



OPEIU LOCAL 8

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

NOVEMBER 8, 2023 THROUGH MARCH 31, 2027

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AGREEMENT
By and Between
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON
and
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8, AFL-CIO

November 8, 2023 through March 31, 2027

PREAMBLE

This Agreement is made and entered into by and between Kaiser Foundation Health Plan of Washington, hereinafter referred to as the “Employer,” or “KFHPWA” and Office and Professional Employees International Union Local No. 8, AFL-CIO, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the understandings 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

Section 1.01 The Employer recognizes the Union as the exclusive bargaining representative for the employees located at all present and future facility locations designated by the job classifications set forth in the attached wage schedule; excluding supervisors as defined by the National Labor Relations Act.

Section 1.02 An employee shall be excluded from the provisions of this Agreement when the Union and Employer mutually agree that the employee is in a confidential position. Positions presently excluded include: Secretary to the Board of Trustees, Secretaries, Administrative Secretaries, and Medical Staff Secretaries.

Section 1.03 New Job Classifications:

- (a) The Employer shall notify the Union of any future job classifications(s) appropriate to the bargaining unit. It is not the Employer’s policy to establish new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit.
- (b) The Employer will notify the Union in writing when new job classifications that include work previously and/or currently performed by bargaining unit job classifications are created, when duties of bargaining unit job classifications are substantially changed and/or

when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union within ninety (90) calendar days prior to the effective date of such new job classifications, change or transfer of the duties of currently represented job classifications.

- (c) The Employer will notify the Union of any newly created non-exempt office, clerical and administrative classification which is non-supervisory and non-confidential in nature as defined by the National Labor Relations Act no later than fourteen (14) calendar days prior to posting the position for hire and which encompasses duties performed by existing bargaining unit classifications. This notice shall include the proposed job title, job description, job duties, qualifications and pay range and will indicate whether the Employer believes the new classification is appropriate for inclusion in the OPEIU bargaining unit.

If the Union does not agree with the Employer's decision regarding whether or not to include the classification in the bargaining unit, the Union shall submit a written notice of objection within fourteen (14) calendar days of being notified of the new classification. If requested, the parties shall then meet to discuss whether or not the new classification should be included in the bargaining unit. Should the parties be unable to agree as to whether or not a newly created classification should be included in the bargaining unit, unless otherwise agreed, their recourse shall be to file an appropriate petition with the National Labor Relations Board.

Nothing in this Section changes the parties' agreement as contained in Article 1 - Recognition.

Section 1.04 Bargaining Unit Work. The Employer will inform the Union in writing at least three (3) weeks prior to holding the first Rapid Process Improvement Workshop (RPIW) for a particular work unit. (See attached Letter of Understanding regarding Lean Concepts and Principles)

Section 1.05 The Employer will provide the Union in writing a listing of all open/vacant positions in any classification within the bargaining unit on a monthly basis. Such listing will include the requisition number, job title, number of open positions, requisition status, priority rating, nature of request, hiring manager, requesting department, requisition employment status, requisition job schedule, requisition job shift, hours of shift and requisition FTE.

ARTICLE 2

UNION MEMBERSHIP - AUTHORIZED DEDUCTIONS

Section 2.01 Union Membership. All regular full-time employees and all

regular part-time employees shall make application to join the Union thirty- one (31) days following the date of employment or thirty-one (31) days following the date of the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. At the close of fourteen (14) working days after receipt of written notice from the Union that an employee has been suspended for failure to tender monthly dues or agency fees, or initiation fees, the Employer will terminate such employee if the employee is then not in good standing in the Union. All temporary employees shall apply to the Union for a work permit within fifteen (15) working days from date of employment. Upon expiration of the ninety (90) calendar day work permit, employees shall become members of the Union and maintain their membership in good standing for the duration of this Agreement.

Section 2.02 Authorized Deductions. The Employer will deduct an amount equal to the Union's fee, uniform monthly dues or agency fees, or work permit fee from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. This Agreement shall apply to initiation fees and Union dues deductions only and shall not include deductions for other Union fees. Dues or agency fee deductions will be transmitted to the Union (Local No. 8) by check payable to its order on or before the twentieth (20th) of each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues or agency fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

Section 2.03 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 directly to the Union's Political Action Fund at the same time that dues are submitted. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby agrees 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 PAC deduction made from the employee's wages. In consideration for the Employer's agreement regarding voluntary PAC Fund deductions, the Union agrees that neither employees nor union representatives will solicit for political action fund deductions in work areas.

Section 2.04 Hardship Fund Deduction. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off

Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted at the same time that dues are submitted. The Union and each employee authorizing the assignment of wages for the payment of voluntary contributions to the OPEIU Local 8 Hardship Fund hereby agrees 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 Hardship Fund deduction made from the employee's wages.

ARTICLE 3

NON-DISCRIMINATION

Section 3.01 Non-Discrimination. Employer and Union agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding non-discrimination.

Section 3.02 The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status, or sexual orientation. 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.

Section 3.03 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity to that performed by men, the same rate of pay shall prevail.

ARTICLE 4

UNION BUSINESS

Section 4.01(a) Union Access. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union Representative first gives the Employer reasonable prior notice of the intended visit and that no undue interference with the work of the employees or the proper operation of the Employer shall result.

Section 4.01(b) New Employee Orientation. An agenda item in the New Employee Orientation will accommodate represented employees meeting with a representative of their Union. The Employer shall provide the Union with a schedule of orientations at least once a year in January and whenever the schedule changes.

New employees will receive orientation on paid time. Information packets from the Union shall be made available to employees upon hire into the bargaining unit.

Section 4.02 Shop Stewards. The Union shall have the right to designate a reasonable number of shop stewards. The Union shall notify the Employer of the names of all shopstewards.

The parties acknowledge the general proposition that Union business performed by Union stewards, 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 steward will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over normal job duties or the requirements of patient care. Shop Stewards may attend investigatory (Weingarten) meetings and grievance meetings scheduled by the Employer on paid time if the meeting occurs during the Steward's scheduled hours. This does not include discussions about performance agreements or meetings that are not investigatory.

Section 4.03 Bulletin Boards. The Union will be allowed the use of bulletin board space for the purpose of posting union notices relating to general union activity.

Section 4.04 Rosters. The Employer shall supply to the Union monthly a list on disk or by e-mail of all employees covered by this Agreement including their classification, department, rate of pay and gross pay, hours worked, FTE status, starting date, date of birth, employee identification number and shift. Each month the Employer shall also transmit a list of new hires for the previous and current month, their addresses, classifications, pay grade, date of hire and social security number. With this list, the Employer will include the names of all employees who have terminated during the month.

ARTICLE 5

RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

Section 5.01 Management Rights. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the health care cooperative including, but not limited to, the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the material 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 business 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.

Section 5.02(a) Subcontracting. Subcontracting that would result in the loss of regular hours of work currently performed by bargaining unit employees will be discussed with the Union as part of the planning process. At least one-hundred 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, the Employer agrees to: 1) provide the Union with documentation of the need, financial impact, affected work and employees and other factors: 2) the Employer agrees to meet with the Union to discuss the assessments 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 meets Employer's primary business objectives.

Section 5.02(b) Subcontracting. 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 will be concluded within ninety (90) calendar days from the date Employer advises the Union and provides documentation about a decision to subcontract that is likely.

Section 5.02(c) Subcontracting. In the event the Employer decides to contract out a service which will result in the layoff of bargaining unit employees, the Employer 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, e.g., voluntary severance, the involuntary layoff process. 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 vacation accruals and retirement contributions. Impacted employees not wanting to be hired by the contracting entity shall move to another position or be laid off in accordance with the terms and conditions of the Collective Bargaining Agreement.

ARTICLE 6

DEFINITIONS

Section 6.01 Probationary Employee. Any employee who has been hired for regular employment shall be considered a probationary employee during the first (1st) six (6) calendar months of continuous employment. During the probationary period, employees may be discharged without cause and without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

Section 6.02 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who is assigned duties associated with a position recognized under this Collective Bargaining Agreement and identified with the Employer's regular organization.

Section 6.03 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.

Section 6.04 Regular Part-time Employee. A regular part-time employee is one who in the performance of assigned job duties normally works a regular continuing schedule of less than forty (40) hours per week. 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. The temporary premium shall be paid for all hours worked in a temporary job assignment outside the employee's regular work department.

Regular part-time employees who work in their assigned work unit beyond their assigned FTE consistently for six (6) or more consecutive months may submit a written request to their supervisor for an adjustment to their FTE to reflect the average of the hours worked beyond their assigned FTE during the previous six (6) months, but not to exceed 1.0 FTE. Adjustments will be implemented at the commencement of the pay period following the thirtieth (30th) day after receipt of an employee's request.

Section 6.05 Temporary Employees. A temporary employee is one who is hired to work on an intermittent/on call basis, as an interim replacement or for temporary work on a predetermined work schedule involving a specific work assignment which does not extend beyond three (3) calendar months. Temporary employees will not be regularly utilized to fill regular positions beyond three (3) calendar months with the following exceptions:

- (a) Temporary employees hired to replace a regular employee on PTO or leave of absence may be retained on temporary status for the duration of the leave of absence. Employees will be notified by the Employer in writing of this temporary status when hired.

- (b) Temporary employees hired specifically for vacation relief and students working during vacation breaks or on a bona fide training program. The Employer will obtain the Union's consent prior to its participation in any training programs. Such consent will not be unreasonably withheld.
- (c) Temporary employees hired specifically for a project or for training needs for current employees or when it is known that a vacant regular position is going to be eliminated provided the Employer notifies the Union in advance.

Section 6.05.1 If after three (3) calendar months a position filled by a temporary employee is determined to be a regular position or an employee on leave of absence fails to return to a regular position filled by a temporary employee, the affected position shall be posted and filled through the provision of the job posting procedure, Section 7.02.

Section 6.05.2 No employee shall be permitted to work in temporary status for more than twelve (12) continuous months. Additionally, no employee shall be permitted to work in a temporary status for a total of twelve (12) months except by mutual agreement of the employee and the supervisor, with notice to the Union.

Section 6.05.3 Temporary employees shall be subject to the Union security provisions of Section 2.02 and shall be subject to the appropriate work permit fees.

Section 6.06 Lead. A lead is one who is assigned extra administrative responsibilities as defined by management but does not have supervisory authority as defined by the National Labor Relations Act. Key supervisory responsibilities include hiring, firing, discipline and evaluating employee performance, as clarified in the Employer's memo of January 10, 1997. If such duties are removed, the Employer will notify the employee at least thirty (30) days in advance unless less notice is needed due to discipline or policy violations. Advance notice may not apply to designated Temporary or Interim Leads.

Section 6.07 Changes in Shift. A change in shift shall be defined as any extended change in work schedules or shifts of one (1) or more hours. Such changes will be done in accordance with this Agreement. This Section does not apply to employees who have flexible schedules.

Section 6.08 Mentor. The Employer may designate employees as mentors to provide expertise and guidance to new hires as a part of onboarding or to regular employees determined to need mentoring in order to perform the functions of their position.

- 1) Mentor assignments will be made for a defined period of time. Mentors will receive a one dollar (\$1.00) per hour premium for their entire scheduled shift.
- 2) In order to be eligible to be assigned mentor responsibilities, mentors must be meeting performance metrics as defined by each department if applicable.
- 3) While performing a mentor assignment, mentors may have reduced regular duties as determined by management.

ARTICLE 7

EMPLOYMENT PRACTICES

Section 7.01 Hiring. The parties agree that the hiring decision remains exclusively an Employer responsibility, and the Employer shall be free to hire from any source whatsoever. The Employer is committed to upgrading, promoting and transferring bargaining unit employees. Seniority shall be the determining factor in regular job openings where such factors as skill, competence and ability are substantially equal.

Section 7.02 Job Posting Procedure. Prior to formal posting on www.kaiserpermanentejob.org, transfer opportunities from one (1) shift to another on the same work unit/department or an initial transfer to a vacant position in a work unit/department shall be made available to all regular employees within the affected department/work unit by email within the department. Such internal transfer opportunities shall be posted within the affected department for forty-eight (48) hours excluding holidays and weekends prior to a general job posting.

Employees shall be notified by e-mail if selected for an open position or not. The e-mail will include the name of the hiring manager. Grievance timelines begin upon receipt of such notification.

Once all the on-unit movement is complete and if the final vacancy is identified and approved, a notice of each regular job opening shall be posted on-line at www.kaiserpermanentejobs.org for seventy-two (72) hours excluding holidays and weekends unless circumstances require immediate replacement.

Each job posting shall include job title, classification group, FTE, work hours, days of the week, qualifications, and location. Applications for each specific posted position must be submitted on-line at www.kaiserpermanentejobs.org. Applications for transfer to future openings that may occur during an employee's vacation period may be submitted to the Human Resources Department for consideration during the employee's vacation. The Employer shall not fill the position during the required posting period.

Upon being selected for a new position, the employee shall be ineligible for other job openings except for shift changes or FTE changes within the employee's work unit/department for a period of one (1) year from starting in the position, unless otherwise agreed to by the Employer. Such decision shall not be made arbitrarily or capriciously. If the scheduled hours of work for the position are changed by the Employer by more than one (1) hour or a reduction in FTE of .2 or more occurs within the first (1st) six (6) months of assuming the position, the employee shall be eligible for other job openings. Employees who apply but are not selected for a posted position will be notified by the Employer. Upon request by an employee, the Employer will notify the employee in writing of the reason the employee was not selected for the position.

Formal verbal warning disciplinary notices that are older than six (6) months shall not be considered when evaluating and selecting applicants for lateral transfers and/or promotions. Written warning disciplinary notices that are older than twelve (12) months shall not be considered when evaluating and selecting applicants for lateral transfers and/or promotions. Final written warning disciplinary notices that are older than eighteen (18) months shall not be considered when evaluating and selecting applicants for lateral transfers and/or promotions. Discipline will not be a disqualifying factor but may be considered when evaluating employees for promotions and/or transfers.

Section 7.03 Notice of Termination. Regular employees shall be entitled to two (2) weeks' notice of termination or pay in lieu thereof plus any accrued PTO, except the Employer shall not be required to comply with the provisions of this section in cases of discharge for just cause.

Section 7.04(a) Systems Change. Where positions have been abolished because of a systems change, all possible consideration will be given to transfer employees to comparable jobs with the Employer in accordance with Article 8. Furthermore, every consideration will be given, whenever practical and feasible, to train qualified employees by seniority for new positions created by a systems change.

Section 7.04(b) Systems Change. An employee whose job has undergone substantial change resulting in a decline in work performance from satisfactory levels to unsatisfactory levels may request and receive a written performance improvement plan. Additional on-the-job training may be provided if appropriate in the judgment of the Employer. Alternately, the employee shall be permitted to transfer to temporary status and shall then be eligible to apply for any vacant position for which the employee is qualified. The employee shall be responsible for identifying and applying for such vacancies.

Section 7.05 Voluntary Resignation. Regular employees shall be required to give two (2) weeks' written notice of resignation. Failure to give

such notice shall result in loss of termination benefits including any accrued PTO pay.

Section 7.06(a) Discipline. The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands and suspensions. Employees shall be given an opportunity to read, sign and answer all letters of warning or performance evaluations before placement of such material into their personnel file. Disciplinary warnings shall be issued in private. Supervisors should inform the employee that a warning is being given. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or within two (2) working days thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be an indication that they have seen and comprehend the gravity of the disciplinary action taken. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file. Upon request by the employee, the Union will be notified of all warning letters.

