

Agreement by and between

UFCW 3000

and

**Kaiser Foundation Health Plan
of Washington**

Pharmacy Unit

Effective: 9/26/2021 - 7/31/2026

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"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."

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

TABLE OF CONTENTS

ARTICLE 1 — RECOGNITION 1

ARTICLE 2 — UNION MEMBERSHIP AND BUSINESS - AUTHORIZED DEDUCTIONS.....1

ARTICLE 3 — NONDISCRIMINATION..... 2

ARTICLE 4 — UNION REPRESENTATIVES 3

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF MANAGEMENT3

ARTICLE 6 — DEFINITIONS..... 4

ARTICLE 7 — EMPLOYMENT PRACTICES 4

ARTICLE 8 — SENIORITY, TRUE UP, HOURS REDUCTION, REBID, LAYOFF and
RECALL 6

ARTICLE 9 — HOURS OF WORK AND OVERTIME..... 16

ARTICLE 10 — WAGES AND CLASSIFICATION..... 21

ARTICLE 11 — HOLIDAYS..... 24

ARTICLE 12 — PAID TIME OFF (PTO) 25

ARTICLE 13 —EXTENDED ILLNESS BANK (EIB) 28

ARTICLE 14 — INSURANCE COVERAGE 31

ARTICLE 15 — RETIREMENT 32

ARTICLE 16 — LEAVES OF ABSENCE 36

ARTICLE 17 — JURY DUTY 39

ARTICLE 18 — GRIEVANCE PROCEDURE 39

ARTICLE 19 — UNINTERRUPTED PATIENT CARE.....40

ARTICLE 20 — PHARMACY JOINT LABOR MANAGEMENT COMMITTEE.....41

ARTICLE 21 — GENERAL PROVISIONS..... 41

ARTICLE 22 — OCCUPATIONAL SAFETY & HEALTH.....42

ARTICLE 23 — SUCCESSOR..... 42

ARTICLE 24 — CLINICAL PHARMACIST 43

ARTICLE 25 — PHARMACIST IN CHARGE 45

ARTICLE 26 – EDUCATION 46

ARTICLE 27 - STAFFING..... 47

ARTICLE 28 — DURATION OF AGREEMENT 48

ADDENDUM “A” TO THE AGREEMENT 49

| | |
|-------------------------------------|----|
| ADDENDUM “B” TO THE AGREEMENT | 54 |
| ADDENDUM “C” TO THE AGREEMENT | 56 |
| ADDENDUM “D” TO THE AGREEMENT | 58 |
| ADDENDUM “F” TO THE AGREEMENT | 66 |
| ADDENDUM “G” TO THE AGREEMENT | 67 |
| ADDENDUM “H” TO THE AGREEMENT | 68 |
| ADDENDUM “I” TO THE AGREEMENT | 70 |
| ADDENDUM “J” TO THE AGREEMENT | 71 |
| EXHIBIT B AUTHORIZATION FORM..... | 76 |

AGREEMENT
By and Between
Kaiser Foundation Health Plan of Washington
And
UFCW LOCAL 3000— PHARMACY UNIT

THIS AGREEMENT is made and entered into by and between UFCW LOCAL 3000, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the “Union” and **Kaiser Foundation Health Plan of Washington**, hereinafter referred to as the “Employer” or “KFHPWA.” 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.

ARTICLE 1 — RECOGNITION

1.01 Exclusive Bargaining Representative. The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment for all employees designated by the classifications set forth in Article 6 of this Agreement, hereinafter called the bargaining unit; excluding students in organized training programs (i.e., pre-graduate such as externships or clerkships, or post-graduate, such as residencies), supervisors, and all other employees.

1.02 Supervisor. The term “supervisor” means any individual having authority in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsible to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

1.03 New Classifications. The Employer will advise the Union of any new classifications appropriate to this bargaining unit. As new classifications are introduced, the Employer agrees to negotiate wages, hours, and working conditions with the Union.

ARTICLE 2 — UNION MEMBERSHIP AND BUSINESS - AUTHORIZED DEDUCTIONS

2.01 Union Membership. All regular full-time employees and all regular part-time employees shall make application to join the Union or begin paying representation fees thirty-one (31) days following the date of employment or thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing or pay representation fees for the life of this Agreement and any renewal thereof. After thirty (30) days of employment, temporary employees shall 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 monthly dues, representation fees or initiation fees, the Employer will terminate such employee if the employee is then not in good standing with the Union.

2.02 Dues. During the term of this Agreement, the Employer shall deduct Union dues or representation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. A copy of the authorization form to be used by Union members is set forth as Exhibit “B” to this Agreement. Deductions will be promptly transmitted to the Union by electronic transfer. Upon electronic transfer of funds to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues or representation fees 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.

2.02.1 Roster. 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, address, phone number, date of birth, classification, status, department and/or work location, date of hire, employee ID number, FTE and shift. 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 semi-annually supply a list of current addresses of all employees covered by this Agreement.

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 Political Action Fund. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

The Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The Union will reimburse KFHPWA 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. The Union will provide the Employer with confirmation that the recipient of the Political Action Fund deductions is registered according to state and federal laws.

ARTICLE 3 — NONDISCRIMINATION

3.01 Conditions of Employment. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

3.02 Non-Discrimination. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 4 — UNION REPRESENTATIVES

4.01 Union Representatives. Duly authorized representatives of the Union shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating working conditions, grievances and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative(s) first notifies the Employer or a designee. Such visits shall not interfere with or disturb employees in the performance of their work, shall not interfere with patient care, and shall be limited to areas which do not violate Employer security and/or confidential Employer files.

4.02 Stewards. The Union shall have the right to designate a reasonable number of Stewards from among employees in the unit. The Union shall give the Employer written notice as to the current Stewards and future replacements. The investigation of grievances, grievance meetings and other Union business shall be performed by Stewards during non-working time, unless otherwise agreed to by the Employer. When it is not practical or reasonable to transact Union business during nonworking periods, the 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. Stewards shall suffer no loss of pay if required to attend grievance meetings with 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 12 (twelve) 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 12 (twelve) weeks, the employee would be entitled to the first available position for which the employee is qualified in order of seniority to other employees with return to work rights. This leave may not exceed 12 (twelve) months.

4.03 Bulletin Board. The Union will be allowed the use of bulletin board space for the purpose of posting official Union notices.

4.04 Union Orientation. Upon Completion of the Employer's centralized orientation program, KFHPWA will make a conference room available for up to one-half (1/2) hour for any KFHPWA union to meet with new employees in their bargaining unit. Employee attendance 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. The Employer will notify the designated Union representative of the date and time of the centralized orientation, with applicable new hires, one (1) week ahead of each meeting.

ARTICLE 5 — RIGHTS AND OBLIGATIONS 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 organization, including but not limited to, the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job

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

ARTICLE 6 — DEFINITIONS

6.01 Probationary Employee. An employee shall be considered a probationary employee during the first six (6) calendar months of employment in a regular position. During the probationary period, employees may be discharged without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

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 as regular with the Employer.

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

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

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 PTO 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 only be utilized to fill a regular position on a temporary basis. Temporary employees shall be ineligible for fringe benefits.

ARTICLE 7 — EMPLOYMENT PRACTICES

7.01 Professional Responsibility. The pharmacist must at all times conduct their profession in conformity with Federal, State and Municipal laws and regulations and must dispense only drugs, chemicals and pharmaceutical preparations of quality. With regard to all prescriptions and restricted drug merchandise, the pharmacist shall have full authority as to determining what

is ethical and legal. The pharmacist must exercise their professional responsibility in order to prevent harm to consumers. The pharmacist shall respect management's right to direct the operation, including the Pharmacy, so long as such direction does not intrude upon the professional integrity of the pharmacist, and at no time shall the pharmacists be required to perform an illegal act.

7.02 Training and Cross-Training. In partnership, we are committed to training. We are committed to appropriate training programs to provide the best quality, best service, affordability, and best place to work that may include, but not limited to: a Subject Matter Expert(s) (SME), utilizing the knowledge of the SME for training, create written or video training. Management is committed to providing offline time to complete assigned training. The employees recognize that they may be held to reasonable standards established as part of the training. In partnership, we will utilize the Joint Labor Management Committee to establish this process.

7.03 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. 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.

7.03.1 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.

7.04 Notice of Termination. All regular pharmacists shall be entitled to three weeks (3) notice of termination or pay in lieu thereof plus any accrued PTO. All other regular employees shall be entitled to two (2) weeks' notice of termination or pay in lieu thereof plus any accrued PTO, except the Employer shall not be required to comply with the provisions of this section as to any regular employee in cases of discharge for just cause.

7.04.1 Notice of Termination for Cause. Prior to the termination of a regular employee, the Employer will provide notice to the Union.

7.05 Notice of Resignation. All regular pharmacists shall make a good faith effort to give thirty (30) days written notice of resignation but in no event less than twenty-one (21) days. All other regular employees shall be required to give two (2) weeks written notice of resignation. Failure to give such notice shall result in loss of accrued PTO. Consideration shall be given to extenuating circumstances that make such notice requirements impossible.

7.06 Personnel Files. Employees, by appointment, may review their personnel files, except for materials of a confidential nature from former employers.

7.07 Discipline and Discharge for Just Cause. Discipline and discharge of regular employees shall be for just cause. Unusual occurrences will not be punitive in nature. If a manager intends to meet with an employee for an investigatory review, the manager must inform the employee of the nature of such a meeting prior to the meeting with details of the issue. Regular employees who have been discharged by the Employer shall, upon request by the employee, be given a written statement of cause of the discharge at the time of discharge. 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 that the employee has seen the written warning and comprehends the gravity of the disciplinary action taken. Upon request by the employee, a copy of the written warning will be sent to the Union. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file. The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands and suspensions.

7.07.1 Documentation of a verbal counseling will not be considered the first step of formal discipline. Documentation of a verbal counseling will become a matter for the grievance procedure only if it becomes the basis for later formal discipline.

7.07.2 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.

7.08 Community Sponsored Work Training Programs. Participants in community sponsored work training programs will be excluded from the bargaining unit. Such participants will not replace bargaining unit employees.

ARTICLE 8 — SENIORITY, TRUE UP, HOURS REDUCTION, REBID, LAYOFF and RECALL

8.01 DEFINITIONS

8.01.1 FTE Status: For purpose of rebid and/or layoff

For employees with more than one position (Job 1/ Job 2) the total FTE on record in the Human Resource System will be used for purpose of bidding or layoff.

- If both work units where the employee works are rebidding, Job 1 as identified in the Human Resource System will determine where the employee will rebid.
- If only one work unit where the employee has FTE is subject to a work-unit rebid, the employee must bid in the affected work unit using their combined FTE or choose to maintain only the FTE in the work unit not experiencing a rebid.

8.01.2 Seniority- Seniority shall mean an employee's continuous length of service within a classification 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.

- A. All employees on the payroll prior to October 1, 1979 shall have seniority based on total continuous service within the unit.
- B. Warehouse workers and pharmacy technicians assigned to the warehouse shall be placed on a combined seniority roster for the employees' respective work unit. Seniority shall be based upon date of hire as a regular employee in either job classification. Pharmacy assistants in the warehouse will not be placed on the Low Seniority Roster.
- C. In the event of a layoff, employees classified as pharmacists, Clinical Pharmacists, Pharmacists in Charge and pharmacy specialists will be treated as one job classification.
- D. For the purposes of Article 8, should any Pharmacist have seniority over and identify a Clinical Pharmacist or Pharmacist in Charge position, they will have to interview, be subject to section 8.01.3 Qualified, and the requirements of the position. For interested individuals, an interview will be conducted prior to the bidding process to determine an individual's qualifications.
- E. Clinical Pharmacists and Pharmacists in Charge accrue and retain seniority as pharmacists when in Clinical Pharmacists and Pharmacists in Charge positions. Please refer to Article 24 - Clinical Pharmacist and Article 25 – Pharmacist in Charge.
- F. Seniority lists will be updated on the Rx website and sent to the Union once a quarter. These lists will also be provided to staff before each step of the Layoff Process (True-Up, Rebid, and Layoff) and following the completion of the entire layoff process. This list will contain staff names, classifications, locations and seniority dates.
- G. Seniority Correction – Seniority may be challenged by staff by contacting their Union Representative for clarification at least two (2) business days prior to use.

8.01.3 Qualified- The term "qualified" as used in this article 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. 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.

For purposes of exercising layoff options, an employee will be considered eligible 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 Seniority Roster within six (6) months. If, after six (6) months of orientation, training and performing the role, the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria, the employee will be separated from employment with no severance benefits, but will receive recall rights.

Note: The Employer acknowledges that there are times where relevant experience, education or training may qualify an employee for a position. The Employer will make a good faith effort to identify in its position postings where there may be "equivalent" experience, education or training that meets established qualifications of a particular position. The Employer will also continue to respond to individual inquiries about whether s/he may have such equivalent experience, training or education; however, the Employer believes the final decision regarding job qualifications is a management responsibility.

8.01.4 Contingent volunteers: Process applies to Round 1 and Round 2

A contingent volunteer voluntarily chooses to take a voluntary severance benefit package, if still available, or an involuntary severance benefit package in order to offer their position as a layoff option.

Contingent volunteers within the job class being reduced in KFHPWA will be accepted immediately following the work unit rebid. Employees who indicate they would be willing to leave with the equivalent of a voluntary or involuntary severance benefit package must complete the letter of intent by the indicated deadline. The positions held by contingent volunteers will be listed as available to employees subject to layoff during the Layoff Process. Employees on the Low Seniority Roster are not eligible to volunteer.

When position eliminations occur that do not necessitate a work-unit rebid, the least senior employee(s) in the job classification will be subject to the layoff process assuming the remaining employees are qualified to fill the remaining positions.

The newly configured positions remaining within a work unit will be re-bid among employees in order of seniority, starting with the most senior employee, providing the employees are qualified to fill the particular position for which they bid.

8.01.5 Work Unit: Work unit is defined as all employees of a single job classification designated at a single work location.

8.02 True-Up- A True-Up occurs when there is a need based upon patient care to move staff from an over-staffed location(s) to an under-staffed location(s). This is a voluntary process. Prior to any reduction in force and with the intent of avoiding layoffs, staff have the option to stay in their current position or move to a position in an under-staffed location. See Addendum D, Round 1 True Up & Rebid.

In order to do this, KFHPWA will provide thirty (30) days advance notice to the Union and all Pharmacy staff about a staffing mismatch. The advance notice will include:

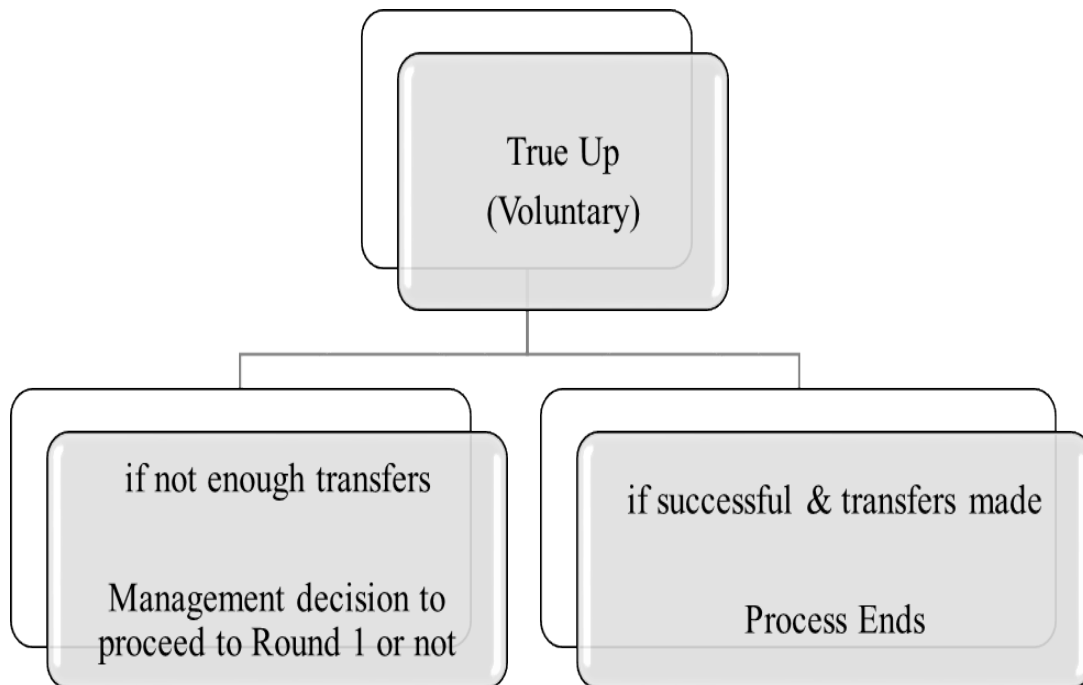
- Locations affected
- Number of staff in each classification over or under staffing needs at each location
- Necessary qualifications for any understaffed location
- Names and seniority dates by classification of staff at the affected locations

After notice has been provided to the Union and all Pharmacy staff, volunteers will be sought to move from any over-staffed location(s) to any under-staffed location(s). There may also be circumstances that would call for a split in FTE between two clinics in the same geographic area. If the FTE of a staff member changes as a result of the voluntary transfer, that employee will have special priority and be the first person to be offered a change in FTE that would restore the employee's FTE to the pre-transfer level if it becomes available at the new location. If the employee declines the FTE change, that employee will not have any special priority for future FTE changes.

In the event that there is a net overall reduction in the total number of staff in a classification, the layoff procedure will be only used after the 'True Up' process is completed.

PTO Guarantee Upon Transfer- Staff who are transferred will retain any approved planned PTO days off.

True Up



8.03 Hours Reduction- In the event of a reduction in hours which results in a decrease in FTE status, if no volunteers, the Employer will make a good faith effort to reduce the hours of the least senior person on a shift within the classification and facility subject to employee qualifications, patient care needs, staffing considerations and hours of operation as determined by the Employer. An employee whose hours are reduced 0.25 FTE or more shall have the following options:

- A. Retain the current position with the reduction in FTE. 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 schedule change will result in termination of recall rights.
- B. Participate in the layoff process as defined in Article 8.05.

