

Agreement by and between

# **UFCW 21 and Kaiser Permanente**

*(Formerly Group Health Cooperative)*



## **Pro-Tech & Optical Unit**

**Effective 5/1/2015 – 4/30/2018**



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

**With a union you and your co-workers have a voice in decisions about your work life**—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

My Union Representative:

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My Union Steward:

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THIS AGREEMENT is made and entered into by and between GROUP HEALTH COOPERATIVE, hereinafter referred to as the “Employer,” and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 21, hereinafter referred to as the “Union”. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

## ARTICLE 1 - RECOGNITION

**1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the unit found appropriate by the National Labor Relations Board in Case No. 19-RC-7369 and Case No. 19-RC-7314; including all employees employed by the Employer in the attached wage schedule and excluding supervisors and guards (as defined by the Act), physicians, registered nurses, licensed practical nurses, service-maintenance employees, temporary or casual employees and all other employees.

**1.02** The Employer will advise the Union of any new classifications appropriate to this bargaining unit.

## ARTICLE 2 - UNION MEMBERSHIP

**2.01** Employees who are members of the Union at the time of signing will remain in good standing for the duration of this Agreement. All new full-time and part-time employees shall become and remain members of the Union on or before the thirtieth (30th) day of employment or thirty (30) days after the signing of this Agreement whichever is later. Membership in the Union shall be a condition of continued employment. After thirty (30) days of employment, temporary employees shall comply with the conditions set forth herein, or in the alternative, pay a service fee to the Union. 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 dues, the Employer will terminate such employee if the employee is then not in good standing in the Union.

**2.02** During the term of this Agreement, the Employer shall deduct Union initiation fees, dues, and agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to The Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

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

The Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The Union will reimburse Group Health for its reasonable cost of administering the political action deduction, based upon the requirements of the Federal Election Campaign Act (FECA) and the Employer’s reasonable administrative costs.

## ARTICLE 3 - NONDISCRIMINATION

**3.01** The Employer and the Union agree that conditions of employment shall be consistent with applicable federal, state and municipal laws regarding non-discrimination. No employee covered by the Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

## ARTICLE 4 - THE UNION REPRESENTATIVES

**4.01 Union Representatives** - 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 notifies the Employer of the representative’s presence, and that no undue interference with the work of the employees or the proper operation of the Employer shall result. Upon

completion of the Employer's centralized orientation program, the Cooperative will make a conference room available for up to one-half (1/2) hour for any GHC union to meet with new employees in their bargaining unit. Employee attendance will be voluntary. Any time spent in such voluntary meeting will be on unpaid time for both the new employee and the employee union representative.

**4.02 Shop Stewards** - The Union shall have the right to designate a reasonable number of Shop Stewards from among employees in the unit. The Union shall give the Employer written notice as to the current Shop Stewards and future replacements. The investigation of grievances, grievance meetings and other Union business shall be conducted by Shop Stewards during nonworking time, unless otherwise agreed by the Employer. When it is not practical or reasonable to transact Union business during nonworking periods, the Shop 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 the requirements of patient care. Shop Stewards shall suffer no loss of pay if required to attend grievance meetings with the Employer representatives during their scheduled work time.

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

**4.03 Bulletin Boards** - The Employer shall furnish a bulletin board for the use of the Union. All materials posted on such board must, prior to posting, be approved by the Employer and signed by a designated Union representative.

**4.04 Rosters** - The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list will include the name, classification, department, date of hire, shift, wage rate, work location, address, phone number, employer id number, status, date of birth, bargaining unit, and FTE status. Each month the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated during the month. The Employer will monthly supply a list of current addresses of all employees covered by this Agreement. These lists will be transmitted electronically to the union.

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

## **ARTICLE 5 - RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT**

**5.01** 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 materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind of location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote, demote and transfer employees; to discipline or discharge employees for just cause; to lay off employees for lack of work or other legitimate reasons; to recall employees; to require reasonable overtime work of employees; to promulgate work rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

## **ARTICLE 6 – DEFINITIONS**

**6.01 Probationary Employee** - An employee assigned an FTE shall be considered a probationary employee during the first six (6) calendar months of employment. After three (3) months employment, the Employer will discuss the employee's performance to date. After six (6) calendar months of continuous employment, the employee assigned an FTE shall become a regular employee. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

**6.02 Regular Employee** - A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position recognized as and identified with the Employer's organization. A regular employee is assigned an FTE.

**6.03 Full-Time Employee** - A full-time employee is one who in the performance of assigned duties normally works a regular continuing schedule of forty (40) hours per week, or eighty (80) hours within a fourteen (14) day period and has successfully completed the required probationary period.

**6.04 Part-Time Employee** - A part-time employee is one who in the performance of assigned duties normally works a regular continuing schedule of less than forty (40) hours per week and who has successfully completed the required probationary period. Except as specifically provided herein, part-time employees shall be entitled to fringe benefits specified in this Agreement on a pro-rata basis for all hours paid in their regular job assignment.

Part-time employees interested in being scheduled extra straight-time shifts above their FTE status may submit a written request to their manager by the first (1<sup>st</sup>) of each month. When preparing the monthly schedule the manager will review the requests submitted. If the employee is qualified to work extra shifts, priority will be given and employees will be scheduled by seniority.

After filling from the additional hours requests and the Employer still needs additional shifts, the Employer will first seek straight-time volunteers. If none are found, the manager will rotate additional hours in inverse seniority, including full time employees. Employees will only be required to work above their FTE for emergent situations.

Part-time employees who consistently work above their assigned FTE level at the same location for a period of six (6) months (except to replace an employee on an approved leave of absence) may request an increase of their FTE. If the FTE is .25 or less, it will be increased to the actual hours compensated.

**6.05 Temporary Employee** - A temporary employee is an employee hired to work during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. Length of service shall be a primary consideration when temporary employees apply for regular positions providing skill, competence and ability are substantially equal to that of other applicants in the judgment of the Employer. Temporary employees will not be utilized to fill a regular position. Temporary employees are not eligible for fringe benefits.

Temporary part-time employees scheduled .5 FTE or more over a six-month period shall result in a position or additional hours being posted with the following exceptions:

- a. Temporary part-time employees hired to replace a regular employee on sick leave or leave of absence may be retained on temporary status for the duration of the leave of absence. Employees will be notified by the employer in writing of this temporary status when hired.
- b. Temporary part-time employees or Students working during vacation breaks or on bona fide training programs shall not be subject to the six month reclassification provision.
- c. CRNAs will be exempt from this provision.
- d. Temporary employees will not have access to the grievance process for the purpose of challenging the end of the employee's employment

**6.06 Lead** - One who is assigned lead responsibilities as defined by management but does not have supervisory authority as defined by the Labor Management Relations Act. An employee designated by the Employer as a Lead may be responsible for a work unit within a department or may be responsible for a function within a facility. Designated leads who perform lead duties at multiple facilities or modalities on an ongoing basis shall receive Lead II premium. Travel responsibilities may be included.

**6.06.1 Establishment of Lead or Preceptor** - In any Optical store where there are four (4) or more full-time Opticians, the Employer shall designate a Lead or hire a Supervisor. In these locations, when the lead is absent, lead pay will be paid to the employee assigned substantially all lead duties in the absence of the regular lead for these hours and shall be reflected in the paycheck that includes these worked hours.

An employee assigned lead duties shall receive one dollar and seventy-five cents (\$1.75) per hour. In the event that an employee is selected to precept an apprentice, the employee will receive an additional one dollar per hour (\$1.00) for every hour spent precepting an apprentice. If the lead serves as the preceptor, that person will receive a total of two dollars and seventy-five cents per hour (\$2.75) for the combined duties of lead and preceptor when the employee is performing both duties.

**6.07 Travel Group Employees** - Travel group employees are regular employees with an assigned FTE. Temporary Part-Time (TPT) employees may also be hired to work in a Travel Group. These employees will provide coverage for vacations, short and long term leaves of absences, vacant regular positions while recruitment is underway, periodic surges in work demand not to exceed three months, and short term time limited augmentation of regular staffing levels. Each employee will be assigned a geographic POD.

**6.08 Student Coordinators** - A student coordinator is an experienced employee proficient in teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the skill development of a student who has been placed in a defined student program, the parameters of which have been set forth in writing by the Employer in conjunction with the colleges. Inherent in the student coordinator role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Department management will determine the need for coordinator assignments and the selection of student coordinator. The student coordinator shall be paid lead pay. If a lead is assigned student coordinator duties, no additional pay shall be provided. It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process for new employees and students, including addressing department processes and procedures to new employees. The general orientation process shall also include the providing of informational assistance, support and guidance. Student coordinator pay is not paid under these circumstances.

**6.09 Apprentice Dispensing Optician** - As required by law, the term Apprentice Dispensing Optician wherever used in this Agreement shall mean a person who shall be designated an apprentice in the records of the Director of Licenses in the State of Washington.

**6.10 Job Descriptions** - The Employer will provide the Union with the job descriptions for each classification covered by this Agreement.

## ARTICLE 7 - EMPLOYMENT PRACTICES

**7.01 Hiring** - If called upon to supply applicants, the Union agrees to recommend only those applicants that are fully qualified to perform the work involved. The parties agree that the hiring decision remains exclusively an Employer responsibility.

**7.02 Job Posting** - When a full-time or part-time job opening occurs, notice of such job shall be posted online at ghc.org for at least seventy-two (72) hours, excluding Saturdays, Sundays and holidays, unless circumstances require immediate replacement. During the initial seventy-two (72) hour posting, the job opening shall be filled on a seniority basis providing that the applicants' skills, competence and abilities are substantially equal. The Employer shall be the sole judge of an individual's qualifications, but such judgment shall be reasonably and fairly made and based upon job related criteria. The Employer is committed to upgrading, promoting and transferring bargaining unit employees. First priority shall be to hire, transfer and promote qualified bargaining unit employees holding an FTE.

**7.02.1** Formal verbal and written disciplinary warnings, other than final written warnings and suspensions, that are older than two (2) years shall not be considered when evaluating and selecting applicants for lateral transfers and promotions.

**7.03 Notice of Termination** - Full-time and part-time employees shall be entitled to two (2) weeks' notice of termination or the equivalent of two (2) work weeks' pay in lieu thereof plus any accrued vacation, except that the Employer shall not be required to comply with the provisions of this Section in cases of discharge for just cause.

**7.04 Notice of Resignation** - Full-time and part-time employees shall make a good faith effort to give twenty-one (21) days' notice of resignation but in no event less than fourteen (14) days written notice of resignation. Failure to give at least fourteen (14) days' notice shall result in loss of accrued vacation pay. It is agreed that consideration shall be given to extenuating circumstances that make such notice requirements impossible.

**7.05 Discipline and Discharge for Just Cause** - Discipline and discharge of regular employees shall be for just cause. Regular employees who have been discharged by the Employer shall, upon request by the employee, be given a written statement of the cause of discharge at the time of discharge or within a reasonable time thereafter. Copies of written warnings shall be given to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall be required to acknowledge receipt in writing of the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen and comprehend the gravity of

the disciplinary action. Upon request by the employee, the Union will be notified of all warning letters. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file. Verbal and written warnings, not including final written warnings, will not be relied on as the basis for further progressive discipline after two (2) years have passed since the discipline was issued.

**7.05.1 Terminations** - Prior to the termination of a regular employee, the Employer will provide notice to the Union.

**7.05.2** Group Health agrees to not include tardiness occurrences after lunch in its Group Health tardy policy as it applies to this group.

**7.06 Personnel Files** - Employees, by appointment, may review their personnel files, except for materials of a confidential nature from former employers. Employees may provide a written response to any material contained in their personnel file.

**7.07 Registration** - The Employer will encourage certification or registry for employees in classifications where such credentials are applicable.

**7.08 Evaluations** - The Employer will maintain an evaluation system which provides for employee evaluations. No evaluation results shall be entered into an employee's personnel file unless the employee has read it, and has had an opportunity to sign the evaluation and comment upon it. Termination evaluations may be entered without the employee's signature if circumstances prevent a mutual discussion.

**7.09 Pay Days** - Employees shall be paid at an hourly rate of pay. Pay days shall be every other Friday. When a holiday is on a Friday, pay day shall be Thursday. Employees are required to sign up for electronic deposit of pay.

**7.09.1 Payroll Error:** The payroll department will process individualized manual paychecks for requests of eight (8) hours or more of pay, if the request is received in payroll by the Tuesday after pay day. If the amount of the error represents less than eight (8) hours of pay and/or the payroll department does not receive the request until after Tuesday following payday, the adjustment will be processed on the next pay cycle. If the request was timely received and the adjustment was not added to the following payday, a manual paycheck will be processed in the week following payday.

**7.10** Written Personnel Action forms shall be used to specify conditions of hiring, termination, changes in employee status, pay, shift, or return from leave of absence over thirty (30) days. The employee shall be provided one copy of this form.

## ARTICLE 8 – SENIORITY

**8.01** Seniority shall mean an employee's continuous length of service within a classification or job related classifications as listed below from the most recent date of hire as a regular full-time or part-time employee. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire as a regular employee. Regular employees who transfer to regular positions outside the bargaining unit and subsequently return to a regular position within the bargaining unit without a break in continuous regular service shall retain previously accrued seniority.

The term "classification" shall be further defined to include certain job-related classification groups as follows:

1. \* X-Ray Reg. Elig. X-Ray Tech, Reg. Interventional Technologist, Mammography Technologist, Computed Tomography Technologist (CT), Magnetic Resonance Imaging Technologist (MRI)
2. \*\*\*Radiation Therapy Technologist, Dosimetrist
3. \*\* Nuclear Medicine Technologist
4. \*\* Sonographer, Cardiac Sonographer
5. Ophthalmic Technician (1902 COA), Ophthalmic Technician II (1949 COT)
6. Surgeon's Assistant
7. EEG Tech
8. ENG Tech
9. Physical Therapist Assistant
10. Lab Assistant



11. Med Tech (certified), Med Tech equivalent HHS Certified
12. MLT (certified)
13. Cytotechnologist (certified)
14. Histology Tech (certified)
15. Histology Tech (non-certified)
16. Respiratory Care Practitioners I (CRT), Respiratory Care Practitioner II (RRT), Pulmonary Function Tech I, Pulmonary Function Tech II, Sleep Clinician I, Sleep Clinician II
17. Pathology Tech
18. Nurse Anesthetist
19. Optician, Optician Apprentice
20. Registered Dietitians
21. Polysomnographic Technologist I Polysomnographic/ EEG Technologist II

\*Limitation on job classification related grouping: The above job classifications are grouped for purposes of accruing seniority under Article 8.02, creation of Low Senior Job Rosters under Article 8.03.7 and recall under Article 8.06. For purposes of soliciting volunteers and implementing a layoff under Article 8.04, hours reduction under Article 8.09, and determining comparability under Article 8.03.6(1) (what constitutes “same classification”) employees will be treated as separate groupings as follows:

- a. Employees classified as Mammography Technologists.
- b. Employees classified as Computed Tomography Technologists (CT)
- c. Employees classified as MRI Technologists.
- d. All other employees classified as Interventional Technologist.
- e. All radiology technologists (also referred to as Diagnostic Techs).
- f. Employees classified as Dosimetrists.

The identification of these groupings is not intended to limit the Employer’s right to make work assignments.

\*\*Nuclear Medicine Technologist/Ultrasonographers to be grandfathered into classification they currently practice. The grouping of these job classifications does not mean that an employee in one classification within the grouping is qualified to take a vacancy or assume the position of another employee in a different classification within the grouping. (The term “qualified” is defined in Article 8.03.1.)

\*\*\*Radiation Therapists/Dosimetrists. The grouping of these job classifications does not mean that an employee in one classification within the grouping is qualified to take a vacancy or assume the position of another employee in a different classification within the grouping. (The term “qualified” is defined in Article 8.03.1).

Dual Trained Laboratory/Radiology Personnel-Seniority - This understanding applies to laboratory and radiology employees who have been cross-trained and regularly assigned duties outside their usual work department at their facility. Seniority as defined in Article 8.01 shall be the determining factor in the event of an increase or decrease of hours in the department for which the employee has been cross-trained, providing that, in the judgment of the Employer, skill, competence and ability are substantially equal among the affected employees and further provided that scheduling and staffing requirements of the Employer are satisfied. This understanding shall not operate to provide cross-trained employees with layoff options under Articles 8.04.1 or 8.09 in the event the employee’s hours are decreased or eliminated in the department for which the employee has been cross-trained.

**8.02 Application of Seniority** - Seniority shall be the determining factor in layoff and recall from layoff, transfers, shift changes not otherwise governed by Article 8.09, promotions, unit-wide re-bidding and regular job openings where such factors as skill, competence and ability are substantially equal.

### 8.03 Definitions

**8.03.1 Qualified** - The term “qualified” as used in this Agreement shall mean the employee’s skills, competency and ability to independently (where appropriate), efficiently and reliably perform the responsibilities of a particular position within the time period normally expected of an employee new to the position. In determining whether a person is qualified, the relative demonstrated skill, competence, and ability will be criteria to be considered in the selection process. The Employer shall be the sole judge as to the qualifications and competence of its employees, but such judgment shall be fairly and reasonably exercised. In determining whether to lay off a more senior over less senior employee under Article

8.04 or to restrict the re-bidding under Article 8.03.4 or reassignment under Article 8.03.5 that might otherwise occur based on seniority, an employee will not be disqualified solely because the employee may, in the Employer's opinion, require up to four weeks to be oriented (which may include some skill enhancement) to the position. For purposes of exercising layoff options under Article 8.04.1, 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 opinion, 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 four weeks. If, after four (4) weeks of orientation, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria, the employee will be subject to layoff with recall rights without further notice. In determining whether an individual is "qualified", the overall performance of an employee, including dependability, is considered. Dependability includes such factors as attendance and punctuality.

**8.03.2 Work Unit** - The term work unit means a group of employees within a department or facility who performs the work of a specific job classification as identified in Section 8.01.

**8.03.3 Qualifying Hours Reduction** - Qualifying hours reduction means an involuntary reduction of hours that entitles the employee to exercise the options under Article 8.09 (Hours Reduction).

**8.03.4 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 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 requisite 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 apply (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 job classification to 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 job classification to 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 job classification to 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 or decreases his/her currently assigned FTE in the work unit by more than .2 FTE, unless no other position in the work unit is available.

Alternative to Unit-Wide Re-Bidding: With prior notice to the Union and when one hundred (100%) percent of the employees in a work unit agree to utilize an alternative reassignment process that is acceptable to the manager, that alternative process will be utilized in lieu of unit-wide re-bidding.

**8.03.5 Position Reassignment** - The term "position reassignment" means the Employer's reassignment of one 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 Article 8.03.4 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.

**8.03.6 Comparable Employment** - For purposes of this Article, "comparable employment" or "comparable vacancy" shall be defined to include:

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. FTE's split between clinics will not be considered "comparable" for purposes of this section.
4. Similar geographic location as follows:
  - a. Lynnwood, Northgate, Northshore, Everett
  - b. Burien, Renton, Federal Way, Rainier, Administrative Operations Center (AOC), Kent, Puyallup
  - c. Downtown, Capitol Hill Campus, AOC, Rainier
  - d. Olympia, Tacoma, Federal Way, Tacoma South, Tacoma Specialty Center, Puyallup
  - e. Bellevue, Redmond, Renton, Northshore, Factoria
  - f. Poulsbo, Port Orchard, Silverdale, Tacoma, Tacoma South, Tacoma Specialty Center.

**8.03.7 Low Senior Job Roster** - The Low Senior Job Roster shall be a listing of the jobs held by the least senior employees in a job classification \* as defined in 8.01 job-related classification groups, as follows:

- a. For classifications where all incumbents work in one location the Low Senior Job Roster will consist of the job held by the least senior employee in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.
- b. For classifications where there are ten (10) or fewer regular incumbents, the Low Senior Job Roster will consist of the jobs held by the two (2) least senior employees in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.
- c. For classification where there are eleven (11) to forty (40) regular incumbents, the Low Senior Job Roster will consist of the jobs held by the four (4) least senior employees in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater.
- d. For classifications where there are forty-one (41) or more regular incumbents, the Low Senior Job Roster will consist of the jobs held by the twelve (12) least senior employees in the classification or the number of employees in the job classification initially subject to layoff, whichever is greater. In the event a low senior employee holds more than one 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 incumbents with a layoff of two (2) employees, the Low Senior Job Roster would consist of the regular positions held by the three (3) least senior employees in the job classification if one (1) of the three (3) least senior employees held two (2) regular positions.

**8.04 Layoff Procedures** - When a permanent or prolonged reduction in the number of employees is required at any work unit, the employees in the affected classification\* in that work unit with the least amount of seniority shall be the first to be laid off, providing the remaining employees are qualified to perform the required work. When the Employer has determined that there will not be enough vacancies to ensure all staff are retained, the Employer will first allow people to voluntarily sever employment prior to implementing any rebids, bumping or involuntary layoffs.

**8.04.1 Vacancies** – An employee subject to layoff will be offered, by seniority, any comparable vacancy in the employee's job classification\*(see 8.01 job-related classifications) for which the employee is qualified. The employee may also select any other vacancy for which they are qualified. If the employee declines the comparable position, and doesn't assume any other vacancy within the Cooperative, it will be considered a voluntary termination and the employee will not be eligible for severance pay and will forgo recall rights.