If an investigatory interview does or does not result in disciplinary action, the employee shall be informed of this decision within fifteen (15) working days from the date of the investigatory meeting.

Section 7.06(b) Discipline or Discharge for Just Cause. No regular employee shall be disciplined or discharged except for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge at the time of discharge or within three (3) working days thereafter.

Section 7.07 Personnel Files. Employees may review their personnel file and be provided copies of materials upon request after at least one (1) day advance notice to the Human Resources Division.

Section 7.08 Volunteers. The Employer agrees to limit the use of volunteers so as not to undermine the integrity of the Union's bargaining unit.

Section 7.09 Performance Appraisal. The Employer will maintain a performance appraisal system. Where appropriate and/or practical, it will be the goal of the Employer to conduct employee appraisals annually. Each employee shall have an opportunity to review and make comments on the performance appraisals. Employees shall be required to sign written performance appraisals signifying receipt of the appraisal. A copy of the completed appraisal will be given to the employee upon request. An employee who has not received a performance appraisal for a period of eighteen (18) months or more may request an appraisal from the immediate supervisor. The supervisor will conduct the performance appraisal within forty-five (45) days of such request. The Employer acknowledges that its

Performance Management System requires the completion of a performance and development review with employees by March 31 of each year. The Employer reserves the right to change this deadline and policy organization-wide, as determined by Employer leadership.

Section 7.10 Opportunity Jobs. This provision applies to temporary positions within or outside of the bargaining unit that current employees are interested in because the temporary position provides an opportunity to learn new skills or acquire additional abilities or knowledge. For positions within the bargaining unit, the job requirements, prerequisites, wage rate and duration of the position will be determined by the Employer with the mutual agreement of the Union.

When an opportunity position occurs within the bargaining unit, the HR Service Center, the Union and employees in the work unit will be notified via email and can express an interest in the position to the manager who is responsible for the opportunity position within seventy-two (72) hours of the email distribution, excluding holidays and weekends. If the employee meets the qualifications of the position, then that employee will be given first opportunity to assume the opportunity position. If more than one (1) qualified employee is interested, the employee with the most seniority will be offered the position first. If there is no successful candidate within the work unit, the opportunity position will be posted on the Employer's electronic job search system by the Human Resources Department.

The employee and the Employer will determine a mutually satisfactory wage for the duration of any position outside of the bargaining unit. At the conclusion of the position, the employee will, in the following order:

- 1) Re-assume the employee's prior position, if available;
- 2) Assume a vacant position that is comparable to the employee's previous position or the opportunity position;
- 3) Bump the least senior person in a comparable position in accordance with Article 8 with the least seniority;
- 4) The employee who took the opportunity job will not be eligible for severance. If an employee is bumped as a result of the termination of an opportunity job and cannot assume another position, then severance would apply.

Section 7.11 Behavior and Appearance Guidelines. Employer Behavioral and Appearance guidelines and policies shall be applied objectively and any discipline related thereto will be subject to the grievance procedure.

Employees in the following job classifications shall be allowed to wear athletic shoes in good repair: Mail Delivery Assistants, Medical Records

Assistants and Office Assistants.

Section 7.12 Telecommute. The Employer and Union mutually agree that bargaining unit employees shall be able to telecommute in accordance with Appendix "A" and Addendum "A" of this Agreement.

Section 7.13 Except by mutual agreement with the employee and Employer, bargaining unit employees will not be relocated to serve a temporary assignment at a different facility than one's regularly assigned work site. If there is no volunteer(s), such assignment will be by inverse seniority. Any such assignment shall not exceed more than thirty (30) calendar days.

ARTICLE 8

SENIORITY, LAYOFF, RECALL

Section 8.01 Seniority. Seniority shall mean an employee's continuous length of service within the bargaining unit from most recent date of regular hire. Seniority shall not apply until the employee has completed the required six (6) month probationary period for employees hired after ratification of this Agreement. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of regular hire. Regular employees who transfer to regular jobs outside the bargaining unit and return to the bargaining unit without a break in continuous regular employment with the Employer shall not lose previously accrued seniority within the bargaining unit. Previous seniority shall not be considered in the application process over other employees currently in the bargaining unit.

Section 8.01(a) Tie Breaker. In the event two (2) or more seniority dates are tied, the relative order of priority will be determined by the date an employee's application or transfer form was received for the position on which the employee's seniority is based. The employee with the earliest date of receipt on the application/transfer form will have first priority within the group. In the event one (1) or more employees do not have a date stamped application/transfer form, the last four (4) digits of the employees' social security number will be added up with the highest number receiving first priority and shall be considered most senior in ascending order. In the event two (2) or more seniority dates are still tied, all digits of the employees' social security number will be added up with the highest number receiving first priority and shall be considered most senior in ascending order.

Section 8.01(b) 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. Previously accrued PTO shall be paid

upon transfer to temporary status. Employees changing to temporary status may not use previously accrued Extended Illness Bank (EIB) hours during such temporary status. Temporary employees returning to regular status without a break in service within twelve (12) months shall have previously accrued EIB hours reinstated.

Section 8.01(c) 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.

Section 8.02 In General. Seniority shall be the determining factor in layoff and recall from layoff, unit-wide re-bidding, job re-bidding and position reassignment within a defined work unit resulting from layoff, transfers, shift changes, promotions and regular job openings where such factors as skill, competence and ability are substantially equal. Vacations shall be scheduled by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during any particular week. The Employer shall be the judge as to the qualifications and competence of its employees but such judgment shall be fairly and reasonably exercised, except that the Union may challenge any decision reached by the Employer.

An employee's benefit date shall be determined by an employee's continuous years of service within a regular position with the Employer and shall determine vacation accrual and retirement benefits.

Section 8.02(a) Job Re-bidding. In the event that there is at least a change in FTE, day(s) of the week and/or shift by one (1) hour or more that impacts two (2) or more employees, a rebid will occur. Impacted employees will select whatever shift to be offered by order of seniority. In the event there is a single change in FTE, day(s) of the week and/or shift by one (1) hour or more the Employer will first seek volunteers in the work unit, and if no volunteers, will implement based on inverse seniority in the work unit. The Employer will provide the Union and affected employees with the new work schedule and the seniority status/hours at least fourteen (14) calendar days in advance of the rebid. The Employer and Union shall provide a training about the rebid process prior to the rebid.

Section 8.03 Temporary Employees. Length of service with the Employer shall be a primary consideration when temporary employees apply for regular positions providing skill, competence, ability and experience is substantially equal to that of other applicants.

Section 8.04 Definitions of Terms. The terms used in this Agreement are

explained below.

Section 8.04(a) 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, ability and dependability 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. In determining whether to layoff a more senior over a less senior employee under Section 8.02 to restrict the re-bidding under Section 8.04(d) or reassignment under Section 8.04(e) that might otherwise occur based on seniority, an employee will not be disqualified solely because the employee may, in the Employer's judgment, require up to six (6) weeks orientation, which may include some skill enhancement.

For purposes of exercising layoff options under Section 8.07, an employee will be considered eligible for a vacant position or to select a position from the Low Senior Job Roster, if in the Employer's judgment, the employee can become oriented, which may include some skill enhancement, to the vacant position or the position on the Low Senior Job Roster within six (6) weeks.

If, after six (6) 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 will be subject to layoff with severance benefits with no recall rights without further notice.

Section 8.04(b) Work Unit. The term work unit means the work group, department and/or facility within which a layoff takes place. The Employer and the Union agree to the current work units as attached to this Agreement. Exceptions to the Employer's identified work units may be established by mutual agreement between the Employer and the Union. When there is a question about the definition of a work unit, the criteria which will be consistently used in making the determination of the appropriate work unit will include: common supervision, group coverage of PTO and EIB relief, same budget code, similar work units previously defined and similarity in pattern of shifts/hours of operation. Additional factors may be considered in determining the appropriate work unit.

Section 8.04(c) Qualifying Hours Reduction. Qualifying hours reduction means an involuntary reduction of hours that entitles the employee to exercise the options under Section 8.10 (Hours Reduction).

Section 8.04(d) Unit-wide Re-bidding. Unit-wide re-bidding occurs when the positions remaining within a work unit after a layoff or a qualifying hours reduction are re-bid among remaining employees in order of seniority, providing the employees are qualified to fill the particular

position for which they bid.

For purposes of determining whether a unit-wide re-bidding is triggered, the status of each position assigned a specific position number and occupied by a regular or probationary employee will be compared to what the status of the specific position will be after implementation of a layoff and/or hours reduction. If the required number of positions are to be eliminated and/or subject to a qualifying hours reduction, unit-wide re-bidding is triggered.

A unit-wide re-bidding shall be triggered whenever the following criteria are met:

On a work unit of ten (10) or fewer regular employees in the job classification when there are two (2) or more positions in the same job classification that will be eliminated or subject to a qualifying hours reduction.

On a work unit of eleven (11) to nineteen (19) regular employees in the job classification when there are three (3) or more positions in the same job classification that will be eliminated or subject to a qualifying hours reduction.

On a work unit of twenty (20) or more regular employees in the job classification when there are four (4) or more positions in the same job classification that will be eliminated or subject to a qualifying hours reduction.

Limitation on employee position selection: During unit-wide re-bidding, an employee may not select a position that increases their currently assigned FTE in the work unit by more than .2 FTE, unless no other position in the work unit is available.

Section 8.04(e) Position Reassignment. The term position reassignment means the reassignment of one (1) or more employees whose positions have been eliminated as a result of a layoff within the work unit to available positions within the unit. A position reassignment applies when the criteria for unit-wide re-bidding under Section 8.04(d) are not satisfied. Employees whose positions have been eliminated will be reassigned in order of seniority to the positions of employees subject to layoff, providing the employee is qualified, and after asking for employee preference.

Section 8.04(f) Comparable Vacancy/Position. For purposes of this Agreement, "comparable" shall be defined to include the following:

- 1) Same classification.

- 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 change of .2 FTE or less in an employee's previously assigned FTE status.
- 4) Similar geographic location as follows:
 - (a) Northgate, Lynnwood, Capitol Hill Campus, Rainier, Met Park, Ballard.
 - (b) Burien, Renton, Federal Way, Capitol Hill Campus, Met Park, Kent, Renton Administrative Campus.
 - (c) Olympia, Tacoma South, Tacoma Medical Center, Tacoma Behavioral Health, Federal Way, Puyallup, West Olympia.
 - (d) Lynnwood, Northshore, Redmond, Factoria, Bellevue.
 - (e) Bellevue, Everett, Smokey Point, Northshore, Lynnwood, Redmond, Northgate.
 - (f) Silverdale, Port Orchard, Bremerton, Poulsbo, Gig Harbor.
 - (g) EWA – Riverfront, Lidgerwood, Veradale, South Hill.

Section 8.04(g) Initially Subject to Layoff. This term is used to define the size of the Low Senior Job Roster under Section 8.04(h). The number of employees initially subject to layoff is determined by counting the number of remaining occupied positions eliminated or subject to a qualifying hours reduction in a work unit after the solicitation of volunteers and immediately prior to either re-bidding or position reassignment.

Section 8.04(h) Low Senior Job Roster. The Low Senior Job Roster will include only the least senior positions remaining after the implementation of a layoff and will be reduced by one (1) position, that position being the most senior position, for each voluntary severance package selected and shall be a listing of the jobs held by the least senior employees in a job classification Coop-wide as follows:

- 1) For classifications where all employees work in one (1) 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 involuntary layoff, whichever is greater.
- 2) 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 involuntary

layoff, whichever is greater.

- 3) For classifications where there are eleven (11) to fifty (50) 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 involuntary layoff, whichever is greater.
- 4) For classifications where there are fifty-one (51) or more regular employees, the Low Senior Job Roster will consist of the jobs held by the fifteen (15) least senior employees in the classification or the number of employees in the job classification initially subject to involuntary layoff, whichever is greater.

Either party may request in writing to meet and negotiate over Section 8.04(h) the Low Senior Job Roster, when small classifications (five (5) or fewer incumbents) are potentially affected by lay-off or job class elimination.

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 (1) of the three (3) least senior employees holds two (2) regular positions, the minimum Low Senior Job Roster of four (4) positions would be the regular positions held by the three (3) least senior employees in the job classification.

Section 8.04(i) Job Classification. The term job classification shall mean the job titles as listed in the Wage Schedule (Appendix "A") attached to this Agreement.

Section 8.05 Implementation of a KFHPWA Initiative and/or Restructure and/or Closure. The following terms, conditions and/or procedures will be used whenever the Employer's initiatives, restructures and/or closures of a work unit impact OPEIU bargaining unit members for the duration of this Agreement. The term "impact" as used in this Agreement means the elimination of any OPEIU bargaining unit position, bargaining unit members having a reduction of more than .2 in FTE, the relocation of an employee or a work unit and/or will require the use of temporary employees beyond three (3) months. The parties agree to bargain over those issues very unique to each initiative. It is not the intent of the parties to apply these terms to isolated instances involving the reduction of a FTE or the elimination of unfilled positions. This section does not waive any duty to bargain that may otherwise exist as a result of an initiative, restructure and/or work unit closure.

- 1) The Union will be notified in writing at least sixty (60) days prior to implementing an initiative that impacts OPEIU bargaining unit members and their work, as defined above.

- 2) Within two (2) weeks following notification of an initiative, restructure and/or closure of a work unit, the Union will be provided a written “Explanation of Initiative” and the necessary preliminary data to assess the impact, including:
 - (a) a summary of initiative/restructure/closure;
 - (b) the implementation date of an initiative;
 - (c) the impacted work units;
 - (d) a description of the FTEs to be reduced, eliminated and/or moved to another location, including work location and manager;
 - (e) the names and FTE of the employees in the impacted classifications(s) in the impacted work unit(s) and the seniority roster of each impacted classification;
 - (f) the positions and classifications that will be remaining after the initiative/restructuring/closure (future model positions) are implemented, including the FTE and shift hours of each position.
 - (g) the initial utilization plan for using temporary employees.
- 3) If more than one (1) classification is impacted in the same work unit, the bidding will begin with the highest paid classification impacted by the initiative/restructuring/closure.
- 4) For bargaining unit employees in a classification impacted by the Employer’s initiative, restructure or closure, re-bidding shall be done by order of seniority within the entire classification KFHPWA wide if more than ten percent (10%) of the classification is impacted. If less than ten percent (10%) of a job classification is impacted, a rebid by order of seniority within the impacted classification at the impacted facility will be done. If an initiative is to be rolled out to more than one (1) Employer facility, the seniority lists of each impacted classification at the impacted facilities will be combined into one (1) seniority list for purposes of re-bid or layoff.

On the basis of seniority (KFHPWA wide if more than ten percent (10%) of the job classification is impacted or within their facility if less than ten percent (10%) of the job classification is impacted), employees may select one (1) of the following options:

- (a) A severance package, if available;
- (b) One (1) of the remaining positions (future model positions) in their impacted classification – within their facility if less than ten

percent (10%) of the classification is impacted or KFHPWA wide if more than ten percent (10%) of the classification is impacted; or

- (c) A vacancy in their same classification; or
- (d) If no comparable position is available, bump a less senior person off the KFHPWA wide Low Senior Roster or bump a less senior person off the Probationary Roster from the same geographic area. This Probationary Roster will consist of employees in the impacted classification who have less than six (6) months' service at the time of bidding and the number of employees on this roster will be equal to the number of employees that are on the Low Senior Roster.

