



NATIONAL UNION OF HEALTHCARE WORKERS

INTEGRATED BEHAVIORAL HEALTH SERVICES

COLLECTIVE BARGAINING AGREEMENT



KAISER PERMANENTE®

NORTHERN CALIFORNIA REGION

THE PERMANENTE MEDICAL GROUP, INC.

DECEMBER 5, 2015 THROUGH SEPTEMBER 30, 2018

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AGREEMENT

1 This Agreement is made and entered on December 5, 2015, by and between The
2 Permanente Medical Group (hereinafter referred to as the “Employer”) and the
3 National Union of Health Care Workers (NUHW), Integrated Behavioral Health
4 Services Chapter (hereinafter referred to as the “Union”):

WITNESSETH

5 The parties mutually recognize the professional exempt status of Psychologists
6 (PhDs), Licensed Clinical Social Workers (LCSWs), Marriage and Family Therapists
7 (MFTs), and Psychological Assistants, whereas the Chemical Dependency
8 Counselors (CDCs), Psychiatric Social Worker Assistants, Marriage and Family
9 Therapist Assistants, and Unlicensed Case Managers are non-exempt. All employees
10 regularly scheduled to work fewer than forty (40) hours in a bi-weekly pay period,
irrespective of classification, are non-exempt.

ARTICLE I – PURPOSE OF AGREEMENT

4 It is the intent and purpose of the parties to set forth herein their agreement covering
5 rates of pay, hours of work and conditions of employment for employees covered by
6 this Agreement, to collaboratively work to provide high quality, affordable service and
7 care for patients and members, and to promote harmonious relations between the
8 Employer and the Union.

ARTICLE II – SCOPE OF AGREEMENT

Section 1 – Bargaining Unit Positions

8 The Employer recognizes the National Union of Healthcare Workers (NUHW) as the
9 exclusive bargaining agent for all non-supervisory staff Neuropsychologists,
10 Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists and
Chemical Dependency Counselors I & II, Unlicensed Case Managers, Psychiatric
Social Worker Assistants, Marriage and Family Therapist Assistants, and
Psychological Assistants who perform clinical work and provide patient care in the
Northern California Region. Excluded are Psychologists, Chemical Dependency
Counselors, Licensed Clinical Social Workers and Marriage and Family Therapists
who work in supervisory, administrative and/or research capacities or function as
Chiefs, Division Chiefs, Coordinators, Sub-Regional Chiefs/Coordinators, students
and volunteers.

Section 2 – Supervisory Employees

10 The Employer recognizes the fact that only bona fide supervisory employees have the
authority to hire, promote, discipline, discharge, or otherwise effect changes in the status

of employees or effectively recommend such actions, and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the units as established in Article II, Section 1.

11 **ARTICLE III – COURTEOUS AND RESPONSIBLE RELATIONSHIPS**

12 The Union and the Employer, including all KP managers, supervisors, physicians, employees, and Union staff, agree:

- That ethical and fair treatment of one another is an integral part of providing high quality patient care;
- To treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work;
- To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty;
- To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provisions of opportunities for input into decisions when they impact people directly.

13 The Union and the Employer shall be responsible for improving communications among all levels of the organization and shall be accountable for modeling and implementing the commitments of this Section.

14 **ARTICLE IV – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

15 In accordance with the Employer's compliance policies, indiscriminate or unauthorized review, use or disclosure of protected health information regarding any patient or employee is expressly prohibited. Reviewing, discussing, photocopying or disclosing patient information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

16 **ARTICLE V – CONSCIENTIOUS OBJECTION**

17 The Employer and the Union recognize the rights of individuals to refuse to participate directly in therapeutic abortion procedures. Employees who wish to exercise those rights shall submit their written request to the Employer. The Employer shall honor such requests by making reasonable accommodation, except in an emergency situation, where the immediate nature of the patient's needs and rights shall take precedence over exercise of the employee's rights.

18 **ARTICLE VI – RECOGNITION AND UNION SECURITY**

19 **Section 1 – Union Membership**

20 It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of members.

21 Employees who are required hereunder to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required of members, and who fail to do so shall upon notice of such fact in writing from the Union to the Employer be discharged.

22 **Section 2 – Deduction and Remittance of Union Dues and Fees**

23 The Employer will honor written assignments of wages to the Union for the payment of Union dues and fees, uniformly required, when such assignments are authorized by a signed dues deduction form.

24 The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with a list on hard copy and a disk or electronically (on compatible format) supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

25 **Section 3 – COPE Check Off**

26 The Employer will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted in a form agreed to by the Employer and the Union, and will promptly remit such contributions to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

27 **Section 4 – Employer Indemnification**

28 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

29 **Section 5 – Volunteers/Students**

30 The volunteer's role in the facilities is to provide services to patients that may not otherwise be offered.

31 The Employer agrees that programs such as volunteer programs and summer youth programs shall not be utilized to displace bargaining unit employees or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce their hours of work.

32 The Employer shall notify the Union upon commencement of volunteer programs and summer youth programs of the number of participants, their classification, work location, hours of work per week, and the duration of the program.

33 **Section 6 - Notification**

34 The Employer shall furnish the Union, on a monthly basis, an electronic data export or list which includes the name, employee number, work location, job classification, mailing address and date of hire for new hires and a listing of terminated employees.

35 **ARTICLE VII – MANAGEMENT RIGHTS**

36 The Union recognizes that the Employer has the duty and the right to manage its facilities and to direct the working forces. This includes, for example, the right to hire, transfer, promote, demote, layoff, discipline and discharge employees, subject to the terms of this Agreement and the grievance procedure.

37 **ARTICLE VIII – NON-DISCRIMINATION**

38 The Employer and the Union agree there shall be no discrimination against any employee or applicant because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by applicable law), or veteran status.

39 There shall be no distinction between wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

40 **ARTICLE IX – SENIORITY**

41 **Section 1 - Definition**

42 Seniority shall be defined as the most recent date of hire in a bargaining unit position.

43 **Section 2 – Return from Separation**

44 When an employee leaves employment covered under this bargaining agreement, his/her accrued seniority shall be frozen. If the employee returns into a classification covered under this agreement within two (2) years, he/she shall resume seniority from the amount of time accrued at the time of the previous separation.

45 **ARTICLE X – POSTING AND FILLING POSITIONS**

46 **Section 1 – Job Postings**

47 To expedite the administration of this Article covered position vacancies shall be posted within the site in which they occur for five (5) days, and if not filled, within the facility for five (5) days. If the position is not filled during that time, the vacancy shall be posted for five days in the region and the Employer may simultaneously commence an external search. See Appendix A for definition of site and facility. Implementation of this provision will take place sixty (60) days following December 5, 2015.

48 Qualifications for vacant positions posted on a regional basis shall appear on position postings and shall be based on the job requirements. A copy of all postings shall be provided to the Union.

49 The parties agree that job postings will be done electronically on the Employer's recruiting website. It is understood that postings on the website are immediately visible both within the organization and externally, however applicants will be considered and candidates interviewed pursuant to the posting timeframes and order of interviews outlined in this Article X – Posting and Filling Positions.

50 The parties further agree that the Employer will make its best efforts to send a courtesy notice by email to employees in the Facility alerting them to new job postings on the website. Disputes concerning such notices will not be subject to the grievance and arbitration provisions of the Agreement.

51 **Section 2 – Filling Vacancies**

52 In filling any vacancy the Employer will select the best qualified internal or external candidate. Candidates shall be considered based on the following criteria: education, experience, work record, disciplinary record, Kaiser Permanente experience, specialty, special skills, references, diversity, licensure, seniority, and case presentation.

53 It is in the interest of both parties to fill posted positions in an expeditious and collaborative manner. It is also the intent of the parties that no provisions in the process below shall unduly delay the hiring of the best qualified internal or external applicant. In filling vacancies, the Employer will use the following process:

54 1. An interview committee will be established by the Employer who will determine the appropriate size and membership. It will include at least one (1) bargaining unit staff member selected by the Union from the site and clinical service with the opening (e.g., a child mental health clinician to interview for a child mental health opening) and at least one (1) management representative selected by the Employer. In cases where there are not other mental health clinicians in the clinical service (e.g., in a Pain Management clinic) the Union may select one bargaining

unit staff member from the site. If the Union declines to provide a bargaining unit staff member for the committee, this shall not delay the hiring process.

- 55 2. Candidates will be interviewed in the following order:
- A. Internal applicant(s) from the Site and, if the Union and the Employer cannot reach a decision on a selection, it shall interview
 - B. Internal applicant(s) from the Facility and, if the Union and the Employer cannot reach a decision on a selection, it shall interview
 - C. Internal applicant(s) from the Region and, if the Union and the Employer cannot reach a decision on a selection, it shall interview
 - D. External applicant(s)
- 56 3. The final candidate selection will be reviewed with the Chief prior to the position being offered. If the Chief objects to the selected candidate, or If the Union and the Employer cannot reach a decision after going through the interview order above, the Chief will resolve the impasse by either choosing among the top candidates as put forward by the mutual agreement of the two (2) parties, or requesting that additional candidates be interviewed.
- 57 4. An employee who is granted a position during the transfer process which will result in a promotion, will be placed on the wage structure at a step rate which provides for at least a 7.5% increase.

58 **Section 3 – Employee Requested Change in Hours**

59 Should an employee request or volunteer to increase or decrease his/her scheduled hours and the Employer agrees (the final decision involving a status change of any employee rests with the Chief and/or his/her designee) then the following must occur prior to awarding the change:

- 1. A notice of the request shall be given to all employees in the department by email;
- 2. After five (5) days notice, if no other employee requests the change then the original employee shall be awarded the change. However, if any other employees make the same request during this time, the most senior person meeting the posted qualifications shall receive the change request.

60 **Section 4 – Recruitment/Retention**

61 The parties agree that they will utilize various recruitment incentives to assist in attracting new staff. Current programs include:

- Sign on Bonuses and/or Relocation Assistance for New Hires
- Employee Referral and Award Programs

62 During the term of the Agreement as other programs are introduced they will be discussed and agreed to by the parties.

63 **ARTICLE XI – REDUCTION IN FORCE**

64 In the event of a reduction in force or hours, the Employer agrees to negotiate the effects on staff. The Employer further agrees that prior to the implementation of a reduction in force or hours it will meet with the Union at the local level to review the program, staff needed or impacted and the operational needs. Should a layoff or reduction in hours become necessary, seniority, by facility and by classification, shall be the deciding factor, except in those cases where a specific skill or characteristic is necessary for the operation and such skill or characteristic cannot be acquired in a reasonable amount of time by the more senior clinician.

65 The Employer agrees to give the Union sixty (60) days' notice of a reduction in force that will affect staff. Full and part time employees will receive a minimum of two (2) weeks' notice if they are to be laid off and/or have hours involuntarily reduced. Any employee that does not receive a two (2) week notice shall be entitled to two (2) weeks' pay or pay for the number of days which would constitute a full two weeks' notice.

66 For a period of one (1) year, full time and regular part time staff who are placed on layoff status shall be offered, in seniority order, the first available vacancy in the classification at the facility from which the employee was laid off provided the employee meets the posted qualifications for the position. Laid off employees shall be notified by mail of openings at their last known address. Employees will be contacted under recall and will have forty-eight (48) hours to respond. If the Employer does not hear from the employee within two (2) weeks, he/she will be removed from the recall list and terminated. Employees who have a specific reason for failing to respond in a timely manner may continue on recall. This will require mutual agreement between management and the union.

67 **ARTICLE XII – PROBATIONARY EMPLOYEES**

68 **Section 1 – New Hires**

69 The probationary period for all employees shall be six (6) months.

70 During the probationary period, employees may be discharged without recourse to the grievance procedure.

71 The probationary period may be extended only by mutual agreement between the Employer, the employee, and the Union.

72 If an employee is on leave at any time during the probationary period, time spent on leave will not count towards fulfilling the probationary period.

73 Probationary employees shall be provided with appropriate training and orientation tools and with both verbal and written assessments on an on-going basis during their probationary period. In no case shall an employee be required to serve more than one probationary period.

74 This provision shall be applicable only to employees hired after December 5, 2015.

75 **Section 2 – New Employee Orientation**

76 The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet with new bargaining unit members for thirty (30) minutes during the New Employee Orientation period. The Employer will provide the Union Representative with New Employee Orientation schedules and updates as they occur. Such time will be scheduled within the new employee orientation agenda. It is further understood that, should the Union designate a Union Steward to meet with the employees, the Steward's time will be paid on a no-loss basis and the Steward will be released from work for the time needed to meet with employees.

77 **ARTICLE XIII – TRANSFERS/PROMOTIONS AND MULTIPLE SITES**

78 **Section 1 – Evaluation Period for Transfers/Promotions and Right of Return**

79 The evaluation period for employees transferring or promoting shall be sixty (60) calendar days.

80 The evaluation period may be extended up to an additional thirty (30) days only by mutual agreement between the Employer, the employee and the Union.

81 Employees who fail to qualify for the new position within the Evaluation period shall be returned to their former or comparable position without loss of seniority or wage rate. For the purposes of this Article, comparable position is defined as same wage rate, same shift (if applicable), same classification, and same worksite. An alternative worksite can be selected with mutual agreement between the Employer, the employee, and the Union.

82 Within the first thirty (30) calendar days of the Evaluation period, an employee may elect to return to his/her former position without loss of seniority or wage rate.

83 If an employee is on leave at any time during the evaluation period, time spent on leave will not count towards fulfilling the evaluation period.

84 Employees shall be provided with appropriate training and orientation tools and written progress report prior to the completion of the Evaluation period.

85 **Section 2 – Assignment at Multiple Sites**

86 If a staffing need arises that would require an employee to work at an additional or different worksite of the Facility, a volunteer will be solicited. If there are no volunteers, the Employer will require the least senior employee at the worksite with the requisite skills to work at the additional or different worksite of the Facility.