**8.04.2 Voluntarily Severing Employment due to Layoffs** – In the event there is no comparable vacancy, or no vacancy for which the employee is qualified, the Employer will offer eligible employees in 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 Severance Benefits. To receive severance, employees will sign the release provided by Group Health. The release will cover only issues related to the employment of the employee at Group Health. 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 opinion, the remaining employees are qualified to perform the required work. In the event more employees volunteer than needed, volunteers will be accepted in order of seniority, providing that in the Employer's opinion, the remaining employees are qualified to perform the required work.

**8.04.3 Layoff Options** - An employee subject to layoff will have the following options:

- a. Lay off with recall rights and layoff benefits in accordance with Section 8.04.4. To receive severance, employees will sign the release provided by Group Health. The release will cover only issues related to the employment of the employee at Group Health; or
- b. Assume/select the position of any employee on the Low Senior Job Roster for which the employee is qualified, providing the employee is not already on the Low Senior Job Roster. An employee identified for layoff whose name already appears on the Low Senior Job Roster, and any employee on the Low Senior Job Roster whose position has been assumed as a result of this selection process, shall be subject to layoff with recall rights.

Exception on Right to Select Position from Low Senior Job Roster - If only one (1) employee in a job classification is subject to layoff on a Coop-wide basis and the employee is already on the Low Senior Job Roster, the employee is limited to selecting the position of the least senior employee on the Low Senior Job Roster, providing the employee is qualified.

**8.04.4 Severance Benefits** - Severance benefits will consist of severance pay and extended medical benefits. Employees will be entitled to two (2) weeks of severance pay for each year of service to a maximum of twelve (12) weeks of severance pay, pro-rated to the employee's FTE and rate of pay at the time of 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 at their last day of employment with the Employer.

Employees will receive GHC-paid medical coverage for a period of twelve (12) months following the date on which their medical coverage would otherwise have terminated because of the termination of their employment with Group Health. These twelve (12) months of GHC-paid medical coverage comprises the first twelve (12) months of COBRA eligibility. Coverage will be provided at the same level in effect at the date of termination. Should the former employee become eligible for Medicare while receiving any severance benefits, the Group Health provided medical coverage will switch to Medicare supplement coverage, which requires that the employee timely registers for the Group Health Medicare plan.

**8.04.5 Layoff and Reassignment in the Optical Dispensaries** - Group Health shall provide the union with thirty (30) days' notice prior to any layoffs. When a permanent or prolonged reduction in the number of employees is required in an Optical Dispensary, the least senior employees in the grouped locations shall select any open position in their group provided that the employee is qualified to do the work. The least senior employees in the group are then allowed to select any open position in the entire organization, provided that the employee is qualified to do the work. Thereafter, employees who are subject to layoff will be permitted to bump less senior employees in their classification. For layoff purposes, opticians and apprentices shall be on a separate seniority list.

*NOTE: Float pool employees will be given a home base location in one of the three grouped locations listed in Article 8.04.6 for purposes of layoff. The Employer will establish the home bases equally across the three grouped locations.*

**8.04.6 Reassignment of the Laid off Employee** - Any employee who has completed the probationary period who is subject to layoff will be reassigned to any vacant position within the group for which the employee is qualified. If there is no vacancy within the employee's group, the employee will be reassigned to any comparable vacancy for which the employee is qualified. If there is no comparable vacancy, the employee may assume any noncomparable vacancy or assume the position of the least senior employee in the Group identified below, providing the employee is qualified. If the least senior person in the group is displaced, that employee shall have the option of accepting layoff with recall rights or assuming the position of the least senior person in the Cooperative, providing the employee is qualified.

Group One - Olympia, Tacoma, Silverdale, Port Orchard  
Group Two - Renton, Capitol Hill, Federal Way, Puyallup  
Group Three - Northgate, Bellevue, Everett

**8.04.7** The word "comparable" or "comparable employment" appearing in this Agreement shall be defined to include:

- a. Similar classification/rate of pay
- b. Similar shift
- c. Similar geographic group

- d. Similar FTE status. Similar FTE status shall be defined as a change of .2 FTE or less

**8.05 Notice** - Except in emergency situations or other unforeseeable conditions beyond the Employer's control, the affected employees shall be given at least thirty (30) days advance notice of layoff.

**8.06 Recall Procedure** - Employees who have been laid off pursuant to Article 8.04 or experienced a qualifying hours reduction under Article 8.09 shall be subject to recall to regular job openings in their former classification for which they are qualified in the inverse order of seniority prior to any job posting. 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 for an employee who has been laid off shall be made by certified mail to the last known address of the employee.

#### **8.06.1 Obligations of Employees on Recall**

a. 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 business days.

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

c. 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 (certified letter) to a comparable vacancy. If the employee fails to meet this requirement, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.

**8.07 Termination of Seniority** - Seniority shall terminate upon cessation of the regular employment relationship such as discharge, resignation, retirement, failure to return from leave of absence on a timely basis, failure to respond within the required time frame to a final notice of recall to a comparable position, failure to meet the requirements of a statement of continued interest in recall, refusal to accept an offer of comparable employment when subject to layoff or recall, or eighteen (18) consecutive months of layoff.

**8.08 Preference for Temporary Hours** - Regular employees subject to a planned reduction of eight (8) or more hours per week for sixty (60) or more consecutive days in duration will be given preference for temporary work at another department to supplement their existing schedule, providing the employee is qualified in the judgment of the Employer or the preference does not interfere with the department's ability to meet its staffing requirements through the use of existing temporary personnel. The employee shall be responsible for contacting other department managers to indicate the employee's interest and availability.

**8.09 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. An employee who is assigned to a .5 or more FTE status whose hours are involuntarily reduced .2 or more, or whose hours are reduced to any level that causes a reduction or change to medical benefits, shall have the following options: a. 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 to accept a position comparable to that held prior to the hour's reduction or to satisfy the obligations of employees on recall under Article 8.06.1 will result in termination of recall rights. b. By seniority, be offered any vacant position in their classification for which the employee is qualified prior to the vacant positions being offered to employees not subject to an hour's reduction or layoff. c. If there is no comparable vacancy, the employee may assume/select any position from the appropriate Low Senior Job Roster, to the limitation applicable to employees on the Low Senior Job Roster and the exception on the right to select a position from the Low Senior Job Roster under Article 8.04.1 (Involuntary Layoff Options) and further providing the employee is qualified d. Be laid off with recall rights.

**8.10 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 EIB during such temporary status. Temporary

employees returning to regular status without a break in service within twelve (12) months shall have previously accrued EIB reinstated.

## ARTICLE 9 - HOURS OF WORK-OVERTIME

**9.01 Hours of Work** - The normal work week shall be defined as forty (40) hours to be worked within a period of seven (7) consecutive days or eighty (80) hours to be worked or, in Urgent Care and other 24/7 settings as allowed under applicable overtime law, within a fourteen (14) day period. The normal work day shall be defined as eight (8) hours to be worked within a period of nine (9) consecutive hours except as noted below. The work week and work period discussed herein shall commence Sunday at 12:01 a.m. and shall end Saturday at 12:00 p.m. on either a seven (7) or fourteen (14) day basis. All employees shall be assigned to an eight (8) hour shift or an innovative shift. No employee will have their assigned shift manipulated to avoid paying overtime. Example: an eight (8) hour employee is assigned to work a ten (10) hour shift. That employee is not a ten (10) hour innovative shift employee and will receive overtime for all hours worked in excess of eight (8). In the case of an employee initiated shift swap, the above rule does not apply and the employee voluntarily working the longer shift shall be paid overtime only for hours worked in excess of that scheduled shift.

### Other Innovative Shifts:

- a. Nine (9) hour shifts. The normal work day may be defined as nine (9) hours to be worked within a period of up to ten (10) consecutive hours provided the normal work week consists of four (4) nine (9) hour shifts and one (1) four (4) hour shift in a work week. Employees working an innovative nine (9) hour shift shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for work beyond nine (9) hours in one (1) work day or any hours worked beyond forty (40) hours in a seven (7) day period.
- b. Ten (10) hour shifts. The normal work day may be defined as ten (10) hours to be worked within a period of up to eleven (11) consecutive hours provided the normal work week is worked within a period of four (4) consecutive days. Work days may be scheduled non-consecutively by agreement between the Employer and employee. Employees working an innovative ten (10) hour shift shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for work beyond ten (10) hours in one (1) work day or any hours worked beyond forty (40) hours in a seven (7) day period.
- c. Twelve (12) hour shifts. The normal work day may be defined as twelve (12) hours to be worked within a period of up to thirteen (13) consecutive hours each day, provided the normal work week is worked within a period of three (3) consecutive days. Employees assigned to this schedule on a regular basis shall be considered full-time employees and be paid for forty (40) hours. Work may be scheduled non-consecutively by agreement between the Employer and employee. Employees working an innovative twelve (12) hour shift shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first hour worked beyond twelve (12) hours in one (1) work day or any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than one (1) hour beyond the end of a scheduled shift all overtime hours for that shift will be paid at double-time.

### Weekend Shifts:

- a. Twelve (12) hour shifts. Weekend staff assigned two (2) twelve (12) hour shifts on a Saturday and Sunday shall be compensated for thirty-six (36) hours and weekend premium shall not apply.
- b. Sixteen (16) hour shifts. Weekend staff assigned two (2) sixteen (16) hour shifts on Saturday and Sunday shall be paid for forty (40) hours of work. Staff scheduled on a regular basis to work thirty-two (32) hours each weekend shall be considered full-time employees. Staff assigned one sixteen (16) hour shift on either Saturday or Sunday shall be paid for twenty (20) hours of work. Weekend staff will be paid overtime or, where applicable, double-time for all work in excess of sixteen (16) hours in a day or forty (40) hours in a work week. Weekend premium shall not apply.

Where work schedules other than an eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after thirty (30) days advance notice to the employees.

In the event a manager or group of employees mutually desire to implement a twelve (12) hour shift but the premium pay for hours not worked is a barrier, the Union agrees to consider the waiver of the contractual premium.

**Overtime.** Overtime will be in effect if eight (8) minutes or more are worked after the end of a regularly scheduled shift of eight (8) or more hours in duration. 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. Consistent with Sections 7(e) and 7(h) of the Fair Labor Standards Act, there shall be no pyramiding or duplication of overtime pay, call back pay, or holiday pay which would result in a rate exceeding one and one-half (1-1/2) or double time (2X) time an employee's regular rate of pay for the same hours worked. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for all time worked beyond the day or normal work period. Specifically, sick leave, vacation, and all other categories of paid absences will be excluded as time worked from the determination of the obligation to pay overtime and the calculation of the overtime. The calculation of double-time will change on the same basis as overtime at time and a half; namely, the obligation to pay double time (2X) shall be based on actual hours worked.

All overtime after twelve consecutive hours of work shall be paid at double (2x) the employee's regular rate of pay; provided, however, that on all shifts of twelve (12) hours or more, the first hour worked beyond the end of the shift will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. If an employee works more than one hour beyond the end of a shift of 12 or more hours, all overtime for that shift will be paid at double-time.

**9.02 Overtime Scheduling** - Where possible, overtime shall be scheduled on a rotating basis. If the employee scheduled cannot take the overtime, the employee will be responsible for securing a replacement, and the supervisor must be advised of any changes. Scheduled overtime must be posted four (4) days in advance, and a seniority list will be posted

**9.03 Report Pay** - Employees who report for work as scheduled for a shift of four (4) or more hours in duration (unless otherwise notified in advance) and are released from duty by the Employer because of low census/low work need shall receive a minimum of four (4) hours work or four (4) hours pay at the straight-time rate of pay. Employees who report to work as scheduled for a shift of less than four (4) hours in duration (unless otherwise notified in advance) and are released from duty because of low census/low work need shall receive the minimum number of hours scheduled but not worked at the straight time rate of pay. It shall be the responsibility of each employee to notify the Employer of the employee's current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

**9.04 Lunch and Rest Periods** - Employees shall receive an unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour. The lunch period shall occur as near the middle of the shift as is practical. When an employee is required to work three (3) hours or more of a second continuous shift in one (1) day, a meal break not to exceed one-half (1/2) hour shall be granted without loss of pay. When an employee is required by the Employer to remain on duty on the premises or at a specified work site, meal periods shall be paid by the Employer. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work. Such rest period shall be taken as nearly as practical during the middle of each shift, taking into consideration the primary concern of adequate department coverage.

**9.05 Rest Between Shifts** - The Employer will make a good faith effort to provide twelve (12) hours off between scheduled shifts, except for those on standby and those assigned to a weekend work schedule. Except for those employees on standby or working weekend shifts or any regularly assigned shift of twelve (12) hours or more, in the event an employee is required to work with less than twelve (12) hours off duty between regularly scheduled shifts, all time worked within this twelve (12) hour period shall be paid at one and a half (1½) times the regular rate of pay. Employees working 16 hour shifts will be granted scheduling flexibility so that they receive 8 hours rest between shifts.

When an employee is called back pursuant to Article 10.05, the number of call back hours actually worked shall be subtracted from the total number of hours between the scheduled shifts to determine whether there has been twelve hours off duty. Overtime worked consecutive to the regularly scheduled shift is considered part of the regularly scheduled shift for purposes of computing when regular shifts begin and end.

**9.06 Release From Work Due to Fatigue** -The Employer will give reasonable consideration to employee requests to be released from their scheduled day shift without pay due to fatigue resulting from work performed by the employee the previous night (11 p.m. to 7 a.m.), providing patient care and departmental needs are not jeopardized by the employee's absence. If a manager releases the employee for all or part of their shift due to fatigue, the employee will have the missed shift processed as scheduled PTO unless the employee requests Leave with Benefits (LWB). When released, the employee's time will not count as an occurrence.

**9.07 Schedules** - Work schedules shall be posted for at least a four (4) week period at least fourteen (14) calendar days prior to the beginning of the scheduled work period. Except for emergency or other unforeseeable conditions involving patient care (including low or high census conditions); individual scheduled hours of work may be changed only by mutual consent.

**9.07.1 Low census** - During a temporary period of low census/low work need the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required. When no volunteers are available, TPT staff shall be released first. If low census needs are still necessary, prior to implementing mandatory low census, upon employee request, the Employer will use its best efforts to find alternative work at that location or within the geographic area for qualified affected employees. Mandatory low census shall be scheduled on a rotating basis in order of inverse seniority taking into consideration the employee’s work schedule and providing the remaining employees are qualified to perform the required work. Employees who are sent home on low census have the option of using PTO (if available) or Leave with Benefits (LWB).

**9.08 Weekend Work** - With the exception of those employees specifically employed to provide weekend coverage (including employees working floating schedules) or those employees who voluntarily agree to more frequent weekend work, all regular employees assigned a .4 FTE or more shall be scheduled for two (2) out of every four (4) weekends off. Employees covered by this provision who are required to work on their regularly scheduled weekend off shall be compensated for all such time at one and one-half (1-1/2) times their regular rate of pay. The weekend shall be defined as that period of time from 7:00 a.m. Saturday to 7:00 a.m. Monday for employees working day or evening shifts, and from 11:00 p.m. Friday to 11:00 p.m. Sunday for employees working night shift. This section shall not apply to standby or callback assignments paid pursuant to Article 10.

It is not the Employer’s intention to schedule Bellevue, Tacoma Specialty Center and Capitol Hill Specialty Center radiology department employees to be at work or on standby/callback status every weekend, except for those employees specifically employed to provide weekend coverage or those employees who voluntarily agree to more frequent weekend work. Subject to possible vacation requirements or other unexpected needs of the department, the employer will make a good faith effort to schedule employees so that they would normally be scheduled off two out of four weekends. This commitment includes standby/callback assignments.

**ARTICLE 10 - CLASSIFICATIONS AND RATES OF PAY**

**10.01 Wage Schedule** - Exhibit “A” attached hereto, and made a part of this Agreement, is the wage schedule which applies effective on the dates indicated therein.

- a) Effective the first full pay period following April 30, 2015
  - a. The wage rates in effect for all bargaining unit employees will be increased across the board two percent (2.0%).
  - b. The following classifications will receive a market adjustment of one and one-half percent (1.5%). The market adjustment will first be applied and then two percent (2.0%) will be added to the adjusted rate.
    - i. Cardiac Sonographer
    - ii. Nuc. Med. Tech.
    - iii. Resp Care Practitioner (GF)
    - iv. Resp Pulm Func Tch I-Brd Cert E
    - v. Resp Sleep Clinician I-Brd Cert
  - c. The classification, Dosimetrist will receive a new wage scale.

	1	2	3	4	5	6	7	8	9
Dosimetrist	50.00	54.00	58.32	62.99	65.51	68.13	70.17	72.28	74.09

- b) Effective the first full pay period following April 30, 2016
  - a. The wage rates in effect for all bargaining unit employees will be increased across the board two percent (2.0%).



b. The following classifications will receive a market adjustment of one and one-half percent (1.5%). The market adjustment will first be applied and then two percent (2.0%) will be added to the adjusted rate.

- i. Cardiac Sonographer
- ii. Nuc. Med. Tech.
- iii. Resp Care Practitioner (GF)
- iv. Resp Pulm Func Tch I-Brd Cert E
- v. Resp Sleep Clinician I-Brd Cert

c) Effective the first full pay period following April 30, 2017

a. The wage rates in effective for all bargaining unit employees will be increased across the board by two percent (2%).

b. The following classifications will receive a market adjustment of one and one-half percent (1.5%). The market adjustment will first be applied and then two percent (2.0%) will be added to the adjusted rate.

- i. Resp Care Practitioner (GF)
- ii. Resp Pulm Func Tch I-Brd Cert E
- iii. Resp Sleep Clinician I-Brd Cert

d) There is a one-year wait to move between steps until staff reach step 12. There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18, (see Exhibit A). Staff will progress through steps upon their anniversary date.

e) The Nuc. Med. Ultrasound Tech position will be sunsetted, as long as they remain in the position, the two remaining staff in the Nuc. Med. Ultrasound Tech position will be paid \$1.00 above the Nuc. Med. Tech position at each payrate.

Extra Pay Provision - Regular employees hired on or before February 28, 2015 will receive \$250, prorated for FTE, the second full pay period following Jan 1, 2016 if the employee met the GH attendance standard (3% of time or 6 occurrences) in the calendar year ending December 31, 2015.

Regular employees hired on or before February 28, 2016 will receive \$250, prorated for FTE, the second full pay period following Jan 1, 2017 if the employee met the GH attendance standard (3% of time or 6 occurrences) in the calendar year ending December 31, 2016.

\*Must be a current employee to receive these lump sums

**10.01.1 Wage Schedule and Regular Rate of Pay** - The regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment, weekend premium if the weekend shift is a permanent assignment, and lead pay when the employee has a regular (designated) lead assignment.

**10.02 Shift Differential** - Shift differential is to be applied with the following guidelines:

- Staff start their shift at ten (10:00 am) or later will receive shift 2 differential for their entire shift when three and one-half (3 1/2) of their hours worked falls between 3 p.m. and 11 p.m. Shift 2 differential is \$2.00 per hour in addition to the regular hourly rate.
- Staff who start their shift at ten (10:00 am) or later will receive shift 3 differential for their entire shift when three and one-half (3 1/2) of their hours worked falls between 11 p.m. and 7:30 a.m. Shift 3 differential is \$2.75 per hour in addition to the regular hourly rate.
- Staff who work at least 3 1/2 hours in both shift 2 zone and shift 3 zone shall receive shift 3 for their entire shift.
- Staff who start their shift before ten (10:00 am) shall be paid shift 2 differential for one or more hours worked after 5:30 p.m., and the differential will pay starting from 5:30 p.m.
- Lunch is considered time worked for purposes of calculating shift differential

**10.03 Weekend Premium** - Any employee who works weekend hours shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. For weekend premium purposes, the weekend shall be defined as hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

**10.04 Standby Pay** - Employees placed on standby status off the premises shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour. Standby pay shall only be paid while on standby status and shall not be paid after the employee has been called back to work. Consistent with its present practice, to the extent possible, weekend and holiday standby assignments shall be equitably shared unless other arrangements are made by mutual consent. The Employer will continue to furnish paging devices consistent with its present practice. For standby in excess of one hundred (100) standby hours per pay period, an employee shall receive an extra fifty cents (\$.50) per hour for all standby over the one hundred (100) standby hours in a pay period.

**10.05 Call Back Pay** - Any employee called back to work after completion of the employee's regular work day shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay. When called back, the employee shall receive time and one-half (1-1/2) for a minimum of three (3) hours. Employees called back to work shall only be required to perform work within the scope of their normal duties related to direct patient care. The minimum callback hours shall not apply when an employee who is not on standby status reports to work in advance of the employee's assigned shift. The parties agree that employees called back to work have an affirmative responsibility to make themselves available for patients in the facility or whose arrival at the facility is imminent. It is understood that the term imminent generally means less than one hour. The three (3) hour premium pay shall apply even if the three hour period overlaps with their regularly scheduled shift.

**10.06 Work in Advance of Shift** - When an employee who is not on standby status is requested to report for work in advance of the normally assigned shift and works through the scheduled shift, all hours worked prior to the scheduled shift shall be paid for at the overtime rate of pay.

**10.07 Telephone Calls** - Employer will pay for telephone calls directly related to patient care and business operations, with a fifteen (15) minute minimum. Requests to work additional hours or to correct payroll issues are exempt from this provision. The exception form must be filled out by noon Monday following the previous pay period. This provision is subject to Article 9.01 Overtime.