The Employer will provide medical coverage for employees who currently have coverage for the remainder of the month in which the FTE reduction resulted in ineligibility for the employee and/or dependent(s).

8.04 Work Unit Rebidding or Position Elimination – Round 1

A rebid occurs when there is more than a 0.2 FTE decrease in a work unit. Employees in a work unit will select by seniority open positions not changing more than 0.2 FTE unless there is no other position available. Selection continues until there are no positions remaining. Any employees without a position after the rebid process move to Round 2.

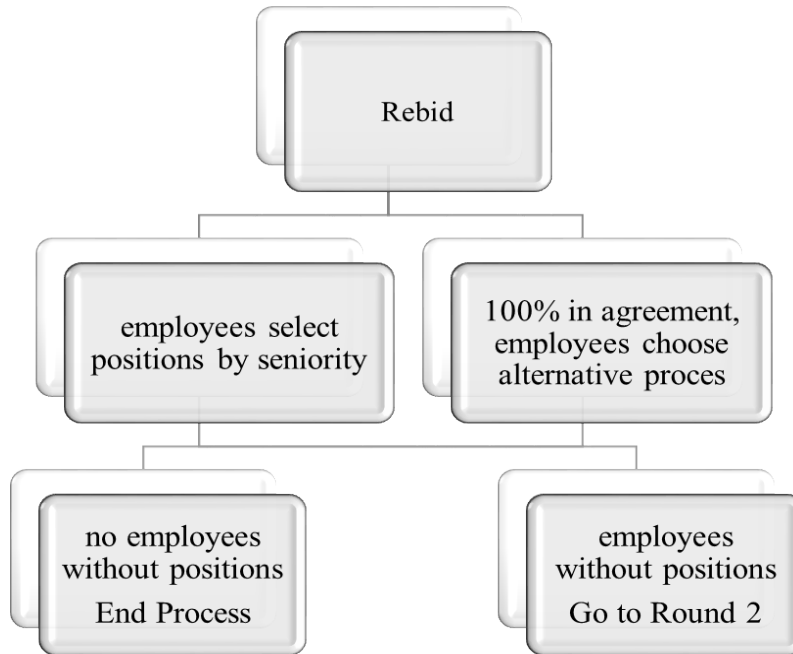
8.04.1 Alternative to work-unit re-bidding: After agreement from Manager and Union and when one hundred percent (100%) of the employees in a work unit agree to utilize an alternative process, the alternative process may be utilized in lieu of the re-bidding process.

8.04.2 Contingent volunteers – see definition above, 8.01.4.

8.04.3

At the conclusion of the rebid process, employees subject to a qualifying hours reduction (0.25 or more reduction) will be entitled to exercise the options under Article 8.03 Hours Reduction.

Round 1 – Layoff: Rebid



8.05 Layoff Process - Round 2

A layoff occurs when a permanent reduction in the number of employees is required at any work unit. Staff displaced due to a work-unit rebid or position elimination; or staff with qualifying hours reduction will participate in the layoff process. Five (5) business days prior to the layoff process, the Low Seniority Roster (LSR) and current seniority list of staff participating in the layoff will be established and furnished to the Union.

The employee must choose in order of seniority one of the following. Failure to select will result in termination with no recall or severance benefit:

1. Comparable Vacancy (employee is required to take or resign)
 - a. At the end of Round 2, should there remain open positions, any employee having taken a comparable vacancy can choose, based on seniority, from the remaining open positions.
2. If there is no comparable vacancy, employee may select one of the following:
 - Any vacant position
 - Contingent position*
 - Voluntary severance benefit if available**
 - Involuntary severance and recall
 - Assume any position on the Low Seniority Roster (bump), providing the employee is qualified ***
 - Resign from KFHPWA

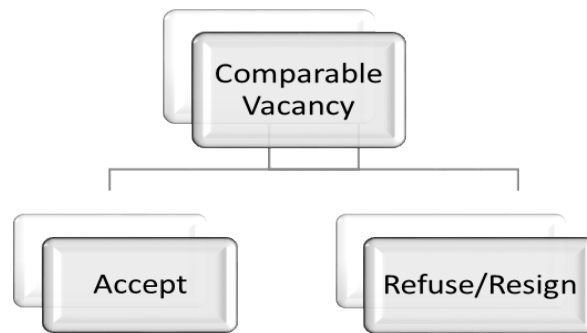
*A contingent position (see definition above, 8.01.4) may only be selected if there still remains a voluntary severance package available to provide the contingent volunteer or once all voluntary packages are gone a contingent position may be selected if that contingent volunteer is agreeable to an involuntary severance package.

**The number of voluntary packages shall be equal to the number of staff participating in the layoff process, minus any available vacancies.

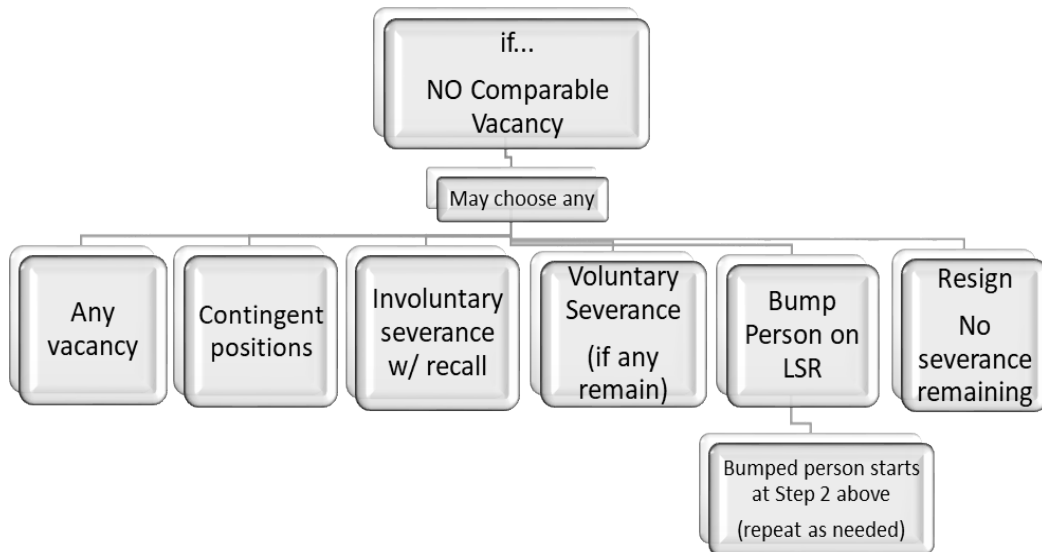
*** Staff who are subject to layoff and listed on the LSR may bump those with less seniority who also appear on the LSR. Staff bumped will be allowed to select from the layoff process options, however they may only do so when it is their turn to select (based on their seniority ranking.)

Round 2 – Layoff: Process

Step 1



Step 2



8.06 Voluntary/Involuntary Severance Benefit

8.06.01 Voluntary severance benefits will consist of severance pay and extended medical benefits.

8.06.01.1 Severance Pay - Employees will be entitled to two (2) weeks of severance pay for each year of service to a maximum of eighteen (18) weeks of severance pay, appropriately prorated to the employee's FTE and rate of pay at the time of selecting voluntary severance. Non-probationary employees, who have less than one (1) year of service, shall be entitled to two (2) weeks of severance pay. Years of service shall be calculated on the employee's last day of employment with the Employer.

- A. **Extended Medical Benefits** – Employees subject to voluntary severance will receive KFHPWA-paid medical severance coverage for a period of one (1) year, beginning the first of the month following the employee's KFHPWA employment termination date. In order to be eligible for the medical severance benefit, the employee must complete the COBRA Election Form and return it to the COBRA Administrator. If the employee does not complete the COBRA Election form and postmark it to the COBRA Administrator within sixty (60) days of the date of the COBRA offer, the employee will lose the right to elect COBRA medical severance. This one (1) year of KFHPWA-paid medical coverage comprises the first one (1) year of COBRA eligibility.
- B. **Medicare and COBRA** - Per COBRA regulations, if the employee or their enrolled family member becomes eligible for and enrolls in Medicare while enrolled in COBRA medical severance, then the Medicare-eligible individual will lose the COBRA medical severance benefit upon Medicare enrollment.

8.06.02 Involuntary severance benefits will consist of severance pay and extended medical benefits.

- A. **Severance Pay** - Employees will receive two (2) weeks of severance pay for their first completed year of service, plus an additional one (1) week of severance pay for each additional year, to a maximum of eight (8) weeks of severance pay, pro-rated to the employee's FTE and rate of pay at the time of selecting involuntary severance. Non-probationary employees, who have less than one (1) year of service, shall be entitled to one (1) week of severance pay. Years of service shall be calculated at their last day of employment with the Employer.
- B. **Extended Medical Benefits** - Employees subject to involuntary severance will receive KFHPWA-paid medical severance coverage for a period of three (3) months, beginning the first of the month following the employee's KFHPWA employment termination date. In order to be eligible for the medical severance benefit, the employee must complete the COBRA Election Form and return it to the COBRA Administrator. If the employee does not complete the COBRA Election form and postmark it to the COBRA Administrator within sixty (60) days of the date of the COBRA offer, the employee will lose the right to

elect COBRA medical severance. This one (1) year of KFHPWA-paid medical coverage comprises the first three (3) months of COBRA eligibility.

- C. **Medicare and COBRA** - Per COBRA regulations, if the employee or their enrolled family member becomes eligible for and enrolls in Medicare while enrolled in COBRA medical severance, then the Medicare-eligible individual will lose the COBRA medical severance benefit upon Medicare enrollment.

8.06.03 Release of Claims- To receive voluntary or involuntary severance benefits/pay, employees will sign the release provided by KFHPWA. The release will cover only issues related to the employment of the employee at KFHPWA. A copy of this release will be provided to employees and the Union prior to the start of the layoff process.

8.07 Comparable Employment

For purposes of this Article, “comparable employment” or “comparable vacancy” shall be defined to include:

- A) Same job Class
- B) Qualifications of Infusion, Home Infusion, AntiCoag Management and or other specialty.
- C) Similar FTE status. Similar FTE status shall be defined as an increase or decrease of up to 0.20 FTE.
- D) Similar geographic location;
 - 1) Everett, Lynnwood, Northgate, Northshore, Smokey Point
 - 2) Redmond, Bellevue, Factoria, Burien, Renton, Renton Administration Campus, Rainier, Capitol Hill Campus, Ballard, South Lake Union
 - 3) Puyallup, Kent, Federal Way, Tacoma South, Tacoma Specialty
 - 4) Olympia, West Olympia
 - 5) Port Orchard, Silverdale, Poulsbo, Gig Harbor
 - 6) Relief Pool Pods 1 and 2
 - 7) Relief Pool Pods 3 and 4
 - 8) Bellingham

8.08 Low Seniority Roster

The Low Seniority Roster is defined as the listing of regular employees who constitute the least senior employees in the job classification. The Low Seniority Roster will be equal to three (3) more than the number of employees subject to layoff at the conclusion of the work-unit rebid

process. This list may include staff who are participating in the layoff process and will be generated post Round 1, prior to Round 2.

If there is a need to restrict the number of Low Seniority Roster employees within a work unit whose positions may be assumed during the Layoff Process so as to not compromise patient care, the Employer, prior to making a final determination, will meet with the Union in good faith to reach agreement on the need for such a restriction. If there are any restrictions placed on the number of Low Seniority Roster employees within a particular work unit whose position is subject to being assumed, the Low Seniority Roster will be adjusted in order to provide the contractually required number of employees.

8.09 Recall

Employees who have been laid off or experienced a qualifying hours reduction shall be subject to recall to regular job openings in their former classification for which they are qualified in the order of seniority starting with most senior prior to any job posting.

Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes for up to twelve (12) months from the date of layoff. Any final notice of recall to a comparable position for an employee who has been laid off shall be made by telephone or e-mail to the last known contact telephone number or e-mail address of the employee.

- A. **Roster**. Staff will be placed on the recall roster for eighteen (18) months. Failure to accept a position comparable to the position held prior to a layoff will result in termination of both involuntary severance benefits and recall rights.
- B. **Current e-mail address and or telephone number(s)**. Employees on recall shall provide KFHPWA Human Resource Service Center an updated telephone number(s) and e-mail address where employee can be reached. The employee's right to recall to a vacancy will be waived if the Employer, using the telephone number(s) and e-mail on record, is unable to reach the employee after two attempts on 2 consecutive business days. A two (2) business day decision period will be allowed for each employee on the recall roster to accept or reject the job offer.
- C. **Statement of Continued Interest**. Employees who have been on recall for six (6) months or more must submit to the Employer a written statement (email or letter) indicating a continuing interest in employment that is received by the first business day of the seventh (7th) month and on a quarterly basis thereafter. If the employee fails to meet this requirement by the first business day of each quarter, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.
- D. Human Resources Employment will maintain the recall rosters.

8.10 Process Review. True Up and Qualifying Hours Reduction, Work-Unit Rebid and Layoff will be discussed at the JLMC meeting that follows the utilization of this section.

8.11 Subcontracting. Prior to a final decision on subcontracting work that results in the loss of current bargaining unit positions, the Employer agrees to meet, discuss and consider alternatives that meet the Employer's business needs and preserves full and part-time bargaining unit positions.

ARTICLE 9 — HOURS OF WORK AND OVERTIME

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

9.02 Work Week. The normal work week shall consist of forty (40) hours during the period starting Sunday at 12:01 A.M and ending Saturday at midnight or in Urgent Care and other 24/7 settings as allowed under applicable overtime law, eighty (80) hours of work within a fourteen-(14) day period. A seven (7) day work period shall provide for at least one (1) full day off. A fourteen (14) day work period shall provide for two (2) consecutive days off.

9.03 Overtime. Overtime shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal workday of at least eight (8) hours in duration or normal work period; provided, however, all additional overtime after twelve (12) consecutive hours shall be paid at double (2x) the employee's regular rate of pay. If an employee works more than one (1) hour beyond the end of a regularly scheduled shift of twelve (12) or more hours, then all overtime for that shift will also be paid at double-time (2x). All overtime must be approved by the supervisor.

Overtime shall be considered in effect if eight (8) or more minutes are worked after the end of the 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 shift. Overtime shall be compensated for at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked beyond the normal workday or normal work period. Specifically, PTO 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 (2x) will change on the same basis as overtime at time and a half (1.5x); namely, the obligation to pay double time (2x) shall be based on actual hours worked.

There shall be no pyramiding or duplication of overtime pay and/or premium pay and the highest rate will apply. Part-time employees will be paid overtime for all hours worked in excess of the normal shift of eight (8) or more hours in duration to which the employee has been assigned. Overtime worked consecutive to the regularly scheduled shift is considered part of the regularly scheduled shift for purposes of computing when the regular shift begins and ends.

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. If an employee cannot take a break pursuant to WAC 296-126-092, the employee will be paid for missed breaks at the appropriate rate of pay.

9.05 Work Schedules. Work schedules shall be prepared and posted thirty (30) days prior to the expiration of the current schedule.

9.05.1 Permanent Shift/Schedule Changes.

In the event of a permanent work shift/schedule change to a single shift/schedule, the employer shall first seek volunteers.

- If one volunteer within the work unit: They get the work schedule change.
- If multiple volunteers, seniority shall be the determining factor. For example, the most senior person selects work shift/schedule first and down the seniority list for the next open shift until all shifts have been selected.
- If NO volunteers: The least senior staff will be assigned the shift.

If there are more than one (1) shifts/schedules being changed this will trigger a bid by seniority to select shifts/schedules. Nobody can change their FTE in this selection.

Only if a schedule/shift is added can a volunteer increase or decrease their FTE. In all other cases if there are changes to FTE to the schedule/shifts see section 8 in this contract.

9.05.1.1 Shift Coverage. To fill open shifts, priority for offering additional shifts will be in this order, assuming the staff member is qualified:

- 1) Regular Relief Pool staff
- 2) Regular staff subject to mandatory low census
- 3) Part-time regular staff within the work unit
- 4) Part-time regular staff outside of the work unit
- 5) Regular staff in the work unit who are not working their budgeted FTE
- 6) Temporary staff

All attempts will be made to avoid offering hours to a staff member which would result in overtime for that individual.

9.05.2 Shift Less Than Eight (8) Hours. Should the Employer implement a change in work schedules due to business needs, as reasonably determined by the Employer, which requires any pharmacy employee who is not working a shift of less than eight (8) hours to work a shift of less than eight (8) hours, the Employer shall notify the Union and the affected employee in writing thirty (30) days prior to the required change. The Employer shall first seek qualified volunteers within the affected Work Unit who may be interested in filling the less than 8 hour shift(s). If no employee volunteers, the Employer will follow the applicable provisions of Article 8.02 and

8.03. The thirty (30) day notice set forth above will also serve as the thirty (30) day notice under Article 8.02.

9.05.3 Permanent Increase in FTE. When there is a permanent increase of hours/FTE that does not require posting, (i.e., 0.25 or less) these hours/FTE are offered first to any voluntary true-up staff who lost hours in a true up process in the work unit wanting additional FTE. Next, these hours would be offered to the most senior employee in the work unit. In either case, the increase of hours cannot result in overtime or a schedule conflict. And, the individual must not currently be on a performance improvement plan.

9.05.4 Mandatory Low Census. Individual employee requests for time off due to perceived lack of work does not trigger this language. During a temporary period of low census/low work need the Employer will seek out volunteers (if multiple, select the most senior) taking into consideration the employee's work schedule and providing the remaining employees are qualified to perform the required work to take time off before determining and implementing the reduced staffing schedule required.

When no volunteers are available, TPT and agency (to include Travelers), then employees working above their FTE, 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 volunteer to take mandatory low census or those sent home on mandatory low census have the option of using PTO (if available) or Leave with Benefits (LWB).