87 Volunteers who accept temporary assignments will be returned to their former position at the conclusion of the temporary assignment.

88 In the event of involuntary assignment, for up to eighteen (18) months the following provisions will apply:

1. The employee will be offered a “like” position at his/her former worksite, if such position subsequently becomes available. “Like” position is defined as the same qualifications, duties, specialty, licensure, scheduled hours and shift.
2. The employee may apply for other positions that may become available at his/her former worksite and will be considered as an internal applicant to that Site for purposes of bidding and interview order.

89 See Appendix A for the list of Facilities and Worksites applicable to this Section.

90 **ARTICLE XIV – ASSISTANTS**

91 Psychological Assistants, Psychiatric Social Worker Assistants, and Marriage and Family Therapist Assistants shall be covered under this Section. The classification of Assistant is intended as a career track position. After state licensure, Assistants will be placed on the appropriate licensed salary structure within three (3) months after notification of licensure by the employee. Managers may use the Advance Step Placement Process in the placement of the employee.

92 Once hired as an Assistant, an employee will be offered and must work a schedule that would accumulate at least half the required supervisory hours annually. Once the Assistant obtains the required supervised hours, the employee has two (2) years from that date to complete state licensure.

93 **ARTICLE XV – PROFESSIONAL HOURS**

94 **Section 1 – Professional Hours**

95 The parties recognize the professional nature of the work performed by the employees covered by this Agreement. While each full-time employee will be scheduled to work eighty (80) hours on a bi-weekly pay period, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in clinic work load. All staff are entitled to build into their schedule an unpaid meal period.

Employees will be scheduled to have at least two (2) consecutive days off during the eighty (80) hour bi-weekly pay period. The scheduling of hours during the week shall be established by the Chief of Service. When consistent with the needs of the clinic, flexible schedules requested by staff may be authorized by the Chief or his/her designee.

96 An employee shall be informed at her/his time of hire as to her/his work schedule. It is understood that such schedule is subject to change in the interest of efficient operations. Due to the professional nature of the work, it is recognized that schedules may vary from the normal workweek, however, employees are expected to work the number of hours regularly scheduled in a bi-weekly pay period.

97 If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal department/clinic operating schedules, and if such change is intended to last longer than three (3) months, the Employer shall notify the Union of said change. If so requested, the Employer shall meet and confer with the Union to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned employees, however, it is understood that the right to establish such schedules rests with the Chief or his/her designee.

98 When an employee's regular schedule or starting time is changed, the employee shall be advised as far in advance as possible. In such instances, and where feasible, seniority and employee preferences will be considered.

99 **Section 2 – Guaranteed Salary Generally**

100 Under existing law exempt employees must be paid on a salary basis. The parties desire to have employees in classifications and statuses identified as exempt in the Witnesseth paragraph of this Agreement be paid on a salary basis, and those identified as non-exempt in the Witnessesth paragraph be paid on an hourly basis.

101 **Section 3 – Exempt Employees**

102 1. Workweek and Workday Defined

103 The workweek is from Sunday 12:01 a.m. to Sunday 12:00 a.m. A work day is from 12:01 a.m. to 12:00 a.m.

104 2. Scheduled Work Hours

105 Salaries for full-time employees generally are based on a schedule of eighty (80) hours per payroll period. Part-time employees will be regularly scheduled for some lesser number of hours per payroll period, and will be subject to the same rules and deductions set forth in this Agreement as a percentage of their guaranteed bi-weekly salary.

106 3. Guaranteed Weekly Salary Generally

107 An employee will receive her/his full salary for any workweek in which she/he performs any work, regardless of the number of days or hours worked, subject to the deductions that are permitted by state and federal law for salaried employees.

108 4. Guaranteed Daily Salary Generally

109 An employee will receive an amount equal to the daily salary if she/he works any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law that are set forth in this Agreement.

110 5. Deductions for Full-Day Absences Generally

111 As permitted by law, an employee's bi-weekly salary may be reduced by an amount equal to the daily salary (e.g., 1/10th of the guaranteed bi-weekly salary or 1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:

- Absence from work for one or more full days for personal reasons, other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability;
- Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA)

112 6. Deductions for Partial-Day Absences

113 In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive her/his guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may make deductions for partial day absences if no paid leave time is available.

114 7. Paid Leave Bank as Salary Replacement

115 An employee is considered as receiving her/his guaranteed compensation without deduction if management substitutes or reduces accrued PTO/ESL/ATO (individually and/or collectively referred to herein as the "paid leave bank") for the time the employee is absent from work, as long as the employee receives payment of an amount equal to her/his guaranteed salary.

116 8. Work Not Available

117 No deductions from weekly salary will be made for absences occasioned by the
Employer or by the operating requirements of its business. If the exempt employee
is ready, willing and able to work, deductions will not be made for time when work
is not available if any work was performed in that work week.

118 **Section 4 – Absences for Exempt Employees With Paid Leave Bank**

119 1. Full Week Absences

120 In the event that an employee is absent from work for a full week in which she/he
was or would have been scheduled to work, the Employer will reduce the
employee's paid leave bank in an amount equal to the number of hours that the
employee was scheduled or regularly would have been scheduled to work during
the missed week. For example,

- An employee is scheduled to work forty-eight (48) hours during the first week of a payroll period and 32 hours during the second week of a payroll period. The employee is approved to take a full week of PTO during the first week of the payroll period, so the employee does not perform any work during that week. The employee works his/her regular schedule during the second week of the payroll period. The employee will receive his/her full bi-weekly salary for the payroll period and Employer will deduct forty-eight (48) hours from the employee's paid leave bank for the full week absence during the first week of the payroll period.

121 2. Full Day Absences

122 In the event that an employee misses a full day of work, the Employer will reduce
her/his paid leave bank by the number of hours that the employee was or regularly
would have been scheduled to work. For example,

- An employee is scheduled to work 10 hours, but calls off before the shift due to illness. Employer will deduct 10 hours from the employee's paid leave bank.
- An employee is scheduled to work 8 hours, but then asks to take a paid personal day off. The Employer will deduct 8 hours from the employee's paid leave bank.

123 3. Partial Day Absences

124 In the event an employee works some portion, but not all, of her/his scheduled
hours in a work day, the employee will receive her/his guaranteed salary for that
day, and no deduction will be made from the employee's banked hours. If,
however, an employee has been approved for intermittent family/medical leave
(FMLA), the Employer may substitute PTO in increments of less than a day for work

hours missed for the approved FMLA leave.

125 4. Exhaustion of Paid Leave Bank

126 An employee must exhaust her/his paid leave bank before opting to take unpaid leave.

127 **Section 5 – Absences for Exempt Employees With No Paid Leave Bank**

128 1. Full Week Absences

129 If an employee does not perform any work during a workweek and he/she does not have any paid leave available, he/she will not be entitled to any salary for the workweek.

130 2. Full Day Absences

131 In the event that an employee misses a full scheduled day of work and the employee does not have any paid leave available, the Employer will deduct an amount equal to percentage of time off in full-day increments taken by the employee. For example, if a full time employee who is scheduled to work five days in the workweek is out one day, the Employer may deduct 1/10th of the employee's bi-weekly salary (1/5th of the weekly salary).

132 3. Partial Day Absences

133 An employee who does not have any paid leave available will receive an amount equal to the daily salary (1/10 of the employee's bi-weekly salary) if she/he works any portion of a scheduled work day, regardless of the number of hours worked. The only exception to this rule is that Employer may deduct from the guaranteed daily salary of an employee with no paid leave bank who takes approved FMLA. Such a deduction shall be a pro-rata share of the employee's regularly scheduled bi-weekly hours (typically 80 hours for full time employees). For example:

- An employee works the first 2 hours of a 12-hour shift and then has to leave work due to a personal emergency. The employee will be paid her/his entire salary for that day.
- A full-time employee is scheduled to work 80 hours in a payroll period. The employee works a 10-hour shift on one day that week but has to take 2 hours off for a medical appointment, which time has been approved as intermittent family leave. Employer may deduct 2/80 (1/40) of the employee's guaranteed bi-weekly salary, which is a pro-rata portion of the weekly scheduled hours that the employee missed due to intermittent family leave.

134 **Section 6 – Non-Exempt Employees**

135 Employees in classifications identified as non-exempt in the “Witnesseth” paragraph of this Agreement and all employees regularly scheduled to work fewer than forty (40) hours in a bi-weekly pay period, irrespective of classification, will be considered non-exempt and paid on an hourly basis.

136 A. Definition of Terms

137 1. Payroll Week

138 “Payroll Week” as used in this Section shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Sunday.

139 2. Payroll Day

140 “Payroll Day” as used in this Section shall mean and consist of a twenty-four (24) hour period beginning when the employee clocks in at the beginning of his/her shift each day.

141 3. Holiday Pay

142 Non-exempt employees required to work on a recognized holiday will be paid a premium rate of time and one-half (1½).

143 B. Overtime Rates

144 1. Hours in Excess of Eight (8) and Hours in Excess of Forty (40)

145 Non-exempt employees shall be paid at the rate of time and one-half (1½) the straight-time hourly rate, including shift differential, for all hours of work performed in excess of eight (8) hours in any one work day and/or for all hours worked in excess of forty (40) hours within the work week.

146 2. Hours in Excess of Twelve

147 Non-exempt employees shall be paid at the rate of double (2x) the straight-time hourly rate including shift differential for all hours worked in excess of twelve (12) consecutive hours in any one (1) workday.

148 C. Paid Leave Used in the Calculation of Overtime

149 1. Extended Sick Leave (ESL)

150 ESL shall count as time worked for purposes of computing overtime for hours worked later in the same work week.

151 2. Paid Time Off (PTO)

152 In instances where there is a combination of PTO and work on a prescheduled
153 basis, PTO hours shall count as hours worked in determining eligibility for
154 weekly overtime.

153 3. Jury Duty

154 Pay for work which was not performed shall be included in the hours worked for
155 the purposes of calculating weekly overtime.

155 Non-Duplication of Overtime

156 Payment of overtime rates shall not be duplicated for the same hours worked under
157 any of the terms of this Agreement, and to the extent that hours are compensated at
158 overtime rates under one provision, they shall not be counted as hours worked in
159 determining overtime under the same or any other provisions.

157 **Section 7 – Notice of Intended Absence**

158 Employees who are required to be absent from work for any reason will provide their
159 immediate supervisor or designated representative with reasonable notice of such
160 intended absences, and the reasons therefore.

159 Employees may request personal time off without pay if they have exhausted their
160 Paid Time Off account. In determining whether such request shall be granted, the
161 Employer shall consider the reason(s) for the request and the potential impact upon
162 the operation of the facility.

160 **ARTICLE XVI – REGULAR PART-TIME, SHORT-HOUR, TEMPORARY AND PER
161 DIEM EMPLOYEES**

161 **Section 1 – Status Definitions**

162 A. Regular Full-Time

163 A regular full-time employee is one who is regularly scheduled to work eighty (80)
164 hours in a biweekly pay period.

164 B. Regular Part-Time Employees

165 A regular part-time employee is one who is regularly scheduled to work forty (40)
166 hours or more, but less than eighty (80) hours in a bi-weekly pay period.

166 In the event it becomes necessary, for efficiency of operations, for the Employer to
increase hours of part-time employee(s), the least senior employee(s), who is

qualified to perform the additional work, will be assigned the additional hours should more senior qualified employees decline the additional hours.

167 Benefit levels will be based on the scheduled hours of the position to which the employee bid on or was hired into and will not fluctuate in level if the employee works additional or fewer hours on an intermittent basis.

168 C. Short-Hour Employees

169 A short-hour employee is one who is regularly scheduled to work a predetermined schedule of less than forty (40) hours in a bi-weekly pay period.

170 D. Temporary Employees

171 A temporary employee is one who is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed three (3) months. However, in those instances where the need exceeds three (3) months or where a temporary employee is hired to replace an employee who is on medical leave which goes beyond three (3) months, the Employer shall request approval from the Union to retain the employee on temporary status and the Union will not unreasonably deny the request. Temporary employees will be paid on the base wage rate structure for the classification.

172 E. Per Diem Employees

173 A Per Diem employee is one who works as a replacement or on an intermittent basis.

174 F. Benefited Employees

175 A benefited employee shall be defined as a Regular Full-time Employee or a Regular Part-Time Employee who works a minimum of forty (40) hours in a bi-weekly pay period.

176 Benefited levels will be based on the regular scheduled hours of the position to which the employee bid on or was hired into and will not fluctuate in level if the employee works additional hours or fewer hours on an intermittent basis.

177 G. Non-Benefited Employees

178 Non-benefited employees shall be defined as all Short-Hour Employees, Temporary Employees, and Per-Diem Employees. Non-Benefited Employees will receive a \$1.00 per hour differential (up to eighty (80) hours in a bi-weekly pay period) in lieu of all fringe benefits and time off provisions.

179 **Section 2 – Changing Status**

180 Full-time and part time employees who transfer to a Short Hour, Temporary or Per Diem status are subject to the following benefit accrual adjustments:

- Employees will be paid off in full their previously accumulated Paid Time Off at their base rate of pay in effect immediately prior to transfer to a Short Hour, Temporary or Per Diem status.
- Employees will retain previously accumulated service credit for purposes of Paid Time Off accrual, but will not accrue further Paid Time Off while in a Short Hour, Temporary or Per Diem status.
- Employees' previously accumulated Extended Sick Leave hours will be frozen. It will not be available for use until such time as they return to a full-time or regular part-time status.

181 **ARTICLE XVII – WAGES**

182 **Section 1 – Payday and Paychecks**

183 Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.

184 Employees upon written request may direct automatic deposit of their paycheck to a bank or saving institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing automatic deposit shall receive a check stub or equivalent information each pay period indicating all payments made.

185 Paycheck shortages shall be paid by no later than the end of the next business day upon request of the employee; otherwise, paycheck shortages shall be paid on the next pay period or per applicable law.

