

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

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

***Kaiser Permanente  
Service Unit  
2019 - 2023***



**SEIU**Healthcare®  
United for Quality Care

**Collective Bargaining Agreement**  
**By and Between**  
**KAISER FOUNDATION HEALTH PLAN OF WASHINGTON, INC.**  
**(KFHPWA)**  
**And**  
**SEIU Healthcare1199NW**  
**Service Unit**  
**October 19, 2019 – October 31, 2023**

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**Service Unit**

**October 19, 2019 – October 31, 2023**

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 SEIU Healthcare 1199NW, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

**ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all employees employed by the employer at all of the employer’s locations who are designated by the classifications set forth in the attached wage schedules; including, but not limited to all employees employed by the employer at its medical centers excluding supervisors and all other employees.

**ARTICLE 2 - UNION MEMBERSHIP – AUTHORIZED DEDUCTIONS**

**2.1 Union Membership.** All employees in the bargaining unit shall become and remain members of the Union. Newly hired full-time, part-time and temporary employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire. The Employer shall make newly hired employees aware of this requirement at the time of hire. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement. Newly hired employees shall not be required to pay the Union’s initiation fee until after ninety (90) days of employment.

**2.2 Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect

which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union, to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

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

Upon electronic transfer of funds to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**2.4 Employee Rosters.** Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, classification, employee ID number, date of hire, hourly rate of pay, and regular hours worked and gross earnings for each employee. Each month the Employer shall also 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 Political Action 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 6.4 as provided in this Agreement. The parties acknowledge the general proposition that Union business performed by the Union Delegates, including the investigation of grievances, will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union Delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirement of patient care.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 5 – DEFINITIONS**

**5.1 Probationary Employee.** A regular employee shall be considered a probationary employee during the first six (6) calendar months of employment as a regular employee. During this probationary period, employees may be terminated without notice and without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

**5.2 Regular Full-Time Employee.** 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. A regular

seventy (70) hours per ten (10) day period and thirty-six (36) hours per three (3) day period are also considered full-time.

**5.3 Regular Part-Time Employees.** A regular part-time employee is one who, in the performance of assigned duties, normally works a regular continuing schedule of less than forty (40) hours in a week or less than eighty (80) hours per fourteen (14) day period. Regular part-time employees may be called in for duty on a non-scheduled basis in addition to their regularly scheduled work. Except as specifically provided herein, regular part-time employees shall be entitled to the fringe benefits specified in the Agreement on a pro rata basis for all hours paid in a regular job assignment.

**5.4 Temporary Employee.** A temporary part-time employee is one who is hired to work on an intermittent basis, as an interim replacement or for temporary work on a predetermined work schedule, which does not extend beyond three (3) calendar months. Temporary employees may be terminated without notice and without recourse to the grievance procedure for terminations. Temporary part-time employees employed continuously for twenty (20) hours or more per week over a three (3) month period shall be reclassified as regular employees with the following exceptions:

- a. Temporary part-time employees hired to replace a regular employee on sick leave or leave of absence may be retained on temporary status for the duration of the leave of absence. Employees will be notified by the Employer in writing of this temporary status when hired.
- b. Temporary part-time employees who do not wish reclassification as a regular employee and employees temporarily hired for vacation relief may obtain a waiver of the "three month" reclassification provision by obtaining the Union's written consent.
- c. Students working during vacation breaks or on a bona fide training program shall not be subject to the "three month" reclassification provision.

**5.5 Shift Change.** A shift change shall be defined as a change in the employee's starting time of more than four (4) hours.

**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 WWA - Seniority Defined.** Seniority shall mean an employee's continuous length of service within the bargaining unit from the most recent date of hire as a regular employee. Seniority shall not apply until the employee has completed the probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire as a regular employee. An employee's seniority date shall not change as a result of transfer to another classification within the bargaining unit or to another facility/department. Regular employees transferring to jobs outside the bargaining unit and returning to the bargaining unit without a break in continuous regular employment at Group Health shall not lose previous seniority with the bargaining unit.



**5.8 EW - Seniority Defined.** Seniority shall mean an employee's continuous length of service with the Employer from the most recent date of hire as a regular employee. Seniority shall not apply until the employee has completed the probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire as a regular employee.

**5.9 Application of Seniority.** Seniority shall be the determining factor in layoff and recall from layoff, unit-wide re-bidding and position reassignments, transfers, shift changes, low census, vacation scheduling, Employer initiated schedule changes except as required to satisfy weekend scheduling commitments set forth in Article 7.7, promotions, and regular job opening where such factors as skill, competence and ability are substantially equal.

**5.10 Questions Regarding Seniority.** Questions regarding the application of seniority in the work place are best dealt with through honest, open and timely communication between employee and supervisor. Many times these questions are answered through discussion between employee and supervisor; however, upon request by the employee, the supervisor will put in writing the reason(s) the employee was not selected for a transfer, reassignment or promotion over a less senior employee.

**5.11 Termination of Seniority.** Seniority shall end upon termination of the regular employment relationship, such as discharge, resignation, retirement, eighteen (18) consecutive months of layoff, failure to accept an offer of comparable employment upon recall or when subject to layoff, failure to meet the requirements of a statement of continued interest in recall, failure to respond to a final notice of recall to a comparable position, or failure to return from a leave of absence on a timely basis in accordance with an approved leave of absence.

**5.12 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 PTO accrual rate. Time spent during temporary status shall not count toward the accrual of benefits or seniority. This same right to retain seniority shall apply to regular employees transferring to a position outside of the bargaining unit and returning to regular status within the bargaining unit within twelve (12) months. Seniority dates will be bridged in these situations.

Previously accrued PTO shall be paid upon transfer to temporary status. Regular employees reduced to temporary status without a break in service will continue to receive their prior rate of pay (including longevity increments) as well as the temporary premium specified in Article 8.10 and 8.10.1.

**5.13 Work Unit.** The term work unit means the 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.

## **ARTICLE 6 - EMPLOYMENT PRACTICES AND PERSONNEL POLICIES**

**6.1 Non-Discrimination.** The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status, sexual orientation or the presence of physical or mental

handicaps not pertinent to performance. Nor shall either party discriminate against any employee due to any reason covered by applicable federal, state or local law. No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union.

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

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

Verbal warning – six (6) months

Written Warning – twelve (12) months

Final written warning – eighteen (18) months

**6.3 Transfer.** Upon being selected for a new regular position, the employee shall be ineligible to apply for job openings in other department, units, or facilities for a period of six (6) months unless otherwise agreed to by the Employer. This six (6) month ineligibility shall not apply when the employee remains in the same job classification in the same accounting unit but makes changes to their FTE or schedule.

**6.4 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.

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

**6.6 Notice of Resignation.** Regular employees shall be required to give at least fourteen (14) days' written notice of resignation except that at least three (3) weeks' notice in writing shall be required of employees working alternative periods such as every other week or every other weekend. Failure to give such notice shall result in loss

of accrued fringe benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.

**6.7 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.

**6.8 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.

**6.9 Pay Days.** The Employer will pay employees every other Friday. Payroll deposit information will be available on Thursday for employees not scheduled to work Fridays and for employees working the second and third shifts. Employees are required to sign up for electronic deposit of pay.

**6.10 In-Service and Orientation.** In-service education and orientation programs shall be instituted and maintained with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Such programs shall be consistent with standards established by the Joint Commission on Accreditation of Hospitals. Avenues for bargaining unit personnel input will be established. Supervisors will, where appropriate, provide in-service training to bargaining unit employees for duties they are required to perform.

**6.11 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 of intent of this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

**6.12 Temporary Help.** The parties recognize the past practice and continuing necessity of utilizing such agencies as the Registry and Manpower to supply temporary help. The Employer's right to contract out for temporary work to be performed shall be limited by a good faith effort on the part of the Employer not to undermine nor discriminate against the Union's bargaining unit. Volunteer or special employment program personnel shall not perform functions performed by members of the bargaining unit if such activity results in a reduction in the number of bargaining unit personnel or otherwise undermines the integrity of the bargaining unit. Students may be used by the Employer as long as such use is for bona fide training purposes and not for the purpose of replacing members of the bargaining unit. Students performing duties of nursing assistants shall be paid the wages and benefits of such positions and shall join the Union. The Employer will not employ temporary help in positions that can be filled by regular part-time or regular full-time employees.

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

**6.14 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.

For WWA, for the term of this contract, KFHPWA agrees not to subcontract Environmental Services (Custodian) positions.

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

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

**7.1 Work Day.** For purposes of overtime calculation under Article 7.4, a normal workday shall consist of eight (8) hours of work to be completed within nine (9) consecutive hours.

**7.2 Work Week.** For purposes of overtime calculations under Article 7.4, the normal work week shall consist of forty (40) hours of work in a seven (7) day period (beginning Sunday and ending on the following Saturday). A work period of eighty (80) hours within a fourteen (14) day period in Urgent Care and other 24/7 settings as allowed under applicable overtime law may be utilized by mutual consent.

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

**7.4 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal or scheduled work shift (8, 9, 10); provided, however, all additional overtime after twelve (12) consecutive hours shall be paid at double (2x) the employee's regular rate of pay (except as otherwise noted in the 12/40 alternative staffing pattern addendum). The regular rate of pay includes shift differential and lead pay. If an employee works more than one (1) hour beyond the end of a regularly scheduled twelve (12) hour shift, then all overtime hours for that shift will also be paid at double time. Paid time off and all other categories of paid absences will be excluded as time worked from the determination of the obligation to pay overtime and the calculation of the overtime.

All overtime must be approved by the supervisor. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of the scheduled shift. Overtime pay shall begin at the end of the scheduled shift and shall be calculated to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the scheduled shift. Overtime worked consecutive to the regularly scheduled shift is considered part of the shift for purposes of computing overtime pay.

The overtime rate of time and one-half (1½) shall be paid for work on the sixth (6th) day in the work week (in the event a forty (40) hour work week is utilized) if a holiday occurs during that week. Work performed on the seventh (7th) consecutive day in any work

week shall be compensated for at the rate of double the straight time hourly rate of pay for the classification involved in the event a forty (40) hour work week is utilized.

By mutual agreement between the Employer and the employee, employees working a seven (7) day work period may schedule compensatory time off in lieu of receiving overtime pay providing the time off is scheduled during the same work week in which the overtime was worked. Compensatory time off will be scheduled off at the rate of time and one-half (1½) unless the schedule change is for the employee's convenience, in which case compensatory time off will be at the straight time rate.

All employees shall be informed of the formal starting and completion time for their shift. There shall be no pyramiding or duplication of overtime pay and/or other premium pay paid at the rate of time and one-half (1½) or double time (2x). When an employee is eligible for two (2) or more forms of premium pay, the employee shall receive the highest rate of pay.

**7.5 Meal and Rest Periods.** All employees shall receive an unpaid meal period of at least one-half (½) hour during each normal workday. Meal periods shall occur as near the middle of the shift as is practical. Employees required by the supervisor to remain in the working area during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, during each shift of eight (8) hours or more in duration. Any employee working more than two (2) hours of overtime shall receive a fifteen (15) minute rest period. An additional rest period shall be received each two (2) hour period thereafter. 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. When an employee is required by the Employer to remain on duty on the premises or at a specified work site, meal periods shall be paid by the Employer.

For employees employed in Nutrition Services departments, on an eight (8) hour shift, two (2) meals shall be allowed at no cost to employees. Meals are to be eaten on the employee's own time.

**7.6 Rest Between Shifts.** Employees who are required to work with less than twelve (12) hours off duty between regularly scheduled shifts shall be paid at one and one-half (1½) times the regular rate of pay for all time worked within this twelve (12) hour period. Overtime worked consecutive to the regularly scheduled shift is considered part of the scheduled shift for the purposes of computing when regular shifts begin and end. Rest Between Shift pay does not apply to employees on standby, or employees assigned to a shift of twelve (12) hours or more.

**7.7 Weekends Off.** All regular employees regularly scheduled thirty (30) or more hours per week, with the exception of those employees specifically employed to provide weekend coverage (as per #6 and #7 below) or those employees who voluntarily agree to more frequent weekend work, shall be scheduled for at least two (2) out of every four (4) weekends off. If a staff member works a third consecutive weekend or a third weekend in a month all such time worked will be compensated at one and a half (1 ½) times their regular rate of pay. Staff receiving straight time pay take precedence over staff getting compensated at one and a half (1 ½) times their regular rate of pay in

covering weekends. If employee voluntarily initiates a trade in weekends with another employee for their own benefit, they would not be eligible for time and a half for working three consecutive weekends.

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

1. Set schedules with at least 2 out of 4 weekends a month OFF.
2. Seek volunteers to fill weekend schedules, adjust weekly schedule to accommodate
3. Set regular weekend schedules for part-time staff .74FTE and below
4. .75FTE and above part-time volunteers picking up extra shifts (must not incur overtime unless approved)
5. Rotation (see below 7.9.1)
6. Hire weekend shift only employees
7. Hire employees into schedules that include every weekend shifts. If there is a rebid, the employee with an every weekend shift can bid out, but no employees will be required to bid in to that shift. If unfilled, the shift will be covered by #1-5 or will be posted.

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

**7.7.1 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)

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

**7.9 Low Census/Low Need.** During a period of temporary low census or low need, the Employer will seek out volunteers to take time off or float to other areas if the need exists before determining and implementing the reduced staffing schedule required within a job classification. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees, starting with the least senior employee first, providing skill, competence, ability and availability are considered equal as determined by the Employer and patient care needs requiring specific skill level are retained.

Where unanticipated low census occurs in the inpatient facility, Tacoma, Bellevue, Capitol Hill ambulatory surgery units, Bellevue and Capitol Hill Shared Procedures Units, or Home Health and Hospice, the following steps will be taken in the order below:

- a. Floating where there is patient care need;
- b. Voluntary low census;
- c. Other nursing related work assignments or skill development consistent with organizational and patient care needs as determined by the Employer. These activities will be funded up to a maximum amount of one hundred thousand dollars (\$100,000) per calendar year. (One fund for all SEIU units.)

During periods of low census in the inpatient facility, Tacoma, Bellevue, Capitol Hill ambulatory surgery units, Bellevue and Capitol Hill Shared Procedures Units, or Home Health and Hospice, employees within a job classification on a unit and shift will be released from work in the following order, unless specific skills are needed:

1. Agency
2. Employees working in any overtime or double time pay condition
3. Volunteers



4. Temporary part time employees
5. Extra shifts at regular time
6. Regular full time and part time employees

## **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.

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

Anesthesia Tech - 7%  
Surgical Tech - 1%  
CS Tech II - 2%

2. On the first day of the pay period after ratification: All Custodians shall be placed on the Utility Custodian scale at the same pay step as they are currently on. The former Custodian scale shall then be discontinued. The position will remain titled as Custodian.

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

LPN - 1%  
Custodian - 1%

4. Employees in steps 1-10 will advance a step on the wage schedule every 12 months based on seniority date. Employees will advance every 24 months in steps 11-16.

**8.2 Job Descriptions.** The Employer will furnish the Union with job descriptions for all classifications in the bargaining unit including modifications and revisions thereto. The Employer will review and update these job descriptions periodically so that the descriptions accurately reflect the work being performed. The Employer agrees to notify the Union of any new classifications covered by this Agreement.

**8.3 Classification of Positions.** The Employer agrees to appropriately classify an employee according to the job classifications set forth in the wage schedule. An employee may request of supervision at any time that the employee's employment status or job classification be reviewed. The Employer job evaluation procedure shall include the development and maintenance of position descriptions covering each job classification.

### **8.4 Shift Differential.**

**Shift differential is to be applied with the following guidelines for staff assigned a shift less than twelve (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 \$1.00 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 \$1.75 per hour in addition to the regular hourly rate.
- Note - staff who work at least three and one-half (3 1/2) 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 (1) or more hours worked after 5:30p; and the differential will pay starting from 5:30p. Shift 2 differential is \$1.00 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 \$1.00 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 \$1.75 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**

**8.5 Standby.** Standby pay shall be at the rate of three dollars and twenty-five cents (\$3.25) per hour. Standby pay shall be paid regardless of the number of hours worked when called back to work. Paging devices shall be provided to Surgical Technicians assigned to standby status.

**8.6 Call Back Pay.** Employees called back to work after completion of the employee's regular work day shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay, in addition to the regular pay for standby call. When called back, the employee shall receive one and one-half (1½) times the regular rate of pay for a minimum of three (3) hours. Travel time to and from the worksite shall not be considered as time worked. If the employee called back works a regularly scheduled shift in addition to call back duty, provisions of Article 7.4 shall apply.

**8.7 Report Pay.** Employees reporting for work as scheduled (unless otherwise notified in advance) who are released from duty by the Employer because of low census shall receive a minimum of four (4) hours work or four (4) hours pay at the straight time rate of pay. It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these notification requirements. This commitment shall not apply when the Employer has made

a good faith effort to notify the employee of shift cancellation but has been repeatedly unable to reach the employee on separate occasions.

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

**8.8 Shift Rotation.** There shall be no rotation of shifts without the mutual consent of the Employer and employee.

**8.9 Work in Higher Classification.** Any employee who is required to perform the work of a higher classification for one (1) hour or more shall be paid for the time worked at the higher classification rate of pay calculated by the same method as provided for under Article 8.15.1 for determining the appropriate step placement for promotion.

**8.10 WWA Temporary Part-Time Employees.** Temporary part-time employees shall not receive fringe benefits and shall receive ten percent (10%) per hour over their rate of pay in lieu of fringe benefits.

**8.10.1 EW Temporary Part-Time Employees.** Temporary part-time employees shall not receive fringe benefits or longevity increments and shall receive fifteen percent (15%) per hour over their rate of pay in lieu of fringe benefits.

**8.11 Lead Assignment.** Employees assigned lead duties by the Employer will be paid one dollar and twenty five cents (\$1.25) per hour in addition to the contract rate of pay provided for the classifications in the wage schedule. Prior to making the assignment, employees will be given the opportunity to express their interest in the assignment. A lead is one who is assigned lead responsibilities as defined by management but does not have supervisory authority as defined by the Labor Management Relations Act.

**8.12 Preceptor.** A preceptor is an experienced employee who has completed identified in-service programs or the equivalent, who is proficient in clinical teaching and communications skills, and is assigned by the Employer the responsibility for training other employees and/or students in Employer specified training programs. Inherent in the preceptor role is the responsibility for specific criteria-based and goal-directed education and assessment for a specific time period. It is understood that employees in the ordinary course of their responsibilities are expected to participate in the general orientation process, including providing informational assistance, support and guidance to new employees and that these activities do not constitute a preceptor role.

The Employer is responsible for designating preceptors and determining the length of time for which the preceptor responsibilities are assigned premium pay. Preceptor premium shall be one dollar (\$1.00) per hour.

**8.13 Uniforms.** No change in uniform color or style will be made which will result in additional cost being incurred by the employee.

**8.14 Use of Personal Vehicle.** Employees required to utilize their own vehicles in the course of their employment shall be paid a mileage allowance in accordance with the Employer's policy.

**8.15 Regular Employee Pay Increments.** Each regular employee shall be hired at or above the beginning pay listed under the various pay groups and thereafter pay shall be increased in the amount indicated by the contract scale at the conclusion of each twelve (12) months of service, for steps 1 through 10. Employees advance from Step 11 through 16 at the conclusion of each twenty-four (24) months of service.

**8.15.1 WWA Temporary Employee Pay increments.** For WWA temporary employees, 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. See Article 5.4.

A regular WWA 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 months.

**8.15.2 Promotions.** Employees promoted to a higher paying classification shall be placed at the step in the new classification wage range, which provides for a minimum increase of two percent (2%). An employee's increment date shall not change as a result of a promotion. If an employee is transferred to a lower paying classification or a different classification in the same pay range, there shall be no change in the employee's step or anniversary date. See Article 6.3

**8.16 Weekend Premium Pay.** Employees who work weekend hours shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. Effective the first day of the pay period following October 1, 2021, Weekend Premium Pay shall be increased to two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as hours between 11:00 PM Friday and 11:00 PM Sunday. The weekend premium shall not be included in the employee's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act.

**8.17 Recognition of Past LPN experience.** Recognition for past experience for LPNs hired during the term of this Agreement:

Employees with completed years of recent continuous experience as an LPN in a health care facility will be placed on the wage scale at not less than the step that reflects their qualifying experience:

- 2 years: Step 2
- 3 years: Step 3
- 4 years: Step 4
- 5 years: Step 5
- 6 or more years: Step 6

**8.18 Other Recognitions of Past experience.** Recognition for past experience for MAs, Central Service Technician IIs, Surgical Technicians and Orthopedic Technicians hired during the term of the Agreement:

- a. Employees with three (3) to five (5) years continuous recent experience in their job classification in a healthcare facility will be employed at no less than step two (2).
- b. Employees with six (6) to eight (8) years of continuous recent experience in their job classification in a healthcare facility will be employed at no less than step three (3).
- c. Employees with more than eight (8) years of continuous recent experience in their job classification in a healthcare facility will be employed at no less than step four (4).

**8.19 Other Premiums.**

Premium to be applied to those Patient Care Technicians whose work focuses on anesthesia equipment, turn around between cases and the opening of sterile cases: \$.35 per hour

Block fabricator premium paid for one (1) or more hours: \$.50/hour

Receiving clerk premium (Warehouse Workers Only): \$1.25/hour

CS Tech II: CS Techs who become certified and maintain their certification will be paid \$1/hour above their base rate of pay.

Custodians: Custodians who become certified and maintain their certification will be paid \$1/hour above their base rate of pay.

Surgical Tech: Surgical Techs who become certified and maintain their certification will be paid \$1/hour above their base rate of pay.

**8.20 Float Pool Premium.** Employees (LPNs and MAs only) who are regularly assigned to a designated float pool and who float on a daily basis between medical centers (Primary Care) and specialties (Specialty) will receive two dollars (\$2.00) per hour premium following six (6) months from their date of hire into the float pool.

**ARTICLE 9 – HOLIDAYS**

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

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

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 Holiday During Paid Time Off.** If a holiday falls during an employee’s Paid Time Off (PTO), it will be charged as a holiday.

**9.3 Holiday “Premium” Pay.** Employees who work on the actual and/or observed holiday will receive 1.5x their regular rate of pay for all hours worked that day.

**9.4 Holiday “Regular” Pay.**

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

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

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

To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with prior approval for such absence on those regularly scheduled working days.

**9.5 Night Shift Holiday Pay.** For any regular employee on night shift, holiday pay shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday.

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

## ARTICLE 10 – PAID TIME OFF

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

### 10.2 Definitions.

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

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

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

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

**10.3 Eligibility.** All regular employees shall accrue hours under the PTO plan from their date of employment or date of transfer to the PTO plan.

**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 10.6 of this Agreement shall apply regarding advance notice, supervisory approval, and scheduling requirements.

**10.6 PTO 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. PTO 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.

**10.6.1 Vacation Scheduling.** Vacations may be taken at any time during the vacation year that is agreed to between the Employer and the employee. Vacations will be scheduled by the Employer in each work unit by seniority in such a way as will least interfere with the functions of the particular department and continuity of patient care. Employees may schedule vacation that is not yet earned but may only take vacation to the extent that the PTO hours have been earned. For the purpose of vacation scheduling and holiday scheduling, facility, classification, and like qualifications will be used to define a department in each facility.

All vacation scheduling is subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week. All vacation requests and responses will be in writing.