9.06 Mandatory Meetings. All meetings where attendance is required by supervisory or management personnel are to be paid for as hours worked at the employee's regular rate of pay for a minimum of two (2) hours' pay when such meeting is on an employee's scheduled day off. This provision is subject to Article 9.03 Overtime.

9.07 Rest Between Shifts. Except for those employees on standby or those employees assigned a shift of twelve (12) hours or more, employees in outpatient settings staffed at least twelve (12) hours a day for five (5) days or more a week and employees in Urgent Care and other 24/7 settings as allowed under applicable overtime law required to work with less than twelve (12) hours off duty between regularly scheduled shifts, shall be paid at one and one-half (1½) times the regular rate of pay for all time worked within this twelve (12) hour period. Overtime worked consecutive to the regularly scheduled shift is considered part of the scheduled shift for the purposes of computing when regular shifts begin and end. This section shall not apply to the rotation of shifts or to work schedules established by mutual consent, including schedules established for the convenience of the employee.

9.08 Alternative Work Schedules. Alternative work schedules not specified in this Agreement or Addenda hereto may be established by the Employer with the consent of the employee and prior review by the Union. Where alternative work schedules are utilized, the Employer shall have the right to revert back to the normal eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternate work schedule being established, after thirty (30) days' advance notice to the employee.

9.09 Overtime Scheduling. Where possible, scheduled overtime shall be assigned on a rotating basis.

9.10 Weekend Work. The Employer will make a good faith effort to provide a fair and equitable rotation of weekends off within a twelve (12) week schedule. With the exception of those employees specifically employed to provide weekend coverage, including interns or those employees who voluntarily agree to more frequent weekend work, the Employer will attempt to schedule all regular employees assigned a .60 FTE or more to at least six (6) weekends off within the twelve (12) week schedule. Employees required to work more than six (6) weekends within the twelve (12) week schedule will be paid at the rate of one and one-half (1½) times the regular rate of pay for the seventh (7) weekend worked and any additional weekends worked within this twelve (12) week schedule. The weekend shall be defined as that period from 7:00 am Saturday to 7:00 am Monday for employees working day or evening shifts, and from 11:00 pm Friday to 11:00 pm Sunday for employees working night shift. This section shall not apply to standby or callback assignments paid pursuant to Article 10.

Note: Where an employee (including float pool employees) identifies a concern with a loss of hours in a workweek as a result of the difference in shift lengths between weekdays and weekends, the manager will work with the employee to identify opportunities for additional non-overtime hours.

9.11 10/40 Staffing Pattern.

The Union and the Employer have agreed to the following terms and conditions with regard to the 10/40 staffing in the various pharmacy locations. Part-time employees may be assigned to work this 10/40 staffing pattern. Benefits for part-time employees will be appropriately prorated.

- 1)
 - a) Those pharmacy department personnel assigned to work within a 10/40 staffing pattern at KFHPWA have agreed to so work on a voluntary basis recognizing that it is an alternative staffing pattern within KFHPWA.
 - b) A 10/40 employee, required to work on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours' holiday pay at straight time, or, upon mutual agreement, a day off as unpaid leave with benefits within a thirty (30) day period following the holiday.

- 2) If a holiday falls on a full-time 10/40 employee's regularly scheduled day off or during a 10/40 employee's PTO, the employee shall receive straight-time pay for ten (10) hours for the holiday, or upon mutual agreement, a day off as unpaid leave with benefits within thirty (30) days following the holiday.
- 3) 10/40 employees shall accumulate Paid Time Off based on straight time hours paid. For purposes of sick leave utilization, ten (10) hours constitutes one (1) workday.
- 4) 10/40 employees assigned to work the second (evening) shift or third (night) shift shall receive shift differential in accordance with Article 10.02 in addition to their proper rate of pay. When an employee is assigned to work a shift that overlaps the first and second shift, shift differential will be paid for the entire shift if a majority of hours worked occur after 5:30 p.m.
- 5) 10/40 employees shall be paid overtime compensation at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond ten (10) hours in one (1) day or any hours worked beyond forty (40) hours in a seven (7) day period.
- 6) Full-time employees working the 10/40 schedule shall accumulate PTO time based upon Article 13.04
- 7) 10/40 employees unable to continue working the 10/40 staffing pattern shall be guaranteed the first available position for which the employee is qualified within KFHPWA.
- 8) Provisions of the KFHPWA and UFCW Local 3000 Employment Agreement inconsistent with the foregoing are hereby superseded with respect to the pharmacy department employees working the 10/40 staffing pattern. The provisions of this Addendum shall be subject to renegotiation simultaneous with the KFHPWA /UFCW Local 3000 negotiations.

9.12 7/70 Staffing Pattern.

- 1) It is hereby agreed and understood that the following terms and conditions with regard to the Variable Work Week Schedule have been agreed to by and between UFCW Local 3000 and KFHPWA and are hereby made an Addendum to the Employment Agreement between the parties.
- 2) When mutually agreeable to the Employer and employee, a Variable Work Week Schedule may be utilized consisting of four (4) ten (10) hour days in one (1) work week followed by three (3) ten (10) hour days in the following work week. Such work schedule shall result in an employee working seven (7) consecutive ten (10) hour days during the two (2) week period.
- 3) Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all time worked in excess of ten (10) hours in one (1) day, in excess of forty (40)

hours in one (1) work week, or in excess of thirty (30) hours in one (1) work week in the event the employee is only scheduled to work thirty (30) hours in that work week.

- 4) Paid Time Off shall accrue on all straight-time paid hours.
- 5) If an employee working a Variable Work Week Schedule is required to work on a holiday, the employee shall be paid one and one-half (1½) times the regular rate of pay plus ten (10) hours' holiday pay at straight-time, or, upon mutual agreement, a day off as unpaid leave with benefits within a thirty (30) day period following the holiday.
- 6) If a holiday falls on a regularly scheduled day off or during PTO, the employee shall receive straight-time pay for ten (10) hours for a holiday or, upon mutual agreement, a day off as unpaid leave with benefits within thirty (30) days following the holiday.
- 7) Paid Time Off as appropriate for sick leave shall be paid at the rate of ten (10) hours per day to the extent accrued.
- 8) Employees unable to continue working the Variable Work Week Schedule and whose performance has been satisfactory shall be guaranteed the first available comparable position for which the employee is qualified and has seniority within the bargaining unit.
- 9) An employee working a Variable Work Week Schedule shall be required to give three (3) calendar weeks' notice of resignation. Failure to give such notice shall result in loss of termination benefits including any accrued PTO pay. The Employer agrees to give the employee three (3) weeks' notice of termination except where the employee has been discharged for just cause.
- 10) Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.
- 11) Part-time employees may be assigned to work this Variable Work Week Schedule.

ARTICLE 10 — WAGES AND CLASSIFICATION

10.01 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. Addendum "A" attached hereto and made a part of this Agreement is the wage schedule. The anniversary step increase occurs at the beginning of the pay period in which the anniversary occurs.

10.01.1 Experience/Hire in Rates. Pharmacists, Technicians and Assistants hired during the term of this agreement may receive credit for continuous recent experience. For purposes of this section, continuous recent experience shall be defined as clinical experience as a pharmacy technician or as a registered pharmacist or completion of a formal program of post-graduate

education without a break in experience which would reduce the level of skills in the opinion of the Employer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired employees in all circumstances.

10.01.2 Wage Increases.

The wage schedules will be updated each year in accordance with the terms agreed to in the National Alliance Agreement.

Clinical Pharmacists Rate: Clinical Pharmacists who are not certified are 2% above the Pharmacist wage scale for the term of this contract. Clinical Pharmacists who are certified are 4.5% above the Pharmacist wage scale for the term of this contract.

10.02 Shift Differential. For staff who start their shift at noon or later, the following Shift 2 and Shift 3 differential pay applies:

Shift 2 differential applies when the majority of a staff member's hours worked falls between 3 pm and 11 pm; in which case the differential will be paid for the entire shift. Shift 2 differential is one dollar ninety-five cents (\$1.95) per hour in addition to the regular hourly rate and two dollars (\$2.00) per hour in addition to the regular hourly rate for Pharmacy warehouse workers.

Shift 3 differential applies when the majority of a staff member's hours worked falls between 11 pm and 7:30 am; in which case the differential will be paid for the entire shift. Shift 3 differential is five dollars (\$5.00) per hour in addition to the regular hourly rate for pharmacists and two dollars and twenty-five cents (\$2.25) per hour in addition to the regular hourly rate for pharmacy technicians.

Staff who start their shift before noon shall be paid one dollar and ninety-five cents (\$1.95) per hour shift differential in addition to the regular hourly rate for one (1) or more hours worked after 5:30 pm.

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. The weekend shall be defined as hours between 11:00 PM Friday and 11:00 PM Sunday.

10.04 Report Pay. Any employee who is ordered to report to work, or who is scheduled to work and is permitted to come to work without receiving prior notice that no work is available, shall receive pay for four (4) hours' work at the regular rate of pay. It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these notification requirements.

10.05 Mileage. Whenever any employee is required to work in more than one (1) location during the same day, travel time between locations shall be regarded as time worked. When the employee's vehicle is used, the distance traveled shall be reimbursed at the current KFHPWA per mile rate.

10.06 Lead Assignment. Employees assigned lead duties by the Employer will be paid three dollars (\$3.00) per hour for non-pharmacists and pharmacists in addition to the regular rate of pay provided for the classification in the wage schedule. A lead is one who is assigned lead responsibilities as defined by management but does not have supervisory authority as defined by the Labor Management Relations Act. Lead pay will be paid to an employee for any period during which the employee is assigned substantially all lead duties in the absence of the regularly assigned lead.

10.07 Premium Pay

- A. Optifill Premium - Three dollars (\$3.00) per hour when a Pharmacy Technician or Pharmacy Assistant is performing this assignment.
- B. IV Tech – A premium of four dollars (\$4.00) per hour for each hour worked as an IV Technician with a minimum of two (2) hours.
- C. Relief Pool Premium – A premium of three dollars (\$3.00) per hour will be paid to technicians, pharmacists, and assistants who are assigned to the Relief Pool.
- D. Receiving Clerk - A premium of one dollar and sixty cents (\$1.60) per hour will be paid to the employees assigned to receive shipments a majority of the time at the pharmacy warehouse.
- E. Inventory Tech - A premium of one dollar and sixty cents (\$1.60) per hour will be paid to the employees for each hour that they are assigned to conduct receiving inventory at the Fulfillment Center.

10.08 Temporary Employees. Temporary employees shall receive fifteen percent (15%) per diem premium above the applicable rate of base pay.

10.08.1 Temporary Employees – Longevity Increment. Temporary employees will be eligible for a longevity increment on the first full pay period on or after reaching one thousand (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 one thousand (1000) hours is used to receive a step increase a combination of regular and temporary hours will be used.

10.09 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.

10.10 Telephone Pay for Pharmacy Technicians. Pharmacy Technicians who are working on automated dispensing machines shall be entitled to receive telephone pay. KFHPWA will pay for telephone calls directly related to providing technical support for the automated dispensing equipment, with a fifteen (15) minute minimum, when a Pharmacy Technician is called outside of their regular work schedule. The employee shall be paid their regular rate of pay. Calls

lasting more than fifteen (15) minutes will be paid to the nearest fifteen (15) minutes. Requests to work additional hours or to correct payroll issues are exempt from this provision.

Telephone calls under this section shall be considered as time worked and is subject to Article 9.03 Overtime. If the problem cannot be resolved by telephone and the employee returns to the workplace, this section shall not apply and the provisions of Article 10.04 Report Pay shall apply.

It is further understood that KFHPWA may terminate this agreement with thirty (30) days' notice to UFCW Local 3000.

ARTICLE 11 — HOLIDAYS

11.01 The following holidays shall be granted with regular pay, including shift differential:

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

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

11.02 Holiday Pay. Any employee required to work on a holiday (actual and/or observed) shall be paid one and one-half (1½) times the regular rate of pay for the straight-time hours scheduled and worked up to ten (10) hours plus the same number straight-time hours scheduled and worked as holiday pay at straight time. Or by mutual agreement a day off, as unpaid leave with benefits within a thirty (30) day period following the holiday.

11.02.1 Pay for Holiday Worked for Different Shift Lengths. Employees whose regular, reoccurring schedule involves a predictable pattern of different shift lengths shall be paid as follows for holidays:

- A. One and a half (1½) times the employee's regular rate of pay for the same number of straight time hours scheduled and worked up to ten (10), plus
- B. Holiday pay in the amount of the employee's average shift length based on the shifts normally assigned and worked by the employee. EXAMPLE: Employee assigned a .7 FTE normally works four 10-hour shifts and two 8-hour shifts per pay period. Average shift length = 9.33 hours.

11.03 Holiday During PTO. If a holiday falls during an employee's PTO, it will be charged as a holiday. Holiday work assignments shall be equitably rotated among employees. Such rotation shall take precedence over PTO selection by seniority.

11.04 Holiday Not Worked. 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 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. Full time employees (1.0 FTE) will not be scheduled for a four (4) hour shift on a holiday when the Pharmacy is closed.

For holidays which fall on an employee's scheduled day off, the employee shall receive holiday pay calculated by multiplying the employee's assigned FTE times the number of hours worked in the normal workday, e.g., 8, 10 hours.

Note: If a holiday falls on an employee's regularly scheduled day off, holiday pay shall be calculated by multiplying the employee's assigned FTE times the average shift length. EXAMPLE: Employee assigned a .45 FTE normally works two 8-hour shifts and two 10-hour shifts has an average shift length of 9 hours. Holiday pay is calculated by multiplying 45% x 9 to equal 4.05.

11.05 Observance of a Holiday. 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 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. Where a clinic is closed and a holiday falls on a Sunday, then the following Monday shall be observed as the holiday. Where a clinic is closed and a holiday falls on Saturday, then the preceding Friday shall be observed as a holiday.

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

ARTICLE 12 — PAID TIME OFF (PTO)

12.01 Purpose. Paid Time Off (PTO) 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.

12.02 Definitions.

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

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

- A. Absences of less than five (5) days — unscheduled if taken with less than forty-eight (48) hours advance notice.
- B. Absences of five (5) days or longer — unscheduled if taken with less than fourteen (14) days advance notice.

Unscheduled time off will be considered excessive if it occurs more than six (6) times during a year or more than three percent (3%) of the employee's work time.

12.03 PTO Year. The PTO year shall be based upon an employee's anniversary date as a regular employee. Subject to the scheduling requirements of each department, employees may take PTO in increments of not less than fifteen (15) minutes at a time.

12.04 PTO--Department Functions/Patient Care. PTO 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.

12.05 Annual PTO Benefit. Employees shall be entitled to annual PTO benefits in accordance with this Agreement.

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

12.07 PTO Scheduling: See attached Letter of Understanding (Addendum C).

12.08 Maximum PTO Carry-Over: PTO hours shall continue to accrue until the employee's PTO balance reaches one hundred fifty percent (150%) of the employee's annual accrual. (1.5 times the annual accrual rate.) Once PTO balance falls below one hundred fifty percent (150%) of the employee's annual accrual, the accrual of PTO hours would resume.

12.09 Eligibility. All regular employees shall accrue hours under the Paid Time Off Plan from their date of regular employment. PTO accrual hours may be used as accrued.

12.10 Accrual Schedule. The PTO accrual schedule is as follows:

Accrual/Pay Period

| Completion of | Accrual Rate | Yearly Total for 1.0 FTE |
|--------------------|----------------|--------------------------|
| 0-2 years | .0615 hours/hr | 16 days |
| 3 years | .0693 hours/hr | 18 days |
| 4-5 years | .0922 hours/hr | 24 days |
| 6-7 years | .0962 hours/hr | 25 days |
| 8-9 years | .1000 hours/hr | 26 days |
| 10-11 years | .1038 hours/hr | 27 days |
| 12+ years | .1115 hours/hr | 29 days |

Clinical Pharmacists PTO accrual rate is as follows:

| Years of Service | Accrual Rate (per regular hours worked; assumes 1.0 FTE) | Days you earn per year |
|------------------|--|---------------------------|
| 0-3 years | .0808 hours/hr | 21 days |
| 4-9 years | .1000 hours/hr | 26 days |
| 10+ years | .1194 hours/hr | 31 days |

Extended Illness Bank (EIB) hours shall accrue at the rate of 1.85 hours per pay period (pro-rated for part-time employees). Clinical Pharmacists will continue to accrue and be able to use EIB.

12.11 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 PTO rules as well as the provisions of Article 12 of this Agreement shall apply regarding advance notice, supervisory approval, scheduling requirements and minimum increments to be taken.

12.12 Conversion of Unused Paid Time Off Days. During Open Enrollment, employees may elect to deposit up to forty-eight (48) hours (pro-rated for part-time employees) into their EIB account at one hundred percent (100%) value. The minimum transfer to EIB is one (1) hour. PTO account balances may not go under eighty (80) hours. Effective January 1, 2017, the maximum accumulation to the EIB bank shall be five hundred (500) hours.

PTO time must be scheduled in accordance with the Letter of Agreement referenced in Article 12. Employees may only request time off for which they will have enough accrued PTO to cover.

12.13 Sick Leave Compensation. Accrued Paid Time Off as appropriate shall be payable at the regular rate of pay on the first (1st) day of absence due to bona fide illness, injury, disability due to pregnancy or childbirth, or illness or injury of a dependent child pursuant to state law. Employees shall be required to notify the Employer at least one (1) hour in advance of the employee's scheduled shift if unable to report for duty on the first shift. Three (3) hours' advance notice shall be required if the employee is unable to report for scheduled duty on the second or third shift. Failure to do so may result in loss of paid 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.

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

12.15 On-The-Job Injury. Accrued Paid Time Off may be used to supplement the amount received by an employee from Workers' Compensation Insurance as provided in Section 14.07 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

12.16 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 per calendar year will be included as release time, to be paid only when a minimum three (3) calendar day's 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 scheduled in fifteen (15) minute increments with supervisor approval. Otherwise, Medical Time Off shall be in one (1) hour increments.