186 **Section 2 – Effective Date of Tenure and Across the Board Increases**

187 Tenure increases and across the board increases shall become effective at the beginning of the first full payroll period nearest the employee's date of eligibility for such increase.

188 **Section 3 – Across the Board Wage Increases**

- 189
- 2015 Wage Increase: Bargaining unit employees will receive a six percent (6%) across-the-board (ATB) increase effective December 13, 2015.

190 • 2016 Wage Increase: Bargaining unit employees will receive a four and one-half percent (4½%) ATB wage increase effective December 11, 2016

191 • 2017 Wage Increase: Bargaining unit employees will receive a four and one-half percent (4½%) ATB wage increase effective December 10, 2017.

192 **Section 4 – Performance Improvement Bonus**

193 The Employer will offer a one-time performance improvement bonus based on the achievement of metrics to be determined by the Employer, centered on improving access and enhancing the KP behavioral health program over the next three years. The one-time bonus will include payouts in two phases, one on December 1, 2016 and one on December 1, 2017. Each payout will be up to a maximum of five percent (5%) based on the employee’s salary in the preceding year for full achievement of the metrics.

194 **Section 5 – Shift Differential**

195 Any employee who is scheduled to work a minimum of three (3) hours after 5:30 PM shall receive \$3.00 per hour for all hours worked between 5:30 PM and 7:00 AM. This provision includes weekdays, weekend days, and holidays.

196 **Section 6 – On-Call Time**

197 On-Call Time refers to off-site, on-call coverage intended to ensure coverage on weekends and after hours. On-Call Time shall be applicable for the following time periods:

Each Weekday: 5:00 PM to 9:00 AM the following day
Each Weekend Day or Holiday: 9:00 AM to 9:00 AM the following day

198 Employees and the Employer will work collaboratively to establish a Dedicated and/or Non-Dedicated on-call system. The following on-call pay options may be used singly or in combination to provide the required on-call coverage. It is understood that the right to establish required on-call coverage rests with the Chief or his/her designee.

199 On-call provisions do not apply to scheduled on-site shifts. On-call provisions apply only to exempt salaried staff.

200 In preparing a schedule the following order will be utilized to ensure coverage:

1. Employees in Posted Dedicated On-Call positions will fulfill their normal weekly scheduled shifts if such positions exist at a worksite.
2. Dedicated Team Members will fulfill their shifts if such teams exist at a worksite.

3. Volunteers may be sought to fill additional needed shifts as described in the Non-Dedicated On-Call System below.
4. Remaining shifts will be assigned by the Chief/manager as described in the Non-Dedicated On-Call System below.

201 Non-Dedicated On-Call System:

- 202 The Chief, at his/her discretion, may seek volunteers who wish to take extra shifts before a call schedule is created. The Chief or his/her designee may limit the number of call shifts voluntarily taken by an employee in order to ensure appropriate clinical operations. If the Employer requires additional On-Call shifts the Chief/manager will determine the distribution of coverage in an equitable way.
- 203 Non-volunteer, non-dedicated employees will only be required to cover one (1) medical center during their shift.
- 204 Regular Employees will either earn Accrued Time Off (ATO) or receive extra pay at the rate of one (1) hour for every four (4) hours of on-call (e.g., 4 hours for a 16 hour weekday shift, and 6 hours for a 24 hour weekend shift).
- 205 When required to come on-site during On-Call Time, employees will receive a minimum of two (2) hours of ATO or extra pay and receive one (1) hour of ATO or extra pay for each additional hour or increment of an hour thereafter. Shift differential provisions apply to all paid hours.
- 206 The decision whether employees earn ATO or extra pay for On-Call Time will be decided locally by the Chief or his/her designee.
- 207 ATO can be accumulated up to a maximum of eighty (80) hours and can be scheduled off in half-hour increments. Employees whose ATO accumulation has approached or reached the maximum will meet with his/her supervisor to set forth a plan for ATO to be taken. In the meantime should the employee be required to take call while their ATO bank is at maximum they will be paid at their hourly rate for the number of ATO hours earned in excess of eighty (80).
- 208 ATO is not a vested benefit. Employees do not receive a cash-out of accrued ATO upon termination of employment, change of status to non-benefited, or transfer outside of the bargaining unit. Employees are expected to work with their manager to exhaust their ATO bank before transferring to a new facility. If the employee is unable to exhaust their ATO, they will be allowed to transfer this accrued time to their next worksite.

209 Dedicated Team On-Call System:

210 Regular exempt employees scheduled to work 20 hours or more per week are eligible for Dedicated Team On-Call Pay.

211 A Primary Dedicated Team Member is defined as an employee who provides On-Call Time for a minimum of 30 calendar days in a calendar year or equivalent.

212 A Substitute Dedicated Team Member is defined as an employee who is available to provide substitute on-call coverage for Primary Team Member(s) at least twenty (20) calendar days per calendar year or the maximum number of days needed, whichever is less.

213 Annual evaluation of actual coverage shall be used to determine continued eligibility for Dedicated Team On-Call Pay for each succeeding calendar year. Eligibility for this work is subject to provisions of Article XXVIII - Section 1 – Job Duties.

214 Dedicated Team Members shall earn Accrued Time Off (ATO) or receive pay at the rate of one (1) hour for every two (2) hours of On-Call Time. Employees working Dedicated On-Call Time receive no additional compensation or ATO if required to come on-site. Shift differential provisions do not apply.

215 The decision whether employees earn ATO or receive extra pay for On-Call Time will be decided locally by the Chief or his/her designee.

216 ATO can be accumulated up to a maximum of eighty (80) hours and can be scheduled off in half-hour increments. Employees whose ATO accumulation has approached or reached the maximum will meet with his/her supervisor to set forth a plan for ATO to be taken. In the meantime should the employee be required to take call while their ATO bank is at maximum they will be paid at their hourly rate for the number of ATO hours earned in excess of eighty (80).

217 ATO is not a vested benefit. Employees do not receive a cash-out of accrued ATO upon termination of employment, change of status to non-benefited, or transfer outside of the bargaining unit. Employees are expected to work with their manager to exhaust their ATO bank before transferring to a new facility. If the employee is unable to exhaust their ATO, they will be allowed to transfer this accrued time to their next worksite.

218 Posted Dedicated On-Call Positions:

219 Posted Dedicated On-Call Positions are positions in which the job posting includes one or more on-call shifts as regularly-scheduled shifts. The posting will indicate the number of hours per week of assigned on-site hours and on-call hours. In order to qualify to work in a Posted Dedicated On-Call Position, an employee must be a salaried Regular Employee and meet the qualifications of the job posting.

- 220 An employee's salary and compensable hours will be determined based on posted on-site and/or on-calls shifts. Scheduled on-call shifts will be factored as one (1) hour for every two (2) hours of scheduled on-call for the purposes of determining part-time or full-time status and the employee's fixed salary.
- 221 The employee's fixed salary will not be reduced because of temporary scheduling changes required by the Employer.
- 222 Employees in Posted Dedicated On-Call Positions can earn ATO or extra pay for additional on-call shifts that are beyond their weekly posted on-call hours, at a rate of one (1) hour for two (2) shift hours. Employees working in Posted Dedicated On-Call Positions receive no additional compensation or ATO if required to come on-site. Shift differential provisions do not apply.

Examples:

- An employee who works four 8 hour shifts in the clinic and then a dedicated shift of 16 hours would be reflected in the HR System as a full-time (40-hour) salaried employee (32 hours for on-site work plus 8 hours for on-call work).
- An employee who works one 10 hour shift in the clinic and then one dedicated on-call shift of 24 hours on weekends would be reflected in the HR System as a 22-hour employee (10 hours for on-site work plus 12 hours for on-call work).

- 223 Earned PTO or ATO may be used to supplement pay for missed on-call shifts at the rate of one (1) hour of PTO/ATO for every two (2) hours of scheduled On-Call Time.

Examples:

- An employee, who works four 8 hour shifts in the clinic and then a dedicated shift of 16 hours on-call, could use 8 hours of PTO for a missed shift in the clinic, and 8 hours of PTO for a missed on-call shift.
- An employee, who works one 10 hour shift in the clinic and then one dedicated on-call shift of 24 hours on weekends, could use 10 hours of PTO for a missed shift in the clinic and 12 hours of PTO for a missed on-call shift.

- 224 In the event that an employee misses a full day of on-call or on-site work and has no earned PTO/ATO, the Employer will reduce an employee's salary by an amount equal to the percentage daily salary (e.g., 1/5 of the guaranteed weekly salary) regardless of the number of hours scheduled.

Example:

- An employee who is scheduled to work one 10 hour shift in the clinic and one dedicated on-call shift of 24 hours on weekends, misses the 10-hour shift in the

clinic for personal reasons and has no earned PTO/ATO. The Employer may deduct 1/5 of the Employee's weekly salary for the missed on-site shift. Similarly, if the employee misses a 24 hour on-call shift, the Employer may deduct 1/5 of the Employee's weekly salary for the missed on-call shift.

225 **Section 7 – Step Increases**

226 Step increases will be effective on the first day of the pay period closest to the employee's step increase date, or closest to the date when the employee will achieve eligibility to advance to the next step. This does not change the employee's step increase (anniversary) date. Employees will follow this process moving through the pay structure until they reach Step 9.

227 **Section 8 – Longevity Step**

228 To advance to Step 10 (i.e. the fifteen (15) year longevity step) employees must have fifteen (15) years professional experience in a job classification covered by this Agreement. Movement to Step 10 will be processed by the manager.

229 **Section 9 – Advanced Step Placement**

230 New hire employees shall be hired using advanced step placement policy below based on their clinical work experience post licensure and/or certification.

231

Experience	Step
1-2 years	Step 2
2-3 years	Step 3
4+ years	Step 4

232 Based on special needs with mutual agreement between the parties, employees may be hired beyond Step 4.

233 When making the request to hire above Step 4, the hiring party must provide the following information to be shared with the Union, upon request.

1. The amount of time the position was unfilled;
2. A dated copy of the job posting;
3. Any recruitment methods, other than the usual Kaiser process, used in attempting to fill the position;
4. The number of qualified applicants and the number interviewed;
5. Any special qualification/certifications this candidate has;

6. Number of years of post-licensure experience this candidate has; and

7. Candidate's salary history at relevant previous positions.

234 On a yearly basis the Employer will provide the union a listing of the positions filled in each classification and the number of positions filled above Step 4. Based on that data, the parties will meet to discuss methods to address problems with recruitment and retention.

235 **Section 10 – Termination Pay**

236 When an employee is voluntarily or involuntarily separated from employment, the employee will be paid all monies owed pursuant to applicable collective bargaining agreements, state or federal laws.

237 **Section 11 – Mileage**

238 Employees required to use their personal automobile for Employer business will be reimbursed according to the Employer's current policy on mileage reimbursement.

239 **Section 12 – Bilingual Pay**

240 As of the date of ratification of this Agreement, Level 1 of the current bilingual program will be eliminated and no longer apply to employees in the bargaining unit.

241 Also, the current voluntary program will cease on the date of ratification of this Agreement with the following exception: Employees who are current participants in the voluntary LMP bilingual program and who are classified as a Level II will continue as participants of the bilingual program until such time as the Employer creates an appropriate assessment tool to determine the necessary skill level required of an employee to provide therapy in a foreign language. Provided the current participant in the bilingual program passes the assessment in a language required by the Employer for a given work site, he/she shall continue to receive the bilingual differential and may provide therapy in the assessed language.

242 Incumbents in bilingual required or bilingual preferred positions as of the date of ratification of this Agreement will continue with the requirements of those positions as they were posted.

243 Except for employees in the current voluntary program or in positions posted as bilingual required or preferred as outlined above, neither the Employer nor its agents will direct any employee to use his/her language skills in any interaction with a patient unless he/she has passed an assessment of language skills unique to this bargaining unit and specific to providing therapy. The assessment tool and skill level will be determined and developed by the Employer.

244 The Employer, as needed, may prospectively designate new positions as bilingual positions in any language determined by the Employer, post these positions and fill them in accordance with the Agreement.

245 Because the skill level required of an employee to offer therapy in a foreign language exceeds the normal skill level required in a medical clinic or hospital setting, 1) Grandfathered employees who have successfully passed the bilingual test and 2) Successful applicants for the bilingual positions will receive a differential of one dollar (\$1.00) for all compensated hours.

246 **ARTICLE XVIII – LEAVES OF ABSENCE**

247 **Section 1 – Family Leave**

248 The Employer will comply with the provisions of the California Family Rights Act, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this paragraph must be pursued under the procedures of those Acts. In determining the maximum duration for Family Leave and other leaves taken for Family Leave purposes, the various types of leaves will run concurrently.

249 **Benefits while on Family Leave**

250 If employees elected health plan and dental plan coverage under the “*Benefits by Design*” Flexible benefits program, these benefits will continue Employer-paid during the entire period of the Family Leave. Employer-paid life insurance coverage will continue at the Employer’s expense for a maximum of thirty-one (31) calendar days following commencement of unpaid Family Leave. To continue life insurance coverage beyond the thirty-one (31) days, employees are required to pay premiums in order to maintain such coverage.

251 Employees utilizing Paid Time Off (PTO) and Extended Sick Leave (ESL) hours while on Family Leave are eligible to accrue PTO and ESL benefits during that period. PTO and ESL will accrue for up to thirty-one (31) days of unpaid Family Leave. If the unpaid Family Leave is for more than thirty-one (31) days, PTO and ESL eligibility date(s) will be adjusted for the entire time employees were on leave without pay. Employees receive Holiday pay while in a paid status and do not receive Holiday pay while on Short-Term Disability (STD) in an unpaid status. Employees on an unpaid Family Leave are not eligible to receive other paid time off benefits such as Educational Leave, Jury Duty pay, etc. Pension service/credited service does not accrue while employees are in an unpaid status.