**10.08 Mandatory Meetings** - Employees shall be paid a minimum of two (2) hours pay for attending mandatory meetings on their time off. This provision is subject to Section 9.01 Overtime.

**10.09 Lead Assignment** - Lead pay is one dollar and seventy-five cents (\$1.75) per hour. Lead II pay will be two dollars and fifty cents (\$2.50) per hour.

**10.09.1 Super User.** Eye Care Services management may assign Licensed Dispensing Opticians who are able to perform all duties and responsibilities of the employees they lead, the duty of "Super User". "Super User" responsibilities are to assist other Sapien users with correct third party benefit calculation and claims processing; including appropriate reinstatement of benefits and diagnosis code processing. "Super Users" will act as a facilitator between front line staff and Patient Financial Services (PFS). Those staff identified as "Super User" by management will be compensated with an additional two dollars (\$2.00) per hour.

**10.10 Specialty Certification Pay** - Employees certified in a specialty area by a national organization and working in that area of certification shall be paid a \$500 stipend (prorated for FTE) in the first pay period on or after May 1, provided the particular certification has been approved by the appropriate Service Line Director, or his/her designee, and further provided that the employee continues to meet all educational and other requirements to keep the certification/recertification current and in good standing.

A specialty certified employee is eligible for only one (1) certification stipend. Employees will notify their manager in writing at the time of certification/recertification and provide evidence of certification/recertification when received. Certification stipend will cease if renewal documents are not received by the established timeline.

A list of approved certifications will be developed by the Continuing Education Committee and posted online. The CE Committee will review the list annually and recommend updates to the appropriate Directors. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for

certification, recertification, fee schedule and other pertinent information to the CE Committee who may make a recommendation to the appropriate Executive Director.

All certifications must be approved by the appropriate Service Line Director, or his/her designee.

In order for a certification to be eligible:

- Certification must be beyond what is required for the position
- Employee is currently utilizing, or will be utilizing, the certification in their position
- Certification provides enhanced value to the work the employee does
- Employee continues to meet all educational and other requirements to keep the certification/recertification current and in good standing

Employees who believe a new certification should be added to the approved list should notify the CE Fund Committee in writing at any time during the year. Please include a program description, including purpose, scope, term, prerequisites for certification, recertification, fee schedule and other pertinent information so the CE Fund group can make an appropriate recommendation to the Service Line Director.

The CE Fund Committee meets quarterly and pending requests will be reviewed at each meeting. Certifications that are recommended will be forwarded on to the appropriate Service Line Director. Should your proposed certification be denied by the Service Line Director, he or she will attend the next CE Fund Committee meeting and explain the reasons for denial. If a Director is unable to attend a meeting, he or she will be required to email the reasoning for denial to the CE Fund Committee.

The list of approved certifications will be posted on Connections and updated as new certifications are added.

**10.11 Work in Higher Classification** - Any employee who is required to perform the work of a higher classification for four (4) or more consecutive hours of work shall be paid for the time worked at the higher classification rate of pay.

**10.12 Temporary Employees** - Temporary employees will be eligible for a longevity increment on the first full pay period on or after reaching (1000) hours or on their anniversary date, whichever is later. A regular employee who changes to temporary status will also receive a longevity step based on this same criteria. If (1000) hours is used to receive a step increase a combination of regular and temporary hours will be used.

**10.13 Promotions to a Higher Classification** - Employees promoted to a higher classification shall be placed at that step in the new wage scale which provides at least a five percent (5%) increase in rate of pay. In no event will an employee receive more than the new classification's maximum rate of pay as a result of this promotion. An employee promoted to a job classification within a job-related classification group as defined in Article 8.01 shall be paid at the same step in the new wage scale as their current step. Future longevity increments in all promotions shall be based on the date of promotion. The effective date of an increase for a promotion to a higher paying classification resulting from certification or recognition will be at the beginning of the first pay period after the Employer receives written documentation of the appropriate certification or registration.

**10.14 Replacement of Lead** - A relief Lead may be assigned in the absence of the regularly assigned lead when management determines the duties must be covered and will receive lead pay for all hours worked as relief lead.

**10.15 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 current position at a health care facility with a break in service of no more than two (2) years.

During the term of this agreement, if a new employee is hired above the minimum step set forth in Section 10.15, any current employee in that job classification with the same or greater years of comparable experience paid at a lower pay step will be brought up to the new employee's pay step. The Employer and the Union agree to periodically audit work units for compliance with this provision. Such audits will be performed as part of the Labor Management Committee work.

**10.16 Travel Groups** - Travel Groups may be established by service lines to provide coverage for vacations, short and long term leaves of absence, vacant regular positions while recruitment is underway, periodic surges in work demand not to exceed three (3) months, and short term time limited augmentation of regular staffing levels. These Travel Groups will reduce but not eliminate the need for the occasional floating of employees who have regular schedules at a specific facility or facilities. Such occasional floating will be done in accordance with this Article.

All employees hired or transferred into a Travel Group will be given the geographic groupings of Group Health facilities (pods) established for their service line.

FTE: Most Travel Group employees will be classified as regular and assigned an FTE. Temporary Part Time (TPT) employees may also be hired to work in a Travel Group. Group Health anticipates being able to utilize regular employees in a Travel Group at the level reflected in the employee's FTE, however, Group Health cannot guarantee any number of hours of work nor a regular schedule for any employee in a Travel Group.

- Assigned hours may vary from week to week. Payroll reports and schedules will be reviewed by management together with union representatives at the end of each quarter to confirm that, to the extent possible, employees are being assigned hours equivalent to their FTE, and that employees are accepting work assignments equivalent to their FTE during the review period. FTE adjustments will be considered every six (6) months, as warranted by this review together with a reassessment of projected coverage demands. Such adjustments will be done in accordance with Articles 6.04, 6.05, 8.09 and 8.10 of the CBA.
- Travel Group employees will be assigned available hours up to their FTE before regular part-time employees in any location are offered extra hours beyond their FTE.
- Additional hours beyond an employee's FTE may be voluntarily agreed to and worked, if available.
- Benefit eligibility will be in accordance with the assigned FTE level as recorded in the Employer's HR system. PTO shall accrue on all regular hours paid.

Work Locations: Travel Group employees will be assigned within a service line to a specific geographic grouping (pods) of Group Health facilities. The geographic groupings for this purpose will be established by the individual service line in consultation with Human Resources and the Union, communicated within the service line to all affected employees, and incorporated by reference into this Agreement. The Travel Group employees assigned to a Pod will be a separate work unit within the grouping of facilities that make up the Pods for all purposes including vacation bidding, hours reduction and layoff, unless otherwise specified when the groupings are established. Changes will require agreement between the Employer and the Union.

- Travel Group employees are expected to float to sites within their assigned Pod as part of their regular work.
- In the event Travel Group employees are needed to provide coverage outside their assigned Pod, the Employer will first ask for volunteers. If there are no volunteers, or if the assignment would result in overtime for the volunteer, the work will be assigned on a rotating basis in order of inverse seniority to the first employee who would not incur overtime.

Schedules. Travel Group employees may be assigned to work any shift/any day. Schedules will be according to Article 9.07.

Availability. Travel Group employees should make themselves available for additional assigned hours up to their assigned FTE.

Premium, Commute, Travel, Mileage.

Premium. Travel Group employees required to work outside their assigned Pod shall be paid a float premium of one dollar and fifty cents (\$1.50) per hour upon arrival at the assigned facility for all hours worked at that location.

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

- When commuting to locations within the Pod, Commute Time will not be paid.
- When commuting to locations outside the Pod, all Commute Time over forty-five (45) minutes one way will be paid at straight time. MapQuest will be used to determine commute time, unless applicable laws result in calculation more favorable to the employee.

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

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

Vacations. The vacation bids of Travel Group employees will be approved in relation to the bids submitted by staff in the sites included in their Pod.

- One of the purposes of Travel Group is to provide vacation coverage. Therefore, a competing bid from a more senior employee in another work unit within the Pod may result in the denial of the Travel Group employee's bid.
- Likewise, the availability of coverage from the Travel Group will be a factor in approving vacation bids from work units within the Pod. In the event of competing bids from different work units within the Pod, Travel Group coverage will go to the most senior employees.

Layoff or Hours Reduction. In the event that a layoff or reduction in hours is necessary within the Travel Group, it will affect the least senior employee in the job classification and Pod where the change is needed, provided that the remaining employees in the work unit are qualified to do the remaining work. When assessing options under Article 8.04 or 8.09 for Travel Group employees:

- Travel Group vacancies outside an employee's own Pod are considered geographically non-comparable.
- Regular, facility-based vacancies at locations within the affected Pod are considered geographically comparable.

When assessing options under Article 8.04 or 8.09 for employees in other work units affected by layoff or reduction in hours, available vacancies in the Travel Group are considered non-comparable to positions outside Travel Group.

**10.16.1 Float Coverage** - Regular and probationary employees who are not in the Travel Group may be required to occasionally float to a facility within their geographic area. There is no premium pay associated with floating within their geographic area but any floating outside of their comparable geographic grouping/area shall be paid a float premium of one dollar and fifty cents (\$1.50) per hour upon arrival at the new facility for all hours worked. Float coverage will occur in the following order:

- Qualified and available volunteers who will not incur overtime, by seniority; if no volunteers, required coverage will be selected by inverse seniority. If the float pool assignment would result in overtime for the employee, the Employer may require the next employee who will not incur overtime to float. If 100% of the employees in a work unit wish to use an alternative to inverse seniority assignment, such as rotation, the Employer will not object.
- Travel time and mileage reimbursement to clinics shall be handled in accordance with Group Health policy
  - Extra shifts/shift extensions - Employees who volunteer will not receive time and mileage, any but employees required to work and travel directly from one location to the other will receive time and mileage.

Note - comparable geographic groupings for purposes of this section only will be determined by the particular service line. Eyecare employee groupings mirror the areas defined in their vacation selection process and for Eyecare only, for purposes of floating, Silverdale will be considered outside of Area One (whether traveling to or from).

## ARTICLE 11 - HOLIDAYS

**11.01 Holidays Grant.** The following holidays shall be granted with regular pay including shift differential as outlined in Section 11.02 below:

- New Year's Day,
- President's Day,
- Memorial Day,
- Independence Day,
- Martin Luther King Junior's Birthday,
- Labor Day,
- Thanksgiving Day,
- Christmas Day, and a
- Floating Holiday.

Floating holidays should be scheduled as far in advance as possible at a mutually agreeable time. New employees must be employed six (6) continuous months prior to being eligible for the floating holiday. Floating holidays must be taken in the same calendar year as an employee becomes eligible for the floating holiday.

### 11.02 Holiday Pay

**11.02.1 Holiday During Paid Time Off.** If a holiday falls during an employee's Paid Time Off, the day will be charged as a holiday.

**11.02.2 Work on Holiday.** Full-time and part-time regular employees who work on a holiday shall be paid one and one-half (1½) times the regular rate of pay for all hours worked plus Holiday pay at straight time (if holiday is on employee's regularly scheduled day on, Holiday pay is the number of hours the employee was scheduled to work had it not been for the holiday; if holiday is on employee's regularly scheduled day off, add the employee's regularly scheduled hours for that pay period, divide that figure by the number of days regularly scheduled and then multiply by employee's FTE to find the prorated amount of holiday pay). In addition, upon mutual agreement, a day off as unpaid leave with benefits may be taken within a thirty (30) day period following the holiday. Temporary employees required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay.

**11.02.3 Holiday Not Worked on regularly scheduled day off.** If a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive straight-time pay for the holiday based on their normal shift length (working 5x8, you get paid 8 hours on holiday; working 4x10, you get paid 10 hours for the holiday). Part-time employees shall receive prorated pay calculated by multiplying their assigned FTE times the number of hours worked in their normal workday for holidays which fall on a scheduled day off. For employees with variable shifts, add the employee's regularly scheduled hours for that pay period, divide that figure by the number of days regularly scheduled and then multiply by employee's FTE to find the prorated amount of holiday pay. In addition, upon mutual agreement, a day off as unpaid leave with benefits may be taken within a thirty (30) day period following the holiday.

**11.02.4 Holiday Not Worked on regularly scheduled day on.** Full or part-time employees who take their regularly scheduled shift off due to the holiday will be paid for the number of hours the employee would have worked but for the holiday. To be eligible to receive Holiday Pay for a holiday not worked, 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 prior approval for such absence on those regularly scheduled working days.

**11.02.5 Holiday Observance.** When a department is open on the calendar date of the holiday, holiday pay (1.5x) shall be paid for work performed on the calendar date of the holiday. If the department is closed on the calendar date of the holiday, but open on the day designated by the Employer for observance of the holiday, holiday pay (1.5x) shall be paid for work performed on the designated date for observance of the holiday. Should an employee work both the actual and observed holiday, holiday pay (1.5x) will apply on both days. Straight time holiday pay shall only apply on one of the days.

**11.03** Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) calendar month in advance by notices posted in conspicuous locations. The Employer will schedule holidays off up to thirty (30) days following the holiday. If this cannot be accomplished, the Employer will pay for the holiday. In any event, holiday pay will be at the rate of pay in effect as of the day of the holiday.

**11.04** 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 he is entitled to a paid sick leave.

**11.05** The specified date for observance of a holiday shall fall within a twenty-four (24) hour calendar period. Departments requiring seven (7) day per week staffing or twenty-four (24) hour per day coverage shall observe the calendar day only for Independence Day, Christmas Day and New Year's Day regardless of which day of the week the designated holiday falls. Other holidays recognized by this Agreement which are designated by government shall be observed on the designated day. For other departments, when a holiday falls on Saturday, Friday will be observed; when a holiday falls on Sunday, Monday will be observed.

**11.06** A weekend technician will not be required to work on both Christmas and New Year's when both holidays fall on a weekend in a two-week period.

**11.07 Holiday During Vacation** - If a holiday falls during the employee's vacation, it will be charged as a holiday. Assignments to work a holiday shall be equitably rotated to the extent possible. Such rotation shall take precedence over vacation selection by seniority and shall be posted in the department by January 15.

**11.08 Standby on Holiday** - Employees on standby on a holiday recognized by this Agreement shall be paid holiday pay for that holiday on which the standby occurred. Pay for holiday worked will be paid in the pay period in which it is earned. With management approval, the employee may schedule another day off as unpaid leave with benefits.

## **ARTICLE 12 - INSURANCE COVERAGE**

**12.01 Medical Insurance** - The Employer shall provide medical, surgical and hospital services coverage for all full-time and part-time employees effective the first of the month following two months of continuous eligible employment. Medical, surgical and hospital services coverage shall be provided to employees hired on or after January 1, 2004, assigned an FTE of .5 or greater. The Employer shall provide dependent coverage for full-time and part-time employees assigned a .75 or more FTE status, subject to the employee's agreement to pay the required monthly premium contribution.

**12.01.1** Employees and their covered dependents will be covered by the Total Health Plan negotiated with the Benefits Coalition and subject to the attached Memorandum of Understanding. If the Employer wishes to change this program, it will provide 30 days' notice to the Union. Eligible employees shall contribute to the premium expense for the Employee Medical Plan according to the Memorandum of Understanding through December 31, 2017.

**12.01.2 Optical/Lenses and Frames** - Group Health will provide the following vision benefit to all staff 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 \$150 per twelve (12) month period per member.

**12.01.3 Discount Policy** - The Employer reserves the option of amending its discount policy for Eye Care Services, consistent with its application to all GHC staff working in the department.

**12.02 Workers' Compensation** - All employees subject to this Agreement shall be covered by State Industrial Accident Insurance and Medical Aid, or the equivalent insurance, as provided for by Washington State law. Upon the completion of eighteen (18) 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 up to six (6) months.

**12.03 Dental Insurance** - Group Health will provide dental coverage under the Employer's Choices Dental Plans for each regular full-time employee and each 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 one (1) calendar month of employment. The Employer shall provide dental coverage for dependents of regular employees assigned a .75 FTE or more pursuant to eligibility requirements outlined in the plan. Employees may select the plan that suits them and pay the associated premiums for that plan through a pre-tax payroll deduction.

**12.04 Professional Liability (Opticians)** - The Employer will provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

**12.05 Life Insurance** - Employees shall be eligible for life and accidental death & dismemberment (AD&D) insurance the first of the month following one (1) calendar month of employment. Employees assigned a .75 FTE or more will be provided \$15,000 of coverage during the term of this Agreement. This amount will be reduced 40 percent at age 65. The employee may have the option of purchasing supplemental coverage as may be available under the policy.

**12.06 Unemployment Insurance** - All employees covered by this Agreement shall be provided coverage under the Washington State Unemployment Compensation Act.

**12.07 Pension Plan** - During the term of the Agreement, the Employer shall continue in full force and effect its Employee Retirement Plan, as amended below at Section 12.07.03, and subject to administrative (non-benefit) changes that may occur to the Plan.

**12.07.1** 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 Group Health.

**12.07.2** For employees covered by this Agreement, the Employer will continue to offer its 403(b)(7) Custodial Plan for employee voluntary pretax contributions. In addition, the Employer will match 50% of the first 4% of pay that eligible employees defer into their account. These matching contributions will vest immediately.

**12.07.3 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 who are:
  - a) hired,
  - b) rehired (unless the employee was laid off, was an active participant in the DB at the time of the layoff, and is reinstated to a position eligible to participate in the DB within 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 12 months prior to the transfer, and provides written notification to Employer of employee's transfer back in to a position covered by this Agreement within 30 days of transfer), or
  - d) 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 500 paid service hours. Credit for paid time where no services are provided (EIB, PTO, Holiday) is limited to 501 consecutive hours in one or more consecutive plan years. "Service hours" does not include leave while receiving pay under a plan maintained solely to comply with workers compensation, unemployment compensation or disability insurance laws.



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

#### **12.07.4 Optical Pension.**

- a) Acceptance of Trust Agreement: The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust, as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust.
- b) All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee.
- c) The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.
- d) The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.
- e) Notwithstanding the foregoing Section, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred seventy three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.
- f) Effective for hours in 2015, the Employer shall pay a total into the Sound Retirement Trust of one dollar and forty-five cents (\$1.45) per compensable hour for benefit accrual, which shall include the supplemental contribution of \$.25 per compensable hour which will be used solely for the purpose of pension deficit reduction, not benefit accrual.

#### **Pension Protection Act ("PPA").**

- a) This Agreement is to be subject to the Rehabilitation Plan adopted by the Board of Trustees for the Plan year commencing October 1, 2010 and that will be effective no later than January 1, 2011. The Board of Trustees of the Plan is authorized to adopt a Rehabilitation Plan which contains a schedule in the form attached hereto in Exhibit B (Rehabilitation Plan as updated September 23, 2014), amended only to the extent necessary as provided under Subsection (d) and subject to the modifications permitted under Subsection (f). The Employer shall be obligated to make pension contributions in addition to the contribution rates specified in Article 11, Section 11.01 of this Agreement only if those contributions are required in accordance with the attached schedule of benefits and contribution rates (the "Schedule") to the Pension Trust's 2010 - 2011 Rehabilitation Plan (subject to modification as provided below) as follows: \*effective with hours worked in the first of the month following contract ratification (November 1, 2015), a contribution of \$0.27 cents per hour; effective with hours worked January 1, 2016, an additional contribution of \$0.33 cents per

hour; and, effective with hours worked January 1, 2017 an additional contribution of \$0.39 cents per hour; and, effective with hours worked January 1, 2018, an additional contribution of \$0.45 cents per hour.

\*(The Rehabilitation Option required by Sound Trust Requirement Trust for this May 1, 2015 contract renewal was the cumulative \$0.06 for the balance of the 11 years (Table II in Exhibit B))

- b)** The Employer may reduce the amount of any contribution under Subsection (a) due the Trust (but not below zero) by the amount of any surcharge, deficiency or excise tax required to be paid by the Employer prior to January 1, 2011 as a result of the Pension Trust being certified in the red zone under the PPA. The contributions provided for under Subsection (a) herein shall be dedicated solely to improving the funding of the Pension Trust, and shall not be used to increase or improve benefits.
- c)** The Trustees of the Pension Trust are authorized and directed to reduce Pension Plan benefits as provided in the attached Exhibit B.
- d)** The provisions of this Article shall be re-opened following the expected 2010-2011 certification of red zone (critical) status for the sole purpose of adopting and implementing the Schedule submitted to the bargaining parties in accordance with the provisions of this Agreement, the PPA and the Rehabilitation Plan adopted by the Trustees. The bargaining parties agree that the Schedule shall be determined, adopted and maintained over time as follows:

  - i.** For the expected certification of critical status for the 2010 -2011 Plan year, the Trustees are authorized and directed to adopt a Rehabilitation Plan which contains the Schedule in the form attached hereto as Exhibit B (Rehabilitation Plan as updated September 23, 2014), amended only as required in subsection (a) above and (f) below, and shall submit such Schedule to the bargaining parties not later than 20 days from the date of certification of critical status. The Schedule shall be deemed approved by the bargaining parties and automatically incorporated into this Agreement without the need for further action as of the earliest date necessary to avoid the application of any employer surcharges under the PPA. The Schedule shall be effective on January 1, 2011 as to the initial Employer contribution required under Subsection 14.6(a), or as soon thereafter as legally permitted, as to any required benefit reductions. The Rehabilitation Period described in the PPA will not begin any earlier than it would have, had this limited re-opener not taken place. This re-opener shall constitute a renegotiation of the existing collective bargaining agreement as such is required under the PPA, and the Collective Bargaining Agreement shall not be construed to have expired as a result of the re-opener.
- e)** The Board of Trustees is authorized and directed to take all reasonable measures to cooperate and assist in achieving the objectives of this Section.
- f)** Notwithstanding the foregoing, the Board of Trustees is directed to apply for provisions provided by the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010. If relief is granted, the Trustees shall decide how such relief is applied. If later enacted legislation permits a reduction in contributions (or increase in benefits, or both), the Trustees may revise the Rehabilitation Schedules and the bargaining parties will adopt the new Schedule. Subject to the foregoing, the Trustees are authorized and directed to modify promptly the Schedule (and the contributions and benefit reductions) in

accordance with this subsection and subsections (a) and (c) above and as required or permitted by such law, rule or regulation, and such modifications shall automatically be deemed incorporated into the attached Schedule (which shall be revised and updated accordingly).