ARTICLE 13 —EXTENDED ILLNESS BANK (EIB)

13.01 Extended Illness Bank (EIB). Employees shall accrue six (6) days/forty-eight (48) hours per year (pro-rated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period. Effective January 1, 2017, the maximum accrual to the EIB bank shall be five hundred (500) hours. Employees with balances greater than five hundred (500) hours will retain their balance as part of this transition.

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

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

- A. Occupational Injury: In the event an employee has exhausted their PTO, and incurs an occupational injury for which the employee is eligible for workers' compensation insurance, then the employee will have access to their EIB accrual at the first day of absence due to the occupational injury if requested by the employee. Otherwise, employees may use PTO or have the time be unpaid.
- B. Relapse: In the event an employee suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the EIB.
- C. 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 a 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.
- D. Ten-Day Absence: In the event an employee has an extended illness lasting more than ten (10) calendar days, the first twenty-four (24) 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.
- E. Hospitalization: In the event an employee is hospitalized overnight, the first day of that absence may be paid from the employee's EIB account. Same day surgery: If requiring five (5) or more days of recovery, may also be paid from the employee's EIB account.

13.02 Safe Time and Domestic Violence Leave. Victims of domestic violence, sexual assault, or stalking may take reasonable leave from work to take care of legal or law enforcement needs and obtain health care. This leave allows time off to take care of legal or law enforcement needs and

to obtain medical treatment, social services help, or counseling. Family members of a victim may also take reasonable leave to help the victim get treatment or seek help.

In addition, employees who need Safe Time Leave due to public health issues as detailed below, will be provided with reasonable leave from work to address these situations should they occur. Employees may elect to use PTO in order to have paid leave and EIB will apply if the situation goes beyond sixteen (16) hours. Employees may also opt to take unpaid leave. This leave is in addition to and will run concurrently with other leaves available to employees.

In any circumstance, neither leave will be counted as an occurrence for the employee's attendance profile.

If requested, KFHPWA will work with the employee to change the facility they work in either temporarily or permanently.

Who is eligible for this Leave?

- Victims of domestic violence, sexual assault, or stalking may take reasonable leave from work for legal or law-enforcement assistance, medical treatment, or counseling.
- Family members may also take reasonable leave to help a victim obtain needed treatment or services.
- "Family member" includes a child, spouse, parent, parent-in-law, grandparent, sibling or person whom the employee is dating.
- Safe Time Leave shall be provided to an employee for the following reasons:
 - a. When the employee's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material,
 - b. To accommodate the employee's need to care for a child whose school or place of care has been closed by order of a public official for those reasons.

How to access Safe and DV Leave:

- Call Matrix 1-855-354-6936
- Inform manager (don't share details – for example, say “taking 13.02 leave”)
- Provide one or more of the following to Matrix when requested:
 - A police report indicating the employee or employee's family member was a victim.
 - A court order providing protection to the victim.
 - Documentation from a healthcare provider, advocate, clergy, or attorney.

An employee's written statement that the employee or employee's family member is a victim and needs assistance. Family relationship may be determined by birth certificate, court document or other similar record or a statement from the employee.

ARTICLE 14 — INSURANCE COVERAGE

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 date of hire . 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 for regular employees assigned a .75 or more FTE status, subject to the employee's agreement to pay the required monthly premium-share contribution.

14.02 Medical plan description. Employees and their covered dependents will be covered by the Wellness Works plan in Addendum E

14.02.1 Premium sharing. Eligible employees shall contribute to the premium expense for the Employee Medical Plan according to the Wellness Works plan in Addendum E.

14.02.2 Spousal Surcharge. Pursuant to the Total Health Memorandum of Understanding (MOU), employees who cover spouses/domestic partners who have available, but decline to accept, other medical coverage available through the spouse/domestic partner's own employer coverage, shall be charged one hundred (\$100) per month premium-share in addition to the premiums defined above. Exceptions to this surcharge are in the attached Total Health MOU.

14.03 Vision Insurance. KFHPWA 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 one hundred fifty (\$150) per twelve (12) month period per member.

14.04 Life Insurance. The Employer will provide employee life insurance in the amount of fifty thousand dollars (\$50,000) which includes fifteen thousand dollars (\$15,000) of accidental death and dismemberment (AD&D) coverage for employees assigned a .75 or more FTE. Employees shall be eligible for the life insurance benefit on the first of the month following one (1) month of employment. The Life Insurance benefit shall be subject to the specific terms, conditions and eligibility requirements of the benefit plan and will be administered according to the plan document provided by the Life Insurance Provider.

14.05 Dental Insurance. KFHPWA will provide 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.

14.06 Retiree Medical. Coverage and premiums. The Employer will continue to offer its Retiree Medical Plan coverage for eligible employees. The Employer will discontinue its subsidy of the Retiree Medical Plan premium for employees retiring on or after 12-31-2009.

14.07 Workers' Compensation. All employees subject to this Agreement shall be covered by State Industrial Accident Insurance and Medical Aid, or equivalent insurance, as provided for by Washington State law.

Upon 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 of up to six (6) months.

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

14.09 Professional Liability. The Employer will provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

14.10 Long-Term Disability. The employer will provide a long-term disability (LTD) core plan with a six (6) month waiting period for all employees @ .75 FTE or more which currently provides a benefit of fifty percent (50%) of salary to a maximum of three thousand seven hundred fifty dollars (\$3750) per month.

14.11 Long Term Care Benefit. The Employer shall provide its currently available voluntary long-term care benefit for each employee, subject to the terms and conditions in the plan and the employee's agreement to make the required contribution.

14.12 Short-Term Disability (STD) Benefit. Effective January 1, 2017, the Employer will provide access to a short-term disability supplemental insurance plan to employees through payroll deduction. Such plan will be one hundred percent (100%) paid for by the employee through payroll deduction using post-tax dollars.

14.13 Participation. Insurance benefits specified in this contract shall be subject to the specific terms, conditions and eligibility requirements of the benefit plan unless otherwise specified in this Agreement.

ARTICLE 15 — RETIREMENT

15.01 Sound Retirement Pension.

15.01.1 Pension Plan Group Health Pharmacy (Rx)

a) Acceptance of Trust Agreement: The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Retail Clerks Pension Trust (now called 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.

The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement effective May, 2019 and as hereafter amended regarding the Sound Retirement Trust and the Sound VAP.

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.

15.01.2 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised September 2021 with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Employer will contribute the following amounts and the Employer's active participants will continue to earn benefit accruals.

| | Registered Pharmacy | Non Registered Pharmacy | Registered Pharmacy | Non Registered Pharmacy | Registered Pharmacy | Non Registered Pharmacy |
|--------------------|---------------------|-------------------------|-------------------------------------|-------------------------------------|---------------------|-------------------------|
| Effective Date | 11/2016-11/2020 | 11/2016-11/2020 | 1st of month following ratification | 1st of month following ratification | 1/1/2022 | 1/1/2022 |
| Base Rate | \$ 0.82 | \$ 0.60 | \$ 0.82 | \$ 0.60 | \$ 0.82 | \$ 0.60 |
| Pre-Rehab Rate | \$ 0.38 | \$ 0.28 | \$ 0.38 | \$ 0.28 | \$ 0.38 | \$ 0.28 |
| Current Rehab Rate | \$ 0.86 | \$ 0.86 | \$ 0.92 | \$ 0.92 | \$ 1.056 | \$ 1.056 |
| TOTAL | \$ 2.06 | \$ 1.74 | \$ 2.12 | \$ 1.80 | \$ 2.256 | \$ 1.936 |
| | Registered Pharmacy | Non Registered Pharmacy | Registered Pharmacy | Non Registered Pharmacy | Registered Pharmacy | Non Registered Pharmacy |
| Effective Date | 1/1/2023 | 1/1/2023 | 1/1/2024 | 1/1/2024 | 1/1/2025 | 1/1/2025 |
| Base Rate | \$ 0.82 | \$ 0.60 | \$ 0.82 | \$ 0.60 | \$ 0.82 | \$ 0.60 |
| Pre-Rehab Rate | \$ 0.38 | \$ 0.28 | \$ 0.38 | \$ 0.28 | \$ 0.38 | \$ 0.28 |
| Current Rehab Rate | \$ 1.192 | \$ 1.192 | \$ 1.222 | \$ 1.222 | \$ 1.252 | \$ 1.252 |
| TOTAL | \$ 2.392 | \$ 2.072 | \$ 2.422 | \$ 2.102 | \$ 2.452 | \$ 2.132 |

15.01.3 The SRT Employer liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten-year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan. The Rehabilitation Plan was updated effective September 21, 2021. Pursuant to the 2021 Rehabilitation Plan, SRT Employer contributions will be made in accordance with the schedule outlined in the chart in 15.01.2 above.

15.01.4 The Employer shall continue to pay all scheduled contribution increases under the updated Rehabilitation Plan, as set forth above, through the term of this CBA, regardless of the zone status of the SRT. All hourly contributions to the SRT shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the SRT.

15.01.5 Until January 1, 2025, the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section.

15.01.6 Effective January 1, 2025, future benefit accruals under the SRT will cease and the SRT plan will be frozen for this unit; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees is discontinued and all hourly contribution rates paid to the SRT will be reduced by this adjusted base contribution under this Section.

15.02 Retirement Plan Transition: The parties agree to transition future service benefit accruals to the UFCW Variable Annuity Pension Plan, (Sound VAP). Participants' service earned under the SRT and the Sound VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans.

15.02.1 Employer Contributions: Effective January 1, 2025, the Employer will contribute a minimum combined total of 6.3% of salary to the Sound VAP and the SRT. Notwithstanding the above, in no event shall the contribution to the VAP be less than 125% of the base contribution to the SRT as of the effective date of participation in the VAP. Contributions will be made on behalf of eligible employees under the collective bargaining agreement. Contributions shall be remitted in accordance with the plan document.

15.02.2 Following transition to the Sound VAP, employees service earned under the Sound Retirement Trust (SRT) and the Sound VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans in accordance with the plan documents.

15.03 Retirement Plans. For employees covered by this Agreement, the Employer will continue to offer its 403(b)(7) Custodial Plan for employee voluntary pre-tax contributions. In addition, effective the first full pay period in 2010, the Employer will match fifty percent (50%) of the first four percent (4%) of pay that eligible employees defer into their account. These matching contributions will vest immediately.

15.04 Retirement Service Award - 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 Kaiser Permanente as a regular employee since the employee's most recent hire date.

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

If an employee previously received a retirement PTO award before January 1, 2014 (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 16 — LEAVES OF ABSENCE

16.01 In General. All leaves are to be requested from the Employer in writing as far in advance as is 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 is possible. Leaves of absence for the purpose of extending PTO during the summer months shall be entirely at the convenience of the Employer. Employee-initiated leaves without pay for up to four (4) calendar days shall not alter any regular employee's anniversary date of employment or the amount of Paid Time Off credits, which would otherwise be earned. This limitation shall not apply to leaves without pay for low census/low need. 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.

16.02 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 leave of absence per rolling calendar year will be granted to employees who are not eligible for FMLA leave for a personal illness or injury or injury or disability because of pregnancy or childbirth without loss of accrued benefits. An employee who exhausts all of their FMLA leave is not eligible for a health leave.

A leave of absence begins on the date of first absence from work. Accrued Paid Time Off for the period of temporary disability shall be used during this period. Except that an employee may elect to reserve up to eighty (80) hours (prorated for part-time employees) of Paid Time Off. 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 position created by the leave of absence on a temporary basis for the period of the employee's sick leave, subject to patient care considerations and departmental needs. All persons hired temporarily to replace employees who are on leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return. Length of service credit and benefits will not accrue but will remain the same as at the time of beginning the leave. Prior to returning to work after an extended absence for personal illness or injury, the Employer may require a statement from the attending physician attesting to the employee's capability to perform the work required of the job. Health leave shall not exceed six (6) months. If a health leave of absence exceeds twelve (12) weeks, only then may the Employer permanently fill the vacancy. If the Employer has filled the position permanently, pursuant to the above, the employee on leave of absence, upon returning to the job during the six (6) month health leave period, will be offered the first open position for which the employee is qualified.

16.03 Family Leave.

- A. **Federal Law:** Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least twelve hundred fifty (1250) hours in the previous twelve (12) month period may

be eligible for FMLA. If the employee qualifies for FMLA leave, the Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. An employee shall use accrued paid leave time for which the employee is eligible during family leave, except that the employee may elect to reserve up to eighty (80) hours (pro-rated for part-time employees) of Accrued Paid Time Off. Family leave shall be interpreted consistently with the conditions and provision of the state and federal law. FMLA leave taken due to the employee's own serious health condition shall also constitute, and run concurrently with, any other leaves the employee is able to use.

B. Family Care Act. Employees shall be able to use accumulated paid time off according to the Washington State Family Care Act.

16.04 Advanced 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 without loss of seniority or other accrued benefits. Request for advanced study leave must be submitted sixty (60) days prior to the time leave is desired and the request must be in writing.

16.05 Bereavement Leave. Regular full-time and part-time employees, including probationary employees, shall be allowed a maximum of three (3) scheduled days off with pay by reason of a death in the employee's immediate family. The term "immediate family" includes spouse/domestic partner, son, daughter, adopted children, step children, son and daughter-in-law, mother, father, mother and father-in-law, step parent, sister, brother, sister and brother-in-law, step sister, step brother, grandparent, grandparent-in-law, step grandparent, and grandchildren. When an employee attends a funeral out of state, an additional day without loss of pay shall be granted when reasonable. Additional unpaid time off may be allowed when extensive travel is required.

16.06 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 16.03 (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 their prior position. Thereafter the employee shall be entitled to the first available position for which they are qualified. Such leave shall not exceed one (1) year.

16.07 Child Bonding. Employees who have one (1) year of continuous regular employment at .75 FTE or greater will be allowed two (2) weeks of leave at one hundred percent (100%) pay

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

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

16.09 Continuing Education. See Article 26, Education Reimbursement

16.10. Licensure. The Employer will reimburse Pharmacists and Technicians for their annual Washington license renewals separate from the annual contributions to the fund.

16.11 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 KFHPWA. Subject to management approval, an employee who qualifies may be granted a sabbatical of up to six (6) 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 (1) 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 (1) year. Employees returning from a sabbatical leave of no more than six (6) months will be reinstated to their prior position.

Thereafter, employees will be reinstated to the first available position for which the employee is qualified. 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.

ARTICLE 17 — JURY DUTY

17.01 Jury Duty Leave. 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.

17.02 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.

ARTICLE 18 — GRIEVANCE PROCEDURE

18.01 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

18.02 Time Limits. 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.

Step I: Immediate Supervisor

The employee and/or the Union Representative shall present the grievance in writing to the immediate supervisor and the parties shall attempt to resolve the problem immediately, but in no event later than fourteen (14) calendar days from the employee's knowledge of the facts that constitute the grievance. The immediate supervisor shall be given fourteen (14) calendar days to respond in writing to the employee. The immediate supervisor at Step 1 is responsible for informing the grievant of the name, position and location of the next level of management to whom the second step grievance should be directed.

Step II: Next Level of Management

If the matter is not resolved to the parties' satisfaction in Step I, the employee and/or Union Representative shall present the grievance to the next level of management within fourteen (14) calendar days of the immediate supervisor's decision. The Manager shall reply within fourteen (14) calendar days following receipt of the grievance.

Step III: Labor Relations and Union Representative

If the matter is not resolved in Step II to the Union's satisfaction, the grievance shall be referred in writing to Labor Relations 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 IV: 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 III response will be forfeited unless an extension is agreed to in writing by both parties. Forfeiture is not a determination on the merits of the grievance and shall not constitute a precedent. There is no automatic elevation to arbitration.

ARTICLE 19 — UNINTERRUPTED PATIENT CARE

19.01 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 Employer and the Union. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage, participate or in any way directly or indirectly aid others in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever nor shall they engage in any picketing or other interference whatever with the efficient operation and conduct 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 20 — PHARMACY JOINT LABOR MANAGEMENT COMMITTEE

20.01 It is the goal of UFCW 3000 and KFHPWA to engage in collaborative problem solving efforts so that broad 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 bargaining and resolving grievances. Issues and problems pertaining to specific worksites will continue to be addressed at the facility or work unit level.

The committee will meet at least quarterly. The Union and Employer can mutually agree to meet more frequently. The composition of the committee may vary depending on the issue; however, each party will appoint a core of no more than five (5) representatives and at least one Union Representative. Subject matter experts (SME) may attend as needed according to the agreed upon agenda for the meeting. The committee may, at its discretion, establish temporary subcommittees to research and/or address specific issues. Because joint training is essential to the success of the committee, training in the collaborative model will be provided to the core representatives. All employee attendance, including SME, at joint LMC meetings will not result in loss of wages.

The Union and Employer agree to make hours of work a standing item for all future pharmacy JLMC meetings. Upon request, which shall not be made more frequently than on a quarterly basis unless required to enforce this agreement or the collective bargaining agreement, the Employer agrees to provide to the JLMC a report to include the following information:

1. List of all areas that utilize less than eight (8) hour shifts
2. List of all pharmacy employees who are working less than eight (8) hour shifts

ARTICLE 21 — GENERAL PROVISIONS

21.01 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.

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

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

21.04 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 22 — OCCUPATIONAL SAFETY & HEALTH

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

22.02 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.

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

22.04 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.

22.05 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.

22.06 Ergonomics. KFHPWA has policies, procedures and workplace tools designed to assist employees in designing and maintaining an ergonomic acceptable workstation. Employees are encouraged to explore this information and contact their managers with questions.

ARTICLE 23 — SUCCESSOR

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

ARTICLE 24 — CLINICAL PHARMACIST

24.01 The Clinical Pharmacist position was created by Group Health Cooperative (now KFHPWA) during October of 2013. This article pertains to the Clinical Pharmacist job classifications and will apply only to that classification. The Clinical Pharmacist classifications are Non-Certified Clinical Pharmacist and Certified Clinical Pharmacist.