252 **Section 2 – Unpaid Medical Leave**

253 Commencing on the first day of employment, employees are eligible for unpaid Medical Leave for non-work-related disabilities, including conditions related to pregnancy.

Medical Leave continues for the period of disability, or a maximum of six (6) months, whichever is earlier, provided that an appropriate licensed provider's (e.g. physician) certification is submitted. Each leave of absence is treated independently provided that three (3) months elapsed between each leave of absence. The period of the Medical Leave shall not exceed six (6) months and shall commence after exhaustion of accrued ESL, any immediately-elected PTO and Short Term Disability benefits.

254 Benefits while on an Unpaid Medical Leave

255 If employees elected health, dental, and life insurance coverage under the "*Benefits by Design*" Flexible benefits program and are on an unpaid Medical Leave that does not run concurrently with Family Leave, employees are required to pay premium(s) beginning the first of the month following the commencement of unpaid Medical Leave in order to maintain such coverage.

256 Employees on unpaid Medical Leave will continue to accrue PTO and ESL up to thirty-one (31) days. If the unpaid Medical Leave is for more than thirty-one (31) days, PTO and ESL eligibility date(s) will be adjusted for the entire time employees were on leave without pay. Employees do not receive Holiday pay while receiving STD or on an unpaid medical leave. Employees on an unpaid Medical Leave are not eligible to receive other paid time off benefits such as Educational Leave, Jury Duty pay, etc. Pension service/credited service does not accrue while employees are in an unpaid status.

257 Section 3 – Occupational Leave

258 Effective the first day of employment, employees are eligible for an unpaid Occupational Leave for absences covered by Workers' Compensation. The period of the Occupational Leave commences after exhaustion of accrued ESL, any immediately-elected PTO and Short Term Disability benefits. An Occupational Leave may continue up to a maximum of twelve (12) months, or until such time as the employees are released by their attending physicians from the period of temporary disability and are physically capable of, and qualified for, performing substantially all tasks, whichever is earlier.

259 An Occupational Leave will expire in less than twelve (12) months if employees are no longer disabled and can perform their pre-disability jobs, with or without reasonable accommodation, or if there is uncontroverted medical evidence that the employees are permanently disabled and cannot perform their pre-disability jobs, with or without reasonable accommodation, or ninety (90) days after an award from the Workers' Compensation Appeals Board indicating that the employees are permanently disabled and cannot perform their pre-disability jobs, with or without reasonable accommodation.

260 Benefits while on Occupational Leave

261 If employees elected health plan, dental plan, and life insurance coverage under the “*Benefits by Design*” Flexible benefits program, these benefits will continue Employer-paid during the entire period of the Occupational Leave.

262 Employees on unpaid Occupational Leave will continue to accrue PTO and ESL for up to thirty-one (31) days. PTO and ESL eligibility date(s) will not be adjusted for the entire twelve (12) month period that employees are on an unpaid Occupational Leave. Employees do not receive Holiday pay while in an unpaid status. Employees on an unpaid Occupational Leave are not eligible to receive other paid time off benefits such as Educational Leave, Jury Duty pay, etc. Pension service/credited service does not accrue while employees are in an unpaid status.

263 Section 4 – Personal Leave

264 Employees with at least six (6) months of employment are eligible for an unpaid Personal Leave which may be granted at the discretion of the Employer for emergency situations and/or personal reasons. The period of the Personal Leave commences after exhaustion of all accrued PTO and ESL, where applicable. A Personal Leave may continue up to a maximum of six (6) months.

265 Benefits while on Personal Leave

266 If employees elected health, dental, and life insurance coverage under the “*Benefits by Design*” Flexible benefits program, and are on an unpaid Personal Leave that does not run concurrently with Family Leave, employees are required to pay premium(s) beginning the first of the month following the commencement of unpaid Personal Leave, in order to maintain such coverage.

267 Employees on unpaid Personal Leave will continue to accrue PTO and ESL up to thirty-one (31) days. If the unpaid Personal Leave is for more than thirty-one days, PTO and ESL eligibility date(s) will be adjusted for the entire time employees were on leave without pay. Employees do not receive Holiday pay while in an unpaid status. Employees on an unpaid Personal Leave are not eligible to receive other paid time off benefits such as Educational Leave, Jury Duty pay, etc. Pension service/credited service does not accrue while employees are in an unpaid status.

268 ARTICLE XIX – BEREAVEMENT LEAVE

269 When a death occurs in the immediate family of a regular benefit eligible employee, the employee shall be entitled to a paid leave of absence of up to three (3) days. For purposes of bereavement leave only, immediate family is defined as spouse, domestic partner, parent, step parent, parent-in-law, step parent-in-law, in loco parentis, child, step child, legal ward, foster child, adopted child, daughter, step daughter, daughter-in-law, step daughter-in-law, son, step son, son-in-law, step son-in-law, sister, sister-

in-law, step sister, step sister-in-law, brother, step brother, brother-in-law, step brother-in-law, grandparent, step grandparent, grandchildren, step grandchildren, and a relative living in the same household. An additional two days of paid leave is available if the funeral or memorial service is over 300 miles from the employee's residence, upon request of the employee to his/her supervisor/chief.

270 Additional time off will not be unreasonably denied. An employee may use PTO/ATO for such purpose. If an employee is on paid leave and a death occurs in the immediate family, the employee may convert the paid leave to Bereavement Leave. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days. Verification of death may be required.

271 **ARTICLE XX – EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT**

272 **Section 1 – Education Leave**

273 Each regular full time employee shall receive five (5) days of educational leave annually. A regular part-time employee working more than forty (40) hours but fewer than eighty (80) hours in a bi-weekly pay period accumulates educational leave on a prorated basis determined by his/her regularly scheduled hours of work. Regular full time employees may accrue up to two (2) years' entitlement of educational leave, to a maximum of ten (10) days. Regular part time employees may accrue up to two (2) years of their prorated annual entitlement. New hires will receive a prorated amount of educational leave during the first year of employment. Regular full time employees hired prior to June 30 of any given year, will be granted five (5) days during their first year of employment; whereas those hired on or after July 1, will accrue two (2) days their first year of employment. Thereafter, educational leave will be granted on a calendar year basis.

274 Educational leave must be approved in advance by the Chief of Service or his/her designee. Requests for such leave shall be made in writing setting forth the details, i.e. dates, hours, subject, facility and purpose. Employees must furnish evidence of attendance to the Employer following completion of the course/program. Educational leave taken on other than scheduled work days will be paid at straight time or the employee may take a day off as education leave within 30 days.

275 If an employee takes an education day on a regularly scheduled work day, he/she may use the same number of educational leave hours as his/her scheduled work day. This would apply even if the training itself were fewer hours than an employee would be scheduled to work on that day. Education leave can be used for travel days to attend an educational meeting or conference.

276 Educational leave can be used for home study courses. An employee may use educational leave hours for the total number of educational units awarded plus additional study or preparation time.

277 Educational Leave can be used for studying for Licensing Exams for Assistants. Assistants will provide documentation of their entry into the licensing exam to their manager or chief.

278 **Section 2 – Tuition Reimbursement**

279 Eligible employees will be reimbursed according to the Employer’s current policy on tuition reimbursement.

280 **ARTICLE XXI – JURY DUTY**

281 Benefited employees required to report for jury services shall be eligible for jury duty pay equal to the number of hours regularly scheduled on the day in jury service. The employer may require the employee to provide proof of jury service.

282 On any day of jury service in which an employee is excused entirely or in sufficient time to permit him/her to return to work for a minimum of one-half (1/2) his/her scheduled workday, he/she shall be required to do so.

283 **ARTICLE XXII – HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

284 Regular full-time and regular part-time employees and their eligible dependents receive Health and Welfare benefits as described below. Eligible dependents include spouse or eligible domestic partner, and children under age twenty-six (26). Physically or mentally disabled children are covered regardless of age, provided their disability occurred prior to the child turning age twenty-six (26). Employees may need to provide annual certification of disability and dependency.

285 **Ninety (90) – Day Plan**

286 Newly hired and newly eligible Regular employees, e.g., a Per Diem employee who becomes regular full-time, participate in the Ninety-(90) Day plan prior to becoming eligible for the “Benefits by Design” flexible benefits program.

287 Regular employees and their eligible dependents participate in Employer-paid Health Plan, Supplemental Medical, and Life Insurance equal to one times employee’s annual salary to a maximum of \$50,000. Coverage becomes effective the first (1st) of the month following date of hire or the date they become regular status.

288 **“Benefits by Design” Flexible Benefits Program**

289 Regular employees and their eligible dependents may enroll in the “Benefits by Design” flexible benefits program. “Benefits by Design” includes medical, dental, life insurance and long-term disability coverage options. In addition, eligible employees may participate in the Dependent Care and the Health Care Spending Accounts. Employees may change options during the annual flex open enrollment period. If no

changes are made, the same options will remain in effect for the rest of the year until they make a change. To continue participation in the Dependent Care and/or the Health Care Spending Accounts, employees must make an annual election. Coverage for newly hired and newly benefit eligible employees, and their dependents under the “Benefits by Design” flexible benefits program is effective the first (1st) of the month following the completion of ninety (90) days from date of hire or the date they become benefit eligible.

290 See Appendix B for a list of co-payments effective January 1, 2017 for some of the most commonly used medical care services under the Basic Plan, Mid Plan and High Plan of the Flexible Benefits Program.

291 Employees who were covered by Contributory Life insurance as of December 31, 1996 continue to have coverage equal to two times their annual salary up to a maximum of \$500,000, and Accidental Death and Dismemberment (AD&D) coverage in addition to any life insurance coverage they may have chosen under the “Benefits by Design” flexible benefits program.

292 Default Plan

293 The Default Plan is provided only to Regular employees (not their eligible dependents) scheduled to work twenty (20) hours or more per week who do not make elections under the “Benefits by Design” flexible benefits program during the election period. Regular employees scheduled to work fewer than twenty (20) hours per week and their eligible dependents are not eligible to participate in the Default Plan. The Default Plan provides Health Plan (with Supplemental Medical) and Life Insurance equal to one times the employee’s annual salary to a maximum of \$50,000.

294 Employees under the Default Plan do not have dental or long-term disability benefits and are not eligible to receive flex credits. The Default Plan will remain in effect for the rest of the year until the next flex open enrollment period when employees may make changes and/or add eligible dependents to their coverage.

295 Employer Funding

296 The Employer shall provide flex credits to fund benefits at 100% for regular employees scheduled to work 32 hours or more per week. Regular employees scheduled to work 26 to 31 hours per week will receive funding at 80%. Regular employees scheduled to work 20-25 hours per week will receive funding at 60%.

297 A. Ninety (90) - Day Plan

298 The Employer shall fund the benefits covered under the Ninety (90)-Day Plan for Regular Full-Time employees and their eligible dependents. Regular Part-Time employees who are regularly scheduled to work less than sixty-four (64) hours per pay period have a cost share for the Ninety-Day Plan.

299 B. “Benefits By Design” Flexible Benefits Program

300 The Employer shall provide flex credits to fund the benefits covered under the KFHP Mid-Level Plan option (with Supplemental Medical) and the Basic Dental Plan option for Regular employees and their eligible dependents. The Employer shall provide flex credits to fund the 50% Long Term Disability coverage option, and life insurance coverage at thirty-one cents (0.31) per one thousand dollars (\$1,000) of coverage, up to one (1) times the employee’s annual salary.

301 C. Default Plan

302 The Employer shall fund the benefits covered under the Default Plan for eligible employees only.

303 Coverages, limitations and exclusions of the foregoing Health and Welfare Plans, Dependent Care and Health Care Spending Accounts coverages are established and governed by the Employer’s service agreements with respective providers, insurance carriers, Plan Documents, and Summary Plan Descriptions. Further information can be found in the TPMG Benefits For You Booklet.

304 **ARTICLE XXIII – PAID TIME OFF (PTO) PROGRAM**

305 Description - The Paid Time Off (PTO) Program consists of four (4) components:

1. Designated Holidays
2. Paid Time Off (PTO) Banks
3. Extended Sick Leave (ESL)
4. Short-Term Disability (STD)

306 **Section 1 – Designated Holidays**

307 The following days shall be observed holidays and holiday pay will be paid for the shift in which the majority of the hours are worked on the holiday to an annual limit of fifty-six (56) hours per calendar year.

- 308 New Year’s Day
Labor Day
Presidents’ Day
Thanksgiving Day
Memorial Day
Christmas Day
Independence Day

309 When a holiday falls on a scheduled day off, the employee may either be paid eight (8) hours, or a prorated rate based on the employee's regularly scheduled hours, for the holiday or may take another eight (8)-hour or prorated day off with holiday pay within thirty (30) days.

310 When an employee works on a holiday he/she may either be paid an additional eight (8) hours for the holiday or may take another day off as holiday within thirty (30) days. Employees may flex hours to make up hours when a holiday falls on a day that they are normally scheduled for more than eight (8) hours. Employees may also use extra holiday hours, ATO, or PTO hours to make up the additional hours.

311 **Section 2 – Paid Time Off (PTO) Banks**

312 The Paid Time Off hours are to be used for paid time off away from work such as occasional illnesses, leisure time, religious observances, family needs and appointments.

313 Bargaining unit member requests for pre-planned PTO time will be considered and granted based upon operational needs. Employee requests for pre-planned PTO will not be unreasonably denied.

314 If an employee reports to work and becomes ill, or has to leave the clinic due to an emergency, sick child or for some compelling reason, he/she will be paid for the day as if it were a normal work day. There is no deduction from PTO. Additionally, if an employee has a scheduled MD appointment during a normal work shift, there is no deduction from PTO, he/she will also be paid for the day as if it were a normal workday. If, however, the employee wants to schedule pre-planned time away from work for personal business or on-going medical appointments, he/she should consider the following:

- Using ATO (ATO is accrued time off that may accumulate to a maximum of 80 hours. Employees should use ATO prior to PTO since it is not a vested benefit);
- Flexing his/her schedule if he/she wants no deduction in time (provided such is accomplished during normal office operating hours);
- Using PTO;
- Using Educational Leave (for approved courses).