**10.6.1.1 Vacation Posting Period.** A vacation-scheduling chart will be posted in each work unit from January 1 through February 14 that covers the vacation period of May 15 through May 14 of the following year. Employees must register their vacation selection during these periods to ensure their seniority rights concerning vacation schedules. The Employer will notify employees of their vacation dates by the first Monday in March.

**10.6.1.2 Holiday Rotation and Vacation Requests.** Holidays (including the workday before and the workday after holidays) are scheduled on a rotating basis among all employees in a work unit. When a vacation request conflicts with holiday rotation, the vacation request will be denied.

**10.6.2 Vacation Requests.** Vacation requests made at times other than the scheduled posting period will be scheduled on a first come first served basis and will be approved or denied by the supervisor at least two (2) weeks in advance of the requested time off or within four (4) weeks of the date on which the request is received by management, whichever comes first. If denied, it is the responsibility of the employee to resubmit their request for future consideration. Vacation may be requested in amounts of less than one (1) day by mutual agreement between Employer and the employee.

**10.6.3 Approved PTO.** 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 of PTO into their Extended Illness Bank (EIB) account at 100% value. The minimum transfer to EIB is one (1) hour. PTO account balances may not go under eighty (80) hours.

In order to exercise this election, eligible employee 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 (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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** – Occupational Injuries covered by Workers' Compensation go to 1st day in EIB if requested by the employee. Otherwise, employees may use PTO or have the time be unpaid.
2. **Relapse** - In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the EIB.
3. **Ten-Day Absence** - In the event an employee has an extended illness lasting ten (10) or more calendar days, the first sixteen (16) scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee's EIB account.
4. **Hospitalization** - In the event an employee is hospitalized overnight, the employee will have access to their EIB accrual at the first day of absence due to the hospitalization. Same day surgery, if requiring five (5) or more days of recovery, may also be paid from the employee's EIB account.
5. **On-going Treatment Following an Illness, Medical Procedure or Injury.** If a medical condition of an employee or the employee's qualified family member requires on-going therapy and/or treatment (such as chemotherapy, radiation treatment and physical therapy), the additional hours of illness or on-going therapy and/or treatment shall be treated as part of the original condition for purposes of eligibility to access the EIB. The employee will not be required to use sixteen (16) hours of PTO (pro-rated for part-time employees) for each follow-up therapy and/or treatment as long as the employee has used the sixteen (16) hours (pro-rated for part-time employees) for the medical condition, illness, procedure or injury that precipitated the on-going therapy and/or treatment. This provision does not apply to ongoing maintenance of chronic conditions.

**10.9 Paid Time Off Compensation.** Accrued PTO as appropriate shall be payable at the employee's regular rate of pay on the first (1st) day of bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of the employee or the employee's dependent child, spouse, parent, parent-in-law, or grandparent, pursuant to state law. Employees shall be required to notify the Employer at least two (2) hours in advance of the employee's scheduled shift if unable to report for duty on the first shift. Three (3) hours' advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. Failure to do so may result in loss of PTO compensation for that day.

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

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

**10.10 Medical Appointments.** 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 and/or treatments 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/dental appointments is subject to supervisory approval based upon patient care considerations and departmental needs. Medical appointment time will be taken in at least fifteen (15) minute blocks of time, up to a total of four (4) hours per year. These four (4) hours will not be considered toward attendance purposes.

**10.11 On-The-Job Injury.** Accrued PTO may be used to supplement the amount received by an employee from Workers Compensation Insurance as provided in Section 12.3 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 are to be requested from the Employer in writing as far in advance as possible, stating the amount of time requested. A written reply to grant or deny the request shall be given by the Employer as soon as possible. Leave of absence for the purpose of extending vacations during the summer months shall be entirely at the convenience of the Employer. Conversely, vacation time may be added to an employee's leave of absence by request. All employees hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return. The Employer shall provide each employee granted a leave of absence with a written statement setting forth the conditions of the leave including any reinstatement commitments agreed to by the Employer.

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

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

an employee on an approved educational leave of absence. Temporary employees shall not be eligible for any leave of absence.

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

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

A leave of absence begins on the date of first absence from work. Accrued Paid Time Off (PTO) and Extended Illness Bank (EIB) for the period of temporary disability shall be used during this period, except that an employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of PTO. The one (1) year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth. The Employer will use reasonable efforts to staff the vacant position created by the leave of absence on a temporary basis for the period of the employee's sick leave, subject to patient care considerations and departmental needs.

All persons hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return.

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

**11.4 Family Leave.** Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee 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.

**11.5 Dependent Care Leave.** After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 11.4 (Family Leave) or for the care of a dependent parent or spouse or domestic partner of the employee. Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on PTO 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.

**11.6 Jury Duty.** Regular employees who are called to serve on jury duty shall be compensated by the Employer for their scheduled days of work that the employee is required to report for jury duty. Employees called to jury duty who intend to serve will notify the Employer at least three (3) weeks in advance of their jury service or the employee may not be paid for the time they are required to report for jury duty. When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact their supervisor/manager for a work assignment. Employees required to return to work will continue to be paid during the transition from jury duty to work time.

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

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

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

**11.8 Advanced Study Leave.** After one (1) year of continuous regular employment, leave will be granted for job related study up to one (1) year, and the employee will return to the first job opening without loss of seniority or other accrued benefits. Request for advanced study leave must be submitted sixty (60) days prior to the time leave is desired and the request must be in writing. Employees who are granted unpaid educational leave as above and who return to the Employer and subsequently remain in employment for one (1) calendar year, shall be granted reimbursement of tuition or licensure or certification expense incurred; provided the educational program and cost was approved in writing in advance by the Employer.

If a leave of absence for advanced study exceeds thirty (30) days, only then may the Employer fill the vacancy with another regular employee. If the Employer has filled the position pursuant to the above, the employee on leave of absence upon returning to the job will be offered the first open position for which the employee is qualified.

**11.9 Para-Professional Meetings.** Subject to scheduling requirements, budgetary considerations and prior approval of supervision, up to three (3) days (24) hours paid leave/time per year shall be allowed employees attending business meetings or conventions sponsored by the employee's professional organization relevant to their KFHPWA employment.

**11.10 Education Leave/Time (Paid and Unpaid).** After one (1) year of continuous regular employment, regular employees may be allowed up to twenty-four (24) hours of paid education leave/time per year, pro-rated for FTE, to further develop job skills relating to the employee's current position; provided, however, such leave shall be subject to patient care considerations, scheduling requirements of the Employer and approval by the administration of the subject matter to be studied and certification and/or completion of the course where applicable. Educational time shall be paid at straight time when taken on a scheduled day off. Paid educational time taken on a scheduled day off shall not be included as time worked for purposes of calculating overtime under Article 7.4 or the accrual of benefits. Additional unpaid education leave may be granted upon the same basis and utilizing the same criteria as provided above. If the Employer requires an employee to attend an educational or training program, the costs of the course will be paid for by the Employer and the time spent by the employee at the program shall be paid for as hours worked. Educational programs regarded by the Employer as a condition of employment will be identified as "required" or "mandatory."

**11.10.1 LPN Education.** LPNs shall be granted forty (40) hours of paid educational time per year, pro-rated by FTE.

### **11.11 Training Trust.**

**Purpose.** The purpose of the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") is to provide a training and education program for addressing the workforce needs of participating employers and healthcare career advancement for eligible bargaining unit employees. The Fund provides training, college

preparation courses, career counseling and case management services and tuition assistance for educational instruction. The Fund is funded by contributions from contributing employers and grant funds.

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

Employer agrees to make contributions to the Fund, The Employer contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the service bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/temporary part-time employees.

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

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

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

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

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

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

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

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

**11.12 Leave for Industrial Injury.** During the period of time when an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee will accrue service credit for the purposes of promotions, wage tenure increases and fringe benefit increases.

## **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 their FTE later drops back below 0.5FTE.

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

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

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



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

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

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

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

Retirement Notice Award Schedule:

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

**12.4.3 Retirement Service Award.** Employees will receive a 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 the Defined Benefit Plan (DB).** Effective as described below (and as further described in the DB Plan), the following changes were made to the DB to the extent allowable under applicable pension laws:

- 1) Ninety (90) days after ratification of the 2015-2019 Agreement, employees who are:
  - a) hired,
  - b) rehired (unless the employee was laid off, was an active participant in the DB at the time of the layoff, and is reinstated to a position eligible to participate in the DB within twelve (12) months of the layoff),
  - c) transferring employment to a position covered by this Agreement from a position not eligible to participate in the DB (unless the employee was an active participant in the DB within twelve (12) months prior to the transfer, and provides written notification to Employer of employee's transfer back in to a position covered by this Agreement within thirty (30) days of transfer), or

- d) who are current employees that have not entered the DB by ninety (90) days after ratification of this Agreement will not be eligible to participate (or recommence active participation) in the DB and, if otherwise eligible, they will be enrolled in the Defined Contribution Plan (DC),

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

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

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

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

**12.5 Worker's Compensation.** The Employer shall provide Worker's Compensation Insurance for all employees. Upon completion of eighteen (18) months of regular employment, employees assigned a 0.75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive Employer-paid medical coverage for themselves and their eligible dependents for a period of up to six (6) months.

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

**12.7 Long Term Care.** The Employer agrees to provide Long Term Care Insurance to 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, STD, LTD).

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

**12.11 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 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.

**12.12 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.

**12.13 Domestic Partner.** Domestic partners will be included in dependent coverage for employees assigned a .75 or more FTE status. The term "domestic partner" as used throughout this Agreement will be as defined in the KFHPWA affidavit of marriage/domestic partnership. The definition of "son and daughter" as used in Article 11.5 shall include the child of the employee over the age of 18 years but who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan.

**12.14 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.

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

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

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

- 1) Future state position;
  - a. There is no restriction on employees increasing or decreasing FTE or changing shifts during Round 1
  - b. Any employee with a .5FTE or greater who selects a future state position in Round 1 that results in a qualifying FTE decrease (more than .25FTE) may choose to accept the position (and go on recall) or to move into Round 2, but would have options as described per 13.5.1 "Hours Reduction". Those who move into Round 2 maintain their Round 1 selection until/unless they choose another option in Round 2.
  - c. Any employee with a .5FTE or greater whose only option is a future state position in Round 1 that results in an hours increase (more than .25 FTE) is considered to be "assigned" but must work this increased FTE for 6 months before additional rights per 13.5.2 "Hours Increase" may be triggered.

OR;

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

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

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

OR;

- 2) If there is no comparable vacancy, employee may select one of the following:
  - a. Severance benefit, if eligible (qualifying hours reduction employees are not eligible); or
  - b. Recall rights; or
  - c. For employees not on the LSR/least senior person, assume any position on the appropriate Low Seniority Roster (or in Eastern Washington, the employee may choose a position “bump” of the least senior person in EW in the same job title (for example, “LPN” or “MA”). 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 eighteen 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 eighteen months subject to the requirements of Article 13.6. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.
3. For employees not on the LSR/least senior person, if there is no comparable vacancy, the employee may select a position from the low seniority roster (on in EW, the position of the least senior person in the same classification).

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

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

**13.5.2 Hours Increase.** It is KFHPWA's intent to assign employees an FTE status consistent with the number of hours normally assigned and worked by the employee on a regular, continuing basis. It is not KFHPWA's intent to

permanently increase an employee's FTE, absent mutual agreement, as a means to permanently filling vacant FTE in the department.

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

In the event that an employee who was formerly assigned to a 0.5 or more FTE status is assigned an hour's increase of more than 0.25 FTE that lasts for six 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 eighteen months subject to the requirements of 13.6. Failure to accept a position comparable to that held prior to the schedule change will result in termination of recall rights.
- 3) For employees not on the LSR/least senior person, if there is no comparable vacancy, the employee may select a position from the low seniority roster (on in EW, the position of the least senior person in the same classification).

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

## **13.6 Recall Process**

**13.6.1 Recall Roster.** Employees who select recall shall be placed on a recall roster for a period of eighteen (18) 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, home telephone number and an email address where the employee can be reached, including an alternative phone number where the employee can be reached within two business days. Employees on the recall roster remain eligible to attend any KFHPWA-sponsored continuing education activities at the employee tuition rate.

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

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

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

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

**13.6.5 Duration of Recall Rights.** The Employer's obligation contained herein shall cease after eighteen (18) 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.

**13.6.6 Preference for Internal Transfer for Employees on Recall Roster.** Employees on the recall roster who have completed their probationary period may apply for transfer to positions in another job classification. Where factors such as skill, competency and ability are substantially equal to other applicants, the employee on recall shall have preference without regard to seniority.



**13.7 Definitions of Terms.** The terms used in this Agreement are explained below.

**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 months when the employee timely registers for Medicare

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

**13.7.3 WWA Low Senior Job Roster.** The Low Senior Job Roster shall be a listing of the jobs held by the least senior employees in a job classification in western Washington as follows:

- a. For classifications where all employees work in one location the Low Senior Job Roster will consist of the job held by the least senior employee in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.
- b. For classifications where there are ten (10) or fewer regular employees, the Low Senior Job Roster will consist of the jobs held by the two (2) least senior employees in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.
- c. For classifications where there are eleven (11) to forty (40) regular employees, the Low Senior Job Roster will consist of the jobs held by the four (4) least senior employees in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.

- d. For classifications where there are forty-one (41) or more regular employees, the Low Senior Job Roster will consist of the jobs held by the twelve (12) least senior employees in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.

In the event a low senior employee holds more than one (1) regular position, each position will be counted toward satisfying the total number required for the particular Low Senior Job Roster. For example, in a classification with twenty (20) regular employees, if one of the three (3) least senior employees holds two (2) regular positions, the minimum Low Senior Job Roster (four positions) would be regular positions held by the three (3) least senior employees in the job classification.

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

**13.7.4 EW Least Senior Position.** An employee identified for layoff who is the least senior employee in the job classification in EW, and any employee whose position has been selected as a result of this process, shall be subject to layoff with recall rights or severance benefits, providing the employee is eligible under the terms of the policy.

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

**13.7.6 Preference for Temporary Hours.** Regular employees subject to permanent or prolonged reduction of hours of eight (8) or more hours per week will be given preference for temporary work to supplement their existing work, provided the employee is qualified and the preference does not interfere with the department's ability to meet its staffing requirements. Such temporary work will not affect the employee's FTE status or benefit eligibility and accrual. The employee shall be responsible for contacting other department managers to indicate the employee's interest and availability.

**13.7.7 Work Unit.** The term work unit means the 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.

**13.7.8 Comparable Vacancy/Position.** For purposes of this Agreement, "comparable" shall be defined to include the following:

1. Same classification, or, for nutrition services department employees only, same pay group.
2. Similar shift, which shall be defined as a change of two (2) hours or less in the employee's previous starting time.
3. Similar FTE which shall be defined as a decrease or increase of .1 FTE in an employee's previously assigned FTE status.
4. Similar Geographic Locations:
  - 1) Northgate, Lynnwood, Capitol Hill Campus, Ballard, South Lake Union
  - 2) Burien, Renton, Federal Way, Capitol Hill Campus, Renton Administrative Campus, Kent, Downtown, South Lake Union
  - 3) Downtown, Capitol Hill Campus, Rainier, Renton Administrative Campus, Ballard, South Lake Union
  - 4) Olympia, Tacoma Mall, Steele Street, Tacoma Medical Center, Puyallup, West Olympia
  - 5) Bellevue Medical Center, Redmond, Renton, Factoria, Renton Administrative Campus
  - 6) Tacoma Mall, Steele Street, Port Orchard, Silverdale, Tacoma Medical Center, Poulsbo, Bremerton, Gig Harbor
  - 7) Federal Way, Tacoma Mall, Steele Street, Tacoma Medical Center, Puyallup, Kent
  - 8) Everett, Lynnwood, Bellevue Medical Center, Redmond, Northshore
  - 9) Everett, Northshore, Lynnwood, Smokey Point
  - 10) Capitol Hill Home Health and Hospice
  - 11) East Region Home Health and Hospice
  - 12) South Region Home Health and Hospice
  - 13) Seattle Mental Health Services, Snohomish Mental Health Services and Factoria Medical Center Mental Health Services
  - 14) Olympia Mental Health Services, Tacoma Mental Health Services, Kitsap Mental Health Services
  - 15) Eastern Washington
  - 16) Warehouse Services – all locations

**13.7.9 Qualified.** The term "qualified" shall mean the employee's skills, competency and ability to independently (where appropriate), efficiently and reliably perform the responsibilities of a particular position within the time period normally expected of an employee new to the position. In determining whether a person is qualified, the relative demonstrated skill, competence, and ability, will be criteria to be considered in the selection process.

The Employer shall be the sole judge of the qualifications and competence of its employees, but such judgment shall be fairly and reasonably exercised. An employee will not be disqualified solely because the employee may, in the Employer's judgment, require up to four (4) weeks orientation, which may include some skill enhancement.

If, after four (4) weeks of orientation, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria, the employee may resign or choose to be placed on the recall roster without further notice.

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

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

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

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

**13.7.14 Job Classification.** The term "job classification" shall mean the job classification titles as listed in the wage schedule attached to this Agreement.

**13.7.15 Geographic Locations - New Worksites.** The Employer will notify the Union of its intention to establish new geographic locations that will be worksites for bargaining unit members. At that time, the Union and Employer will meet to determine how these geographic locations fit into comparable geographic areas in Article 13.7.8.

## **ARTICLE 14 – COMMITTEES**

**14.1 Joint Labor Management Committee (JLMC).** The Union and the Employer agree to establish a joint labor management committee (JLMC) to discuss shared work place concerns with the purpose of promoting good communications, problem-solving at the lowest appropriate organizational level and following through on worksite resolutions. It is the intent of the Union and the Employer that the JLMC has decision-making authority with the understanding that the committee members may need to confer with their respective organizations prior to reaching a final decision.

The JLMC will consist of a maximum of eight (8) members, including four (4) Union-appointed representatives, at least three (3) of whom will be employees, and four (4)

**15.1 Safe and Healthful Workplace.** 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 employee.

**15.2 Health and Safety Committee.** 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 measures for the workplace and its employees. The committee shall allow for the proportionate membership representation from 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 Employer's Safety and Health Committee and employee representatives to the joint committee act hereunder exclusively in an advisory capacity.

**15.3 Orientation to Hazardous Substances/Harmful Agents.** The Employer shall provide adequate orientation, training and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.

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

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

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

### **Step I: Immediate Supervisor or Department Head.**

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

managers selected by the Employer. Participation on the JLMC will not result in loss of paid time. The JLMC is not intended to address matters appropriate for the grievance process but may resolve issues that might otherwise come forward as grievances. The JLMC will meet within ninety (90) days and quarterly thereafter, or more often as determined by the group. The JLMC shall use an interest-based process for problem solving.

Individual staff may identify a staffing concern and submit the concern in writing to their manager. The manager may convene a small workgroup of unit based staff to problem solve and make recommendations for resolution. The manager will acknowledge receipt of the staffing concern within seven (7) working days and establish a mutually agreeable time frame for resolution with the staff. If there is no resolution or unsatisfactory resolution, the staffing concern may be forwarded in writing by either the staff or manager to the next level of supervision. The next level of supervisor will respond within fourteen (14) working days. If there is no resolution or unsatisfactory resolution the concern may be forwarded in writing to the next level of supervision (VP level) for final resolution.

Issues related to clinical staffing may be referred to the RN JLMC or the appropriate Nurse Practice Committee (NPC).

**14.2 EW Relations and Communications Committee.** This committee is made up of both RN and Service staff. The Union and the Employer agree to establish a labor management committee to discuss shared work place concerns with the purpose of promoting good communications, problem-solving at the lowest appropriate organizational level and follow through on worksite resolutions. It is the intent of the Union and the Employer that the Committee has decision-making authority with the understanding that the committee members may need to confer with their respective organizations prior to reaching a final decision. The committee will consist of three (3) Service Union appointed representatives, three (3) RN Union appointed representatives, and at least three (3) managers selected by the Employer. Participation on the committee will not result in loss of paid time. The committee is not intended to address matters appropriate for the grievance process but may resolve issues that might otherwise come forward as grievances. The committee will meet quarterly, or more often as determined by the group.

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

## **ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

### **Step II: Next Level of Supervision.**

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

### **Step III: Labor Relations.**

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

### **Step IV: Arbitration.**

If the grievance is not settled on the basis of the foregoing procedures, the Employer or Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the response from Labor Relations. A list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall there upon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half ( $\frac{1}{2}$ ) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

## **ARTICLE 17 - UNINTERRUPTED PATIENT CARE**

This clause is included in recognition of the mutual responsibility of the Union and the Employer for continuity of patient care. During the term of this Agreement, the Union and its members will not cause, sanction, condone, take part in, or in any way directly or indirectly aid in any strike, sympathy strike, walkout, picketing, boycott, slowdown, stoppage of work or any other interference whatever with the efficient operation and conduct of the Employer's business, or take any action whatever to prevent access of employees to the Employer's place of business. Both parties to the Agreement advocate at all times that any complaint, dispute or grievance be resolved through the procedures provided in Article 16 of this Agreement. In the event of any strike, sympathy strike, walkout, slowdown, work stoppage, hand billing or picketing by a Union member or threat thereof, the Union and its officers will make a good faith effort to end or avert the same.

## **ARTICLE 18 - GENERAL PROVISIONS**

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

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

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

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

## **ARTICLE 19 - TERM OF AGREEMENT**

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

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

In the event of inadvertent failure by either party to give the notice set forth in this Article, such party may give notice of desire to terminate at any time prior to the termination date of this Agreement. If a notice is given in accordance with the provisions of this



paragraph, the expiration date of this contract shall be the ninetieth (90th) day following such notice.