If there are no comparable positions to select from either the Low Senior Roster or the Probationary Roster, they may take a severance package with recall rights.

After the initial selection is completed, the next most senior employee shall be offered voluntary layoff or a severance or the right to select a position by again counting the number of remaining positions and severance packages until all impacted employees make a selection. Employee decisions made during this selection process are binding and cannot be reversed. All moves required by this process will be made according to the Employer's schedule.

- 5) The Low Senior Roster will include only the least senior positions remaining after the implementation of an initiative and will be reduced by one (1) position, that position being the most senior position, for each severance package selected. The Union will be provided low senior rosters with the incumbent names included – for informational purposes only.
- 6) The Employer and the Union will jointly sponsor all training sessions about the bidding process and each re-bid. These events shall be scheduled between the Employer and Union Representatives at least four (4) weeks of the training or bidding and shall be held at locations so that impacted employees may attend during work hours. Impacted employees on paid time off shall receive re-bid training from their manager upon their return. Low senior roster employees shall be notified by the Employer of their position on the Low Senior Roster.
- 7) At least five (5) work days prior to the commencement of each training period and at least three (3) days before each phase of the re-bid process, the Employer will provide the Union with all informational materials to be distributed to employees at each event. Such information shall include:

- (a) A list of the remaining positions in each impacted classification including FTE, work schedule, brief description of work, supervisor and estimated longevity of the position, if known;
 - (b) A seniority list for each impacted classification, including seniority dates, FTEs, and work locations of each employee;
 - (c) The most current list of the Employer vacancies for impacted classification(s);
 - (d) Commuting and transportation options for impacted employees, including public transportation and van pooling information;
 - (e) The low senior roster for each impacted classification.
- 8) Employees will have at least five (5) calendar days after attending a re-bid training before beginning the re-bid process and deciding which option to select.
- 9) After the job bidding occurs and the Union is notified in writing of the results, employees and the Union will be provided at least four (4) weeks' written notice prior to the elimination of any positions, the reduction of any positions or the relocation of any positions outside their comparable geographic area. Impacted employees shall be guaranteed pay and benefits at their current FTE through the scheduled date of implementation, unless the employee initiates an earlier separation or transfers within KFHPWA.
- 10) Temporary employees (Limited Duration Employees) may be used to effectuate the implementation of an initiative for up to a total of twelve (12) months. Temporary (Limited Duration Employees) who work a regular schedule of .5 FTE or more in an impacted work area/unit shall receive medical benefits for themselves and shall be paid for KFHPWA designated holidays. (Limited Duration employees are eligible for temporary pay increments described in 10.11(b) and the temporary premium pay described in 10.11(a) if receiving no benefits.)
- 11) Managers will make every effort to accommodate vacation requests for impacted and transferred employees.
- 12) Sixteen (16) hours of paid time, prorated for part-time employees, shall be provided for outplacement assistance and job search efforts for those employees being laid off, either voluntary or involuntary.
- 13) Proposed changes in shifts in excess of one (1) hour or reduction in FTEs of more than .2 prior to six (6) months following implementation of the Employer's initiative/restructure/closure, shall allow impacted employees to seek other positions in accordance with the Collective Bargaining Agreement.

- 14) Transferred employees will have up to six (6) weeks to succeed in their new positions or be subject to layoff with severance benefits with no recall rights.
- 15) Impacted employees designated for layoff will have preference for vacant internal positions in the bargaining unit prior to consideration of external employees, non-impacted employees and temporary employees, if in the Employer's judgment, the impacted employees' skills and abilities are substantially equal.
- 16) If an initiative is rolled out over time and as each impacted work unit goes live, employees in that work unit, who had previously selected severance and are still working, may, by seniority, transfer into a posted vacant regular position of limited duration in their same classification to extend their employment as regular employees with no changes to their benefit status. Their severance will begin at a new and later date, once the position they transferred into ends.

Section 8.06 Exception to Implementing Layoff Procedures. In the event of a single position elimination in a particular classification, the employee whose position is to be eliminated will be reassigned to any existing comparable vacancy for which the employee is qualified, prior to implementing layoff procedures. If layoff is necessary, affected employees shall be given at least four (4) weeks' written notice prior to the elimination of any positions.

Section 8.07 Voluntarily Severing Employment Due to Layoffs. Prior to implementing a layoff, the Employer will offer eligible employees the job classification in the work unit where layoffs are planned, the opportunity to voluntarily terminate their employment and accept severance benefits in accordance with the Employer's Policy on Separation Assistance as further described below. The number of volunteers may not exceed the number of planned reductions (FTE/number of positions). Any employee who meets eligibility requirements may volunteer, providing, that in the Employer's judgment, the remaining employees are qualified to perform the required work. In the event more employees volunteer than needed, more senior employees will be accepted as volunteers, providing, that in the Employer's judgment, the remaining employees are qualified to perform the required work.

Section 8.08 Severance Benefits. Benefits will consist of severance pay and extended medical benefits.

- (a) Severance Pay: 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.

- (b) Extended Medical Benefits: Employees subject to severance will receive KFHPWA-paid COBRA medical severance coverage for a period of twelve (12) months, beginning the first of the month following the employee's KFHPWA employment termination date. In order to be eligible for the KFHPWA-paid medical severance benefit, the employee must complete the COBRA Election Form and return it to the COBRA Administrator. If the employee does not complete the COBRA Election Form and postmark it to the COBRA Administrator within sixty (60) days of the date of the COBRA offer, the employee will lose the right to elect KFHPWA-paid COBRA medical severance. This twelve (12) months of KFHPWA-paid COBRA medical coverage comprises the first twelve (12) months of COBRA eligibility
- (c) Medicare and COBRA: If the employee or their enrolled family member becomes eligible for and enrolls in Medicare while enrolled in KFHPWA-paid COBRA medical severance, then the Medicare-eligible individual will lose the KFHPWA-paid COBRA medical severance benefit upon Medicare enrollment.

Section 8.09 Layoff Options. An employee subject to layoff will have the following options:

- (a) The employee may choose any vacancy in the employee's job classification for which the employee is qualified.
- (b) In the event there is no comparable vacancy for which the employee is qualified, the employee may choose a position from the appropriate Low Senior Job Roster for which the employee is qualified.
- (c) The employee may choose layoff with recall rights and layoff benefits in accordance with the Employer's policy.

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 and severance benefits, providing the employee is eligible under the terms of the policy.

Section 8.10 Hours Reduction. In the event of a reduction in hours which results in a change in FTE status, 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 FTE resulting in a loss of employee or dependent medical insurance coverage will be placed on the recall roster for a period of eighteen (18) months,

subject to the requirements of Sections 8.10 and 8.11. The Employer will continue to provide dependent or employee medical coverage for the first month in which the employee and/or the employee's dependents are no longer eligible as a result of an involuntary FTE reduction under this section of the Agreement.

An employee who is assigned to a .5 or more FTE status whose hours are involuntarily reduced more than .25 FTE shall have the following options:

- (a) The employee may retain the current position with the reduction in FTE status. Any employee choosing this option may elect to be placed on the recall roster for a period of eighteen (18) months. Failure at anytime going forward to accept a position comparable to that held prior to the hours reduction or to satisfy the obligations of employees on recall under Section 8.10(b) will result in termination of recall rights.
- (b) By seniority, the employee may choose any vacant position in their classification which is available after internal posting under Section 7.02 and for which the employee is qualified.
- (c) If there is no comparable vacancy for which the employee is qualified, the employee may choose any position from the appropriate Low Senior Job Roster, providing the employee is qualified.
- (d) Be laid off with recall rights.

In the event additional regular hours in a classification become available on a continuing basis in a department or facility, the Employer will make a good faith effort to 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 in the Employer's judgment the assignment of hours best satisfies staffing, scheduling and other operational and patient needs.

Section 8.10(a) Recall Procedure. Employees who have been laid off pursuant to Section 8.09 or experienced a qualifying hours reduction under Section 8.10 shall be subject to recall for a period of eighteen (18) months to regular job openings in their former classification for which they are qualified in order of seniority after internal job posting under Section 7.02. Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Any final notice of recall to a comparable position to an employee who has been laid off shall be made by certified mail and regular mail to the last known address of the employee. Employees on recall continue to be eligible to apply for positions in other job classifications for which they may be qualified through the usual internal transfer process.

Section 8.10(b) Obligations of Employees on Recall:

- 1) Current Address/Phone Number. Employees on recall shall provide and keep updated a current address and telephone number(s) where the employee can be reached. The employee's right to recall to a particular non-comparable vacancy will be waived if the Employer, using the phone number on record, is unable to reach the employee after two (2) business days.
- 2) Statement of Continued Interest. Employees who have been on recall for twelve (12) 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 thirteenth (13th) month and on a monthly basis thereafter. The Employer will notify the employee in writing of this obligation on the 12th month anniversary of being on recall. If the employee fails to meet this requirement by the first (1st) business day of each month, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.
- 3) Respond Timely to Final Recall Notice. Employees on recall must respond within seven (7) business days of the Employer's mailing of a final notice of recall (by certified letter and regular mail) to a comparable vacancy. If the employee fails to respond within seven (7) business days, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.
- 4) Notify Human Resources of Acceptance of Another Position. Employees on recall must provide Human Resources with timely notice in the event the employee accepts a regular position in another job classification through the usual internal transfer process. If the employee accepts a regular position in another classification, the employee's name will be eliminated from the recall list and the Employer's recall obligations shall terminate.

Section 8.11 Preference for Temporary Hours. Regular employees subject to a permanent or prolonged schedule change which reduces hours of work by .25 FTE or more will be given preference for temporary work to supplement their existing work, provided the employee is qualified in the judgment of the Employer 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 employees' interest and availability.

ARTICLE 9

HOURS OF WORK - OVERTIME

Section 9.01 Workday. A normal workday shall consist of eight (8) hours of work to be completed within nine (9) consecutive hours.

Section 9.02 Work Week. The normal work week shall consist of forty (40) hours of work in a seven (7) day period. The work period for urgent care employees may consist of eighty (80) hours of work within a fourteen (14) day period with the consent of the employee. A fourteen (14) day work period will provide for two (2) consecutive days off unless otherwise agreed to by the employee.

Section 9.03 Overtime. The Employer will use its best efforts to notify employees of overtime requirements within a reasonable time before the end of the shift. 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 workday of eight (8) or more hours in duration or the normal work period. Except by mutual agreement or in accordance with this Agreement, the Employer will not change regularly scheduled hours of work solely for the purpose of avoiding 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 as of the end of the scheduled shift and shall be calculated to the nearest fifteen (15) minutes. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the scheduled shift.

Work performed on any seventh (7th) consecutive day without a twenty-four (24) hour period of off duty time in the seven (7) days shall be compensated for at the rate of double the straight-time hourly rate of pay for the classification involved in the event that a seven (7) day work period is utilized. After the seventh (7th) day, the employee will be compensated at the regular hourly rate until such time as the employee works for seven (7) consecutive days again. PTO, EIB and all other categories of paid leaves shall be excluded from the calculation of overtime and doubletime.

By mutual agreement between Employer and employee, compensatory time off may be scheduled in lieu of receiving overtime pay providing the time off is scheduled during the same 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. There shall be no pyramiding or duplication of overtime pay, holiday pay and/or callback pay which will result in triple time pay. Overtime worked consecutive to the regularly scheduled shift is considered part of the regularly scheduled shift for purposes of computing overtime compensation.

Section 9.04 Assignment of Overtime. The Employer will first attempt to meet its overtime requirements on a voluntary basis by seniority of those in the same classification and work unit, provided the employee is qualified to perform the required work. When no volunteers are available, overtime shall be assigned in the order of reverse seniority within the same classification

and work unit on a rotating basis taking into consideration the employee's regular work schedule and provided the employee is qualified to perform the required work. The term "qualified" and "work unit" shall have the same meanings as set forth in Article 8.

If a full-time employee is routinely required to work more than twenty (20) hours of overtime in a pay period, the Employer will meet with the Union to resolve the issue, if requested.

Section 9.05 Rest Periods. Employees shall receive a total of fifteen (15) minutes break during each four (4) hour period of work. When possible, such rest periods shall be taken on an uninterrupted basis as nearly as practical during the middle of each four (4) hour period of work, taking into consideration the primary concern of adequate department coverage and patient requirements. Breaks may be taken on an intermittent basis with the mutual agreement between the supervisor and employee.

Section 9.06 Alternative Schedules and Flex-Time. When mutually agreeable to the Employer and the employee, a normal workday may consist of ten (10) hours when the workweek schedule is based on four (4) ten (10) hour days. Work schedules not specified in this Agreement or any Addenda hereto may be established by the Employer with the consent of the Union. When an employee requests an alternative work schedule, the Employer may agree with the request as long as such schedule does not displace an established shift of another employee without the consent of the employee displaced. Where more than two (2) employees are involved, the employee requested alternative schedule may be established when a majority of the employees affected consent. 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 alternate work schedule, in accordance with Section 9.08. The Employer agrees to give reasonable consideration to employee requests for flex-time and alternative work schedules, given employee interests and workplace needs.

Section 9.07 Notification of Shift or Schedule Changes. The Employer will notify the employee thirty (30) days in advance of any extended change of one (1) or more hours in work schedules or shifts. This Section does not apply to employees who have flexible schedules.

Section 9.08 Rest Between Shifts (RBS). 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. Employees who miss their next regular shift due to an unscheduled absence more than once in a rolling year after volunteering for an additional shift that includes overtime or RBS pay will not be allowed to volunteer for additional shifts that include overtime or RBS pay for three (3) months from

the time of the second missed shift.

Section 9.09 Low Census/Low Need. During a period of temporary low census or low need, the Employer will seek out volunteers to take time off as either unpaid leave with benefits or paid time off (PTO) as determined by the employee, before determining and implementing the reduced staffing schedule required. When not enough volunteers are available, the necessary involuntary staff reduction will be scheduled off on a seniority basis by department or facility, classification and shift, providing the skill, competence and ability of employees within that facility are substantially equal. Temporary employees will not be employed when a regular employee subject to low census/low need is qualified to perform the work of the temporary employee. Prior to any, involuntary staff reduction during a period of temporary low census or low need, the Employer will use its best efforts to find alternative work at that location for the affected employees.

Section 9.10 Days Off/Full-time Work Schedule. If a full-time employee is routinely required to work more than five (5) days per week, the Employer will meet with the Union to resolve the issue, if requested.

ARTICLE 10

CLASSIFICATIONS AND RATES OF PAY

Section 10.01 Wage Schedule. Appendix "A" attached hereto, and made a part of this Agreement, is the wage schedule that shall be effective on the dates indicated therein. This Agreement shall not preclude the Employer at its option from paying more than the contract rate of pay. The wage schedules will be updated each year in accordance with the terms agreed to in the Coalition National Agreement.

- (a) Employees will advance one (1) step at their anniversary date.
- (b) Any time worked after twelve (12) consecutive mandatory coverage hours shall receive overtime at the rate of double their rate of pay.

Section 10.02 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's Human Resources Department will provide an employee with a copy of the current job description for his/her general classification upon request. The Employer will notify the Union in writing of any new classifications to be covered by this Agreement in accordance with Article 1 of this Agreement. An employee may request of supervision at any time that the employee's employment status or job classification be reviewed. The Employer will act promptly on requests for review and will notify the employee within thirty (30) days as to its decision concerning such request.