315 Individual circumstances require judgment and reasoning and should be agreed upon between the affected staff member and manager.

316 Regular full-time employees accrue Paid Time Off on a monthly basis in accordance with the schedule below (pro-rated for regular part-time employees):

YEARS OF SERVICE	MONTHLY PTO ACCRUAL	YEARLY PTO ACCRUAL
0 – 1	12.67 hours	19 days
2 – 4	16.00 hours	24 days
5 – 9	19.33 hours	29 days
10 or more	22.67 hours	34 days

317 Regular employees become eligible to take time off as it is earned based on the applicable language for the scheduling of Paid Time Off.

318 PTO Annual Bank and PTO Rollover Bank

319 All PTO hours accrued but not taken will remain in the PTO Annual Bank and will be available for use during the accrual year. Any PTO hours remaining unused at the end of the accrual year will be placed in the PTO Rollover Bank. The maximum combined accrual in the PTO Annual and Rollover Banks is five hundred (500) hours. No further accumulation of PTO hours will occur until such time as the employees use their accumulated PTO hours.

320 Holidays during PTO

321 If a designated holiday occurs during an employee's scheduled PTO period, that day shall not be charged against accrued Paid Time Off.

322 PTO In-Service Cash Out

323 Effective January 1, 2001, on an annual basis during the last quarter of each year, employees may make an irrevocable election to cash out PTO hours that they will accrue in the subsequent calendar year during a designated election period. Employees will be able to cash out PTO hours in forty (40) hour increments up to one hundred sixty (160) hours provided their election does not exceed their expected annual accrual based on their PTO service date and scheduled hours as of January 1st following the election period. The amount an employee can elect to cash out may vary from year to year.

324 During the designated election period, employees will specify the pay period(s) in which to receive the cash out(s) and the number of 40-hour increments to be cashed out based on their expected annual accrual in the upcoming year. It may take up to fourteen (14) days following the specified pay period to process the actual cash out.

325 In order to receive a cash-out, employees must have the PTO hours available in their Annual Bank at the time of the specified pay period. If at the time of the cash out there

are insufficient PTO hours available in the Annual Accrual Bank to cover the 40-hour increment(s), employees will receive the balance contained in their Annual Accrual Bank. If there are no hours available in their Annual Accrual Bank, there will be no cash out for that specified pay period.

326 Payment of Unused PTO Hours at Retirement or Termination

327 The combined balance of employees' PTO Annual and PTO Rollover Banks will be paid upon retirement or termination.

328 Financial Hardship Payment from the PTO Bank

329 Employees are eligible to request financial hardship payouts from their PTO Banks in accordance with the Employer's financial hardship policy.

330 **Section 3 – Extended Sick Leave**

331 Extended Sick Leave (ESL) hours are to be used for illnesses or injuries which prevent employees from working for longer than seven continuous calendar days. Employees may use their ESL on the 1st day of hospitalization. Hospitalization is defined as an in-patient or outpatient surgical procedure whereby the physician has prescribed time off in excess of one day for recovery. Employees may use ESL hours without an approval for State Disability Insurance (SDI) or Workers' Compensation benefits. If employees are eligible for SDI or Workers' Compensation benefits, payments will be integrated with ESL/PTO.

332 Regular full-time employees accrue four (4) hours of ESL per month, or six (6) days per year in their ESL Bank. ESL for regular part-time employees will be prorated based on scheduled hours. There is no limit on the number of ESL hours that can be accumulated.

333 Holidays During ESL

334 If a designated holiday occurs while an employee is on ESL, that day shall not be charged against accrued ESL.

335 Unused ESL Hours at Retirement or Termination

336 Upon retirement or termination for any reason, employees will not be paid for any unused hours remaining in their ESL Bank. However, employees with a balance of five hundred (500) or more ESL hours in their pre-2010 ESL bank at the time of retirement or termination will receive Credited Service under the Kaiser Permanente Retirement Plan equal to the number of hours remaining in their pre-2010 ESL Bank. Employees who are at least age 55 and have at least 15 years of service under the pension plan when they terminate employment are eligible to have hours remaining in their post-2009 ESL bank converted at 80% to a Health Reimbursement Account (HRA).

337 Terms and definitions of the Retirement Plans and of the HRA Plan are contained and governed by the respective Plan Documents.

338 **Section 4 – Short Term Disability**

339 Short Term Disability (STD) is provided to Regular employees when they become eligible for “Benefits by Design”. STD is available after regular employees have exhausted hours available in their Extended Sick Leave Bank and continues up to six (6) months from the date of disability, or until no longer disabled, whichever occurs earlier. The STD benefit is based on the employee’s base salary in effect at the time (s)he is initially disabled. STD coverage provides 50% of base salary, or 60% if integrated with SDI or Workers’ Compensation.

340 **ARTICLE XXIV – HEALTH & WELFARE BENEFITS FOR RETIREES**

341 **Section 1 – Health Plan**

342 A. **Retiree Health Plan Coverage for Current Retirees Prior to January 1, 2017**

343 A “Current Retiree” means an employee who retires on or after the effective date of this Agreement, and before January 1, 2017.

344 Through December 31, 2016, Retiree Medical Coverage remains unchanged for eligible Current Retirees.

345 Employees retiring with fifteen (15) years of service and are age fifty-five (55) or older receive medical coverage when they become eligible for and participate in Medicare Parts “A”, “B” and “D”. Eligible retirees and their eligible dependents receive coverage under the Kaiser Foundation Health Plan known as “Senior Advantage” or the Preferred Provider Option (PPO) Plan coordinated with Medicare. In the event that the cost of the PPO Plan exceeds the Health Plan coverage, the retiree will bear the cost difference. The employee and spouse or eligible domestic partner must enroll in Medicare Parts “A”, “B” and “D” when first eligible to have continued Health Plan or PPO coverage. If the employee chooses the Kaiser Foundation Health Plan option, the employee and spouse or eligible domestic partner must assign all Medicare benefits to Kaiser Permanente. Employees hired prior to February 1, 1986, are covered under the Medicare Reimbursement program, and will be reimbursed for standard Medicare Part B premiums. Employees hired on or after February 1, 1986, will not be reimbursed for Medicare.

346 Retiree medical coverage is extended to the retiree’s spouse or eligible domestic partner and eligible dependent children. Physically or mentally disabled children are covered regardless of age, provided such disability occurred prior to the dependent children turning age twenty-six (26). The retiree may need to provide annual certification of disability and dependency. Upon the death of the retiree,

coverage continues for the surviving spouse until remarriage or death, for the eligible domestic partner until marriage, reentering a domestic partnership or death, and for surviving dependent children until they no longer meet the eligibility requirements.

347 Employees hired prior to February 1, 1986, who meet the eligibility requirements for early retirement (i.e., age 55 and 15 years of service, or age plus years of service = 75), normal retirement (age 65), or postponed retirement (over age 65), and their eligible dependents will receive Health Plan (with vision benefits), dental, and retiree life insurance coverage immediately upon retirement, and Medicare reimbursement for standard Part B premiums as applicable.

348 Employees hired on or after February 1, 1986, and are age 55 or older, with at least 15 years of service when they retire, and their eligible dependents will receive Health Plan coverage (without vision benefits) upon participation in Medicare (generally age 65). Retiree life insurance coverage is provided at retirement.

349 B. Retiree Medical Program for Active Employees on or After January 1, 2017

350 B.1. – Retiree Health Plan Coverage for Active Employees on and After January 1, 2017

351 Retiree Medical Program “Eligibility” For Active Employees

352 Category 1. Is an active employee who was hired before January 1, 2017, and who is age fifty-five (55) or older with fifteen (15) or more years of service upon termination. A year of service is defined as 1,000 compensated hours or, if more favorable, as otherwise defined under the rules existing prior to January 1, 2017. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

353 Category 2. An active employee hired on or after January 1, 2017 who is age fifty-five (55) years or older with twenty (20) or more years of service upon termination. A year of service is defined as two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

354 Retiree Medical Program “Medical Subsidy” For Category 1 and 2 Employees

355 Category 1. Upon attainment of age sixty-five (65) or older, or Medicare-eligibility if earlier, a Category 1 retiree shall receive a Medical Subsidy toward enrollment in the Northern California Region Kaiser Permanente Senior Advantage Plan (“KPSAP”) or as further described in the “Medical Subsidy” rules below. The Medical Subsidy for 2017 shall be equal to the greater of \$186 per month or the monthly plan premium of the highest cost individual Northern California Region

Kaiser Permanente Senior Advantage Plan or its successor as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year. A Category 1 Retiree's spouse or eligible domestic partner shall receive a Medical Subsidy equal to one hundred percent (100%) of the retiree's Medical Subsidy. The 100% Medical Subsidy for a spouse or eligible domestic partner will not apply until the retiree attains age sixty-five (65). If the Category 1 retiree's spouse or domestic partner is not yet Medicare eligible when the Retiree attains age 65, the spouse or domestic partner shall be covered under the active employee plan in effect, until attainment of age sixty-five (65) or Medicare-eligibility if earlier. A Category 1 retiree's eligible dependent child and disabled dependent child shall be covered under the active employee plan in effect at the time that the eligible dependent receives services. The Retiree Medical Program for a Category 1 retiree's eligible dependents (spouse, domestic partner, and/or eligible children) will not apply until the retiree attains age 65 or Medicare eligibility. Eligible spouse/domestic partner, or eligible disabled dependent children, who are not yet Medicare eligible, must enroll in Medicare and Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain retiree medical coverage.

356 Category 2. A Category 2 retiree, his or her spouse or domestic partner, and his or her dependent child will not receive a Medical Subsidy.

357 Retiree Medical Program "Medical Subsidy" Rules of Application (Category 1 only)

358 If the Medical Subsidy amount exceeds the premium costs, then the excess amount will be forfeited. Any cost of medical coverage above the Medical Subsidy shall be borne by the retiree. A retiree who does not pay the retiree's share of KPSAP premiums shall lose coverage in accordance with KPSAP terms. If a retiree does not pay the retiree's share of KPSAP premiums for his or her Medicare-eligible spouse or domestic partner, the spouse or domestic partner shall lose coverage in accordance with KPSAP terms. Within the Northern California Region or another Kaiser Permanente Service Area, Medical Subsidy applies only for KPSAP coverage (and not for any non-Kaiser Permanente plan). A retiree must enroll in Medicare Parts A & B and any other relevant Parts of Medicare, assign his or her Medicare rights to the applicable Kaiser Permanente Plan, and take such other action as the applicable Kaiser Permanente Plan determines is necessary to assign/coordinate Medicare. The spouse or domestic partner must also take the same actions when eligible. If a Category 1 retiree and/or his or her eligible dependents reside outside of a Kaiser Permanente service area, the Medical Subsidy can be used for any medical premiums permitted by the Internal Revenue Code.

359 The Medical Subsidy for a Category 1 retiree, for his or her spouse or eligible domestic partner, and coverage for the Category 1 retiree's eligible dependent children, shall not apply until the Category 1 retiree attains age 65 or is Medicare eligible unless the retiree meets the definition of Category 3: Disabled Employees

as described in Section 2.

360 In the event of a Category 1 retiree's death, the 100% Medical Subsidy for a surviving spouse or eligible domestic partner will continue for the survivor until remarriage/recommitment or death.

361 Retiree Medical Health Reimbursement Account ("HRA") For Category 1 and 2 Employees

362 A Category 1 employee will receive an Employer allocation to an unfunded Retiree Medical Health Reimbursement Account ("HRA") at the time of retirement in the amount of \$1,000 per year of service. A year of service is equal to 1,000 compensated hours or as otherwise defined under the rules existing prior to January 1, 2017. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

363 A Category 2 employee will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of \$1,000 per year of service up to a maximum of thirty-five (35) years. A year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

364 Retiree Medical HRA Rules of Application

365 The following rules shall apply to reimbursements from the Retiree Medical HRA:

- 1) A retiree may access the Retiree Medical HRA for reimbursement of IRS approved expenses (with limitations described in paragraphs 2) and 3) below) upon attainment of age sixty-five (65). A retiree who becomes Medicare-eligible prior to age sixty-five (65) may access the Retiree Medical HRA prior to age sixty-five (65).
- 2) For a retiree residing within a Kaiser Permanente Service Area, reimbursements shall be limited to the KPSAP (or other plans offered by Kaiser Foundation Health Plan) coverage costs, consisting of premiums in excess of the Medical Subsidy and deductibles or co-payments required for covered services under KPSAP (or other plans offered by Kaiser Foundation Health Plan).
- 3) A retiree residing outside the Kaiser Permanente Service Area may receive Retiree Medical HRA reimbursements for any Medicare supplemental plan costs, consisting of Medicare supplemental plan premiums in excess of the Medical Subsidy, and Medicare supplemental plan deductibles or co-payments, based on guidelines issued by the Internal Revenue Service.

- 4) To the extent the Retiree Medical HRA mechanism is not available for a retiree's same-sex spouse or domestic partner, due to federal tax limitations, this paragraph shall apply. If an eligible retiree has an eligible domestic partner or same-sex spouse who is not a dependent as defined in the Internal Revenue Code, one-third (1/3) of the amount that otherwise would be allocated to the Retiree Medical HRA will instead be paid out in cash to the retiree within ninety (90) days of the later of the date the retiree attains age sixty-five (65) or separates from service. The amount described in this section shall, in no event, be paid later than the end of the applicable calendar year (or the 15th day of the third month after the applicable event, if later).
- 5) In the event of a retiree's death, any balance in the Retiree Medical HRA will be available for the benefit of the retiree's surviving spouse or domestic partner who is an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner may access the Retiree Medical HRA for reimbursement of eligible medical expenses, subject to the same Retiree Medical HRA Rules of Application in sections 2) and 3) above, when the retiree would have been eligible to access the HRA. Any balance in the Retiree Medical HRA will remain available until remarriage, entering a new domestic partnership or death.