## ARTICLE 20 – SUCCESSOR

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

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

**KAISER FOUNDATION HEALTH PLAN  
of WASHINGTON**

**SEIU HEALTHCARE 1199NW**



Jocelyn A. Herrera-Ternes  
Vice President, Human Resources



Diane Sosne  
President



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



Phoebe Rounds  
Member Program Director



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

### 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



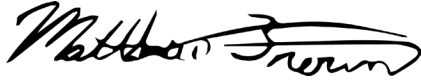
BreAuna Baker, Medical Assistant, Primary Care, Olympia



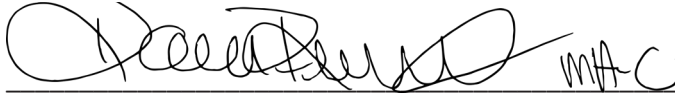
Cheryl Bilka, LPN, Primary Care, Veradale



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



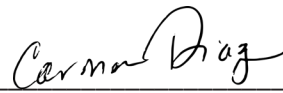
Arleigh Champ-Gibson, Spiritual Counselor, Hospice



Leslie Cohn, ARNP, Nursing Home Services



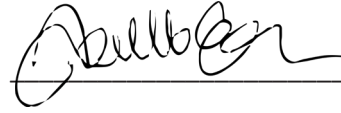
Corrie Piper, Masters Level Therapist, Mental Health and Wellness, Riverfront



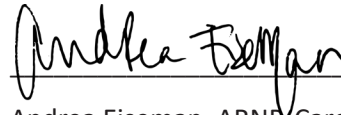
Carmen Diaz, Medical Assistant, Anticoagulation Management



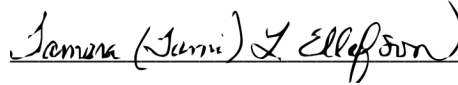
Michael Dumont, Masters Level Therapist, Mental Health and Wellness, Tacoma



Arielle Eggers, Medical Assistant, Primary Care, Kent



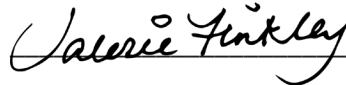
Andrea Eiseman, ARNP, CareClinics



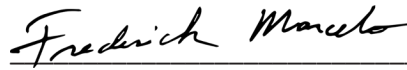
Tamara Ellefson, Medical Assistant, Pediatrics, Lynnwood



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



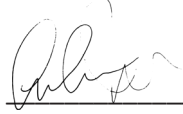
Joni Hardcastle, Social Worker, Home Health, Seattle



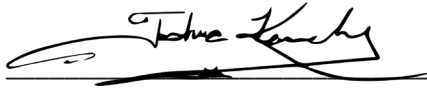
Le'Nae Jackson, Medical Assistant, Primary Care, Olympia



Cathleen Jessup, Physical Therapist, Physical Therapy, Burien



Aneshia Johnson, Medical Assistant, Primary Care, Puyallup



Joshua Kennedy, Surgical Tech, Day Surgery, Capitol Hill



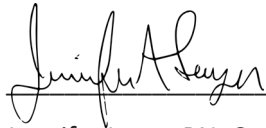
Laura Kilberg, RN, Urgent Care, Tacoma




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



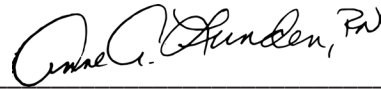
Teri Sterling, Medical Assistant, Primary Care, Puyallup




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



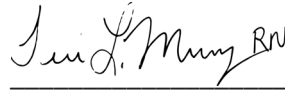
Tupamara Maestas, RN, Women's Health, Tacoma



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



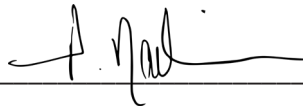
Jessica Miller, Physical Therapist, Physical Therapy, Capitol Hill



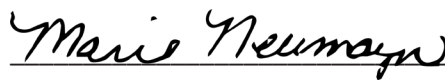
Teri Murray, RN, Care Management, Harrison



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



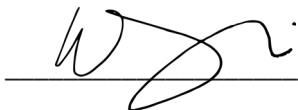
Sheryl Quiere, Medical Assistant, Primary Care, Redmond



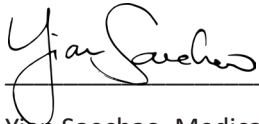
Elma Rosal, LPN, Injection Center, Burien



Daniel Ross, RN, Urgent Care, Capitol Hill



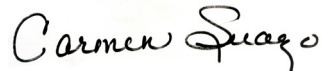
Wendy Rychwalski, ARNP, Primary Care, Northgate



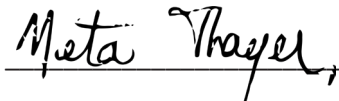
Yan Saechao, Medical Assistant, Primary Care, Factoria



Katrina Showlund, RN, Day Surgery, Tacoma



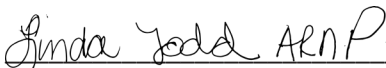
Carmen Suazo, RN, Care Management, Swedish



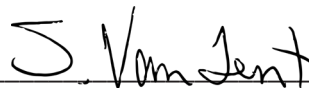
Meta Thayer, Physical Therapist, Physical Therapy, Northgate



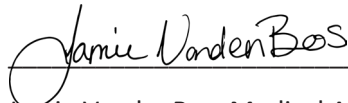
La Nita Thomas, Surgical Tech, Day Surgery, Tacoma



Linda Todd, ARNP, Nursing Home Services



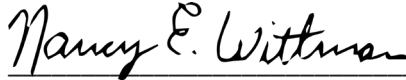
Sheri Van Tent, CS Tech II, Sterile Processing, Bellevue



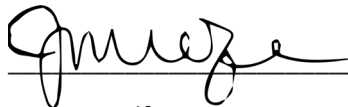
Jamie VandenBos, Medical Assistant, Primary Care, Silverdale



Mala Williams, LPN, Sports Medicine, Steele Street



Nancy Wittman, RN, Consulting Nurse Service



Jessica Wolfe, RN, Day Surgery, Capitol Hill



Lynn Youngblood, RN, Secure Message Service

## **ARTICLE 21 – ADDENDUMS**

### **WWA 7/70 ALTERNATIVE STAFFING SCHEDULE**

- I. When mutually agreeable to the Employer and employee, an alternative schedule may be utilized consisting of four (4) ten (10) hour days in one (1) work week followed by three (3) ten (10) hour days in the following work week. Such work schedule will result in an employee working seven (7) consecutive ten (10) hour days during the two (2) week period.
- II. Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all time worked in excess of ten (10) hours in one day, in excess of forty (40) hours in one week, or in excess of thirty (30) hours in one work week in the event the employee is only scheduled to work thirty (30) hours in that work week.
- III. An employee working this alternative schedule shall be considered a regular full-time employee for the purposes of benefit eligibility except for vacation and sick leave benefits, which shall be accrued on an hourly basis.
- IV. PTO shall be paid at the rate of ten (10) hours per day to the extent accrued.
- V. Employees unable to continue working this alternative schedule and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified in accordance with Article 13.3 of this Agreement.
- VI. An employee working this alternative schedule shall be required to give three (3) calendar weeks' notice of resignation. Failure to give such notice shall result in loss of termination benefits including any accrued vacation pay.
- VII. Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.

### **9/40 ALTERNATIVE STAFFING SCHEDULE**

- I. When mutually agreeable to the Employer and employee, an alternative schedule may be utilized consisting of four (4) nine (9) hour days and one four (4) hour day in one (1) work week, or four (4) nine (9) hour days only in one (1) work week.
- II. 9/40 employees shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond nine (9) hours in one (1) day or any hours worked beyond forty (40) hours in a seven (7) day period.
- III. Full-time and part-time employees working the 9/40 schedule shall participate in the Paid Time Off plan as outlined in Article 10 of this agreement.

- IV. 9/40 employees unable to continue working the 9/40 staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within Group Health.
- V. Provisions of the Group Health /SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the employees working the 9/40 staffing pattern. The provisions of this addendum shall be subject to renegotiation simultaneous with the Group Health /SEIU Healthcare 1199NW negotiations.

#### **10/40 ALTERNATIVE STAFFING SCHEDULE**

- I. When mutually agreeable to the Employer and the employees, a normal workday may consist of ten (10) hours when the work week schedule is based upon four (4) consecutive ten (10) hour days.
- II. PTO shall be paid at the rate of ten (10) hours per day, to the extent accrued.
- III. Employees shall be paid overtime at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one day or beyond forty (40) in a seven (7) day period.
- IV. Employees unable to continue working the 10/40 schedule and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified in accordance with Article 13.3 of this Agreement.
- V. Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.

#### **WWA 12/40 ALTERNATIVE STAFFING PATTERN**

- I. All employees assigned to work within a twelve (12) hour shift-staffing pattern have agreed to do so on a voluntary basis recognizing that it is a new and innovative staffing pattern.
  - a. WWA Employees hired before 10/10/98:
    - i. 0.9 FTE Employee: An employee regularly scheduled to work thirty-six (36) hours within a seven (7) day period. Such employees will be compensated for forty (40) hours of pay, and shall be considered as full-time employees for purposes of Article 11, Leaves of Absence. The twelve (12) hour shift staffing pattern shall accrue PTO and EIB leave prorated based on straight time hours paid; with EIB accrual accumulating to a maximum of one thousand (1000) hours. All other benefits not specified in this addendum shall be prorated based on assigned FTE.
    - ii. Less than 0.9 FTE Employee: An employee who is regularly scheduled to work less than thirty-six (36) hours in twelve (12) hour shifts per seven (7) day period. Wages and benefits for such

employees will be prorated in a manner consistent with the terms described for employees assigned a 0.9 FTE and consistent with the Employment Agreement.

b. Employees hired after 10/10/98:

- i. 0.9 FTE Employee: An employee regularly scheduled to work thirty-six (36) hours within a seven (7) day period will be compensated for hours worked, but shall be considered as full-time employees for purposes of Article 11, Leaves of Absence.
  - ii. Less than 0.9 FTE Employee: An employee who is regularly scheduled to work less than thirty-six (36) hours in twelve (12) hour shifts per seven (7) day period. Wages and benefits for such employees will be prorated in a manner consistent with the terms described for employees assigned a 0.9 FTE consistent with the Employment Agreement.
- II. Meal and Rest Periods: All employees shall receive an unpaid meal period of at least one-half ( $\frac{1}{2}$ ) hour during each normal workday. Meal periods shall occur as near the middle of the shift as is practical. Employees required by the supervisor to remain in the working area during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed three (3) paid rest periods of fifteen (15) minutes each during each shift of twelve (12) hours or more duration. Rest periods may be taken on an intermittent basis.
- III. Employees working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half times ( $1\frac{1}{2}$ ) the regular rate of pay for the first hour after the end of the shift or any hours worked beyond forty (40) hours in a seven-day period. If an employee works more than one (1) hour beyond the end of a scheduled shift, all overtime hours for that shift will be paid at double time (2x). The workweek of each employee will be individually determined for the purposes of calculating overtime.
- IV. Employees unable to continue working the twelve (12) hour staffing pattern and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified.
- V. Provisions of the Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the employees working the twelve (12) hour staffing pattern. The provisions of this Addendum shall be subject to renegotiation simultaneous with the Employer and Union negotiations.

**OTHER:**

- 1) **Central Services Technicians.** As a condition of employment, employees will be required to successfully complete an approved Central Service or Surgical Tech Training course within one (1) year of employment.

**a. CS Tech I**

New regular and temporary hires that have not completed Training shall be placed at the CS Tech I pay scale. Employee will be moved to CS Tech II pay scale, at the step providing a minimum increase of two percent (2%), upon completion of the Training.

**b. CS Tech II**

Includes:

All employees who have completed Central Service or Surgical Tech Training;

Any experienced employees with a CS training certificate from a previous hospital's training program; and

Any CS Technicians who were hired before 06/22/99. These employees are grandfathered, and will be encouraged to complete Central Service or Surgical Tech Training, if they have not already done so.

**c. Lead and Preceptor Pay**

Assignments will not be limited to "certified" technicians, but open to any CS Tech II who meets the defined requirements and expectations of the assignment.

- 2) **Inclement Weather.** The Attendance Committee shall discuss the Employer's existing policy regarding criteria for decisions about closures of facilities/service lines due to inclement weather. The Committee shall use the interest-based process to develop recommendations regarding consistent application of the policy and better meeting the goal of ensuring employee safety while providing necessary patient care during inclement weather events.
- 3) **Dependent Care.** The Employer shall bring any changes to the Bright Horizons backup childcare/eldercare benefit to the Benefits Committee for union discussion and input prior to implementation.
- 4) **Local and National Committees and Overlapping or Conflicting Contract Language.** Within sixty (60) days after ratification of the local and national agreements, the Employer and the Union agree to meet to review all local and national committees and contract language to determine applicability and avoid conflicting and/or duplicative language.
- 5) **Equity and Inclusion Letter.** The parties commit to take SEIU's Organizational Equity and Inclusion proposal to the National Kaiser Permanente Equity, Inclusion and Diversity (EID) representative for a discussion.
- 6) **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.

- 7) **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.
- 8) **Environmental Services (EVS) Certification Program.** Within 90 days of ratification, through the existing EVS Workgroup and in conjunction with the SEIU 1199NW Multi-Employer Training Fund, the parties will convene to discuss the feasibility of offering a certification program for Custodians, or otherwise supporting Custodians to obtain certification.
- 9) **Every Weekend Schedules.** Within 60 days of ratification, the parties agree to meet to discuss Medical Assistant schedules that included regular, recurring weekends through recent bidding processes. The parties will identify and implement a process to create new schedules that do not include regular, recurring weekends unless the staff member wants to maintain their current schedule.
- 10) **Occupational Health.** The parties shall convene a meeting including Occupational Health management, union members chosen by the union, a union organizer, and Employee and Labor Relations within sixty (60) days of ratification regarding Occupational Health pay and scheduling practices, including commute time pay for both directions of commuting, pay and time practices for short-notice changes of location, and low census order.

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- 1. Materials Management Travel Group – July 2013**
- 2.Primary Care Travel Group Agreement – May 2016**
- 3.Occupational Health Float Agreement – July 2016**
- 4.EVS Travel Group Guidelines – April 2017**
- 5.Benefits Coalition Agreement 2017-2021 – June 2017**
- 6.Telemetry Premium and Diet Assistant Wage Scale – July 2017**
- 7.LPN/MA Float Pool Premium Agreement – April 2018**
- 8.IRS Guidelines and Mileage Addendum – May 2018**
- 9.Medical Assistant-Registered Memorandum of Understanding – September 2018**
- 10.Columbia Medical Associates Incorporation – EWA – October 2018**
- 11.Custodians New Clinic Agreement – December 2018**
- 12.Medical Assistant Healthcare Guide Agreement – February 2019**
- 13.Medical Assistant Apprenticeship Program – March 2019**
- 14.WA Paid Family Medical Leave Act – July 2019**
- 15.SEIU Service Wage Schedule – October 2019**

Revised July 10, 2013

**Materials Management Department Travel Group  
Mileage and Travel Guidelines  
Regular Staff  
Effective date: July 15, 2013**

**Geographic Pods**

| <b>North Pod 1<br/>Northgate Medical Clinic<br/>home base</b> | <b>North Pod 2<br/>AOC Facility<br/>home base</b> | <b>South Pod 3<br/>Tacoma Specialty Medical Clinic<br/>home base</b> |
|---|---|--|
| Everett Medical Clinic  | Redmond Medical Clinic                            | Kent Medical Clinic  |
| Northshore Medical Clinic                                     | Bellevue Medical Clinic                           | Puyallup Medical Clinic  |
| Lynnwood Medical Clinic                                       | Factoria Medical Clinic                           | Federal Way Medical Clinic   |
| Northgate Medical Clinic                                      | Renton Medical Clinic                             | Tacoma South Medical Clinic  |
| Central Medical Clinic  | Burien Medical Clinic                             | Tacoma Medical Clinic (TSC)  |
| Downtown Medical Clinic                                       | Rainier Medical Clinic                            | Olympia Medical Clinic   |
|   | AOC Facility                                      | Silverdale Medical Clinic  |
|   |   | Port Orchard Medical Clinic  |
|   |   | Poulsbo Medical Clinic   |

The clinics assigned to the each of the three (3) pods will be reviewed quarterly and adjusted as needed to ensure efficient and effective service. If management determines a fourth (4<sup>th</sup>) pod is necessary in the future, all the pods will be reviewed.

**Definitions**

**Commute Time:** travel from home to the first work location of the workday. Commute Time does not count towards hours worked for overtime calculation.

**Travel Time:** travel between work locations during the work shift. Travel time does count as hours worked for overtime calculation.

**Pay**

The \$ 2.00 hourly premium will begin the first pay period following six (6) months from the date of hire into a regular position in the Travel Group. Staff transferring into the Travel Group as a result of the June 2013 staffing model change will begin receiving the premium beginning the first full pay period after transitioning into the Travel Group and scheduled to travel to various medical clinics.

**Work Unit**

The Travel Group will be considered a separate work unit. Scheduling of time off, determining work schedules, overtime, holiday scheduling, and lay-offs, etc. will be within the work unit.

**Comparable geographic groupings per Article 13.6.6 Comparable Vacancy/Position**

For purposes of layoffs, the pods as described above will define geographic comparability.

### **Low Census**

Low census will be rotated within each pod of the Travel Group. Volunteers within the pod will be considered first for low census before considering volunteers from other pods and prior to mandatory low census in a pod.

### **Commute Time/Travel Time and Mileage within the pod**

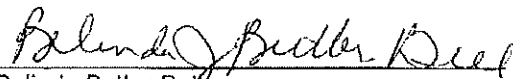
- Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day or period, and reimbursed on all miles in excess of 20 miles one way. Mileage related to travel time within the work day will be calculated from the trip origin clinic/facility to the trip destination clinic/facility and all miles will be reimbursed. Mileage will be calculated from the last assigned clinic/facility to the home base, and reimbursed on all miles in excess of 20 miles one way. Mileage reimbursement allowance will be paid in accordance with IRS guidelines consistent with GH policy. In all cases, Group Health's "mileage calculator" will be used to determine mileage.
- Travel Time within the work day will be paid and will count towards hours worked for overtime calculation.
- Commute Time will not be paid within the pod with one exception: Commute Time will be paid when Pod 3 staff travel to Kitsap Medical Clinics (Silverdale, Port Orchard and Poulsbo) for all Commute Time over 45 minutes one way. Commute Time will be paid at straight time and will not be considered hours worked in overtime calculation. MapQuest will be used to determine commute time.

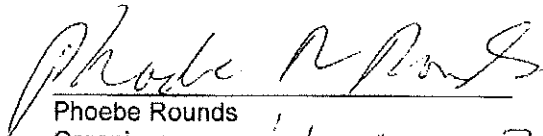
### **Commute Time/Travel Time and Mileage outside the pod**

- Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day, and reimbursed on all miles in excess of 20 miles one way. Mileage related to travel time within the work day will be calculated from the trip origin clinic/facility to the trip destination clinic/facility and all miles will be reimbursed. Mileage will be calculated from the last assigned clinic/facility to the home base, and reimbursed on all miles in excess of 20 miles one way. Mileage reimbursement allowance will be paid in accordance with IRS guidelines consistent with GH policy. In all cases, Group Health's "mileage calculator" will be used to determine mileage.
- Travel Time within the work day will be paid and will count towards hours worked for overtime calculation.
- Commute Time will be paid when commuting to a Medical Clinic/facility outside the assigned Pod for all Commute Time over 45 minutes one way. Commute Time will not be considered hours worked for overtime calculation. MapQuest will be used to determine commute time.

Group Health Cooperative

SEIU Healthcare Local 1199NW

  
Belinda Butler-Bell  
Senior Labor Relations Specialist

  
Phoebe Rounds  
Organizer  
July 10, 2013

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

**Pods:**

**East King:** Bellevue, Factoria, Redmond, Renton (Home base: Bellevue)

**Seattle:** Burien, Capitol Hill, Downtown, Rainier (Home base: Rainier)

**Snohomish:** Everett, Lynnwood, Northgate, Northshore (Home base: Lynnwood)

**Kitsap:** Port Orchard, Silverdale, Poulsbo (Home base: Silverdale)

**Tacoma:** Tacoma Specialty, Tacoma South, Kent, Federal Way, Puyallup (Home base: Federal Way)

**Olympia:** Olympia (Home base, Olympia)

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

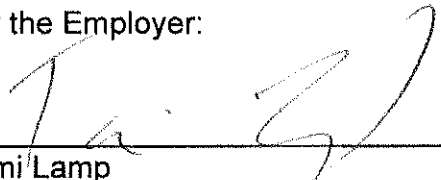
**Commute Time:** Commute time is defined as travel from home to the first location of the workday. Commute time does not count toward hours worked for overtime calculation. When commuting to locations within the pod, commute time will not be paid. When commuting to locations outside the pod, all commute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

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


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

Signed and dated this 25<sup>th</sup> day of May, 2016.

For the Employer:

  
\_\_\_\_\_  
Tami Lamp  
Executive VP, Human Resources  
Group Health Cooperative

For the Union:

  
\_\_\_\_\_  
Chris Barton  
Secretary-Treasurer  
SEIU Healthcare 1199 NW

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

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

**Pods:**

**North 1:** Everett, Lynnwood (Home base: Everett)

**North 2:** Northgate, Capitol Hill (Home base: Capitol Hill)

**East:** Bellevue, Burien, Renton (Home base: Bellevue)

**South 1:** Federal Way, Tacoma South, Puyallup (Home base: Tacoma South)

**South 2:** Olympia (Home base: Olympia)

**Kitsap:** Port Orchard, Silverdale (future Occ Med clinic) Home base: Port Orchard

**Eastern Washington:** Riverfront (Home base: Riverfront)

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

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

\$2.50 per hour - RN

\$2.00 per hour – LPN and MA

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

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

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

**Group Health Cooperative**

**SEIU Healthcare 1199NW**

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Environmental Services Travel Group  
Mileage and Travel Guidelines  
Regular Staff  
Effective date: April 13, 2017**

**Geographic Pods**

| <b>North Pod 1</b>              | <b>North Pod 2</b>            | <b>South Pod 3</b>                | <b>South Pod 4</b>                |
|---------------------------------|-------------------------------|-----------------------------------|-----------------------------------|
| Lynnwood Medical Clinic (LYN)   | Bellevue Medical Clinic (BVU) | Puyallup Medical Clinic (PLP)     | Poulsbo Medical Clinic (PBO)      |
| Northgate Medical Clinic (NGT)* | Factoria Medical Clinic (FAC) | Federal Way Medical Clinic (FED)  | Silverdale Medical Clinic (SIL)*  |
| Northgate South Building (NGS)  | Renton Medical Clinic (RNT)*  | Tacoma South Medical Clinic (TAS) | Port Orchard Medical Clinic (PRT) |
| Central Medical Clinic (CMB)    | Burien Medical Clinic (BRN)   | Tacoma Medical Clinic (TSC)*      |                                   |
| Northshore Medical Center (NSH) | Rainier Medical Clinic (RVM)  | Olympia Medical Clinic (OMC)      |                                   |
|                                 |                               | Kent Medical Center (KNT)         |                                   |

\*Home Base

**Work Unit:** The Environmental Services Travel Group is comprised of four geographic pods listed above. They are considered a single work unit for the purpose of layoffs, vacation bidding and job postings.

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

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

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

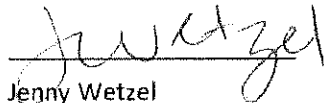
**Premium:** A \$2.00 hourly premium will begin the first pay period following six (6) months from the date of hire into a regular position in the Travel Group.

**Comparable geographic groups per Article 13.7.8 Comparable Vacancy/Position:** For purposes of layoffs, the pods as described above will define geographic comparability.

Low Census: Low Census will be rotated within each pod of the Travel Group. Volunteers within the pod will be considered first for low census before considering volunteers from other pods and prior to mandatory low census in a pod.

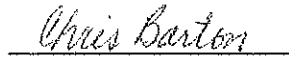
Signed and dated this 20<sup>th</sup> day of April, 2017.

For the Employer:



Jenny Wetzel  
VP, Employee & Labor  
Relations  
Kaiser Permanente

For the Union:



Chris Barton  
Director of Nurse Alliance  
SEIU Healthcare 1199 NW



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

**Medical Benefit**

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

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

**New Participants**

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

**Spousal/Domestic Partner Surcharge**

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

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

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

**Appeal Process**

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

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

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

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

### **Dental Plan**

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

### **Benefits Labor Management Committee**

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

### **Attendance and Absenteeism Committee**

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

### **Nondiscrimination**

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

### Termination and Renewal

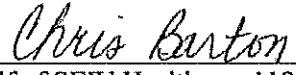
This MOU shall be in full force and effect until the expiration date of December 31, 2021, and shall continue in effect from year to year thereafter unless any party gives notice, in writing, no earlier than December 1, 2020 and no later than December 31, 2020 of its desire to terminate or modify such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

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

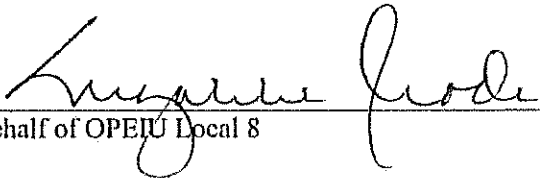
The parties to this agreement acknowledge the time-sensitive nature of implementing any successor agreements that would require health plan or wellness program changes in 2022. As a result, the unions and KFHPWA commit to completing negotiations by June 30, 2021.

