

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

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

**Kaiser Permanente
Service Unit
2023-2027**



SEIUHealthcare®
United for Quality Care

Collective Bargaining Agreement

By and Between

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

And

SEIU Healthcare1199NW

Service Unit

November 8, 2023 – September 30, 2027

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KAISER FOUNDATION HEALTH PLAN of WASHINGTON, Inc. (KFHPWA)

And

SEIU Healthcare 1199NW

Service Unit

November 8, 2023 – September 30, 2027

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, department, assigned work location, employee ID number, address, personal phone numbers, personal email address, date of hire, hourly rate of pay, regular hours worked, current FTE level, and shift for each employee. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during the month.

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 Durational Temporary Part Time Employee (D-TPT). A D-TPT_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 six (6) calendar months, except when replacing a regular employee on an approved leave of absence. D-TPT_employees may be terminated without notice and without recourse to the grievance procedure for terminations. D-TPT_employees shall receive a fifteen percent (15%) premium in lieu of all fringe benefits.

D-TPT_employees, including on-call employees as defined in Article 5.4.1, 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. D-TPT_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. D-TPT 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.

5.4.1 Ongoing- Temporary Part Time Employee (O-TPT). An O-TPT Employee works on an intermittent basis without a regularly predetermined schedule and is assigned a specific shift. All terms and conditions of work in Article 5.4, Durational-Temporary Part Time Employees, shall apply to O-TPT employees, except that O-TPT employees’ length of service can exceed six (6) months.

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 KFHPWA 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.

5.14 Lead. A lead is an employee who is assigned lead responsibilities by the Employer but does not have supervisory authority as defined by the Labor Management Relations Act. Lead assignments may be temporary or ongoing. As agreed to by the Union and Employer, Lead Responsibilities & Requirements can be found in Exhibit A.

5.15 Preceptor. A preceptor is an employee who is assigned precepting responsibilities by the Employer. Preceptor assignments may be temporary or ongoing. As agreed to by the Union and Employer, Preceptor Responsibilities & Requirements can be found in Exhibit B.

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 (including pregnancy and childbirth), gender identity or expression, age, marital status, sexual orientation, military status or status as a veteran or the presence of physical or mental disabilities. Nor shall either party discriminate against any employee due to any reason covered by applicable federal, state or local law. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. The employer maintains policies that address harassment in the workplace. Commitment to a Harassment-Free Work Environment NATL.HR.005. When an employee reports an incident of harassment, the Employer will take all reasonable steps to ensure the safety of the employee during the investigation.

6.1.1 Language Protection. The Employer acknowledges that KFHPWA employees who speak languages other than English may wish to communicate in another language outside of performing their job duties, such as in casual conversations with coworkers or while engaged in personal matters. Harassment of employees engaging in these casual conversations will not be tolerated.

6.2 Job Postings. When a vacancy occurs, notice of such vacancy shall be posted by work email (or an alternative appropriate means for that unit mutually agreed to by the Employer and the Union) on-unit for seventy-two (72) hours. Qualified regular employees on the unit will be considered for hire prior to all other applicants. Among qualified on-unit applicants, seniority will be the determining factor when competence, skill and ability are equal. After the on-unit posting process is complete, the vacancy will be posted on-line at www.kaiserpermanentejobs for a minimum of seventy-two (72) hours, excluding holidays and weekends. Seniority will be the determining factor when competence, skill and ability are equal.

Staff and management on the work unit are responsible for developing a mutually agreeable notification process other than work email. The employer must notify the union and the union must consent to the alternative notification process.

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

- Level 3 & 4 – twelve (12) months

Level 1 and 2 documents shall not be included when evaluating and selecting applicants for lateral transfers and/or promotions.

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 utilize the Issue Resolution and Corrective Action process, to include the concept of progressive discipline, for poor work performance, formal reprimands and suspensions. Copies of related documents and action plans 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 corrective action plans. 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. Unless declined by the employee, a copy of the corrective action will be sent to the Union. The Employee shall have the right to request the attendance of a Union Representative during any investigatory or joint discovery meeting and may request the assistance of an interpreter. Management will make a good faith effort to notify employees of the right to a representative and an interpreter.

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 by Thursday.

6.9.1 Underpayment. If an employee notices an underpayment of wages, they may notify the employer to request an off-cycle payment through the KP Time approval process with their direct manager. The employer shall issue a supplemental payment to make the employee whole within three business days that a payroll error has been confirmed by national payroll, if an off-cycle check is requested. If the Employer cannot refund the repayment within three business days, the employee will be informed in writing with an explanation.

6.9.2 Overpayment. Per WAC 296.126.030, in the event of an overpayment made to an employee, KFHPWA shall notify the employee within ninety (90) days and shall provide a complete, revised pay statement clearly indicating where the overpayment occurred. KFHPWA shall further provide numerous repayment options. The Employer will follow state law as it relates to overpayments.

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.

6.13.1 Floating for non-designated employees outside of the assigned work facility. It is the Employer's intent to utilize designated Travel Group or Float Pool employees prior to offering voluntary floating to employees who are not designated specifically as Travel Group or Float Pool employees. Floating outside of the assigned facility for the shift of regular, temporary, and probationary employees who are not specifically designated to a Travel Group or Float Pool, will be on a voluntary basis only. If employees who are not designated specifically to a Travel Group or Float Pool volunteer to go to a facility other than where they are assigned, they will be paid the appropriate float premium and mileage reimbursement.

6.13.2 Designated Float Pool or Travel Group Employees.

Work Unit: Unless otherwise specified in the CBA, the work units for staff designated to a Float Pool or Travel Group for the purpose of layoffs, job postings and vacation bidding will be defined as the geographic pod in which they are assigned.

Mileage: Mileage reimbursement is subject to IRS guidelines laid out in 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 the Employer and aligns with the geographic pod in which they are assigned. The employee's assigned work location does not change, regardless if an employee works in 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.

6.13.3 Float Pool or Travel Group Premium Day One. Employees who are regularly assigned to a designated float pool or travel group will receive the appropriate Float Pool or Travel Group premium per hour for all hours worked starting on their date of hire into a designated Float Pool or Travel Group

6.13.4 Pods.

6.13.4.1 Primary Care Travel Group. The Primary Care Travel Group is comprised of Medical Assistants (MAs), Licensed Practical Nurses (LPNs) and Staff Nurses (RNs) who travel to medical centers within their designated pod in the North or South work units. The North Primary Care Travel Group is comprised of the East King, Seattle, South King, and Snohomish pods and is considered a single work unit for the purpose of layoffs, vacation bidding, and job postings. The South Primary Care Travel Group is comprised of the Peninsula, Tahoma, Olympia pods and is considered a single work unit for the purpose of layoffs, vacation bidding, and job postings. The Eastern Washington pod is considered a single work unit for the purpose of layoffs, vacation bidding, and job posting.

Primary Care Travel Group Pods:

- **North Pods:**
 - **East King:** Bellevue, Factoria, Redmond, (Home base: Bellevue)
 - **Seattle:** Capitol Hill, Rainier, Northgate, South Lake Union, Ballard (Home base: Capitol Hill)
 - **Snohomish:** Everett, Lynnwood, Northshore, Smokey Point (Home base: Everett)
 - **South King:** Federal Way, Burien, Renton, Kent (Home base: Burien)
- **South Pods:**
 - **Peninsula:** Port Orchard, Silverdale, Poulsbo, Gig Harbor (Home base: Silverdale)
 - **Tahoma:** Tacoma Medical Center, Steele Street, Puyallup (Home base: Tacoma)
 - **Olympia:** Olympia, West Olympia (Home base: Olympia)
- **Eastern WA Pod:**
 - **EWA:** Riverfront, Lidgerwood, Veradale, Kendall Yards, South Hill (Home Base: Riverfront)

6.13.4.2 Specialty Float Pool

The Specialty Float Pool is comprised of Medical Assistants (MAs), Licensed Practical Nurses (LPNs) and Staff Nurses (RNs), who are expected to be trained in Specialty departments who float within their designated single facility (larger specialty centers) or pod (group of smaller medical centers as listed below). Each Specialty Pod is considered a single work unit for the purpose of layoffs, vacation bidding, and job postings.