366 B.2. – Retiree Medical Program for Disabled Employees on or After January 1, 2017

367 Retiree Medical Program “Eligibility” for Disabled Employees on or After January 1, 2017

368 Category 3. An active employee who is eligible for employer-paid health benefits as an active employee, who retires (separates from service) on or after January 1, 2017, after becoming disabled, and who has at least fifteen (15) years of service and who is eligible for disability benefits under Title II of the Social Security Act. For the purpose of determining an employee's eligibility under Category 3, a year of service is defined as one thousand (1,000) compensated hours or, if more favorable, as otherwise defined under the rules existing prior to January 1, 2017. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

369 Retiree Medical Program “Medical Subsidy” For Disabled Employees

370 A Category 3 disabled retiree shall be entitled to a Medical Subsidy equal to the greater of \$186 per month or the monthly plan premium of the highest cost individual Northern California Region Kaiser Permanente Senior Advantage Plan or its successor ("KPSAP") as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year. Unless the Category 3 disabled retiree also meets the requirements in Category 1, a Category 3 disabled retiree's

spouse, eligible domestic partner and non-disabled children shall not receive a Medical Subsidy. Disabled dependent children shall be covered under the active employee plan in effect at the time services are received. If the Category 3 disabled retiree also meets the requirements in Category 1, see Category 1, above for 100% Medical Subsidy for spouse/domestic partner, and for coverage for non-disabled children.

371 The Retiree Medical Program “Medical Subsidy” Rules of Application above, for Category 1 Retirees shall also apply for Category 3, Disabled Retirees.

372 Employer Allocation to Retiree Medical Health Reimbursement Account (“HRA”) For Disabled Employees

373 A Category 3 disabled retiree will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of \$15,000 or \$1,000 per year of service based on a one-thousand (1,000) hour compensated year or as otherwise defined prior to January 1, 2017, if more favorable. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

374 The Retiree Medical HRA Rules of Application above for Category 1 and 2 retirees shall also apply to Category 3, Disabled Retirees.

375 C. Retiree Medical Program for Current Retirees On and After January 1, 2017

376 A “Current Retiree” means an employee who retires on or after the effective date of this Agreement, and before January 1, 2017. An employee “retires” before January 1, 2017 if he or she has a termination of employment defined as:

- 1) After attaining at least age 55 with 15 or more years of Service, or
- 2) If hired on or after October 13, 2000, after attaining eligibility for income benefits under Title II of the Social Security Act with 10 or more years of Service, or
- 3) If hired on or before February 1, 1986, after attaining at least age 55 with 15 or more years of service, or after the employee’s age plus years of service are at least 75.

377 Categories of Current Retirees as of January 1, 2017

378 Category 4. Effective January 1, 2017, a Current Retiree who attained age 75 before January 1, 2017, shall receive the retiree medical benefits in effect as of December 31, 2016 for that retiree, and any eligible dependents. The surviving spouse or domestic partner of a deceased Category 4 Current Retiree shall also continue to receive the retiree medical benefits in effect as of December 31, 2016.

If the pre-2017 retiree medical benefits required the retiree to pay a share of the plan cost, the retiree (or surviving spouse/domestic partner) shall continue to pay the cost-sharing. Survivor coverage shall continue for the spouse or domestic partner until remarriage/ recommitment or death.

379 Category 5. A Current Retiree who has not attained age 75 before January 1, 2017, shall receive the following Retiree Medical Program. The Retiree Medical Program for a retiree, his or her spouse or eligible domestic partner shall not apply until the retiree attains age 65 or is Medicare eligible.

380 Retiree Medical Program For Category 5 Current Retirees

381 Effective January 1, 2017, a Category 5 Current Retiree's retiree medical coverage will be equivalent to the KFHP Mid-Plan for active employees. Any changes to the active employee co-payments on or after January 1, 2017, will also be implemented for the Category 5 Current Retiree and his/her eligible spouse/domestic partner and dependent children.

382 The Employer agrees to provide to the Category 5 Current Retiree, Kaiser Foundation Hospital-Surgical-Medical benefits described as Senior Advantage integrated with Medicare, provided the Category 5 Current Retiree retired under the normal or postponed provisions of the pension plan and is eligible for and participating in Parts "A", "B" and "D" of Medicare. If the Category 5 Current Retiree retired under the early or disability provisions of the pension plan, he/she shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage at the Employer's expense upon becoming eligible for and participating in Parts "A", "B" and "D" of Medicare. Covered spouses, or eligible domestic partners, of Category 5 Current Retirees must also enroll in Parts "A", "B" and "D" of Medicare when eligible, and assign Medicare benefits to Kaiser Permanente. For Category 5 Current Retirees who were hired after February 1, 1986, such coverage shall not include optical benefits. For employees hired on or before February 1, 1986, such coverage will include vision benefits. Medicare eligible retirees and dependents, to include eligible domestic partners, will be required to enroll in the Senior Advantage Plan. The medical benefits that retirees receive from the Senior Advantage program will be equivalent to the KFHP Mid-Plan Level for active employees. Category 5 Current Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits. If a Category 5 Current Retiree moves outside the Kaiser Permanente service area, he/she will be required to pay that amount of the Out of Area or Out of Region retiree group rate which is in excess of the Senior Advantage Health Plan retiree group rate in effect on January 1 of each year for himself/herself and for any eligible spouse/domestic partner or eligible dependent child. Eligible spouse/domestic partner or eligible disabled children, who are not yet Medicare eligible, must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage. Current Retirees hired prior to February 1, 1986 are covered under the Medicare Reimbursement program, and will be

reimbursed for standard Medicare Part B premiums. Employees hired on or after February 1, 1986, will not be reimbursed for Medicare.

383 **Section 2 – Life Insurance**

384 Five-thousand dollar (\$5,000) Employer-paid life insurance coverage is provided to eligible retirees for five (5) years after retirement. Beginning on the sixth (6th) year, the coverage becomes two thousand dollars (\$2,000) for the lifetime of the retiree.

385 Or, for retirees who were hired prior to January 1, 1997 and have the Contributory Life insurance of Twice their Annual Salary at the time of retirement, the coverage will continue for one (1) month after retirement, and thereafter taper by one percent (1%) each month for seventy-five (75) months until it reaches the minimum of twenty-five percent (25%) of the original amount or two-thousand dollars (\$2,000), whichever is greater.

386 If employees retire at or before age sixty-five (65), their life insurance will begin tapering based on the amount of coverage in effect at their retirement date. If they retire after age 65, their life insurance will begin tapering based on the coverage amount in effect at age 65 as if they had retired at that time.

387 Coverage, limitations and exclusions of the foregoing Health and Welfare benefits for retirees are established and governed by the Employer's service agreements with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

388 **ARTICLE XXV – RETIREMENT PLANS**

389 **Section 1 – Pension**

390 The Employer shall provide a Defined Benefit Pension Plan. The full cost of the Plan will be paid by the Employer. The pension formula shall be 1.45% of Final Average Pay multiplied by all years of Credited Service with no Social Security offset. Employees on the payroll as of October 13, 2000 were grandfathered into the previous pension plan with the formula of 1.5% of Final Average Pay multiplied by all years of Credited Service with no Social Security Offset.

391 Credited Service in Kaiser Permanente Employees Pension Plan ("KPEPP"), for calendar years starting January 1, 2003 is defined as a year in which a participant has 1800 or more compensated hours. Credited Service in KPEPP for calendar years before 2003, and Credited Service in the previous pension plan is defined as a year in which a participant has 2000 or more compensated hours. Credited Service is prorated if there are fewer than 1800 or 2000 compensated hours, as applicable, in a calendar year. Final Average Pay is defined as the averaged highest sixty (60) consecutive months of compensation earned over the last one hundred twenty months (120) of employment.

- 392 Employees will be eligible to retire as a Normal retiree at age sixty-five (65) with at least one (1) year of service, as a Postponed retiree if over age sixty-five (65) with at least one (1) year of service, and as an Early retiree with a minimum age of fifty-five (55) and a minimum fifteen (15) years of service. Employees who terminate with five (5) or more years of service, prior to being eligible to retire, are vested in the Plan.
- 393 A Year of Service is defined as 1,000 or more compensated hours in a calendar year. There is no proration of service years.
- 394 The Employer shall provide a qualified Pre-retirement Survivor Annuity to active employees vested in the Kaiser Permanente Pension Plan at no cost to the employee. This benefit provides a monthly annuity to the surviving spouse or domestic partner from the Plan. This benefit is payable on the date the employee would have been eligible for Normal retirement. However, the spouse or domestic partner may elect to receive a reduced benefit payable on the date the employee would have become eligible for Early retirement.
- 395 Terms and definitions of the Retirement Plans are contained and governed by the respective Plan Documents.
- 396 Joint Committee to Review Pension Benefits
- 397 A joint committee will be established to review the pension benefits provided in Article XXV of this Agreement. The joint committee will explore alternative retirement income programs for the purposes of controlling costs and liabilities as well as ensuring reasonable and predictable income is available to eligible employees. The joint committee will provide timely annual summaries of its progress and make recommendations and, where appropriate, the parties will agree to changes for new employees.
- 398 **Section 2 – Tax Deferred Retirement Savings**
- 399 The Employer provides employees with a voluntary, tax deferred, retirement savings plan, The Kaiser Permanente 401(k) Retirement Plan. The 401(k) Retirement Plan is governed by the plan documents as amended from time to time. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.
- 400 An employee with one (1) or more years of service, who contributes to the 401(k) Plan will be eligible for the Employer Contribution Match program. The Employer will make contributions to match 100% of the eligible employee's contribution, up to 1.25% of the employee's salary. The Employer contributions will vest in increments of 20% per year, with participants becoming fully vested in the Employer contribution after five (5) years of service.
- 401 The 401(k) plan is governed by the plan documents as amended from time to time.

402 **ARTICLE XXVI – UNION REPRESENTATION**

403 **Section 1 – Union Staff Representatives**

404 A duly authorized Union Staff Representative shall have access to the facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit employees.

405 It is understood by the parties that Union Staff Representatives have legal obligations as employee representatives and, as such, have access rights beyond those of the public and other non-employees.

406 Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.

407 When entering any of the Employer’s facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.

408 Union Staff Representatives may confer with an employee and/or his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee, but such conference should not interfere with the work of the employee or the delivery of patient care.

409 **Section 2 – Union Shop Stewards**

410 Periodically, the Union will notify the Employer in writing the names of duly authorized Union Shop Stewards.

411 The Employer agrees that there will be no discrimination against the Shop Steward because of Union activity.

412 Shop Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business. Stewards shall not lose pay because of their participation in activities related to grievances, investigations or disciplinary meetings.

413 **Section 3 – Union Bulletin Boards**

414 The Employer will provide adequate space at each facility for posting Union communications. In the event the Union demonstrates the need for a glass-enclosed, locked bulletin board, such shall be provided for the Union’s use.

415 **Section 4 – Steward Training**

416 Thirty two (32) Shop Stewards will be provided six (6) days day per year to participate

in stewards training sponsored by the Union. The Employer will make every effort to release employees subject to operational need. Stewards that attend stewards training on a regularly scheduled day of work shall be paid for the number of hours at the straight-time rate the employee would have received had he/she worked that day.

417 **Section 5 – Bargaining Committee**

418 The Employer will pay up to eight (8) employees who are members of the Union contract bargaining committee “release time” for participation in the collective bargaining sessions. Such pay shall not exceed the number of hours at the straight-time rate the employee would have received had he/she worked that day.

419 **ARTICLE XXVII – PERFORMANCE EVALUATIONS**

420 Performance evaluations shall be based on objective and observable behaviors or activities as outlined in job descriptions. Performance evaluations are to be used as a teaching tool, provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

421 Performance evaluations are not intended to be used as a means of discipline; therefore, the contents of such evaluations will not serve as a basis to deny transfer rights or promotions. Employees shall be provided performance evaluations annually and given a written copy of the performance evaluation document. Employees shall sign and date such material only as proof as receipt.

422 Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee’s personnel file.

423 Performance evaluations shall not be grievable.

424 **ARTICLE XXVIII – JOB DUTIES AND WORKLOAD DISTRIBUTION**

425 **Section 1 – Job Duties**

426 Management shall consider the competency and interest of staff when considering changing duties and/or assignments. In the interest of collaboration, staff will be allowed input into the changes in duties and/or assignments and be given preparation time and training as needed when their position responsibilities change. The final decision for changes in duties and/or assignments of staff remains with the chief and/or his/her designee.

427 **Section 2 – Workload Distribution**

428 It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for employee safety.

429 When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker.

430 **Section 3 – Schedule Management**

431 In order to provide more individual return time, it is the Employer's intent to construct therapist profiles to allow for four (4) individual/family returns for every one (1) new psychotherapy intake.

432 • New includes "N", "A" and "U" appointment types. Any patient not seen by the individual therapist within the previous twenty-four (24) months should be booked as an "N," unless the patient is being seen as coverage for another therapist. Assigned groups, meetings, case consultation conferences, and supervision time are excluded from this ratio.

433 • The 4:1 ratio does not apply immediately to new employees, or to employees returning from an extended leave where patient caseloads have been substantially reduced, or employees who have been newly assigned individual psychotherapy time. Such employees can expect to have a ratio less than 4:1 until a case load is established.