24.02 Employees hired into the Clinical Pharmacist position without the necessary certification will obtain the necessary certification within two (2) years of being eligible to sit for the board certification exam. Each Clinical Pharmacist will have at least two (2) opportunities to take the certification examination. Individuals who are not able to complete this requirement within two (2) years of being eligible to sit for the board certification exam and having had at least two (2) opportunities to sit for the board certification exam will be offered any vacant pharmacist position. If there is more than one (1) employee in this situation, vacancies will be offered in order of seniority. Declining a vacant comparable (per Article 8.05) pharmacist position will result in the termination of the clinical pharmacist without any severance benefits. If there is no vacant comparable pharmacist position, the clinical pharmacist will be placed on the pharmacist recall list to be recalled by seniority for a period of twelve (12) months pursuant to the recall language in the collective bargaining agreement. Clinical Pharmacists who are on the recall list due to not passing the certification requirement within two (2) years will not receive any severance benefits; however, unemployment will not be contested.

a) Certification test and study materials will be paid for through the Tuition Reimbursement and any other applicable programs available to the employee. The employee has the burden of applying for reimbursement through those programs and providing proof that the tests and study materials will not be covered. Thereafter, costs will be borne by the Pharmacy Administration, Section 24.02 applies to all employees who are required by this agreement to take the Clinical Pharmacist certification exam.

b) Subject to scheduling made by and between the Clinical Pharmacists and which meets patient and customer needs, an additional three (3) days of paid Education Leave will be provided once to Clinical Pharmacists who are taking the certification exam for the first time after being selected into the Clinical Pharmacist position. The three (3) days will be used for study time and for taking the exam.

24.03 KFHPWA Pharmacists who accept a Clinical Pharmacist position will be placed on the Clinical Pharmacist wage scale at the same step that they were on the Pharmacist wage scale.

24.04 Any work-related mileage for Clinical Pharmacists will be paid according to KFHPWA policy.

24.05 If the Clinical Pharmacist is scheduled to work on a KFHPWA actual and/or observed holiday and does so, the Clinical Pharmacist will receive a day off at a mutually agreed time to offset working on the holiday.

24.06 Pharmacy Administration will request laptops and phones for the use of Clinical Pharmacists. Clinical Pharmacists, according to their work, may be permitted to work from remote locations in order to complete all duties as assigned.

24.07 Clinical Pharmacists will be classified as exempt Union employees. Non-Certified will be paid two percent (2%) above the Pharmacist wage scale annualized as exempt wages. Certified will be paid four and one-half percent (4.5%) above the Pharmacist wage scale annualized as exempt wages.

24.08 Clinical Pharmacists will begin earning the Exempt PTO rate at the current years of service and continue to accrue at the appropriate years of service moving forward. For Clinical Pharmacists accrual rates, see paragraph 12.10 Accrual Schedule.

24.09 Clinical Pharmacist Temporary Employee

a) A Clinical Pharmacist 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 PTO 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 only be utilized to fill a regular position on a temporary basis. Temporary employees shall be ineligible for fringe benefits.

b) Clinical Pharmacist Temporary employees shall receive fifteen percent (15%) per diem premium above the applicable rate of base pay.

24.10 For the sole and specific purpose of gauging and managing Clinical Pharmacist workload to ensure that the workload remains reasonable, Pharmacy Administration and three (3) Clinical Pharmacists elected by the union membership will design or select a tool to assist in evaluating data with regard to the volume and hours of work that the clinical pharmacists are assigned in order to balance work and life outside of work by March 31, 2017.

a) If a Clinical Pharmacist (CP) has concerns regarding their ability to complete tasks for KFHPWA, they will bring these concerns to the Clinical Pharmacist Coordinator (CPC). The Clinical Pharmacist Coordinator will review the workload and make adjustments, process changes and work with the CP to help adjust workload to meet reasonable CP and KFHPWA expectations and the needs of patients and customers.

b) If workload continues to be an issue, the affected pharmacist(s) will bring the workload concerns to a committee made up of three (3) Certified Clinical Pharmacists selected by union employees in the CP classification, the CPC and the department manager. A Union Representative may attend at the request of the CPs involved. A written plan for the affected pharmacist will be developed by this committee.

c) If after the committee review, workload continues to be excessive in the eyes of the CP Pharmacist(s), the CP Pharmacist(s) will request review by the Executive Director of Pharmacy Delivery Services. The Executive Director of Pharmacy Delivery Services will make a recommendation for additional staff, re-allocation of work, re-prioritization of workload and/or a different resolution that addresses the workload issue.

ARTICLE 25 — PHARMACIST IN CHARGE

25.01 This article pertains to the Pharmacist in Charge job classifications and will apply only to that classification.

25.02 Pharmacy Administration and three (3) Pharmacists in Charge elected by the union membership will meet on a regular cadence to evaluate job duties, workflows and other topics.

25.03 - Workload

a) If a Pharmacist in Charge (PIC) has concerns regarding their ability to complete tasks, they will bring these concerns to their manager. The manager will review with the PIC their administrative time, job duties, and other tasks and adjust in order to ensure completion of duties to meet reasonable expectations and the needs of patients and customers. An adjustment may include additional training.

b) If workload continues to be an issue, the affected pharmacist(s) will bring the workload concerns to a committee made up of three (3) Pharmacists in Charge selected by union employees in the PIC classification and the associated pharmacy manager(s). A Union Representative may attend at the request of the PICs involved. A written plan for the affected pharmacist will be developed by this committee.

c) If after the committee review, workload continues to be excessive in the eyes of the Pharmacist(s) in Charge, the Pharmacist(s) in Charge will request review by the Executive Director of Pharmacy Delivery Services. The Executive Director of Pharmacy Delivery Services will make a recommendation for additional staff, re-allocation of work, re-prioritization of workload and/or a different resolution that addresses the workload issue.

25.04 – Pay

Employees classified as Pharmacist in Charge (PIC) shall be paid a 5% premium per hour in addition to the regular Pharmacist rate of pay. For all future increases to the PIC wage scale, the 5% premium for the PIC classification shall be calculated after increases, such as ATBs, are first applied to the regular Pharmacist rate of pay with the 5% being added following the increase to the base Pharmacist wage rate.

ARTICLE 26 – EDUCATION

26.01 Tuition Reimbursement

26.01.1 The Employer's standard education tuition reimbursement program will apply to all employees who successfully complete approved courses.

26.01.2 The Employer recognizes the value of further education and maintains its commitment to ongoing continuing education through its regional continuing education offerings, as well as an employee's participation in the Employer tuition reimbursement program. Employees, through the Employer's tuition reimbursement program, are eligible for courses provided by an accredited institution, professional society or government agency for continuing education and/or to obtain or maintain licensure, degrees and certification. This includes courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education and/or to attain or maintain licensure or certification in accordance with Section 1D3c of the Alliance National Agreement and the Employer's Tuition Reimbursement policy (F-02-044).

26.02 Education Leave

26.02.1 Upon completion of one (1) year of service, a regular employee will earn paid Educational Leave on a pro rata basis based upon their hired FTE as follows:

- Effective January 1, 2022:
 - all regular Technicians, Pharmacists and Clinical Pharmacists will receive 8-hours.
- Effective January 1, 2023:
 - all Pharmacist classifications will receive 12-hours and
 - all Technician classifications will receive 10-hours.
- Effective January 1, 2024, and each year after:
 - all Pharmacist classifications will receive 16-hours, and
 - all Technician classifications will continue to receive 10-hours.

26.02.2 Effective January 1, 2022, of the current contract, the employees will take education leave outside of work hours. Effective January 1, 2024, of the current contract, the employees can take the education leave during work hours or outside work hours.

26.02.3 Upon completion of one (1) year of service, all regular employees will be allotted Educational Leave pursuant to 26.02.1 on their anniversary date; thereafter Educational Leave will be allotted on January 1 of each calendar year.

26.02.4 The Employer agrees that regular employees may use Educational Leave (to include in-person or home study/online education) on their days off in the same manner that it is utilized on scheduled workdays. Educational Leave may be taken in full day(s) or in hourly increments.

26.02.5 The direct manager will consider all written requests for educational leave and approve or deny on a case-by-case basis based on operational needs. Requests for Educational Leave will not be unreasonably denied. Requests for Educational Leave must be submitted to the direct manager or designee sufficiently in advance of the program to enable the scheduling for the employee's absence. Requests will be granted based on staffing requirements and bargaining unit seniority. Employees will be notified no later than four (4) weeks prior to the date requested of whether the Educational Leave requested has been granted. Proof of course completion for Educational Leave with pay or certification programs must be submitted to the direct manager within ninety (90) days of receipt of course certificate.

ARTICLE 27 - STAFFING

27.01 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.

27.01.1 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.

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

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

27.01.4 The Joint 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. Emergency situations requiring immediate attention may be brought directly to KFHPWA Labor Relations to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Joint Labor Management Committee meeting; or (3) escalating the issue to the Executive Director of Employee and Labor Relations.

27.01.5 The Employer may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Joint Labor Management committee: or an employee who notifies the Labor Management committee or hospital administration about their concerns about staffing.

27.01.6 The Employer shall make every good faith effort to fill posted vacancies and fill absences including using temporary, TPT, travelers, overtime in order to provide for reasonable workloads and to accommodate requested vacation time.

ARTICLE 28 — DURATION OF AGREEMENT

28.01 This Agreement shall become effective September 26, 2021 and shall continue in full force and effect through July 31, 2026, and shall continue in effect from year to year thereafter, unless written notice of the 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.

28.02 In the event of an inadvertent failure by either party to give the notice set forth above, 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.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2023.

Kaiser Foundation Health Plan of Washington

UFCW LOCAL 3000

Jocelynn McAdory

By: Jocelynn McAdory (Dec 8, 2023 11:40 PST)

Jocelynn McAdory
Vice President
Human Resources

Faye Irene Guenther

By: Faye Irene Guenther (Dec 5, 2023 14:29 PST)

Faye Guenther
President, UFCW 3000

Joe Killinger

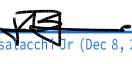
By: Joe Killinger (Dec 8, 2023 09:18 PST)

Joseph Killinger
Director
Employee & Labor Relations

Cathy Macphail

By: Cathy Macphail (Dec 7, 2023 23:07 PST)

Cathy Macphail
Negotiator, UFCW 3000

By: 
James A Busalacchi Jr (Dec 8, 2023 09:14 PST)

James Busalacchi
Senior Consultant
Employee & Labor Relations

**ADDENDUM “A” TO THE AGREEMENT
By and Between
UFCW LOCAL 3000 - PHARMACY UNIT
and
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON
WAGE SCHEDULES**

(Refer to the following pages)



**UFCW Pharmacy Wage Schedule
Effective September 26, 2021**

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|---------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1609 | Pharmacist I | 7 | \$65.19 | \$66.32 | \$67.50 | \$68.68 | \$69.86 | \$71.04 | \$72.21 | \$73.39 | \$74.57 | \$75.75 |
| 1610 | Pharmacist Relief Pool* | 7 | \$68.19 | \$69.32 | \$70.50 | \$71.68 | \$72.86 | \$74.04 | \$75.21 | \$76.39 | \$77.57 | \$78.75 |
| 1620 | Clinical Pharmacist - NC | 14 | \$66.49 | \$67.65 | \$68.85 | \$70.05 | \$71.26 | \$72.46 | \$73.66 | \$74.86 | \$76.07 | \$77.27 |
| 1624 | Clinical Pharmacist - NC - Lead | 17 | \$69.49 | \$70.65 | \$71.85 | \$73.05 | \$74.26 | \$75.46 | \$76.66 | \$77.86 | \$79.07 | \$80.27 |
| 1619 | Clinical Pharmacist | 15 | \$68.12 | \$69.30 | \$70.54 | \$71.77 | \$73.00 | \$74.23 | \$75.46 | \$76.69 | \$77.92 | \$79.15 |
| 1623 | Clinical Pharmacist - Lead | 16 | \$71.12 | \$72.30 | \$73.54 | \$74.77 | \$76.00 | \$77.23 | \$78.46 | \$79.69 | \$80.92 | \$82.15 |
| 1613 | Pharmacy Specialist | 2 | \$68.44 | \$69.66 | \$70.88 | \$72.11 | \$73.35 | \$74.59 | \$75.83 | \$77.07 | \$78.31 | \$79.55 |
| 1633 | Pharmacist In Charge | 10 | \$68.45 | \$69.64 | \$70.88 | \$72.11 | \$73.35 | \$74.59 | \$75.83 | \$77.07 | \$78.31 | \$79.55 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | |
|------|----------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1607 | Pharmacy Technician | 6 | \$20.29 | \$20.82 | \$21.34 | \$21.86 | \$22.38 | \$22.90 | \$23.42 | \$23.94 | \$24.46 | \$24.98 | \$25.50 | \$26.02 | \$26.54 | \$27.06 | \$27.58 | \$28.10 | \$28.62 | \$29.14 | \$29.66 | \$30.18 |
| 1615 | Pharmacy Technician Relief Pool* | 12 | \$23.29 | \$23.82 | \$24.34 | \$24.86 | \$25.38 | \$25.90 | \$26.42 | \$26.94 | \$27.46 | \$27.98 | \$28.50 | \$29.02 | \$29.54 | \$30.06 | \$30.58 | \$31.10 | \$31.62 | \$32.14 | \$32.66 | \$33.18 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|---------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1603 | Pharmacy Assistant | 7 | \$18.04 | \$18.28 | \$18.52 | \$18.80 | \$19.03 | \$19.25 | \$19.53 | \$19.81 |
| 1621 | Pharmacy Assistant-Relief Pool* | 16 | \$21.04 | \$21.28 | \$21.52 | \$21.80 | \$22.03 | \$22.25 | \$22.53 | \$22.81 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|------|---------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1616 | Warehouse Worker/Pharmacy | 8 | \$19.91 | \$20.53 | \$21.04 | \$21.56 | \$22.09 | \$22.64 | \$23.24 | \$23.81 | \$24.41 | \$25.01 | \$25.67 |

| Job | Job Title | Grade | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|-----------------|-------|---------|---------|---------|---------|-------------------|
| 1605 | Pharmacy Intern | 9 | \$19.27 | \$20.43 | \$21.68 | \$22.99 | \$37.50 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy Wage Schedule
Effective September 25, 2022**

| Job | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1609 | Pharmacist I | \$67.15 | \$68.31 | \$69.53 | \$70.74 | \$71.96 | \$74.48 | \$74.48 | \$74.48 | \$77.32 | \$80.02 |
| 1610 | Pharmacist Relief Pool* | \$70.15 | \$71.31 | \$72.53 | \$73.74 | \$74.96 | \$77.48 | \$77.48 | \$80.32 | \$83.02 | \$86.02 |
| 1620 | Clinical Pharmacist, NC | \$68.49 | \$69.68 | \$70.92 | \$72.15 | \$73.40 | \$75.97 | \$75.97 | \$78.87 | \$81.62 | \$84.62 |
| 1624 | Clinical Pharmacist, NC Lead | \$71.49 | \$72.68 | \$73.92 | \$75.15 | \$76.40 | \$78.97 | \$78.97 | \$81.87 | \$84.62 | \$87.62 |
| 1619 | Clinical Pharmacist | \$70.17 | \$71.38 | \$72.66 | \$73.92 | \$75.20 | \$77.83 | \$77.83 | \$80.80 | \$83.62 | \$86.62 |
| 1623 | Clinical Pharmacist Lead | \$73.17 | \$74.38 | \$75.66 | \$76.92 | \$78.20 | \$80.83 | \$80.83 | \$83.80 | \$86.62 | \$89.62 |
| 1613 | Pharmacy Specialist | \$70.49 | \$71.75 | \$73.01 | \$74.26 | \$75.57 | \$78.21 | \$78.21 | \$81.19 | \$84.04 | \$87.04 |
| 1633 | Pharmacist In Charge | \$70.51 | \$71.73 | \$73.01 | \$74.28 | \$75.56 | \$78.20 | \$78.20 | \$81.19 | \$84.02 | \$87.02 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 |
|------|----------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1607 | Pharmacy Technician | 6 | \$20.90 | \$21.44 | \$21.98 | \$22.64 | \$23.28 | \$23.99 | \$24.74 | \$25.48 | \$26.23 | \$27.04 | \$27.87 | \$28.71 | \$28.71 | \$28.71 | \$29.56 | \$29.56 | \$30.44 | \$30.44 | \$31.36 |
| 1615 | Pharmacy Technician Relief Pool* | 12 | \$23.90 | \$24.44 | \$24.98 | \$25.64 | \$26.28 | \$26.99 | \$27.74 | \$28.48 | \$29.23 | \$30.04 | \$30.87 | \$31.71 | \$31.71 | \$31.71 | \$32.56 | \$32.56 | \$33.44 | \$33.44 | \$34.36 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|---------------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1603 | Pharmacy Assistant | 7 | \$18.58 | \$18.83 | \$19.08 | \$19.36 | \$19.60 | \$19.83 | \$20.12 | \$20.40 |
| 1621 | Pharmacy Assistant-Relief Pool* | 18 | \$21.58 | \$21.83 | \$22.08 | \$22.36 | \$22.60 | \$22.83 | \$23.12 | \$23.40 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|------|---------------------------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1616 | Warehouse Worker/Pharmacy | 8 | \$20.51 | \$21.15 | \$21.67 | \$22.21 | \$22.75 | \$23.32 | \$23.94 | \$24.52 | \$25.14 | \$25.76 | \$26.44 |

| Job | Job Title | Grade | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|-----------------|-------|---------|---------|---------|---------|-------------------|
| 1605 | Pharmacy Intern | 9 | \$19.27 | \$20.43 | \$21.68 | \$22.99 | \$37.50 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy Wage Schedule
Effective September , 2023**