Section 10.03 Present Conditions. No employee shall be subject to a reduction in hourly wage rates because of this Agreement; provided, however, this provision shall not apply if the conditions under which the original Agreement was made have changed, or should an employee be reclassified to another job classification in this contract.

Section 10.04(a) Shift Differential. Effective the first full pay period following ratification of this Agreement, all employees who start their shift at ten (10:00 a.m.) or later will receive shift 2 differential for their entire shift when three and one-half (3 1/2) or more of their hours worked fall between 3:00 p.m. and 11:30 p.m. Shift 2 differential is two dollars and twenty-five cents (\$2.25) per hour in addition to the regular hourly rate.

All employees who start their shift at ten (10:00 a.m.) or later will receive shift 3 differential for their entire shift when three and one-half (3 1/2) or more of their hours worked fall between 11:00 p.m. and 7:30 a.m. Shift 3 differential is three dollars (\$3.00) per hour in addition to the regular hourly rate.

All employees who have at least three and one-half (3 1/2) hours in both the shift 2 zone and the shift 3 zone shall receive shift 3 for their entire shift.

All employees who start their shift before ten (10:00 a.m.) shall be paid shift 2 differential for one (1) or more hours worked after 5:30 p.m. and the differential will pay starting from 5:30 p.m.

Meal periods shall be considered work time for purposes of this Section.

Section 10.04(b) Weekend Premium. Effective the first full payroll period following ratification, employees shall be paid a premium of two dollars and fifty cents (\$2.50) for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as the hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

Section 10.05 Report Pay. Any employee who is ordered to report to work, or who is scheduled to work and permitted to come to work without receiving prior notice that no work is available, shall receive pay for four (4) hours' work at the regular rate of pay. It shall be the responsibility of each employee to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the Employer from these notification requirements. This section is not intended to limit the number of hours of work that may be scheduled in any one (1) day. 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 required.

Section 10.06 Standby Pay. Employees placed on standby status off the

premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour.

Section 10.07 Work in Higher Classification. Any employee who is required to perform the work of a higher classification for one (1) hour or more within a day shall be paid for the time worked at the higher classification rate of pay.

Section 10.08 Promotions, Demotions, Transfers. Employees promoted to a higher classification shall be placed at the nearest step in the new classification wage range which would provide for a minimum increase of three percent (3%), not to exceed the top of the new range. An employee's anniversary date used for longevity increases shall not change as a result of promotion to a higher classification. If an employee transfers to a lower paying classification or a different classification in the same pay grade, there shall be no change in the employee's step or anniversary date.

A promotion or transfer shall go into effect no later than two (2) weeks following an employee's selection, unless otherwise mutually agreed to by the Employer and impacted employee.

Section 10.09 Lead Pay. Employees assigned lead responsibilities by the Employer shall receive two dollars and twenty-five cents (\$2.25) per hour in addition to the contract rate of pay.

Section 10.10 Mentor Pay. Employees assigned Mentor responsibilities by the Employer shall receive one dollar (\$1.00) per hour in addition to the contract rate of pay.

Section 10.11(a) Temporary Premium. Employees classified as temporary, except Western Washington temporary PARs who have a separate pay scale in Appendix "A," shall receive one dollar (\$1.00) per hour in addition to the base rate of pay. Temporary employees shall not receive any benefits provided for in this Agreement except as described in Section 6.05 and Section 8.05 #10.

Section 10.11(b) Temporary Employee Pay Increments. Effective the first full pay period on or after every January 1, temporary employees who have worked at least five hundred (500) hours during the previous calendar year will be eligible for a longevity increment (step increase) on their anniversary date in the new year.

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

Section 10.11(c) Minimum Use. Temporary employees used for relief for other short periods of employment will be paid a minimum of three (3) hours.

Section 10.12 Mileage. Whenever any employee is required to work in more than one (1) location during the same day, travel time between locations shall be regarded as time worked. Allowable travel expenses shall be reimbursed at the current Employer rate.

Section 10.13 Mandatory Meetings/Training. The Employer will pay both travel time and mileage in accordance with the Employer's policy for employees traveling between the Metropolitan areas to mandatory training and/or meetings whether the training or meeting occurs on the employee's regularly scheduled shift or not. If an employee is required to attend a mandatory meeting or training on a regularly scheduled day off, the employee shall receive a minimum of four (4) hours of pay at the appropriate rate.

Section 10.14 Back Pay Adjustments. Effective January 1, 2006, if a back pay adjustment is determined to be appropriate by the Employer as a result of an error in the application of the terms of this Agreement, the amount of the adjustment will be calculated from the date on which the error commenced and will end on the date on which the error is corrected; provided that the maximum period of time for which the Employer is liable is two (2) years.

Section 10.15 Electronic Deposit of Pay. Employees shall sign-up for electronic deposit of pay upon hire or within thirty (30) calendar days of ratification of this Agreement.

Section 10.16 Recognition for Past Experience. Employees hired during the term of this Agreement shall be compensated at a wage level as determined by the Employer using the applicant's recent continuous experience in accordance with the following plan:

- (a) Employees with two (2) or more years of continuous recent experience shall be employed at not less than the second (2nd) step.
- (b) Employees with four (4) or more years of continuous recent experience shall be employed at not less than the third (3rd) step.
- (c) Employees with six (6) or more years of continuous recent experience shall be employed at not less than the fourth (4th) step.
- (d) Employees with eight (8) or more years of continuous recent experience shall be employed at not less than the fifth (5th) step.

For purposes of this section, recent continuous experience shall be defined as comparable experience performing the essential duties of the employee's newly hired position.

ARTICLE 11

HOLIDAYS

Section 11.01 The following holidays shall be granted with regular pay including shift differential to regular employees only (this pay is referred to as the Holiday Pay Benefit):

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

To be eligible to receive Holiday Pay Benefit, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with the prior approval for such absence on those regularly scheduled working days.

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 it.

Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations. The Employer will schedule holidays off up to thirty (30) days prior to, or following, the holiday. If this cannot be accomplished, the Employer will pay for the holiday.

Section 11.01(a) Holiday Pay Benefit for Observed Holidays on an Employee's Scheduled Workday. The employee will receive the holiday pay benefit for the hours that the employee would normally have been scheduled but for the holiday or, if mutually agreeable, a compensatory day off with regular pay may be taken within a thirty (30) calendar day period.

Section 11.01(b) Holiday Pay Benefit for Observed Holidays on an Employee's Scheduled Day Off. If an observed holiday falls on an employee's regularly scheduled day off, the holiday pay benefit (or compensatory day instead) will be prorated by FTE and shall be calculated by multiplying the employee's assigned FTE times the average shift lengths. For example: Employee assigned a .45 FTE normally works two (2) eight (8) hour shifts and two (2) ten (10) hour shifts has an average

shift length of nine (9) hours. Holiday pay is calculated by multiplying forty-five percent (45%) by nine (9) to equal 4.05 hours.

The holiday pay benefit will only apply for observed holidays.

The holiday pay benefit for third (3rd) shift employees shall be paid according to Section 11.01(a) when the majority of the employee's scheduled work hours are on the observed holiday.

When the actual and observed holiday occur on the same day, the observed holiday language will apply.

Section 11.02 Assignment of Holiday Work. For departments opened on actual and/or observed holidays, any regular or probationary employees regularly scheduled to work that day will be assigned the holiday unless they request not to work. An employee's request to not work on their assigned holiday must be made at least thirty (30) calendar days prior to the holiday and applies to any shift that day. Thereafter, available holiday shifts will be posted for five (5) business days. These available holiday shifts will be assigned to the most senior qualified employee volunteering to work. If there are no qualified or sufficient number of volunteers for an available shift, work on a holiday will remain assigned to the employee(s) originally assigned to work that shift.

When an employee's request is approved for an observed holiday, the employee shall be paid the holiday pay benefit per Section 11.01(a) and will not use PTO.

When an employee's request is approved for an actual holiday, the employee shall take PTO. If the employee does not have adequate PTO to cover the day, the leave will be Leave with Benefits (LWB) and shall not count as an occurrence.

When the number of holiday shifts is fewer than on a normal work day, work assignments will be made by seniority from the staff normally scheduled to work that day.

Section 11.03 Pay for Actual and Observed Holiday Worked. Any regular or probationary employee working on an actual and/or observed holiday shall be paid one and one-half (1 1/2) times the regular rate of pay for the hours scheduled to be worked on the holiday unless the employee voluntarily leaves early, in which case pay will be based on hours worked.

Section 11.04 Observed Holiday During Vacation. If an observed holiday falls during an employee's vacation, the employee will receive holiday pay benefit for the day.

Section 11.05 Holiday Limitations. The provisions of this Article shall not accrue to the benefit of an employee on leave of absence or layoff except

that an employee absent from work due to illness or injury shall be entitled to holiday benefits for a holiday occurring during a period of illness in which the employee is entitled to PTO or EIB leave.

Section 11.06 Additional Closures Adjacent to Holidays. When a department closes on a day before or after an actual or observed holiday when it would normally be open, such as the Friday after Thanksgiving, an employee will be provided the opportunity to exercise one (1) of the following options:

- 1) Impacted employees may ask their Manager to be assigned work they are qualified to do if available within their facility, as determined by the Employer and paid at the appropriate rate of pay; or
- 2) The employee may take unpaid time off as Leave with Benefits (LWB) without earning an attendance occurrence; or
- 3) The employee may use accrued PTO for the day.

Managers shall respond within five (5) business days of an employee's request.

ARTICLE 12

PAID TIME OFF (PTO)

Section 12.01 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.

Section 12.02 Definitions.

Section 12.02.1 Paid Time Off Accrual. To be used for employee's illness, family illness, vacation, family emergencies or other personal business.

Section 12.02.2 Request for PTO. The Employer will make a good faith effort to accommodate requests for PTO. An employee whose PTO request is denied may request a written statement explaining the reason for the denial.

Section 12.02.3 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 (if the Employer approves an absence, no occurrence will be applied to the employee's attendance record);

Section 12.02.3.1 Absences of Less Than Five (5) Days. Any absence

taken with less than forty-eight (48) hours (2) days' advance notice.

Section 12.02.3.2 Absences of Five (5) Days or Longer. Any absence taken with less than fourteen (14) days' advance notice.

Section 12.02.4 Maximum PTO Accrual. PTO hours shall 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 PTO balance falls below one hundred fifty percent (150%) of the employee's annual accrual, the accrual of PTO hours would resume.

Section 12.03 Eligibility. All regular employees shall accrue hours under the Paid Time Off (PTO) Plan from their date of employment or date of transfer to the Paid Time Off Plan. PTO accrual hours may be used as accrued.

Section 12.04 Accrual Schedule. The combined accrual schedule is as follows:

Beginning of	Full-Time/pay period	Yearly Total	Part-Time
1-2 years	4.9200 hours	16 working days	.0615 hrs/hr
3 years	5.5440 hours	18 working days	.0693 hrs/hr
4-5 years	7.3760 hours	24 working days	.0922 hrs/hr
6-7 years	7.6960 hours	25 working days	.0962 hrs/hr
8-9 years	8.000 hours	26 working days	.1000 hrs/hr
10-11 years	8.3040 hours	27 working days	.1038 hrs/hr
12+ years	8.9200 hours	29 working days	.1115 hrs/hr

Section 12.05 PTO Pay. PTO pay shall be the rate of pay the employee would have received had the employee worked during the time of PTO.

Section 12.06 Use of Paid Time Off Accrued Hours. Paid Time Off hours may be taken in quarter hour, hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences.

Section 12.07 PTO/Vacation Scheduling. The vacation year shall be based upon an employee's anniversary date. Employees may schedule and take PTO as vacation to the extent it has been earned. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the work unit and the continuity of patient care. The Employer will make a good faith effort to secure adequate staffing to

provide improved vacation scheduling opportunities. The Employer will make a good faith effort to use temporary employees (TPTs) and Flexible Alternative Staffing Team (FAST) employees to staff peak vacation and holiday times. Employees will be allowed at least a minimum of a single week vacation (seven (7) consecutive days) when requested by the employee during the vacation posting period described in Section 12.07(a). Seniority shall prevail on vacation selections.

Section 12.07(a) PTO/Vacation Posting Period. Vacations shall be scheduled by seniority within department or work unit during the selection periods of January 1 through February 14 following the workplace discussion described within this section and 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 must be made no later than February 14 of each year for the vacation period of May 15 through May 14 of the following year and will be scheduled at a mutually agreeable time. Employees who fail to register their vacations selection during the posting period will forfeit their seniority rights concerning vacation schedules. The Employer will issue an approved listing of vacations by the first Monday in March. The Employer shall retain the list of all initial requests denied during the selection period to be used when requests are made outside the posting period.

Recognizing the interest in attaining workable, fair solutions and fostering productive workplace relationships, the Employer and the Union will promote workplace discussions regarding time off for holidays and vacation days surrounding them. These discussions will take place at least two (2) weeks prior to the end of the posting period. Participants will recognize the staffing and operational needs of the Employer and the personal family needs of their co-workers. The Union and Employer will encourage equitable rotation of holidays and surrounding vacation days.

Section 12.07(b) PTO/Vacation Requests Outside Posting Period. After February 14, vacation requests will be approved or denied at least six (6) weeks before the requested time off. When requests for vacations are made with less than six (6) weeks' notice, the Employer will make a good faith effort to respond within seven (7) working days of the request. If previously denied vacation time becomes available after the January 1 through February 14 posting period, the Employer will first refer to the denied vacation requests and offer the available time by order of seniority to employees who had a PTO request denied for the now available vacation time period.

Section 12.08 Conversion of Unused Paid Time Off. During the Open Enrollment Period, employees may elect to transfer up to a total of forty-eight (48) hours from the current year's PTO accrual to their EIB account at 100% value. The minimum transfer to EIB is one (1) hour. PTO account balances may not go under eighty (80) hours. In order to exercise this election, eligible employees must notify the Human Resources

Department within the Benefits Open Enrollment Period of their election to convert current year's accrual to EIB. The EIB hours will accumulate year-to-year to a maximum of five hundred (500) hours.

ARTICLE 13

INSURANCE

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 day of the month following the date of hire into continuous eligible 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 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.

Section 13.01.1 Eligibility. Regular and probationary employees employed at .26 to .49 FTE and enrolled in the medical plan at contract ratification, shall remain eligible for medical insurance coverage during the term of this Agreement. However, if such employees' FTE's subsequently increase to a .5 FTE or above, the employees will become ineligible for coverage if they later voluntarily transfer to a position of less than .5 FTE.

Section 13.01.2 Medical Plan Description. Through December 31, 2021, Employees and their dependents will be covered by the Total Health Plan negotiated by the Benefits Coalition and subject to the Memorandum of Understanding. If the Employer decides to modify this Plan, it will provide the Union with at least thirty (30) days' written notice.

The Employer will provide the following vision benefit to all eligible staff and dependents who are enrolled in the medical plan: Optical/lenses and frames – eyeglass frames, lenses, lens options such as tinting or prescription contact lenses, contact lens evaluations and examinations associated with their fitting, are covered up to one hundred fifty dollars (\$150) in a twelve (12) month period per enrollee.