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

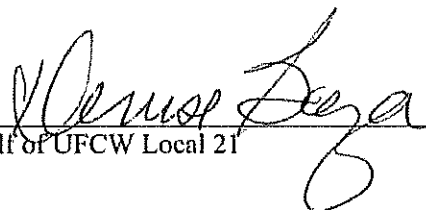
6/12/17  
Date

  
On behalf of SEIU Healthcare 1199NW

6/15/17  
Date

  
On behalf of OPEIU Local 8

6/12/17  
Date

  
On behalf of UFCW Local 21

6-12-17  
Date

## Appendix A

### Benefit Summary

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

**Group Number: 1206900/4206900**

**Effective Date: 1/1/2018**

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

| <b>Benefits</b>   | <b>Inside Network</b>   |
|---|---|
| <b>Annual plan deductible</b>   | Employee pays \$100 individual /\$200 family  |
| <b>Plan coinsurance</b>   | No plan coinsurance   |
| <b>Annual Out-of-pocket limit</b>   | \$1,000 individual /\$2,000 family<br>(all cost shares for covered services count towards this limit)   |
| <b>Lifetime maximum</b>   | Unlimited   |
| <b>Pre-existing condition (PEC) waiting period</b>  | No PEC  |
| <b>Office visit - primary</b>   | \$20 copay<br>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   |
| <b>Office visit - specialty</b>   | \$25 copay<br>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 |
| <b>Hospital services</b>  | Inpatient: \$100 copay, per admit<br>Outpatient: \$50 copay   |
| <b>Prescription drugs</b><br>(some injectable drugs may be covered under outpatient services)   | \$15 generic/\$30 copay brand for 30-day supply<br>Certain chronic condition medications (determined by KPHPWA) subject to a \$5 copay for 30-day supply  |
| <b>Prescription mail order</b>  | \$5 discount per 30 day supply. Copay waived for 90-day supply of certain chronic condition medications.  |
| <b>Ambulance services</b>   | Plan pays 80%, you pay 20%  |
| <b>Chemical dependency</b>  | Inpatient: \$100 copay, per admit   |
| <b>Devices, equipment, and supplies</b> <ul style="list-style-type: none"> <li>- Durable medical equipment</li> <li>- Orthopedic appliances</li> <li>- Post-mastectomy bras limited to two (2) every six (6) months</li> <li>- Ostomy supplies</li> <li>- Prosthetic devices</li> </ul> | 20% coinsurance, with cost shares waived for specific devices   |

|   |   |
|---|---|
| <b>Diabetic supplies</b>  | Insulin, needles, syringes and lancets – see prescription drugs<br>External insulin pumps, blood glucose monitors, testing reagents and supplies – see devices, equipment and supplies.<br>When devices, equipment and supplies or prescription drugs are covered and have benefit limits, diabetic supplies are not subject to these limits.               |
| <b>Diagnostic lab and x-ray services</b>  | Inpatient: covered under hospital services<br>Outpatient: covered in full.<br>\$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. |
| <b>Emergency services</b><br>(copay waived if admitted)   | \$100 copay at a designated facility<br>\$150 copay at a non-designated facility  |
| <b>Hearing hardware</b>   | Plan pays \$300 per ear every 36 months   |
| <b>Manipulative therapy</b>   | Subject to office visit copay. Covered up to 10 visits per calendar year without prior authorization.   |
| <b>Massage services</b>   | See rehabilitation services   |
| <b>Maternity services</b>   | Inpatient: \$100 copay, per admit<br>Outpatient: subject to office visit copay. Routine care not subject to copay.  |
| <b>Mental health</b>  | Inpatient: \$100 copay, per admit<br>Outpatient: Covered in full for the first ten (10) visits, all additional visits are covered subject to the office visit copay.  |
| <b>Naturopathy</b>  | 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.   |
| <b>Organ transplants</b><br>Donor search & harvest<br>applies to lifetime max   | Unlimited, no waiting period<br>Inpatient: \$100 copay, per admit<br>Outpatient: subject to office visit copay  |
| <b>Preventive care</b><br>Well-care physicals,<br>immunizations, pap smear<br>exams, mammograms   | Covered in full<br>Women's preventive care services (including contraceptive drugs and devices and sterilization) are covered in full.  |
| <b>Rehabilitation services</b><br>(occupational, speech,<br>physical including services<br>for neurodevelopmentally<br>disabled children) | Inpatient: \$100 copay, per admit; 60 days per calendar year<br>Outpatient: subject to office visit copay; 60 visits per calendar year<br><br>Rehabilitation visits are a total of combined therapy visits per calendar year.   |
| <b>Skilled nursing facility</b>   | Covered in full, up to 60 days per calendar year  |
| <b>Sterilization</b><br>(vasectomy, tubal ligation)   | Inpatient: \$100 copay, per admit<br>Outpatient: subject to office visit copay  |
| <b>Temporomandibular<br/>Joint (TMJ) services</b>   | Inpatient: \$100 copay, per admit<br>Outpatient: subject to office visit copay<br>Plan pays \$1,000 per calendar year; \$5,000 lifetime maximum   |
| <b>Tobacco cessation</b>  | Quit for Life program – covered in full   |
| <b>Optical hardware</b><br>Lenses, including contact<br>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                 |
| <b>*get-what-you-earn model but must complete HA by EOY</b> |                               |
| 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.





KAISER PERMANENTE

Human Resources Department

GNW (Building C)

1300 SW 27th St.

P.O. Box 9813

Renton, WA 98057-9813

Letter of Agreement

By and Between

Kaiser Permanent of WA and SEIU Healthcare 1199NW

Service Unit

July 20, 2017

This Letter of Agreement delineates the mutual agreement between Kaiser Permanent of WA (Employer) and SEIU Healthcare 1199 NW (Union). The Employer and the Union agree to the following:

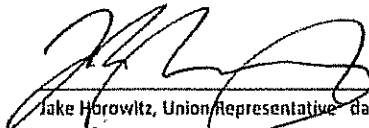
1. \$1.00 per hour Telemetry premium
2. The Diet Assistant wage scale (attached page 2)

Kaiser Permanente of WA

SEIU Healthcare 1199NW

 7/24/17

Richard Laboda, Labor Relations Strategists date:



Jake Horowitz, Union Representative date:

July 20, 2017

Kaiser Permanente of WA  
Final Diet Assistant Wage Scale  
SEIU Healthcare 1199 Service Unit  
Letter of Agreement  
July 20, 2017

Final wage scale effective when SEIU Healthcare 1199 signs the Letter of Agreement.


|       |       |       |    |       |       |       |      |       |      |       |       |       |      |       |       |
|-------|-------|-------|----|-------|-------|-------|------|-------|------|-------|-------|-------|------|-------|-------|
| 1     | 2     | 3     | 4  | 5     | 6     | 7     | 8    | 9     | 10   | 11    | 12    | 13    | 14   | 15    | 16    |
| 16.22 | 16.78 | 17.35 | 18 | 18.59 | 19.08 | 19.47 | 19.8 | 20.23 | 20.6 | 20.92 | 21.25 | 21.74 | 22.1 | 22.35 | 22.84 |

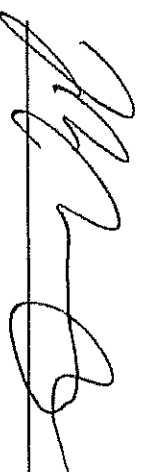
Nov 2017 wage schedule - Diet Assistant (includes 2% ATB)

|       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
| 16.54 | 17.12 | 17.70 | 18.36 | 18.96 | 19.46 | 19.86 | 20.20 | 20.63 | 21.01 | 21.34 | 21.68 | 22.17 | 22.54 | 22.80 | 23.30 |

Kaiser Permanente of WA

SEIU Healthcare 1199NW

 7/21/17  
Richard Laboda, Labor Relations Strategist date

  
Jake Horowitz, Union Representative date

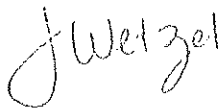
April 10, 2018

**Letter of Agreement**  
**Kaiser Foundation Health Plan of Washington, Inc.**  
**and**  
**SEIU Healthcare 1199NW**  
**Service Unit Collective Bargaining Agreement Article 8.20 Float Pool Premium**

Kaiser Foundation Health Plan of Washington, Inc. and SEIU Healthcare 1199NW agree to modify the Service Unit CBA Article 8.20 Float Pool Premium to allow payment of the \$2.00 per hour premium beginning the first date of hire or transfer into the Primary Care or Specialty Float Pools.

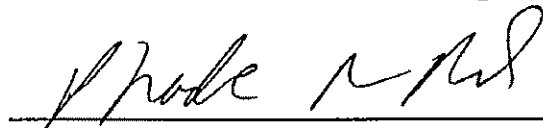
Regular and temporary Licensed Practical Nurses (LPNs) and Medical Assistants (MAs) currently in a Primary Care Travel Group or a Specialty Float Pool who have not completed the required six (6) months will receive the premium beginning April 15, 2018. Retroactive premium pay will not be paid.

This agreement pertains to Western Washington Primary Care Travel Groups and Specialty Float Pools LPNs and MAs only.



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

Date: April 10, 2018



\_\_\_\_\_  
Phoebe Rounds, Union Representative  
SEIU Healthcare 1199NW

Date: 4/12/18

**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.

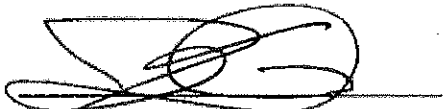
- Total miles: 30 (home to B) + 10 (B to C) + 40 (C to Home) = 80
- Commute miles: 20 (home to A) + 20 (A to home) = 40
- Total reimbursable miles: 80 (total miles) – 40 (commute miles) = 40

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 8<sup>th</sup> day of May, 2018.

For the Employer:

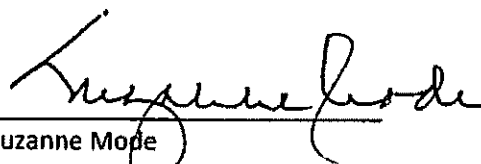


Joe Killinger  
Sr. Manager, Employee & Labor Relations  
KFHPW

For the Union:



Phoebe Rounds  
Lead Organizer  
SEIU Healthcare 1199 NW

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

Suzanne Mope  
Business Manager  
OPEIU Local 8

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

Erin Adamson  
HealthCare Membership Director  
UFCW 21

August 2018

**Memorandum of Understanding between  
Kaiser Foundation Health Plan of Washington (KFHPW)  
and  
SEIU 1199NW – Service Unit  
Regarding MA-Registered (MA-R) Position**

**Background**


The Medical Assistant – Registered (MA-R) position was created with the intention of retaining Medical Assistant Externs at KFHPW. Upon completion of a Medical Assistant program, which includes an externship, Medical Assistants may wait 90 days to receive the MA-C or MA-I after passing their exam. Externs who work at KFHPW are unable to be hired until they have their MA-C or MA-I, and they often leave KFHPW for whichever organization hires them first. The MA-R position will be utilized to bridge this timeframe – we will hire the externs into the MA-R position for a period of 90 days until certified as an MA-C or MA-I, at which point the MA-R will be converted.

**MA-R Position**

- New job description mutually agreed upon by KFHPW & SEIU 1199NW
- Hired into 1.0 FTE with full benefits for a maximum of 90 days
- MA-R hired into posted Medical Assistant position that hasn't been taken by an internal and fulfilled the minimum posting period requirement of 3 business days
  - Once receive MA-C or MA-I certification, the MA is converted from MA-R to a regular MA position on the back-end (position will not be posted again)
- Wage
  - One MA-R Step that is 5% below Step 1 of the Medical Assistant scale
  - Step increases at anniversary date of hire
  - Upon certification, the employee will advance to Step 1 on the Medical Assistant scale
- Seniority
  - Date of hire, per CBA. Date of hire shall be the date of hire into the MA-R position.
- Probationary Period
  - 6 months, per CBA
- Proof of certification
  - Onus on the employee to send certification information to the HR Service Center so they can be converted to Medical Assistant position and moved up to Step 1 on that wage scale.
  - Once certification has been received, MA-R will receive the step increase to Step 1 of MA on the next pay period
- Failure to achieve certification

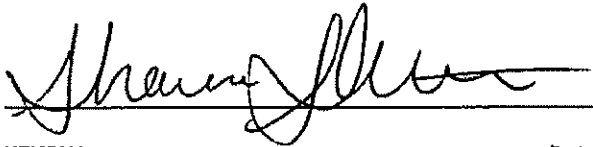
August 2018

- o Certification is a minimum qualification for the Medical Assistant position. If a MA-R fails to get certification within 3 months of their date of hire, they will be terminated from probation.

 9-4-18

SEIU 1199NW

Date

 9/4/18

KFHPW

Date

**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.

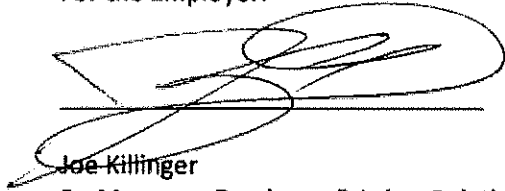
**Retirement:**

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:

A handwritten signature in black ink, appearing to read 'Joe Killinger', written over a horizontal line.

Joe Killinger  
Sr. Manager, Employee & Labor Relations  
KFHPWA

For the Union:

A handwritten signature in black ink, appearing to read 'Monica Livingston', written over a horizontal line.

Monica Livingston  
Lead Organizer  
SEIU Healthcare 1199 NW

**Letter of Understanding**

**By and Between**

**Kaiser Foundation Health Plan of Washington (KFHPWA)**

**And**

**Service Employees International Union 1199NW (SEIU)**

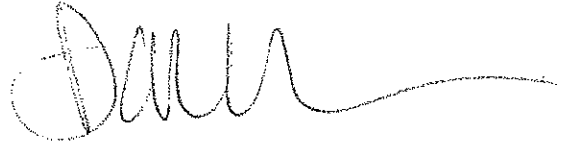
The parties agree that for the term of the subcontracting agreement with Seattle Building Maintenance (SBM), custodial staff at South Lake Union and Gig Harbor will not be part of the SEIU Service bargaining unit. The parties agree to revisit the staffing at these two (2) clinics prior to the expiration of the subcontracting agreement in June 2019. The parties also agree that the three (3) additional new clinics, West Olympia, Smokey Point and Ballard, will be staffed with bargaining unit employees. This agreement is considered non-precedent setting.

Signed and agreed to this 4th day of December, 2018.



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Jenny Wetzel (KFHPWA)



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Danielle Doyon (SEIU)

**Memorandum of Understanding By and Between  
KFHPWA  
And  
SEIU Healthcare 1199NW**

**Health Care Guide**

The parties to this agreement are Kaiser Foundation Health Plan of Washington (KFHPWA) and SEIU Healthcare 1199NW (SEIU). The parties agree to the following:

- The Healthcare Guide MA-C and Healthcare Guide MA-R roles are subject to the terms and conditions of the SEIU Healthcare 1199NW Service Collective Bargaining Agreement. In addition, the parties have made the following agreements:
  - A pilot program will be conducted for the purposes of determining if the Healthcare Guide Roles will be utilized permanently at the South Lake Union clinic or any other KPWA Innovation clinic as part of the care team. A Healthcare Guide Labor-Management Committee including at least five (5) SEIU Healthcare 1199NW bargaining unit members, at least two (2) of whom are Guides, appointed by the union and at least three (3) management representatives, along with a union organizer and Labor Relations representative, will advise the development of the pilot program. This committee may include staff from other bargaining units as well, WPMG members and KPWR members. The Healthcare Guide Labor-Management Committee will agree on goals and evaluation approach by which to assess the success of the Healthcare Guide pilot program. Prior to permanently continuing the role at the innovation sites of South Lake Union and Ballard and expanding this role to any other clinics, the Healthcare Guide Labor-Management Committee will evaluate the pilot based on the agreed-upon goals. Any changes to the job description and/or wage rates shall be mutually agreed upon.
  - Healthcare Guides will be trained in a simulation clinic without direct patient care, prior to interacting with actual patients. The training for Healthcare Guides will be jointly developed by KFHPWA and SEIU via the Healthcare Guide Labor-Management Committee.
  - During the pilot, prior to Healthcare Guide MA-Rs being able to do direct patient care, their skills will be assessed and signed off on by management. The Healthcare Guide Labor-Management Committee will discuss what skills and competencies MA-Rs should possess prior to doing direct patient care. Healthcare Guide MA-Rs must meet the state MA-R requirements.
  - The attached Job Descriptions and below wage scales will be utilized for the Healthcare Guide MA-C and Healthcare Guide MA-R roles.

**Wage Scales:**

|                         | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      | 12      | 13      | 14      | 15      | 16      |
|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Healthcare Guide (MA-C) |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                         | \$21.28 | \$21.93 | \$22.54 | \$23.18 | \$23.78 | \$24.47 | \$25.35 | \$25.79 | \$26.51 | \$27.23 | \$27.97 | \$28.74 | \$29.54 | \$30.36 | \$31.18 | \$31.62 |
| Healthcare Guide (MA-R) |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                         | \$20.55 | \$21.18 | \$21.77 | \$22.38 | \$22.96 | \$23.63 | \$24.48 | \$24.91 | \$25.60 | \$26.30 | \$27.01 | \$27.75 | \$28.53 | \$29.32 | \$30.11 | \$30.54 |

- If at any point during the pilot KFHPWA decides not to continue the Healthcare Guide Roles, employees currently employed in that role will be given the option to be placed in any vacant position of their choosing in the SEIU Healthcare 1199NW bargaining unit (including roles with different job titles) for which they are qualified. If an employee opts not to take a vacant position or

Health Care Guide Agreement

no vacant position exists for which the employee is qualified, then the layoff process outlined in the collective bargaining agreement will apply.

Signed and dated 31<sup>st</sup> day of January, 2019.

Jenny Wetzel

KFHPWA (Please Print)

JWetzel

(Signature)

2/1/19

Date

Phoebe R. Rounds

SEIU 1199NW (Please Print)

Phoebe Rounds

(Signature)

2/1/19

Date

## MA Apprenticeship Program Agreement

### **Addendum Regarding KFHPWA MA Apprenticeship Program By and Between KFHPWA and SEIU Healthcare 1199 NW Service Unit**

In order to address the limited supply of Medical Assistants (MAs) in Washington State, it is necessary to expand the pool of qualified Medical Assistants. Expanding the pool of qualified Medical Assistants by developing a Registered Apprenticeship Program will address issues of staffing, workload, patient access and recruitment and retention of MAs at KFHPWA.

Except as specified below, the entirety of the (SEIU Service) Collective Bargaining Agreement applies to MA Apprentice positions and MA Apprentice Mentor assignments upon the date of ratification.

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

#### Apprenticeship Program

KFHPWA agrees to start an apprenticeship program, as a training agent, administered through the Healthcare Apprenticeship Consortium. KFHPWA will follow the standards set by the Healthcare Apprenticeship Consortium JATC. The Healthcare Apprenticeship Consortium Apprenticeship Program Standards will be agreed to by all apprentices, will be followed, and will be held accountable by the JATC.

#### Equal Opportunity

KFHPWA is committed to equal opportunities for all employees and applicants. Employees and applicants to the MA Apprentice Mentorship Program will not be discriminated against by managers, supervisors, coworkers or third parties on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, transgender, national origin, age, physical or mental disability, veteran status, sexual orientation, genetic information or other status protected by applicable federal, state or local laws or by corporate policy.

#### Article 1: Recognition

MA Apprentices will be included along with other classifications referenced in Article 1.

#### MA Apprentice Title and Definition

An MA Apprentice is a regular full-time employee while enrolled and participating in the MA Apprenticeship Program at KFHPWA.

The MA Apprentice will complete a program consisting of both didactic and on-the-job learning. The MA Apprentice will be assigned to an MA Apprentice Mentor(s) for the term of the on-the-job training. The MA Apprentice will receive one-on-one mentorship for the term of the program.

This is a competency-based program. The entire MA Apprenticeship Program will consist of 2000 hours of on-the-job training and will be completed within twelve (12) to twenty-four (24) months. The

## MA Apprenticeship Program Agreement

Apprentice will progress based on successful demonstration of their mastery of the competencies in each of the work processes.

Upon acceptance into the program, MA Apprentices will be provided with and required to sign the Training Fund Service Agreement.

### Eligibility

The requirement for participation in the MA Apprenticeship is a minimum of eighteen (18) years of age, high school diploma or equivalent and ability to meet the minimum physical job qualifications for MA per KFHPWA policies.

### MA Apprentice Job Description

The MA Apprentice shall have its own job description and job code and will be jointly agreed upon by KFHPWA and SEIU 1199NW.

### 5.1 Probationary Employee

An MA Apprentice shall be considered a probationary employee for the first six (6) months of employment as a regular employee in the MA Apprenticeship Program. During this time employees may be terminated without notice and without recourse through the grievance procedure. All benefits provided herein will accrue during the probationary period. An MA Apprentice transitioned into a Medical Assistant position upon completion of the MA Apprenticeship Program will not have an additional probationary period. Incumbent KFHPWA employees who enter the MA Apprenticeship Program will not have an additional probationary period.

### 5.7 Seniority

Seniority for MA Apprentices shall be in accordance with Article 5.7. For MA Apprentices recruited externally, the seniority date shall be the original date of hire into the MA Apprenticeship Program. Incumbent KFHPWA employees entering the MA Apprenticeship Program from a non-SEIU represented Bargaining Unit shall retain their original seniority date for the purposes of accrued benefits, retirement vesting, and retirement notice and service awards. For the purposes of vacation scheduling and layoff, seniority shall be the date of hire into the MA Apprenticeship Program.

### Paid Time Off (PTO) and Extended Illness Bank (EIB)

Apprentices shall only utilize paid time off (PTO) and Extended Illness Bank (EIB) that has been accrued for the purposes of vacation or sick leave and shall be in accordance with current policy and practice and the SEIU Service Collective Bargaining Agreement. The lost time due to PTO or EIB use must also be made up before the conclusion of the Program, a maximum of 24 months, and without incurring overtime. The Apprenticeship Program Manager will be responsible for final approval of all time off requests in consultation with clinic operations and schedulers. Apprentices are responsible to be aware of their obligations around RSI hours and the need to make-up any time missed. Apprentices will complete two thousand (2,000) hours of OJT, which will take place in KFHPWA facilities.

## MA Apprenticeship Program Agreement

### 5.13 Work Unit

MA Apprentices in the MA Apprenticeship Program will be in their own work unit. Upon completion of the MA Apprenticeship Program, MA Apprentices will join the work unit for the position into which they transition as an MA-R, MA-I or MA-C.

### 7.9 WWA Low Census/Low Need

MA Apprentices and their assigned MA Apprentice Mentors will be excluded from low census on any shift they are actively working as part of the MA Apprenticeship Program.

### 8.1 Wage Schedule

Per Washington state department of Labor & Industries requirements, the MA Apprentices shall have a two (2) step wage scale.

MA Apprentices shall be paid a starting wage of 88% of the current Medical Assistant base wage (Step 1) in accordance with the wages schedules attached during the first 0-1000 hours of on-the-job training (OJT).

Upon completion of 1001 hours of on the job training (OJT), MA Apprentices will be paid 93% of the current MA base wage (Step 1) for all additional hours of the program.

MA Apprentice wages will reflect any ATB wage increases effective during the term of their program.