**12.08** Participation in medical, dental, life insurance, pension and other benefits specified in this contract shall be subject to the specific terms, conditions and eligibility requirements of the benefit plans.

**12.09 Long-Term Disability Insurance** - The Employer shall provide its currently available long-term disability insurance for each employee assigned a .75 FTE or more, subject to the terms and conditions in the plan and the employee's agreement to make the required contribution.

**12.10 Long-Term Care Benefit** - The Employer has ceased offering the long-term care benefit to employees under this Agreement. Employees who currently have the benefit are grandfathered and will continue to be offered this voluntary benefit, subject to the terms and conditions in the plan and vendor agreement and the employee's agreement to make the required contribution.

**12.11 PTO Cashout** - Employer to provide PTO Cashout per Group Health policy.

**12.12 Retirement Service Award** - Beginning September 1, 2012 eligible regular employees will receive a Retirement Service Award at retirement if they are at least age fifty-five (55) *and* have been continuously employed in a 0.75 FTE position for twelve (12) or more years. The Retirement Service Award is fifty-five dollars (\$55) for every year of service at Group Health as a regular employee since the employee's most recent hire date.

**12.13 Retirement Notice Award** - Beginning September 1, 2012, regular employees who give between six (6) and nine (9) months' advance notice of retirement and are at least age fifty-five (55) with at least twelve (12) years of continuous service will be eligible for a Retirement Notice Award. The Award will be prorated for FTE at the employee's regular rate of pay at the time of retirement. The Award will be paid at the end of the employee's career with Group Health.

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:

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

## **ARTICLE 13 - PAID TIME OFF (PTO) / EXTENDED ILLNESS BANK (EIB)**

**13.01 Purpose** - Paid Time off is intended to provide employees with paid time to cover needs for 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.

### **13.02 Definitions**

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

**13.02.2 Unscheduled Absence** - The following notification standards shall be used to determine whether an absence is scheduled or unscheduled:

**13.02.3 Absences of Less Than 5 Days** - Unscheduled if taken with less than forty-eight 48 hours advance notice unless pre-approved by management.

**13.02.4 Absences of 5 Days or Longer** - Unscheduled if taken with less than 14 days advance notice unless pre-approved by management.

Unscheduled time off is considered excessive if it occurs more than six (6) times during a year, or more than 3% of the employees work time.

**13.02.5 Hours at Risk** - PTO hours shall continue to accrue until the employee's PTO balance reaches 150% of the employee's annual accrual. (1.5 times the annual accrual rate.) Once PTO balance falls below 150% of the employee's annual accrual, the accrual of PTO hours would resume.

**13.03 Eligibility** - All regular employees shall accrue hours under the Paid Time Off Plan from their date of employment or date of transfer to the Paid Time Off Plan. Paid Time Off accrual hours may be used as accrued.

**13.04 Accrual Schedule** - The combined accrual schedule is as follows:

Accrual/Pay Period:

Completion of	Full-Time	Part-Time	Yearly Total
1-2 years	4.9341 hours	.0615 hours/hr	16 days
3 years	5.52 hours	.0693 hours/hr	18 days
4-5 years	7.3846 hours	.0922 hours/hr	24 days
6-7 years	7.6923 hours	.0962 hours/hr	25 days
8-9 years	8.000 hours	.1000 hours/hr	26 days
10-11 years	8.3077 hours	.1038 hours/hr	27 days
12+ years	8.9231 hours	.1115 hours/hr	29 days

Extended Illness Bank (EIB) hours shall accrue at the rate of 1.85 hours per pay period (pro-rated for part-time employees).

**13.05 Use of Paid Time Off Accrued Hours** - Paid Time Off accrual hours may be taken in quarter hour, hourly, daily or weekly increments, subject to supervisory approval of requests for scheduled absences. Each department's established vacation rules as well as the provisions regarding vacation selection of this Agreement shall apply regarding advance notice, supervisory approval, scheduling requirements and minimum increments to be taken.

**13.06 Conversion of Unused Paid Time Off Days** - During Open Enrollment, employees may elect to convert up to a total of 48 hours (pro-rated for part-time employees) into their EIB account at 100% value. The minimum transfer to EIB is one (1) hour. PTO account balances may not go under 80 hours. The maximum accumulation to the EIB bank shall be 500 hours.

**13.07 Extended Illness Bank (EIB)**. Employees shall accrue six (6) days/forty-eight (48) hours per year (pro-rated for part-time employees) into the EIB for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period. The maximum accrual to the EIB bank shall be five hundred (500) hours. Employees who reach the 500 hour cap will not accrue additional EIB hours until their accrual drops below 500. Employees with existing (as of the date of contract ratification) accrued EIB hours in excess of 500 will retain and utilize those hours first, and will not accrue additional hours until their accrual is below 500. EIB hours will be used in the event of an illness lasting longer than sixteen (16) 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 taken from the employee's PTO; after that, all subsequent hours of that 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 schedule work are missed due to an illness. (.5 FTE x 16 work hours = 8 hours.)

Employees will use sixteen (16) consecutive hours of PTO (pro-rated for FTE) for each occurrence of illness or certified health condition for the employee or the employee's qualified family member (as defined in the Washington State Family Care Act Chapter 296-130 WAC) before using EIB hours. For example: An employee has been certified as having asthma and 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 a qualified family member has an 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 EIB on the first day of

absence due to the occupational injury if requested by the employee. Otherwise, the employee may use PTO or have the time be unpaid.

2. Relapse - In the event an employee, or a qualified family member, 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. Follow-up Therapy or Treatment. Absences due to prescribed physical therapy, radiation therapy, or chemotherapy treatments that are related to a specific illness or certified health condition and that occur within three (3) months after the employee's first absence due to his or her incapacity to work due to the same illness or injury or due to the employee's caring for a qualified family member in relation to the same illness or certified health condition, provided that the employee has used sixteen (16) hours of PTO (pro-rated for part time employees) for the original illness or certified health condition.

4. Ten-Day Absence - In the event an employee, or a qualified family member, has an extended illness lasting more than ten (10) calendar days, the first sixteen (16) scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee's EIB account.

5. Hospitalization - In the event an employee, or a qualified family member, is hospitalized overnight, the employee will have access to the EIB accrual on the first day of absence due to the hospitalization. Time off due to outpatient surgery, if requiring five (5) or more days of recovery, will also be paid from the employee's EIB account, if the employee has EIB accrual available.

**13.08 Sick Leave Compensation** - Accrued Paid Time Off as appropriate shall be payable at the 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 a dependent child spouse, parent, parent-in-law, or grandparent, pursuant to state law. As indicated by management, employees shall be required to notify the Employer with one (1) phone call at least one (1) to two (2) hours in advance of the employee's scheduled shift if unable to report for duty on the first shift. Two (2) to Three (3) hours advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. Failure to do so may result in loss of paid sick leave time for that day. The Employer shall give consideration to extenuating circumstances that make such notice requirements impossible. A receiving system will be established to receive incoming calls. The Employer reserves the right to require reasonable proof of such illness. Proven abuse of accrued Paid Time Off shall be grounds for discharge.

**13.08.1** Accrued Paid Time Off for sick leave shall not be payable on contractually designated or scheduled holidays.

**13.09 On-The-Job Injury** - Accrued Paid Time Off or EIB may be used to supplement the amount received by an employee from Workers' Compensation Insurance as provided in Section 13.02 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

**13.10 Medical Appointments** - 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 which an employee is unable to schedule during non-working hours. Up to four (4) hours may be included as release time, to be paid only when a minimum three days advance notice is received and approved by management. Release time for medical/dental appointments and/or treatments is subject to supervisory approval based upon patient care considerations and departmental needs. Paid release time for medical appointments will not count as an absence from work or an occurrence under the attendance policy. Medical Time Off may be taken in thirty (30) minute increments.

**13.11** In the event the employer implements a plan that allows accrued EIB to be transferred by employer into a Health Savings Account (HSA) to help offset retiree medical costs, the employer agrees to offer the same plan to the employees covered under this contract.

**13.12** The vacation year shall be based upon an employee's anniversary date as a regular employee. Vacations may be taken at any time during the vacation year mutually agreeable to the Employer and the employee. Vacations may be taken in increments of one (1) day or more.

**13.13** Vacations shall be scheduled by the Employer in such a way as will least interfere with the function of the department and the continuity of patient care. Vacation 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 a particular week and to the limitations as further set forth in this section. Seniority shall only prevail in vacation selection during the established posting period. Vacations shall be scheduled by work unit. The Employer will make all reasonable efforts to approve the maximum number of vacation requests by employees. If the employer denies a vacation request, the Employer will notify the employee of the denial, and the reasons for the denial, in writing. If at any time employees in a work unit believe vacation requests are being unreasonably denied, employees should utilize the Labor Management Committee for assistance in process improvement.

A vacation scheduling chart will be posted in each unit from January 1 through February 14 for the time period of May 15<sup>th</sup> through May 14<sup>th</sup> of the following year. Employees must register their vacation selection during the period of posting to ensure their seniority rights concerning vacation schedules. Anticipated work schedules for holidays will be posed by January 15. The Employer will approve or deny requested vacation dates by the first Monday in March. Vacation requests made outside the scheduled posting period will be approved or denied by supervision at least within four (4) weeks of the request.

**Limitations Holiday Rotation** - Employees are required to equitably rotate holidays and/or the work day before and after. "Work day" is defined as a day the department would normally have been scheduled to be open. Where vacation requests conflict with the rotation of holidays, and/or the work day before and the work day after those holidays, individual holiday rotation shall take precedence.

**Prime Time** - For vacation scheduling purposes, prime time shall be defined as the period between June 15 and September 15. During the posting period, employees are limited to three requests of less than three consecutive work days during prime time if such requests conflict with granting another employee a block of time off. A request for three or more consecutively scheduled days off is considered a block of time. This limitation shall not apply to employees with FTEs of .4 or below for whom a full week may consist of two or fewer days. In addition to the above limitation, employees who request and are granted three or more work weeks of vacation during prime time in one year are limited to two work weeks during prime time the following year unless granting a request in excess of two work weeks does not conflict with granting another employee a block of time off.

**13.14 Eyecare Vacation Scheduling** - Vacations shall be scheduled by seniority, subject to the following guidelines:

Clinic sites: Employees will be allowed to be off in each area during any week.

Area One – Olympia, Tacoma, Silverdale, Port Orchard, Puyallup

Area Two – Renton, Capitol Hill, Federal Way, Burien

Area Three – Northgate, Bellevue, Everett

The vacation schedule will be on a revolving monthly calendar per area. Employees may submit for up to two (2) weeks at a time and only in weekly increments by the 10<sup>th</sup> of the month for any month in the following year, i.e.: by April 10, 2013 time can be submitted for through April 2014. PTO will be approved or denied based on seniority by the 20<sup>th</sup> of the month. At six months out individual days can also be submitted for, i.e.: October 10, 2013 individual day in April of 2014 may be submitted. Two (2) employees will be allowed to be off in each group during any week. In the event of an emergency, managers have the right to adjust vacation schedules. Emergencies do not include tradeshow, sick calls or understaffing. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the particular department and the continuity of patient care.

At four (4) months out GHC may open additional weeks/days up based on the doctor's schedules to be submitted for vacation.

In order to assure at least two (2) employees can be off each week GHC will send out a roster as soon as possible after January 1<sup>st</sup> of each year requesting all employees to submit a list of at least two (2) other clinics they would float to for pre-approved vacation request coverage only. Employees will be required to float to other clinics to accommodate the vacation requests of colleagues.

The following six (6) holidays shall be rotated by seniority, and must be taken in weekly increments:

- New Year's Day
- Fourth of July
- Thanksgiving
- Christmas Day
- Memorial Day
- Labor Day

\*Note - Saturday holidays - the week before is what needs to be requested. Sunday holidays - the week after is what needs to be requested.

\*Note - holidays shall be rotated through by one (1) master seniority list and once an employee selects a holiday, they move to the bottom of the list.

Additionally, employees are required to provide thirty (30) days' notice to their manager of vacation giveback. Vacation giveback needs to be the complete week to be put back into the rotation to be taken by seniority per the vacation rules. Failure to adhere to this notice may result in an employee being scheduled to work in a location other than their home location.

Staff at the top of the list will be contacted thirteen (13) months in advance of the holiday week and will be expected to respond within one (1) work day (day that one is working). If no response is received then the next person on the list will be notified. When a holiday week is taken, that person will go to the bottom of the list. If any weeks remain open they will become available on the vacation roster. Please note: if a holiday week is given back, one will NOT go back to the top of the holiday list and that holiday week will go back to the vacation roster. The current holiday roster for each area will be posted online near the vacation roster.

*NOTE: Opticians shall be assigned vacation by area, except in one person stores, the Employer will not approve vacation requests that would result in no regularly assigned optician scheduled in a work location.*

**13.15** Full-time and part-time employees shall accrue vacation benefits each month according to Article 13.04.

### **13.16 Adjustment to PTO Anniversary Definitions**

A. Paid Time Off (PTO) Anniversary - The annual date on which the employee's PTO accrual carryover is calculated.

**13.17 Unforeseen PTO Shortage** - PTO that has been scheduled and approved will not be cancelled under the following conditions:

- a) The employee had adequate PTO or could reasonably be expected to have accrued adequate PTO by the time that the time off is scheduled to occur.
- b) The employee's PTO hours have been impacted due to unforeseen illness or injury.
- c) The employee does not have any attendance/tardy-related discipline in the past twelve (12) months.
- d) The employee is within three (3) standard work days (for example- 4, 6, 8, 10, 12 hour days) of having enough PTO to cover the scheduled time off.
- e) Time off for hourly employees that is not covered by PTO will be unpaid Leave no Pay Approved (LNA)). This time off is a maximum of three (3) standard work days that may only be used in one (1) instance per year and the hours may not be split up amongst multiple occasions. The employee may not choose to use unpaid time instead of available PTO. The LNA time under this circumstance will not count as an occurrence for attendance tracking purposes and is subject to manager approval.
- f) Unforeseen situations such as emergencies, catastrophic conditions and the like may necessitate scheduled PTO to be cancelled.

## **ARTICLE 14 - EDUCATION**

**14.01** The Employer agrees to allow leave or time with pay up to four (4) days (per calendar year) for educational/professional (academic) purposes, providing such leave/time shall be subject to scheduling and budgetary limitations of the Continuing Education Fund, approval by the Employer of the subject matter to be studied and certification of attendance and/or completion of the course. Educational leave/time may only be requested upon completion of at least six (6) months of continuous service.

Educational time shall be paid at straight time when taken on scheduled time off. Educational time taken on scheduled time off shall not be included as time worked for purposes of calculating overtime or included for the accrual of benefits. If the Employer requires an employee to attend an educational or training program, the costs of the program will be paid for by the Employer and the time spent by the employee at the program shall be paid as hours worked.

**14.02** When an employee is asked to attend an educational career oriented function by the Employer all expenses of this function shall be paid in full by the Employer, but not from the CE fund. All employees' wages shall also be paid, and time off shall not count against educational leave/time or vacation.

**14.03** Educational leave/time benefits will be granted by the Employer subject to patient load, work and budgetary requirements.

**14.04 Continuing Education** - The Employer will establish a continuing education fund to assist in the payment of continuing education expenses, including wages of replacement employees and wages for employees taking classes on their day off. Such assistance shall be subject to approval of the subject matter to be studied and certification and/or completion of the course. The annual contribution will be \$70,000. A continuing education advisory committee will be established to provide employee input into the policies and guidelines regarding fund disbursement. The Committee will consist of four (4) union-appointed employee representatives and four (4) management-appointed representatives. The committee will be co-chaired by an employer representative and a union representative and meet at least quarterly in the months of February, May, August, and November.

The core principle of the Continuing Education Fund is to help employees offset the cost of Continuing Education. A CE course is defined as any course in which an attendee receives credit for attendance, usually lasting less than a week in duration and is not reported on a college transcript. It must be applicable to maintaining or improving the skills which the employee is using as part of their duties at Group Health.

All Continuing Education funds that have been approved must be paid within two (2) pay periods. Additionally, employees are not reimbursed for courses that occur during the first six (6) months of employment until they have been with Group Health for a time period of six (6) months or until they have completed their probationary period, whichever is greater.

The managers of the Capitol Hill, Bellevue and Tacoma OR departments will transfer fund allotment to the centralized continuing education fund established under Article 14.04 for each calendar year of this Agreement so that requests for continuing education expenses will be administered through the centralized fund, subject to departmental procedures for authorization. It is agreed that employees classified as PA/SAs will receive a total allocation of \$1,000 continuing education funds per full-time employee in each calendar year covered by this Agreement. The Employer also agrees that each full-time PA/SA will be eligible for fifty-six (56) hours (pro-rated for part-time) of continuing leave/time per year during the term of this Agreement. Physical Therapy Assistants shall be allotted \$1000 per employee per calendar year for their continuing education (pro-rated for part-time employees).

**OPTICIANS.** The employer will pay for ten (10) hours of continuing education course work pursued during non-work hours. Education time shall be paid at straight time and shall not be included as time worked for purposes of calculating overtime or included for the accrual of benefits. This benefit is for all employees in this bargaining unit. The Employer will limit auditing to simply whether the staff member has license; allowing staff member to use contract funds without obtaining approval.

## **ARTICLE 15 - LEAVES OF ABSENCE**

**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 or for other personal reasons shall be entirely at the discretion of the Employer. Conversely, vacation time may be added to an employee's leave of absence by request. Leave without pay for a period of thirty (30) consecutive days or less shall not alter any regular employee's anniversary date. Employee-initiated leave without pay for up to four (4) days (32 hours) per calendar year shall not alter the amount of vacation pay or sick leave credits which would otherwise be earned. This limitation shall not apply to low census/low need.

The provisions in this Article on employee-initiated leave are not intended to apply to time spent in collective bargaining with the Employer or leave without pay granted pursuant to Article 9.06 (unpaid release due to fatigue from night callback). Employees on an approved leave of absence may not receive money, or its equivalent, from employment elsewhere or from self-employment unless approved by the Employer. This rule does not apply to an employee on an approved educational leave of absence. Sick leave and holidays are not accrued or payable during an unpaid leave of absence.



If a discretionary 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.

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

A leave of absence begins on the date of first absence from work. Accrued sick leave for the period of temporary disability shall be used during this period. If accrued sick leave is exhausted prior to the end of the leave, any accrued vacation shall then be used, except that an employee may elect to reserve up to twenty (20) hours (prorated for part-time employees) of vacation. Employees with a current health leave who wish to reserve PTO are required to make that election at the start of the Health claim and during Open Enrollment of each year to be effective the first full pay period following January 1 of the following calendar year. The one year service requirement shall not apply to health leaves for temporary disability due to pregnancy or childbirth.

The Employer will use reasonable efforts to staff the vacant positions created by the leave of absence on a temporary basis for the period of the employee's health leave, subject to patient care considerations and departmental needs. All persons hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return. Length of service credit and benefits will not accrue for the employee on leave but will remain the same as at the time of beginning the leave. Prior to returning to work after an extended absence for personal illness or injury, the Employer may require a statement from the attending physician attesting to the employee's capability to perform the work required of the job.

Such leave shall not exceed six (6) months. The Employer may permanently fill the position only if a health leave of absence exceeds twelve (12) weeks. If the Employer has filled the position permanently, pursuant to the above, the employee on leave of absence upon returning to the job during the six (6) month health leave period will be offered the first open position for which the employee is qualified.

**15.03 Family Care Act of Washington State. State Law** - Employees may use any accrued leave (PTO and EIB) to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children 18 years and older with disabilities. Grandparents-in-law, grandchildren and siblings are not included. Domestic partners and the family members as qualified above are also included.

**15.03.1 Family Leave Act of Washington State. State Law** – Women eligible for benefits under the federal FMLA will also be entitled to more time off for pregnancy and childbirth; they will receive benefits granted under the state Human Rights Commission for disability due to pregnancy and childbirth in addition to their 12 weeks of FMLA.

**15.03.2 Federal Law** - Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, and as of 1/1/05, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse/domestic partner, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.

**Definitions** - The words "domestic partner" shall be defined in the same way as they are defined by the Group Health Cooperative Affidavit of Marriage/Domestic Partnership. "Son and daughter" as used in Article 16.03(b) shall include the child of the employee over the age of 18 years but who is eligible for dependent coverage under the terms of the Employer's Group Medical Coverage Plan. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave time for which

the employee is eligible during family leave, except that an employee may elect to reserve up to forty (40) hours (prorated for part-time employees) of vacation. Employees with a current FMLA leave who wish to reserve 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 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.