Section 13.01.3 Employee Premium Sharing. Eligible employees shall contribute to the premium expense for the Total Health Plan in accordance with the Memorandum of Understanding negotiated by the Benefits Coalition.

Section 13.02 Dental Insurance. The Employer shall continue to provide

its PPO Dental Program for each regular full-time employee and each regular part-time employee assigned a .5 FTE or more from the first of the month following two (2) months of regular employment, subject to the conditions set forth in that plan and the employee's agreement to make the required contribution through December 31, 2021. The Employer will provide coverage under the Employer's Choices Dental Plans for each regular full-time employee and regular part-time employee assigned a .5 or more FTE, subject to the terms and conditions set forth in that Plan and the employee's agreement to make the required contribution. Employees shall be eligible for dental coverage the first of the month following two (2) calendar months of employment. The Employer shall provide dental coverage for dependents of regular employees assigned a .75 or more FTE pursuant to eligibility requirements outlined in the Plan. Employees may select their desired plan and pay the associated premiums for that plan through a pre-tax payroll deduction. Premiums for OPEIU bargaining unit employees shall be a composite rate, with all employees paying the same premium, regardless of the number of individuals covered.

Section 13.03 Workers' Compensation. All employees subject to this Agreement shall be covered by State Industrial Accident Insurance and Medical Aid, or equivalent insurance, as provided for in RCW 51.04 et seq.

Upon completion of twelve (12) months of regular employment, employees assigned a .75 FTE or more on a leave of absence due to an on-the-job injury shall continue to receive Employer-paid medical coverage for themselves and their eligible dependents for a period of up to six (6) months.

Section 13.04 Life Insurance. The Employer shall provide life insurance in the amount of fifteen thousand dollars (\$15,000) for each regular employee assigned a .75 FTE or more subject to the conditions set forth in that plan. This amount will be reduced by forty percent (40%) at age sixty-five (65). The employee may have the option of purchasing supplemental coverage as may be available under the Plan. Eligibility for the benefits of this program shall commence for each regular employee assigned a .75 FTE or more the first day of the month following completion of thirty-one (31) calendar days of employment with the Employer.

Section 13.05 Short-term Disability Payments. A weekly benefit of one hundred dollars (\$100) will be payable to regular employees assigned at least a .75 FTE or more who become totally disabled and unable to work and are under the care of a physician who is legally licensed to practice medicine are unable to work by reason of any disability injury or illness not arising out of or in the course of employment, and who are not entitled to benefits under Workers' Compensation Laws. These benefit payments will be payable commencing on the fourteenth (14th) day of disability or after accrued sick leave has been exhausted, whichever is later. Benefit payments will continue during the period of disability for a maximum of thirteen (13) weeks or until the employee's return to work, whichever is

earlier.

Section 13.05.1 Section 13.05 above entitled Short-term Disability Payments will be eliminated when the Employer provides access to a short term disability supplemental insurance plan to employees through payroll deduction. Such plan will be one hundred percent (100%) paid for by the employee through payroll deduction using pre-taxed dollars.

Section 13.06 Long-term Disability. Subject to minimum enrollment and other insurer requirements, the Employer shall provide Long Term Disability insurance (as currently available) to employees with a minimum of .75 FTE. Employees shall pay eighty percent (80%) and Employer twenty percent (20%) of the premium.

Section 13.07 Retiree Medical. The Employer will continue to offer its Retiree Medical Plan coverage for eligible employees.

Section 13.07(a) Continued Coverage. Employees who retire before age sixty-five (65) and continue medical coverage by utilizing COBRA will be eligible to participate in the Employer's individual plan without medical screening if they have exhausted their COBRA coverage.

ARTICLE 14

EXTENDED ILLNESS BANK (EIB) HOURS

Section 14.01 Extended Illness Bank (EIB). Employees shall accrue forty-eight (48) hours per year (pro-rated 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). Employees with existing (as of the date of contract ratification) accrued EIB hours in excess of five hundred (500) will retain and utilize those hours first, and will not accrue additional hours until their accrual is below five hundred (500).

EIB hours may be used in the event of an illness lasting longer than sixteen (16) consecutive scheduled work hours (pro-rated for part-time employees). The first sixteen (16) consecutive hours of scheduled work time (pro-rated for part-time employees) missed due to an illness shall be deducted from the employee's PTO account; all subsequent hours of absence due to the same illness may be taken from the EIB. For example, an employee assigned a .5 FTE, may access EIB after the first eight (8) consecutive hours of scheduled work are missed due to an illness. (.5 FTE x sixteen (16) work hours = eight (8) hours.)

Employees will use sixteen (16) consecutive hours of PTO (pro-rated for

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

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

- 1) Occupational Injury. In the event an employee has no accrued PTO, and incurs an occupational injury for which the employee is eligible for workers compensation insurance, then the employee will have access to his/her EIB accrual at the first day of absence due to the occupational injury if requested by the employee. Otherwise, the time shall be unpaid.
- 2) Relapse. In the event an employee or their qualified family member (as defined in the Washington State Family Care Act) 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) 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.
- 4) Ten (10)-Day Absence. In the event an employee or their qualified family member (as defined in the Washington State Family Care Act) has an extended illness lasting ten (10) calendar days or more, 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.

- 5) Hospitalization. In the event an employee or their qualified family member (as defined by the Washington State Family Care Act) is hospitalized overnight, the employee will have access to the EIB accrual on the first (1st) day of absence due to the hospitalization. Time off due to outpatient surgery, if requiring five (5) or more calendar days of recovery, will also be paid from the employee's EIB account.

Section 14.02 Paid Time Off Compensation. Accrued Paid Time Off as appropriate shall be payable at the employee's regular rate of pay on the first (1st) day of bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of the employee or the employee's dependent child, spouse, parent, parent-in-law, or grandparent, pursuant to state law. Employees scheduled to work the first shift shall be required to notify the Employer one and one-half (1½) hours in advance of the employee's scheduled shift if unable to report for duty. Two (2) hours' advance notice shall be required if the employee is unable to report for scheduled duty on the second (2nd) or third (3rd) shift. Failure to do so may result in loss of Paid Time Off compensation for that day. The Employer shall give consideration to extenuating circumstances that make such notice requirements impossible. A central receiving system will be established to receive incoming calls. The Employer reserves the right to require reasonable proof of illness. Proven abuse of accrued Paid Time Off shall be grounds for discharge.

Section 14.02.1 Accrued Paid Time Off shall not be payable on contractually designated or scheduled holiday.

Section 14.03 Medical Appointment. Employees will be expected to schedule medical/dental appointments and/or treatments during non-working hours. Paid release time will be allowed for medical/dental appointments and/or treatments (including FMLA related conditions) for employees and their dependents which an employee is unable to schedule during non-work hours. Up to four (4) hours per calendar year may be included as release time, to be paid only when a minimum of three (3) days advance notice is received and the absence is approved by management. Requests will not be unreasonably denied. Release time for medical/dental appointments and/or treatments is subject to supervisory approval based upon patient care considerations and departmental needs. Medical appointment time must be taken in at least one-half (1/2) hour blocks of time. Paid release time is not considered absence from work or considered occurrences for attendance purposes.

Section 14.04 On-The-Job Injury. Accrued Paid Time Off may be used to supplement the amount received by an employee from Workers Compensation Insurance as provided in Section 13.03 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

ARTICLE 15

LEAVE OF ABSENCE

Section 15.01 In General. 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. Leaves 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. Leaves of absence shall not be unreasonably denied to employees not eligible for time off under Section 15.03 to care for family members with a serious health condition.

Leave without pay for a period of less than thirty (30) consecutive calendar days shall not alter any regular employee's anniversary date of employment. Employee-initiated leave without pay for up to four (4) days per calendar year shall not alter any regular employee's PTO or EIB credits which would otherwise be earned. This limitation shall not apply to low census/low need.

A leave of absence shall not be used for purposes of pursuing other employment or working as an independent contractor. This rule does not apply to an employee on an approved education leave of absence.

Section 15.02 Health Leave. After one (1) year of continuous employment, permission shall be granted for leave of absence for health reasons, including disability because of pregnancy or childbirth, without loss of accrued benefits. Exceptions may be considered for emergency medical conditions. A leave of absence begins on the date of first (1st) absence from work. Accrued EIB hours or PTO shall be used during the period of temporary disability. If accrued EIB hours are exhausted prior to the end of a leave of more than three (3) days, any accrued PTO shall then be used, except that an employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of PTO to use as vacation.

An employee on a leave of absence for health reasons not exceeding twelve (12) weeks shall be entitled to return to his/her prior position. The Employer may permanently fill the position if the leave of absence exceeds twelve (12) weeks. Thereafter, the employee shall be entitled to the first available position in the same pay group as the prior position for which the employee is qualified. Such leave shall not exceed twelve (12) months. The one-year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth.

Section 15.03 Family Leave.

- (a) State Law. KFHPWA employees are eligible to take Family Leave under the terms and conditions of Washington State law.

Alleged violations of the family leave provision shall be submitted to the grievance procedure set forth in Article 18 in accordance with Family Leave Law.

- (b) Federal Law. Upon completion of one (1) year of employment, an employee who has worked at least one thousand two hundred fifty (1250) hours during previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave in a rolling twelve (12) month period to: (1) care for the employee's child after birth or placement for adoption or foster care; or (2) to care for the employee's spouse/domestic partner, son or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform the employee's job. "Domestic partner" as used in this article shall be defined in the same way it is defined by the Employer affidavit of marriage/ domestic partnership. The definition of "son and daughter" as used in Section 15.03(b) shall include the child of the employee over the age of 18 years who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan. 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 for which the employee is eligible during family leave, except that the employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of PTO. Employees with a current FMLA leave who wish to reserve up to eighty (80) hours of PTO are required to make that election at the start of the FMLA claim and during Open Enrollment of each year to be effective the first (1st) full pay period following January 1 of the following calendar year. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

Section 15.04 Washington Family Care Act. Regular employees are eligible to take PTO or use EIB consistent with the provisions of the Washington Family Care Act (WFCA).

Section 15.05 Dependent Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee or for the care of a dependent parent for conditions other than those set forth in Section 15.03 (Family Leave) or for the care of a dependent parent, spouse or domestic

partner of the employee. Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carryover. An employee on dependent care leave not exceeding thirty (30) days shall be entitled to return to his or her prior position. Thereafter the employee shall be entitled to the first available position for which he/she is qualified. Such leave shall not exceed one (1) year.

Section 15.06 Advance Study Leave. After one (1) year of employment, leave may be granted for job related study up to one (1) year, and employee will return at first job opening without loss of seniority or other accrued benefits.

Request for study leave must be submitted sixty (60) days prior to the time leave is desired and request must be in writing.

If a leave of absence exceeds thirty (30) days, 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, will be offered the first open position for which the employee is qualified.

Section 15.07 Bereavement Leave. A regular employee shall be allowed a maximum of three (3) scheduled days off with pay for a death in the employee's immediate family and such time need not be consecutive days. Employees will discuss the scheduling of Bereavement Leave with their supervisor prior to availing themselves of this benefit. The term "immediate family" includes:

Spouse/domestic partner	Brother
Mother	Brother-in-law
Mother of spouse/domestic partner (mother-in-law)	Brother of spouse/domestic partner
Step-mother	Step-brother
Father	Sister
Father of spouse/domestic partner (father-in-law)	Sister-in-law
Step-father	Sister of spouse/domestic partner
Children	Step-sister
Children (adopted)	Grandfather and Great-grandfather
Children (step)	Grandfather and Great-grandfather of spouse/domestic partner
Children of spouse/domestic partner	Grandmother and Great-grandmother
Daughter-in-law	Grandmother and Great-grandmother of spouse/domestic partner
Son-in-law	Grandchildren

One (1) additional scheduled 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. Every effort will be made to allow the use

of PTO for the death of an extended family member not listed without accruing an attendance occurrence.

Section 15.08 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 shall accrue service credit for the purpose of promotions, wage tenure increases and fringe benefit increases.

Section 15.09 Military Leave. Regular employees who are called for military duty shall be excused from work for the days they serve and shall 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 an 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 the Employer with a copy of the employee's check stub(s) showing the amount of military pay received.

Except as provided in this Section, time off for military duty will be unpaid, although the employee may voluntarily choose to use available PTO.

Staff who take military leave are entitled to re-employment rights according to Federal and State law and the Employer's policy.

Eligible employees will be returned to a comparable position and receive all benefits accrued during their military leave.

Section 15.10 Education Leave/Time. After one (1) year of continuous employment, regular employees may be allowed up to three (3) days (twenty-four (24) hours) of paid education leave/time per year to further develop job skills specifically relating to the current position as determined by the Employer; provided, however, such leave shall be subject to budgetary considerations, scheduling requirements, and approval by the Employer of the subject matter to be studied.

Educational time shall be paid at straight-time when taken on a scheduled day off. Paid education time taken on a scheduled day off shall not be included as time worked for purposes of calculating overtime under Section 9.04 or the accrual of benefits. Additional unpaid education leave may be granted at the discretion of the Employer. If an employee is required 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.

Section 15.11 Child-bonding Leave. After one (1) year of continuous regular employment at .75 FTE or greater, two (2) weeks of leave at 100 percent (100%) pay (less taxes and withholdings), pro-rated for FTE, will be provided to parents of a newborn baby or a child newly placed for adoption. Leave must be completed within six (6) weeks of the child's birth or placement for adoption. Child-bonding leave always runs concurrently with other forms of leave an employee might be eligible for, such as FMLA, short-term disability, or long-term disability. Any compensation that is received under another leave plan or absence program is deducted from the child-bonding leave benefit so that the total compensation during the child-bonding leave period does not exceed 100 percent (100%) of an employee's regular compensation.

Section 15.12 Family and Other Leave. The Employer shall comply with applicable terms and conditions of all federal, Washington State and local leave laws, including but not limited to:

- 1) WA Family Leave Act;
- 2) WA Family Care Act;
- 3) Federal Family and Medical Leave Act;
- 4) Leave for Victims of Domestic Violence, Sexual Assault & Stalking;
- 5) Leave for Spouse of Deployed Military Personnel;
- 6) Leave for Emergency Services Personnel;
- 7) Seattle Paid Sick and Safe Time Ordinance;
- 8) WA Paid Sick Leave Law I-1433;
- 9) Tacoma Paid Leave Ordinance;
- 10) SeaTac Paid Sick and Safe Leave;

As currently exist or may be modified.

ARTICLE 16

JURY DUTY

Regular employees who are called to serve on jury duty shall be compensated at their regular rate of pay by the Employer for all regularly

scheduled hours missed due to 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.

Employees who receive a Jury Summons shall communicate with their manager prior to jury duty to discuss:

- 1) Ensuring that the employee gets paid for all hours missed due to jury duty;
- 2) Any reasonable changes to the work schedule during jury duty; and
- 3) When reasonable, returning to work upon being released from jury duty.

ARTICLE 17

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 this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Union shall be given a copy of these personnel policies. The Employer will notify the Union of any newly created policies or substantive changes prior to implementation so the Union may exercise its bargaining rights under the National Labor Relations Act (NLRA).

ARTICLE 18

GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by written agreement of the Union Representative and Employer. The Employer shall include the manager's name and contact information if a grievance is denied at Step 1 and/or Step 2. The grievance process is not available for terminations of probationary employees.