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|-------|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1609 | 7 | Pharmacist I | \$68.49 | \$69.68 | \$70.92 | \$72.15 | \$73.40 | \$75.97 | \$75.97 | \$75.97 | \$76.87 | \$81.62 |
| 1610 | 11 | Pharmacist Relief Pool* | \$71.49 | \$72.68 | \$73.92 | \$75.15 | \$76.40 | \$78.97 | \$78.97 | \$78.97 | \$81.87 | \$84.62 |
| 1620 | 14 | Clinical Pharmacist, NC | \$69.86 | \$71.07 | \$72.34 | \$73.59 | \$74.87 | \$77.49 | \$77.49 | \$77.49 | \$80.45 | \$83.25 |
| 1624 | 17 | Clinical Pharmacist, NC, Lead | \$72.86 | \$74.07 | \$75.34 | \$76.59 | \$77.87 | \$80.49 | \$80.49 | \$80.49 | \$83.45 | \$86.25 |
| 1619 | 15 | Clinical Pharmacist | \$71.57 | \$72.82 | \$74.11 | \$75.40 | \$76.70 | \$79.39 | \$79.39 | \$79.39 | \$82.42 | \$85.29 |
| 1623 | 16 | Clinical Pharmacist, Lead | \$74.57 | \$75.82 | \$77.11 | \$78.40 | \$79.70 | \$82.39 | \$82.39 | \$82.39 | \$85.42 | \$88.29 |
| 1613 | 2 | Pharmacy Specialist | \$71.90 | \$73.19 | \$74.47 | \$75.75 | \$77.08 | \$79.77 | \$79.77 | \$79.77 | \$82.81 | \$85.72 |
| 1633 | 10 | Pharmacist In Charge | \$71.91 | \$73.16 | \$74.47 | \$75.76 | \$77.07 | \$79.77 | \$79.77 | \$79.77 | \$82.81 | \$85.70 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 |
|------|-------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1607 | 6 | Pharmacy Technician | \$21.32 | \$21.87 | \$22.42 | \$23.09 | \$23.75 | \$24.47 | \$25.23 | \$25.99 | \$26.75 | \$27.58 | \$28.43 | \$29.28 | \$29.28 | \$29.28 | \$30.15 | \$30.15 | \$31.05 | \$31.05 | \$31.99 |
| 1615 | 12 | Pharmacy Technician Relief Pool* | \$24.32 | \$24.87 | \$25.42 | \$26.09 | \$26.75 | \$27.47 | \$28.23 | \$28.99 | \$29.75 | \$30.58 | \$31.43 | \$32.28 | \$32.28 | \$32.28 | \$33.15 | \$33.15 | \$34.05 | \$34.05 | \$34.99 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|-------|---------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1603 | 7 | Pharmacy Assistant | \$18.95 | \$19.21 | \$19.46 | \$19.75 | \$19.99 | \$20.23 | \$20.52 | \$20.81 |
| 1621 | 18 | Pharmacy Assistant-Relief Pool* | \$21.95 | \$22.21 | \$22.46 | \$22.75 | \$22.99 | \$23.23 | \$23.52 | \$23.81 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|------|-------|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1616 | 8 | Warehouse Worker/Pharmacy | \$20.92 | \$21.57 | \$22.10 | \$22.65 | \$23.21 | \$23.79 | \$24.42 | \$25.01 | \$25.64 | \$26.28 | \$26.97 |

| Job | Grade | Job Title | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|-------|-----------------|---------|---------|---------|---------|-------------------|
| 1605 | 9 | Pharmacy Intern | \$19.27 | \$20.43 | \$21.68 | \$22.99 | \$37.50 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy Wage Schedule
Effective September , 2024**

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|-------|------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1609 | 1 | Pharmacist I | \$69.86 | \$71.07 | \$72.34 | \$73.59 | \$74.87 | \$76.18 | \$77.49 | \$78.84 | \$80.15 | \$81.51 |
| 1610 | 11 | Pharmacist Relief Pool* | \$72.86 | \$74.07 | \$75.34 | \$76.59 | \$77.87 | \$79.17 | \$80.49 | \$81.84 | \$83.15 | \$84.51 |
| 1620 | 14 | Clinical Pharmacist, NC | \$71.26 | \$72.49 | \$73.79 | \$75.06 | \$76.37 | \$77.69 | \$79.04 | \$80.40 | \$81.76 | \$83.12 |
| 1619 | 17 | Clinical Pharmacist, NC Lead | \$74.26 | \$75.49 | \$76.79 | \$78.06 | \$79.37 | \$80.69 | \$82.04 | \$83.40 | \$84.76 | \$86.12 |
| 1618 | 15 | Clinical Pharmacist | \$73.00 | \$74.27 | \$75.60 | \$76.90 | \$78.24 | \$79.60 | \$80.98 | \$82.37 | \$83.77 | \$85.17 |
| 1623 | 16 | Clinical Pharmacist, Lead | \$76.00 | \$77.27 | \$78.60 | \$79.90 | \$81.24 | \$82.60 | \$83.98 | \$85.37 | \$86.77 | \$88.17 |
| 1613 | 2 | Pharmacy Specialist | \$73.34 | \$74.65 | \$75.96 | \$77.27 | \$78.62 | \$79.97 | \$81.37 | \$82.77 | \$84.17 | \$85.57 |
| 1633 | 10 | Pharmacist in Charge | \$73.35 | \$74.62 | \$75.96 | \$77.27 | \$78.61 | \$79.96 | \$81.36 | \$82.76 | \$84.16 | \$85.56 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 |
|------|-------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1607 | 6 | Pharmacy Technician | \$21.75 | \$22.31 | \$22.87 | \$23.55 | \$24.23 | \$24.96 | \$25.73 | \$26.51 | \$27.29 | \$28.13 | \$29.00 | \$29.87 | \$30.75 | \$31.67 | \$32.63 | | | | |
| 1615 | 12 | Pharmacy Technician Relief Pool* | \$24.75 | \$25.31 | \$25.87 | \$26.55 | \$27.23 | \$27.96 | \$28.73 | \$29.51 | \$30.29 | \$31.13 | \$32.00 | \$32.87 | \$33.75 | \$34.67 | \$35.63 | | | | |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|-------|---------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1603 | 7 | Pharmacy Assistant | \$19.33 | \$19.59 | \$19.85 | \$20.15 | \$20.39 | \$20.63 | \$20.93 | \$21.23 |
| 1621 | 18 | Pharmacy Assistant-Relief Pool* | \$22.33 | \$22.59 | \$22.85 | \$23.15 | \$23.39 | \$23.63 | \$23.93 | \$24.23 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Grade | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|------|-------|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1616 | 8 | Warehouse Worker/Pharmacy | \$21.34 | \$22.00 | \$22.54 | \$23.10 | \$23.67 | \$24.27 | \$24.91 | \$25.51 | \$26.15 | \$26.81 | \$27.51 |

| Job | Grade | Job Title | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|-------|-----------------|---------|---------|---------|---------|-------------------|
| 1605 | 9 | Pharmacy Intern | \$19.27 | \$20.43 | \$21.68 | \$22.99 | \$37.50 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy TPT Wage Schedule
Effective September 26, 2021**

| Job | Job Title | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|-------------------------------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1628 | Pharmacist I (TPT) | 51 | \$74.97 | \$76.27 | \$77.63 | \$78.98 | \$80.34 | \$81.66 | \$83.01 | \$84.36 | \$85.71 | \$87.06 |
| 1629 | Pharmacist-Relief Pool (TPT)* | 55 | \$77.97 | \$79.27 | \$80.63 | \$81.98 | \$83.34 | \$84.69 | \$86.04 | \$87.39 | \$88.74 | \$90.09 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | |
|------|----------------------------------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1627 | Pharm Technician (TPT) | 53 | \$23.33 | \$23.94 | \$24.54 | \$25.28 | \$25.99 | \$26.78 | \$27.62 | \$28.45 | \$29.29 | \$30.19 | \$31.12 | \$31.12 | \$32.05 | \$32.05 | \$33.01 | \$33.01 | \$33.98 | \$33.98 | \$34.98 | \$35.02 |
| 1630 | Pharmacy Tech-Relief Pool (TPT)* | 57 | \$26.33 | \$26.94 | \$27.54 | \$28.28 | \$28.99 | \$29.78 | \$30.62 | \$31.45 | \$32.29 | \$33.19 | \$34.12 | \$34.12 | \$35.05 | \$35.05 | \$36.01 | \$36.01 | \$36.98 | \$36.98 | \$37.98 | \$38.02 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Job Title | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|-----------------------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1625 | Pharm Assistant (TPT) | 54 | \$20.75 | \$21.02 | \$21.30 | \$21.62 | \$21.88 | \$22.14 | \$22.46 | \$22.78 |

| Job | Job Title | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-----|---------------------------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | Warehouse Worker/Pharmacy | 55 | \$22.90 | \$23.61 | \$24.20 | \$24.79 | \$25.40 | \$26.04 | \$26.73 | \$27.38 | \$28.07 | \$28.76 | \$29.52 |

| Job | Job Title | Lawson Internal Sys Code (Grade) | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|--------------------|----------------------------------|---------|---------|---------|---------|-------------------|
| 1626 | Pharm Intern (TPT) | 55 | \$22.16 | \$23.49 | \$24.93 | \$26.44 | \$43.13 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy TPT Wage Schedule
Effective September 25, 2022**

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1628 | 51 | \$77.22 | \$78.56 | \$79.96 | \$81.35 | \$82.75 | \$84.15 | \$85.65 | \$87.15 | \$88.72 | \$90.32 |
| 1629 | 55 | \$80.22 | \$81.66 | \$83.16 | \$84.75 | \$86.45 | \$88.25 | \$90.15 | \$92.15 | \$94.25 | \$96.45 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | |
|------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1627 | 53 | \$24.04 | \$24.66 | \$25.28 | \$26.04 | \$26.77 | \$27.59 | \$28.45 | \$29.30 | \$30.16 | \$31.10 | \$32.05 | \$33.02 | \$34.02 | \$35.02 | \$36.02 | \$37.02 | \$38.02 | \$39.02 | \$40.02 | \$41.02 |
| 1630 | 57 | \$27.04 | \$27.66 | \$28.28 | \$29.04 | \$29.77 | \$30.59 | \$31.45 | \$32.30 | \$33.16 | \$34.10 | \$35.05 | \$36.02 | \$37.02 | \$38.02 | \$39.02 | \$40.02 | \$41.02 | \$42.02 | \$43.02 | \$44.02 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1625 | 54 | \$21.37 | \$21.65 | \$21.94 | \$22.26 | \$22.54 | \$22.80 | \$23.14 | \$23.46 |

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|---------------------------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Warehouse Worker/Pharmacy | 55 | \$23.59 | \$24.32 | \$24.92 | \$25.54 | \$26.16 | \$26.82 | \$27.53 | \$28.20 | \$28.91 | \$29.62 | \$30.41 |

| Job | Lawson Internal Sys Code (Grade) | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|----------------------------------|---------|---------|---------|---------|-------------------|
| 1626 | 59 | \$22.16 | \$23.49 | \$24.93 | \$26.44 | \$43.13 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy TPT Wage Schedule
Effective September , 2023**

| Job | Lawson Internal Sys Code (Grade) | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|----------------------------------|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1628 | 51 | Pharmacist I (TPT) | \$78.76 | \$80.13 | \$81.56 | \$82.97 | \$84.41 | \$84.41 | \$87.37 | \$87.37 | \$90.70 | \$93.86 |
| 1629 | 55 | Pharmacist-Relief Pool (TPT)* | \$61.76 | \$63.13 | \$64.56 | \$65.97 | \$67.41 | \$67.41 | \$90.37 | \$90.37 | \$93.70 | \$96.86 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Lawson Internal Sys Code (Grade) | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | |
|------|----------------------------------|---------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1627 | 53 | Pharm Technician (TPT) | \$24.52 | \$25.15 | \$25.78 | \$26.55 | \$27.31 | \$28.14 | \$29.01 | \$29.89 | \$30.76 | \$31.72 | \$32.69 | \$33.67 | \$33.67 | \$33.67 | \$34.67 | \$34.67 | \$34.67 | \$35.71 | \$35.71 | \$36.79 |
| 1630 | 57 | Pharmacy Tech-Relief Pool(TPT)* | \$27.52 | \$28.15 | \$28.78 | \$29.55 | \$30.31 | \$31.14 | \$32.01 | \$32.89 | \$33.76 | \$34.72 | \$35.69 | \$36.67 | \$36.67 | \$36.67 | \$37.67 | \$37.67 | \$37.67 | \$38.71 | \$38.71 | \$39.79 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Lawson Internal Sys Code (Grade) | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|----------------------------------|-----------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1625 | 54 | Pharm Assistant (TPT) | \$21.79 | \$22.09 | \$22.38 | \$22.71 | \$22.99 | \$23.26 | \$23.60 | \$23.93 |

| Job | Lawson Internal Sys Code (Grade) | Job Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|-----|----------------------------------|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 55 | Warehouse Worker/Pharmacy | \$24.06 | \$24.81 | \$25.42 | \$26.05 | \$26.69 | \$27.36 | \$28.08 | \$28.76 | \$29.49 | \$30.22 | \$31.02 |

| Job | Lawson Internal Sys Code (Grade) | Job Title | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|----------------------------------|--------------------|---------|---------|---------|---------|-------------------|
| 1626 | 59 | Pharm Intern (TPT) | \$22.16 | \$23.49 | \$24.93 | \$26.44 | \$43.13 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.



**UFCW Pharmacy TPT Wage Schedule
Effective September , 2024**

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1628 | 51 | \$80.34 | \$81.73 | \$83.19 | \$84.63 | \$86.10 | \$86.10 | \$89.11 | \$89.11 | \$92.52 | \$95.74 |
| 1629 | 56 | \$63.34 | \$64.73 | \$66.19 | \$67.63 | \$69.10 | \$69.10 | \$92.11 | \$92.11 | \$95.52 | \$98.74 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | |
|------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1627 | 53 | \$25.01 | \$25.66 | \$26.30 | \$27.06 | \$27.86 | \$28.70 | \$29.59 | \$30.49 | \$31.38 | \$32.35 | \$33.35 | \$34.35 | \$35.36 | \$36.36 | \$37.35 | \$38.36 | \$39.42 | \$40.52 | \$41.62 | \$42.72 |
| 1630 | 57 | \$28.01 | \$28.66 | \$29.30 | \$30.08 | \$30.86 | \$31.70 | \$32.59 | \$33.49 | \$34.38 | \$35.35 | \$36.35 | \$37.35 | \$38.36 | \$39.42 | \$40.52 | \$41.62 | \$42.72 | \$43.82 | \$44.92 | \$46.02 |

*This pay rate includes \$3 for Relief Pool Premium

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1625 | 54 | \$22.23 | \$22.53 | \$22.83 | \$23.17 | \$23.45 | \$23.72 | \$24.07 | \$24.41 |

| Job | Lawson Internal Sys Code (Grade) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 |
|---------------------------|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Warehouse Worker/Pharmacy | 55 | \$24.54 | \$25.30 | \$25.92 | \$26.57 | \$27.22 | \$27.91 | \$28.65 | \$29.34 | \$30.07 | \$30.83 | \$31.64 |

| Job | Lawson Internal Sys Code (Grade) | 1st yr | 2nd yr | 3rd yr | 4th yr | Graduate Intern** |
|------|----------------------------------|---------|---------|---------|---------|-------------------|
| 1626 | 59 | \$22.16 | \$23.49 | \$24.93 | \$26.44 | \$43.13 |

** This pay rate shall be effective the first full pay period following graduation from an accredited college of pharmacy.

**ADDENDUM “B” TO THE AGREEMENT
By and Between
UFCW LOCAL 3000 - PHARMACY UNIT
And
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON**

**Pharmacy Department Relief Pool
Mileage and Travel Agreement
Regular Staff**

Geographic Pods (effective August 9, 2021)

| Pod | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------|--------------|-------------------|---------------------|------------------|------------------|------------------|------------------|
| Home Base | Lynnwood | Central Specialty | Factoria | Tacoma South | Port Orchard | Infusion | Infusion |
| Locations | Smokey Point | Northgate | Redmond | Kent | Poulsbo | Central Hospital | Tacoma Specialty |
| | Everett | Ballard | Bellevue | Federal Way | Silverdale | Bellevue | Olympia |
| | Lynnwood | Central Specialty | Factoria | Tacoma Specialty | Port Orchard | Everett* | Silverdale* |
| | Northshore | Rainier | Renton | Steele Street | Tacoma Specialty | | |
| | Redmond | Burien | Renton Admin Campus | Puyallup | Gig Harbor | | |
| | | South Lake Union | Kent | Olympia | | | |
| | | | | West Olympia | | | |

* Paid a minimum of 30-minute commute time to this location.

Bellingham is considered outside of any pod.

The clinics assigned to the each of the pods will be reviewed twice per year and adjusted as needed to ensure efficient and effective service. If management determines additional pods are necessary in the future, all the pods will be reviewed. Pod adjustments, deletions, and additions will be reviewed by the Labor Management Committee. A Relief Pool Member will be invited as a subject matter expert if a member isn't on the Committee already. This work does not replace the Union's right to Bargain the impacts of Pod changes.

GSE Facility * Help Desk and AMS aren't included in this Pod but might be supported by staff that are in other Pods.

Pay

The Relief Pool \$3.00 hourly premium is paid thru a different Job Code (1610 Pharmacist, 1615 Pharmacy Technician, and 1621 Pharmacy Assistant). Staff must be in this job code to receive the premium.

Work Unit

The Relief Pool will be considered a separate work unit for the purposes of scheduling of time off, determining work schedules, overtime, holiday scheduling, and Article 8 (Seniority-Lay-offs-Recall)

FTE Status

Regular staff members will be hired to an FTE and utilized at the level reflected in the staff member's FTE on a bi-weekly basis. KFHPWA cannot guarantee any number of hours of work or a regular work schedule for Relief Pool

staff; however, every effort will be made to schedule to the full FTE. Eligibility for medical benefits is based on the hired FTE. All other benefit accruals, such as seniority, PTO, EIB and others will be as defined in the relevant contract section for that benefit.

