



**National Union of Healthcare Workers**

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Southern California Healthcare Professionals

**Collective Bargaining Agreement**  
**with**



**KAISER PERMANENTE®**

**KAISER FOUNDATION HOSPITALS**  
**SOUTHERN CALIFORNIA PERMANENTE**  
**MEDICAL GROUP**

December 17, 2015 – September 30, 2018

# **WEINGARTEN RIGHTS/STATEMENT**

## **Additional Representation Rights:**

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

## **Weingarten Rules/Statement:**

“I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

**Rule 1:** The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

**Rule 2:** After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

**Rule 3:** If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

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100 **ARTICLE I – PURPOSE**

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

200 **ARTICLE II – COURTEOUS AND RESPONSIBLE RELATIONSHIPS**

201 The Union and the Employer, including all Kaiser Permanente managers, supervisors, physicians, employees, and Union staff, agree:

202 That ethical and fair treatment of one another is an integral part of providing high quality patient care.

203 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.

204 To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty.

205 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 provision of opportunities for input into decisions when they impact people directly.

206 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 Article.

300 **ARTICLE III – MANAGEMENT’S RIGHTS**

301 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.

400 **ARTICLE IV – RECOGNITION**

401 **Section 1 – Recognition**

402 The Employer recognizes National Union of Health Care Workers, as the exclusive bargaining agent with respect to wages, hours, and working conditions for employees in classifications shown in Appendix A.

403 **Section 2 – New Classifications**

404 If the Employer establishes a new classification within the scope of work performed by classifications represented in this Agreement, an interim rate of pay shall be established. Such rate shall be presented to the Union. The purpose of this action will be to reach agreement with the Union concerning the rate assigned.

405 In the event no agreement is reached on the rate, the Employer may place the interim rate into effect, and the Union may use the grievance procedure in objecting to the rate established for the job.

406 If no grievance is filed within the time limits set forth in Article XXXIV, the interim rate shall be considered permanent by mutual agreement between the parties.

407 **Section 3 – Volunteers and Special Programs**

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

409 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.

410 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.

411 **Section 4 – Subcontracting**

412 It is not the intent of the Employer to subcontract bargaining unit work. However, consistent with current and past practice, the Employer may use subcontractors to meet operational needs, and the use of such subcontractors will not result in the elimination of bargaining unit positions.

500 **ARTICLE V – UNION SECURITY**

501 **Section 1 – Membership Requirements**

502 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.

503 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.

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

505 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.

506 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.

507 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.

508 **Section 3 – Information**

509 At the time of employment, a copy of this Agreement shall be given by the Employer to each employee. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving the names, classifications, dates of employment, and rates of pay. On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Employer will forward to the Union the names, classifications, dates of employment and rates of pay of new employees and the names of those employees who have resigned or who have been terminated.

510 **Section 4 – Employer Indemnification**

511 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.

600 **ARTICLE VI – UNION / MANAGEMENT COMMITMENT TO QUALITY SERVICE**

601 The Union and the Employer mutually recognize the importance of promoting cooperation and understanding among the Employer, the Union, and the employees and the additional importance of promoting a work environment that provides for a high degree of satisfaction for providers, employees and patients. The parties recognize the mutual benefit that may be derived from the delivery of quality medical care and the courteous and dignified delivery of services.

700 **ARTICLE VII – WORKLOAD DISTRIBUTION ISSUES**

701 **Section 1 – Equitable Workload Distribution**

702 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.

703 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.

704 **Section 2 – Workload Distribution**

705 The parties recognize and agree that there are classifications that, as part of their routine duties, perform work normally performed by members of the bargaining unit.

706 **Section 3 – Technology**

707 The parties also recognize that changes in technology, health care providers and/or methods of health care delivery may impact work performed by members of the bargaining unit. At the Union's request, the Employer will confer with the Union regarding the impact of such changes.

708 **Section 4 –Addressing Workload Issues at the Medical Center**

709 In addition, in order to address workload issues at the Medical Center level, the parties have agreed to the following:

710 Either party may initiate a request to convene a local committee to address a workload  
issue. Such a request must be in writing and outline the issues to be discussed;

711 The local committee shall consist of the following: Not more than three (3) Union  
representatives (including the appropriate field representative or steward and a member  
of the impacted classification), and not more than three (3) Employer representatives  
(including a member of the impacted classification, the Administrator or designee and the  
Human Resources Leader, or designee);

712 The party receiving such a request will arrange for a meeting within thirty (30) days of  
receipt of the request;

713 The parties at such meeting shall attempt to resolve the issues presented in the initial  
request. In the event the parties are unable to reach a mutually acceptable agreement, the  
matter may be pursued through a dispute resolution procedure; and,

714 The above mechanism is in no way intended to add to, delete from or modify any  
provision of the current Collective Bargaining Agreement.