Step I: Immediate Supervisor

The employee, and the shop steward if requested by the employee, shall first meet with the employee's immediate

supervisor and attempt to resolve the problem. (Grievances that involve transfers or promotion shall be filed with the hiring manager.) The meeting shall be requested and scheduled within twenty-one (21) calendar days of the employee's knowledge of the facts which constitute the grievance. A written statement of the grievance will be presented at this meeting by the employee/shop steward if requested by the supervisor. The immediate supervisor shall within twenty-one (21) calendar days of the meeting respond to the employee and provide an answer to the grievance. The supervisor will respond in writing if an employee is requested to submit a written statement in Step I. Any written statements issued at Step I shall not become a part of or be used in Step IV, Arbitration. Grievances involving a discharge shall be filed at Step II within twenty-one (21) calendar days of being notified of the discharge.

Step II: Next Level of Supervision

If the matter is not resolved to the employee's satisfaction in Step I, the employee (and the shop steward or Union Representative, if requested by the employee) shall present the grievance to the next level of supervision (or designated representative) within twenty-one (21) calendar days of the immediate supervisor's decision. The next level of supervision (or designated representative) shall reply in writing within twenty-one (21) calendar days following receipt of the grievance.

Step III: Labor Relations Administrator and Union Representative

If the matter is not resolved in Step II to the employee's satisfaction, the grievance shall be referred in writing to the Labor Relations Administrator (or designated representative) within twenty-one (21) calendar days of receipt of the Step II response. The Labor Relations Administrator or designee and the Union Representative shall meet within twenty-one (21) calendar days for the purpose of resolving the grievance. The Labor Relations Administrator or designee shall provide a written answer within twenty-one (21) calendar days of the Step III 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 Union may submit the issue to arbitration within twenty-one (21) calendar days following receipt of the written

response from the Labor Relations Administrator (or designated representative). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) 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 (1/2) of the fee for 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 expense of witnesses called by the other party.

Any grievance not heard by the arbitrator within one (1) year following the date of the notice of submission to arbitration will be forfeited unless an extension is agreed to by both parties. Forfeiture is not a determination on the merit of the grievance and shall not constitute a precedent.

To expedite and resolve outstanding issues, the parties will meet upon written request by either party to review pending grievances at or beyond Step 3. This quarterly review will not substitute for the orderly processing of grievances as required by Article 18.

ARTICLE 19

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 or stoppage of work, or any other similar conduct which interferes with the efficient operation of the Employer's business, or take part in any action whatever to prevent access of employees to the Employer's place of business. Both parties advocate at all times that any complaint, dispute or grievance be resolved through the procedures provided in Article 18 of this Agreement. In the event of any strike, sympathy strike, picketing, walkout, slowdown or work stoppage or threat thereof, the Union and its officers will make a good faith effort to immediately end or avert the same. The Employer shall not lockout its employees.

ARTICLE 20

RETIREMENT PLAN

Section 20.01 For all employees covered by this Agreement, the Employer will continue to offer its 403(b)(7) Custodial Plan for employee voluntary pretax contributions. In addition, effective the first (1st) full pay period in January 2010, the Employer will match fifty percent (50%) of the first (1st) four percent (4%) of pay that regular employees defer into their account (for a maximum match of two percent (2%)). These matching contributions will vest immediately for regular employees. (Temporary employees are excluded from the match.)

Section 20.02 Temporary employees are excluded from becoming participants in the Defined Benefit (DB) plan and the Defined Contribution (DC) Plan and the Employer matching contribution in the 403(b)(7) Custodial Plan (Match). However, notwithstanding Section 6.05 above, after having become a participant in the DB plan or DC plan or eligible for the Match as a regular employee, such participation or eligibility will continue if an employee changes status from regular to temporary due to transfer or reclassification without a break in service.

Section 20.03 Employees who are currently participating in the Defined Contribution Plan may not change plans. Defined Contribution Plan selection, by choice or by default is a non-revocable decision for the duration of any service with the Employer.

Section 20.04 Except as provided in Section 20.06, the Employer agrees not to reduce the current level of retirement benefit defined in the Defined Benefit Plan during the term of this Agreement.

Section 20.05 Retirement Service Award. Eligible regular employees will receive a Retirement Service Award at separation if they are at least age fifty-five (55) and have been continuously employed in at least a .75 FTE position for twelve (12) or more years. The Retirement Service Award is fifty-five dollars (\$55) for every year of service at the Employer as a regular employee since their most recent hire date.

Section 20.06 Changes to Defined Benefit Plan (DB). Effective as described below (and as further described in the DB Plan), the following changes will be made to the DB to the extent allowable under applicable pension laws:

- 1) Ninety (90) days after ratification of this Agreement, employees:
 - (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 into 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).
- 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 and Holiday pay) is limited to five hundred one (501) consecutive hours in one (1) or more consecutive plan years. "Service hours" does not include leave while receiving pay under a plan maintained solely to comply with workers compensation, unemployment compensation or disability insurance laws.
 - (b) Accruals for employees in the DB who work beyond the Plan's Normal Retirement Age of Sixty-five (65) will be limited to the greater of 1) the accrued benefit at age sixty-five (65), actuarially increased to the commencement date, or 2) the accrued benefit with continued accruals for post-sixty-five (65) service.

Section 20.07 Retirement Notice Award. All regular employees who give between six (6) and nine (9) months' advance notice of separation 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 by assigned FTE at the time of the employee's separation and will be paid at the employee's regular rate of pay at the time of separation. (Example: A 0.5 FTE employee with fifteen (15) years of service would receive the equivalent of forty (40) hours of pay.) The Award will be paid at the end of the employee's career with the Employer.

If an employee previously received the retirement PTO award in existence before September 1, 2012 (whether or not they actually retired), they are not eligible to receive this Retirement Notice Award.

RETIREMENT NOTICE AWARD SCHEDULE

Twelve (12) through nineteen (19) years of service – eighty (80) hours of pay.

Twenty (20) or more years of service – one hundred twenty (120) hours of pay.

ARTICLE 21

LABOR/MANAGEMENT COMMITTEE

The Employer and the Union will continue meeting through a joint Labor/Management Committee, which will be effective during the term of this contract. There will be six (6) employee members appointed by the Union and six (6) management members appointed by the Employer on the Committee. The purpose of the Committee is to foster improved communications between the Employer and the employees. The function of the Committee shall be advisory. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee's agenda for discussion. All substantive issues passed by a majority of the Committee will be shared with the appropriate Senior Leadership at the Employer for consideration and action when appropriate.

The Labor/Management Committee shall establish a mutually agreeable meeting schedule of once a month. Committee members shall suffer no loss of pay if they attend Labor/Management Committee meetings with Employer representatives during the employee's scheduled work time.

ARTICLE 22

EDUCATION AND TRAINING COMMITTEE

Section 22.01 The Employer is committed to assisting staff as they continue their education to advance their career and to develop their skills. Staff education and training is a topic for the Labor Management Committee to discuss how the Employer can assist employees with training to enhance their careers. Recommendations from the Labor Management Committee shall be considered and, when appropriate under the National Labor Relations Act (NLRA), negotiated by the Union and Employer.

Section 22.02 Tuition Reimbursement Program. Tuition reimbursement of up to five hundred dollars (\$500) (pro-rated for part-time employees) per calendar year for regular employees with at least a .5 FTE who continue their education in areas that can benefit both the staff member and the Employer. Eligibility will be according to the Employer's policy.

ARTICLE 23

OCCUPATIONAL HEALTH AND SAFETY

Section 23.01 The Employer will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees.

Section 23.02 The Employer maintains a Health and Safety Committee composed of employee and Employer representatives. The purpose of the committee is to investigate the safety and health issues and to advise the Employer of educational and preventive health measures for the workplace and its employees. The committee shall allow for proportionate membership representation of employee groups. Broad-based and persistent health and safety concerns of individual employees or employee groups can be addressed to the committee if they have not been adequately responded to at the facility or unit level.

The Employer will provide information to employees regarding the activities of their facility safety committees and how to become a member. This information will include, but not be limited to, safety committee agendas, minutes and times and locations of meetings.

The Employer will provide initial Health and Safety Committee meeting information to the Union.

The Employer will provide release time for employees to participate on Health and Safety Committees.

Section 23.03 The Employer's Safety and Health Committee and employee representatives to the joint committee, act hereunder exclusively in an advisory capacity.

Section 23.04 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.

Section 23.05 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 protection device. The Employer will maintain records of employee exposure.

Section 23.06 The Employer will address any on-the-job health and safety issue(s), including ergonomic issue(s) brought forward by employees to their managers, in a timely manner or within thirty (30) calendar days, whichever is less.

ARTICLE 24

SUCCESSORS

This Agreement shall be binding upon any successor employer, regardless of the nature of the transaction involved. The Employer shall have the affirmative duty to call this provision to the attention of any successor employer. As soon as is practicable prior to the business structure change, the Employer shall provide the Union with documentation that the Employer has notified the successor employer of its obligation to assume this Agreement, as a condition of the sale or other transaction.

ARTICLE 25

TERM OF AGREEMENT

This Agreement shall be effective November 8, 2023 and shall continue in full force and effect to and including March 31, 2027, and from year-to-year thereafter unless reopened by either party.

The wage rates set forth in this Agreement shall be effective on the dates set forth in Appendix "A". Either party may reopen this Agreement upon written notice by certified mail to the other party at least ninety (90) days prior to the expiration date.

IN WITNESS whereof, the parties hereto have executed this Agreement this 8th day of November 2023.

**KAISER FOUNDATION HEALTH
PLAN OF WASHINGTON**

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 8, AFL-CIO**

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Jocelynnne McAdory
Vice President, HR

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Business Manager

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Joe Killinger
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Joe Killinger
Director, ELR

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Leslie Liddle
By _____
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Leslie Liddle
Union Representative

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By Patrick Pedersen
Patrick Pedersen
Union Representative

Signed by:
By Tara Powell
Tara Powell
Union Representative

Signed by:
By Paul Bender
Paul Bender
Bargaining Committee

Signed by:
By Brenda Huffman
Brenda Huffman
Bargaining Committee

Signed by:
By Kenyatta McDowell
Kenyatta McDowell
Bargaining Committee

Signed by:
By Bobbie Pringle
Bobbie Pringle
Bargaining Committee

Signed by:
By Misha Smith
Misha Smith
Bargaining Committee

Signed by:
By Marissa Wilson
Marissa Wilson
Bargaining Committee

APPENDIX “A”

The parties to this Agreement are Kaiser Foundation Health Plan of Washington (KFHPWA) and the Office and Professional Employees International Union Local 8 (OPEIU). The parties agree to provide an alternative work arrangement to staff members (telecommuters) employed at KFHPWA who are represented by OPEIU Local 8, with the exception to the HIM Coders who have a separate Agreement

Under this Agreement, there will be no change in KFHPWA pay or benefits as a consequence of the telecommuting arrangement. Final approval and authorization of telecommuting remains with management.

The Agreement entitled *OPEIU Represented Staff Telecommuting Agreement* is attached hereto and incorporated by reference.

Signed and dated this 8th day of November 2023.

**KAISER FOUNDATION HEALTH
PLAN OF WASHINGTON**

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 8**

Signed by:
Joe Killinger
By _____
CB825E2D75A843F...
Joe Killinger
Director, ELR

DocuSigned by:
Suzanne Mode
By _____
7DFF082C4F924F6...
Suzanne Mode
Business Manager

OPEIU Represented Staff Telecommuting Agreement

Under this Agreement, there will be no change in Kaiser Foundation Health Plan of Washington (KFHPWA) pay or benefits as a consequence of the telecommuting arrangement. Final approval and authorization of telecommuting remain with management.

This Agreement is intended to enhance employee productivity and satisfaction by clarifying parameters related to working from a staff member's home or other alternate work locations.

Telecommuters will be expected to comply with the following terms and conditions:

I. Overview of Telecommuting Arrangement

1. Telecommuters will be assigned to a KFHPWA facility for the purposes of designating the worksite and will be expected to perform the same job functions, maintain the same responsibilities, and meet the same expectations as onsite staff members, including remaining responsive to phone calls and emails from team members or managers.
2. KFHPWA employment standards regarding performance, productivity, and conduct remain in effect for all telecommuters.
3. Telecommuters will abide by all KFHPWA policies, and state and federal laws.
4. Non-exempt staff will use the appropriate payroll system to record hours worked by clocking in/out by computer time stamp, following Pay practices – Nonexempt (hourly) staff guidelines. Rest and meal periods must be taken in accordance with the OPEIU contract and KFHPWA requirements. Each telecommuter must work their required schedule. Overtime must be prescheduled and preapproved.
5. Managers are expected to maintain consistent productivity and quality standards among both telecommuters and onsite staff.
6. Management will determine appropriate staffing levels for their team(s) and will maintain staffing levels accordingly. In the event of an emergency, either at a telecommuter's home or at a KFHPWA onsite facility, telecommuters may be required to work onsite for a limited duration. Advance notice will be given as soon as possible.
7. The telecommuter's residence is not considered their primary work location and any trips from the telecommuter's residence to

the designated KFHPWA primary work location is considered commute time and is not eligible for mileage or travel time.

II. Expectations for Telecommuters

1. Staff members must meet and maintain all performance and attendance expectations.
2. Staff members must adhere to communication and availability standards as established by their manager and agree to remain accessible during designated work hours. This includes but is not limited to being accessible by instant messaging, electronic mail, telephone and/or other appropriate means. Telecommuters must keep their supervisor apprised of any deviation from their normal work schedule. Telecommuters must contact their supervisor or manager with any questions or circumstances that arise while telecommuting that are not covered in this Telecommuting Agreement.
3. Staff members must successfully complete all compliance and applicable training.
4. Staff members must understand that they may only work at the address provided on the Telecommuter Agreement form.
5. Staff members must attend on-site events such as meetings, training, mentoring new employees, etc., as required by their manager. Attendance for on-site meetings, training, etc. is not subject to any reimbursement, unless the criteria for commute or travel pay is met.
6. Staff members must not hold business meetings with internal or external clients, customers, or colleagues at their residence.
7. Staff members must not conduct any unauthorized external (non-KFHPWA) work during their telecommuting work time or at other times when they are needed to perform KFHPWA work.
8. Failure to comply with this Telecommuting Agreement and KFHPWA policies may result in the telecommuter's return to onsite work and could result in discipline, up to and including termination of employment.
9. Maintain equipment and software expectations as required by KFHPWA.

III. Returning to Work Onsite

1. KFHPWA will provide an onsite hotel workstation, if available, on

a first-come first-serve basis. KFHPWA will make reasonable efforts to accommodate the ergonomic needs of Telecommuters whether working in the KFHPWA offices or at the employee's remote work location.

2. The telecommuter or manager may terminate the telecommuting arrangement for any reason with sixty (60) calendar days' written notice to the other party. By mutual agreement, the notice period can be waived. In the event of documented performance or productivity concerns, or if disciplinary action is warranted, the manager may terminate the telecommuting arrangement with no less than sixty (60) calendar days' written notice to the telecommuter.
3. Telecommuters may be required to return to onsite employment if they fail to meet performance requirements.

IV. Information Security

1. Telecommuters will use, as required by the manager, a KFHPWA-provided shredder to destroy any notes containing patient and other confidential business information by the end of each business day. No paper files or any notes containing confidential business information should be maintained without management permission and all electronic files will be stored on the KFHPWA network.

