

OPEIU LOCAL 8 & KAISER PERMANENTE/WASHINGTON CONTRACT NEGOTIATIONS

Tentative Agreement

November 10, 2018

1. ARTICLE 1 – RECOGNITION

Section 1.01 – Revise to read:

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

Section 1.03 New Job Classifications: Revised to read:

- (a) The Employer shall notify the Union of any future job classifications(s) appropriate to the bargaining unit. It is not the Employer's policy to establish new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit.
- (b) The Employer will notify the Union in writing when new job classifications that include work previously and/or currently performed by bargaining unit job classifications are created, when duties of bargaining unit job classifications are substantially changed and/or when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union within ninety (90) calendar days prior to the effective date of such new job classifications, change or transfer of the duties of currently represented job classifications.
- (c) The Employer will notify the Union of any newly created non-exempt office, clerical and administrative classification which is non-supervisory and non-confidential in nature as defined by the National Labor Relations Act no later than fourteen (14) calendar days prior to posting the position for hire and which encompasses duties performed by existing bargaining unit classifications. This notice shall include the proposed job title, job description, job duties, qualifications and pay range and will indicate whether the Employer believes the new classification is appropriate for inclusion in the OPEIU bargaining unit.

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

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

2. ARTICLE 2 – UNION MEMBERSHIP - AUTHORIZED DEDUCTIONS

Section 2.04 Hardship Fund Deduction – To read:

The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted at the same time that dues are submitted. The Union and each employee authorizing the assignment of wages for the payment of voluntary contributions to the OPEIU Local 8 Hardship Fund hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any Hardship Fund deduction made from the employee's wages.

3. ARTICLE 4 – UNION BUSINESS

Section 4.01(b) New Employee Orientation. – Revise to read:

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

New employees will receive orientation on paid time; ~~the Union representative will not be paid for his/her time.~~ Information packets from the ~~appropriate OPEIU Local~~ Union shall be made available to employees upon hire into the bargaining unit.

4. ARTICLE 5 – RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

Section 5.02(c) Subcontracting. – Revise to read:

In the event the Employer decides to contract out a service which will result in the layoff of bargaining unit employees, the Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the Collective Bargaining Agreement, e.g., voluntary severance, the involuntary layoff process. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority/tenure, sick leave, and vacation accruals and pension retirement contributions. Impacted employees not wanting to be hired by the contracting entity shall move to another position or be laid off in accordance with the terms and conditions of the Collective Bargaining Agreement.

5. ARTICLE 6 – DEFINITIONS

new Section 6.08 – Mentor. – To read:

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

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

6. ARTICLE 7 – EMPLOYMENT PRACTICES

Section 7.02 Job Posting Procedure. – Revise to read:

A notice of each regular job opening shall be posted on-line at ~~ghe.org~~ www.kaiserpermanentejobs.org for seventy-two (72) hours excluding holidays and weekends unless circumstances require immediate replacement.

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

Transfer opportunities from one (1) shift to another on the same work unit/department or an initial transfer to a vacant position in a work unit/department shall be made available to all regular employees within the affected department/work unit on bulletin boards and by email within the department and by general online job postings. Such internal transfer opportunities shall be posted within the affected department for forty-eight (48) hours excluding holidays and weekends prior to a general job posting.

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

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

Formal verbal ~~and written~~ warning disciplinary notices that are older than ~~twenty-four (24)~~ six (6) months shall not be considered when evaluating and selecting applicants for lateral transfers and/or promotions. Written warning disciplinary notices that are older than twelve (12) months shall not be

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

Section 7.10 Opportunity Jobs. – Revise to read:

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

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

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

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

7. ARTICLE 8 – SENIORITY, LAYOFF, RECALL

Section 8.02 In General. – Revise to read:

Seniority shall be the determining factor in layoff and recall from layoff, unit-wide re-bidding, job re-bidding and position reassignment within a defined work unit resulting from layoff, transfers, shift changes, promotions and regular job openings where such factors as skill, competence and ability are substantially equal. Vacations shall be scheduled by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during any

particular week. The Employer shall be the judge as to the qualifications and competence of its employees but such judgment shall be fairly and reasonably exercised, except that the Union may challenge any decision reached by the Employer.

