  - The parties agree training may be divided into four (4) hours monthly if training is virtual
  - Exceptions by mutual agreement (ex: national conferences with Alliance/Coalition)

3. Notice to Management

When Stewards/Delegates are planning to attend a training, Stewards/Delegates will make every effort to notify management in writing 30 calendar days' in advance to ensure coverage. Managers will make every effort to provide coverage if notice is provided less than 30 days in advance, however it may be more difficult to cover for patient care needs.

- Exceptions upon mutual agreement

4. Active Steward/Delegate Rosters

- The Unions commit to send an active Stewards/Delegates roster to KFHPWA at least **on a quarterly basis**, or more often as new Stewards/Delegates are added. Labor will add the date the roster was reviewed/updated and send such notifications to KFHPWA Employee & Labor Relations at asklabor@kp.org

5. Stewards/Delegates Training Time Coding:

Managers will code time for Steward/Delegate Education & Union Leaves of Absence by following the required procedures as delineated in HR Connect. As HR Connect and related HR systems may change, KFHPWA will notify the Unions of such requirements.

- Non-Exempt (hourly) employees who attend approved Steward/Delegate training:
  - If on a regularly scheduled day of work (shift replacement), the code in HRconnect is Absence Paid, reason code: Union Activities. This time accrues benefits.
  - If attend training on a day they do not normally work, the code in HRconnect is Absence Education Day, reason code: Training. This time does not accrue benefits because we assume they are already working their normally scheduled shifts / FTE.
- Exempt (salaried) employees who attend approved Steward/Delegate training:
  - If on a regularly scheduled day of work (shift replacement), the code in HRconnect is Absence Paid, reason code: Union Activities. This time accrues benefits.
  - If attend on a day they do not normally work, the HRconnect code is Absence Education Day, reason code: Exempt Additional Hours.
  - The coding for time away from work to engage in Steward/Delegate education/training in HRconnect is Absence Education Day and the reason code is Additional Hours .
- Such time is not included in the calculation of daily or weekly overtime.
- Exempt employees who are Stewards/Delegates will receive additional pay for training that was conducted on their normal day off.

For Kaiser Foundation Health Plan of Washington:

Shauna Straight
Shauna Straight (Jan 20, 2022 16:40 PST)

Date: Jan 20, 2022

For SEIU 1199NW:

Jake Horowitz
Jake Horowitz (Jan 20, 2022 13:49 PST)

Date: Jan 20, 2022

For OPEIU Local 8:

LESLIE LIDDLE (Jan 20, 2022 13:40 PST)

Date: Jan 20, 2022

For UFCW Local 21:

Ralph W Stumbo Jr

Ralph W Stumbo Jr (Jan 20, 2022 16:34 PST)

Date: Jan 20, 2022