Specialty Pods:

- **Bellevue**
- **Capitol Hill**
- **Tacoma**
- **Olympia**
- **Everett & Lynnwood** (Home Base: Everett)
- **Burien, Federal Way & Renton** (Home Base: Federal Way)
- **Silverdale & Port Orchard** (Home Base: Silverdale)
- **Eastern Washington** (Home Base: Riverfront)

16.13.4.3 Urgent Care Travel Group

The Urgent Care Travel Group was bargained and amended to the CBA in May 2022 to address staffing gaps in our advanced Urgent Care facilities. The North 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 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.

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 (Home Base: Capitol Hill)
- **South Pod** is defined as Silverdale, Tacoma & Olympia urgent care facilities (Home Base: Tacoma)

16.13.4.4 Occupational Health Float Pool

Occupational Health staff are hired within a designated pod in one or more location at which they have a regular schedule and FTE. The Occupational Health Float Pool is comprised of Staff Nurses (RNs), Licensed Practice Nurses (LPNs) and Medical Assistants (MAs). 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 Health sites.

For Pod information refer to the 2023 Collective Bargaining MOU section at the end of the contract.

When Occupational Health staff work outside their assigned geographic pod, they shall be paid the float premium which corresponds to their job classification.

16.13.4.5 Environmental Services Travel Group

The Environmental Services Travel Group is comprised of four (4) geographic pods: North Pod 1, North Pod 2, South Pod 3, South Pod 4 defined as follows:

EVS Travel Pods:

- **North Pod 1:** Lynnwood, Northgate, Capitol Hill, Smokey Point, Northshore, Ballard, South Lake Union (Home Base: Capitol Hill)
- **North Pod 2:** Bellevue, Factoria, Rainier, Renton, Burien (Home Base: Bellevue)
- **South Pod 3:** Tacoma, Steele Street, Puyallup, Olympia, West Olympia, Federal Way, Kent (Home Base: Tacoma)
- **South Pod 4:** Silverdale, Poulsbo, Port Orchard, Gig Harbor (Home Base: Silverdale)

These pods are considered a single work unit for the purpose of layoffs, vacation bidding, and job posting. For purposes of layoffs, each pod as described above will define geographic comparability. 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.

16.13.4.6 Materials Management Travel Group

The Materials Management Travel Group is comprised of four (4) geographic pods: North Pod 1, North Pod 2, South Pod 3, South Pod 4 defined as follows:

Materials Management Travel Pods:

- **North Pod 1:** Everett, Smokey Point, Lynnwood, Northgate, Capitol Hill, Northshore (Home base: Northgate)
- **North Pod 2:** Bellevue, Redmond, Factoria, Renton, Burien, Rainier, Renton Admin Campus (Home base: AOC Renton Admin Campus)
- **South Pod 3:** Tacoma Medical Center, Steele Street, Federal Way, Kent, Puyallup (Home base: Tacoma)
- **South Pod 4:** Olympia, Silverdale, Poulsbo, Port Orchard (Home Base: Olympia)

These pods are considered a single work unit for the purpose of layoffs, vacation bidding, and job posting. For purposes of layoffs, each pod as described above will define geographic comparability. 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.

16.13.4.7 Perioperative Services Float Pool Pilot

Starting January 1, 2024, the parties shall meet to jointly develop a Perioperative Float Pool Pilot, to include defining pods, work units, roles and scope. The pilot will include Staff Nurses (RNs), Endo Techs, Surgical Techs, Anesthesia Techs, Patient Care Techs (PCTs), Central Sterilizing (CS) Techs, and Health Unit Coordinators (HUCs). Other conditions of work for the pilot shall be consistent with those of other float pool/travel group employees that are negotiated in this Agreement. Launch of the pilot would be dependent on reaching mutual agreement around the details outlined above.

The parties agree that the float pool is not intended to replace the permanent regular non-float FTEs for all job classes listed above already allotted and will be additive on top of the current number of non-float FTEs.

The Perioperative Services Float Pool Pilot's purpose is to improve staffing across the perioperative service line. This covers the job classifications outlined above within the Surgery Centers (ORs) and Shared Procedure Units (SPU).

Periop Float Pool Pods:

- Capitol Hill (Seattle) & Bellevue (Home Base: Capitol Hill)
- Bellevue & Tacoma (Home Base: Bellevue)
- Tacoma & Capitol Hill (Seattle) (Home Base: Tacoma)

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 (EVS Tech) 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. Any recurring employee schedule that includes one or more shifts shorter than eight (8) hours of work is an alternative work schedule, such that the conditions of Article 7.3 shall apply.

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. For employees who have a regular schedule working every other weekend, the "third weekend" one and a half (1 ½) times pay shall apply to hours worked on an employee's regularly scheduled weekend off, so that if an employee works three weekends in a row, the employee receives straight time pay for the weekend hours on their "regular" weekends and one and a half (1 ½) times pay for the weekend hours they pick up on their "off" weekend. For employees who do not have a regular schedule working every other weekend, it is the third consecutive weekend or third weekend in the month when the one and a half (1 ½) times pay will occur.

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 7.7.1)
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 7.7, 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.

7.8.1 Extra Shifts: Vacant shifts known at the time the schedule is posted will be made available as extra shifts and shall be posted by work email (or by the most appropriate means for that unit mutually agreed to by the Employer and the Union) on-unit for seventy-two 72 hours, unless the situation requires immediate shift coverage and will be filled based on seniority. Shifts that become vacant after the schedule has been posted will be made available as extra shifts, and posted using the process described above, on-unit for 24 hours and filled based on seniority.

After the on-unit process, extra shifts will be posted outside of the unit for 24 hours and filled on a first come first serve basis. Employees not in overtime status will be prioritized. If overtime is approved, a rotation process will be utilized starting with the most senior employee to award extra shifts with overtime.

Staff and management on the work unit are responsible for developing a mutually agreeable notification process other than work email. The union must be notified and consent to the alternative notification process.

For temporary clinics (such as vaccines, testing, etc.), all employees will have access to EZCall for the purpose of being able to view and sign up for shifts.

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 Coalition National Agreement.

Market Adjustments.

Effective the first full pay period following November 1, 2023, in addition to the Year 1 (October 1, 2023) Coalition National Agreement ATB, KFHPWA will provide a thirteen percent (13%) market adjustment in the first year to the Orthopedic Tech classification.

Effective the first full pay period following November 1, 2023, in addition to the Year 1 (October 1, 2023) Coalition National Agreement ATB, KFHPWA will provide a nine percent (9%) market adjustment in the first year to the following classifications:

- Anesthesia Tech
- Central Service Tech I
- Central Service Tech II
- EMT
- LPN
- Material Management Tech
- Patient Care Tech
- Surgical Tech

For all other classifications, effective the first full pay period following November 1, 2023, in addition to the Year 1 (October 1, 2023) Coalition National ATB, KFHPWA will provide a six percent (6%) market adjustment in the first year.