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

Section 8.02(a) Job Re-bidding. – To read:

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

Section 8.08 Severance Benefits. – Revise to read:

Benefits will consist of severance pay and extended medical benefits.

(a) Severance Pay: Employees will be entitled to two (2) weeks of severance pay for each year of service to a maximum of twelve (12) weeks of severance pay, appropriately prorated to the employee's FTE and rate of pay at the time of selecting severance. Non-probationary employees who have less than one (1) year of service, shall be entitled to two (2) weeks of severance pay. Years of service shall be calculated on the employee's last day of employment with the Employer.

(b) Extended mMedical Benefits: ~~coverage will consist of the Employer's paid medical benefits at the current benefit level for the employee and enrolled family members or other dependents under the Employer Medical Coverage Plan for a period of twelve (12) months after the date on which their medical coverage would have otherwise terminated because of the termination of their employment with the Employer.~~ Employees subject to severance will receive KFHPWA-paid COBRA medical severance coverage for a period of twelve (12) months, beginning the first of the month following the employee's KFHPWA employment termination date. In order to be eligible for the KFHPWA-paid medical severance benefit, the employee must complete the COBRA Election Form and return it to the COBRA Administrator. If the employee does not complete the COBRA Election Form and postmark it to the COBRA Administrator within sixty (60) days of the date of the COBRA offer, the employee will lose the right to elect FFHPWA-paid COBRA medical severance. This twelve (12) months of KFHPWA-paid COBRA medical coverage comprises the first twelve (12) months of COBRA eligibility

(c) Medicare and COBRA: ~~Should the former employee become eligible for Medicare, the Employer provided medical coverage will switch to Medicare supplement coverage for the remainder of the twelve (12) months when the employee timely registers for Medicare. If the~~

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

Section 8.10(b) Obligations of Employees on Recall: - Revise to read:

- 2) Statement of Continued Interest. Employees who have been on recall for ~~six (6)~~ twelve (12) months or more must submit to the Employer a written statement indicating a continuing interest in employment that is received by the first business day of the ~~seventh (7th)~~ thirteenth (13th) month and on a monthly basis thereafter. The Employer will notify the employee in writing of this obligation on the 12th month anniversary of being on recall. If the employee fails to meet this requirement by the first (1st) business day of each month, the employee's name will be eliminated from the recall list and the Employer's recall commitments shall terminate.

8. ARTICLE 10 – CLASSIFICATIONS AND RATES OF PAY

- 1) Effective the first full pay period following 4/1/18: .5% across-the-board wage increase
Effective the first full pay period following 4/1/19: 2% across-the-board wage increase
Effective the first full pay period following 4/1/20: 2% across-the-board wage increase
- 2) Effective the first full pay period following 4/1/18: increase all Eastern Washington wage rates to Western Washington levels
- 3) Effective the first full pay period following 4/1/18: the job classification Pre-Visit Specialist will receive a market adjustment to the current rate of Referral Management Representative
- 4) Effective 3/31/21: add an additional step equal to 2% above the previous step amount
- 5) Continue annual step advancements on an employee's anniversary date.
- 6) Continue the provision of double the rate of pay when working beyond 12 consecutive mandatory coverage hours.
- 7) Section 10.04(a) Shift Differential:
 - 1) evening shift: Effective the first full pay period following ratification, increase by \$0.25 per hour to \$1.50
 - 2) night shift: Effective the first full pay period following ratification, increase by \$0.25 per hour to \$2.25

8) Section 10.04(b) Weekend Premium:

Effective the first full pay period following ratification, increase by \$0.50 per hour to \$2.25

9) Section 10.10 Mentor Pay: (renumber remaining sections)

Effective October 1, 2018, employees assigned Mentor responsibilities by the Employer shall receive one dollar (\$1.00) per hour in addition to the contract rate of pay.