**15.04 Dependent Care Leave** - After one (1) year of continuous employment an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 15.03 (Family Leave) or for the care of a dependent parent or spouse or domestic partner of the employee. Such leave will occur without loss of seniority or accrued benefits, subject to the Employer's policy on PTO carryover. An employee on dependent care leave not exceeding thirty (30) days shall be entitled to return to 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 year.

**15.05 Advance Study Leave** - After one (1) year of employment, leave may be granted for job related study up to one (1) year, and the employee will return to the first available job opening for which the employee is qualified 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.

**15.06 Bereavement Leave** - Regular full-time and part-time employees, including probationary employees, shall be allowed a maximum of three (3) scheduled days off (either consecutive or taken at different times) with pay by reason of death in the employee's immediate family. The term "immediate family" includes

- Spouse/domestic partner
- Mother
- Mother of spouse/domestic partner (mother-in-law)
- Stepmother
- Father
- Father of spouse/domestic partner (father-in-law)
- Stepfather
- Children
- Children, adopted
- Children of spouse/domestic partner
- Daughter-in-law
- Son-in-law
- Brother
- Brother of spouse/domestic partner (brother-in-law)
- Sister
- Sister of spouse/domestic partner (sister-in-law)
- Grandmother
- Grandfather
- Grandchildren
- Step-siblings
- Step-grandparents
- Grandparents-in-law

When an employee attends a funeral out of state, an additional day without loss of pay shall be granted when reasonable. Depending upon the circumstances, additional time off without pay may be granted by the Employer.

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

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

**15.08 Sabbatical Leave** - The purpose of a sabbatical is to provide an extended leave from an employee's customary work in order to pursue significant professional development activities such as full-time academic study, participation in research projects, providing healthcare in underserved areas, or publishing. Employees are eligible for their first sabbatical after working a minimum of ten (10) years of regular employment in an eligible job classification at Group Health. An employee who qualifies may request a sabbatical of up to six months or a sabbatical of up to one (1) year after working thirteen (13) years.

Employees granted a sabbatical will remain covered by the medical and dental plans in which they are already enrolled and life insurance and long-term disability in which they are already enrolled, subject to the availability of the coverage under the current terms of the plan.

Employees granted a sabbatical will retain previously accrued seniority. The total number of sabbatical leaves that may be granted during any one year will not exceed five (5). An employee granted a sabbatical agrees to return to employment with the Employer following sabbatical for at least one year. Employees returning from a sabbatical leave of no more than six months will be reinstated to their prior position.

Thereafter, employees will be reinstated to the first available position for which the employee is qualified. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The education committee may recommend criteria for selection of candidates and other guidelines the Employer establishes for administering the leave.

**15.09 Jury Duty** - Regular employees, including probationary employees, who are called to serve on jury duty shall be compensated by the Employer for their scheduled hours of work that the employee is required to report for jury duty. Employees called to jury duty who intend to serve will notify the Employer at least three (3) weeks in advance of their jury service or the employee may not be paid for the time they are required to report for jury duty.

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.

When an employee is excused from jury duty for all or part of a scheduled day, the employee will immediately contact his or her supervisor/manager for a work assignment. Employees required to return to work will continue to be paid during the transition from jury duty to work time.

**15.10 Witness Pay** - The Employer will pay an employee who is called to be a witness on behalf of the Employer for the time spent as though it were work time.

**15.11 Child Bonding Leave** - Employees who have one (1) year of continuous regular employment at .75 FTE or greater will be allowed two (2) weeks of leave at 100 percent 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 one-hundred (100) percent of an employee's regular compensation.

## **ARTICLE 16 - 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.

## **ARTICLE 17 - LABOR MANAGEMENT COMMITTEE**

It is the goal of UFCW 21 and Group Health Cooperative to engage in collaborative problem solving efforts so that broad based issues of mutual concern to the Union and the Employer can be addressed on an on-going basis during the term of this Agreement. The committee may agree to address matters subject to collective bargaining but shall not substitute for the contractually agreed-upon process for resolving grievances. Issues and problems pertaining to specific worksites will continue to be addressed at the facility or work unit level.

The committee may meet as needed and may be staffed by a mutually agreed-upon third party with expertise as a facilitator and experience in consensus decision-making using the collaborative model. The role of the facilitator will be to work with the parties in determining their priorities and method for addressing those priorities, and agenda development. The composition of the committee may vary depending on the issues; however, each party will appoint a core of no more than eight (8) representatives, among whom will be a participant with decision-making authority for each party. The committee may, at its discretion, establish subcommittees, agree to more frequent meetings, and establish operating agreements. Because joint training and employee participation are essential to the success of the committee, joint training in the collaborative model will be provided to all LMC members, and employee attendance at LMC meetings will not result in loss of wages.

## **ARTICLE 18 - OCCUPATIONAL SAFETY & HEALTH**

**18.01** The Employer will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees.

**18.02** The Employer shall form a Health and Safety committee composed of employee and Employer representatives. The purpose of the committee shall be to investigate safety and health measures for the workplace and its employees. The committee shall allow for 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.

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

**18.04** 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.

**18.05** 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 detection device. The Employer will maintain records of employee exposure.

## **ARTICLE 19 - STAFFING**

**19.01** Recognizing the importance of adequate staffing to the provisions of quality patient care and services, the Employer agrees that there should be an adequate number of staff in all departments on each shift. Staffing levels shall be determined by management for each work unit. Staffing levels should be based on the workload of each work unit, non-productive time (vacation accruals, sick leave, FMLA, etc.) and shall be sufficient to allow for a high quality of patient care and services.

**19.01.1** Employee(s) who have ongoing concerns about staffing shortages or excessive workloads (hereafter referred to as "staffing concerns") are encouraged to document their concern and address the issues directly with their supervisor/manager.

**19.01.2** If the supervisor/manager has not addressed a documented concern within fourteen (14) calendar days, the employee(s) may present it to the Labor/Management committee for a review. Any recommendations coming out of the committee will be forwarded to the employee(s) and supervisor/manager.

**19.01.3** If the Union believes that a staffing concern is broad based and ongoing, it may submit the matter in writing to the Labor/Management committee for review.

**19.01.4** The Labor/Management committee shall review and make such recommendations as it deems advisable and submit a final report to the Vice President (VP) of that area within thirty (30) days of receipt of the matter. The VP/designee shall respond with a final decision within twenty-one (21) days of the recommendation by sending a response to the co-chairs of the Labor/Management committee and the Department Director. The final decision is not subject to the grievance process.

**19.01.5** Group Health may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management committee: or an employee who notifies the Labor Management committee or hospital administration about his or her concerns about staffing.

**19.01.6** Group Health shall make every good faith effort to fill posted vacancies and fill absences including using temporary, TPT, agency, travelers, overtime in order to provide for reasonable workloads and to accommodate requested vacation time.

## ARTICLE 20 - GRIEVANCE PROCEDURE

Grievance defined - A grievance is defined as an alleged violation of the terms and conditions of this Agreement. It is the desire of the parties that potential grievances be resolved informally wherever possible. If the issue is not resolved informally then a formal grievance shall be filed. Formal grievances shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto. Failure of the employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step of the grievance procedure. Grievances filed for final written warnings, suspensions or terminations will begin with step 2, and the disciplining manager will attend the step two meeting.

**Step 1: Immediate Supervisor or Department Head** - The employee (and the Unit Representative or the Union Representative, if requested by the employee), shall present the grievance in writing to Labor Relations and the immediate supervisor or department head and the parties shall attempt to resolve the problem immediately, but in no event later than fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance. The immediate supervisor or department head shall be given fourteen (14) calendar days from the date of the step 1 meeting to respond in writing to the employee and union.

**Step 2: Next Level of Supervision** - If the matter is not resolved to the employee's satisfaction in Step 1, the employee and/or Union Representative shall present the grievance to the next level of supervision within fourteen (14) calendar days of the immediate supervisor's step 1 decision. The supervisor to whom the grievance was addressed at Step 1 is responsible for informing the grievant of the name, position and location of the next level supervisor to whom the second step grievance should be directed. This individual shall reply within fourteen (14) calendar days following notice of the step 2 grievance.

**Step 3: Labor Relations and Union Representative** - If the matter is not resolved in Step II to the parties' satisfaction, the grievance may be referred in writing to the Labor Relations or designee within fourteen (14) calendar days following receipt of the Step II response. Labor Relations and Union Representative shall meet within fourteen (14) calendar days to discuss the grievance. Labor Relations shall provide a written answer within fourteen (14) calendar days of the Step III meeting.

**Step 4: Arbitration** - If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the Step III response. 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 name remains. The person whose name remains shall be the arbitrator. The arbitrator's decisions shall be final and binding on all parties. The arbitrator shall not have authority to add to, subtract from, or otherwise 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 of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party. Any grievance where an arbitrator has not been selected within sixty (60) calendar days of the date of the Employer's step 3 response will be forfeited unless an extension is agreed to in writing by both parties. Forfeiture is not a determination on the merit of the grievance and shall not constitute a precedent.

Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve a grievance pending an arbitration hearing. Both parties must agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation is not to be considered a required step in the grievance process.

## **ARTICLE 21 - UNINTERRUPTED PATIENT CARE**

It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. Neither the Union nor its members, agents, representative, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or work stoppage of any nature whatsoever nor shall they engage in any picketing or any other similar conduct which interferes with the efficient operation of the Employer's business. In the event of any strike, sympathy strike, walkout, slowdown or work stoppage, or picketing, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. The Employer shall not lock out its employees.

## **ARTICLE 22 - GENERAL PROVISIONS**

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

**22.02** Any changes or amendments to the Agreement shall be in writing and duly executed by the parties hereto.

**22.03** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

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

## **ARTICLE 23 - TERM OF AGREEMENT**

This Agreement shall become effective May 1, 2015 and shall continue in full force and effect through April 30, 2018 and shall continue in effect from year to year thereafter, unless written notice of desire to amend or terminate the Agreement is served by either party by certified mail upon the other at least ninety (90) days prior to date of expiration. If written notice to amend is given, then this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate. In the event of inadvertent failure by either party to give the notice set forth in this Article, such party may give notice at any time prior to the termination date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this contract shall be the ninetieth (90th) day following such notice.

## **ARTICLE 24 - SUCCESSOR**

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.

IN WITNESS WHEREOF the parties have executed this Agreement this 24<sup>th</sup> day of March, 2016.

**GROUP HEALTH COOPERATIVE**

By: Tami Lamp  
Tami Lamp  
Executive Vice President Human Resources

By: Joe Killinger  
Joe Killinger  
Employee and Labor Relations Consultant

By: Jun Castillo  
Jun Castillo  
Director, Laboratory Services

By: Pam Rock  
Pam Rock  
Ancillary Services Manager,  
Rehabilitation and Occupational Medicine

**UFCW LOCAL 21**

By: Todd Crosby  
Todd Crosby  
President

Letter of Understanding – CRNA’s  
By and Between UFCW Local 21  
And Group Health Cooperative

The terms and conditions of the contract will apply to employees classified as Nurse Anesthetists except where otherwise addressed by the terms of this addendum.

1. A Nurse Anesthetist shall be considered a probationary employee during the first six (6) calendar months of continuous employment when classified as a regular employee on the Employer’s payroll records. During the probationary period, employees may be discharged without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

2. Scheduling - All employees shall receive two (2) consecutive days off each week, except in the case of mutual agreement between the employee and the Employer. Temporary and part-time nurse anesthetists who agreed to work on a scheduled day off will be paid a minimum of four (4) hours. It is recognized that there are circumstances where overtime may be required consistent with the provision of Article 5 that states that the Employer has the right to require reasonable overtime of employees.

3. Overtime Pay - Overtime will be in effect if eight (8) minutes or more are worked after the end of a regularly scheduled shift of eight (8) or more hours in duration. 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. There shall be no pyramiding or duplication of overtime pay, call back pay, or holiday pay which would result in a rate exceeding one and one-half (1 1/2) times or double (2) times where applicable under Article 9.01(f) an employee’s regular rate of pay for the same hours worked. Overtime worked consecutive to the regularly scheduled shift is considered part of the regularly scheduled shift for purpose of computing overtime compensation.

4. Notice of Resignation - Full- and part-time employees shall make a good faith effort to give one (1) month notice of resignation, but in no event less than twenty-one (21) days written notice of resignation. Failure to give at least twenty-one (21) days’ notice shall result in loss of accrued vacation.

5. CRNA Continuing Education Fund - Continuing education funds shall be available for continuing education expenses for nurse anesthetists. Expenses are identified as course tuition, economy travel (if approved and the course is not available locally), course materials, webinars and any others identified in the CE guidelines. CE Funds may only be used for events where education is the purpose of the request for funds. Expenses shall be subject to approval of the subject matter to be studied and certification of attendance and/or completion of the course. Nurse Anesthetists will provide input to the policies and guidelines regarding fund disbursement. The annual distribution will be a maximum of \$2,500 per person prorated by FTE. See specialty certification pay section for additional stipend information.

6. Tuition Reimbursement - Employees who are granted unpaid educational leave and who return to Group Health and subsequently remain in employment for one (1) calendar year shall be granted reimbursement of tuition or registration expense incurred, provided the educational program and cost was approved by the Employer as pertinent to upgrading the employee’s skills and knowledge and this is noted in writing in the personnel action form regarding the leave.

7. Paid Educational Leave - After one (1) year of continuous employment, employees shall be allowed up to eight (8) days (64 hours) of paid educational leave/time per year, providing such leave/time shall be subject to scheduling requirements of the hospital, approval by the Employer of the subject matter to be studied and certification of attendance and/or completion of the course.

8. Liability Insurance - The Employer shall provide liability coverage in the form of malpractice insurance for each employee, including nurse anesthesia students. Coverage shall be in an amount not less than coverage provided by the Employer on the date of signing of this Agreement. A certificate of insurance from the insurer or a memorandum of insurance specifying the details of coverage signed by the Employer shall be supplied to each employee on request.

9. Standby - Weekday standby will be three dollars and fifty cents (\$3.50) per hour. The employee on standby weekends, 11PM to 7AM weekdays, and on holidays will receive ten dollars (\$10.00) for the time on standby. The weekend shall be defined as Saturday 7:00 am to Monday 7:00 am. There will be no compensatory day off for standby shifts.

10. Temporary Employee or Relief - A professional CRNA occasionally employed for sick or vacation relief or other temporary periods. A temporary nurse anesthetist shall be paid twenty percent (20%) above the top step on the union pay scale in lieu of all fringe benefits for the hours worked.



11. Extra Duty Premium - Employees asked to wear a pager during non-scheduled hours for purposes of receiving last minute notification from another nurse anesthetist of an unexpected absence will be compensated ten dollars (\$10) for each up to twenty-four (24) hour period during which the pager is worn. It is the responsibility of the person wearing the pager to contact another nurse anesthetist to attempt to obtain relief coverage.

12. Vacation Accrual - Full and part-time employees shall accrue vacation benefits according to the following schedule:

Upon Completion of:	Accrual
1 yr - 7 yrs	26 days/yr .1000 hours/hr
8 yrs - 11 yrs	28 days/yr .1100 hours/hr
12 or more years	32 days/yr .1231 hours/hr

All other provisions of Article 13 otherwise apply.

**Letter of Agreement  
By and Between  
UFCW Local 21 (UFCW)  
And  
Group Health Cooperative (GHC)  
Regarding RCP Is/IIs  
January 23, 2013**

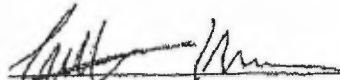
GHC and UFCW agree to the following changes:

Effective February 1, 2013, the RCP I and RCP II jobs will be merged into one job, titled RCP. The wage scale for this job will be the same as the current RCP II scale. This new job will require registration (RRT) at time of hire for all new hires going forward.

Currently, there are three (3) RCP I's at GHC who will have the option to take the exam to become registered. If they choose to do so and are successful, they would then be placed at the appropriate step on the new RCP wage scale in accordance with Article 10.14 of the CBA regarding promotions. If they choose not to become registered, they will remain as grandfathered RCP I's and remain on the RCP I scale.

Signed and dated this 28<sup>th</sup> day of February, 2013.

  
Jenny Wetzel  
GHC Labor Relations

  
Cecilia Mena  
UFCW Local 21

## **Memorandum of Understanding**

**Between Group Health and Unions United, a coalition of unions at Group Health that includes SEIU Healthcare 1199NW, UFCW Local 21, and OPEIU Locals 8 and 23**

### **Medical Benefit**

The parties to this Memorandum of Understanding ("MOU") agree that Group Health Cooperative ("Group Health") will provide medical benefits to eligible union-represented staff in accord with the health plan design developed and agreed to by the parties during the Unions United Benefits Coalition bargaining which resulted in a comprehensive program to encourage overall employee wellness ("Total Health"). The health plan design for Total Health will be maintained through 2017 (See attached Appendix A) and will be incorporated in the Summary Plan Description ("SPD").

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

### **New Participants**

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

### **Spousal/Domestic Partner Surcharge**

Spouses/domestic partners of employees who decline coverage offered through the spouse's employer may enroll in the GHC plan through the employee at an additional premium cost of \$100 per month effective January 1, 2015. The spousal/domestic partner surcharge will not apply under these conditions:

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

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

### **Appeal Process**

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

The parties agree that from 2013 through 2017, the project manager of the Total Health wellness program will review and issue a decision in the first level of appeal for union-represented employees who challenge qualification for the lower participant premium. If the project manager of the Total Health wellness program denies a first level appeal, an employee can request a second level review by the Appeals Committee. A request for a second level review must be submitted in writing to the Appeals Committee within 30 days of the employee's receipt of the first level decision. If the employee disagrees with the Appeals Committee's decision, then the employee may request a review by the third party determined by the Appeals Committee for a third level review. A request for a third level review must be submitted in writing to the Appeals Committee within 30 days of the employee's receipt of the second level decision. The decision of the third party shall be final and binding on the employee, the union that represents the employee, and Group Health. Notwithstanding the grievance and arbitration provisions of any collective bargaining agreement or the claims and appeals procedures set

forth in the SPD, the appeal process set forth herein shall be the sole avenue for resolving any disputes regarding whether or not an employee qualifies for a lower participant premium.

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

**Dental Plan**

Dental plans and employee cost share percentages currently in place will continue through 2017.

**Benefits Labor Management Committee**

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

**Nondiscrimination**


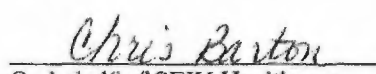
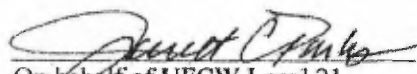

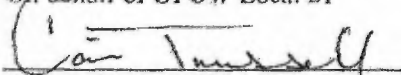
The parties agree that participation or non-participation in Total Health will not impact job performance evaluations, nor will there be any penalty or discrimination based upon participation or non-participation in the program.

**Termination and Renewal**

This MOU shall be in full force and effect until the expiration date of December 31, 2017, and shall continue in effect from year to year thereafter unless any party gives notice, in writing, no earlier than December 1, 2016 and no later than December 31, 2016 of its desire to terminate or modify such Agreement; provided that, in the event that any party serves written notice in accordance with this Section, any strike or stoppage of work after the expiration date shall not be deemed in violation of any provision of this Agreement, or any other provision of an existing collective bargaining agreement between the parties. It is anticipated that existing collective bargaining agreements between the parties will expire prior to the expiration of this MOU. The terms set forth in this MOU shall not be subject to bargaining during the negotiations for the collective bargaining agreements unless both parties agree in advance.

No later than March 30, 2017, any party to this agreement may terminate their participation in the Benefits Coalition and shall have the right to propose to modify existing terms or provisions of the health plan as provided in this MOU; and separate from any other agreements that may be reached.

The parties to this agreement acknowledge the time-sensitive nature of implementing any successor agreements that would require health plan or wellness program changes in 2018. As a result, the unions and Group Health commit to completing negotiations by June 30, 2017.