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 \$2.00 per hour in addition to the regular hourly rate.
 - Shift 3 differential for their entire shift only when three and one-half (3 1/2) or more of their hours worked are in the Shift 3 zone (11p-7a). Shift 3 differential is \$2.75 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 \$2.00 per hour in addition to the regular hourly rate.

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

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

- Any hours worked in the Shift 2 zone (3p-11p) shall receive Shift 2 differential of \$2.00 per hour in addition to the regular hourly rate.
- Any hours worked in the Shift 3 zone (11p-7a) shall receive Shift 3 differential of \$2.75 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 D-TPT and O-TPT . D-TPT and O-TPT employees shall not receive fringe benefits 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 two dollars (\$2.00) per hour in addition to the contract rate of pay provided for the classifications in the wage schedule.

8.12 Preceptor. 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 two dollars (\$2.00) 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 Hire-In Rates. Employees hired during the term of this agreement shall be given full credit for continuous recent experience when placed on the wage scale. For purposes of this section, continuous recent experience shall be defined as comparable experience performing the essential duties of the employee's newly hired position. It shall remain the prerogative of the Employer to establish at what step in the schedule to place new hired employees in all other circumstances.

8.18 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 premium: \$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.

EVS Techs: EVS Techs 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.

Telemetry premium: \$1.00 per hour

8.18.1 Approved Certifications. A list of approved certifications will be developed by the Service Joint Labor Management Committee and posted online through the Employer's website. The JLMC will review the certification list annually and update the list by mutual agreement. The certification premium will be paid at the rate of one dollar (\$1.00) per hour on a straight time basis, even if the hours worked are deemed overtime.

The employee is eligible for only one (1) certification premium, regardless of other certifications the employee may have. Certifications required for the job are not eligible for certification pay. The Employer will determine if the certification qualifies for the area in which the employee works. Certified employees will notify their manager in writing at the time of certification/recertification and provide evidence of certification/recertification when received. Certification pay will be effective the next full pay period after the manager receives the dated documentation. Certification pay will cease if renewal documents are not received by the established timeline.

8.19 Float Pool Premium. Employees who are regularly assigned to a designated float pool and who float on a daily basis between medical centers and specialties will receive three dollars (\$3.00) per hour premium.

8.20 Targeted Location Premium: Effective the first full pay period following November 1, 2023, regular employees who are regularly assigned to work onsite at the Capitol Hill Campus or Bellevue Medical Center will receive two dollars (\$2.00) per hour premium. Excludes staff picking up shifts, temporary staff or others intermittently working at these locations.

8.21 Acute Care Premium: Effective the first full pay period following November 1, 2023, regular employees who are regularly assigned to work in Urgent Cares, Periop/Surgical Services and Capitol Hill In-patient Services (CHIPS) will receive two dollars (\$2.00) per hour premium. Excludes staff picking up shifts, temporary staff or others intermittently working at these locations. This premium applies to the following classifications:

- Anesthesia Tech
- Central Service Tech I
- Central Service Tech II
- Emergency Services Tech
- EVS Tech
- Health Unit Coordinator
- LPN
- Medical Assistant
- Patient Care Tech
- Surgical Tech

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. When an actual holiday and observed holiday are two different dates, then employees would receive holiday premium pay (1.5 times) for both the observed and actual holiday as per Article 9.3, Holiday "Premium" Pay. If an employee worked both the actual and observed holiday they will receive Holiday "Regular" pay for only the actual holiday, but they shall receive Holiday "Premium" pay (1.5X) for both days.

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.

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.

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

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 (3rd) eight (8)-hour day. Two (2) weeks later, the employee has another asthma attack or a different illness or qualifying family illness that requires an absence of another three (3) days. Because this is a different occurrence, the employee will use another sixteen (16) consecutive PTO hours, and available EIB hours will be used beginning on the third (3rd) day.

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

1. **Occupational Injury** – 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
- Parent
- Step-parent

- Parent of spouse/domestic partner (parent-in-law)
- Parent in-law of spouse/domestic partner
- Children
- Children, adopted
- Children of spouse/domestic partner
- Children in-law
- Children in-law of spouse/domestic partner
- Sibling
- Sibling in-law
- Sibling in-law of spouse/domestic partner
- Grandparent
- Grandparent of spouse/domestic partner
- Grandchildren
- Grandchildren of spouse/domestic partner.

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

11.8 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. Rebids in the Specialty work unit will be done within the department 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:

- a. 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;

- b. 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, South Lake Union
 - 3) 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, 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
 - 17) Remote positions (working from home 100% of the time and in perpetuity) will be considered geographically comparable if the available position is also remote. Remote positions will also be considered geographically comparable to those similar geographic locations above (1-16) that encompass the same zip code as the residence of the employee. For those without a matching zip code to the similar geographic locations above (1-16), they would align to the nearest similar geographic location above (1-16). In no circumstance would a position be considered comparable under similar geographic location if the distance between the staff member’s home address and the nearest geographic location that is 20 miles or greater.

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) 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 Environmental Services Committee (EVS Committee). The EVS committee will replace the existing EVS workgroup.

Structure. The parties will convene an Environmental Services (EVS) Committee made up of EVS techs, union representatives and EVS management. The

committee will not exceed twelve (12) participants, including six (6) from labor and six (6) from management. HR representatives may participate at the employer's discretion. At least one EVS management representative must be a KFHPWA employee with oversight of the department. Union representatives will be chosen by the Union. Members of this subcommittee shall be compensated for attendance at committee meetings at their appropriate rates of pay. This committee shall convene on a bi-monthly basis for the duration of the collective bargaining agreement, however the parties can agree to meet on a more frequent basis as needed.

Purpose. The parties recognize that environmental services work spans across the entire organization and plays an essential role in patient throughput, patient and caregiver satisfaction, and infection control. The parties agree that the Environmental Services (EVS) Committee will convene to discuss topics pertinent to EVS work. The parties will develop a shared understanding about EVS challenges and opportunities.

Within ninety (90) days of ratification, the Employer shall meet with the union in the EVS Committee to partner to discuss pertinent topics including, but not limited to the following:

1. Consistent terminology, definitions and expectations for work assignments at all locations
2. EVS staffing
3. Joint process for escalating assignment and staffing concerns
4. Workplace safety

Breakrooms. EVS staff will be welcome in any break room, assuming it does not extend the period of their break, and will have access to water, restrooms, refrigerators, and any other resources available to staff who use a given breakroom.

14.4 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.

14.5 JLMCs Transition. At the conclusion of the implementation of Unit-Based Teams (UBTs) the following Labor/Management Committees will be discontinued:

- The Spokane Relations and Communication Committee
- Members from Spokane may join the bargaining unit JLMCs (RN, SWEA, Service). Each BU committee will add one (1) EWA position.

The following Labor/Management Committees will remain in place for the duration of the agreement:

- Service JLMC
- Steering Committee
- MA Apprenticeship Committee
- EID Committee
- Environmental Services (EVS) Committee
- Local Attendance Committee
- Benefits Committee

Current target to implement all UBTs is December 31, 2024.

ARTICLE 15 – EQUITY, INCLUSION AND DIVERSITY (EID)

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, transphobia/homophobia, bias, and harassment will not be tolerated. It is the interest of both parties, upon encountering substantiated instances of racism, discrimination, transphobia/homophobia, 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 (EID) Workforce Committee

The parties will reconvene the Joint Labor Management Equity, Inclusion and Diversity Workforce Committee. The committee is tri-chaired by Labor, WPMG (at their discretion) and KFHPWA. The committee may include regional representatives from labor, WPMG, operations leaders, staff business resource groups, etc., inclusive of marginalized communities. The charter for the committee includes jointly agreed upon objectives, scope, participants, quorum, meeting cadency and more, and any updates will be made jointly. 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. The work of the committee will align and support national and organizational EID strategies and initiatives. The committee will engage in a labor management change process to promote leadership discussion, awareness and improvement that encompasses an ongoing work plan.