Upon entry into the MA Apprenticeship Program, Incumbent SEIU 1199NW Service bargaining unit employees who participate in the MA Apprenticeship Program will be paid their current hourly wage, or the MA Apprentice starting wage (Step 1), whichever is higher. If their current hourly wage is higher, then their rate of pay will be frozen until such time as the MA Apprentice wage scale catches up. Upon completion of the MA Apprenticeship Program and transition to an MA-R or MA-I, and then transition to an MA-C, if their previous rate of pay is still higher, their rate of pay will continue to be frozen until the Medical Assistant wage scale catches up to their frozen rate of pay. ATB wage increases will still apply.

### Pay for Classroom Time

Apprentices are 1.0 FTE employees who will be paid for a 40-hour work week through the life of the program. Related Supplemental Instruction (RSI) will be paid time, not to exceed 288 hours throughout the program. The training plan will be developed by the JATC and the MA Subcommittee of the JATC, in partnership with the SEIU Multi-Employer Training Fund and Seattle Colleges, and the training plan for classroom time will determine the ratio of OJT and RSI per week.

### MA Apprentice Mentor Compensation

Employees assigned the MA Apprentice Mentor role by the Employer will be paid three dollars fifty cents (\$3.50) per hour in addition to the contract rate of pay provided for the Medical Assistant classification in the wage schedule.

## MA Apprenticeship Program Agreement

### KFHPWA MA Apprenticeship Program Joint Labor Management Committee (MA Apprenticeship JLMC)

A KFHPWA MA Apprenticeship Program Joint Labor Management Committee (MA Apprenticeship JLMC) will be developed consisting of equal numbers of representatives between labor and KFHPWA management, from a minimum of four (4) to a maximum of twelve (12) members. In addition to the standing committee members, guests may be invited to provide subject matter expertise such as the SEIU Multi-Employer Training Fund and Seattle Colleges. The committee will meet no less than quarterly, or 4 times per year. A quorum shall be defined as 50% plus one. All committee work will be on paid time.

The primary goal of the JLMC is to ensure the viability and long-term success of the MA Apprenticeship Program, and to engage in joint problem-solving efforts where the mutual interest of labor and management can be addressed. The JLMC will serve as a forum for input to KFHPWA's operational decision-making processes and information sharing. The JLMC will be kept apprised of the project overall with opportunities for input along the way. Leveraging the experience and expertise of Medical Assistants and Clinical Operations, this committee will provide input and guidance for the overall experience and success of both MA Apprentices and Mentors, including recruiting, selection, onboarding, training, and ongoing support. The JLMC will have the opportunity to help to develop the criteria for recruitment and selection of apprentices

SEIU Healthcare Multi-Employer Training Fund, SEIU Healthcare 1199NW, and KFHPWA will support the JATC and JATC MA Subcommittee on the RSI design, marketing efforts to help recruit apprentices and mentors, and mentorship curriculum. MAs who participate in a labor representation role on the JATC and JATC MA Subcommittee will be provided release from work and made whole for all hours of a missed shift and compensated for all hours participating in the committee. At least one bargaining unit member of the MA Apprenticeship JLMC will be represented on interview panels to provide input on selection of apprentices. KFHPWA will make the final recommendation of selected apprentices and submit to the SEIU Multi-Employer Training Fund, and the Healthcare Apprenticeship Consortium JATC will issue final approval.

The number of available apprenticeship positions for the first apprenticeship cohort and future cohorts will be discussed in the MA Apprenticeship JLMC including review of data including but not limited to number of open positions and future projections for positions and available mentors (1:1 ratio).

### Apprentice Selection and Recruitment Process and Requirements

For the purpose of hiring, incumbent SEIU Service bargaining unit members, followed by all other incumbent KFHPWA employees, will be considered prior to all others. While priority will be given to incumbent SEIU Service bargaining unit members and KFHPWA employees overall, the apprenticeship program will be advertised both externally and internally. Seniority within the SEIU Service bargaining unit will be the determining factor when competence, skill and ability are equal.

MA Apprentice positions will be posted and applications accepted on Taleo and KFHPWA recruiters will lead recruitment efforts, involving stakeholders such as JLMC members or SEIU Service Delegates, in the interview process.



## MA Apprenticeship Program Agreement

### MA Apprentice Mentors

An MA Apprentice Mentor is an experienced Medical Assistant who volunteers and is selected to mentor MA Apprentices for the duration of the cohort. MA Apprentice Mentors are assigned the responsibility for mentoring MA Apprentices in their required competencies specified by the MA Apprenticeship Program. In no case would an MA who does not volunteer be mandatorily assigned a Mentor Role. An MA Apprentice Mentor does not have supervisory authority as defined by the National Labor Relations Act.

### MA Apprentice Mentor Selection Process and Requirements

KFHPWA and SEIU 1199NW will meet as part of the MA Apprenticeship JLMC to discuss and provide input on selection criteria and selection of mentors. This topic will be discussed at least yearly and will take place at least three (3) months prior to the start date for the next MA Apprenticeship cohort. SEIU Healthcare Multi-Employer Training Fund, SEIU Healthcare 1199NW, and KFHPWA will work jointly on recruitment efforts for mentors. Best efforts will be made to recruit and select mentors prior to recruitment of apprentices to ensure appropriate placement slots for apprentices. Communications related to recruitment efforts of MA Apprentices and Mentors will occur simultaneously, and mentors will be recruited ongoing in order to mitigate backfill issues. KFHPWA will make the final selection of mentors from those who have indicated interest.

### MA Apprentice Mentor Training

The HCAP mentorship curriculum will be utilized for training and MA Apprentice Mentors will be required to complete the training, which will take place for a total of 18-20 hours over the course of several days. The SEIU Healthcare 1199NW Multi-Employer Training Fund will conduct the training. The MA Apprenticeship JLMC will provide input to the SEIU Healthcare 1199NW Multi-Employer Training Fund on the training plan, design and implementation. Training for MA Apprentice Mentors shall be provided on work time or otherwise paid by the Employer.

### MA Apprentice Mentor Support

Support for mentors will be provided by KFHPWA and the Multi-Employer Training Fund as determined by the MA Apprenticeship Program JLMC.

### MA Apprentice Mentor to MA Apprentice Ratio

The ratio of MA Apprentices to MA Apprentice Mentors may not exceed 1:1.

### AIDS/HIV & CPR Training

AIDS/HIV & CPR training is required for employment at KFHPWA. These trainings will be provided as part of the Related Supplemental Instruction (RSI) within the first week of the MA Apprenticeship Program.

### Staffing to Support MA Apprentice Mentors

KFHPWA is committed to support Mentors in completing their assigned work. KFHPWA agrees to carve out time each week of no less than twenty (20) minutes per day, not to exceed forty (40) minutes per day, to be allocated for 1:1 mentoring for the MA Apprentices by their assigned MA Apprentice Mentors. If the mentor is on vacation or sick leave, the supervisor/manager will be responsible for the support and assignment of the apprentice. The apprentice will not lose pay due to the absence of their mentor.

## MA Apprenticeship Program Agreement

The MA Apprenticeship JLMC will monitor any issues that may arise with MA Mentors' ability to complete their daily workflow and make adjustments as needed to ensure appropriate time is allotted to this work.

### Supervision Structure

MA Apprentices will report to one Manager assigned to the MA Apprenticeship Program.

While MA Apprentice Mentors will document and track completion of recognized competencies as determined by the JATC, they will not be responsible or liable for final sign off of competencies. Final sign off of competencies is a function of management.

Should an MA Apprentice Mentor be absent from work for any reason, Management shall be responsible for maintaining the MA Apprentice OJT training during that time.

MA Apprentice Mentors will continue to report to their department/unit COM.

### Completion of Program

Upon successful completion of the Apprenticeship Program, the MA Apprentice will convert to an MA-R or MA-I and transition into a vacant Medical Assistant position for which they are eligible. Every MA Apprentice who successfully completes the Apprenticeship Program will receive a permanent MA position at the Employer.

The MA Apprenticeship JLMC will review MA vacancies at least 90 days prior to the completion of each cohort to identify available job openings, and survey apprentices regarding their geographic preferences. At least 60 days prior to the completion of the cohort, the Employer will freeze enough available job openings to ensure there are available positions for all MA Apprentices, with the intent of matching to their geographic preferences.

To obtain a position, an Apprentice must select one or more positions that have been frozen for which the Apprentice is interested and apply for the position in Taleo. The Apprentice shall participate in an informational interview with the hiring manager in order for both parties to meet and for the Apprentice to learn about the position. An Apprentice may apply for placement into a position in any geographic area. Every apprentice shall have the opportunity to obtain an open position that has been frozen within the geographic region in which they expressed interest. If there is not a frozen position available within their geographic region, the Apprentice will be placed in the closest MA position to their preferred region. For those Apprentices that did not secure a position within their geographic region, as future vacancies become available in their preferred region, before the position is posted externally, the Apprentice will have a one (1) time first right of refusal.

Geographic regions are:

North: Everett, Lynnwood, Northshore, Smokey Point

Seattle: Capitol Hill, Northgate, Rainier, Ballard, South Lake Union, Burien

Eastside: Bellevue, Redmond, Factoria

South King: Renton, Renton Admin, Kent, Federal Way

South: Tacoma, Tacoma South, Puyallup

## MA Apprenticeship Program Agreement

South 2: Olympia, West Olympia

Kitsap: All locations in Kitsap

Eastern WA: All locations in Eastern WA

MA Apprentice program graduates who have passed their certification exam will be paid at the MA-C rate of pay. For MA Apprentice program graduates who do not take their certification exam immediately upon completion of the MA Apprenticeship Program, or do not pass the certification exam, continued employment is contingent upon obtaining an MA-I and then passing the Medical Assistant certification exam within twelve (12) months of completion of the MA Apprenticeship Program, and submission of the required documentation. MA-Is will be paid at the MA-C rate of pay.

MA Apprentice program graduates who have not achieved the MA-C or MA-I credential from the Department of Health will be paid at the MA-R (MA-R MOU) rate of pay for up to 90 days until they receive their MA certification documentation or their MA-I.

An MA Apprentice who takes the Medical Assistant Certification Exam and is not successful will be offered academic support through the SEIU Healthcare 1199NW Multi-Employer Training Fund to help them successfully obtain their certification. If an Apprentice does not pass their certification exam within twelve (12) months of becoming an MA-I, the Apprentice will be discharged from their position with the Employer.

Fees for the certification exam will be paid by the Employer. Any repeat of the certification exam due to failure to pass the first time will be paid by the employee.

### Service Commitment

Upon successful completion of the MA Apprenticeship Program, once MA Apprentices transition to MA-R or MA-I positions at KFHPWA, they will be asked to sign a Service Commitment to work at KFHPWA for no less than two (2) additional years. The Employer will take into consideration emergent personal circumstances brought forward by the employee that disrupt the employee's ability to complete the service agreement.

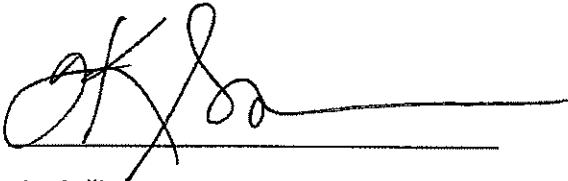
### Term of Agreement

The parties commit that this MOU shall remain in full force and effect through the expiration of the successor agreement to the current 2015-2019 collective bargaining agreement between the parties. This means that even if the 2015-2019 agreement expires while the parties are negotiating a successor agreement to the 2015-2019 agreement, this MA Apprenticeship MOU shall remain in full force and effect. The expiration date of this MA Apprenticeship MOU will be the same as that of the successor agreement to the 2015-2019 agreement.

MA Apprenticeship Program Agreement

Kaiser Foundation Health Plan of Washington

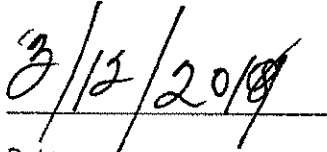
SEIU HEALTHCARE 1199NW



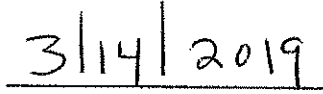
Kim Sullivan, VP Human Resources



Diane Sosne, RN, President



Date



Date

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

**Washington Paid Family Medical Leave Act (WPFMLA)**

**May 1, 2019**

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

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

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

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

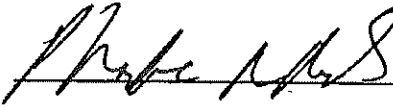
**Supplementation.** The parties agree that in accordance with the WPFMLA, employees may choose to use PTO, EIB and/or STD to supplement paid leave benefits effective January 1, 2020.

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

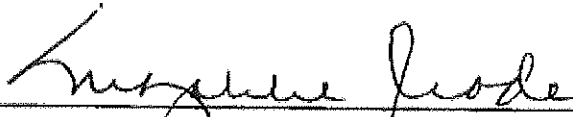
Signed by:

  
Joe Killinger on behalf of KFHPWA

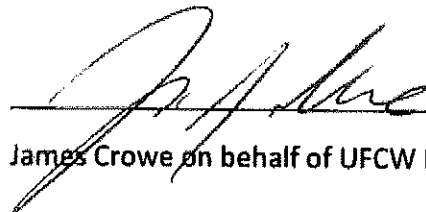
07/17/2019  
Date

  
Phoebe Rounds on behalf of SEIU 1199NW

7/17/19  
Date

  
Suzanne Mode on behalf of OPEIU Local 8

7/23/19  
Date

  
James Crowe on behalf of UFCW Local 21

9-11-2019  
Date

**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.

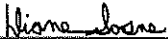
### **Ongoing Accountability**

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:**

  
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Phoebe R. Rounds (Feb 3, 2021 17:13 PST)  
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Phoebe Rounds on behalf of SEIU 1199NW

Feb 3, 2021  
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Date

  
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Diane Sosne (Feb 3, 2021 19:57 PST)  
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Diane Sosne on behalf of SEIU 1199NW

Feb 3, 2021  
\_\_\_\_\_  
Date

  
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Jocelyne McAdory (Feb 4, 2021 11:38 PST)  
\_\_\_\_\_  
Jocelyne McAdory on behalf of KFHPWA

Feb 4, 2021  
\_\_\_\_\_  
Date





**SEIU Service Wages**  
**Effective as of October 2019**

| 2019 |      |   | Grade | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
|------|------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WWA  | 2100 | Anesthesia Tech*                              | 25    | 22.73 | 23.40 | 23.95 | 24.56 | 25.15 | 25.74 | 26.37 | 27.03 | 27.68 | 28.34 | 29.03 | 29.72 | 30.50 | 31.22 | 32.05 | 32.53 |
| WWA  | 2106 | Central Service Tech I                        | 1     | 16.48 | 16.93 | 17.31 | 17.72 | 18.10 | 18.51 | 18.90 | 19.34 | 19.77 | 20.21 | 20.64 | 21.11 | 21.63 | 22.14 | 22.26 | 22.61 |
| WWA  | 2107 | Central ServiceTech II*                       | 2     | 18.54 | 19.11 | 19.64 | 20.10 | 20.64 | 21.12 | 21.63 | 22.18 | 22.79 | 23.34 | 23.93 | 24.50 | 25.13 | 25.74 | 26.41 | 26.84 |
| WWA  | 2109 | Custodian                                     | 15    | 16.17 | 16.65 | 17.03 | 17.39 | 17.76 | 18.18 | 18.55 | 18.99 | 19.42 | 19.83 | 20.26 | 20.75 | 21.25 | 21.78 | 22.31 | 22.64 |
| WWA  | 2184 | Diet Assistant                                | 48    | 17.38 | 17.98 | 18.59 | 19.29 | 19.93 | 20.46 | 20.88 | 21.23 | 21.69 | 22.09 | 22.44 | 22.79 | 23.32 | 23.71 | 23.98 | 24.51 |
| WWA  | 2117 | EMT   | 46    | 19.00 | 19.59 | 20.14 | 20.70 | 21.25 | 21.85 | 22.44 | 23.02 | 23.69 | 24.35 | 25.02 | 25.69 | 26.40 | 27.17 | 27.87 | 28.31 |
| WWA  | 2188 | Health Care Guide                             | 23    | 22.57 | 23.18 | 23.85 | 24.49 | 25.17 | 25.82 | 26.60 | 27.31 | 28.06 | 28.87 | 29.62 | 30.46 | 31.28 | 32.15 | 33.07 | 33.58 |
| WWA  | 2189 | Health Care Guide (MA)                        | 18    | 21.83 | 22.50 | 23.13 | 23.79 | 24.40 | 25.11 | 26.02 | 26.47 | 27.22 | 27.96 | 28.72 | 29.51 | 30.34 | 31.18 | 32.03 | 32.48 |
| WWA  | 2123 | Health Unit Coordinator                       | 10    | 18.90 | 19.34 | 19.78 | 20.24 | 20.67 | 21.15 | 21.64 | 22.11 | 22.62 | 23.11 | 23.64 | 24.17 | 24.72 | 25.26 | 25.85 | 26.25 |
| WWA  | 2124 | Health Unit Coordinator / NB (12 hr schedule) | 10    | 18.90 | 19.34 | 19.78 | 20.24 | 20.67 | 21.15 | 21.64 | 22.11 | 22.62 | 23.11 | 23.64 | 24.17 | 24.72 | 25.26 | 25.85 | 26.25 |
| WWA  | 2128 | Logistics Coordinator                         | 32    | 21.86 | 22.45 | 22.83 | 23.29 | 23.72 | 24.16 | 24.62 | 25.09 | 25.57 | 26.07 | 26.58 | 27.16 | 27.81 | 28.52 | 29.18 | 29.63 |
| WWA  | 2129 | LPN   | 23    | 22.57 | 23.18 | 23.85 | 24.49 | 25.17 | 25.82 | 26.60 | 27.31 | 28.06 | 28.87 | 29.62 | 30.46 | 31.28 | 32.15 | 33.07 | 33.58 |
| WWA  | 2133 | LPN/NB (12 hr schedule)                       | 23    | 22.57 | 23.18 | 23.85 | 24.49 | 25.17 | 25.82 | 26.60 | 27.31 | 28.06 | 28.87 | 29.62 | 30.46 | 31.28 | 32.15 | 33.07 | 33.58 |
| WWA  | 2130 | LPN/Home/Hospice                              | 3     | 24.07 | 24.67 | 25.35 | 26.00 | 26.68 | 27.35 | 28.08 | 28.84 | 29.58 | 30.36 | 31.15 | 31.96 | 32.82 | 33.65 | 34.57 | 35.08 |
| WWA  | 2137 | Material Management Tech                      | 19    | 18.81 | 19.38 | 19.87 | 20.41 | 20.89 | 21.42 | 21.95 | 22.53 | 23.05 | 23.66 | 24.26 | 24.86 | 25.46 | 26.13 | 26.76 | 27.17 |
| WWA  | 2138 | Medical Assistant                             | 6     | 21.08 | 21.73 | 22.33 | 22.96 | 23.56 | 24.25 | 24.92 | 25.57 | 26.28 | 27.00 | 27.73 | 28.49 | 29.30 | 30.11 | 30.92 | 31.37 |
| WWA  | 2187 | Med. Asst-Registered                          | 5     | 20.03 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| WWA  | 2190 | MA Apprentice                                 | 13    | 18.55 | 19.60 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| WWA  | 2141 | Nursing Assistant                             | 8     | 17.97 | 18.45 | 18.89 | 19.28 | 19.75 | 20.20 | 20.61 | 21.09 | 21.50 | 22.00 | 22.52 | 22.98 | 23.58 | 24.16 | 24.77 | 25.17 |
| WWA  | 2145 | Operating Room Core Tech                      | 14    | 17.50 | 18.02 | 18.51 | 18.95 | 19.42 | 19.89 | 20.42 | 20.95 | 21.45 | 21.99 | 22.57 | 23.10 | 23.72 | 24.30 | 24.93 | 25.27 |
| WWA  | 2147 | Orthopedic Tech                               | 40    | 21.58 | 22.23 | 22.83 | 23.38 | 23.97 | 24.57 | 25.19 | 25.79 | 26.47 | 27.12 | 27.79 | 28.50 | 29.20 | 29.96 | 30.69 | 31.17 |
| WWA  | 2148 | Patient Care Tech                             | 9     | 17.06 | 17.56 | 18.01 | 18.46 | 18.93 | 19.41 | 19.87 | 20.38 | 20.89 | 21.43 | 21.96 | 22.52 | 23.05 | 23.66 | 24.26 | 24.62 |
| WWA  | 2149 | Patient Care Tech / OSC                       | 7     | 17.06 | 17.56 | 18.01 | 18.46 | 18.93 | 19.41 | 19.87 | 20.38 | 20.89 | 21.43 | 21.96 | 22.52 | 23.05 | 23.66 | 24.26 | 24.62 |
| WWA  | 2151 | Radiology Assistant                           | 31    | 17.16 | 17.65 | 18.05 | 18.44 | 18.88 | 19.30 | 19.71 | 20.18 | 20.57 | 21.07 | 21.52 | 21.98 | 22.55 | 23.10 | 23.71 | 24.05 |
| WWA  | 2155 | Social Services Assistant                     | 12    | 23.09 | 23.72 | 24.37 | 25.02 | 25.70 | 26.40 | 27.15 | 27.83 | 28.63 | 29.39 | 30.21 | 31.09 | 31.80 | 32.57 | 33.40 | 33.87 |
| WWA  | 2186 | Support Agent                                 | 49    | 19.76 | 20.75 | 21.82 | 22.91 | 24.07 | 25.15 | 26.28 | 27.48 | 28.02 | 28.30 | 28.58 | 28.88 | 29.16 | 29.46 | 29.76 | 29.91 |
| WWA  | 2157 | Surgical Tech*                                | 26    | 24.68 | 25.37 | 25.98 | 26.61 | 27.26 | 27.97 | 28.60 | 29.32 | 30.03 | 30.77 | 31.49 | 32.23 | 33.06 | 33.94 | 35.00 | 35.50 |
| WWA  | 2159 | Warehouse Worker                              | 11    | 18.59 | 19.18 | 19.60 | 20.05 | 20.55 | 21.08 | 21.57 | 22.13 | 22.52 | 23.28 | 23.84 | 24.44 | 24.97 | 25.61 | 26.24 | 26.63 |
| WWA  | 2161 | Warehouse Worker w/ Receiving Clerk premium   | 17    | 18.59 | 19.18 | 19.60 | 20.05 | 20.55 | 21.08 | 21.57 | 22.13 | 22.52 | 23.28 | 23.84 | 24.44 | 24.97 | 25.61 | 26.24 | 26.63 |
| EWA  | 2003 | LPN   | 23    | 22.57 | 23.18 | 23.85 | 24.49 | 25.17 | 25.82 | 26.60 | 27.31 | 28.06 | 28.87 | 29.62 | 30.46 | 31.28 | 32.15 | 33.07 | 33.58 |
| EWA  | 2001 | Medical Assistant                             | 6     | 21.08 | 21.73 | 22.33 | 22.96 | 23.56 | 24.25 | 24.92 | 25.57 | 26.28 | 27.00 | 27.73 | 28.49 | 29.30 | 30.11 | 30.92 | 31.37 |
| WWA  | 2168 | Courier**                                     | 92    |       | 15.17 | 15.46 | 15.78 | 16.08 | 16.44 | 16.73 | 17.11 | 17.44 | 17.79 | 18.13 | 18.52 | 18.88 | 19.27 |       |       |
| EWA  | 2000 | Courier**                                     | 92    |       | 15.17 | 15.46 | 15.78 | 16.08 | 16.44 | 16.73 | 17.11 | 17.44 | 17.79 | 18.13 | 18.52 | 18.88 | 19.27 |       |       |

The wage rates listed for the classifications above reflect a 3% minus \$.09 across the board increase over November 2018 wages.

There is a two-year wait between steps 11-16.