Scheduling

Relief pool staff provide regular coverage at any facility in the pod to which they were hired and may, with mutual agreement, be assigned to work outside their pod. Staff may decline work outside of their pod with the understanding that this may result in loss of hours. Relief pool schedules will consist of prescheduled shifts for planned time off and days set aside to cover unplanned time off and administrative needs. Staff assigned to cover the unscheduled days will be assigned a clinic within their pod if there are no same day needs. Staff will work the schedule of the staff member being replaced. If the Relief Pool members schedule is changed with less than twenty-four (24) hours' notice, the employee will be called at the time of the change with as much advance notice as possible.

Refer to Article 9.05 Schedules, for additional information on schedules.

Lay off or Hours Reduction

Per Article 8

Definitions

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

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

Commute Time/Travel Time and Mileage within the pod

- Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day or period, and reimbursed on all miles in excess of 20 miles one way. Mileage related to travel time within the workday will be calculated from the trip origin clinic/facility to the trip destination clinic/facility and all miles will be reimbursed. Mileage will be calculated from the last assigned clinic/facility to the home base, and reimbursed on all miles in excess of 20 miles one way. Mileage reimbursement allowance will be paid in accordance with IRS guidelines consistent with KFHPWA policy. In all cases, KFHPWA's "mileage calculator" will be used to determine mileage.
- Travel Time within the workday will be paid and will count towards hours worked for overtime calculation.
- Commute Time will not be paid within the pod.

Commute Time/Travel Time and Mileage outside the pod

- Mileage will be calculated from the home base medical clinic/facility to the first assigned clinic/facility for that day, and reimbursed on all miles in excess of twenty (20) miles one way. Mileage related to travel time within the workday 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 KFHPWA guidelines on travel and mileage. In all cases, KFHPWA's "mileage calculator" will be used to determine mileage.
- Travel Time within the workday will be paid and will count towards hours worked for overtime calculation.
- A minimum of thirty (30) minutes of commute time will be paid when commuting to a Medical Clinic/facility outside the assigned Pod. Commute Time will not be considered hours worked for overtime calculation. Google Maps will be used to determine commute time in excess of thirty (30) minutes.

Relief Pool employees will be eligible for the full cost of an AAA "Plus" Membership for the employee only and prorated for FTE. Reimbursement shall be offered twice a year in January and June. This is subject to administrative procedures or requirements as established by the Employer.

ADDENDUM “C” TO THE AGREEMENT
By and Between
UFCW LOCAL 3000 - PHARMACY UNIT
and
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

LETTER OF UNDERSTANDING:

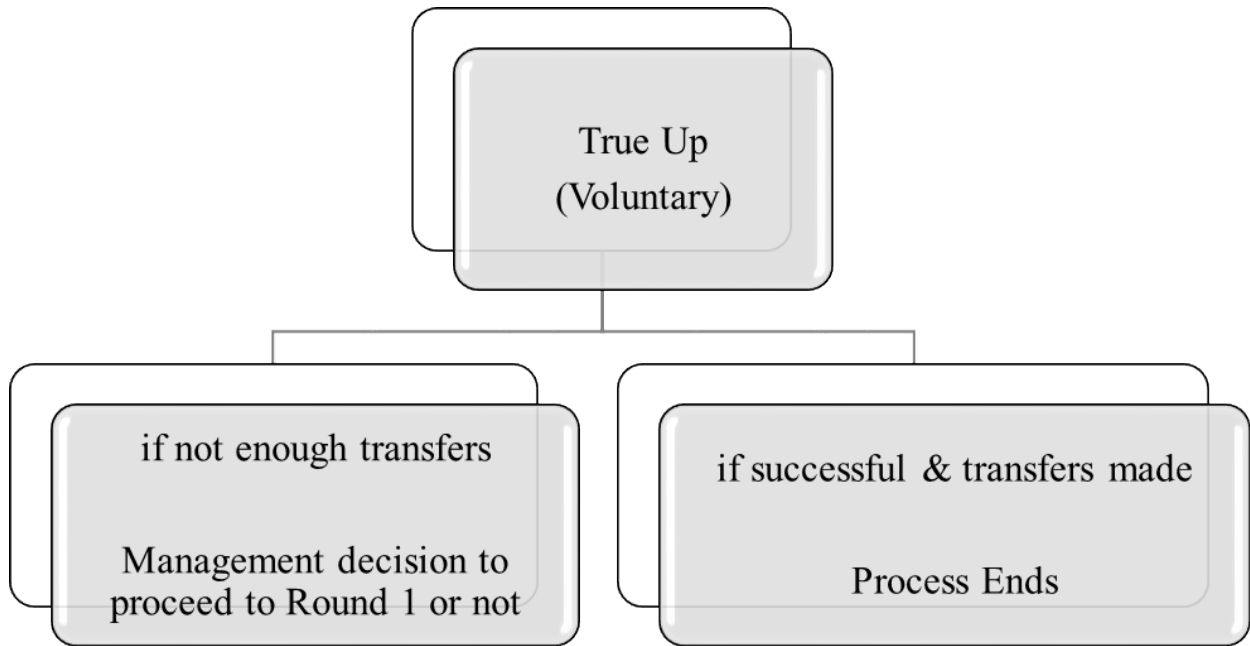
PTO AND HOLIDAY SCHEDULING

1. PTO scheduling will continue to be done monthly, but the posting period will be six (6) months in advance.
2. Employees must submit PTO requests to their manager by the last calendar day of the month.
3. Each location will be responsible to create and follow a seniority selection process within the month bidding period and the six (6)-month posting period. This will ensure less senior employees are afforded the best opportunity to make reasonable PTO requests during each cycle. This system will be clinic specific and mutually agreeable between staff and management.
4. Requests will be granted by seniority for requests made during the submission period.
5. Time off will be defined as the first day of vacation/time off until the day prior to return. The employee is responsible for defining the time off; i.e., time off can start and end on any day of the week.
6. No more than two (2) requests of less than three (3) days, and or two (2) full weeks, during each month's bidding period. Requests exceeding this number will be considered after all other qualifying requests have been met. If a full week request is for the last week of the month, the request can include up to the end of the work week in the next month.
7. Staff will be notified of granted/denied time after approximately fourteen (14) calendar days following the last day of submission.
8. Staff will have seven (7) calendar days to resubmit for any denied days/timeframe. These requests will be kept active for possible future coverage.
9. Staff can cancel/give back vacation up to fourteen (14) calendar days prior to the start of each specific vacation timeframe granted. The "give back" time period available to others will be defined as the time the shift was going to be covered by the float pool or another form of coverage. Give-backs will go to:
 - a. The next person on the active vacation list at the clinic or location.
 - b. Next will go back to float pool to be allocated to the next clinic/location in the rotational order.

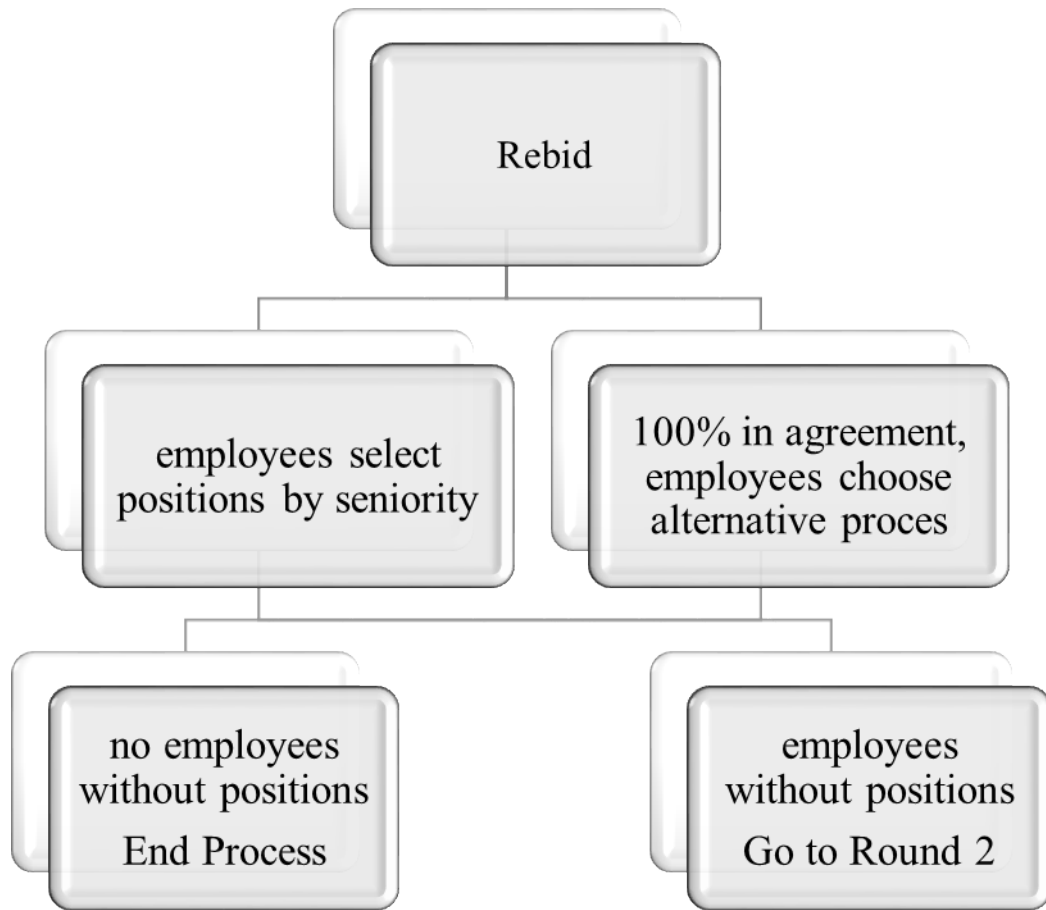
10. Day before or day after holiday rotation will be rotated among staff at each location. “Workday” is defined as a day the department would normally have been scheduled to be open. In the case this is not a normally scheduled day for an employee this day will be recognized as the last regularly scheduled workday. Where vacation requests conflict with this rotation the day before and after rolling rotation will take precedence. This rotational list of day before and after holidays is an independent list for each holiday (for instance each holiday will have two (2) separate rotational lists for the day before and after). New hires to each location will be placed at the bottom of the list as it stands when they are hired. An employee may defer their selection and continue to maintain their position within the rotational list.
11. Holiday rotation: We recognize that working holidays may be preferable to some and not others, and there is variability among staff regarding the desirability to work specific holidays. In order to provide the most flexibility and choice, while at the same time meeting the business needs of the pharmacies that are open on official holidays we have proposed guidelines around this selection process.
- Holidays will be selected for a twelve (12) month period from Jan-Dec, with bidding to take place the previous July.
 - Holiday selection will occur based on seniority at each location required to work holidays.
 - Selection of one (1) or more holiday shifts may be made, with the option to defer selection during the first round of bidding. (Each employee on the list may select as many holidays as desired, but if one (1) or less is selected there is a risk for mandatory assignment if all holidays are not filled at the end of the next two (2) rounds).
 - Before open holidays are offered to float pool, retirees, and staff at other locations, staff at the location required to work the holidays will have a second chance to select remaining unfilled holidays.
 - After these two (2) location specific rounds the remaining holidays will be opened up to all others listed above. In the case any holidays still remain unfilled clinic staff with holiday hours will be assigned in reverse seniority order based on fewest number of holidays selected.
 - A rotational list will be maintained at each holiday clinic to ensure equitable distribution of assigned holidays.
 - Employees may also trade or give away holidays where mutually agreeable, after all holidays have been selected or assigned.
 - Where a holiday shift becomes available due to attrition the newest employee may be required to cover this shift. The expectation would be that the manager would make this globally available to clinic staff, float pool and other AMC staff.
12. Staff may only request PTO in the amount they will have accrued. If they do not have enough time accrued to cover their request, PTO previously granted will be canceled.
13. The relief Pool administration will solicit names for and maintain a list of part-time and temporary staff willing to provide coverage and the locations where they will work.

ADDENDUM "D" TO THE AGREEMENT
ARTICLE 8

True Up

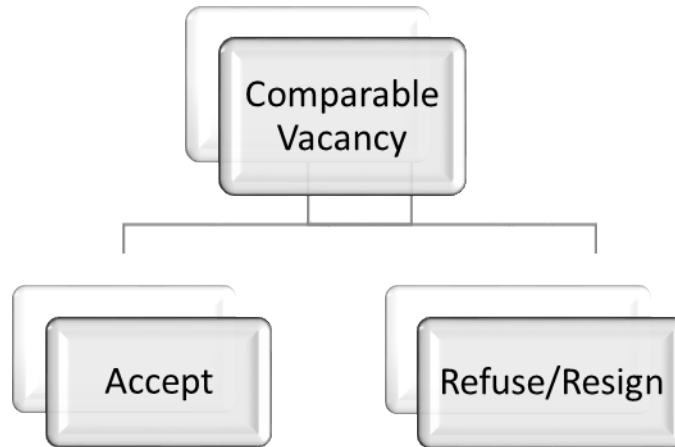


Round 1 – Layoff: Rebid

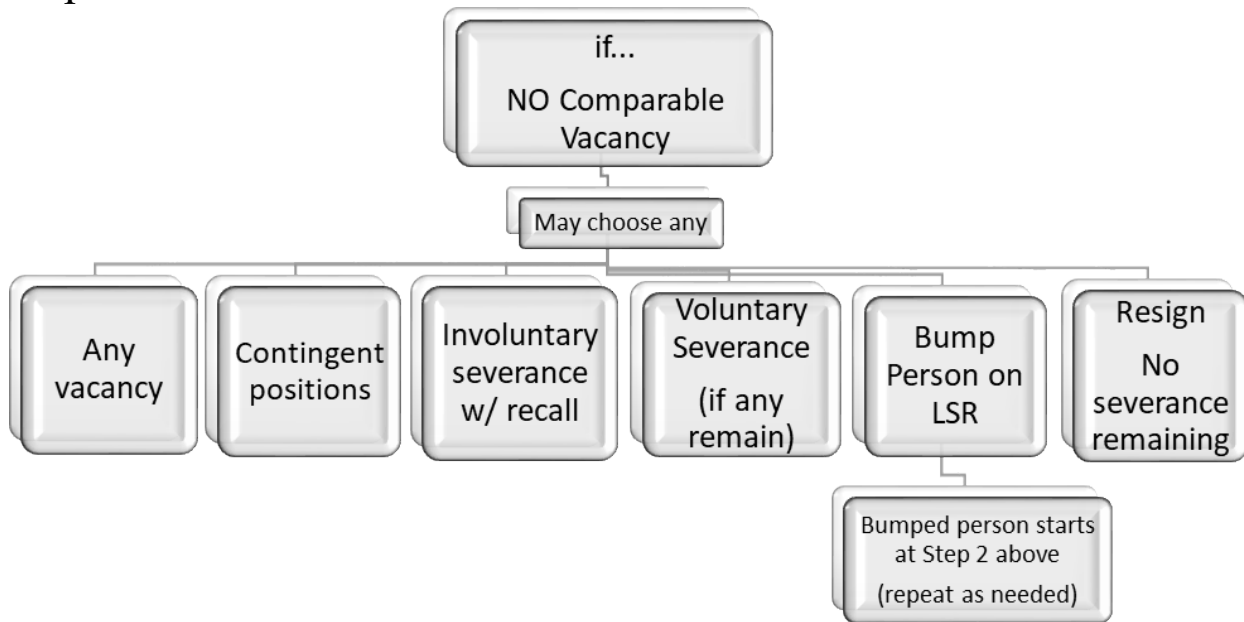


Round 2 Layoff Process

Step 1



Step 2



ADDENDUM “E” TO THE AGREEMENT

RE: Wellness Works

Medical Benefit

The parties to this Memorandum of Understanding (“MOU”) agree that Kaiser Foundation Health Plan of Washington (“KFHPWA”) will provide medical benefits to UFCW Local 3000 eligible union-represented staff in accord with the health plan design developed and agreed to by the parties, which resulted in a comprehensive program to encourage overall employee wellness (“Wellness Works”). The health plan design for Wellness Works will be maintained 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 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 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 their employer does not offer medical coverage
4. The employee’s spouse or DP is not eligible to receive medical coverage from their 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

The appeal process is contained within the Summary Plan Document posted on the employers intranet.

Dental Plan

Dental plans and employee cost share percentages currently in place will continue through 2025.

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.

Benefit Summary

KFHPWA Self Funded Health Benefit Plan for WA Enrollees

Group Number: 1206900/4206900

Effective Date: 1/1/2014, Amended 10/01/2021

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

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

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

| | |
|--|---|
| Routine Vision Care (1 visit every 12 months) | \$20, deductible waived |
| Optical hardware Lenses, including contact lenses and frames | Members under 19: 1 pair of frames and lenses per year, or contact lenses covered at 50% coinsurance Members age 19 and over: Plan pays \$150 per 12 months Not subject to deductible |

Wellness credits and premium costs

Wellness Plan –The Wellness Works wellness plan focuses on the total well-being of employees in 6 areas. Employees can earn points completing activities that contribute to their well-being in each of the key areas. The Wellness Plan will provide medical premium discounts by earning points tied to each activity within the platform – there are no required activities, each employee can chart their own path to 1200 points. The 6 key areas of the plan are:

- Mental Health,
- Career Wellness
- Financial Wellness
- Healthy Relationships
- Physical Health
- Community involvement.

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).