The committee will continue the 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. This committee will meet every other month. Like other LMP committees, this committee will continue unless the parties mutually agree to sunset it.

The parties will utilize jointly selected independent facilitators. All time for the committee will be paid time. The parties will seek funding from the LMP budget for committee work including facilitation and workshops. Any mutually agreed upon costs that are not covered

in the LMP budget will be paid by the Employer.

Workplans. The committee will discuss, analyze and evaluate the work conducted during the prior year, to prepare a workplan within three months of ratification. The group will present about their individual organizational work on EID and Racial Justice, including *Belong@KP*, identify goals for the next years' work to inform the workplan for the next year and make any changes to the process or workplan as needed and identified by the committee. In addition, the committee will develop an overall workplan that may ~~will~~ include the workshops needed for the committee and specific topic areas for the group to discuss. Topics may include, but are not limited to concerns related to discrimination, harassment including sexual harassment, bias and/or prejudice, as well as a review of the employer's policies and practices that pertain to discrimination, harassment, equity and inclusion, racism, and overlapping identities or intersectionality. The parties will develop their workplans to incorporate the individual needs of each organization to find common ground and shared goals. The workplan will align and support National and organizational EID strategy and initiatives. The committee will develop processes for capturing and analyzing mutually agreed upon pertinent data. The employer will provide jointly agreed to data to the committee. The committee may also incorporate into its work analyzing situations that have occurred in the workplace.

1. **Workshops:** as part of the workplan the parties will mutually agree on workshops to support the goals of the parties. In the first year workshops may be the People's Institute Northwest's Undoing Racism workshop and *Belong@KP* Part 2. There will be at least 2 workshops each year unless the parties mutually agreed to more.
2. **Facilitation:** In the first two years, mutually agreed upon facilitation support will be provided for bi-monthly meetings for the EID Workforce Committee to advance their work on the above goals and to work towards constructive and proactive planning, and support self-facilitation For subsequent years, the parties will convene to determine if further facilitation is needed.
3. **Individual and joint monthly planning, strategy, and preparation meetings** for the parties will be led by the tri-chairs. They may seek other feedback from relevant parties for these discussions.

Commitment to No Retaliation

There will be no retaliation for speaking out about discrimination concerns. In a circumstance where an individual or group of individuals have a specific allegation of discrimination, a delegate will be provided upon request.

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.

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.

Religious accommodation

When a request for religious accommodation is made, KP will engage in the interactive process with the individual to determine if the individual can be reasonably

accommodated. The interactive process is a dialogue between the individual and the KP representative (e.g., manager, recruiter, HR Consultant, or Employee Relations and Labor Relations Consultant) to clarify the individual's needs and identify the appropriate reasonable accommodation.

Bathroom Equity

The Employer will ensure employees have safe access to restrooms of their choosing in all work locations. The location of gender-neutral bathrooms will be broadly communicated and identified by signage as they become available.

Transgender & Non-Binary Employees

The Employer will support the gender identity and expression of employees, including by:

- Ensuring employees have safe access to restrooms and changing of their choosing.
- The employer will respect name changes. Where permissible, employees will be allowed to use a chosen name (known as "preferred name" in HR systems) without proof of a legal name change. HR will work with the employee to make the applicable changes. The Employer will also change gender designation without proof of a legal gender change upon request of the employee or physician in KP's HR systems. The Employer is required by law under certain circumstances to require a legal name change before an employee can use a preferred name. Examples may include HR and payroll, retirement/pension accounts, and licensing and certification requirements.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.1 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.

16.2 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.

16.3 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.

16.4 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 17 - GRIEVANCE PROCEDURE

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

Step I: Immediate Supervisor or Department Head.

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

Step II: Next Level of Supervision.

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

Step III: Labor Relations.

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

Grievance Mediation.

The parties may by mutual agreement use grievance mediation of contractual disputes prior to arbitration at Step IV upon mutually agreed upon terms. The fees of the mediator shall be divided equally between the parties.

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 18 - 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 19 - GENERAL PROVISIONS

19.1 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.

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

19.3 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.

19.4 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 20 - TERM OF AGREEMENT

This Agreement shall be effective November 8, 2023 and shall continue in full force and effect through September 30, 2027 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 21 – SUCCESSOR

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of March, 2024.

**KAISER FOUNDATION HEALTH PLAN
of WASHINGTON**

Jocelynnne McAdory
Jocelynnne McAdory (Mar 26, 2024 16:33 PDT)

Jocelynnne McAdory
Vice President, Human Resources

Joe Killinger
Joe Killinger (Mar 18, 2024 15:19 PDT)

Joseph R. Killinger
Director, Employee & Labor Relations

SEIU HEALTHCARE 1199NW

Jane Hopkins
Jane Hopkins (Apr 8, 2024 15:23 PDT)

Jane Hopkins
President

Robin Wyss
Robin Wyss (Mar 28, 2024 08:45 PDT)

Robin Wyss
Executive Vice President

SEIU HEALTHCARE 1199NW MEMBERS



Danielle Doyon McGovern
Lead Organizer, SEIU Healthcare 1199NW



Alanna Martin
Social Worker, Social Services, Capitol Hill



Alesha Hodge
Medical Assistant, Primary Care, Riverfront

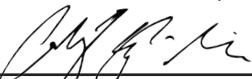


Alfred Marron
Anesthesia Tech, Day Surgery- Pre/Post-Op, Capitol Hill



Alice Ambrose
Medical Assistant, OB, Capitol Hill

Amber Judd,
Medical Assistant, Primary Care, Kendall Yards



Arleigh Champ-Gibson
Spiritual Counselor, Hospice, South Region



Atalanta Pierre-Lewis
RN, Primary Care, Northgate



Carrie Burke
Medical Assistant, Primary Care, Silverdale



Cathy Jessup
PT, Physical Therapy, Burien



Christine Muña
EVS Tech, Environmental Services, Capitol Hill



Dana Brandt
ARNP, Cardiology, Capitol Hill



Danna Burnett
Medical Assistant, Primary Care, Port Orchard



Emily Collins
RN, Day Surgery, Bellevue



Genevieve Green
Community Resource Specialist, Social Services,
Kendall Yards



Gwendolyn Darks
Liaison RN, Discharge Planning



Jamie Vanden Bos
Medical Assistant, Primary Care, Silverdale,
Contract Specialist



Jessica Wolfe
RN, Day Surgery- Recovery Room, Capitol Hill



John Hall
Social Worker, Social Services, Bellevue



John Maisano-Torres
PT, Physical Therapy, Capitol Hill

Joshua York
Ortho Tech, Orthopedics, Bellevue

Joy Gilson
LPN, Home Health, South Region



Justin Kaffka
HUC, Day Surgery- Recovery Room, Capitol Hill



Katie Roman
Medical Assistant, Urgent Care, Riverfront

SEIU HEALTHCARE 1199NW MEMBERS



Kirsti Marsden
Medical Assistant, THMC



Laura Kilberg
RN, Urgent Care, Silverdale



Laura Taylor
Medical Assistant, Neurology, Steele St



Laura Texera
Mental Health Access Coordinator, MHAC



Leslie Cohn
ARNP, Primary Care, Northgate
Contract Specialist



Lola Gibbs
RN, CHIPS, Capitol Hill

Lori Robertson
OT, Occupational Therapy, Home Health



Madison Overton
Visiting RN, Hospice



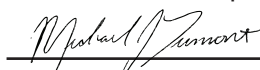
Makereta "Maggie" Vulaono
Medical Assistant, Primary Care, Capitol Hill