V. Telecommuting Workspace

1. The telecommuting workspace is considered an extension of the KFHPWA workspace. The Telecommuter shall designate a specific area of the residence where KFHPWA work will always be performed. Telecommuters must keep their telecommuting workspaces clean, orderly, hazard-free, and ergonomically correct. The workspace must be conducive to job performance and sufficiently private as to maintain the confidentiality of KFHPWA information and allow for the conduct of professional telephone interaction with co-workers and others.
2. Telecommuting should not be viewed or used as a substitute for dependent care. In order to dedicate full attention to work duties, telecommuters must make regular dependent care arrangements while telecommuting.
3. KFHPWA makes no representations concerning the qualification of any remote work location as a home office under the Internal Revenue Code and its implementing regulations. KFHPWA disclaims any liability for representations made by an employee concerning the status of a remote work location.

4. KFHPWA retains the right to make on-site inspections of every alternative workspace at any time during pre-designated work times when KFHPWA provides notice at least one (1) work day prior during the regular work shift, such visit would occur anytime during the following workday shift. These visits may be for performance, security and occupational health and safety reasons.
5. Telecommuters with the assistance of KFHPWA are responsible for ensuring their telecommuting workspaces are appropriately fitted to accommodate the telecommuter's ergonomic needs.
6. Telecommuters must transport any ergonomic equipment along with any other necessary equipment (i.e. mouse, laptop, keyboard) to and from the onsite location for shifts scheduled onsite.
7. If KFHPWA has prescribed an altered workstation at the onsite location for ergonomic reasons, telecommuters with the assistance of KFHPWA should ensure that their telecommuting workspace meets the same requirements.
8. KFHPWA will provide up to \$600 to all telecommuters to purchase an adjustable chair, ergonomically correct work surface and/or adequate lighting if receipts are provided. Telecommuters should obtain supplies required to complete assigned work at the alternate worksite directly from KFHPWA. KFHPWA will not reimburse telecommuters' out-of-pocket expenses for standard materials and supplies normally available upon request to KFHPWA management, e.g., printer toner for KFHPWA supplied printers, paper, post-its, etc.
9. KFHPWA will provide for the repair and maintenance of the hardware and software it provides. Telecommuters must follow all terms pertaining to maintenance and upkeep of such hardware and software. Telecommuters will bring KFHPWA equipment to a designated KFHPWA facility for repair or exchange.
10. Telecommuters are responsible for the safe return of all property belonging to KFHPWA in its original condition (normal wear and tear excepted).
11. Telecommuters will reimburse KFHPWA for equipment repairs necessitated by:
 - Intentional damage to the equipment;
 - Damage resulting from gross negligence;
 - Damage resulting from a power surge if no surge protector is

- used; and/or
- Unauthorized changes to the KFHPWA-provided PC or other equipment.

VI. Equipment & Resources

KFHPWA will provide the computer, monitor(s), printer, software, surge protector, telephone, headset, and any other equipment necessary for the operation of the phone and computer. This equipment is provided for KFHPWA business use only and may only be used by the telecommuter.

1. KFHPWA will help subsidize internet services or peripheral wireless equipment such as mice, keyboards, or headsets except as described in paragraph 1 of this Section. If telecommuters choose to use a wireless headset, mouse or keyboard, it will be their own expense unless approved by Human Resources for their own specific and personal ergonomic needs. KFHPWA will only support KFHPWA-provided equipment.
2. Telecommuters will not install or attach personal equipment or software on KFHPWA supplied equipment (including games).
3. Telecommuters will use voice communication software and hardware via high-speed internet access and must comply with KFHPWA's system performance expectations. Reimbursement for telecommuters is governed by the Employer's national telecommuting policy: NATL.HR.032.
4. Any hardware, software, or reference material purchased by KFHPWA remains the property of KFHPWA and will be returned by telecommuters should their employment or this Agreement be terminated for any reason. Products developed while telecommuting for KFHPWA remain the property of KFHPWA. Telecommuting employees must return all KFHPWA equipment, property and supplies to the company within five (5) business days following the termination of the telecommuting arrangement or following termination of employment.
5. If the employee does not return the equipment, property or supplies within ten (10) business days following the termination of the telecommuting arrangement, the employee authorizes KFHPWA to deduct the value of such equipment, property or supplies from any money owed to the employee by the company.
6. KFHPWA reserves the sole right to make changes in and/or replace KFHPWA hardware and software at any time.

In Event of Equipment Failure or other technical problems:

1. Telecommuters will promptly notify their managers that they are experiencing a technical problem that impedes their work. They will promptly notify the IT Help Desk and attain an incident number. Telecommuters will notify their managers of the estimated down time if known and provide them with the problem report number. Telecommuters will notify the managers immediately once the issue is resolved.
2. In the event of equipment failure, telecommuters will promptly notify their managers who will decide the best course of action for the remainder of the telecommuter's work shift which may include using PTO or LWB or coming in to work to a KFHPWA facility. Upon mutual agreement between the Telecommuter and the manager, the work shift may be flexed without triggering daily overtime.

Telecommuter Signature: _____

Manager Signature: _____

GROUP HEALTH COOPERATIVE OF PUGET SOUND
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NOS. 8 AND 23

MEMORANDUM

TO: OPEIU Leads, Managers and Supervisors of OPEIU Represented Staff

FROM: Mary Jane Gooch, Labor Relations Specialist Group Health Coop
Suzanne Mode, Union Representative, OPEIU Local 8
Marcia Petersen, Business Representative, OPEIU Local 23

DATE: January 10, 1997

RE: Clarification of Lead Duties and Responsibilities

During the 1996 negotiations, Group Health Cooperative and OPEIU Locals 8 and 23 agreed to prepare a joint memo to employees currently assigned lead duties as well as to supervisors and managers of staff represented by OPEIU to describe the appropriate utilization of leads and the assignment of responsibilities consistent with the lead function. In addition, we agreed to incorporate guidance and suggestions regarding supervisor and lead employee communications. The bold type below is Group Health's current lead definition and the bullets are our joint clarifications on the application of the definition.

Leads are assigned by management, and are able to explain or perform all duties and responsibilities of the employees they lead.

- Lead is not a position or a job classification, it is the assignment of additional administrative duties to an employee. (See Section 6.06 of the contract.)
- Leads should be selected on the basis of their ability to perform the lead tasks assigned and not on the basis of seniority. Experience with Group Health systems, communication skills, technical expertise and work history should be considered in making a lead assignment.
- Lead assignment should be based on business need and should not be viewed as a reward for performance.
- The decision to initiate or terminate a lead assignment should be discussed privately with the affected employee prior to a public announcement.

In addition to performing all the duties required by the job description appropriate to their department, leads are routinely required to:

Serve as a resource person or problem solver for other employees performing similar functions within the department and assist in the preparation of department protocols and instructions.

- Leads should be working leads. Leads should continue to perform the work of their job classification in the department and should be able to assist their co-workers in times of increased workload or temporarily reduced staffing.

Monitor the workflow, prioritize and direct activities of other employees within the department, assisting with scheduling, including same day scheduling and coverage, and task assignment. This may include quality reviews of department work or individual audits of employee work product for accuracy and compliance with established policies and procedures.

- Leads should not be authorized to grant or deny vacation or sick leave or other leaves, but may transmit employee requests and resulting staffing needs to the supervisor
- Leads do report observed behavior of employees they lead whether favorable or unfavorable, and do provide objective performance data to supervisors when requested.
- Leads may work with an individual employee to monitor or enhance performance related to a Performance Improvement Plan, but should not initiate such a Plan.

May routinely be involved in special reports or projects such as summarizing departmental statistics related to work product or monthly reports related to departmental functions.

- When leads are assigned to special reports or projects, information should be shared with the staff regarding the time constraints or limitations on the availability of the lead.
- Leads may attend management planning meeting as the supervisor feels appropriate, but it should be made clear to the staff that the lead is not a member of the management team.

May supervise departmental functions and task assignments but will not exercise authority regarding hiring, firing, promotion, demotion, discipline or discharge either directly or through recommendation.

- Leads may inform employees of standards of performance or attendance and where the employee stands in relation to those standards, but should not engage in disciplinary counseling of employees.
- Leads may perform purely clerical functions related to payroll preparation, but should not have authority to approve, deny or alter employee pay codes.
- Leads should advise their supervisor of any concerns they may have regarding the accuracy of employee time reports, and the basis for those concerns, but any corrective or remedial action should be taken by the supervisor.
- Decisions affecting the work life of staff (for example changes in shift start times) should be communicated to staff by the supervisor and not by the lead.

- The supervisor should clearly communicate to staff the lead's areas and level of authority and accountability.
- Leads may identify interpersonal conflicts in the work unit and may work with the supervisor to implement solutions, but should not independently work to resolve co-worker conflict.

**LETTER OF UNDERSTANDING
BETWEEN
GROUP HEALTH COOPERATIVE
AND
OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL NOS. 8
AND 23**

Lean Principles and Implementation

The Employer, Group Health Cooperative, and the Union, Office and Professional Employees International Union Locals 8 and 23, agree that it is in their best interests to develop a collaborative and supportive relationship in which the parties work together to achieve the common goal of delivering quality patient care. As part of this effort, the Employer is implementing *Lean* and its principles in order to eliminate inefficiencies, reduce the cost of performing work, improve operations and enhance employee job satisfaction. Where Group Health is committing to a culture that permits change and experimentation to improve work processes, the Union is committing to use their best efforts to support the successful implementation of *Lean* and its principles.

The Employer shall make reasonable efforts to provide coordination of *Lean* implementation through its managers, Labor Relations and Human Resources. The Labor Relations Director or his/her designee shall provide the Union with timely information and updates regarding the implementation of *Lean* and its principles as it may impact the Union and its representation of bargaining unit employees. The parties recognize that *Lean* and its principles continue to evolve and concepts shall be applied in different formats to address process issues and establish standardized work processes.

To facilitate the implementation of *Lean* principles and concepts, the parties agree to the following:

1. Implementation of any initiatives resulting from *Lean* actions will be performed consistent with the Collective Bargaining Agreement and the National Labor Relations Act (NLRA) as they relate to any changes in wages, hours and working conditions.
2. Timelines to address issues that are a result of implementing *Lean* and/or its principles shall be extended to whenever the Union is notified in writing of any such changes in wages, hours and working conditions. The effects of any changes in wages, hours and working conditions, as a result of the implementation of *Lean* concepts, *Lean* principles and/or substantial changes in standardized work processes that can result in disciplinary action will be discussed and possibly bargained with the Union prior to implementation.

3. If as a result of *Lean*, new bargaining unit job classifications are created or current bargaining unit job classifications substantially change, the Union will be notified in writing prior to any implementation and the Union will be afforded the opportunity to bargain over such changes.

The purpose and intent of *Lean* is not to eliminate represented positions or to destabilize the Union.

If the decision is made to move work out of the bargaining unit, GHC will notify the Union in writing at least six (6) weeks prior to implementation. Thereafter, the parties will meet to bargain in good faith prior to work moving out of the bargaining unit. The parties intend such negotiations to be completed within the six (6) week period. Neither the Union or the Employer waive their rights to pursue any unit clarification issue(s) associated with the implementation of *Lean* principles and *Lean* concepts.

4. The Employer shall ensure that during any *Lean* implementation workloads and standards shall remain reasonable, time off shall continue to be administered in accordance with the Collective Bargaining Agreement and any employee training in connection to *Lean* shall be on paid work time.
5. GHC will allow at least one (1) person representing OPEIU to be an observer in the Management Guidance Team Report Out which occurs mid week during the Rapid Process Improvement Workshops (RPIW) associated with OPEIU represented employees. If a Union Representative is unable to attend, GHC will allow the attendance of one (1) bargaining unit employee designated by the Union.

The Union may designate two (2) bargaining unit employees from the Union's North region and two (2) bargaining unit employees from the Union's South region as the qualified pool to select from for this purpose. At least one (1) designated employee will be released on paid time to attend a report out meeting with the responsibility to assess whether there is impact to OPEIU represented staff from suggestions, decisions and/or recommendations made at the report out. Additionally, as a result of *Lean* being implemented in many different work units, the OPEIU representatives may change.

6. When issues between the parties are not resolved through joint problem solving, the Union reserves their right to utilize Article 18 – Grievance Procedure, and to pursue all rights afforded under the National Labor Relations Act, including the submission of Unfair Labor Practice charges and Unit Clarification requests.

**ADDENDUM TO THE
EMPLOYMENT AGREEMENT
BETWEEN
GROUP HEALTH COOPERATIVE
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL NOS. 8 AND 23**

10/40 WORK SCHEDULE

It is hereby agreed and understood that the following terms and conditions with regard to the 10/40 work schedule have been agreed to by and between the Office and Professional Employees International Union Local Nos. 8 and 23 and Group Health Cooperative and are hereby made an Addendum to the Employment Agreement between the parties.

1. When mutually agreeable to the Employer and the employees, a normal workday may consist of ten (10) hours when the workweek schedule is based upon four (4) consecutive ten (10) hour days.
2. If an employee working a 10/40 schedule is required to work on a holiday, the employee shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours holiday pay at straight-time, or, upon mutual agreement, a compensatory day off with ten (10) hours regular pay within a thirty (30) day period.

If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight-time pay for ten (10) hours for the holiday.

3. Full-time employees shall accrue PTO and EIB at the rate appropriate to their tenure PTO and EIB shall be paid at the rate of ten (10) hours per day, to the extent accrued.
4. 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 (1) day or beyond forty (40) in a seven (7) day period.
5. Employees unable to continue working the 10/40 work schedule and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within the Cooperative in accordance with Section 8.02 of this Agreement.
6. Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.

9/40 WORK SCHEDULE Addendum

It is hereby agreed and understood that the following terms and conditions with regard to the 9/40 work schedule have been agreed to by and between the Office and Professional Employees International Union Local No. 8 and Kaiser Foundation Health Plan of Washington (KFHPWA) and are hereby made an Addendum to the Employment Agreement between the parties.

1. When mutually agreeable to the Employer and the employees, a normal workday may consist of the following:
 - For part-time staff: Any combination of only nine (9) hour work days
 - For full-time staff: Four (4) nine (9) hour days and one (1) four (4) hour day in each workweek; or
In the same pay period, four (4) nine (9) hour days in one (1) workweek and four (4) nine (9) hour days plus one (1) eight (8) hour day in the other one (1) workweek
2. If an employee working a 9/40 schedule is required to work on a holiday, the employee shall be paid one and one-half (1½) times the regular rate of pay plus nine (9) hours holiday pay at straight-time, or, upon mutual agreement, a compensatory day off with nine (9) hours regular pay within a thirty (30) day period.

If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight-time pay for nine (9) hours for the holiday.
3. 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 nine (9) hours in one (1) day or beyond forty (40) hours in a seven (7) day period or eighty (80) hours in a fourteen (14) day period.
4. Employees unable to continue working the 9/40 work schedule and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within KFHPWA in accordance with Section 8.02 of this Agreement.
5. Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.

Letter of Understanding
By and Between
Kaiser Foundation Health Plan of Washington (KFHPWA)
And
Office and Professional Employees Union, Local No. 8
Float Pool Agreement for Patient Access Representatives

Original: December 12, 2011
Update: 8/15/2023

Kaiser Foundation Health Plan of Washington and Office and Professional Employees International Union Local 8 agree to the following terms and conditions related to float employees who are assigned to float between clinic locations within a geographic pod. Unless otherwise stated, all terms and conditions of the current Collective Bargaining Agreement shall apply to Float Coverage employees.