new Section 10.15 Recognition for Past Experience – To read:

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

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

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

9. ARTICLE 12 – PAID TIME OFF (PTO)

Section 12.07 PTO/Vacation Scheduling. – Revise to read:

The vacation year shall be based upon an employee's anniversary date. Employees may schedule and take PTO as vacation to the extent it has been earned. Vacations shall be scheduled by the Employer in such a way as will least interfere with the functions of the work unit and the continuity of patient care. The Employer will make a good faith effort to secure adequate staffing to provide improved vacation scheduling opportunities. The Employer will make a good faith effort to use temporary employees (TPTs) and FAST employees to staff peak vacation and holiday times. Employees will be allowed at least a minimum of a single week vacation (seven (7) consecutive days) when requested by the employee during the vacation posting period described in Section 12.07(a). Seniority shall prevail on vacation selections. (TA 11/9/18)

10. ARTICLE 12 – PAID TIME OFF (PTO)

Section 12.04 Accrual Schedule. – Revise to read:

The combined accrual schedule is as follows:

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

Section 12.09 Excessive Absenteeism. – Delete:

~~The Employer will change its attendance policy to read: Unscheduled time off is considered excessive if it occurs more than six times during a year or for more than three percent (3%) of the employee’s work time.~~

Section 12.10 Seattle City Ordinance. – Delete:

~~The provisions of Seattle Ordinance Number: 123698, Chapter 14.16 to the Seattle Municipal Code establishing minimum standards for the provision of paid sick and safe time shall not apply to any employees covered by this Collective Bargaining Agreement. The requirements of this ordinance or any similar state or federal law or municipal ordinance in the State of Washington are expressly waived. Effective thirty (30) days following ratification of this Agreement, temporary and Limited Duration employees who work on a regular basis will accrue one (1) hour for every forty (40) hours worked not to exceed fifty six (56) hours per calendar year for absence due to illness or injury. Accrual will begin after the employee has completed two hundred forty (240) hours of work each calendar year. Employees may use such accrued time after the ninetieth (90th) calendar day from their start date with the Employer. Such time off can be used in one (1) hour increments. Employees may not accrue or carry over more than fifty six (56) hours of unused accrual in any calendar year. Sick time accrued during Limited Duration or Temporary status is forfeited if the employee transfers to a regular (FTE) status. If the employment relationship ends, the accrued sick time hours also will be forfeited. There will be no reinstatement of sick time hours if the employee is rehired.~~

11. ARTICLE 13 – INSURANCE

Section 13.01.2 Medical Plan Description. – Update to reflect the Memorandum of Understanding negotiated by the Benefits Coalition in 2017.

Section 13.01.3 Employee Premium Sharing. – Update to reflect the Memorandum of Understanding negotiated by the Benefits Coalition in 2017.

Section 13.02 Dental Insurance. – Update to reflect the Memorandum of Understanding negotiated by the Benefits Coalition in 2017.

12. ARTICLE 14 – EXTENDED ILLNESS BANK (EIB) HOURS

Section 14.01 Extended Illness Bank (EIB). – Revise to read:

Employees shall accrue forty-eight (48) hours per year (pro-rated for part-time employees) into the Extended Illness Bank (EIB) for use in the event of extended illness. The accrual shall be at the rate of 1.85 hours per pay period or .023 hours per hour worked. The maximum accumulation to the EIB bank shall be five hundred (500) hours. Employees who reach the five hundred (500) hour cap will not accrue additional EIB hours until their accrual drops below five hundred (500). Employees with existing (as of the date of contract ratification) accrued EIB hours in excess of five hundred (500) will retain and utilize those hours first and will not accrue additional hours until their accrual is below five hundred (500).

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

~~For those absences beginning on or after January 1, 2014, e~~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...