Marica Lloyd
Medical Assistant, Sports Medicine, Everett



Marie Neumayer
Medical Assistant, Primary Care, Spokane
Union Partnership Representative



Mike Dumont
MLT, Mental Health & Wellness, Tacoma



Nancy Wittman
RN, Consulting Nurse Services



Randy Steinhaus
MSW, Social Services, Rainier

Richard Ronquillo
Surgical Tech, Day Surgery, Tacoma



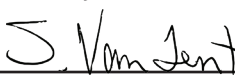
Carene "Rocky" Wilson
Ortho Tech, Orthopedics, Silverdale



Russell Campbell
EVS Tech, Environmental Services, Olympia



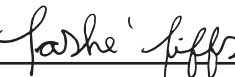
Sarah Pierani
RN, Injection Room, Port Orchard



Sheri Van Tent
SPD Tech, Sterile Processing, Bellevue



Tanya Ortigoza
LPN, Primary Care, Lynnwood



Tashe Tibbs
EVS Tech, Environmental Services travel Group,
Kitsap



Teri Murray
Liaison RN, Care Management
Union Partnership Representative



Theresa Lewis
Medical Assistant, GI, Bellevue



Tim Ma
PT, Physical Therapy, Bellevue
Union Partnership Representative

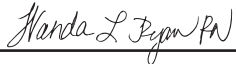
SEIU HEALTHCARE 1199NW MEMBERS



Tony Rodriguez
RN, Urgent Care, Bellevue



Tupi Maestas
RN, Interventional Radiology, Capitol Hill



Wanda Ryan
RN, Primary Care, Federal Way



Wendy Rychwalski
ARNP, Primary Care, Northgate

ARTICLE 22 – 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 KFHPWA.
- V. Provisions of the KFHPWA/SEIU Healthcare 1199NW Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the employees working the 9/40 staffing pattern. The provisions of this addendum shall be subject to renegotiation simultaneous with the KFHPWA/SEIU Healthcare 1199NW negotiations.

10/40 ALTERNATIVE STAFFING 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.

MA APPRENTICESHIP PROGRAM

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.

Consistent with the Parties' commitment to non-discrimination, it is further acknowledged that the diversity of KFHPWA patients will be best served by a comparably diverse pool of MA apprentices. As such, KFHPWA will continually strive to maintain a broad pool of applicants, reflecting a diversity of experience, perspective and racial/cultural backgrounds. Efforts to achieve this may include job postings and recruitment in languages other than English, diverse communities, and as-yet unexplored media outlets. KFHPWA will also seek support in recruitment from community organizations aimed at assisting employers with diversifying their pool of applicants and will partner with the union on recruitment efforts.

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

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 for 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.

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.

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 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 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.

Supervision 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 thirty (30) 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.

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 region, however first priority will be given to Apprentices who apply within their current geographic region. 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,
- Eastside: Bellevue, Redmond, Factoria
- South King: Renton, Renton Admin, Kent, Federal Way, Burien
- Tahoma: Tacoma, Steele Street, Puyallup
- Olympia: Olympia, West Olympia
- Peninsula: Silverdale, Port Orchard, Poulsbo
- 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 MAR 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 November 8, 2023 through September 30, 2027 agreement.

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) **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.
- 3) **Membership Growth.** The parties are committed to joint work in growing KFHPWA membership.
- 4) **Labor Management Partnership.** The parties are committed to the success of the LMP in KFHPWA.

EXHIBIT A: Lead Responsibilities and Requirements

A lead plays a beneficial role by assisting in the coordination of the work, enhancing the team’s effectiveness, and serving as an expert of the work itself. The Lead role may include, but is not limited to, the responsibilities and requirements noted below. Designation is appropriate when the staff member is assigned a substantial portion of the recognized responsibilities. There may be limited cases where certain responsibilities are not applicable or needed. Management should communicate to the staff member which responsibilities are being assigned at the time of designation.

SPECIFICATIONS	CLARIFICATIONS
<p>LEAD RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Coordinates discipline specific staff assignments to meet daily workflow and/or staffing coverage. • May partner with the preceptor to foster a positive experience for new employees. • Ensures standard work is performed and audited, where applicable, in the department/unit. • May assist in the planning and implementation of training/education of new procedures, annual education/competencies, and/or technologies. This is separate from the preceptor role. • Facilitates information flow between management, staff, and other departments through individual conversations, leading team huddles, and/or attending group meetings. May include reporting department, patient care, employee, or systems-related issues to management in a timely manner. • Provides coaching, mentoring to employees for clinical skill development/performance of clinical responsibilities. • Does not have supervisory authority, such as disciplinary action or the ability to hire/fire. 	<p>All staff, in the ordinary course of their responsibilities, are expected to participate in/contribute to problem-solving.</p> <p>Staffing coverage may include meal/break periods, staffing shortages, extended hours, or other urgent staffing gaps, etc.</p> <p>Auditing may include, but is not limited to, monitoring quality measures and ensuring the standard work and/or other assignments are completed.</p>
<p>LEAD REQUIREMENTS</p> <ul style="list-style-type: none"> • Ability to coordinate, instruct, audit, and monitor work of others. • Ability to model KP standards, including customer service, reliability, collaboration, and other Core Behaviors. • Promotes teamwork, attention to detail, problem-solving, and good judgement. • Experienced and proficient in the area of work, including the ability to perform current job responsibilities at an acceptable level. • Proficient in teaching • Proficient in communication skills, including providing feedback and peer-to-peer conflict resolution. 	

<ul style="list-style-type: none"> • Conducts all aspects of leadership role in a fair, consistent and objective manner. • Willing to serve in the Lead role 	
<p>MANAGER RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Assign Lead role to an eligible employee • Evaluation of lead effectiveness • Initiate changes needed to issue lead premium • Check in with Lead on status of team and operations. 	<p>Lead assignment remains at the discretion of management and may depend on additional factors including, but not limited to, consistent managerial presence and/or presence of a Charge RN.</p> <p>Lead assignments may be temporary or ongoing.</p>

EXHIBIT B: Preceptor Responsibilities and Requirements

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. The Preceptor role may include, but is not limited to, the responsibilities and requirements noted below.

SPECIFICATIONS	CLARIFICATIONS
<p>PRECEPTOR RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Plan, organize, oversee and evaluate an individual's onboarding to department in accordance with written onboarding plan • Deliver specific, criteria-based and goal-directed education and training in accordance with the onboarding plan or a Student Learning Agreement developed with a partner educational institution • Oversee completion of associated competency checklists • Complete required documentation • Check in with manager on progress, recommend adjustments as needed 	<p>An individual designated as needing precepting will have one Preceptor assigned.</p> <p>If the assigned Preceptor is unavailable for more than three days, the manager will assess the impact and, if needed, designate an alternate eligible employee to assume interim precepting responsibilities. The preceptor premium will shift from the assigned preceptor to the alternate when the alternate assumes the precepting duties. For the purpose of this document and the importance of this role, short-term assignments and shadowing with a current employee who is not the Preceptor, for the purpose of learning or observing a particular skill, process, or procedure, does not fit the definition of Preceptor. In the absence of the assigned preceptor for less than three days, when an alternate Preceptor is not assigned, the manager coordinates education, training, and shadowing opportunities, either based on the preplanned orientation plan or at their managerial discretion.</p> <p>All staff, in the ordinary course of their responsibilities, are expected to participate in/contribute to the orientation process. (See definitions)</p> <p>A Lead or Charge may concurrently be designated as a Preceptor.</p>
<p>PRECEPTOR REQUIREMENTS</p> <ul style="list-style-type: none"> • Experienced employee, at or above the licensure level of the individual who will be precepted • Performing current job responsibilities, including KP Service and Behavior Expectations, at an acceptable level • Proficient in clinical teaching 	<p>The required Preceptor class is offered regularly by the Employer. In addition, an on-line alternative is available on demand.</p> <p>The requirement is intended to</p> <ul style="list-style-type: none"> • support the Preceptor's success in this important role • ensure a common positive experience for the individuals being precepted