 On behalf of Group Health Cooperative	<u>10/9/13</u> Date	 On behalf of SEIU Healthcare 1199NW	<u>10-9-13</u> Date
 On behalf of UFCW Local 21	<u>10/9/13</u> Date	 On behalf of OPEIU Local 8	<u>10-9-13</u> Date
 On behalf of OPEIU Local 23	<u>10/9/13</u> Date		

## Appendix A

### Benefit Summary

#### Group Health - Total Health Union Plan

**Group Number: 1206900/4206900**

**Effective Date: 1/1/2014**

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

Benefits	Inside Network
<b>Annual plan deductible</b>	Employee pays \$100 individual /\$200 family
<b>Plan coinsurance</b>	No plan coinsurance
<b>Annual Out-of-pocket limit</b>	\$1,000 individual /\$2,000 family (all cost shares for covered services count towards this limit)
<b>Lifetime maximum</b>	unlimited
<b>Office visit - primary</b>	\$15 copay (increase to \$20 in 2016) Includes, but is not limited to, family practice, general practice, internal medicine, nutrition, obstetrics & gynecology, occupational medicine, osteopathy, pediatrics, respiratory therapy, urgent care, and women's health care
<b>Office visit - specialty</b>	\$20 copay (increase to \$25 in 2016) Includes, but is not limited to, allergy & immunology, anesthesiology, cardiology, critical care medicine, dentistry, dermatology, endocrinology, gastroenterology, genetics, hepatology, infectious disease, neonatal-perinatal medicine, nephrology, neurology, nematology/oncology, ophthalmology, ENT/otolaryngology, pathology, psychiatry, podiatry, pulmonary medicine/disease, radiology (nuclear medicine/radiation), rheumatology, sports medicine, general surgery (all specific surgeries) and urology
<b>Hospital services</b>	Inpatient: \$100 copay, per admit Outpatient: \$50 copay
<b>Prescription drugs</b> (some injectable drugs may be covered under outpatient services)	\$15 generic/\$30 copay brand for 30-day supply Certain chronic condition medications (determined by GHC) subject to a \$5 copay for 30-day supply
<b>Prescription mail order</b>	\$5 discount per 30 day supply. Copay waived for 90-day supply of certain chronic condition medications.
<b>Ambulance services</b>	Plan pays 80%, you pay 20%
<b>Chemical dependency</b>	Inpatient: \$100 copay, per admit
<b>Devices, equipment, and supplies</b> <ul style="list-style-type: none"> <li>- Durable medical equipment</li> <li>- Orthopedic appliances</li> <li>- Post-mastectomy bras limited to two (2) every six (6) months</li> <li>- Ostomy supplies</li> <li>- Prosthetic devices</li> </ul>	20% coinsurance, with cost shares waived for specific devices
<b>Diabetic supplies</b>	Insulin, needles, syringes and lancets – see prescription drugs External insulin pumps, blood glucose monitors, testing reagents and supplies – see devices, equipment and supplies. When devices, equipment and supplies or prescription drugs are covered

AD OPEIU 8

CT OPEIU 23

CB SEIU 1199NW

SM UFCW 21

*(Handwritten mark)*

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

CS OPEIU 8

CA OPEIU 23

CB SEIU 1199NW

UFCW UFCW 21

MD

## Appendix B

### Wellness credits and premium costs

**Wellness Plan** –The Total Health wellness plan will focus on cardiovascular health (heart health) beginning in 2014. Key heart health factors are body mass index (BMI), blood pressure (BP), and tobacco use (nicotine). The Wellness Plan will provide medical premium discounts by earning “cardio credits” (rather than points). The four key areas of the plan are:


- Health Screenings,
- Health Assessments.
- Journeys,
- Cardio Credits


- **Health Screenings** – Health screenings will be required by the employee to earn a discount on the medical plan premium. The screening will provide employees with their key numbers (BMI, BP and nicotine) to better manage their health. Healthy ranges are as follows:
  - **Nicotine** is no tobacco use
  - **Blood Pressure** is less than or equal to 140/90 mmHg
  - **BMI** is less than 30 or there is a 5% body weight loss from prior year’s results.

Screenings administered by a third party will be available annually at GHC sites for convenience. Or, numbers can be verified by the employee’s normal health care team by completing the *Health care provider form*.

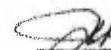
- **Health Assessments** – To be eligible for a premium discount, employee and their enrolled spouses/partners are required to complete the online Health Assessment. The assessment gives a health score indicating potential for improvement and recommendations for action. The recommendations are called “Journeys”.
- **Journeys** – Employee can earn cardio credits by taking a journey. A journey is a personalized online tool to help individuals engage in activities and track progress towards their health goals. Journeys focus on nutrition, weight management, physical activity and better management of chronic conditions.
- **Cardio Credits** - Employees will have an opportunity to qualify for a discount on medical plan premiums by earning cardio credits. One cardio credit is equal to one dollar. The health assessment is required to be completed by the employee and spouse or partner every year to be eligible for a discount. The health screening is also required to be completed by the employee every year to be eligible for a discount.
  - **The 2014 year:** The employee must earn 750 cardio credits by completing: 1) health screening to learn their numbers (required), 2) complete the online health assessment (500 cardio credits) and 3) earn the remaining 250 cardio credits either through journeys or by participating in Quit for Life® tobacco cessation program or Weight Watchers®. These 750 cardio credits will be required to receive the 2015 premium discount of \$750. In addition the spouse or partner must complete the health assessment.
  - **The 2015 – 2017:** Employees must complete a health screening, and be within a healthy range or make progress towards the healthy ranges, and a health assessment. If the employee is not within a healthy range, then they can earn cardio credits through actions outlined in the table below. As long as the employee completed the health screening and the health assessment (and if applicable, your spouse or partner has completed the health assessment), the cardio credits you earn will then be applied to the standard premium the following year up to the maximum discount amount. In some circumstances it might not be medically advisable for a participant to be within the healthy range. So to earn cardio credits, the *Health care provider form* will allow the participant and their health care team to determine the best course of action.

The online health assessment, journeys and point tracking will be available through a new wellness website that will launch in 2014.

 OPEIU 8

 OPEIU 23

 SEIU 1199NW

 UFCW 21



Activity	2014 (Jan 1, 2014 to Sept 30, 2014)	2015 (Oct 1, 2014 to Sept 30, 2015)	2016 (Oct 1, 2015 to Sept 30, 2016)	2017 (Oct 1, 2016 to Sept 30, 2017)
Health Assessment	Required for discount	Required for discount	Required for discount	Required for discount
Nicotine screening/ healthy range		250 cardio credits	300 cardio credits	400 cardio credits
BMI screening/ healthy range	500 cardio credits	125 cardio credits	150 cardio credits	200 cardio credits
BP screening/ healthy range	for screenings	125 cardio credits	150 cardio credits	200 cardio credits
Health Journey	125 cardio credits/ 2 max	125 cardio credits/ 3 max	150 cardio credits/ 3 max	200 cardio credits/ 3 max
Weight Watchers	125	125 cardio credits	150 cardio credits	200 cardio credits
Quit for Life	125	250 cardio credits	300 cardio credits	400 cardio credits
Total cardio credits available	1,000	1,250	1,500	2,000
Cardio credits needed for maximum discount	750	750	900	1200
Discount available	*\$750 discount (all or nothing) on 2015 premium	*Discount is based on credits earned up to \$750 maximum discount on 2016 premium	*Discount is based on credits earned up to \$900 maximum discount on 2017 premium	*Discount is based on credits earned up to \$1200 maximum discount on 2018 premium

**\*Required activities to be eligible for a premium discount:**

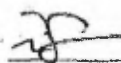
- Employee must complete the Health assessment and the screenings (Nicotine, BMI and BP) each year to be eligible for any premium discount.
- Spouse or partner must complete the Health Assessment each year in order for the employee to be eligible for any premium discount.

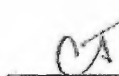
**Standard premium WITHOUT discount**


	2014	2015	2016	2017
Employee only	\$60.83/mo	\$82.50/mo	\$82.50/mo	\$105/mo
Employee + spouse/partner	\$85.83/mo	\$107.50/mo	\$107.50/mo	\$130/mo
Employee + children	\$85.83/mo	\$107.50/mo	\$107.50/mo	\$130/mo
Family	\$115.83/mo	\$137.50/mo	\$137.50/mo	\$160/mo

**Discounted premium after applying MAXIMUM cardio credits**

	2014 (\$550 earned in 2013)	2015 (\$750 earned in 2014)	2016 (\$750 earned in 2015)	2017 (\$900 earned in 2016)
Employee only	\$15/mo	\$20/mo	\$20/mo	\$30/mo
Employee + spouse/partner	\$40/mo	\$45/mo	\$45/mo	\$55/mo
Employee + child	\$40/mo	\$45/mo	\$45/mo	\$55/mo
Family	\$70/mo	\$75/mo	\$75/mo	\$85/mo

 OPEIU 8

 OPEIU 23

 SEIU 1199NW

 UFCW 21



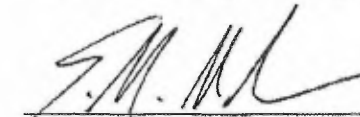
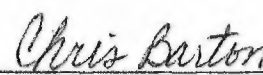

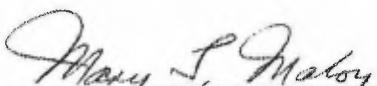
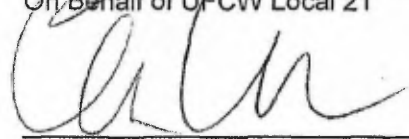


**Memorandum of Understanding**  
**Between Group Health Cooperative and Unions United, a coalition of unions at Group Health**  
**that includes SEIU Healthcare 1199NW, UFCW Local 21, and OPEIU Locals 8 and 23**

The parties to this Memorandum of Understanding ("MOU") entered into the "Total Health Memorandum of Agreement" dated 10/9/2013 which delineates the medical and dental benefits for union-represented Group Health employees for the time period 2014 through 2017. The purpose of this MOU is to amend that "Total Health Memorandum of Agreement" as follows:

In Appendix B in the Activity Chart, adjust the reference to "Health Journey" to include a "Track Option" effective October 1, 2014. Such Track Option can only be used once in place of completing one of the three Health Journey options.

The above changes are agreed to by the parties as stated below:

 _____ On Behalf of Group Health Cooperative	<u>7-22-14</u> Date	 _____ On Behalf of SEIU Healthcare 1199NW	<u>7-28-14</u> Date
 _____ On Behalf of UFCW Local 21	<u>8/6/14</u> Date	 _____ On Behalf of OPEIU Local 8	<u>8/5/14</u> Date
 _____ On Behalf of OPEIU Local 23	<u>7/31/14</u> Date		

UFCW Local 21  
Letter of Understanding  
Contract Implementation Issues post ratification  
10/16/2015

This Letter of Understanding is by and between Group Health Cooperative and UFCW Local 21.

The parties agree to:

1. Re-label all Addendum, MOU, LOU, LOA, MOA to Letters of Understanding.
2. Upon change of the EIB program the employer will offer for purchase to all employees a Short Term disability program that will allow for at least two (2) options of purchase by employees. One option shall include at least a 65% pay option and one additional option up to 110% pay. The employer shall meet and confer with the Union upon receiving bids from companies and discuss the best options to be offered to Union employees. This plan will be an option for purchase by the employee and they will be responsible for all the subsequent costs associated with the plan.
3. The employer and the Union agree to create a Pulmonary Technologist Certification Committee. The committee intent is to revisit the LOU dated 9/24/2012 on Pulmonary Technologist Certification. The committee shall include but not be limited to two (2) bargaining Unit members, a Union Representative and up to three (3) GHC management/HR members. By mutual agreement this committee may have less participants. Once an agreement has been reached this committee will no longer be necessary.
4. The employer and the Union agree to create an Opth. Tech career ladder committee to address outstanding issues related to the Letter of Agreement regarding Ophthalmic Technologists dated 09/30/2014 listed below. The committee will meet within 90 days and reach consensus on outstanding concerns within 180 days. During this time no working conditions or pay shall change that is not specifically spoken to in other provisions of the CBA.

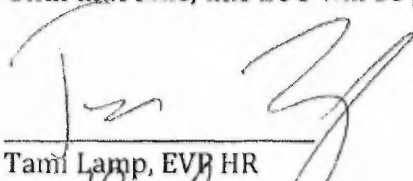
The committee shall include but not be limited to three (3) bargaining Unit members, a Union Representative and up to four (4) GHC management/HR members. Once an agreement has been reached this committee will no longer be necessary.

Specific issues to be addressed in the committee shall include but not be limited to:

- a. Development of 3 distinct pay scales for Opth. Assistant (Non Certified), Certified Opth. Assistant, Certified Opth. Technician.
- b. Job Descriptions/Responsibilities
- c. Advancement issues for employees from one Job Title to another
- d. Other department issues that create perceived inequity

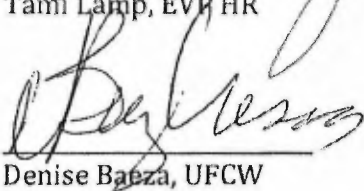
5. The employer and the Union agree to develop and set a date for a joint Contract implementation training that will include Managers, Shop Stewards, Union Representatives, Human Resource Representatives and Bargaining team members. The meeting shall be held within ninety (90) days of ratification of the contract and shall minimally cover new and/or revised contract provisions and relational issues. Attendance will be subject to patient care needs.

Once all commitments included in this LOU have been met, this LOU will be expired. Until that time, this LOU will be posted on GHC's internal website Connection.



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Tammi Lamp, EVR HR



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Denise Baeza, UFCW

Letter of Understanding  
By and Between  
Group Health Cooperative  
And  
UFCW Local 21  
Regarding Pulmonary Function Technologists (I and II)  
September 24, 2012

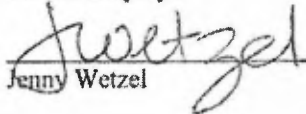
The parties have met and agreed to the following changes:

Effective September 24, 2012,

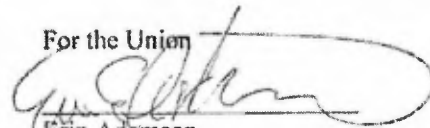
1. The PFT I scale will become a one (1) step wage scale for future hires. New hires will have six (6) months to become certified as a CPFT, at which point they will then move to the PFT II scale.
  - a. Any staff currently on the PFT I scale above step one (1) will remain at the step they are currently on and will be allowed to continue to move up steps until they complete their CPFT; at which point they will move to the PFT II scale. These staff will be given until December 31, 2013 to become certified.
  - b. Any staff currently on the PFT II scale who are not certified will not be required to become certified.
2. The move from PFT I to PFT II will be treated as a "new hire" for step placement and employees will be credited with any recent, relevant, continuous experience.
3. PFT II's must be certified at time of hire. This provision does not apply to PFT IIs hired before the effective date of this agreement.
4. Only employees classified as PFT II's must be certified. Those staff who fill in occasionally are not required to become certified, but rather encouraged.
5. If a future internal employee classified as a Sleep Clinician or RCP decides to pursue a PFT I position and is selected for such, this employees pay will be frozen while they are becoming certified, and once they move to the PFT II scale, they will resume their annual increases per their anniversary date that was in effect prior to their job change. Any anniversary dates that pass while an employee is frozen will be credited once the employee becomes certified.

Signed and dated this 11<sup>th</sup> day of October, 2012.

For the Employer

  
Jenny Wetzel

For the Union

  
Erin Adamson

Memorandum of Understanding regarding Eye Care Employees

SEIU Healthcare 1199 NW, UFCW 21, and Group Health

Upon a majority vote of the Ophthalmic Assistants, Certified Ophthalmic Assistants, and Certified Ophthalmic Technicians currently in the SEIU Healthcare 1199 NW Service bargaining unit at Group Health, all of the individuals in these three (3) job classifications in the SEIU Healthcare 1199 NW Service bargaining unit will become members of the UFCW 21 ProTech/Optical bargaining unit under the terms and conditions outlined in this memorandum.

All future ophthalmic bargaining unit positions at Group Health will be in the UFCW 21 ProTech/Optical bargaining unit. There will be no future ophthalmic positions at Group Health in the SEIU Healthcare 1199 NW Service bargaining unit.

**Seniority:**

Employees' seniority date at the time of union transfer, denoted in Attachment A below, will transfer with employees to their position in the UFCW 21 ProTech/Optical bargaining unit. The transferred seniority will apply to all areas where seniority is relevant as per the UFCW 21 collective bargaining agreement. Future seniority will accrue as per the terms of the UFCW 21 collective bargaining agreement.

**Wages:**

At the time of union transfer, employees will be placed on the appropriate UFCW 21 wage scale at the step closest to but not less than their current rate of pay on the SEIU Healthcare 1199 NW wage scale, as per Attachment B below.

Old Pay Scale	New Pay Scale
SEIU Ophthalmic Assistant	UFCW Ophthalmic Assistant
SEIU Certified Ophthalmic Assistant	UFCW Ophthalmic Assistant – Certified
SEIU Certified Ophthalmic Tech	UFCW Ophthalmic Tech – Certified

Future pay increases will be as per the UFCW 21 collective bargaining agreement.

Employees will retain their anniversary date for the purpose of step increases.

**Grandparented Ophthalmic Assistants:**

Paul Kiens will be "grandparented" as an Ophthalmic Assistant who is not required to attain JCAHPO certification within two (2) years of hire. He will continue to be employed as an Ophthalmic Assistant and not be required to attain JCAHPO certification for as long as he can be reasonably employed by Group Health as an Ophthalmic Assistant.

Daniel Honermann is a former SEIU member and is presently classified as an Acting Supervisor in the Eye Care department at Capitol Hill. When he concludes that assignment (estimated in January, 2017) he will also be "grandparented" as an Ophthalmic Assistant who is not required to attain JCAHPO certification within two (2) years of hire. He will continue to be employed as an Ophthalmic Assistant and not be required to attain JCAHPO certification for as long as he can be reasonably employed by Group Health as an Ophthalmic Assistant.

**Other Terms and Conditions of Employment:**

Upon the transfer of the SEIU Healthcare 1199 NW Eye Care employees to UFCW 21, all conditions of work for these employees not addressed otherwise in this memorandum will be as per the UFCW 21 ProTech/Optical collective bargaining agreement.

Phoebe R Rounds  
SEIU Healthcare 1199 NW

11/28/16  
Date

M Reed  
UFCW 21

11/28/2016  
Date

J Wetzell  
Group Health

11/28/16  
Date

Exhibit A, UFCW Protech and Optical Wages  
Effective May 1, 2015

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1408	17.89	18.78	19.36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1407	22.57	23.46	24.18	25.43	26.19	26.95	27.74	28.55	29.30	30.18	-	-	-	-	-	-	-	-
1911	18.37	18.71	19.10	19.45	19.81	20.20	20.54	20.90	21.26	21.64	21.98	22.36	22.82	23.30	23.78	24.39	24.88	25.38
1903	69.16	71.25	73.38	75.55	77.84	80.97	83.36	85.87	88.40	91.12	93.85	96.67	-	-	-	-	-	-
1905	28.84	29.64	30.50	31.32	32.24	33.15	34.11	35.09	36.10	37.11	38.16	39.24	40.34	41.50	42.74	43.80	44.68	45.57
1906	30.20	31.07	31.98	32.87	33.79	34.76	35.75	36.76	37.82	38.91	39.99	41.15	42.29	43.50	44.73	45.83	46.76	47.70
1908	50.00	54.00	58.32	62.99	65.51	68.13	70.17	72.28	74.09	-	-	-	-	-	-	-	-	-
1943	24.36	24.94	25.59	26.22	26.90	27.58	28.23	28.93	29.66	30.37	31.12	31.95	32.73	33.54	34.38	35.24	35.94	36.66
1913	22.87	23.54	24.20	24.89	25.58	26.34	27.09	27.82	28.66	29.46	30.32	31.18	32.06	32.97	33.88	34.72	35.41	36.12
1914	20.10	20.72	21.34	21.94	22.61	23.29	23.99	24.70	25.41	26.14	-	-	-	-	-	-	-	-
1939	30.20	31.05	31.95	32.86	33.73	34.73	35.73	36.76	37.81	38.89	39.99	41.13	42.32	43.51	44.73	45.83	46.76	47.70
1916	16.94	17.43	17.91	18.42	18.91	19.36	19.72	20.10	20.49	20.87	21.31	21.78	22.20	22.62	23.07	23.67	24.14	24.62
1917	27.65	28.44	29.23	31.22	32.13	33.02	33.99	34.96	35.93	36.99	38.01	39.12	40.20	41.36	42.57	43.64	44.52	45.41
1915	29.89	30.65	31.48	33.45	34.36	35.24	36.21	37.19	38.16	39.21	40.24	41.34	42.45	43.57	44.79	45.92	46.83	47.77
1918	21.07	21.65	22.29	22.90	23.58	24.26	24.93	25.63	26.38	27.12	27.91	28.72	29.52	30.37	31.20	31.99	32.63	33.28
1919	25.59	26.35	27.08	27.83	28.63	29.47	30.30	31.16	32.08	33.00	33.92	34.90	35.87	36.89	37.93	38.89	39.67	40.46
1921	19.69	20.22	20.70	21.24	21.75	22.27	22.83	23.38	23.76	24.59	25.21	25.84	26.49	27.14	27.82	28.51	-	-
1922	36.63	37.67	38.72	39.85	40.98	42.14	43.34	44.63	45.86	47.12	48.08	49.04	-	-	-	-	-	-
1924	33.71	34.63	35.52	36.45	37.40	38.38	39.38	40.41	41.50	42.60	43.72	44.83	45.60	47.85	48.61	49.81	50.78	51.78
1902	17.60	18.16	18.71	19.30	19.90	20.53	21.21	21.86	22.51	23.19	23.91	24.67	25.44	26.20	26.98	27.70	28.31	28.92
1949	23.41	23.96	24.47	25.00	25.56	26.14	26.70	27.07	27.49	27.91	28.35	28.88	29.59	30.32	31.08	31.54	32.17	32.81
1912	19.88	20.01	20.46	20.90	21.39	21.83	22.25	22.68	23.19	23.64	24.07	24.54	25.05	25.53	26.05	26.70	27.23	27.77
1927	21.61	22.24	22.88	23.55	24.19	24.86	25.59	26.30	27.05	27.80	28.62	29.41	30.30	31.12	32.02	32.81	33.46	34.13
1928	23.57	24.13	24.75	25.40	26.02	26.69	27.36	28.06	28.82	29.52	30.26	31.05	31.83	32.66	33.49	34.32	35.01	35.71
1929	26.76	27.50	28.21	28.93	29.65	30.44	31.24	32.08	32.87	33.76	34.61	35.52	36.45	37.40	38.39	39.33	40.12	40.92
1930	35.16	37.09	38.97	40.89	42.79	44.72	46.74	48.13	49.58	51.06	52.07	53.11	-	-	-	-	-	-
1931	25.64	26.38	27.13	27.89	28.70	29.49	30.36	31.19	32.12	33.01	33.95	34.96	35.88	36.89	37.95	38.91	39.70	40.49
1932	21.84	22.50	23.13	23.78	24.43	31.02	-	-	-	-	-	-	-	-	-	-	-	-
1933	26.83	27.52	28.20	28.91	29.64	30.38	31.12	31.91	32.73	33.53	34.37	35.23	36.12	37.00	37.92	38.88	39.66	40.45
1951	26.08	26.79	27.57	28.34	29.17	29.98	30.81	31.73	32.64	33.54	34.52	35.48	36.51	37.57	38.62	39.61	40.40	41.21
1945	26.08	26.79	27.57	28.34	29.17	29.98	30.81	31.73	32.64	33.54	34.52	35.48	36.51	37.57	38.62	39.61	40.40	41.21
1947	26.08	26.79	27.57	28.34	29.17	29.98	30.81	31.73	32.64	33.54	34.52	35.48	36.51	37.57	38.62	39.61	40.40	41.21
1941	32.23	33.14	34.02	34.94	35.87	36.84	37.82	38.84	39.91	40.99	42.11	43.20	43.95	46.18	46.92	48.10	49.06	50.04
1940	25.99	26.71	27.51	28.27	29.08	29.90	30.75	31.62	32.52	33.46	34.43	35.40	36.41	37.45	38.55	39.51	40.31	41.12
1909	32.19	33.07	33.93	34.88	35.80	36.79	37.79	38.77	39.83	40.90	42.01	43.11	43.86	46.09	46.85	48.03	48.99	49.97
1953	32.71	33.63	34.52	35.45	36.40	37.38	38.38	39.41	40.50	41.60	42.72	43.83	44.60	46.85	47.61	48.81	49.78	50.78
1934	24.13	24.82	25.52	26.28	27.00	27.76	28.61	29.40	30.23	31.08	31.98	32.89	33.82	34.82	35.82	36.73	37.48	38.22
1944	24.13	24.82	25.55	26.28	27.00	27.76	28.61	29.40	30.23	31.08	31.98	32.89	33.82	34.82	35.82	36.73	37.48	38.22
1946	24.13	24.82	25.55	26.28	27.00	27.76	28.61	29.40	30.23	31.08	31.98	32.89	33.82	34.82	35.82	36.73	37.48	38.22

There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18.