Required Activities - there are no required activities, each employee can chart their own path to 1200 points from the activities listed below:

| 2021-2022 Employee Well-being Platform Points | | |
|---|---------------|------------------|
| Activity | Points | Frequency |
| Complete a health assessment | 200 | Once |
| Complete a health screening | 400 | Once |
| Blood pressure is less than 140/90 per the screening | 100 | Once |
| BMI below 30 per health screening or 5% reduction from last year/ per the screening | 100 | Once |
| Glucose Screening on health screening | 200 | Once |
| Complete nicotine-free agreement | 200 | Once |
| Quit for Life completion (4 session minimum) | 200 | Once |
| Complete a career well-being course | 200 | Once |
| Complete a Journey | 200 | 1x per quarter |
| Track 7,000 steps 20 days in a month | 200 | Monthly |
| Track Sleep on 20 days in a month | 200 | Monthly |
| Track Calories on 20 days in a month | 200 | Monthly |
| Volunteer Credit (15 hours) | 200 | Once |

| | | |
|---|-----|----------------|
| Enrollment in WW (Weight Watchers) | 200 | Once |
| Participate in a Wellness Works Challenge | 200 | When available |
| Create a Personal Challenge | 200 | Once |
| Start the Individual Development Plan Process | 200 | Once |
| Add 5 friends | 50 | Once |

Standard monthly premium (employee cost share) WITHOUT discount (FT EE)

| | 2022 |
|----------------------------------|----------|
| Employee only | \$130/mo |
| Employee + spouse/partner | \$155/mo |
| Employee + children | \$155/mo |
| Family | \$185/mo |

Discounted monthly premium (employee cost share) after applying *MAXIMUM* cardio credits (FT EE)

| | 2022 |
|----------------------------------|---------|
| Employee only | \$30/mo |
| Employee + spouse/partner | \$55/mo |
| Employee + child | \$55/mo |
| Family | \$85/mo |

ADDENDUM "F" TO THE AGREEMENT
Letter of Understanding
By and Between
UFCW LOCAL 3000 - PHARMACY UNIT
and
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

Joint Labor Management Subcommittee – Relationship Building

The following is intended by the parties to supplement the Employment Agreement between Group Health Cooperative and UFCW Local 21.

The Employer and the Union commit to create a Joint Labor Management sub-committee to discuss strategies of relationship building between management and staff in order to address issues of perceived mistreatment between staff and between management and staff. A desired outcome of this sub-committee is to establish behavioral guidelines regulating staff and management relationships and to create a procedure of dealing with complaints of mistreatment by other staff members or by managers. This procedure will include an escalation process.


The subcommittee shall consist of up to three (3) bargaining unit members appointed by the Union, up to three (3) members of management, and a Union representative. All employee attendance, including subject matter experts, at joint subcommittee meetings will not result in loss of wages.

This committee shall convene within ninety (90) days of ratification. If after one hundred eighty (180) days no behavioral guidelines have been established, the committee may utilize the resources of the Federal Mediation and Conciliation Service (FMCS) or a like agency.

Signed and agreed to this 3rd day of November, 2016.

For Group Health Cooperative

For UFCW Local 21



Jenny Wetzel
Vice-President, Employee and Labor Relations



Denise Baeza
Chief Negotiator

ADDENDUM “G” TO THE AGREEMENT
Letter of Understanding
By and Between
UFCW LOCAL 3000 - PHARMACY UNIT
and
BETWEEN KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

Joint Labor Management Subcommittee – Workflow/Worksite Changes

The following is intended by the parties to supplement the Employment Agreement between Group Health Cooperative and UFCW Local 21.

The Employer and the Union commit to create a Joint Labor Management sub-committee as needed to explore implications of future workflow/worksite changes, including but not limited to decentralizations, centralizations, work leveling and remote work. This committee will consist of up to three (3) bargaining unit members appointed by the Union, up to three (3) members of management, and one (1) Union representative. All employee attendance, including subject matter experts, at joint subcommittee meetings will not result in loss of wages.

Signed and agreed to this 3rd day of November, 2016.

For Group Health Cooperative

For UFCW Local 21



Jenny Wetzel
Vice-President, Employee and Labor Relations



Denise Baeza
Chief Negotiator

ADDENDUM "H" TO THE AGREEMENT

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

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

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

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

The following examples illustrate how to calculate reimbursable mileage:

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

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

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

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

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

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

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

For the Employer:

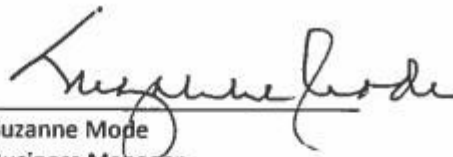


Joe Killinger
Sr. Manager, Employee & Labor Relations
KFHPW

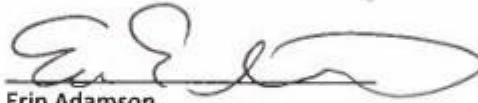
For the Union:



Phoebe Rounds
Lead Organizer
SEIU Healthcare 1199 NW



Suzanne Mode
Business Manager
OPEIU Local 8



Erin Adamson
HealthCare Membership Director
UFCW 21

**ADDENDUM “I” TO THE AGREEMENT
Letter of Understanding
By and Between
UFCW LOCAL 3000 - PHARMACY UNIT
And**

BETWEEN KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

**Memorandum of Understanding Regarding PTO/Vacation Cancellations and Coverage for
UFCW represented employees working in PCC.**

The purpose of the MOU is to memorialize certain additional understandings reached between KFHPWA and UFCW Local 21. The parties agree to the current practice for scheduling and cancellation of PTO/vacation time for employees in PCC and Fulfillment Center. Nothing in this MOU shall be construed as a waiver of any rights under the collective bargaining agreement.

In accordance with Addendum “C” of the CBA, employees who are denied time off during the bidding period can resubmit requests for a period of 7 days after denial.

Any employee who wants to cancel/give back approved requested time off shall be allowed to do so providing appropriate notice is given to the Employer. Employees are encouraged to give as much advance notice as possible when giving back PTO, but no less than fourteen (14) days advance notice. All requests for cancellation must be made in writing.

The Employer agrees that any PTO give backs shall be granted to the senior employee who resubmitted for the same time off, providing the time off falls outside of the currently posted work schedule. Nothing shall preclude the Employer from granting additional PTO requests that fall outside of the above stated guidelines and in accordance with the CBA.

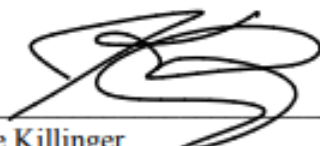
Example:

An employee was approved during the posting period to take PTO on August 2nd.

No coverage has been scheduled.

The employee cancels the PTO in May.

The employee who resubmitted for the same day off would be approved given the advance notice and likelihood that coverage can be found prior to the actual day off.



Joe Killinger Date
KFHPWA



Erin E. Adamson, Negotiator Date
UFCW 21

Signed June 1, 2018

ADDENDUM “J” TO THE AGREEMENT
EASTERN WASHINGTON PHARMACY TECHNICIANS
ACCRETION
INTO THE AGREEMENT
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 3000, PHARMACY UNIT
AND
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

Except as specified below, the entirety of the agreement between United Food & Commercial Workers Union, Local 21, Pharmacy Unit, (“UFCW” or “Union”) and Kaiser Foundation Health Plan of Washington (“employer” or “KFHPWA”) applies to the Eastern Washington Pharmacy Technicians upon the date of ratification.

UFCW and KFHPWA agree to the following:

Wage Schedule Implementation: Current EWA Pharmacy Techs will receive a two percent (2%) increase to their current wage (“adjusted wage”) and then be placed on the wage scale closest to their adjusted wage without any decrease in pay effective the first day of the pay period following ninety (90) days from the date of ratification. This new rate of pay will be effective the first day of the pay period following ratification. KFHPWA agrees to provide a one-time retro payment, based on the new rate of pay. Retroactive Payments will occur after four (4) pay periods following the wage schedule implementation. If dates related to the implementation of the wage schedule change, KFHPWA will immediately notify UFCW and meet to discuss the circumstances.

Step Date: EWA Pharmacy Techs most recent date of regular hire will be used as the date (step date) employees advance a step on the wage schedule, effective after the date of the Wage Structure Implementation.

Experience Audit: Effective January 1, 2024 an experience audit will be conducted by KFHPWA on EWA Pharmacy Techs employed by KFHPWA on January 1, 2024 in which an EWA Pharmacy Tech can receive a maximum two (2) step increase. Any changes to pay as a result of the experience audit will take effect the first day of the pay period following February 1, 2024. KFHPWA reserves the right to determine what constitutes continuous recent experience based on the job duties and qualifications as outlined in the job description and in accordance with 10.01.1 Experience/Hire in Rates. Within one (1) month of the start of the audit, KFHPWA will meet with each employee to discuss the outcomes.

If new hires are employed before the experience audit and skip over existing employees with similar continuous recent experience, the Employer and Union may agree to meet in subcommittee to consider how to address internal equity prior to and after the audit.

Seniority

Seniority shall mean an employee’s continuous length of service within a classification 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.

- A. All Pharmacy Techs on the payroll prior to December 8, 2021, shall have seniority based on total continuous service at Group Health/Kaiser Permanente regardless of classification.
- B. Seniority lists will be updated on the Pharmacy website and sent to the Union once a quarter. These lists will also be provided to staff before each step of the Layoff Process (True-Up, Rebid, and Layoff) and following completion of the entire layoff process. This list will contain staff names, classifications, locations, and seniority dates.
- C. Seniority Correction- Seniority may be challenged by staff by contacting their manager and/or Union Representative for clarification at least two (2) days prior to use.
- D. All pharmacies in and around the Spokane area will be a singular, similar geographic location for purposes of any application of seniority pursuant to this agreement.

Meal and Rest Periods

Employees shall receive an unpaid meal period of not less than one-half (1/2) hour nor more than one (1) hour. The meal period shall occur as near the middle of the shift as is practical taking into consideration the clinic's needs. 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 four (4) hour period of work, taking into consideration the primary concerns of adequate department coverage and clinic needs. Employees may choose to take scheduled 15-minute breaks or intermittent breaks.

If an employee cannot take a break pursuant to WAC 296-126-092, the employee will be paid for missed breaks at the appropriate rate of pay. Employees shall contact their supervisor or Pharmacist in Charge ("PIC") prior to the meal or rest period if the employee believes the clinic needs will not permit the meal or rest period to be taken.

Weekend and Holiday Standby Shifts

Weekend standby shifts shall be scheduled and rotated equitably among employees to the best of management's ability unless other arrangements are made by mutual consent. Employees can exchange standby shifts with each other as long as they notify management.

Management shall maintain a Volunteer Standby list. Employees may add their name to the Volunteer Standby list if they are interested in picking up additional standby shifts when available. Employees will be offered additional volunteer standby shifts in a rotational basis by seniority.

Should a pharmacy be open on a holiday, standby shifts shall be offered first to volunteers and granted by seniority on a rotational basis. If there are no volunteers, the least senior employee will be assigned on a rotational basis.

It is the responsibility of the employee to work the scheduled standby shift they are assigned. If an employee is unable to work their standby shift because they are sick or other unforeseen circumstance, they shall notify their manager at least ninety (90) minutes before the start of their standby shift.

Standby Pay. Employees placed on standby status shall be paid at the rate of three dollars and seventy-five cents (\$3.75) an hour. Standby pay shall only be paid while on standby status and shall not be paid after the employee has been called-in to work.

Called-In Pay. If a regularly scheduled full time or part time employee is called in to work while on standby status, such employee shall be paid for all hours worked at one and one half (1 ½) times the regular rate of pay with a minimum guarantee of three (3) hours. Travel time to and from the worksite shall not be considered as time worked. Standby status shall end when the employee clocks in. The employee called into work will work the shift of the employee being replaced unless other arrangements have been made.

Vacation Requests

Vacation scheduling will be done quarterly, and the posting period will be nine (9) months in advance. All requests will be submitted by email to the manager or designee.

Rolling request schedule:

- December 1st send in vacation requests for September, October
- March 1st send in vacation requests for November, December, January
- June 1st send in vacation requests for February, March, April
- September 1st send in vacation requests May, June, July, August

Requests open the 1st of the month and close on the 15th of the month. Requests will be approved, denied or staff involved notified if they are tentative by the 1st of the next month.

Competing vacation requests will be prioritized using the following three parameters in order:

- 1) Have either or any of the individuals been granted the same dates as vacation in the previous 3 years;
- 2) Is a request associated with important life events including but not limited to a wedding in which the requestor is an active participant (i.e., bride, groom, parent of the bride or groom, in the wedding party); a graduation (i.e., high school, college); or a milestone wedding anniversary (5th, 10th, 15th, 20th, etc); and
- 3) Seniority.

Weeks are given precedence over days.

Employees can cancel/give back vacation with management approval up to thirty (30) days prior to the start of each specific vacation timeframe granted and maintain their original shift. Employees may give back individual days. Give-backs will go to the next person on the active vacation list.

It is the responsibility of the employee to ensure that they have enough PTO banked to take the time requested. Employees may only take time off without pay with supervisory approval. Any employee taking PTO without sufficient time in their bank and without supervisory approval may be subject to discipline.

If a staff member is requesting time beyond the rolling schedule/time frame, it is the responsibility of the staff member to request authorization from their coworkers via e-mail and the responses forwarded to the manager or designee. If there are no conflicts, the time off will be approved.

PTO requests submitted *after* the due date will be reviewed and approved if coverage is available. Employees requesting PTO in increments from 4 hours to less than a week will be granted on a case by case basis with consideration being given to business needs.

Float Classification and Occasional Traveling

A Float employee (also referred to as a “floater”) is a regular employee with either a full-time or part-time status, who is scheduled and utilized in accordance with their status to cover unfilled shifts in any of the Eastern Washington clinic pharmacies. Their primary responsibility is to cover scheduled vacations, FMLA, and other leave. The days of the week, the shift, and the clinic pharmacy assigned will vary based upon the unfilled shifts. A float employee will receive benefits in accordance with their full-time or part-time status.

Mileage will be compensated based upon the applicable Employer policy and the Addendum Regarding IRS Guidelines and Mileage Reimbursement.

Float employees will be eligible for the full cost of a AAA “Plus” Membership for the employee only and prorated for FTE. Reimbursement shall be offered twice a year in January and June. This is subject to administrative procedures or requirements as established by the Employer.

Occasional Traveling- It is the Employer’s intent to utilize Floats prior to requesting regular and probationary employees travel to help cover unplanned absences at another clinic. Regular employees may be utilized by the Employer for infrequent/isolated staffing shortages including but not limited to unexpected staffing shortages, department and/or facility closure and unplanned vacancies such as sick calls or immediate termination/resignations.

Volunteer Occasional Travel List. Employees will notify their manager if they would like to be added to the Volunteer Occasional Travel list and notified when there is an unplanned absence that cannot be covered by a Float Employee.

Occasional Travel Pay. Any regular or probationary employee who is not a Float employee who volunteers or is required to travel to a facility they are not regularly assigned shall be paid a premium of two dollars (\$2.00) per hour upon arrival at the new facility for all hours worked.

Occasional Travel coverage will occur in the following order:

- Floats not being utilized to cover vacation, FMLA, or other leave
- Non-patient facing Technicians;
- Interns;
- Qualified and available volunteers from the Volunteer Occasional Travel List who are not working that day and would not incur overtime, by seniority;
- Qualified available* volunteers from the Volunteer Occasional Travel list who are working that day and would not incur overtime, by seniority on a rotational basis;
- Qualified available* volunteers from the Volunteer Occasional Travel List who will incur overtime, by seniority on a rotational basis;
- if no volunteers, then by inverse seniority.

*Available takes into consideration the shift and location/clinic of the Technicians.

Benefits and Perquisites:

Through December 21, 2022, benefit eligible Employees will maintain their existing non-represented Health, Welfare, and Retirement benefits. Effective January 1, 2023, benefit eligible employees will receive the health and welfare, retiree medical and all other benefits as provided in the current UFCW-Pharmacy contract for which they will be accreting into. Effective January 1, 2023, employees will transition into the UFCW L21 Pro-Tech retirement benefits consisting of the following:

- Kaiser Permanente Washington 403(b) Plan
Employees will be eligible to enroll in the Kaiser Permanente Washington 403(b) Plan and make voluntary pretax contributions. In addition, plan participants will be eligible to receive a matching contribution on employee deferrals of 100% up to 2.7% of eligible compensation. The matching contribution will be 100% vested.
- Kaiser Permanente Washington Defined Contribution Plan
Employees will be automatically enrolled in the Kaiser Permanente Washington Defined Contribution Plan. Plan participants will be eligible to receive an employer contribution of 100% up to 6.3% of eligible compensation. The employer contribution will be 100% vested.

Employees will not be eligible for the Sound Health and Wellness Pension.

EXHIBIT B AUTHORIZATION FORM

Exhibit B - Authorization Form
(Article 2.02 - Dues)



Payroll Deduction
Authorization Form

Name (Print): _____ SSN #: _____

Employer Name: Group Health Cooperative _____ Wage Rate: _____

Work Location: _____ Hours/Week: _____

(Enter 'Zero' for hours if you are a TPT)

Job Classification: _____ Employee ID #: _____

ASSIGNMENT OF WAGES TO PAY UNION DUES/FEES:

I assign to UFCW Local 21, out of my wages, the Union's initiation fee, monthly dues, service fees, reinstatement fees, arrearage and/or assessments in an amount certified by the Union in writing, and I authorize the payment to the Union each month of the amount so deducted.

I agree to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, this assignment agreement. There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union dues deductions as provided in the agreement existing at the date of this assignment.

Signature: _____ Date: _____

VOLUNTARY POLITICAL CONTRIBUTIONS AUTHORIZATION:

I authorize my employer to withhold \$2 \$3 \$4 \$5 \$6 \$7 \$8 \$9 \$10 per pay period to
(circle one)

make political contributions to the UFCW International Union/Local 21 Active Ballot Club.

I understand that political contribution authorization is voluntarily made and the amounts listed above are only guidelines, and that the making of payments to the UFCW Active Ballot Club is not a condition of membership in the Union or employment with the Employer and that I have a right to refuse to sign this portion of the payroll authorization form and not to contribute to the UFCW International Union/UFCW 21 Active Ballot Club or to contribute more or less than the amounts listed without reprisal.

I understand that my contribution will be used for political purposes, including the support of candidates for federal, state and local offices. I understand that revoking this authorization may be done in writing at the beginning of any pay period, with a minimum notice to the employer of no less than two (2) weeks prior to the beginning of the pay period, and that the dollar amount of the deduction may only be changed one time per year.

Signature: _____ Date: _____

ATTN: Membership Services Department
5030 -1st Ave. S #200; Seattle, WA 98134-2438
Phone: 206-436-0210 / 800-732-1188 • Fax: 206-436-6700

THE UNION DIFFERENCE

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

A Voice at Work

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

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

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

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 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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