<ul style="list-style-type: none"> • Proficient in communication skills, including providing feedback • Completion of a preceptor in-service program or equivalent, designated by the Employer • Willing to serve in the Preceptor role • Available for the duration of the precepting period 	<p>Employer will provide verification of completion. It is the responsibility of the employee to maintain verification of course completion. It is recommended that a copy be saved by the local management or administration team.</p> <p>Where there is no documentation available for prior completion, a test-out option will be available. Employees who pass will not have to take the class in order to be assigned/paid for Preceptor responsibilities.</p> <p>Employees will be paid for taking the class, whether in person or online. Every effort will be made to adjust the employee's schedule so the class can be taken during regular work time. If this is not possible, and the class is outside the regular work schedule, standard pay rates shall determine whether pay for class time is at regular or overtime rates.</p>
<p>MANAGER RESPONSIBILITIES</p> <ul style="list-style-type: none"> • Determine which individuals need precepting, and the duration required • Assign Preceptor role to an eligible employee • Approve the content of the onboarding, education and training plan • Confirm completion of documentation and associated competency checklists • Initiate changes needed to issue preceptor premium for the duration of the precepting period • Check in with Preceptor on progress, adjust plan or time frame for completion as needed 	<p>Based on prior experience, knowledge and skill, a manager may determine that an individual does not need formal precepting.</p> <p>The precepting period for a designated employee, resident or student will be determined by the Manager.</p>
<p>DEFINITIONS</p> <ul style="list-style-type: none"> • <u>Precepting</u>: Planning, organizing and implementing the onboarding process for an individual to department workflows, service standards and clinical competencies. Includes coordination and delivery of specific criteria-based and goal-directed training, oversight of general orientation, provision of feedback, and evaluation of the individual's ability to demonstrate the required standards and competencies. • <u>Orientation</u>: Providing basic instruction and written information for specific tools, processes, workflows or tasks. Includes providing informational assistance, support 	<p>IT system training, including Health Connect (formerly Epic), is provided centrally for all employees who need to use it. Learning about department-specific practices regarding these systems is considered orientation and should be incorporated into the onboarding plan.</p>

<p>and guidance as needed. This does not constitute precepting.</p> <ul style="list-style-type: none"> • <u>Job Shadowing</u>: Allowing an individual to observe as work is being performed. Simple explanations may be provided. This does not constitute precepting. • <u>Resident</u>: An individual whose clinical experience after graduation is less than six months or who is returning to practice with no current clinical training or experience. A Resident shall have limited responsibilities and be provided close oversight by an assigned Preceptor during the residency and associated precepting period. • <u>Preceptor Appropriate Student</u>: An individual who is still in school and is required to complete specified experiential learning in order to graduate. The required training, competency demonstration and time frames are specified in an agreement between the school and the Employer. A Preceptor may be assigned to implement the learning experiences and evaluate the individual against the designated criteria throughout the precepting period. 	
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**Memorandum of Understanding
Between
Kaiser Foundation Health Plan of Washington (“KFHPWA”)
and
Unions United, a coalition of unions at KFHPWA that includes
SEIU Healthcare 1199NW, UFCW Local 21, and OPEIU Local 8**

Medical Benefit

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

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

New Participants

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

Spousal/Domestic Partner Surcharge

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

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

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

Appeal Process

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

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

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

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

Dental Plan

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

Benefits Labor Management Committee

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

Attendance and Absenteeism Committee

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

Nondiscrimination

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

Termination and Renewal

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

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

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



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

6/12/17
Date



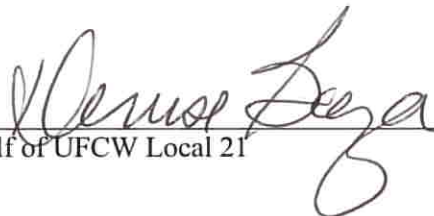
On behalf of SEIU Healthcare 1199NW

6/15/17
Date



On behalf of OPEIU Local 8

6/12/17
Date



On behalf of UFCW Local 21

6-12-17
Date

Appendix A

Benefit Summary

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

Group Number: 1206900/4206900

Effective Date: 1/1/2018

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

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

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

Appendix B

Wellness points and premium costs

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

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

Wellness Works Points Program

- Health Assessment required, plus:

Employees	
Activity	Points
Biometric screening	400
BMI – YoY improvement	100
BP – Healthy Factor	100
Health Assessment	200 (required)*
Tobacco non-user (self-report from the HA)	200
Journey (up to 3/year)	200/Journey
Track (earned for 300 on daily wellness meter)	8 per day (cap at 400 points)
Weight Watchers	200
Quit For Life	200
Wellness champion or Volunteer credit	200
Rally	Prize drawing
*get-what-you-earn model but must complete HA by EOY	
Total points available	2600
Maximum points earned	1200
Total incentive available	\$1200

Standard premium WITHOUT discount (2018-2021)

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

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

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

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

OPEIU

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

SEIU

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

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

UFCW

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

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

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

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

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

The following examples illustrate how to calculate reimbursable mileage:

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

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

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

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

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

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

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

For the Employer:

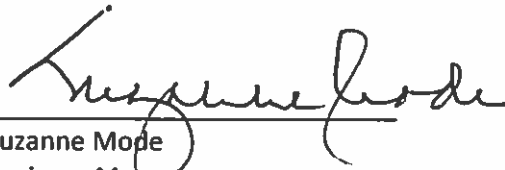


Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPW

For the Union:



Phoebe Rounds
Lead Organizer
SEIU Healthcare 1199 NW



Suzanne Mode
Business Manager
OPEIU Local 8



Erin Adamson
HealthCare Membership Director
UFCW 21

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

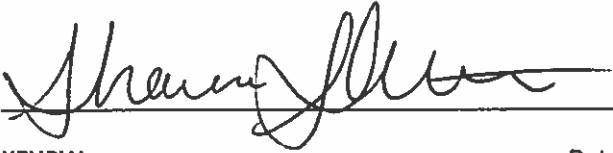
August 2018

- 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.

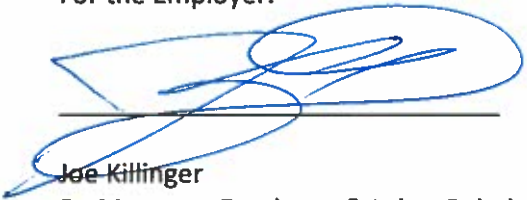
Retirement:

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:



Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPWA

For the Union:



Monica Livingston
Lead Organizer
SEIU Healthcare 1199 NW

Letter of Understanding

By and Between

Kaiser Foundation Health Plan of Washington (KFHPWA)

And

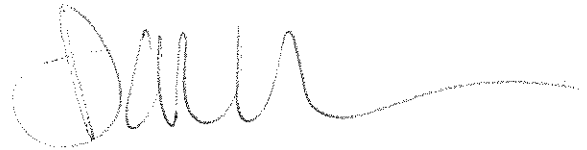
Service Employees International Union 1199NW (SEIU)

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.