Exhibit A, UFCW ProTech and Optical Wages  
Effective May 1, 2016

JC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1408	1825	1915	1975	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1407	2302	2393	2467	25.93	26.71	27.49	28.29	29.12	29.89	30.78	-	-	-	-	-	-	-	-
1911	1874	1908	1949	19.84	20.20	20.60	20.95	21.32	21.68	22.08	22.42	22.81	23.27	23.76	24.25	24.88	25.38	25.89
1903	70.54	72.67	74.85	77.06	79.39	82.59	85.03	87.59	90.17	92.94	95.73	98.60	-	-	-	-	-	-
1905	29.41	30.23	31.11	31.95	32.89	33.81	34.79	35.79	36.82	37.85	38.92	40.02	41.15	42.33	43.59	44.67	45.57	46.49
1906	30.81	31.69	32.62	33.53	34.47	35.46	36.47	37.50	38.58	39.69	40.79	41.97	43.13	44.37	45.62	46.75	47.69	48.65
1908	51.00	55.08	59.49	64.25	66.82	69.49	71.57	73.73	75.57	-	-	-	-	-	-	-	-	-
1943	24.84	25.44	26.10	26.75	27.44	28.13	28.80	29.51	30.25	30.97	31.74	32.59	33.39	34.21	35.07	35.95	36.66	37.39
1913	23.33	24.01	24.69	25.39	26.09	26.86	27.63	28.37	29.24	30.05	30.93	31.81	32.70	33.63	34.56	35.42	36.12	36.84
1914	20.51	21.13	21.77	22.38	23.07	23.75	24.47	25.20	25.92	26.67	-	-	-	-	-	-	-	-
1939	30.81	31.67	32.59	33.52	34.44	35.43	36.45	37.50	38.57	39.67	40.79	41.95	43.17	44.38	45.62	46.75	47.69	48.65
1916	17.28	17.78	18.27	18.79	19.29	19.75	20.11	20.51	20.90	21.29	21.73	22.21	22.64	23.08	23.53	24.15	24.63	25.12
1917	28.21	29.01	29.82	31.85	32.77	33.68	34.67	35.65	36.65	37.72	38.77	39.90	41.00	42.19	43.43	44.51	45.41	46.32
1915	30.48	31.26	32.11	34.11	35.05	35.95	36.93	37.93	38.92	39.99	41.04	42.17	43.30	44.45	45.68	46.84	47.76	48.72
1918	21.49	22.09	22.73	23.36	24.05	24.74	25.43	26.15	26.90	27.66	28.47	29.30	30.11	30.97	31.83	32.63	33.28	33.95
1919	26.10	26.87	27.62	28.38	29.20	30.06	30.91	31.78	32.72	33.66	34.59	35.60	36.59	37.63	38.69	39.67	40.46	41.27
1921	20.08	20.62	21.11	21.66	22.18	22.71	23.28	23.85	24.23	25.08	25.72	26.35	27.02	27.69	28.37	29.08	-	-
1922	37.36	38.42	39.49	40.65	41.80	42.98	44.21	45.52	46.78	48.07	49.04	50.02	-	-	-	-	-	-
1924	34.85	35.80	36.73	37.69	38.67	39.69	40.72	41.79	42.92	44.05	45.22	46.37	47.16	49.49	50.28	51.52	52.53	53.55
1902	17.95	18.52	19.08	19.68	20.30	20.94	21.63	22.30	22.96	23.66	24.39	25.17	25.95	26.73	27.52	28.26	28.87	29.50
1949	23.88	24.44	24.96	25.50	26.07	26.66	27.23	27.61	28.04	28.47	28.92	29.46	30.18	30.93	31.70	32.17	32.81	33.47
1912	20.28	20.41	20.87	21.32	21.82	22.26	22.69	23.14	23.66	24.12	24.55	25.03	25.55	26.04	26.57	27.24	27.78	28.33
1927	22.05	22.68	23.34	24.02	24.68	25.35	26.10	26.82	27.59	28.35	29.19	29.99	30.91	31.74	32.66	33.47	34.13	34.81
1928	24.04	24.62	25.24	25.91	26.54	27.23	27.90	28.62	29.39	30.11	30.87	31.67	32.47	33.31	34.16	35.01	35.71	36.42
1929	27.30	28.05	28.78	29.51	30.24	31.05	31.87	32.72	33.53	34.44	35.30	36.23	37.18	38.15	39.16	40.12	40.92	41.74
1930	35.86	37.83	39.75	41.71	43.64	45.61	47.67	49.10	50.57	52.08	53.11	54.17	-	-	-	-	-	-
1931	26.16	26.90	27.67	28.44	29.28	30.08	30.96	31.82	32.76	33.67	34.62	35.65	36.60	37.63	38.71	39.69	40.49	41.30
1932	22.27	22.95	23.60	24.25	24.92	31.64	-	-	-	-	-	-	-	-	-	-	-	-
1933	27.36	28.07	28.77	29.48	30.23	30.98	31.74	32.54	33.39	34.20	35.06	35.94	36.84	37.74	38.68	39.66	40.45	41.26
1951	26.60	27.32	28.12	28.90	29.76	30.58	31.43	32.37	33.29	34.21	35.21	36.19	37.24	38.32	39.39	40.40	41.21	42.03
1945	26.60	27.32	28.12	28.90	29.76	30.58	31.43	32.37	33.29	34.21	35.21	36.19	37.24	38.32	39.39	40.40	41.21	42.03
1947	26.60	27.32	28.12	28.90	29.76	30.58	31.43	32.37	33.29	34.21	35.21	36.19	37.24	38.32	39.39	40.40	41.21	42.03
1941	32.88	33.80	34.70	35.63	36.59	37.58	38.58	39.62	40.71	41.81	42.95	44.06	44.83	47.10	47.86	49.07	50.04	51.04
1940	26.51	27.25	28.06	28.84	29.66	30.49	31.37	32.25	33.17	34.13	35.11	36.11	37.14	38.20	39.32	40.31	41.12	41.94
1909	33.32	34.23	35.11	36.10	37.05	38.08	39.11	40.13	41.22	42.33	43.48	44.62	45.40	47.70	48.49	49.72	50.70	51.72
1953	33.85	34.80	35.73	36.69	37.67	38.69	39.72	40.79	41.92	43.05	44.22	45.37	46.16	48.49	49.28	50.52	51.53	52.55
1934	24.97	25.69	26.45	27.20	27.95	28.73	29.61	30.43	31.29	32.17	33.10	34.04	35.01	36.04	37.08	38.02	38.79	39.56
1944	24.97	25.69	26.45	27.20	27.95	28.73	29.61	30.43	31.29	32.17	33.10	34.04	35.01	36.04	37.08	38.02	38.79	39.56
1946	24.97	25.69	26.45	27.20	27.95	28.73	29.61	30.43	31.29	32.17	33.10	34.04	35.01	36.04	37.08	38.02	38.79	39.56

There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18.



Exhibit A, UFCW Protech and Optical Wages  
Effective May 1, 2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1408	18.61	19.54	20.14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1407	23.48	24.41	25.16	26.45	27.25	28.04	28.86	29.70	30.48	31.40	-	-	-	-	-	-	-	-
1909	33.98	34.91	35.82	36.82	37.79	38.84	39.89	40.93	42.05	43.18	44.35	45.51	46.31	48.66	49.46	50.71	51.72	52.75
1911	19.11	19.46	19.88	20.24	20.61	21.01	21.37	21.74	22.12	22.52	22.87	23.26	23.74	24.24	24.74	25.37	25.88	26.40
1903	71.95	74.13	76.34	78.60	80.98	84.24	86.73	89.34	91.97	94.80	97.64	100.57	-	-	-	-	-	-
1905	30.00	30.84	31.73	32.59	33.54	34.49	35.49	36.51	37.56	38.61	39.70	40.82	41.97	43.18	44.46	45.57	46.48	47.41
1906	31.42	32.32	33.27	34.20	35.16	36.17	37.20	38.25	39.35	40.49	41.61	42.81	44.00	45.26	46.53	47.68	48.65	49.62
1908	52.02	56.18	60.68	65.53	68.16	70.88	73.00	75.20	77.08	-	-	-	-	-	-	-	-	-
1943	25.34	25.95	26.63	27.28	27.98	28.70	29.37	30.10	30.86	31.59	32.38	33.24	34.05	34.89	35.77	36.66	37.40	38.14
1913	23.79	24.49	25.18	25.89	26.62	27.40	28.19	28.94	29.82	30.65	31.55	32.44	33.35	34.30	35.25	36.12	36.85	37.58
1914	20.92	21.55	22.20	22.83	23.52	24.23	24.96	25.70	26.43	27.20	-	-	-	-	-	-	-	-
1939	31.42	32.30	33.24	34.19	35.13	36.13	37.17	38.25	39.34	40.46	41.61	42.79	44.03	45.27	46.53	47.68	48.65	49.62
1916	17.63	18.14	18.63	19.17	19.67	20.14	20.51	20.92	21.32	21.71	22.17	22.66	23.09	23.54	24.00	24.63	25.12	25.62
1917	28.77	29.59	30.41	32.48	33.43	34.35	35.36	36.37	37.39	38.48	39.54	40.70	41.82	43.03	44.29	45.40	46.32	47.24
1915	31.09	31.89	32.75	34.80	35.75	36.66	37.67	38.69	39.70	40.79	41.86	43.01	44.17	45.33	46.60	47.78	48.72	49.70
1918	21.92	22.53	23.19	23.82	24.54	25.24	25.94	26.67	27.44	28.22	29.03	29.88	30.71	31.59	32.46	33.28	33.95	34.63
1919	26.63	27.41	28.18	28.95	29.79	30.66	31.53	32.42	33.37	34.33	35.29	36.31	37.32	38.38	39.47	40.46	41.27	42.10
1921	20.48	21.03	21.53	22.09	22.62	23.17	23.75	24.32	24.72	25.59	26.23	26.88	27.56	28.24	28.94	29.66	-	-
1922	38.11	39.19	40.28	41.46	42.64	43.84	45.09	46.43	47.71	49.03	50.03	51.02	-	-	-	-	-	-
1953	34.53	35.50	36.44	37.42	38.43	39.47	40.52	41.61	42.76	43.91	45.10	46.27	47.08	49.46	50.26	51.53	52.56	53.61
1924	35.55	36.52	37.46	38.44	39.45	40.49	41.54	42.63	43.78	44.93	46.12	47.29	48.10	50.48	51.28	52.55	53.58	54.63
1902	18.31	18.89	19.46	20.08	20.70	21.36	22.06	22.74	23.42	24.13	24.87	25.67	26.47	27.26	28.07	28.82	29.45	30.09
1949	24.36	24.93	25.46	26.01	26.59	27.19	27.77	28.16	28.60	29.04	29.50	30.05	30.78	31.55	32.33	32.81	33.47	34.14
1912	20.68	20.82	21.29	21.74	22.25	22.71	23.14	23.60	24.13	24.60	25.04	25.53	26.06	26.56	27.10	27.78	28.33	28.90
1927	22.49	23.13	23.80	24.50	25.17	25.86	26.63	27.36	28.14	28.92	29.78	30.59	31.53	32.38	33.31	34.14	34.81	35.51
1928	24.52	25.11	25.74	26.42	27.07	27.77	28.46	29.19	29.98	30.71	31.49	32.30	33.12	33.98	34.84	35.71	36.42	37.15
1929	27.85	28.61	29.35	30.10	30.85	31.67	32.50	33.37	34.20	35.13	36.01	36.95	37.93	38.91	39.94	40.92	41.74	42.58
1930	36.58	38.59	40.55	42.54	44.52	46.52	48.62	50.08	51.59	53.12	54.17	55.26	-	-	-	-	-	-
1931	26.68	27.44	28.23	29.01	29.86	30.68	31.58	32.45	33.42	34.34	35.32	36.37	37.33	38.38	39.49	40.49	41.30	42.13
1932	22.72	23.41	24.07	24.74	25.42	32.27	-	-	-	-	-	-	-	-	-	-	-	-
1933	27.91	28.63	29.34	30.07	30.84	31.60	32.38	33.19	34.05	34.88	35.76	36.65	37.58	38.49	39.46	40.45	41.26	42.09
1951	27.14	27.87	28.68	29.48	30.35	31.19	32.06	33.01	33.96	34.89	35.91	36.91	37.98	39.08	40.18	41.21	42.03	42.87
1945	27.14	27.87	28.68	29.48	30.35	31.19	32.06	33.01	33.96	34.89	35.91	36.91	37.98	39.08	40.18	41.21	42.03	42.87
1947	27.14	27.87	28.68	29.48	30.35	31.19	32.06	33.01	33.96	34.89	35.91	36.91	37.98	39.08	40.18	41.21	42.03	42.87
1941	33.53	34.48	35.39	36.35	37.32	38.33	39.35	40.41	41.53	42.65	43.81	44.94	45.73	48.04	48.82	50.05	51.04	52.06
1940	27.04	27.79	28.62	29.42	30.26	31.10	32.00	32.90	33.83	34.81	35.82	36.83	37.89	38.97	40.10	41.11	41.94	42.78
1934	25.84	26.59	27.37	28.15	28.93	29.74	30.64	31.50	32.39	33.29	34.26	35.24	36.23	37.30	38.37	39.35	40.15	40.94
1944	25.84	26.59	27.37	28.15	28.93	29.74	30.64	31.50	32.39	33.29	34.26	35.24	36.23	37.30	38.37	39.35	40.15	40.94
1946	25.84	26.59	27.37	28.15	28.93	29.74	30.64	31.50	32.39	33.29	34.26	35.24	36.23	37.30	38.37	39.35	40.15	40.94

There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18.

Exhibit A, UFCW Protech and Optical Wages - TPT  
Effective May 1, 2015

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
1911 TPT	20.21	20.58	21.02	21.40	21.79	22.22	22.60	22.99	23.38	23.81	24.18	24.59	25.10	25.63	26.15	26.83	27.37	27.92	
1903 TPT	116.00	<i>fixed rate, not affected by step/grade updates</i>																	
1905 TPT	31.72	32.61	33.55	34.46	35.47	36.47	37.52	38.60	39.71	40.82	41.97	43.16	44.38	45.65	47.01	48.18	49.14	50.13	
1906 TPT	33.22	34.18	35.17	36.16	37.17	38.24	39.33	40.44	41.60	42.80	43.99	45.26	46.52	47.85	49.20	50.41	51.43	52.46	
1908 TPT	55.00	59.40	64.15	69.29	72.06	74.94	77.19	79.51	81.50	-	-	-	-	-	-	-	-	-	
1943 TPT	26.79	27.43	28.15	28.85	29.59	30.34	31.06	31.82	32.63	33.40	34.23	35.14	36.00	36.89	37.82	38.77	39.54	40.32	
1913 TPT	25.16	25.90	26.63	27.38	28.14	28.97	29.80	30.60	31.53	32.40	33.36	34.30	35.26	36.26	37.27	38.19	38.96	39.73	
1914 TPT	22.11	22.79	23.47	24.13	24.87	25.62	26.39	27.17	27.95	28.76	-	-	-	-	-	-	-	-	
1939 TPT	33.22	34.15	35.14	36.15	37.14	38.20	39.30	40.44	41.59	42.78	43.99	45.24	46.55	47.86	49.20	50.41	51.43	52.46	
1916 TPT	18.64	19.17	19.70	20.26	20.80	21.30	21.69	22.11	22.54	22.96	23.44	23.95	24.41	24.89	25.38	26.04	26.56	27.09	
1917 TPT	30.42	31.28	32.16	33.34	35.34	36.32	37.39	38.45	39.53	40.68	41.81	43.03	44.22	45.50	46.83	48.00	48.98	49.95	
1915 TPT	32.87	33.72	34.62	36.79	37.80	38.77	39.83	40.91	41.97	43.13	44.26	45.47	46.70	47.93	49.27	50.51	51.51	52.54	
1918 TPT	23.18	23.82	24.52	25.19	25.94	26.68	27.42	28.20	29.01	29.83	30.70	31.60	32.47	33.40	34.32	35.19	35.89	36.61	
1919 TPT	28.15	28.98	29.79	30.61	31.49	32.41	33.33	34.28	35.29	36.30	37.31	38.39	39.46	40.58	41.73	42.78	43.63	44.51	
1921 TPT	21.65	22.24	22.77	23.36	23.92	24.49	25.11	25.72	26.13	27.05	27.74	28.42	29.14	29.86	30.60	31.36	-	-	
1922 TPT	40.29	41.44	42.59	43.84	45.08	46.35	47.67	49.09	50.45	51.84	52.89	53.95	-	-	-	-	-	-	
1924 TPT	37.08	38.09	39.07	40.09	41.14	42.22	43.32	44.45	45.65	46.86	48.10	49.32	50.16	52.64	53.47	54.79	55.86	56.95	
1902 TPT	19.35	19.97	20.58	21.23	21.89	22.59	23.33	24.04	24.76	25.51	26.30	27.14	27.98	28.82	29.68	30.47	31.14	31.81	
1949 TPT	25.75	26.36	26.92	27.50	28.12	28.75	29.37	29.78	30.24	30.70	31.19	31.77	32.55	33.35	34.19	34.69	35.39	36.09	
1408 TPT	17.89	18.78	19.36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1407 TPT	22.57	23.46	24.18	25.43	26.19	26.95	27.74	28.55	29.30	30.18	-	-	-	-	-	-	-	-	
1912 TPT	21.87	22.01	22.51	22.99	23.53	24.01	24.47	24.95	25.51	26.01	26.48	27.00	27.56	28.08	28.66	29.37	29.96	30.55	
1927 TPT	23.78	24.46	25.17	25.91	26.61	27.34	28.15	28.93	29.76	30.57	31.48	32.35	33.33	34.23	35.22	36.09	36.80	37.54	
1928 TPT	25.93	26.55	27.22	27.94	28.62	29.36	30.09	30.87	31.70	32.47	33.29	34.15	35.02	35.93	36.84	37.76	38.51	39.28	
1929 TPT	29.44	30.25	31.03	31.82	32.62	33.48	34.37	35.29	36.16	37.14	38.07	39.07	40.10	41.14	42.23	43.26	44.13	45.01	
1930 TPT	38.68	40.80	42.87	44.98	47.07	49.19	51.41	52.95	54.54	56.17	57.28	58.42	-	-	-	-	-	-	
1931 TPT	28.21	29.01	29.85	30.68	31.57	32.44	33.39	34.31	35.33	36.31	37.34	38.45	39.47	40.58	41.75	42.80	43.67	44.54	
1932 TPT	24.02	24.75	25.45	26.15	26.87	34.12	-	-	-	-	-	-	-	-	-	-	-	-	
1933 TPT	29.51	30.27	31.02	31.80	32.61	33.41	34.23	35.10	36.00	36.88	37.81	38.75	39.73	40.69	41.72	42.77	43.62	44.50	
1951 TPT	28.69	29.46	30.33	31.17	32.09	32.98	33.90	34.91	35.90	36.89	37.97	39.02	40.16	41.32	42.48	43.57	44.44	45.33	
1945 TPT	28.69	29.47	30.33	31.17	32.09	32.98	33.89	34.90	35.90	36.89	37.97	39.03	40.16	41.33	42.48	43.57	44.44	45.33	
1947 TPT	28.69	29.47	30.33	31.17	32.09	32.98	33.89	34.90	35.90	36.89	37.97	39.03	40.16	41.33	42.48	43.57	44.44	45.33	
1941 TPT	35.46	36.45	37.42	38.43	39.46	40.53	41.60	42.73	43.90	45.09	46.32	47.52	48.35	50.79	51.61	52.91	53.97	55.05	
1940 TPT	28.59	29.39	30.26	31.10	31.99	32.89	33.83	34.78	35.77	36.80	37.87	38.94	40.06	41.20	42.40	43.47	44.34	45.23	
1909 TPT	35.41	36.38	37.32	38.37	39.38	40.47	41.57	42.65	43.81	44.99	46.21	47.42	48.25	50.70	51.54	52.84	53.89	54.97	
1953 TPT	35.98	36.99	37.97	38.99	40.04	41.12	42.22	43.35	44.55	45.76	47.00	48.22	49.06	51.54	52.37	53.69	54.76	55.85	
1934 TPT	26.54	27.30	28.11	28.91	29.70	30.53	31.47	32.34	33.26	34.19	35.18	36.18	37.21	38.30	39.40	40.41	41.23	42.04	
1944 TPT	26.54	27.30	28.11	28.91	29.70	30.53	31.47	32.34	33.26	34.19	35.18	36.18	37.21	38.30	39.40	40.41	41.23	42.04	
1946 TPT	26.54	27.30	28.11	28.91	29.70	30.53	31.47	32.34	33.26	34.19	35.18	36.18	37.21	38.30	39.40	40.41	41.23	42.04	

There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18.