\*Anesthesia Tech, CS Tech II, and Surgical Tech rates include market adjustments.

\*\*Blocked steps for Courier are closed until equal or greater than \$15/hour.



| 2019 |      |   | Grade | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
|------|------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WWA  | 2171 | Anesthesia Tech                               | 75    | 25.00 | 25.74 | 26.35 | 27.02 | 27.67 | 28.31 | 29.01 | 29.73 | 30.45 | 31.17 | 31.93 | 32.69 | 33.55 | 34.34 | 35.26 | 35.78 |
| WWA  |      | Central Service Tech I                        |       | 18.13 | 18.62 | 19.04 | 19.49 | 19.91 | 20.36 | 20.79 | 21.27 | 21.75 | 22.23 | 22.70 | 23.22 | 23.79 | 24.35 | 24.49 | 24.87 |
| WWA  | 2172 | Central ServiceTech II                        | 52    | 20.39 | 21.02 | 21.60 | 22.11 | 22.70 | 23.23 | 23.79 | 24.40 | 25.07 | 25.67 | 26.32 | 26.95 | 27.64 | 28.31 | 29.05 | 29.52 |
| WWA  |      | Custodian                                     |       | 17.79 | 18.32 | 18.73 | 19.13 | 19.54 | 20.00 | 20.41 | 20.89 | 21.36 | 21.81 | 22.29 | 22.83 | 23.38 | 23.96 | 24.54 | 24.90 |
| WWA  | 2185 | Diet Asst                                     | 98    | 19.12 | 19.78 | 20.45 | 21.22 | 21.92 | 22.51 | 22.97 | 23.35 | 23.86 | 24.30 | 24.68 | 25.07 | 25.65 | 26.08 | 26.38 | 26.96 |
| WWA  | 2173 | EMT   | 96    | 20.90 | 21.55 | 22.15 | 22.77 | 23.38 | 24.04 | 24.68 | 25.32 | 26.06 | 26.79 | 27.52 | 28.26 | 29.04 | 29.89 | 30.66 | 31.14 |
| WWA  |      | Health Care Guide                             |       | 24.83 | 25.50 | 26.24 | 26.94 | 27.69 | 28.40 | 29.26 | 30.04 | 30.87 | 31.76 | 32.58 | 33.51 | 34.41 | 35.37 | 36.38 | 36.94 |
| WWA  |      | Health Care Guide (MA)                        |       | 24.01 | 24.75 | 25.44 | 26.17 | 26.84 | 27.62 | 28.62 | 29.12 | 29.94 | 30.76 | 31.59 | 32.46 | 33.37 | 34.30 | 35.23 | 35.73 |
| WWA  | 2174 | Health Unit Coordinator                       | 60    | 20.79 | 21.27 | 21.76 | 22.26 | 22.74 | 23.27 | 23.80 | 24.32 | 24.88 | 25.42 | 26.00 | 26.59 | 27.19 | 27.79 | 28.44 | 28.88 |
| WWA  |      | Health Unit Coordinator / NB (12 hr schedule) |       | 20.79 | 21.27 | 21.76 | 22.26 | 22.74 | 23.27 | 23.80 | 24.32 | 24.88 | 25.42 | 26.00 | 26.59 | 27.19 | 27.79 | 28.44 | 28.88 |
| WWA  |      | Logistics Coordinator                         |       | 24.05 | 24.70 | 25.11 | 25.62 | 26.09 | 26.58 | 27.08 | 27.60 | 28.13 | 28.68 | 29.24 | 29.88 | 30.59 | 31.37 | 32.10 | 32.59 |
| WWA  | 2175 | LPN   | 73    | 24.83 | 25.50 | 26.24 | 26.94 | 27.69 | 28.40 | 29.26 | 30.04 | 30.87 | 31.76 | 32.58 | 33.51 | 34.41 | 35.37 | 36.38 | 36.94 |
| WWA  |      | LPN/NB (12 hr schedule)                       |       | 24.83 | 25.50 | 26.24 | 26.94 | 27.69 | 28.40 | 29.26 | 30.04 | 30.87 | 31.76 | 32.58 | 33.51 | 34.41 | 35.37 | 36.38 | 36.94 |
| WWA  | 2176 | LPN/Home/Hospice                              | 53    | 26.48 | 27.14 | 27.89 | 28.60 | 29.35 | 30.09 | 30.89 | 31.72 | 32.54 | 33.40 | 34.27 | 35.16 | 36.10 | 37.02 | 38.03 | 38.59 |
| WWA  |      | Material Management Tech                      |       | 20.69 | 21.32 | 21.86 | 22.45 | 22.98 | 23.56 | 24.15 | 24.78 | 25.36 | 26.03 | 26.69 | 27.35 | 28.01 | 28.74 | 29.44 | 29.89 |
| WWA  | 2177 | Medical Assistant                             | 56    | 23.19 | 23.90 | 24.56 | 25.26 | 25.92 | 26.68 | 27.41 | 28.13 | 28.91 | 29.70 | 30.50 | 31.34 | 32.23 | 33.12 | 34.01 | 34.51 |
| WWA  |      | Med. Asst-Registered                          |       | 22.03 | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     |
| WWA  |      | MA Apprentice                                 |       | 20.41 | 21.56 | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     |
| WWA  | 2178 | Nursing Assistant                             | 58    | 19.77 | 20.30 | 20.78 | 21.21 | 21.73 | 22.22 | 22.67 | 23.20 | 23.65 | 24.20 | 24.77 | 25.28 | 25.94 | 26.58 | 27.25 | 27.69 |



**SEIU Service Wages**  
Effective as of October 11, 2020

|     |      |   | Grade | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
|-----|------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WWA | 2100 | Anesthesia Tech                               | 25    | 23.18 | 23.87 | 24.43 | 25.05 | 25.65 | 26.25 | 26.90 | 27.57 | 28.23 | 28.91 | 29.61 | 30.31 | 31.11 | 31.84 | 32.69 | 33.18 |
| WWA | 2106 | Central Service Tech I                        | 1     | 16.81 | 17.27 | 17.66 | 18.07 | 18.46 | 18.88 | 19.28 | 19.73 | 20.17 | 20.61 | 21.05 | 21.53 | 22.06 | 22.58 | 22.71 | 23.06 |
| WWA | 2107 | Central ServiceTech II                        | 2     | 18.91 | 19.49 | 20.03 | 20.50 | 21.05 | 21.54 | 22.06 | 22.62 | 23.25 | 23.81 | 24.41 | 24.99 | 25.63 | 26.25 | 26.94 | 27.38 |
| WWA | 2109 | Custodian                                     | 15    | 16.49 | 16.98 | 17.37 | 17.74 | 18.12 | 18.54 | 18.92 | 19.37 | 19.81 | 20.23 | 20.67 | 21.17 | 21.68 | 22.22 | 22.76 | 23.09 |
| WWA | 2184 | Diet Assistant                                | 48    | 17.73 | 18.34 | 18.96 | 19.68 | 20.33 | 20.87 | 21.30 | 21.65 | 22.12 | 22.53 | 22.89 | 23.25 | 23.79 | 24.18 | 24.46 | 25.00 |
| WWA | 2117 | EMT   | 46    | 19.38 | 19.98 | 20.54 | 21.11 | 21.68 | 22.29 | 22.89 | 23.48 | 24.16 | 24.84 | 25.52 | 26.20 | 26.93 | 27.71 | 28.43 | 28.88 |
| WWA | 2188 | Health Care Guide (MA-R)                      | 6     | 21.50 | 22.16 | 22.78 | 23.42 | 24.03 | 24.74 | 25.42 | 26.08 | 26.81 | 27.54 | 28.28 | 29.06 | 29.89 | 30.71 | 31.54 | 32.00 |
| WWA | 2189 | Health Care Guide (MA-C)                      | 18    | 22.27 | 22.95 | 23.59 | 24.27 | 24.89 | 25.61 | 26.54 | 27.00 | 27.76 | 28.52 | 29.29 | 30.10 | 30.95 | 31.80 | 32.67 | 33.13 |
| WWA | 2123 | Health Unit Coordinator                       | 10    | 19.28 | 19.73 | 20.18 | 20.64 | 21.08 | 21.57 | 22.07 | 22.55 | 23.07 | 23.57 | 24.11 | 24.65 | 25.21 | 25.77 | 26.37 | 26.78 |
| WWA | 2124 | Health Unit Coordinator / NB (12 hr schedule) | 10    | 19.28 | 19.73 | 20.18 | 20.64 | 21.08 | 21.57 | 22.07 | 22.55 | 23.07 | 23.57 | 24.11 | 24.65 | 25.21 | 25.77 | 26.37 | 26.78 |
| WWA | 2128 | Logistics Coordinator                         | 32    | 22.30 | 22.90 | 23.29 | 23.76 | 24.19 | 24.64 | 25.11 | 25.59 | 26.08 | 26.59 | 27.11 | 27.70 | 28.37 | 29.09 | 29.76 | 30.22 |
| WWA | 2129 | LPN   | 23    | 23.02 | 23.64 | 24.33 | 24.98 | 25.67 | 26.34 | 27.13 | 27.86 | 28.62 | 29.45 | 30.21 | 31.07 | 31.91 | 32.79 | 33.73 | 34.25 |
| WWA | 2133 | LPN/NB (12 hr schedule)                       | 23    | 23.02 | 23.64 | 24.33 | 24.98 | 25.67 | 26.34 | 27.13 | 27.86 | 28.62 | 29.45 | 30.21 | 31.07 | 31.91 | 32.79 | 33.73 | 34.25 |
| WWA | 2130 | LPN/Home/Hospice                              | 3     | 24.55 | 25.16 | 25.86 | 26.52 | 27.21 | 27.90 | 28.64 | 29.42 | 30.17 | 30.97 | 31.77 | 32.60 | 33.48 | 34.32 | 35.26 | 35.78 |
| WWA | 2137 | Material Management Tech                      | 19    | 19.19 | 19.77 | 20.27 | 20.82 | 21.31 | 21.85 | 22.39 | 22.98 | 23.51 | 24.13 | 24.75 | 25.36 | 25.97 | 26.65 | 27.30 | 27.71 |
| WWA | 2138 | Medical Assistant                             | 6     | 21.50 | 22.16 | 22.78 | 23.42 | 24.03 | 24.74 | 25.42 | 26.08 | 26.81 | 27.54 | 28.28 | 29.06 | 29.89 | 30.71 | 31.54 | 32.00 |
| WWA | 2187 | Med. Asst-Registered                          | 5     | 20.43 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| WWA | 2190 | MA Apprentice                                 | 13    | 18.92 | 20.00 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| WWA | 2141 | Nursing Assistant                             | 8     | 18.33 | 18.82 | 19.27 | 19.67 | 20.15 | 20.60 | 21.02 | 21.51 | 21.93 | 22.44 | 22.97 | 23.44 | 24.05 | 24.64 | 25.27 | 25.67 |
| WWA | 2145 | Operating Room Core Tech                      | 14    | 17.85 | 18.38 | 18.88 | 19.33 | 19.81 | 20.29 | 20.83 | 21.37 | 21.88 | 22.43 | 23.02 | 23.56 | 24.19 | 24.79 | 25.43 | 25.78 |
| WWA | 2147 | Orthopedic Tech                               | 40    | 22.01 | 22.67 | 23.29 | 23.85 | 24.45 | 25.06 | 25.69 | 26.31 | 27.00 | 27.66 | 28.35 | 29.07 | 29.78 | 30.56 | 31.30 | 31.79 |
| WWA | 2148 | Patient Care Tech                             | 9     | 17.40 | 17.91 | 18.37 | 18.83 | 19.31 | 19.80 | 20.27 | 20.79 | 21.31 | 21.86 | 22.40 | 22.97 | 23.51 | 24.13 | 24.75 | 25.11 |
| WWA | 2149 | Patient Care Tech / OSC                       | 7     | 17.40 | 17.91 | 18.37 | 18.83 | 19.31 | 19.80 | 20.27 | 20.79 | 21.31 | 21.86 | 22.40 | 22.97 | 23.51 | 24.13 | 24.75 | 25.11 |
| WWA | 2151 | Radiology Assistant                           | 31    | 17.50 | 18.00 | 18.41 | 18.81 | 19.26 | 19.69 | 20.10 | 20.58 | 20.98 | 21.49 | 21.95 | 22.42 | 23.00 | 23.56 | 24.18 | 24.53 |
| WWA | 2155 | Social Services Assistant                     | 12    | 23.55 | 24.19 | 24.86 | 25.52 | 26.21 | 26.93 | 27.69 | 28.39 | 29.20 | 29.98 | 30.81 | 31.71 | 32.44 | 33.22 | 34.07 | 34.55 |
| WWA | 2186 | Support Agent                                 | 49    | 20.16 | 21.17 | 22.26 | 23.37 | 24.55 | 25.65 | 26.81 | 28.03 | 28.58 | 28.87 | 29.15 | 29.46 | 29.74 | 30.05 | 30.36 | 30.51 |
| WWA | 2157 | Surgical Tech                                 | 26    | 25.17 | 25.88 | 26.50 | 27.14 | 27.81 | 28.53 | 29.17 | 29.91 | 30.63 | 31.39 | 32.12 | 32.87 | 33.72 | 34.62 | 35.70 | 36.21 |
| WWA | 2159 | Warehouse Worker                              | 11    | 18.96 | 19.56 | 19.99 | 20.45 | 20.96 | 21.50 | 22.00 | 22.57 | 22.97 | 23.75 | 24.32 | 24.93 | 25.47 | 26.12 | 26.76 | 27.16 |
| WWA | 2161 | Warehouse Worker w/ Receiving Clerk premium   | 17    | 18.96 | 19.56 | 19.99 | 20.45 | 20.96 | 21.50 | 22.00 | 22.57 | 22.97 | 23.75 | 24.32 | 24.93 | 25.47 | 26.12 | 26.76 | 27.16 |
| EWA | 2003 | LPN   | 23    | 23.02 | 23.64 | 24.33 | 24.98 | 25.67 | 26.34 | 27.13 | 27.86 | 28.62 | 29.45 | 30.21 | 31.07 | 31.91 | 32.79 | 33.73 | 34.25 |
| EWA | 2001 | Medical Assistant                             | 6     | 21.50 | 22.16 | 22.78 | 23.42 | 24.03 | 24.74 | 25.42 | 26.08 | 26.81 | 27.54 | 28.28 | 29.06 | 29.89 | 30.71 | 31.54 | 32.00 |
| EWA | 2000 | Courier                                       | 92    | 15.17 | 15.47 | 15.77 | 16.10 | 16.40 | 16.77 | 17.06 | 17.45 | 17.79 | 18.15 | 18.49 | 18.89 | 19.26 | 19.66 |       |       |

The wage rates listed for the classifications above reflect a 2% increase over October 2019 wages.  
There is a two-year wait between steps 11-16.



| 2019 |      |   | Grade | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
|------|------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WWA  | 2171 | Anesthesia Tech                               | 75    | 25.50 | 26.26 | 26.87 | 27.56 | 28.22 | 28.88 | 29.59 | 30.33 | 31.05 | 31.80 | 32.57 | 33.34 | 34.22 | 35.02 | 35.96 | 36.50 |
| WWA  |      | Central Service Tech I                        |       | 18.49 | 19.00 | 19.43 | 19.88 | 20.31 | 20.77 | 21.21 | 21.70 | 22.19 | 22.67 | 23.16 | 23.68 | 24.27 | 24.84 | 24.98 | 25.37 |
| WWA  | 2172 | Central ServiceTech II                        | 52    | 20.80 | 21.44 | 22.03 | 22.55 | 23.16 | 23.69 | 24.27 | 24.88 | 25.58 | 26.19 | 26.85 | 27.49 | 28.19 | 28.88 | 29.63 | 30.12 |
| WWA  |      | Custodian                                     |       | 18.14 | 18.68 | 19.11 | 19.51 | 19.93 | 20.39 | 20.81 | 21.31 | 21.79 | 22.25 | 22.74 | 23.29 | 23.85 | 24.44 | 25.04 | 25.40 |
| WWA  | 2185 | Diet Asst                                     | 98    | 19.50 | 20.17 | 20.86 | 21.65 | 22.36 | 22.96 | 23.43 | 23.82 | 24.33 | 24.78 | 25.18 | 25.58 | 26.17 | 26.60 | 26.91 | 27.50 |
| WWA  | 2173 | EMT   | 96    | 21.32 | 21.98 | 22.59 | 23.22 | 23.85 | 24.52 | 25.18 | 25.83 | 26.58 | 27.32 | 28.07 | 28.82 | 29.62 | 30.48 | 31.27 | 31.77 |
| WWA  |      | Health Care Guide (MA-R)                      |       | 23.65 | 24.38 | 25.06 | 25.76 | 26.43 | 27.21 | 27.96 | 28.69 | 29.49 | 30.29 | 31.11 | 31.97 | 32.88 | 33.78 | 34.69 | 35.20 |
| WWA  |      | Health Care Guide (MA-C)                      |       | 24.50 | 25.25 | 25.95 | 26.70 | 27.38 | 28.17 | 29.19 | 29.70 | 30.54 | 31.37 | 32.22 | 33.11 | 34.05 | 34.98 | 35.94 | 36.44 |
| WWA  | 2174 | Health Unit Coordinator                       | 60    | 21.21 | 21.70 | 22.20 | 22.70 | 23.19 | 23.73 | 24.28 | 24.81 | 25.38 | 25.93 | 26.52 | 27.12 | 27.73 | 28.35 | 29.01 | 29.46 |
| WWA  |      | Health Unit Coordinator / NB (12 hr schedule) |       | 21.21 | 21.70 | 22.20 | 22.70 | 23.19 | 23.73 | 24.28 | 24.81 | 25.38 | 25.93 | 26.52 | 27.12 | 27.73 | 28.35 | 29.01 | 29.46 |
| WWA  |      | Logistics Coordinator                         |       | 24.53 | 25.19 | 25.62 | 26.14 | 26.61 | 27.10 | 27.62 | 28.15 | 28.69 | 29.25 | 29.82 | 30.47 | 31.21 | 32.00 | 32.74 | 33.24 |
| WWA  | 2175 | LPN   | 73    | 25.32 | 26.00 | 26.76 | 27.48 | 28.24 | 28.97 | 29.84 | 30.65 | 31.48 | 32.40 | 33.23 | 34.18 | 35.10 | 36.07 | 37.10 | 37.68 |
| WWA  |      | LPN/NB (12 hr schedule)                       |       | 25.32 | 26.00 | 26.76 | 27.48 | 28.24 | 28.97 | 29.84 | 30.65 | 31.48 | 32.40 | 33.23 | 34.18 | 35.10 | 36.07 | 37.10 | 37.68 |
| WWA  | 2176 | LPN/Home/Hospice                              | 53    | 27.01 | 27.68 | 28.45 | 29.17 | 29.93 | 30.69 | 31.50 | 32.36 | 33.19 | 34.07 | 34.95 | 35.86 | 36.83 | 37.75 | 38.79 | 39.36 |
| WWA  |      | Material Management Tech                      |       | 21.11 | 21.75 | 22.30 | 22.90 | 23.44 | 24.04 | 24.63 | 25.28 | 25.86 | 26.54 | 27.23 | 27.90 | 28.57 | 29.32 | 30.03 | 30.48 |
| WWA  | 2177 | Medical Assistant                             | 56    | 23.65 | 24.38 | 25.06 | 25.76 | 26.43 | 27.21 | 27.96 | 28.69 | 29.49 | 30.29 | 31.11 | 31.97 | 32.88 | 33.78 | 34.69 | 35.20 |
| WWA  |      | Med. Asst-Registered                          |       | 22.47 | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     |
| WWA  |      | MA Apprentice                                 |       | 20.81 | 21.99 | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     |
| WWA  | 2178 | Nursing Assistant                             | 58    | 20.16 | 20.70 | 21.20 | 21.64 | 22.17 | 22.66 | 23.12 | 23.66 | 24.12 | 24.68 | 25.27 | 25.78 | 26.46 | 27.10 | 27.80 | 28.24 |



The wage rates listed for the classifications above reflect a 2% increase over October 2020 wages.

\*LPN and Custodian rates include market adjustments.

There is a two-year wait between steps 11-16.