Jenny Wetzel (KFHPWA)



Danielle Doyon (SEIU)

**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:



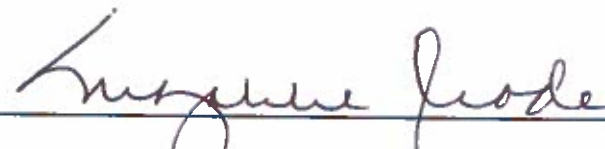
Joe Killinger on behalf of KFHPWA

07/17/2019
Date



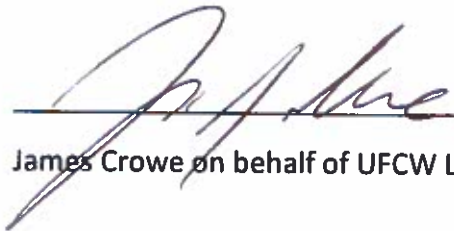
Phoebe Rounds on behalf of SEIU 1199NW

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



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



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

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

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
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.

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

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 manger to the time off request so that it can evaluated as quickly as possible.

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

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

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

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

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

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.



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

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 10th 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

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 \(Jan 20, 2022 16:40 PST\)](#)

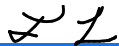
Jake Horowitz

[Jake Horowitz \(Jan 20, 2022 13:49 PST\)](#)

Date: Jan 20, 2022

Date: Jan 20, 2022

For OPEIU Local 8:



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

Date: Jan 20, 2022

For UFCW Local 21:



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

Date: Jan 20, 2022

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

AND

OPEIU LOCAL 8

AND

SEIU HEALTHCARE 1199NW

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

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

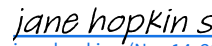

[Jake Horowitz \(Nov 7, 2022 13:11 PST\)](#)

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

Memorandum of Understanding By and Between
 Kaiser Foundation Health Plan of Washington
 And
 SEIU Healthcare 1199NW
 Endoscopy Technician

The parties to this Agreement, Kaiser Foundation Health Plan of Washington (Employer) and SEIU Healthcare 1199NW (Union), agree to the following terms and conditions regarding the implementation of the Endoscopy Technician job classification into the bargaining unit represented by the Union.

1. All Employees will be covered by the terms and conditions of the SEIU Service Collective Bargaining Agreement
2. All Employees actively assigned to the Medical Assistant job classification in the Endoscopy work unit will be reclassified to Endoscopy Technician, job classification.
3. All Employees will retain their seniority date at the time of reclassification.
4. All Employees will remain at the same step at the time of reclassification.
5. The jointly identified Employees will be issued a lump sum payment upon implementation. The lump sum payment is calculated based on the standard hours, according to the assigned FTE, and the difference in pay rates between the Medical Assistant and Endoscopy Technician job classification for the period of May 27, 2021, through May 5, 2023, while working in the Endoscopy work unit.
6. Wages for the Endoscopy Technician job classification is as follows:

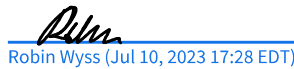
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
\$24.39	\$24.87	\$25.37	\$25.88	\$26.40	\$26.92	\$27.46	\$28.01	\$28.57	\$29.14	\$29.73	\$30.53	\$31.41	\$32.27	\$33.14	\$33.62

For the Employer:



Courtney Brody
 Sr. Employee & Labor Consultant
 KFHPWA

For the Union:



Robyn Wyss
 Executive Vice President
 SEIU Healthcare 1199 NW

**Memorandum of Understanding
By and between
KFHPWA
And
SEIU Healthcare 1199NW
RE: Acute Care Premium**

KFHPWA and SEIU have mutually agreed that Materials Management Techs with regularly scheduled positions in the Operating Rooms supporting Periop/Surgical Services, will be eligible for the Acute Care Premium. The Acute Care Premium went into effect on the first pay period following November 1, 2023.

No other job classifications are eligible for the premium except for those agreed to during 2023 negotiations. Any future changes to eligibility will only be done so by mutual agreement.

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

**KAISER FOUNDATION HEALTH PLAN
of WASHINGTON**

SEIU HEALTHCARE 1199NW

Joe Killinger
Joe Killinger (Mar 18, 2024 15:16 PDT)

jane hopkins
jane hopkins (Apr 9, 2024 15:34 PDT)

Joe Killinger
Director, Employee & Labor Relations

Jane Hopkins
President

**2023 Collective Bargaining
Memorandums of Understanding
By and between
KFHPWA
And
SEIU Healthcare 1199NW
Service Unit**

Staffing.

The Employer shall staff in service-line defined ratios in outpatient departments. The service line ratios may be available by department and sent to the union upon request. Providing information will be at the Employer's discretion, except where required under the law. Departments covered by the Washington State safe staffing law will use the process outlined by the law to develop and meet their staffing plans.

In cases where staffing is not meeting service-line defined ratios, management will partner with Unit-Based Teams (UBTs) to evaluate actions including but not limited to evaluating standard work and adjusting workloads for the specific clinic, specialty, or service line or may add posted vacancies at the Employer's discretion. Employees on units without UBTs can meet for this discussion with management upon request and utilize the partnership principles.

The Employer shall evaluate float pool staffing yearly to help cover expected absences, leaves, and vacancies. The Employer will share its findings with the union at a combined JLMC meeting of the impacted groups where the parties also discuss vacancies and traveler use per the national agreement.

The Employer and Labor will meet twice yearly to share information regarding staffing models as part of an expanded direct care SEIU Steering Committee meeting. This meeting would be to share information and data including established nursing practice organizations' staffing recommendations.

Float Pool Pods.

Within 60 days of ratification, the Employer will provide the Union with a listing of all float pool/travel group employees, their assigned work location, and which pod they will be assigned to going forward based on the new pod structures for various Travel Groups. The Employer will assign employees to pods that most closely match their recent work location history. The Union and Employer will meet to attempt to resolve any disagreements about pod assignments. The Union may use the grievance procedure for any unresolved disagreements about changed pod assignments.

Occupational Health Float Pod.

Within 120 days of ratification, the parties shall meet to determine updated appropriate pods and work units for the Occupational Health Float Pool, based on where these services are currently provided.

Breaks.

All nonexempt employees are entitled to meal and rest period breaks according to the collective bargaining agreement. The Employer commits to include this topic on the

agenda for the first JLMCs held in 2024 and utilize UBT's to come up with solutions at the clinic level.

Inclement Weather.

The parties recognize that natural disasters and inclement weather are likely events which require planning and shared understandings. Managers will work with staff to understand the best way to communicate about work and work schedules during events of inclement weather or other natural disasters.

In a weather or disaster event:

- Staff should follow inclement weather processes in receiving information on the status of the medical center.
- Distribute all available information per the process agreed to with staff.
- Employer will evaluate if patient care should continue as scheduled, convert to a virtual appointment or reschedule for another day.

Employee safety is a top priority. The employer will consider closing in the event that a severe weather emergency or other natural disaster is issued by the WA State governor, WA State Department of Transportation, WA State Patrol or county/city equivalent. If a decision is made by the employer to close, the employee will be paid out of the low census fund (available to all impacted staff of any department, job class or bargaining unit). If an employee is unable to report to work, the employee can take the time as Leave No Pay or PTO and the employee will not be disciplined. If an employee makes a good faith effort to arrive on premises on time but arrives within 2 hours of their scheduled start time, they will be granted an exception and will not be disciplined for the inclement weather absence.