Definition:

- (a) Both regular and temporary employees may be assigned Float positions with variable start and end time in accordance with this Agreement. Float Coverage employees classified as regular employees will be assigned at least a .5 FTE.
- (b) Regular float employees will accrue seniority in accordance with Section 8.01 of the Collective Bargaining Agreement.

Location: Float Coverage employees will be assigned to a geographic pod. Pods will be determined by the Employer and may vary by Service Line. If there is a need to make a change, add to or modify a Geographic pod(s), KFHPWA will give notice to the Union and the Union may request to negotiate the change. Float employees are expected to float within their assigned pod as part of their regular work assignment. Float assignments will normally be for an entire shift. Float employees will be assigned a primary location within the pod.

Work Unit: Float employees will be considered a separate work unit.

Work Schedules:

1. Regular float employees will be assigned hours based on FTE averaged over a pay period.
2. Float Pool employees will be assigned work schedules that include variable start and end times and consecutive hours to be worked in a day excluding intermission for meals and two (2) consecutive days off during a work week unless mutually agreed to by the Employer and the employee. Regular float employees assigned a

1.0 FTE shall work between the hours of 6:00 a.m. to 6:00 p.m. Regular part-time employees assigned less than a 1.0 FTE shall work between the hours of 6:00 a.m. to 11:00 p.m. or 9:00 p.m. to 7:00 a.m. The Employer shall consider and whenever possible accommodate employee shift preferences by seniority. Shifts will be no less than four (4) consecutive hours in duration.

3. Work schedules of at least a pay period for regular float employees will be posted thirty (30) calendar days in advance and if any changes occur the employees will be notified of the newly assigned hours and/or location. After the schedule is posted, changes in shift start or end times and/or days with less than forty-eight (48) hours notice can only be changed by mutual agreement.
4. When there is a need to schedule a regular float employee above their FTE, the Employer will first seek volunteers among regular part-time float employees who will not incur overtime and who are qualified and available in order of seniority. If there are not enough volunteers, work will be assigned by inverse seniority to those not incurring overtime within the float pool.
5. When overtime is required, float pool volunteers will be assigned by seniority if there are no volunteers in the clinics. If there are no volunteers at all, overtime will first be assigned in order of inverse seniority to clinic employees.

Work Assignments Outside of the Primary Geographic Pod: When employees are required to work outside of their geographic pod the following process will be used:

1. Regular float staff who need additional hours to meet their FTE will be assigned based on seniority first.
2. Next, regular part time float staff volunteers requesting additional hours above their FTE would be assigned in order of seniority.
3. Last, temporary float volunteers who will not incur overtime would be offered.
4. When overtime is required, float pool volunteers will be assigned by seniority if there are no other volunteers within the pod with the staffing need. If there are no volunteers at all, overtime will first be assigned in order of inverse seniority to clinic employees. If no clinic employees are available, overtime will then be assigned in order of inverse seniority to regular float employees.
5. In paragraphs 1,2,3 and 4 above, employees must be qualified in accordance with Section 8.02 of the CBA and must be available to work the hours needed.

Wage Rate: Float coverage employees will be placed on the wage schedule for the job classification of the work they perform in accordance with the Collective Bargaining Agreement. Upon assignment to a float pool position, employees will begin receiving an additional \$2.50 per hour for all hours paid in addition to any contractual premiums/differentials. When the regular float employee works at a facility out of their geographic pod, they will receive an additional \$1.00 per hour for all hours worked at the facility (including travel time).

Mileage and Travel time: Float employees will follow the KFHPWA travel policy and Section 10.11 Mileage of the CBA.

1. When working at only one facility for a day, travel time and mileage within the geographic pod will not be paid.
2. During the workday, should employees be expected to work at more than one facility. travel time and mileage between facilities (regardless of pod) will be paid.
3. When the employee commutes outside of their geographic pod the employee will be paid mileage if the mileage traveled to the location outside the pod exceeds the employee's normal mileage from home to the primary location. The amount of mileage paid is the increase in miles traveled. In addition, the employee will be paid travel time to the extent it is longer than the normal commute to their primary location.

Miscellaneous:

1. The parties reserve the right to bargain over the impact of any FTE reductions or elimination of FTEs within the Float Pool and the impact to Float Pool employees if there are any FTE reductions or FTE eliminations of their classification outside the Float Pool.

Pods and Primary Locations:

East King	Peninsula	Snohomish	Olympia
Bellevue (Primary), Factoria, Redmond	Bremerton, Poulsbo, Silverdale (Primary), Port Orchard, Gig Harbor	Everett (Primary), Lynnwood, Northshore, Smokey Point	Olympia (Primary), West Olympia

Tahoma	Seattle	South King	Spokane
Tacoma Mall, TGB, Puyallup, Steele St, Tacoma Specialty (Primary)	Capitol Hill (Primary), Northgate, Rainier, Ballard, South Lake Union	Burien (Primary), Federal Way, Kent, Renton Medical Center	Lidgerwood, Riverfront (Primary), South Hill, Veradale, Kendall Yards

Signed and dated this 8th day of November, 2023.

**KAISER FOUNDATION HEALTH
PLAN OF WASHINGTON**

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 8**

Signed by:
Joe Killinger
By _____
CB825E2D75A843F...
Joe Killinger
Director, ELR

DocuSigned by:
Suzanne Mode
By _____
7DFF082C4F924F6...
Suzanne Mode
Business Manager

Letter of Understanding
By and Between
Kaiser Foundation Health Plan of Washington (KFHPWA)
And
Office and Professional Employees Union, Local No. 8
HOME-BASED CODING AGREEMENT

November 8, 2023

Kaiser Foundation Health Plan of Washington (KFHPWA) and Office and Professional Employees International Union Local No. 8 (OPEIU) agree to provide an alternative work arrangement to coders employed at KFHPWA within Health Information Management understood to be the Home Based Coding Program. Under this agreement, employees in the OPEIU job classification currently known as Accredited Records Technician/Registered Health Information Technician are paid via the same pay schedule as on-site employees when working at alternate work sites.

The intent of this Agreement is to enhance coder job satisfaction, to provide work scheduling flexibility, to support recruitment and retention of coders, and to support the State of Washington initiative to reduce highway traffic. KFHPWA reserves the right to discontinue this agreement consistent with the KP Telecommuting Agreement. Employees may request to cease working remotely, and such requests shall not be unreasonably denied by the Employer.

Employee, as used in this Agreement, is defined as a coder working in their home. Alternative work site refers to the coder's home, or an alternate work site at KFHPWA.

Employees will be expected to comply with the following terms and conditions associated with the Union and/or National Coalition Telecommuting Agreement:

1. Employee's job responsibilities will not change as a consequence of the decision to telecommute.
2. KFHPWA benefits negotiated between KFHPWA and OPEIU will not change as a consequence of the decision to telecommute.
3. KFHPWA home-based coding standards relative to performance, productivity and conduct will not change as a consequence of the decision to telecommute.

4. Telecommuting will appear invisible to customers.
5. Employee's will be expected to work the number of hours associated with their percentage of full-time employment (FTE), and are not authorized to work more than that number of hours without prior approval from their manager/supervisor. For example, a full-time employee will be expected to work 40 hours per week. During the probation period, employees will work off-site, between the hours of 8:00 a.m. and 5:00 p.m., or some other mutually agreeable times. Once probation is completed, employees may determine their shift start and end time, but their shift start time must begin between the hours of 4:00 a.m. and 10:00 a.m. and end by 7:00 p.m. Due to this flexibility, the provisions of 10.04 of the Collective Bargaining Agreement will not apply to set shifts, or changed shifts at the employee's request, but will apply if a shift is changed at the Employer's request.
 - a. Employee's schedules will be defined in HRConnect, and employee's are expected to work scheduled hours. Time spent logging onto the computer counts as work time and will be compensated.
 - b. All employees will have a set work schedule and be required to work the set schedule. The following exceptions will apply with a 24-hour notice and supervisor approval:
 - Change in work schedule (day) within the week
 - Extended "lunch break" up to four (4) hours
 - Flex workday schedule by more than two (2) hours
 - c. Employees will enter worked time into HRConnect, or other standard KFHPWA payroll system, according to KFHPWA, Timekeeping and Time Clock Policy.
 - d. Employee's scheduled start times may be adjusted by two (2) hours, earlier or later, without approval. Changes to hours within a shift, which may result in non-consecutive hours being worked, must be preapproved by the manager/supervisor. Such requests shall not be unreasonably denied, nor require the use of PTO.
 - e. Staff may adjust the start of their workday. All hours must be within the standard twenty-four (24) hour day and the staff member must call prior to 7:00 a.m. on the day of the adjusted start time. Failure to call or email prior to 7:00 a.m. will result in the time being recorded as late arrival.

- f. Rest periods and lunch hours will be taken per the OPEIU Local 8 Contract and KFHPWA requirements.
 - g. The pay rule will change to a forty (40) hour work rule; overtime will be paid after forty (40) hours in a work week, no daily overtime.
 - h. Shift differential and weekend premium will apply when appropriate.
6. The telecommuting workspace is considered an extension of KFHPWA workspace. As such, the workspace must be kept clean, orderly, hazard free and ergonomically correct.
 7. Workers' Compensation Insurance will cover employee's who telecommute as it would staff working in KFHPWA facilities.
 8. KFHPWA retains the right to make on-site inspections of the alternative workspace. Union representatives are also authorized to make similar inspections. Employees will be notified at least 24 hours in advance by either party of an on-site visit.
 9. KFHPWA will provide the computer, software, reference materials, wrist rest (if requested), and installation of additional cable line (if required). The computer must be secured to a work surface with a security device, which will be provided by KFHPWA.
 10. KFHPWA will be responsible for delivery and installation (as appropriate) of above-named items, once per employee.
 11. Any hardware, software, or reference material purchased by KFHPWA remains the property of KFHPWA and will be returned by the employee should the employee's employment or this agreement be terminated or upon reassignment of the employee to a non-telecommuting position. Products developed while telecommuting for KFHPWA remain the property of KFHPWA. Arrangements will be made by KFHPWA for deinstallation of KFHPWA-provided equipment upon the last day of employment or upon termination of this telecommuting agreement, or upon reassignment of the employee to a non-telecommuting position. If in any case the equipment is picked up early, through no fault of the employee, he or she will be guaranteed pay through their last day of employment.
 12. KFHPWA-owned software may not be duplicated except as formally authorized.

13. No software other than that necessary to perform tasks related to telecommuting for KFHPWA is to be installed on the telecommuting computer, e.g. games.
14. For the purposes of hardware and software security, the following policies will apply to all computer equipment used for telecommuting.
 - a. All software must be approved by Information Service Division (ISD) before installation.
 - b. Only ISD-approved electronic mail system is allowed for use.
 - c. Desktop auditing software will be installed on each PC.
15. KFHPWA reserves the right to make changes in, or replace, hardware and software.
16. All employees will abide by KFHPWA confidentiality policies and shall be bound by those policies.
17. The employee is solely responsible for ensuring the confidentiality of any patient information visible on the screen at all times and will take every precaution to change to non-patient information screens if another individual enters the work area. Employees will sign a KFHPWA confidentiality statement.
18. KFHPWA equipment may not be used for other employers or clients or by anyone not employed by KFHPWA.
19. Monthly Internet access fees for telecommuting/business purpose will be charged to KFHPWA.
20. Each employee is responsible for having a work surface and an ergonomically correct, adjustable chair. KFHPWA will reimburse up to six hundred dollars (\$600.00) for the purchase of equipment (chair/lighting/workstation) with an appropriate receipt for the initials set up of a home work station (within 30 days of working offsite) or may choose such equipment out of KFHPWA selected catalog and will be paid for by KFHPWA and delivered to their home. Thereafter, such expenses will be out-of-pocket, unless replacement is necessary due to normal wear and/or accidental destruction. Property paid for by KFHPWA is considered property of KFHPWA.
21. Supplies required to complete assigned work at the alternate worksite are to be obtained at KFHPWA. Out-of-pocket expenses for materials and supplies normally available at KFHPWA, i.e. disks, paper, post-its, etc., will not be reimbursed.

22. KFHPWA will provide for the repair and maintenance of the hardware and software provided by KFHPWA as long as all agreements pertaining to maintenance and upkeep of the equipment and workspace outlined in this document have been followed. Employees will agree to allow repair personnel access to the alternate work site if necessary.
23. The employee will be responsible for and will reimburse KFHPWA for equipment repairs necessitated by:
 - a. Intentional damage to the equipment.
 - b. Damage resulting from gross negligence by the employee, any member of the family, or any other person.
 - c. Damage resulting from power surge if no surge protector is used.
 - d. Unauthorized changes to the PC per KFHPWA policy F-10-301.
24. Before being allowed to work at an alternate site, the following requirements must be met:
 - a. Meet and maintain the KFHPWA coding productivity standard.
 - b. Meet and maintain the KFHPWA coding quality review standard.
 - c. Adherence to KFHPWA policies; including attendance standard.
 - d. The employee must be able to receive the KFHPWA approved internet access in their home.
25. KFHPWA will provide workstations (on KFHPWA premises, or a site determined by KFHPWA) for employees:
 - a) during any employee training period and
 - b) when employees are unable to work off site due to equipment failure. When employees are required to work onsite to provide onsite coverage, attend meetings, trainings, seminars, etc., that are away from the alternate work site, KFHPWA Policy, Reimbursement for Travel and Business Expenses, will apply.
26. If for any reason an employee needs to work on site, the employee's work schedule will need to conform to onsite hours of operation.

27. Employees are expected to be accessible and access email and respond in a timely manner to their supervisor/manager, co-workers, and to other KFHPWA staff during scheduled work hours.
28. In the event of an equipment failure, employees will be paid for the first hour. If the equipment failure lasts longer than one hour, the employee will be allowed, but may be required, with manager/supervisor or lead approval, to:
- a. Work later the same day; or
 - b. Come onsite to work; or
 - c. Make up lost time later in the same work week; or
 - d. Use PTO or Leave with Benefits (LWB)

These arrangements will not be subject to overtime pay.

Signed and dated this 8th day of November, 2023.

**KAISER FOUNDATION HEALTH
PLAN OF WASHINGTON**

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 8**

Signed by:
Joe Killinger
By _____
CB825E2D75A843F...
Joe Killinger
Director, ELR

DocuSigned by:
Suzanne Mode
By _____
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Suzanne Mode
Business Manager

**LETTERS OF UNDERSTANDING,
ADDENDA AND MEMORANDA
BETWEEN
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL 8**

The following is a list of Agreements between the Employer and the Union that shall be in effect for the duration of this contract. Please contact Employer or the Union for the full document.

1. GHRI Agreement (May 1998)
2. Benefits Coalition 2008
3. Implementation of HIM Coder 1 and Coder 2 (November 13, 2008)
4. OPEIU Work Units – 2015
5. Call Quality – 2015
6. Patient Care Rep reclassification – 2016
7. Pre-Visit Specialist Classification – 2017
8. EWA Sr. Release of Information Reps – 2017
9. IRS Mileage Guidelines – 2018
10. Columbia Medical Associates – 2019
11. WA Paid FMLA – 2019
12. Steward Education and Union Leaves of Absence – 2022
13. Variable Shift Agreement
14. Qualified Bi-Lingual Agreement
15. Saturday Hours Agreement