**SEIU Service Wages - TPT**  
Effective as of October 10, 2021

|     |      |   | Grade | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
|-----|------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WWA | 2171 | Anesthesia Tech                               | 75    | 26.00 | 26.79 | 27.41 | 28.11 | 28.78 | 29.46 | 30.18 | 30.93 | 31.67 | 32.44 | 33.22 | 34.01 | 34.90 | 35.73 | 36.67 | 37.22 |
| WWA |      | Central Service Tech I                        |       | 18.87 | 19.38 | 19.81 | 20.27 | 20.71 | 21.19 | 21.64 | 22.13 | 22.63 | 23.12 | 23.62 | 24.16 | 24.75 | 25.33 | 25.48 | 25.87 |
| WWA | 2172 | Central ServiceTech II                        | 52    | 21.22 | 21.87 | 22.47 | 23.00 | 23.62 | 24.17 | 24.75 | 25.38 | 26.09 | 26.72 | 27.39 | 28.04 | 28.75 | 29.46 | 30.23 | 30.72 |
| WWA |      | Custodian                                     |       | 18.68 | 19.24 | 19.68 | 20.10 | 20.53 | 21.01 | 21.44 | 21.95 | 22.44 | 22.92 | 23.42 | 23.99 | 24.56 | 25.18 | 25.78 | 26.16 |
| WWA | 2185 | Diet Asst                                     | 98    | 19.89 | 20.58 | 21.27 | 22.08 | 22.81 | 23.42 | 23.90 | 24.29 | 24.82 | 25.28 | 25.69 | 26.09 | 26.70 | 27.13 | 27.45 | 28.05 |
| WWA | 2173 | EMT   | 96    | 21.75 | 22.42 | 23.05 | 23.68 | 24.32 | 25.01 | 25.69 | 26.35 | 27.10 | 27.87 | 28.63 | 29.39 | 30.22 | 31.09 | 31.90 | 32.41 |
| WWA |      | Health Care Guide (MA-R)                      |       | 24.12 | 24.86 | 25.56 | 26.28 | 26.96 | 27.75 | 28.52 | 29.26 | 30.09 | 30.90 | 31.74 | 32.60 | 33.54 | 34.45 | 35.39 | 35.90 |
| WWA |      | Health Care Guide (MA-C)                      |       | 24.99 | 25.75 | 26.47 | 27.24 | 27.93 | 28.73 | 29.78 | 30.29 | 31.15 | 32.00 | 32.87 | 33.77 | 34.73 | 35.68 | 36.65 | 37.17 |
| WWA | 2174 | Health Unit Coordinator                       | 60    | 21.64 | 22.13 | 22.64 | 23.16 | 23.65 | 24.20 | 24.76 | 25.30 | 25.88 | 26.44 | 27.05 | 27.65 | 28.28 | 28.92 | 29.59 | 30.05 |
| WWA |      | Health Unit Coordinator / NB (12 hr schedule) |       | 21.64 | 22.13 | 22.64 | 23.16 | 23.65 | 24.20 | 24.76 | 25.30 | 25.88 | 26.44 | 27.05 | 27.65 | 28.28 | 28.92 | 29.59 | 30.05 |
| WWA |      | Logistics Coordinator                         |       | 25.03 | 25.70 | 26.14 | 26.66 | 27.14 | 27.64 | 28.17 | 28.71 | 29.26 | 29.83 | 30.42 | 31.08 | 31.83 | 32.64 | 33.40 | 33.90 |
| WWA | 2175 | LPN   | 73    | 26.08 | 26.79 | 27.57 | 28.30 | 29.08 | 29.84 | 30.73 | 31.57 | 32.43 | 33.36 | 34.23 | 35.20 | 36.16 | 37.15 | 38.21 | 38.81 |
| WWA |      | LPN/NB (12 hr schedule)                       |       | 26.08 | 26.79 | 27.57 | 28.30 | 29.08 | 29.84 | 30.73 | 31.57 | 32.43 | 33.36 | 34.23 | 35.20 | 36.16 | 37.15 | 38.21 | 38.81 |
| WWA | 2176 | LPN/Home/Hospice                              | 53    | 27.82 | 28.50 | 29.30 | 30.05 | 30.83 | 31.61 | 32.45 | 33.33 | 34.19 | 35.09 | 35.99 | 36.94 | 37.93 | 38.89 | 39.95 | 40.54 |
| WWA |      | Material Management Tech                      |       | 21.53 | 22.19 | 22.75 | 23.36 | 23.91 | 24.52 | 25.12 | 25.78 | 26.38 | 27.07 | 27.78 | 28.46 | 29.14 | 29.90 | 30.64 | 31.09 |
| WWA | 2177 | Medical Assistant                             | 56    | 24.12 | 24.86 | 25.56 | 26.28 | 26.96 | 27.75 | 28.52 | 29.26 | 30.09 | 30.90 | 31.74 | 32.60 | 33.54 | 34.45 | 35.39 | 35.90 |
| WWA |      | Med. Asst-Registered                          |       | 22.92 | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     |
| WWA |      | MA Apprentice                                 |       | 21.23 | 22.43 | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     | -     |
| WWA | 2178 | Nursing Assistant                             | 58    | 20.57 | 21.12 | 21.63 | 22.07 | 22.61 | 23.11 | 23.58 | 24.13 | 24.61 | 25.18 | 25.77 | 26.30 | 26.98 | 27.64 | 28.36 | 28.80 |
| WWA |      | Operating Room Core Tech                      |       | 20.03 | 20.63 | 21.19 | 21.69 | 22.23 | 22.77 | 23.38 | 23.98 | 24.55 | 25.17 | 25.83 | 26.43 | 27.14 | 27.82 | 28.53 | 28.93 |
| WWA | 2179 | Orthopedic Tech                               | 70    | 24.70 | 25.43 | 26.14 | 26.76 | 27.43 | 28.12 | 28.82 | 29.52 | 30.29 | 31.03 | 31.81 | 32.62 | 33.42 | 34.29 | 35.12 | 35.67 |
| WWA |      | Patient Care Tech                             |       | 19.53 | 20.10 | 20.61 | 21.13 | 21.67 | 22.22 | 22.75 | 23.33 | 23.91 | 24.53 | 25.14 | 25.77 | 26.38 | 27.07 | 27.78 | 28.17 |
| WWA | 2180 | Patient Care Tech / OSC                       | 57    | 19.53 | 20.10 | 20.61 | 21.13 | 21.67 | 22.22 | 22.75 | 23.33 | 23.91 | 24.53 | 25.14 | 25.77 | 26.38 | 27.07 | 27.78 | 28.17 |
| WWA |      | Radiology Assistant                           |       | 19.64 | 20.20 | 20.66 | 21.11 | 21.62 | 22.09 | 22.55 | 23.09 | 23.54 | 24.11 | 24.63 | 25.16 | 25.81 | 26.43 | 27.13 | 27.52 |
| WWA |      | Social Services Assistant                     |       | 26.42 | 27.14 | 27.90 | 28.63 | 29.40 | 30.22 | 31.06 | 31.86 | 32.76 | 33.64 | 34.57 | 35.57 | 36.40 | 37.27 | 38.23 | 38.76 |
| WWA |      | Support Agent                                 |       | 22.62 | 23.75 | 24.98 | 26.22 | 27.54 | 28.78 | 30.09 | 31.45 | 32.07 | 32.40 | 32.70 | 33.06 | 33.36 | 33.72 | 34.07 | 34.23 |
| WWA | 2181 | Surgical Tech                                 | 76    | 28.24 | 29.04 | 29.73 | 30.45 | 31.21 | 32.01 | 32.73 | 33.56 | 34.36 | 35.22 | 36.04 | 36.88 | 37.83 | 38.84 | 40.05 | 40.62 |
| WWA |      | Warehouse Worker                              |       | 21.27 | 21.95 | 22.43 | 22.95 | 23.52 | 24.12 | 24.68 | 25.32 | 25.77 | 26.65 | 27.29 | 27.97 | 28.58 | 29.30 | 30.03 | 30.47 |
| WWA | 2182 | Warehouse Worker w/ Receiving Clerk premium   | 67    | 21.27 | 21.95 | 22.43 | 22.95 | 23.52 | 24.12 | 24.68 | 25.32 | 25.77 | 26.65 | 27.29 | 27.97 | 28.58 | 29.30 | 30.03 | 30.47 |
| EWA | 2007 | LPN   | 93    | 27.27 | 28.00 | 28.82 | 29.59 | 30.41 | 31.20 | 32.13 | 33.01 | 33.90 | 34.88 | 35.79 | 36.80 | 37.80 | 38.84 | 39.95 | 40.57 |
| EWA | 2008 | Medical Assistant                             | 90    | 25.22 | 25.99 | 26.73 | 27.47 | 28.19 | 29.01 | 29.82 | 30.59 | 31.45 | 32.30 | 33.18 | 34.09 | 35.06 | 36.02 | 37.00 | 37.54 |
| EWA |      | Courier                                       |       | 17.79 | 18.15 | 18.50 | 18.88 | 19.24 | 19.68 | 20.01 | 20.47 | 20.87 | 21.29 | 21.69 | 22.16 | 22.60 | 23.06 | -     | -     |

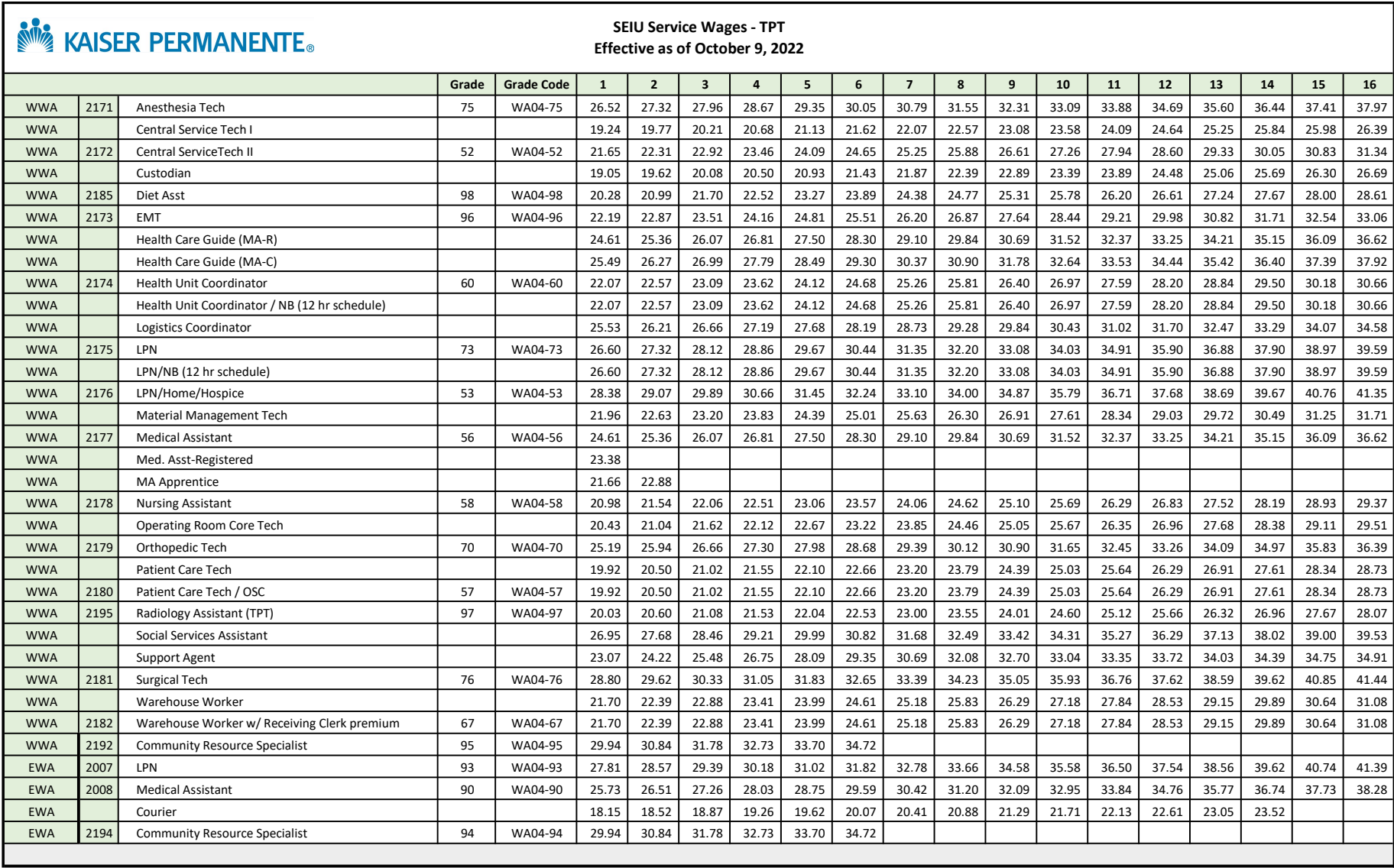


**SEIU Service Wages**  
Effective as of October 9, 2022

|     |      |   | Grade | Grade Code | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    |
|-----|------|---|-------|------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WWA | 2100 | Anesthesia Tech                               | 25    | WA04-25    | 24.11 | 24.84 | 25.42 | 26.06 | 26.68 | 27.32 | 27.99 | 28.68 | 29.37 | 30.08 | 30.80 | 31.54 | 32.36 | 33.13 | 34.01 | 34.52 |
| WWA | 2106 | Central Service Tech I                        | 1     | WA04-1     | 17.49 | 17.97 | 18.37 | 18.80 | 19.21 | 19.65 | 20.06 | 20.52 | 20.98 | 21.44 | 21.90 | 22.40 | 22.95 | 23.49 | 23.62 | 23.99 |
| WWA | 2107 | Central ServiceTech II                        | 2     | WA04-2     | 19.68 | 20.28 | 20.84 | 21.33 | 21.90 | 22.41 | 22.95 | 23.53 | 24.19 | 24.78 | 25.40 | 26.00 | 26.66 | 27.32 | 28.03 | 28.49 |
| WWA | 2109 | Custodian                                     | 15    | WA04-15    | 17.32 | 17.84 | 18.25 | 18.64 | 19.03 | 19.48 | 19.88 | 20.35 | 20.81 | 21.26 | 21.72 | 22.25 | 22.78 | 23.35 | 23.91 | 24.26 |
| WWA | 2184 | Diet Assistant                                | 48    | WA04-48    | 18.44 | 19.08 | 19.73 | 20.47 | 21.15 | 21.72 | 22.16 | 22.52 | 23.01 | 23.44 | 23.82 | 24.19 | 24.76 | 25.15 | 25.45 | 26.01 |
| WWA | 2117 | EMT   | 46    | WA04-46    | 20.17 | 20.79 | 21.37 | 21.96 | 22.55 | 23.19 | 23.82 | 24.43 | 25.13 | 25.85 | 26.55 | 27.25 | 28.02 | 28.83 | 29.58 | 30.05 |
| WWA | 2188 | Health Care Guide (MA-R)                      | 6     | WA04-6     | 22.37 | 23.05 | 23.70 | 24.37 | 25.00 | 25.73 | 26.45 | 27.13 | 27.90 | 28.65 | 29.43 | 30.23 | 31.10 | 31.95 | 32.81 | 33.29 |
| WWA | 2189 | Health Care Guide (MA-C)                      | 18    | WA04-18    | 23.17 | 23.88 | 24.54 | 25.26 | 25.90 | 26.64 | 27.61 | 28.09 | 28.89 | 29.67 | 30.48 | 31.31 | 32.20 | 33.09 | 33.99 | 34.47 |
| WWA | 2123 | Health Unit Coordinator                       | 10    | WA04-10    | 20.06 | 20.52 | 20.99 | 21.47 | 21.93 | 22.44 | 22.96 | 23.46 | 24.00 | 24.52 | 25.08 | 25.64 | 26.22 | 26.82 | 27.44 | 27.87 |
| WWA | 2124 | Health Unit Coordinator / NB (12 hr schedule) | 10    | WA04-10    | 20.06 | 20.52 | 20.99 | 21.47 | 21.93 | 22.44 | 22.96 | 23.46 | 24.00 | 24.52 | 25.08 | 25.64 | 26.22 | 26.82 | 27.44 | 27.87 |
| WWA | 2128 | Logistics Coordinator                         | 32    | WA04-32    | 23.21 | 23.83 | 24.24 | 24.72 | 25.16 | 25.63 | 26.12 | 26.62 | 27.13 | 27.66 | 28.20 | 28.82 | 29.52 | 30.26 | 30.97 | 31.44 |
| WWA | 2129 | LPN   | 23    | WA04-23    | 24.18 | 24.84 | 25.56 | 26.24 | 26.97 | 27.67 | 28.50 | 29.27 | 30.07 | 30.94 | 31.74 | 32.64 | 33.53 | 34.45 | 35.43 | 35.99 |
| WWA | 2133 | LPN/NB (12 hr schedule)                       | 23    | WA04-23    | 24.18 | 24.84 | 25.56 | 26.24 | 26.97 | 27.67 | 28.50 | 29.27 | 30.07 | 30.94 | 31.74 | 32.64 | 33.53 | 34.45 | 35.43 | 35.99 |
| WWA | 2130 | LPN/Home/Hospice                              | 3     | WA04-3     | 25.80 | 26.43 | 27.17 | 27.87 | 28.59 | 29.31 | 30.09 | 30.91 | 31.70 | 32.54 | 33.37 | 34.25 | 35.17 | 36.06 | 37.05 | 37.59 |
| WWA | 2137 | Material Management Tech                      | 19    | WA04-19    | 19.96 | 20.57 | 21.09 | 21.66 | 22.17 | 22.74 | 23.30 | 23.91 | 24.46 | 25.10 | 25.76 | 26.39 | 27.02 | 27.72 | 28.41 | 28.83 |
| WWA | 2138 | Medical Assistant                             | 6     | WA04-6     | 22.37 | 23.05 | 23.70 | 24.37 | 25.00 | 25.73 | 26.45 | 27.13 | 27.90 | 28.65 | 29.43 | 30.23 | 31.10 | 31.95 | 32.81 | 33.29 |
| WWA | 2187 | Med. Asst-Registered                          | 5     | WA04-5     | 21.25 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| WWA | 2190 | MA Apprentice                                 | 13    | WA04-13    | 19.69 | 20.80 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| WWA | 2141 | Nursing Assistant                             | 8     | WA04-8     | 19.07 | 19.58 | 20.05 | 20.46 | 20.96 | 21.43 | 21.87 | 22.38 | 22.82 | 23.35 | 23.90 | 24.39 | 25.02 | 25.63 | 26.30 | 26.70 |
| WWA | 2145 | Operating Room Core Tech                      | 14    | WA04-14    | 18.57 | 19.13 | 19.65 | 20.11 | 20.61 | 21.11 | 21.68 | 22.24 | 22.77 | 23.34 | 23.95 | 24.51 | 25.16 | 25.80 | 26.46 | 26.83 |
| WWA | 2147 | Orthopedic Tech                               | 40    | WA04-40    | 22.90 | 23.58 | 24.24 | 24.82 | 25.44 | 26.07 | 26.72 | 27.38 | 28.09 | 28.77 | 29.50 | 30.24 | 30.99 | 31.79 | 32.57 | 33.08 |
| WWA | 2148 | Patient Care Tech                             | 9     | WA04-9     | 18.11 | 18.64 | 19.11 | 19.59 | 20.09 | 20.60 | 21.09 | 21.63 | 22.17 | 22.75 | 23.31 | 23.90 | 24.46 | 25.10 | 25.76 | 26.12 |
| WWA | 2149 | Patient Care Tech / OSC                       | 7     | WA04-7     | 18.11 | 18.64 | 19.11 | 19.59 | 20.09 | 20.60 | 21.09 | 21.63 | 22.17 | 22.75 | 23.31 | 23.90 | 24.46 | 25.10 | 25.76 | 26.12 |
| WWA | 2151 | Radiology Assistant                           | 31    | WA04-31    | 18.21 | 18.73 | 19.16 | 19.57 | 20.04 | 20.48 | 20.91 | 21.41 | 21.83 | 22.36 | 22.84 | 23.33 | 23.93 | 24.51 | 25.15 | 25.52 |
| WWA | 2155 | Social Services Assistant                     | 12    | WA04-12    | 24.50 | 25.16 | 25.87 | 26.55 | 27.26 | 28.02 | 28.80 | 29.54 | 30.38 | 31.19 | 32.06 | 32.99 | 33.75 | 34.56 | 35.45 | 35.94 |
| WWA | 2186 | Support Agent                                 | 49    | WA04-49    | 20.97 | 22.02 | 23.16 | 24.32 | 25.54 | 26.68 | 27.90 | 29.16 | 29.73 | 30.04 | 30.32 | 30.65 | 30.94 | 31.26 | 31.59 | 31.74 |
| WWA | 2157 | Surgical Tech                                 | 26    | WA04-26    | 26.18 | 26.93 | 27.57 | 28.23 | 28.94 | 29.68 | 30.35 | 31.12 | 31.86 | 32.66 | 33.42 | 34.20 | 35.08 | 36.02 | 37.14 | 37.67 |
| WWA | 2159 | Warehouse Worker                              | 11    | WA04-11    | 19.73 | 20.35 | 20.80 | 21.28 | 21.81 | 22.37 | 22.89 | 23.48 | 23.90 | 24.71 | 25.31 | 25.94 | 26.50 | 27.17 | 27.85 | 28.25 |
| WWA | 2161 | Warehouse Worker w/ Receiving Clerk premium   | 17    | WA04-17    | 19.73 | 20.35 | 20.80 | 21.28 | 21.81 | 22.37 | 22.89 | 23.48 | 23.90 | 24.71 | 25.31 | 25.94 | 26.50 | 27.17 | 27.85 | 28.25 |
| WWA | 2183 | Custodian_Travel Grp                          | 16    | WA04-16    | 17.32 | 17.84 | 18.25 | 18.64 | 19.03 | 19.48 | 19.88 | 20.35 | 20.81 | 21.26 | 21.72 | 22.25 | 22.78 | 23.35 | 23.91 | 24.26 |
| WWA | 2191 | Community Resource Specialist                 | 21    | WA04-21    | 27.22 | 28.04 | 28.89 | 29.75 | 30.64 | 31.56 |       |       |       |       |       |       |       |       |       |       |
| EWA | 2003 | LPN   | 23    | WA04-23    | 24.18 | 24.84 | 25.56 | 26.24 | 26.97 | 27.67 | 28.50 | 29.27 | 30.07 | 30.94 | 31.74 | 32.64 | 33.53 | 34.45 | 35.43 | 35.99 |
| EWA | 2001 | Medical Assistant                             | 6     | WA04-6     | 22.37 | 23.05 | 23.70 | 24.37 | 25.00 | 25.73 | 26.45 | 27.13 | 27.90 | 28.65 | 29.43 | 30.23 | 31.10 | 31.95 | 32.81 | 33.29 |
| EWA | 2000 | Courier                                       | 92    | WA04-92    | 15.78 | 16.10 | 16.41 | 16.75 | 17.06 | 17.45 | 17.75 | 18.16 | 18.51 | 18.88 | 19.24 | 19.66 | 20.04 | 20.45 |       |       |
| EWA | 2193 | Community Resource Specialist                 | 20    | WA04-20    | 27.22 | 28.04 | 28.89 | 29.75 | 30.64 | 31.56 |       |       |       |       |       |       |       |       |       |       |

The wage rates listed for the classifications above reflect a 2% increase over October 2021 wages.  
There is a two-year wait between steps 11-16.









**MA Apprenticeship Program Agreement  
Addendum  
Regarding KFHPWA MA Apprenticeship Program  
By and Between  
KFHPWA and SEIU Healthcare 1199NW Service Unit**

This addendum serves an update to the sections below to the original MA Apprenticeship Program Agreement that was originally signed on by Kim Sullivan, VP of Human Resources on March 12, 2019 and Diane Sosne, RN, President on March 14, 2019. The rest of the agreement will remain in effect.

**Supervisory Structure**

MA Apprentices will report to one Manager assigned at the local Clinic in which they are assigned.

While MA Apprentice Mentors will document and track completion of recognized competencies as determined by the JATC, they will not be responsible or liable for final sign off of competencies. Final sign off of competencies is a function of management.

Should an MA Apprentice Mentor be absent from work for any reason, Management shall be responsible for maintaining the MA Apprentice OJT training that time.

MA Apprentice Mentors will continue to report to their department/unit COM.

**Completion of Program**

Upon successful completion of the Apprenticeship Program, the MA Apprentice will convert to an MA-R or MA-I and transition into a vacant Medical Assistant position for which they are eligible. Every MA Apprentice who successfully completes the Apprenticeship Program will receive a permanent MA position at the Employer.

The MA Apprenticeship JLMC will review MA vacancies at least sixty (60) days prior to the completion of each cohort to identify available job openings, and survey apprentices regarding their geographic preferences. At least forty-five (45) days prior to the completion of the cohort, the Employer will freeze enough available job openings to ensure there are available positions for all MA Apprentices, with the intent of matching to their geographic preferences. The parties will meet at least ninety (90) days prior to the conclusion of the program to discuss staffing/job vacancies at the conclusion of the program. The intent of the meeting is for the employer to inform SEIU if there are any concerns with having enough vacancies to freeze for the current cohort of apprentices. If there are concerns, the parties will use the meeting to determine options to meet the commitment in this agreement to provide enough positions for all the apprentices.

**Staffing to Support MA Apprentice Mentors**

KFHPWA is committed to support Mentors in completing their assigned work. KFHPWA agrees to carve out time each week of no less than twenty (20) minutes per day, not to exceed forty (40) minutes per day, to be allocated for 1:1 mentoring for MA Apprentices by their assigned MA Apprentice Mentors. If the mentor is on vacation or sick leave, the supervisor/manager will be responsible for the support and

assignment of the apprentice. The apprentice will not lose pay due to the absence of their mentor. The mentor in consultation with the apprentice will coordinate a time to meet on a daily basis to satisfy the mentoring time commitment in this section., If there are barriers to the meetings taking place, then the mentor or apprentice shall bring it to the attention of the clinic manager for resolution.

**Signed: March 23, 2021**



Kerry Bollman (Mar 23, 2021 10:57 PDT)

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



Phoebe Rounds (Mar 24, 2021 11:34 PDT)

For the Union:  
Phoebe Rounds  
SEIU Program Manager

## SEIU Healthcare 1199NW Telecommuting Agreement

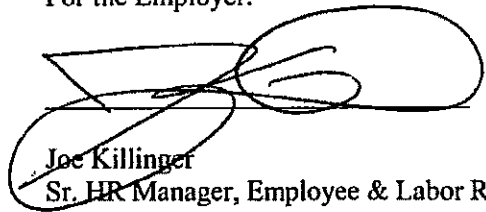
Kaiser Foundation Health Plan of Washington, Inc. (KFHPW) KFHPW and SEIU Healthcare 1199NW agree to provide telecommuting as an alternative work arrangement to staff employed at KFHPW. Under this agreement, there will be no change in how staff is compensated as a consequence of telecommuting. All regular 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.