Loan Forgiveness.

For purposes of responding to requests related to the Federal government's Public Service Loan Forgiveness (PSLF) plan, the employer will follow government's description of full time status under this program.

Experience Audit for current ARNPs and Service Unit Employees.

On January 2, 2024, the employer will notify employees that an experience audit will commence to determine year for year credit for experience based on the new contract language. Included in this communication will be information regarding the audit, what is required and the mechanism in which information will need to be submitted. Audit submissions will be required to be submitted during the month of February 2024. Any information received after February of 2024 will not be considered. By September 1, 2025, staff will be notified of the outcomes of the audit and there will not be an appeal process. The Employer's decisions are subject to the grievance procedure. Any changes to an employee's step placement will be made the first of the pay period following October 1, 2025 and there will be no retro pay. There will be no adjustment to a lower step for any employee. There will be no adjustment to anniversary dates for the purpose of future step increases. Employees eligible for this audit are those that were hired before November 1, 2023.

Telecommuting Agreement & Appendix A.

Within 90 days of ratification, the parties will convene a workgroup of up to five (5) union participants and five (5) management to review the current telecommuting agreement. The intent of the workgroup is to modernize the current telecommuting agreement to align with

the current telecommuting environment for all remote workers. Any changes to the existing agreement and Appendix A will only be done by mutual agreement.

O-TPT Transition.

Within 90 days of ratification, the Employer will review the pattern of past work and expected future need for all incumbent Temporary Employees and determine whether each should be classified as Durational or Ongoing. Ongoing TPTs will be assigned a regular shift that most closely matches their prior work as a Temporary Employee. The Employer and Union will meet to review the determinations and attempt to resolve any disagreements. The Union may utilize the grievance process regarding the reclassification of any TPTs and Durational or Ongoing on which the parties cannot reach agreement.

Environmental Services.

Environmental Services (EVS) Certification Program

The Employer will partner with the Union and the SEIU Healthcare 1199NW Multi-Employer Training Fund to offer the Advanced Certification for Environmental Technicians (ACET) certification program to Environmental Services workers who chose to become certified. Staff who successfully complete the ACET program shall be eligible for certification pay as per Article 8.19 of the Collective Bargaining Agreement.

Discussions about the partnership in this program will take place in the Environmental Services (EVS) Committee and may include selection of participants, strategies for release from work for participants, trainers, and mentors, the potential for hosting at one of the employer’s facilities, outreach, and participation of management to support the learning from the program.

Staff who participate as trainers or mentors will receive the preceptor premium per Article 8.12 in addition to their regular rate of pay.

The parties agree to a joint goal of launching the first cohort October 1, 2024.

Insourcing Environmental Services

At the conclusion of the current contract for cleaning services at South Lake Union and Gig Harbor clinics, the Employer will insource all Environmental Services work at those facilities to the SEIU Healthcare 1199NW bargaining unit.

Environmental Services Oversight

KFHPWA shall ensure EVS management is fully trained on the terms of this CBA. KFHPWA shall also ensure EVS management is trained and knowledgeable in the work of EVS staff. At all times when EVS technicians are working, an EVS manager, or designee, must be physically present and/or available to respond in a timely manner to telephone or text communications from EVS technicians.

KFHPWA shall require the subcontracted EVS management company to submit to KFHPWA Human Resources all job postings intended for EVS department employees.

Location	Job Code	Job Title	Grade Code	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
WWA	2181	Surgical Tech (TP1)	WA04-76	34.79	35.79	36.63	37.5	38.46	39.43	40.33	41.35	42.33	43.4	44.41	45.44	46.61	47.86	49.35	50.05
WWA	2182	Whse Worker/RC Prem (TP1)	WA04-67	25.48	26.29	26.88	27.5	28.19	28.9	29.58	30.34	30.88	31.92	32.71	33.52	34.25	35.11	35.98	36.51
EWA	2007	LPN (TP1)	WA04-93	32.13	33.01	33.96	34.86	35.83	36.77	37.87	38.89	39.95	41.11	42.17	43.37	44.55	45.78	47.08	47.82
EWA	2007	LPN (TP1) Exp Waiver	WA4W-93	28.92	31.37	33.96	34.86	35.83	36.77	37.87	38.89	39.95	41.11	42.17	43.37	44.55	45.78	47.08	47.82
EWA	2008	Medical Assistant (TP1)	WA04-90	28.9	29.79	30.62	31.49	32.3	33.25	34.18	35.06	36.04	37.02	38.03	39.05	40.19	41.29	42.4	43.02
EWA	2194	Spec Community Resource (TP1)	WA04-94	35.91	36.63	37.38	38.12	38.88	39.65	40.45	41.26	42.08	42.92	43.77	44.65	45.55	46.46	47.38	48.32

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

Letter of Understanding
By and Between
Kaiser Foundation Health Plan of Washington (KFHPWA)
And
Service Employees International Union 1199NW (SEIU Healthcare 1199NW)

The parties agree that the process for assigning voluntary overtime in the Environmental Services Department shall be as follows:

- The employer, at each work unit, will post a voluntary overtime signup sheet for EVS Techs to indicate their desire to pick up voluntary overtime shifts or hours. EVS Travel Group members will be included on the list for their assigned home clinic.
- The employer will offer overtime shifts or hours starting with the most senior person on the voluntary overtime signup sheet and will rotate through the list from most senior to least senior volunteer. The list may be updated depending on additions or removals from the volunteer pool.
- A volunteer may remove themselves from the volunteer rotation by making the request to their manager in writing.
- If an employee declines an offered voluntary overtime shift or hours, they will be removed from the rotation until everyone on the volunteer list has had an opportunity to pick up or decline an offered overtime shift or hours.
- If an employee picks up an overtime shift or hours, they will be removed from the rotation until everyone on the volunteer list has had an opportunity to pick up or decline an offered overtime shift or hours.
- After everyone on the volunteer list has had an opportunity to pick up or decline a shift or hours, the list will restart with the most senior volunteer.
- Volunteers must be available to respond to a request for coverage within 10 minutes of a call or text from management. If a volunteer does not respond within 10 minutes, the manager will document the attempted contact and move on to the next person on the list.
- Voluntary overtime shifts or hours will first be offered to volunteers within the work unit. If there are no volunteers willing to accept a shift from the work unit, the EVS Travel Group will be utilized. If there are no volunteers from the work unit or coverage from the Travel Group available, volunteers will be sought from within the district. Agency staff will not be utilized prior to offering overtime to bargaining unit staff.
- Additional voluntary overtime hours added to the beginning or end of a regularly scheduled weekday shift will not be greater than 4 hours. Overtime shifts longer than 4 hours will be split. If a volunteer can only be found for part of a split shift (e.g. a volunteer takes 4 hours, but nobody wants the remaining 4 hours) the volunteer who picked up the initial hours will be offered the remaining hours.

- Additional voluntary overtime shifts on a weekend that are longer than 8 hours will be split between two volunteers.

SEIU Healthcare 1199NW

Danielle Doyon McGovern

Lead Organizer

Danielle Doyon McGovern

[Danielle Doyon McGovern \(Apr 10, 2024 4:17:05 PDT\)](#)

Date: Apr 10, 2024

Kaiser Foundation Health Plan of Washington

Joseph Killinger

Director, Employee & Labor Relations

Joe Killinger

[Joe Killinger \(Apr 11, 2024 09:35 PDT\)](#)

Date: Apr 11, 2024

Jane Hopkins

President

jane hopkins RN

[jane hopkins RN \(Apr 22, 2024 14:44 PDT\)](#)

Date: Apr 22, 2024