434 • To ensure ongoing adequate access, when a ratio of 4:1 cannot be maintained for greater than one (1) month, the Employer's intent will be to refer patients to providers outside the bargaining unit, including, at the Employer's sole discretion, non-KP providers, in order to return to a 4:1 ratio, as needed, by facility. If it is necessary to refer out for longer than three (3) months in a department, the Employer will adjust staffing in the department as needed in order to return to a 4:1 ratio, except in cases where the need to refer out is temporary, for example where it is due to employee leaves. While the Employer's intent is as stated above, the Union recognizes that circumstances may require modification of new to return ratios in order to maintain appropriate access for new patients.

435 • When therapists are scheduled to work in clinic, unless they are assigned to other specific duties by management, such as triage, groups, meetings, case consultation conferences, and or supervision, all of their remaining time is potentially available for individual/family therapy appointments. Of the time potentially available for individual/ family therapy, therapists are expected to average over three months at least 75% seen direct patient care. Booked and registered in person, video, collateral, and phone visits count toward the 75% standard. This schedule management proposal only applies to time spent on individual adult and child therapy within the department of Psychiatry. It does not apply to Chemical Dependency, Behavioral Medicine, Early Start, Autism Spectrum Disorder Evaluation Center, IOP, and Neuropsychology time.

- 436 • Providers will have individual discretion how to use the time created by patients failing to keep appointments (FTKA), including performing indirect patient care functions not able to be completed in the scheduled IPC time. Providers are encouraged to use a portion of FTKA and un-booked time for booked and registered clinical appointments (e.g., TAV's; assisting with drop-ins, seeing additional new patients, etc.), in order to achieve the schedule management standard.
- 437 • The Employer will develop metrics to measure and report the amount of time spent in direct versus indirect patient care. Facility and region-wide reports will be shared with all staff at staff meetings. Individual reports will be shared individually.
- 438 • Direct patient care is defined as time that is booked, registered and spent seeing the patient or the patient's family member and includes, booked and registered in-person visits, TAV's, video visits and collateral visits.
- 439 • The overall goal will be 75% of patient care time is direct seen time and 25% is indirect patient care time (made up of assigned IPC, FTKA and un-booked time). The parties agree to work collaboratively to jointly develop incentives to encourage attainment of this goal. The Employer will also share best practices with all employees and may make suggestions to individuals on how to improve efficiency.

440 **Section 4 – Referral of Cases**

441 In order to meet the needs of our patients, the Employer may, at its discretion, assign patients to outside providers when appointments are not available within timeframes consistent with appropriate psychiatric care and/or as required by law. The use of any such outside assignment of patients will not result in the elimination of bargaining unit positions.

442 **ARTICLE XXIX – CORRECTIVE ACTION PROCEDURE**

443 The Corrective Action Procedure shall be applied and relied on by both parties as the basic means of progressive discipline. It is intended to be an open process that utilizes a problem solving approach to address issues and explore alternatives to correct performance and/or behavioral concerns using a “just cause” standard. All disputes arising out of the Corrective Action Procedure shall be subject to the Grievance/Arbitration Procedure, however, once an employee has agreed to any Level in writing within the Corrective Action Procedure, that Level is not grievable.

444 No employee shall be disciplined or discharged without just cause. Any employee who is discharged shall be informed in writing at the time of the discharge of the reason(s) for the discharge.

445 Supervisors shall ask the employee if he/she wishes the presence of a Union Steward and/or Union Staff Representative in any meeting or investigation that may result in

discipline. The selection of a union representative shall not unduly delay the proceeding.

446 It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.

447 In the event the Employer disciplines or discharges an employee, the Employer will, at the request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

448 Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions, and shall have that response attached to the relevant material.

449 **Section 1 – Corrective Action Procedure**

450 A. **Level 1 – Oral Reminder**

451 The manager/supervisor meets privately with the employee and a representative of the Union (unless such representation is refused), to clarify the performance and/or behavioral issue(s). The manager/supervisor's primary role at Level One is to gain the employee's understanding and agreement to solve the problem.

452 The focus of the oral reminder is to remind the employee that (s)he has a personal responsibility to meet reasonable standards of performance and/or behavior. The supervisor/manager and employee should use this opportunity to problem-solve the issues, clarify expectations, and explore and agree upon behavioral changes including measurements of achievement and time lines.

453 B. **Level 2 – Individual Action Plan**

454 This is the second level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue.

455 At this level the supervisor/manager will meet privately with the employee and a representative of the Union (unless such representation is refused), to revisit the issues/problems, and clarify the need for the employee to meet reasonable standards of performance and behavior. This discussion will include a review of the progress made by the employee based on input at Level 1; the joint development of a written Individual Action Plan; and the time frame in which the employee is expected to meet performance and/or behavioral standards. The employee and supervisor should both sign the Individual Action Plan.

456 C. Level 3 – Corrective Action Plan

457 This is the third level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue, or if the employee refused to sign the Individual Action Plan at Level 2.

458 At this level the supervisor/manager will meet privately with the employee and a representative of the Union (unless such representation is refused), to revisit the individual action plan, timelines, and progress made under the Individual Action Plan.

459 The preferred outcome of this meeting is that the supervisor/manager and the employee, through a collaborative process, will mutually agree and sign a Corrective Action Plan. However, if the employee refuses to acknowledge the issue or if agreement cannot be reached, the supervisor/manager will prepare the Corrective Action Plan necessary for the employee to correct performance and/or behavioral issues. In these circumstances, the supervisor/manager may unilaterally implement the Corrective Action Plan after notification to the employee.

460 D. Level 4 – Day of Decision

461 This is the fourth level of the Corrective Action Procedure and should be utilized if the employee has not shown improvement in performance and/or behavioral problems after having gone through Level 3 of the Corrective Action Procedure.

462 At the conclusion of the follow-up meeting at Level 3, and after having determined that prior efforts have failed to produce the desired changes, a meeting will be scheduled between the supervisor/manager and the next higher level manager/chief, the employee, the union steward and the next higher union representative (unless such representation is refused) to discuss the continuing problem. The purpose of this meeting is to review the continuing performance and/or behavioral issues and the lack of improvement.

463 If management decides to invoke the Day of Decision, the next higher level manager will explain the severity of the situation to the employee and will place the employee on a paid Day of Decision. (The Day of Decision is paid to demonstrate the Employer's commitment to retain the employee.) The higher level manager will stress the need for the employee to use the Day of Decision as a day of reflection and choice. The employee has the opportunity to choose to change his/her performance and/or behavior and return to the organization, or voluntarily sever the employment relationship. Management will document the meeting in a memorandum, which will include the date, location, attendees, and summary of the discussion.

464 Upon the employee's return, the supervisor/manager, the employee, and the union representative (unless such representation is refused), will meet to review the

employee's decision. If the employee's decision is to change his/her performance and/or behavior and continue employment, the supervisor/manager, employee and Union representative (if any), will meet to develop and sign a Last Chance Agreement. The Last Chance Agreement will include a Final Corrective Action Plan.

465 E. Level 5 – Termination

466 Termination is the final level of the Corrective Action Procedure and should be utilized if performance and/or behavioral issues still persist despite the Oral Reminder, Individual Action Plan, Corrective Action Plan, and Day of Decision.

467 **Section 2 – Purging of Documentation**

468 Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of issuance except when there are other materials of the same or related nature. It is understood that while the employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify further disciplinary action.

469 **Section 3 – Maintenance of Documentation**

470 In order to satisfy governmental record keeping requirements, purged documentation will be maintained by the Employer in a separate file to which supervisors/managers do not have access.

471 **Section 4 – Investigatory Suspensions**

472 In situations where the Employer determines that removal of an employee is warranted due to the nature of a reported incident or allegation, such employee will be placed on a paid investigatory suspension. At the conclusion of the investigatory suspension, the Employer will determine at what level, up to and including Level 5, to place the employee in the Corrective Action Procedure.

473 **Section 5 – Acts of Gross Misconduct**

474 Acts of gross misconduct and/or gross negligence will subject the employee to an accelerated level in the Corrective Action Procedure, up to and including Last Chance Agreement or Termination.

475 **ARTICLE XXX – ISSUE RESOLUTION**

476 The parties agree to consider, for selected issues or concerns an issue resolution process. Management, employee(s) and/or union representative(s) may confer with the Chief and request the formation of an ad hoc issue resolution committee. Such committees shall be formed only if mutually agreed to by both parties.

477 The issue resolution committee will meet and attempt to reach a resolution of the issue using an interest-based problem solving approach and methodology. Encouragement of participation and communicating openly, timely, constructively and respectfully, without fear of retribution, are necessary components to make issue resolution efforts sincere and effective. The individual bringing the issue forward must stay actively involved in the search for the solution. Any recommended resolution must be reached by the committee through consensus and mutual agreement. The Chief has the authority to accept or reject the committee's recommendation. The issue resolution committee should establish timelines for the procedure, being mindful that this process is intended to bring timely solutions to everyday workplace issues and concerns. If a mutually agreeable solution is not reached within the established timelines, or the Chief rejects the committee's recommendation, the employee and/or the Union has seven (7) calendar days to file at Step 1 of the Grievance Procedure.

478 **ARTICLE XXXI – PROFESSIONAL PRACTICE COMMITTEES**

479 **Section 1 – Local Professional Practices Committee**

480 In order to develop and maintain a collaborative environment in which quality patient care and constructive dialogue are enhanced, Professional Practices Committees (PPC) will be established. The PPCs will be composed of chiefs and/or managers and employees representing classifications within the bargaining unit. Management will select up to three (3) representatives and the Union will select up to three (3) representatives.

481 PPCs will address issues locally through existing administrative structures at the local medical center level.

482 The objectives of the PPCs will be to:

1. Maintain and enhance professional practice
2. Improve patient service/care and access
3. Identify opportunities for operational improvement

483 A PPC may make recommendations on any new Regional or local project or initiative as identified in the objectives above. Management will take recommendations of a PPC into consideration when making decisions affecting the objectives above. Both the Union and Management acknowledge that there are times when decisions need to be made on a short timeline, and that such decisions shall not be unduly delayed waiting for recommendations from the PPC.

484 The PPCs will meet during regularly scheduled meeting times or have additional meeting times which will be Employer paid. Meeting scheduling and length will be determined by the work/project/initiative at hand, subject to approval by the Employer.

485 **Section 2 – Regional Professional Practices Committee**

486 A Regional Professional Practices Committee (RPPC) will be established, composed of up to eight (8) members. Members of the Committee will be composed of three (3) participants selected by the Union, three (3) participants selected by the Employer, the Union Field Representative/Organizer and the Employer’s Labor Relations Representative or designee, for a total of no more than eight (8).

487 The role of the RPPC is to assist in enhancing professional performance, improving quality patient care, access and service, and identifying opportunities for operational improvement (for instance addressing productivity issues such as net loss). The Committee shall not address contractual issues, including compensation or grievances.

488 The RPPC will meet four (4) hours every other month on a mutually agreeable date. RPPC members will be paid on a no loss basis for time spent participating in Committee meetings.

489 The RPPC shall provide a written quarterly report to the Regional Director of Mental Health and Chemical Dependency, which shall include a summary of issues addressed by the Committee, any action taken, any unresolved issues, and the progress of each.

490 **Section 3 – Scope of the Local and Regional Professional Practice Committees**

491 These PPC committees will not address any contractual or grievance issues, nor shall these committees have any authority to modify terms of the Collective Bargaining Agreement nor to bargain over changes in wages, hours and working conditions of bargaining unit employees. Issues that cannot be resolved by the Local PPC may be referred by mutual agreement of the parties to the Regional PPC for consultation. Issues discussed or addressed by the PPCs will not be subject to the grievance and arbitration procedure for resolution.

492 **Section 4 – Regional Contract Maintenance Committee**

493 A Regional Contract Maintenance Committee will be composed of up to six (6) members. The members will comprise two (2) participants selected by the Union, two (2) participants selected by the Employer, the Union Field Representative/Organizer or designee and the Employer’s Labor Relations Representative or designee.

494 The role of the Contract Maintenance Committee will be to assist in resolving issues related to implementation of the new Collective Bargaining Agreement between the parties.

495 The Contract Maintenance Committee will meet up to one time per month at the request of either party by providing fifteen (15) days written notice to the other party. Meeting length will be determined by mutual agreement. Contract Maintenance

Committee bargaining unit members will be paid on a no loss basis for time spent participating in Committee meetings.

496 The Contract Maintenance Committee will remain in effect for one year following ratification of the Collective Bargaining Agreement.

497 **ARTICLE XXXII – DISPUTES**

498 Work Stoppages. The Employer and the Union realize that the Employer’s facilities are different in their operations from industries because of services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts or work stoppages.

499 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the Grievance and Arbitration Procedure hereinafter provided.

500 **ARTICLE XXXIII – GRIEVANCE AND ARBITRATION PROCEDURE**

501 **Section 1 – General Principles**

502 Basic Means of Settling Grievances. The following procedure shall be applied and relied upon by both parties as the basic means of seeking adjustment of and settling grievances. Grievance, as referred to in this Article, includes every dispute concerning interpretation and application of this contract and/or any dispute concerning wages, hours, or working conditions. All such disputes shall be subject to the grievance procedure.

503 Time Limits. Except for grievances alleging errors in wages, benefits errors, or discharge, each grievance arising under this Agreement shall be presented to the appropriate party within thirty (30) calendar days after the grievant had knowledge of the event or should have had knowledge of the event. All discharge grievances shall be referred immediately to Step Two of this procedure within ten (10) calendar days from the date of discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

504 Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. Both parties agree, however, to make their best effort to abide by the time limits outlined in this Agreement. In the event the Union fails to appeal a grievance in a timely manner, the grievance will be treated as “withdrawn” by the Union. If the Employer fails to respond to the grievance within the time limits specified, the grievance may be appealed to the next step of the grievance procedure by the Union.