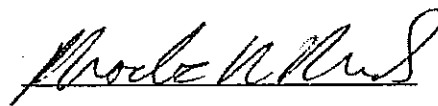
KFHPW management is ultimately accountable for the efficient and safe delivery of patient care, per Article 4 of the contracts between SEIU Healthcare 1199NW and KFHPW. It is agreed that the telecommuter will be expected to comply with the terms and conditions contained in the Telecommuting Agreement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

## SEIU Healthcare 1199NW Telecommuting Agreement

### 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

## SEIU Healthcare 1199NW Telecommuting Agreement

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

## SEIU Healthcare 1199NW Telecommuting Agreement

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

## SEIU Healthcare 1199NW Telecommuting Agreement

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



## SEIU Healthcare 1199NW Telecommuting Agreement

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 alternative to 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 remainder 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.

## SEIU Healthcare 1199NW Telecommuting Agreement

- 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.

## SEIU Healthcare 1199NW Telecommuting Agreement

- (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.

SEIU Healthcare 1199NW Telecommuting Agreement

- 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: \_\_\_\_\_

Addendum  
Community Resource Specialists  
Transition into the Service SEIU Healthcare 1199NW Agreement  
**By and Between**  
**KFHPWA and the SEIU Healthcare 1199NW**

Except as specified below, the entirety of the SEIU Service Collective Bargaining Agreement applies to the Community Resource Specialist (CRS) positions upon the date of ratification.

SEIU Healthcare 1199NW and Kaiser Foundation Health Plan of Washington (KFHPWA) agree to the following:

**Article 1 - Recognition**

CRS titles will remain unchanged and will be included along with the other classifications referenced in Article 1.

**Article 2.3 - Dues Deduction**

Dues deduction will be effective the first day of the pay period following 90-days from the date of ratification provided that the wage schedule has been implemented. If the wage schedule implementation dates need to be changed, the union dues will become effective at that time.

**Article 5.7 - Seniority**

Seniority dates for incumbent Community Resource Specialists are determined by the most recent date of hire into a regular position as a Community Resource Specialist with KFHPWA.

**Former Columbia Medical Associates (CMA) Employees**

Former CMA Employees will receive credit for years of service at CMA for the purposes of determining their vesting towards KFHPWA's retirement plan, retirement notice and service awards, and PTO accrual rates, as defined by article 10.4, of the Collective Bargaining Agreement.

**Article 5.13 - Work Unit**

Community Resource Specialists will have 8 distinct work units based on their geographical location. These 8 work units are defined as:

- Spokane - RFM, LWH, VRH, FCE, SRH
- Seattle - FHC, BLR, SLK, RVM, NGT
- Snohomish - EVM, SMK, LYM, NSH
- E. King - RED, FAC, BVU
- S. King - FED, KNT, BRN, RNT
- Tahoma - TAS, TAC, PLP
- Olympia - WOY, OLY
- Peninsula - SIL, GIG, PBO, PRT

**Article 7 – Overtime**

Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked beyond forty (40) hours in the normal work week, defined in section 7.2 Work Week.

By mutual agreement between the Employee and manager, Employees who stay past their scheduled shift may flex their schedules. They may do so by either leaving early or coming in later on another day

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during the same work week or extending lunch breaks in order to maintain their full FTE and will not incur daily overtime. Flexing schedules will not be unreasonably denied.

**Article 8 – Wages**

|                |                                     | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|----------------|-------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 8385           | Community Resource Specialist       | \$26.69       | \$27.49       | \$28.32       | \$29.17       | \$30.04       | \$30.94       |
| % Between Step |                                     | 3%            | 3%            | 3%            | 3%            | 3%            | 3%            |
| 8558           | Community Resource Specialist - TPT | \$29.36       | \$30.24       | \$31.15       | \$32.09       | \$33.04       | \$34.03       |

**Wage Schedule Implementation**

Current Community Resource Specialists will be placed on the wage scale closest to their current wage without any decrease in pay effective the first day of the pay period following (ninety) 90 days from the date of ratification. This new rate of pay will be effective the first day of the pay period following ratification.

KFHPWA agrees to provide a one-time retro payment, based on the new rate of pay. Retroactive Payments will occur after four (4) pay periods following the wage schedule implementation. If dates related to the implementation of the wage schedule change, KFHPWA will immediately notify SEIU and meet to discuss the circumstances.

**Across the Board Increase**

The across the board (ATB) increases as outlined in the National Agreement, will apply to this group beginning the first day of the pay period following October 1, 2022 less \$0.09 contribution for the Coalition LMP Trust.

**Temporary Staff (TPT)**

Community Resource Specialist TPT employees will receive 10% in addition to the base hourly rate in accordance with Article 8.10. Community Resource Specialists TPT employees will be eligible to receive step increments in accordance with Article 8.15.1.

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Transition into the Service SEIU Healthcare 1199NW Agreement  
**By and Between**  
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**Experience Audit**

Effective July 31, 2022 an experience audit will be conducted by KFHPWA. This is only applicable to staff employed at the time of ratification. Any changes to pay as a result of the experience audit will take effect the first of the pay period following August 31, 2022. KFHPWA reserves the right to determine what constitutes continuous and relevant experience based on the job duties as outlined in the job description and the final outcomes of the audit. Within one (1) month of the start of the audit, KFHPWA will meet with each employee to discuss the outcomes. The steps on the wage schedule will represent experience in the following manner:

- Employees with three (3) to five (5) years of continuous and relevant experience as of the date of ratification shall be given one (1) additional step.
- Employees with six (6) to eight (8) years of continuous and relevant experience as of the date of ratification shall be given two (2) additional steps.
- Employees with eight (8) for more years of continuous and relevant experience as of the date of ratification shall be given three (3) additional steps.

**Step Date**

Community Resource Specialists most recent date of regular hire will be used as the date (step date) employees advance a step on the wage schedule. Any advancement on the wage schedule will commence after January 1, 2022 on the employee's step date. Should a CRS have a step increase date prior to the date of the Wage Schedule Implementation, the employee will be granted the step increase upon implementation and be paid a one-time payment retroactive that employee's step date.

**New Staff Hire-In Rate**

New staff hired after the date of ratification will utilize the current Collective Bargaining Agreement formula for calculating credit for past continuous and relevant experience based on the job duties as outlined in the job description.

**Vacation and Holiday Scheduling**

Community Resources Specialists will utilize the following process for vacation and holiday period scheduling.

Time-off requests shall be made four (4) months in advance or as soon as possible. Time-off requests will be approved or denied by the supervisor at least two (2) weeks in advance of the requested time off or within four (4) weeks of the date on which the request is received by management, whichever comes first. For extenuating circumstances requests that are less than 2-weeks in advance, employees shall alert their manager to the time off request so that it can be evaluated as quickly as possible.

Community Resource Specialists will be responsible for finding their own coverage for time off.

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They will first seek coverage within their district. If coverage is still needed, they will seek coverage from outside of their district. Management will approve or deny based on the business need; requests will not be unreasonably denied. Should arranged coverage become unavailable after time off is approved, management will assign coverage on a rotational basis if staffing allows before canceling approved time off.

For the week before, during and after the holiday, management will evaluate all requests at the same time, no later than ten (10) weeks of advance of the holiday. Management will maintain a holiday period time off calendar to ensure adequate holiday coverage is available. Should the need arise for Community Resource Specialists to work on holidays, the parties will meet to bargain the effects of that change.

If issues arise with this practice, both parties reserve the right to revert to the time off Scheduling process defined in Article 10.6.1 Vacation Scheduling, 10.6.1.1 Vacation Posting Period, 10.6.1.2 Holiday Rotation and Vacation Requests, 10.6.2 Vacation Requests. The parties will engage in a process to bargain effects of this change.

**Article 13.7.8 - Comparable Vacancy/Position**

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

- 1) RFM, LWH, VRH, FCE, SRH
- 2) CAP, BAL, SLK, RVM, NGT, BRN
- 3) EVT, SMK, LYN NSH, RED
- 4) RED, FAC, BVU, RNT
- 5) FED, KEN, PLP, TAS, TAC
- 6) TAS, TAC, WOY, OLY
- 7) GIG, TAS, TAC
- 8) SIL, GIG, PBO, PRT

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**Benefits and Perquisites:**

Accrete into the Service Unit, Affiliated with SEIU Healthcare Local 1199NW 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



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**By and Between**  
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their existing benefits to the Core Medical Plan provided to the members of the SEIU Healthcare 1199NW Agreement. 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 in accordance with the SEIU Healthcare 1199NW Agreement. 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 SEIU Healthcare 1199NW Agreement.

**Retirement Benefits:**

The following provisions will become effective on the Implementation Date:

- Employees will receive a matching contribution into the KPWA 403(b) plan equal to one hundred percent (100%) of the first two and seven tenths' percent (2.7%) of their eligible earnings. Employees must defer three percent (3%) of their eligible earnings to receive the full 2.7% matching contribution.
- The Employer will provide a contribution of 6.3% of eligible compensation into the KPWA Defined Contribution plan.

**Retiree Medical Benefits:**

Through the Implementation Date, benefit eligible employees will maintain the existing non-represented, non-union retiree medical benefits as applicable. Eligible employees retiring on or after the Implementation Date will receive medical benefits in accordance with the SEIU Healthcare 1199NW agreement

**Time Off Benefits:**

On and after the Implementation Date, Paid Time Off accruals shall be governed by the terms of the SEIU Healthcare 1199NW Agreement.

On and after the Implementation Date, sick leave accruals shall be governed by the terms of the SEIU Healthcare 1199NW Agreement.

On the Implementation Date, employees will receive Holidays in accordance with the SEIU Healthcare 1199NW Agreement.

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On the Implementation Date, all qualified employees will be eligible for Education assistance in accordance with the SEIU Healthcare 1199NW Agreement.

**Signed and date this 10<sup>th</sup> day of November 2021.**

For the Employer:

Kerry Bollman

Kerry Bollman (Nov 10, 2021 14:55 PST)

Kerry Bollman  
Senior Employee and Labor Relations Consultant  
KFHPWA

For the Union:

Danielle Doyon McGovern

Danielle Doyon McGovern (Nov 10, 2021 14:48 PST)

Danielle Doyon McGovern  
Lead Organizer  
SEIU Healthcare 1199NW

## **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](mailto: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:**

**For SEIU 1199NW:**

Shauna Straight

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

Jake Horowitz

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

Date: Jan 20, 2022

Date: Jan 20, 2022

For OPEIU Local 8:

*LL*

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

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Date: Jan 20, 2022

For UFCW Local 21:

*Ralph W Stumbo Jr*

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

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Date: Jan 20, 2022

## KPWA Redeployment Guidelines

**Effective until Feb. 28, 2022 unless mutually agreed to extend with SEIU Healthcare 1199NW**

Please follow this guidance for redeploying SEIU-represented employees to meet critical care needs through Feb. 28, 2022:

### **Reminder: Seniority Rules**

- ✓ *When there are multiple volunteers within a job classification, grant to the employee with the highest seniority*
- ✓ *When there are no volunteers, assign by rotating inverse seniority (least senior) within the job classification by facility (not primary care vs. specialty – combined).*
- ✓ *For the purposes of mandatory redeployment, please refer to a seniority list by district.*
  - *We advise having one dedicated person (manager/admin) per district to manage the seniority roster for each district – ensuring rotating inverse seniority by job classification and to track when/where employees have been redeployed.*
  - *Employees should not be mandatorily redeployed if they have already volunteered for one (1) shift (in addition to their regular schedule for that week), and therefore would be skipped in the mandatory seniority rotation for that week.*

### **1. Exhaust All Resources**

- a. Float Pools, Travel Groups, TPTs
- b. Agency workers
- c. Adjust regular days off for employees under 1.0 FTE
- d. Look at other departments who may have capacity to consolidate operations
- e. Flex schedules for coverage as needed – use Standby or Callback language in CBAs as needed
- f. Licensure – any surplus positions that could work down in licensure (*could an LPN be called in to cover an MA shift, etc.*)

### **2. Seek Volunteers**

- a. For work assignments within home facility
- b. For work assignments within home district
  - i. Float premium per CBA
  - ii. Commute paid roundtrip
  - iii. Mileage reimbursed
- c. For work assignments outside of home district
  - i. Float premium per CBA
  - ii. Commute paid roundtrip
  - iii. Mileage reimbursed

### **3. Mandatory Redeployment**

- a. Redeployment within home facility
- b. Redeployment within home district
  - i. Float premium per CBA
  - ii. Commute paid roundtrip
  - iii. Mileage reimbursed
- c. Redeployment Outside of home district
  - i. Float premium per CBA
  - ii. Commute paid roundtrip
  - iii. Mileage reimbursed

**Note:** This document replaces any previous redeployment guidelines

## **INCENTIVE PREMIUM DETAILS**

### **Voluntary or Mandatory Redeployment to any facility outside of home location:**

- ✓ **Earn Float Premium**
  - Applicable float differential for each hour worked outside of home location (any employee who works outside of home location, not only those assigned to a designated travel group or float pool).
- ✓ **Pay for Commute Roundtrip**
  - Paid for commute time from home location to redeployed location
  - Also paid for travel if asked to move work facilities during shift (this time counts towards OT)
- ✓ **Mileage Reimbursement**
  - Paid in accordance with IRS guidelines

## **FLAT RATE SHIFT INCENTIVES**

### **Urgent Cares, Capitol Hill Inpatient Services Unit (CHIPS) & Ambulatory Surgery Centers (ASCs)**

*All Urgent Care locations: Capitol Hill, Bellevue, Tacoma, Olympia, Silverdale*

*All ASC locations: Capitol Hill, Bellevue, Tacoma*

### **Mandatory/Volunteer – employees who pick up additional shift(s) in an Urgent Care, CHIPS & ASC's (Surgery Centers):**

- ✓ **Paid at 1.5x hourly rate (if not already in OT)**
- ✓ **Flat rate lump sum by job classification & shift length (see table)**
- ✓ **Staff redeployed from a department listed above to the same department at another location, they receive both flat rate lump sum incentive and 1.5x pay, if applicable**

*Please note:*

- *Management should be mindful when sending new employees who are recently trained with less than 6 months' experience to ensure proper, sufficient training if floating there.*

|   | 4-hour       | 6-hour       | 8-hour       | 10-hour      | 12-hour      |
|---|--------------|--------------|--------------|--------------|--------------|
| <b>RN / ARNP</b>                          | <b>\$167</b> | <b>\$250</b> | <b>\$333</b> | <b>\$417</b> | <b>\$500</b> |
| <b>Surg Tech, Anes Tech, PCT, CS Tech</b> | <b>\$100</b> | <b>\$150</b> | <b>\$200</b> | <b>\$250</b> | <b>\$300</b> |
| <b>MA / LPN / HUC / ED Tech</b>           | <b>\$83</b>  | <b>\$125</b> | <b>\$167</b> | <b>\$208</b> | <b>\$250</b> |

Kaiser Foundation Health Plan of Washington

SEIU HEALTHCARE 1199NW

*Joe Killinger*

[Joe Killinger \(Jan 14, 2022 14:30 PST\)](#)

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Joe Killinger, Director, ELR

*Phoebe R Rounds*

[Phoebe R Rounds \(Jan 14, 2022 14:29 PST\)](#)

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Phoebe Rounds, Member Program Director

Jan 14, 2022

Date

Jan 14, 2022

Date



KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

AND

SEIU HEALTHCARE 1199NW

MEMORANDUM OF UNDERSTANDING (MOU) TO 2019-2023 CBA RE: URGENT CARE TRAVEL GROUP

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**Urgent Care Travel Group**

In order to address staffing gaps in critical patient care areas, the parties reached an agreement on May 23, 2022 to implement an Urgent Care Travel Group.

The Urgent Care Travel Group shall be implemented with two (2) geographic pods: **North & South:**

- **North Pod** is defined as Bellevue & Capitol Hill urgent care facilities
- **South Pod** is defined as Silverdale, Tacoma, and Olympia urgent care facilities

**Work Unit:** The North Service Area Urgent Care Travel Group is comprised of the Bellevue and Capitol Hill urgent care facilities and is considered a single work unit for the purpose of layoffs, vacation bidding and job postings. The South Service Area Urgent Care Travel Group is comprised of the Tacoma, Olympia, and Silverdale urgent care facilities, and is considered a single work unit for the purpose of layoffs, vacation bidding and job postings.

**Mileage:** Mileage reimbursement is subject to IRS guidelines and the addendum to the CBA signed by SEIU Healthcare 1199NW on May 8, 2018. That addendum was intended to supersede any current CBA language or addendums in defining employee's commute and reimbursable miles only.

**Commute Miles:** Commute miles are the round-trip distance from an employee's personal residence to their assigned work location. 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. Examples of how to calculate are in the May 8, 2018 addendum re: IRS Guidelines and Mileage Reimbursement, which references the *Business Expense Reporting and Reimbursement – Travel and Entertainment Expenses NATL.FIN.FSO.001* policy.

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

**Premium Pay:** All travel group caregivers will receive the following hourly premium for all hours worked:

**Service CBA (MAs, LPNs, HUCs): \$3.00 per hour**

**RN/ARNP CBA (RNs, ARNPs): \$3.50 per hour**

**FOR THE EMPLOYER**

*Shauna Straight*

[Shauna Straight \(Jun 22, 2022 12:24 PDT\)](#)

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Shauna Straight  
Manager, Employee & Labor Relations  
KFHPWA

Jun 22, 2022

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Date

**FOR THE UNION**

*Jane Hopkins*

[Jane Hopkins \(Jun 22, 2022 14:00 PDT\)](#)

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Jane Hopkins  
President  
SEIU Healthcare 1199NW

Jun 22, 2022

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Date

Kaiser Foundation Health Plan of Washington and SEIU Healthcare 1199NW

Settlement Terms of Grievance Pertaining to EVS Overtime Hours

The Parties hereby agree as follows:

1. The Employer agrees to change the current job title “Custodian” to “Environmental Services Technician” or “EVS Tech.” The effective date for implementation of this change is 01/01/2023.
2. The Employer will strive to fill all current vacancies for EVS Tech work with permanent employees.
3. The Employer and the Union are committed to establish an agreed-upon system for overtime rotation amongst EVS employees in the EVS Workgroup meeting following execution of this Agreement.
4. The Parties agree that at each EVS Workgroup meeting through the end of calendar year 2022, data regarding overtime hours worked by EVS Tech employees by worksite will be shared. The parties will continue to discuss additional measures to reduce unwanted overtime as needed.
5. The Parties agree that the Employer will train all EVS supervisors and managers on the following: any time an EVS employee is asked to work overtime hours, the manager or supervisor making the request will make the request as phrased below, according to the appropriate circumstance:
  - a. Additional Shift: When a supervisor asks an employee to pick up an additional shift that will result in overtime hours, the supervisor shall say:

“There is a shift to be covered available at [whatever day/time] but working the shift would be overtime work for you. If you are interested in working those overtime hours, you are welcome to do so, but if you are not, you need not do so and there will not be any negative repercussions.”
  - b. Additional Hours: When a supervisor asks an employee to pick up any additional hours that will result in overtime hours, the supervisor shall say:

“There are hours to be covered available at [whatever day/time] but working those hours would be overtime work for you. If you are interested in working those overtime hours, you are welcome to do so, but if you are not, you need not do so and there will not be any negative repercussions.”

If a supervisor assigns an EVS Tech work/areas in addition to their typical assignment, then the supervisor will engage with the EVS Tech about how to prioritize work for the shift. If the supervisor believes that by assigning additional work they are in fact offering additional hours that will result in overtime hours, they will use the script in 5(b).

6. No EVS Tech will be disciplined for not staying to work overtime, absent explicit communication from the supervisor that overtime is required, which would only happen in unusual circumstances after all the steps to prevent mandatory overtime per the regional process have been followed.
7. The Union agrees to withdraw their grievance with prejudice.

**Signatures:**

***Jane Hopkins, RN***

[Jane Hopkins, RN \(Aug 24, 2022 09:48 PDT\)](#)

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Jane Hopkins, President SEIU Healthcare 1199 NW

***Danielle Doyon McGovern***

[Danielle Doyon McGovern \(Aug 24, 2022 10:01 PDT\)](#)

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Danielle Doyon-McGovern, SEIU 1199 NW Lead Organizer

***Joe Killinger***

[Joe Killinger \(Aug 24, 2022 10:47 PDT\)](#)

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Joseph Killinger, KPWA Employee & Labor Relations Director

***Gretchen L Benzin***

[Gretchen L Benzin \(Aug 24, 2022 13:47 PDT\)](#)

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Gretchen Benzine, KPWA Executive Director, National Facilities Services

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

AND

OPEIU LOCAL 8

AND

SEIU HEALTHCARE 1199NW

MEMORANDUM OF UNDERSTANDING (MOU) RE: QUALIFIED BILINGUAL STAFF (QBS) PILOT

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In partnership, Kaiser Foundation Health Plan of Washington (KFHPWA), SEIU Healthcare 1199NW and OPEIU Local 8 reached an agreement on July 6, 2022 to implement a pilot Qualified Bilingual Staff (QBS) program at KPWA to be revisited with labor no later than two (2) years from launch date.

The agreement is to launch the QBS pilot program, which is an important EID initiative for KPWA, labor, employees and patients alike, at four (4) pilot sites which have been analyzed and assessed to take on the first language-concordant care teams comprised of a WPMG provider, RN, MA / LPN, and a PAR:

- Factoria Medical Center
- Rainier Medical Center
- Burien Medical Center
- Centralized Population Health Management (under Quality)

With the additional responsibility of being qualified by the vendor at Level 1 or 2 as bilingual in a specific language and using their bilingual skills with patients paneled in the same language, we agreed upon the following premiums:

- PAR
  - \$1.00 per hour
    - Level 1 qualified
- MA / LPN
  - \$1.50 per hour
    - Level 2 qualified
- RN
  - \$1.75 per hour
    - Level 2 qualified

The Level 1 and 2 are how KP's vendor, Language Line, qualifies staff for this work – at Level 1, it's conversational whereas Level 2 includes medical terminology. Employees will be hired into their jobs with a Qualified Bilingual Staff (QBS) addendum and will receive this hourly premium for all compensable hours. Language Line will be qualifying employees in the QBS program at KPWA for the following languages: Cantonese, Korean, Mandarin, Russian, Spanish, Tagalog and Vietnamese. Employees must complete the language line process successfully before they can be hired into the

position. Per local CBA transfer and job posting provisions, internal candidates will be given priority when filling these positions prior to new KPWA hires.

In the event that this QBS pilot at KPWA loses funding to operate for the duration of this pilot program, Unions and Management will meet to go through the appropriate process for layoffs as defined by the applicable CBA. Management's intent is to retain these employees. For OPEIU Local 8, the parties will follow the initiative process under Section 8.05.

**FOR THE EMPLOYER**



Shauna Straight (Nov 7, 2022 12:02 PST)

Shauna Straight  
Manager, Employee & Labor Relations  
KFHPWA

**FOR SEIU**



Jake Horowitz (Nov 7, 2022 13:11 PST)

Jake Horowitz  
Union Representative  
SEIU Healthcare 1199NW

**FOR OPEIU**



LESLIE LIDDLE (Nov 7, 2022 12:04 PST)

Leslie Liddle  
Union Representative  
OPEIU Local 8



jane hopkin s (Nov 14, 2022 08:39 PST)

Jane Hopkins  
President  
SEIU Healthcare 1199NW