13. ARTICLE 15 – LEAVE OF ABSENCE

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

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

14. ARTICLE 17 – PERSONNEL POLICIES

Revise to read:

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Union shall be given a copy of these personnel policies. The Employer will notify the Union of any newly created policies or substantive changes prior to implementation so the Union may exercise its bargaining rights under the National Labor Relations Act (NLRA).

15. ARTICLE 21 – LABOR/MANAGEMENT COMMITTEE

Revise to read:

~~Within sixty (60) days of ratification of this Agreement, t~~The Employer and the Union will ~~develop~~ continue meeting through a joint Labor/Management Committee, which will be effective during the term of this contract. There will be six (6) employee members appointed by the Union and six (6) management members appointed by the Employer on the Committee. The purpose of the Committee is to foster improved communications between the Employer and the employees. The function of the Committee shall be advisory. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee's agenda for discussion. All substantive issues passed by a majority of the Committee will be shared with the appropriate Senior Leadership at the Employer for consideration and action when appropriate.

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

16. ARTICLE 25 – TERM OF AGREEMENT

Revise to read:

This Agreement shall be effective ~~April 1, 2015~~ October 1, 2018 and shall continue in full force and

effect to and including March 31, ~~2018~~ 2021, and from year-to-year thereafter unless reopened by either party.

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

IN WITNESS whereof, the parties hereto have executed this Agreement this _____ day of ~~December 2015~~ _____ 2018.

17. MISCELLANEOUS

1. Replace all references to "Group Health Cooperative," "GHC" and "Co-op" with "Kaiser Foundation Health Plan of Washington," or "KFHPWA" throughout the new Collective Bargaining Agreement.
2. Within thirty (30) calendar days of contract ratification, the parties will meet to discuss the positions of New Member Welcome Representative, Community Resource Specialist, and any other applicable classifications to positions represented by OPEIU Local 8. The purpose of the meeting will be to discuss the roles, review all pertinent information and the most current job descriptions. Should the parties not reach agreement on whether union representation is appropriate, Federal Mediation and Conciliation Service (FMCS) will be engaged as the next step in seeking resolution. If the parties are unable to reach agreement about representation, the Union may refer the positions to the unit clarification process through the National Labor Relations Board (NLRB).
3. Convert all PCRs to PARs step-for-step as follows:

Patient Care Rep IV (PCR) Reclassification across KFHPWA

Effective the first full pay period after ratification, all current PCR's will be reclassified to Patient Access Representative (PAR) and eliminate the PCR job classification:

- (a) Former PCR staff will become part of already established PAR work units at all locations in which the PCR classification existed on 1/1/20.
- (b) Reclassification from PCR to PAR will be processed step-for-step on the appropriate wage schedule.

4. 9/40 Work Schedule – to read:

9/40 WORK SCHEDULE Addendum

It is hereby agreed and understood that the following terms and conditions with regard to the 9/40 work schedule have been agreed to by and between the Office and Professional Employees International Union Local No. 8 and Kaiser Foundation Health Plan of Washington

(KFHPWA) and are hereby made an Addendum to the Employment Agreement between the parties.

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

If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight-time pay for nine (9) hours for the holiday.
3. Employees shall be paid overtime at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond nine (9) hours in one (1) day or beyond forty (40) in a seven (7) day period or eighty (80) hours in a fourteen (14) day period.
4. Employees unable to continue working the 9/40 work schedule and whose performance has been satisfactory shall be guaranteed the first available position for which the employee is qualified within KFHPWA in accordance with Section 8.02 of this Agreement.
5. Any contractual provisions inconsistent with this Addendum are hereby superseded by this Addendum.

5. OPEIU Represented Staff Telecommuting Agreements:

- a) Maintain current Agreements and KFHPWA will provide up to \$600 to all telecommuters to purchase an adjustable chair, ergonomically correct work surface and/or adequate lighting if receipts are provided.
- b) The Telecommuting Agreement for staff to sign shall be revised to read: ...I understand that telecommuting is a work alternative within KFHPWA and that KFHPWA can revoke and terminate this Agreement ~~at any time for any reason, in its sole discretion.~~