- 505 Mandatory Meetings. There shall be a mandatory meeting at each step of the grievance procedure unless waived by mutual agreement of the parties. Employees participating in such meetings shall not suffer any reduction in pay due to their participation.
- 506 Written Grievance Documents. All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.
- 507 Non Precedent-Setting Settlements. Grievance settlements or resolutions reached at Step One or Two of the grievance procedure shall not be precedent-setting for any purpose and shall not be used to interpret the language or associated practices of the agreement.
- 508 Good Faith Efforts to Resolve Issues. The goal of the parties is to achieve early and prompt resolutions of issues and disputes through informal and formal interest-based discussions between the steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in the Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.
- 509 Union Staff Representatives. Union staff representatives may participate at any level of the grievance procedure.
- 510 Necessary and/or Relevant Information. The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely, good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.
- 511 **Section 2 – Steps of the Grievance and Arbitration Procedure**
- 512 Step One. Step One of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.
- 513 The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor. Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels that further work at this step will not resolve the issue. Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant(s) and

the Union Steward within ten (10) calendar days. Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.

- 514 Step Two. All issues that are not resolved at Step One may be appealed to Step Two within fifteen (15) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within ten (10) calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter. Grievances regarding discharges must be initiated at Step Two within ten (10) calendar days after the action. In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration procedure. Participants in Step Two should include the employee(s), the Union Steward, the supervisor, and the human resources representative.
- 515 Step Three. All grievances that are not resolved at Step Two may be appealed to Step Three within fifteen (15) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Within ten (10) calendar days of the receipt of such appeal, a meeting shall be held including the parties' designees, Union Steward, and grievant(s). Within ten (10) calendar days after such meeting, the Employer's designee shall respond to the Union Staff Representative and other meeting participants in writing.
- 516 Step Four. In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or Designee within fifteen (15) calendar days after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.
- 517 Selection of Arbitrator. An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.
- 518 Authority of the Arbitrator. The arbitrator shall be prohibited from adding to, modifying, or subtracting from, the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new rate. However, grievances involving reclassification and upgrade are within the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator; the decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule. The award of the arbitrator shall be final and binding on both parties.

519 Cost of Arbitration. Each party shall pay one-half (1/2) the cost of the arbitration proceedings which include but are not limited to the cost of the arbitrator, court reporter and transcript for the arbitrator, if mutually agreed to as necessary, conference room costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

520 **ARTICLE XXXIV – SAFETY**

521 Kaiser Permanente will comply with applicable federal and California laws and regulations relating to Occupational Safety and Health. The Employer will promptly and thoroughly investigate any employee's expressed concern regarding the safety or healthfulness of the work environment. While the Employer agrees it will comply with all applicable regulations, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to the administrative supervisor and/or chief. Clinics are expected to address safety issues unique to the physical structure/plant and to practices of work site, and maintain its compliance through regular safety training.

522 **ARTICLE XXXV – COMPLETION OF AGREEMENT**

523 The Employer and Union expressly acknowledge and agree that they have had full and fair opportunity to bargain, have fully exercised and exhausted that opportunity to bargain regarding all mandatory and permissive subjects of bargaining, and have reached agreement as to all such proper subjects of bargaining.

524 **ARTICLE XXXVI – CONFORMITY TO LAW**

525 If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of the Agreement shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating only the provision(s) so invalidated.

526 **ARTICLE XXXVII – DURATION OF AGREEMENT**

527 Except as otherwise specifically provided, this Agreement shall be effective as of December 5, 2015, and shall continue in effect through September 30, 2018 and shall be automatically renewed from year to year thereafter, unless amended, modified, changed or terminated.

528 Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least 90 days prior to the expiration date. Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2015.

The Permanente Medical Group, Inc.

National Union of Healthcare Workers,
Integrated Behavioral Health Services

Robert Pearl, M.D.
Executive Director and CEO

Sal Rosselli
President

Christopher Comma
Chief Negotiator, Regional Director
Employee and Labor Relations

Ralph Cornejo
Chief Negotiator

Don Mordecai, M.D., Director, Mental
Health and Chemical Dependency
Services

Greg Tegenkamp
Kaiser Division Director

Valerie Boddie
Carolyn Ford-Hemann
David Frizzell
Tamara Marlett
Debra Mendlowitz
Matthew Tarran
Sue Thergesen
Mason Turner, M.D.
Marion Lim Yankowitz

Mary Ann Beach
Belinda Echeverria-Coleman
Maureen Grabowski
Kim Hollingsworth
Anthony Jannetti
Herb Klar
Mimi Lee
Alberto Matias
David Meshel
Christine Messigner
Bobbi Monette
Steve Ode
Maria Padilla-Castro
Clement Papazian
Marcy Reda
Ken Rogers
Paul Shaw
Andris Skuja

APPENDIX A - KAISER PERMANENTE FACILITIES AND WORKSITES

The following list of Facilities and Worksites will be applied to the following Articles:

- Posting and Filling Positions
- Reduction in Force
- Transfers/Promotions/Multiple Sites

FACILITY	WORKSITE (SITE)
CENTRAL VALLEY	Manteca Medical Center and Associated Medical Offices Modesto Medical Center and Associated Medical Offices Stockton Medical Offices and Associated Medical Offices
DIABLO	Antioch Medical Center and Associated Medical Offices Walnut Creek Medical Center and Associated Medical Offices Pleasanton Medical Offices and Associated Medical Offices
EAST BAY	Oakland Medical Center and Associated Medical Offices Richmond Medical Center and Associated Medical Offices
FRESNO	Fresno Medical Center and Associated Medical Offices
GSAA	Fremont Medical Center and Associated Medical Offices San Leandro Medical Center and Associated Medical Offices
NAPA SOLANO	Vacaville Medical Center and Associated Medical Offices Vallejo Medical Center and Associated Medical Offices
NORTH VALLEY	Roseville Medical Center and Associated Medical Offices Sacramento Medical Center and Associated Medical Offices
REDWOOD CITY	Redwood City Medical Center and Associated Medical Offices
SAN FRANCISCO	San Francisco Medical Center and Associated Medical Offices
SAN JOSE	San Jose Medical Center and Associated Medical Offices
SAN RAFAEL	San Rafael Medical Center and Associated Medical Offices
SANTA CLARA	Santa Clara Medical Center and Associated Medical Offices Behavioral Health Center
SANTA ROSA	Santa Rosa Medical Center and Associated Medical Offices
SOUTH SACRAMENTO	South Sacramento Medical Center and Associated Medical Offices
SOUTH SAN FRANCISCO	South San Francisco Medical Center and Associated Medical Offices

APPENDIX B – FLEXIBLE BENEFITS PROGRAM CO-PAYMENTS¹

	BASIC PLAN	MID PLAN	HIGH PLAN
Office visit co-pay	\$30	\$20	\$10
Emergency room co-pay	\$100	\$50	\$25
Outpatient surgery co-pay	\$100	\$50	\$10
Radiology/lab co-pay	0	0	0
Inpatient admission co-pay	\$250	\$100	0
Routine vision exam co-pay			
Adult	\$30	\$20	\$10
Child	0	0	0
Generic prescription co-pay	\$10	\$10	\$5
Brand prescription co-pay	\$20	\$15	\$10
Infertility drugs	50%	\$20	\$10
Annual co-pay limit			
Person	\$3,000	\$1,500	\$1,500
Family	\$6,000	\$3,000	\$3,000

¹ This chart is illustrative of co-payments for some of the most commonly used services – it is not an exhaustive list. Affordable Care Act preventive care services are provided at no charge.

APPENDIX C – WAGE SCALES

Effective December 13, 2015

Job Title	Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5	Step 6 Year 6	Step 7 Year 7	Step 8 Year 8	Step 9 Year 9	Step 10 Year 15
Behavioral Medicine Specialist (LCSW)	41.1653	42.3182	43.5024	44.7213	45.9730	47.2603	48.5840	49.9446	51.3427	53.5505
Behavioral Medicine Specialist (Psych)	52.6101	54.0831	55.5973	57.1544	58.7544	60.3998	62.0910	63.8296	65.6168	68.3925
CDRP Counselor I	26.8514	27.6032	28.3760	29.1706	29.9876	30.8270	31.6901	32.5772	33.4896	34.9064
CDRP Counselor II	29.5368	30.3638	31.2142	32.0881	32.9867	33.9101	34.8599	35.8358	36.8390	38.3974
Marriage Family Therapist Assistant	36.2356	37.2502	38.2928							
Marriage Family Therapist	41.1653	42.3182	43.5024	44.7213	45.9730	47.2603	48.5840	49.9446	51.3427	53.5505
Neuropsychologist	57.8712	59.4915	61.1573	62.8697	64.6301	66.4397	68.3001	70.2125	72.1784	75.2315
Psychiatric Social Worker Assistant	36.2356	37.2502	38.2928							
Psychiatric Social Worker (LCSW)	41.1653	42.3182	43.5024	44.7213	45.9730	47.2603	48.5840	49.9446	51.3427	53.5505
Psychological Assistant	37.2502	40.4194								
Psychologist	52.6101	54.0831	55.5973	57.1544	58.7544	60.3998	62.0910	63.8296	65.6168	68.3925
Unlicensed Case Manager	36.2356	37.2502	38.2928	39.3653	40.4676	41.6002	42.7653	43.9631	45.1934	47.1372

Effective December 11, 2016

Job Title	Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5	Step 6 Year 6	Step 7 Year 7	Step 8 Year 8	Step 9 Year 9	Step 10 Year 15
Behavioral Medicine Specialist (LCSW)	43.0177	44.2225	45.4600	46.7338	48.0418	49.3870	50.7703	52.1921	53.6531	55.9603
Behavioral Medicine Specialist (Psych)	54.9776	56.5168	58.0992	59.7263	61.3983	63.1178	64.8851	66.7019	68.5696	71.4702
CDRP Counselor I	28.0597	28.8453	29.6529	30.4833	31.3370	32.2142	33.1162	34.0432	34.9966	36.4772
CDRP Counselor II	30.8660	31.7302	32.6188	33.5321	34.4711	35.4361	36.4286	37.4484	38.4968	40.1253
Marriage Family Therapist Assistant	37.8662	38.9265	40.0160							
Marriage Family Therapist	43.0177	44.2225	45.4600	46.7338	48.0418	49.3870	50.7703	52.1921	53.6531	55.9603
Neuropsychologist	60.4754	62.1686	63.9094	65.6988	67.5385	69.4295	71.3736	73.3721	75.4264	78.6169
Psychiatric Social Worker Assistant	37.8662	38.9265	40.0160							
Psychiatric Social Worker (LCSW)	43.0177	44.2225	45.4600	46.7338	48.0418	49.3870	50.7703	52.1921	53.6531	55.9603
Psychological Assistant	38.9265	42.2383								
Psychologist	54.9776	56.5168	58.0992	59.7263	61.3983	63.1178	64.8851	66.7019	68.5696	71.4702
Unlicensed Case Manager	37.8662	38.9265	40.0160	41.1367	42.2886	43.4722	44.6897	45.9414	47.2271	49.2584

Effective December 10, 2017

Job Title	Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5	Step 6 Year 6	Step 7 Year 7	Step 8 Year 8	Step 9 Year 9	Step 10 Year 15
Behavioral Medicine Specialist (LCSW)	44.9535	46.2125	47.5057	48.8368	50.2037	51.6094	53.0550	54.5407	56.0675	58.4785
Behavioral Medicine Specialist (Psych)	57.4516	59.0601	60.7137	62.4140	64.1612	65.9581	67.8049	69.7035	71.6552	74.6864
CDRP Counselor I	29.3224	30.1433	30.9873	31.8550	32.7472	33.6638	34.6064	35.5751	36.5714	38.1187
CDRP Counselor II	32.2550	33.1581	34.0866	35.0410	36.0223	37.0307	38.0679	39.1336	40.2292	41.9309
Marriage Family Therapist Assistant	39.5702	40.6782	41.8167							
Marriage Family Therapist	44.9535	46.2125	47.5057	48.8368	50.2037	51.6094	53.0550	54.5407	56.0675	58.4785
Neuropsychologist	63.1968	64.9662	66.7853	68.6552	70.5777	72.5538	74.5854	76.6738	78.8206	82.1547
Psychiatric Social Worker Assistant	39.5702	40.6782	41.8167							
Psychiatric Social Worker (LCSW)	44.9535	46.2125	47.5057	48.8368	50.2037	51.6094	53.0550	54.5407	56.0675	58.4785
Psychological Assistant	40.6782	44.1390								
Psychologist	57.4516	59.0601	60.7137	62.4140	64.1612	65.9581	67.8049	69.7035	71.6552	74.6864
Unlicensed Case Manager	39.5702	40.6782	41.8167	42.9879	44.1916	45.4284	46.7007	48.0088	49.3523	51.4750

POST DEGREE EXPERIENCE REQUIRED FOR ASSISTANT STEP INCREASES

Psychological Assistants:

Step 1 is used only for Psychological Assistants who have fewer than 1500 hours of post-degree experience credited toward state licensure.

Step 2 is intended for Psychological Assistants who have 1500 hours or more of post-degree experience credited toward state licensure.

Psychiatric Social Worker Assistants:

Step 1 is used only for Psychiatric Social Worker Assistants who have fewer than 1600 hours of post-degree experience credited toward state licensure. In this step, there is no requirement for post-degree hours credited toward state licensure. Psychiatric Social Worker Assistants starting in Step 1 will be given 3 years to complete state licensure.

Step 2 is intended for Psychiatric Social Worker Assistants who have between 1600 and 3199 hours of post-degree experience credited toward state licensure.

Step 3 is intended for Psychiatric Social Worker Assistants who have 3200 hours or more of post-degree experience credited toward state licensure.

Marriage Family Therapist Assistants:

Step 1 is used only for Marriage Family Therapist Assistants who have fewer than 1500 hours of post-degree experience credited toward state licensure.

Step 2 is intended for Marriage Family Therapist Assistants who have between 1500 and 2999 hours of post-degree experience credited toward state licensure.

Step 3 is intended for Marriage Family Therapist Assistants who have 3000 hours or more of post-degree experience credited toward state licensure.