Exhibit A, UFCW Protech and Optical Wages - TPT  
Effective May 1, 2016

JC	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1911 TPT	20.61	20.99	21.44	21.82	22.23	22.66	23.05	23.45	23.85	24.29	24.66	25.09	25.60	26.14	26.68	27.36	27.91	28.47
1903 TPT	118.32	fixed rate, not affected by step/grade updates																
1905 TPT	32.35	33.26	34.22	35.15	36.18	37.19	38.27	39.37	40.50	41.63	42.81	44.03	45.26	46.57	47.95	49.14	50.13	51.13
1906 TPT	33.89	34.86	35.88	36.89	37.92	39.00	40.11	41.25	42.44	43.66	44.87	46.17	47.45	48.81	50.18	51.42	52.46	53.51
1908 TPT	56.10	60.59	65.44	70.67	73.50	76.44	78.73	81.10	83.13									
1943 TPT	27.33	27.98	28.71	29.42	30.18	30.95	31.68	32.46	33.28	34.07	34.92	35.84	36.73	37.63	38.58	39.54	40.33	41.13
1913 TPT	25.66	26.41	27.16	27.92	28.70	29.55	30.40	31.21	32.16	33.05	34.02	34.99	35.97	36.99	38.02	38.96	39.73	40.52
1914 TPT	22.56	23.24	23.94	24.62	25.37	26.13	26.92	27.72	28.51	29.33								
1939 TPT	33.89	34.84	35.84	36.87	37.88	38.97	40.09	41.25	42.42	43.64	44.87	46.14	47.48	48.82	50.18	51.42	52.46	53.51
1916 TPT	19.01	19.56	20.10	20.67	21.22	21.72	22.12	22.56	22.99	23.42	23.91	24.43	24.90	25.38	25.89	26.56	27.09	27.63
1917 TPT	31.03	31.91	32.80	33.03	36.05	37.05	38.13	39.22	40.32	41.50	42.64	43.89	45.10	46.41	47.77	48.96	49.95	50.95
1915 TPT	33.53	34.39	35.32	37.53	38.56	39.54	40.63	41.73	42.81	43.99	45.15	46.38	47.63	48.89	50.25	51.52	52.54	53.59
1918 TPT	23.64	24.30	25.01	25.69	26.46	27.21	27.97	28.76	29.60	30.43	31.31	32.23	33.12	34.07	35.01	35.89	36.61	37.34
1919 TPT	28.71	29.56	30.38	31.22	32.12	33.06	34.00	34.96	35.99	37.02	38.05	39.16	40.25	41.39	42.56	43.64	44.51	45.40
1921 TPT	22.09	22.68	23.22	23.83	24.40	24.98	25.61	26.23	26.65	27.59	28.29	28.99	29.72	30.45	31.21	31.99		
1922 TPT	41.10	42.26	43.44	44.71	45.98	47.28	48.63	50.07	51.45	52.87	53.95	55.02						
1924 TPT	38.34	39.38	40.40	41.46	42.54	43.66	44.79	45.97	47.21	48.46	49.74	51.00	51.87	54.44	55.30	56.67	57.78	58.91
1902 TPT	19.74	20.37	20.99	21.65	22.33	23.04	23.79	24.53	25.26	26.02	26.83	27.68	28.54	29.40	30.27	31.08	31.76	32.44
1949 TPT	26.27	26.88	27.46	28.05	28.68	29.33	29.95	30.37	30.84	31.32	31.81	32.41	33.20	34.02	34.87	35.39	36.09	36.82
1408 TPT	18.25	19.15	19.75															
1407 TPT	23.02	23.93	24.67	25.93	26.71	27.49	28.29	29.12	29.89	30.78								
1912 TPT	22.31	22.45	22.96	23.45	24.00	24.49	24.96	25.45	26.02	26.53	27.01	27.54	28.11	28.65	29.23	29.96	30.56	31.16
1927 TPT	24.25	24.95	25.67	26.43	27.15	27.89	28.71	29.50	30.35	31.19	32.11	32.99	34.00	34.92	35.92	36.82	37.54	38.29
1928 TPT	26.45	27.08	27.76	28.50	29.19	29.95	30.69	31.48	32.33	33.12	33.96	34.84	35.72	36.64	37.57	38.51	39.28	40.07
1929 TPT	30.03	30.85	31.66	32.46	33.27	34.15	35.05	35.99	36.89	37.88	38.83	39.85	40.90	41.97	43.08	44.13	45.01	45.91
1930 TPT	39.45	41.61	43.73	45.88	48.01	50.17	52.44	54.01	55.63	57.29	58.42	59.59						
1931 TPT	28.77	29.60	30.44	31.29	32.20	33.09	34.06	35.00	36.04	37.03	38.09	39.22	40.26	41.39	42.58	43.66	44.54	45.43
1932 TPT	24.50	25.25	25.96	26.68	27.41	34.80												
1933 TPT	30.10	30.88	31.64	32.43	33.26	34.08	34.92	35.80	36.73	37.62	38.57	39.53	40.52	41.51	42.55	43.63	44.50	45.39
1951 TPT	29.26	30.05	30.93	31.79	32.73	33.64	34.57	35.60	36.62	37.63	38.73	39.80	40.96	42.15	43.33	44.44	45.33	46.24
1945 TPT	29.26	30.05	30.93	31.79	32.73	33.64	34.57	35.60	36.62	37.63	38.73	39.80	40.96	42.15	43.33	44.44	45.33	46.24
1947 TPT	29.26	30.05	30.93	31.79	32.73	33.64	34.57	35.60	36.62	37.63	38.73	39.80	40.96	42.15	43.33	44.44	45.33	46.24
1941 TPT	36.16	37.18	38.17	39.20	40.25	41.34	42.44	43.58	44.78	46.00	47.24	48.47	49.31	51.81	52.64	53.97	55.05	56.15
1940 TPT	29.16	29.97	30.87	31.72	32.63	33.54	34.50	35.48	36.48	37.54	38.62	39.72	40.86	42.02	43.25	44.34	45.23	46.13
1909 TPT	36.65	37.65	38.63	39.71	40.76	41.89	43.02	44.14	45.34	46.57	47.83	49.08	49.94	52.47	53.34	54.69	55.77	56.89
1953 TPT	37.24	38.28	39.30	40.36	41.44	42.56	43.69	44.87	46.11	47.36	48.64	49.90	50.77	53.34	54.20	55.57	56.68	57.81
1934 TPT	27.47	28.26	29.09	29.92	30.74	31.60	32.57	33.48	34.42	35.39	36.41	37.45	38.51	39.64	40.78	41.82	42.67	43.52
1944 TPT	27.47	28.26	29.09	29.92	30.74	31.60	32.57	33.48	34.42	35.39	36.41	37.45	38.51	39.64	40.78	41.82	42.67	43.52
1946 TPT	27.47	28.26	29.09	29.92	30.74	31.60	32.57	33.48	34.42	35.39	36.41	37.45	38.51	39.64	40.78	41.82	42.67	43.52

There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18.

Exhibit A, UFCW Protech and Optical Wages - TPT  
Effective May 1, 2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
1909 TPT	37.38	38.40	39.40	40.50	41.57	42.73	43.88	45.02	46.25	47.50	48.79	50.06	50.94	53.52	54.41	55.78	56.89	58.03	
1911 TPT	21.02	21.41	21.86	22.26	22.67	23.11	23.51	23.92	24.33	24.77	25.16	25.59	26.11	26.66	27.21	27.91	28.47	29.04	
1903 TPT	120.68 <i>fixed rate, not affected by step/grade updates</i>																		
1905 TPT	33.00	33.92	34.90	35.85	36.90	37.94	39.04	40.16	41.31	42.47	43.67	44.91	46.17	47.50	48.91	50.13	51.13	52.16	
1906 TPT	34.56	35.56	36.60	37.62	38.67	39.78	40.91	42.07	43.28	44.53	45.77	47.09	48.40	49.79	51.19	52.45	53.51	54.58	
1908 TPT	27.22	61.80	66.74	72.09	74.97	77.97	80.31	82.72	84.79	-	-	-	-	-	-	-	-	-	
1943 TPT	57.88	28.54	29.20	30.01	30.78	31.56	32.31	33.11	33.95	34.75	35.62	36.56	37.46	38.38	39.35	40.33	41.14	41.95	
1913 TPT	26.17	26.94	27.70	28.48	29.28	30.14	31.00	31.83	32.80	33.71	34.70	35.69	36.69	37.73	38.78	39.74	40.53	41.34	
1914 TPT	23.01	23.71	24.42	25.11	25.88	26.65	27.46	28.27	29.08	29.92	-	-	-	-	-	-	-	-	
1939 TPT	34.56	35.53	36.56	37.61	38.64	39.75	40.89	42.07	43.27	44.51	45.77	47.07	48.43	49.80	51.19	52.45	53.51	54.58	
1916 TPT	19.39	19.95	20.50	21.08	21.64	22.16	22.56	23.01	23.45	23.88	24.39	24.92	25.40	25.89	26.40	27.09	27.63	28.18	
1917 TPT	31.65	32.55	33.46	35.73	36.77	37.79	38.90	40.00	41.12	42.33	43.49	44.77	46.00	47.34	48.72	49.94	50.95	51.97	
1915 TPT	34.20	35.08	36.02	38.28	39.33	40.33	41.44	42.56	43.67	44.87	46.05	47.31	48.58	49.87	51.26	52.55	53.59	54.67	
1918 TPT	24.12	24.78	25.51	26.21	26.99	27.76	28.53	29.30	30.19	31.04	31.94	32.87	33.78	34.75	35.71	36.61	37.34	38.09	
1919 TPT	29.29	30.15	30.99	31.84	32.77	33.72	34.68	35.66	36.71	37.76	38.81	39.95	41.05	42.22	43.41	44.51	45.40	46.31	
1921 TPT	22.53	23.14	23.69	24.30	24.89	25.48	26.12	26.76	27.19	28.14	28.86	29.57	30.32	31.06	31.83	32.63	-	-	
1922 TPT	41.92	43.11	44.31	45.61	46.90	48.22	49.60	51.07	52.48	53.93	55.03	56.13	-	-	-	-	-	-	
1953 TPT	37.98	39.05	40.08	41.17	42.27	43.41	44.57	45.77	47.03	48.30	49.62	50.90	51.79	54.41	55.29	56.68	57.81	58.97	
1924 TPT	39.10	40.17	41.21	42.29	43.39	44.54	45.69	46.89	48.15	49.43	50.74	52.02	52.91	55.53	56.41	57.80	58.93	60.09	
1902 TPT	20.14	20.78	21.41	22.09	22.77	23.50	24.27	25.02	25.76	26.55	27.36	28.24	29.11	29.99	30.88	31.70	32.39	33.09	
1949 TPT	26.80	27.42	28.01	28.61	29.25	29.91	30.55	30.98	31.46	31.94	32.45	33.06	33.86	34.71	35.56	36.09	36.82	37.55	
1408 TPT	18.61	19.54	20.14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1407 TPT	23.48	24.41	25.16	26.45	27.25	28.04	28.86	29.70	30.48	31.40	-	-	-	-	-	-	-	-	
1912 TPT	22.75	22.90	23.42	23.92	24.48	24.98	25.46	25.96	26.55	27.06	27.55	28.09	28.67	29.22	29.81	30.56	31.17	31.79	
1927 TPT	24.74	25.45	26.18	26.95	27.69	28.45	29.29	30.09	30.96	31.81	32.76	33.65	34.68	35.62	36.64	37.55	38.29	39.06	
1928 TPT	26.98	27.62	28.32	29.07	29.78	30.55	31.31	32.11	32.98	33.78	34.63	35.53	36.43	37.38	38.32	39.28	40.06	40.87	
1929 TPT	30.63	31.47	32.29	33.11	33.93	34.83	35.76	36.71	37.62	38.64	39.61	40.65	41.72	42.81	43.94	45.01	45.91	46.83	
1930 TPT	40.24	42.44	44.60	46.80	48.97	51.18	53.49	55.09	56.74	58.44	59.59	60.78	-	-	-	-	-	-	
1931 TPT	29.35	30.19	31.05	31.91	32.85	33.75	34.74	35.70	36.76	37.77	38.85	40.00	41.07	42.22	43.44	44.53	45.43	46.34	
1932 TPT	24.99	25.75	26.48	27.21	27.96	35.50	-	-	-	-	-	-	-	-	-	-	-	-	
1933 TPT	30.70	31.49	32.28	33.08	33.92	34.76	35.62	36.51	37.46	38.37	39.34	40.32	41.34	42.34	43.40	44.50	45.39	46.30	
1951 TPT	29.85	30.65	31.55	32.43	33.39	34.31	35.27	36.32	37.35	38.38	39.50	40.60	41.78	42.99	44.20	45.33	46.24	47.16	
1945 TPT	29.85	30.65	31.55	32.43	33.39	34.31	35.27	36.32	37.35	38.38	39.50	40.60	41.78	42.99	44.20	45.33	46.24	47.16	
1947 TPT	29.85	30.65	31.55	32.43	33.39	34.31	35.27	36.32	37.35	38.38	39.50	40.60	41.78	42.99	44.20	45.33	46.24	47.16	
1941 TPT	36.89	37.93	38.93	39.98	41.05	42.16	43.28	44.45	45.68	46.91	48.19	49.44	50.30	52.84	53.70	55.05	56.15	57.27	
1940 TPT	29.74	30.57	31.48	32.36	33.28	34.21	35.19	36.19	37.21	38.29	39.40	40.52	41.67	42.86	44.11	45.22	46.13	47.06	
1934 TPT	28.43	29.25	30.11	30.97	31.82	32.71	33.71	34.65	35.62	36.62	37.69	38.76	39.86	41.03	42.21	43.28	44.16	45.04	
1944 TPT	28.43	29.25	30.11	30.97	31.82	32.71	33.71	34.65	35.62	36.62	37.69	38.76	39.86	41.03	42.21	43.28	44.16	45.04	
1946 TPT	28.43	29.25	30.11	30.97	31.82	32.71	33.71	34.65	35.62	36.62	37.69	38.76	39.86	41.03	42.21	43.28	44.16	45.04	

There are two years between steps 12 & 13, 13 & 14, 14 & 15, 15 & 16, 16 & 17 and 17 & 18.

December 14, 2016

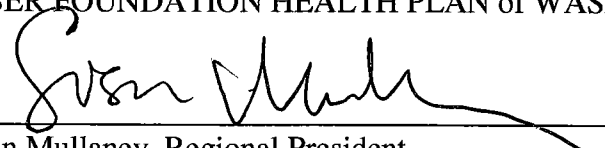
Jenny Reed  
Health Care Director  
UFCW Local 21  
5030 1st Ave S. #200  
Seattle, WA 98134

Dear Ms. Reed:

This letter confirms the commitment of Kaiser Foundation Health Plan of Washington ("KFHPW") to honor, through their expiration, the collective bargaining agreements and any amendments thereto between Group Health Cooperative ("Group Health") and UFCW Local 21, in effect immediately prior to the closing of the corporate member substitution by and between Group Health and KFHPW.

Sincerely,  
KAISER FOUNDATION HEALTH PLAN of WASHINGTON

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

  
Susan Mullaney, Regional President

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

**Medical Benefit**

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

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

**New Participants**

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

**Spousal/Domestic Partner Surcharge**

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

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

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

**Appeal Process**

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

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

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

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

### **Dental Plan**

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

### **Benefits Labor Management Committee**

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

### **Attendance and Absenteeism Committee**

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

### **Nondiscrimination**

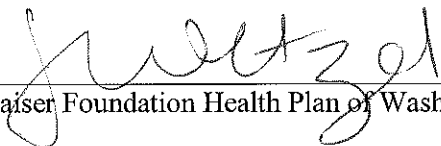
The parties agree that participation or non-participation in Wellness Works will not impact job performance evaluations, nor will there be any penalty or discrimination based upon participation or non-participation in the program.

**Termination and Renewal**

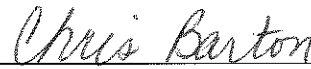
This MOU shall be in full force and effect until the expiration date of December 31, 2021, and shall continue in effect from year to year thereafter unless any party gives notice, in writing, no earlier than December 1, 2020 and no later than December 31, 2020 of its desire to terminate or modify such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

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

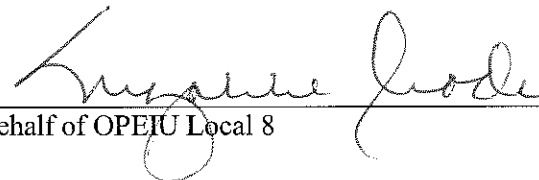
The parties to this agreement acknowledge the time-sensitive nature of implementing any successor agreements that would require health plan or wellness program changes in 2022. As a result, the unions and KFHPWA commit to completing negotiations by June 30, 2021.

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

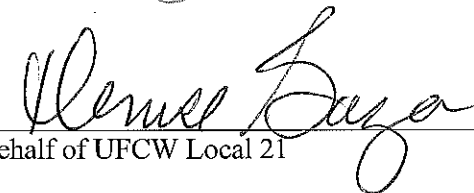
6/12/17  
Date

  
\_\_\_\_\_  
On behalf of SEIU Healthcare 1199NW

6/15/17  
Date

  
\_\_\_\_\_  
On behalf of OPEIU Local 8

6/12/17  
Date

  
\_\_\_\_\_  
On behalf of UFCW Local 21

6-12-17  
Date



## Appendix A

### Benefit Summary

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

**Group Number: 1206900/4206900**

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

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

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

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

## Appendix B

### Wellness points and premium costs

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

- Health Screenings
  - Health Assessments
  - Journeys
  - Points
  - Wellness Works Champions
  - Volunteer Activities
- **Health Screenings** – Health screenings will be an option for the employee to earn a discount on the medical plan premium. The screening will provide employees with their key numbers (BMI, BP and nicotine) to better manage their health. Healthy ranges are as follows:
    - **Nicotine** is no tobacco use
    - **Blood Pressure** is less than or equal to 140/90 mmHg
    - **BMI** is less than 30 or there is a 5% body weight loss from prior year's results.

Screenings administered by a third party will be available annually at KFHPWA sites for convenience. Or, numbers can be verified by a provider by completing the *Health care provider form*.

- **Health Assessments** – To be eligible for a premium discount, employees are required to complete the online Health Assessment. The assessment gives a health score indicating potential for improvement and recommendations for action. The recommendations are called “Journeys”.
- **Journeys** – Employee can earn points by taking a journey. A journey is a personalized online tool to help individuals engage in activities and track progress towards their health goals. Journeys focus on nutrition, weight management, physical activity and better management of chronic conditions.
- **Points** - Employees will have an opportunity to qualify for a discount on medical plan premiums by earning points. One (1) point is equal to one dollar (\$1.00). The health assessment is required to be completed by the employee every year to be eligible for a discount.

## Wellness Works Points Program

- Health Assessment required, plus:

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

### Standard premium WITHOUT discount (2018-2021)

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

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

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

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

## OPEIU

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

## SEIU

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

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

## UFCW

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

# THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 44,000 other members of UFCW 21.

## Statement of Your Right to Union Representation (Weingarten Rights)

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

## Learn more about your rights:

[www.ufcw21.org](http://www.ufcw21.org)

***Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.***

**VISIT [UFCW21.ORG](http://UFCW21.ORG):**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Todd Crosby, President • Faye Guenther, Secretary-Treasurer**

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