715 **Section 5 – Staffing**

716 The parties acknowledge a mutual interest in adequate staffing.

717 As such, within ninety (90) days of ratification of this Agreement, the parties will  
convene committees at each Medical Center where there are bargaining unit employees.

718 Such committees shall discuss staffing issues and implement solutions by mutual  
agreement.

719 The above mechanism is not intended to add to, delete from or modify any provision of  
the Collective Bargaining Agreement.

800 **ARTICLE VIII – REGIONAL PROFESSIONAL PRACTICE  
COMMITTEE(S)**

801 **Section 1 – Local, Discipline-Specific Work Groups**

802 The Employer recognizes the professional status of the individual disciplines and agrees  
to work collaboratively on issues involving the professional practice for employees  
covered by this Agreement. Local discipline-specific work groups will be created at each  
Medical facility where there are bargaining unit members.

803 **Section 2 – Convening of Regional Professional Practice Steering Committee**

804 Within (90) days of the ratification of this Agreement, the parties will convene a  
Regional Professional Practice Steering Committee. This committee will contain one (1)  
or two (2) representatives from each functional discipline, as well as a representative

from the institutional Union. The committee will also include four to eight (4 to 8) management representatives, with a minimum of one (1) from each functional discipline, as well as a representative from Regional Labor Relations.

805 **Section 3 – Steering Committee and Subcommittees**

806 The Regional Professional Practice Steering Committee will meet annually, or more frequently as needed, to evaluate consistency of practices throughout the Region by overseeing subcommittees and to review any new Union or management interests. The steering committee will charter a minimum of four (4) subcommittees, which shall represent each discipline. Additional subcommittees may be chartered as needed. The steering committee and subcommittees will utilize interest-based problem solving techniques and consensus decision-making.

807 **Section 4 – Scope of Committees**

808 The number of representatives comprising the subcommittees will be determined by the Steering Committee. The subcommittees will meet quarterly, or more frequently as needed, to review current practices throughout the Region, and make recommendations as appropriate. Agenda items may include reviewing and evaluating the following:

- Evaluations, exams, education, and time required for providing services;
- Best scheduling practices;
- Technological and program changes;
- Productivity and access;
- Continuing educational opportunities for the disciplines in the Union;
- Workload and staffing issues;
- Clinical practices throughout the region;
- Coordination between inpatient and outpatient services;
- Advanced hiring criteria;
- Additional items as requested by either party; and,
- Initiatives and projects, as early as feasible.

809 **Section 5 – Recommendations**

810 Recommendation(s) will be submitted to the appropriate administrative body as determined by the committee(s).

811 **Section 6 – Requests for Agenda Items**

812 Either party may initiate a request in writing for a meeting or to place an issue on the agenda. The party receiving such request will notify the Regional Professional Practice Steering Committee within thirty (30) days of receipt of the request.

813 **Section 7 – Limitation on Scope of Committees**

814 This mechanism is in no way intended to add to, delete from, or to modify any provisions of the basic Labor Agreement.

900 **ARTICLE IX – HEALTH AND SAFETY**

901 The Employer will comply with applicable Federal and California laws and regulations related to Occupational Safety and Health. Likewise, 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.

1000 **ARTICLE X – NONDISCRIMINATION**

1001 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.

1100 **ARTICLE XI – NEW EMPLOYEE ORIENTATION/NEW HIRE**

1101 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 new employees, the Steward's time will be paid and the Steward will be released from work for the time needed to meet with employees.

1200 **ARTICLE XII – UNION REPRESENTATIVES AND UNION STEWARDS**

1201 **Section 1 – Union Staff Representatives Access**

1202 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.

1203 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.

1204 Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.

1205 When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.

1206 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.

1207 **Section 2 – Union Shop Stewards**

1208 Periodically, the Union will notify the Employer in writing the names of duly authorized Union Shop Stewards.

1209 The Employer agrees that there will be no discrimination against the Shop Steward because of Union activity.

1210 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.

1211 **Section 3 – Steward Training Days**

1212 Up to ten (10) stewards shall have a maximum of six (6) days per year for training and development. Stewards who attend these meetings on a regularly scheduled day to work shall be paid for the number of hours the employee would have received had he/she worked.

1300 **ARTICLE XIII – BULLETIN BOARDS**

1301 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.

1400 **ARTICLE XIV – PROBATIONARY PERIODS**

1401 **Section 1 – Probationary Period for Regular Employees**

1402 The probationary period for employees regularly scheduled for twenty (20) hours or more per week shall be ninety (90) calendar days.

1403 **Section 2 – Probationary Period for Employees Working Fewer than Twenty (20) Hours**

1404 The probationary period for employees regularly scheduled for fewer than twenty (20) hours per week shall be three hundred (300) hours or ninety (90) calendar days, whichever occurs later.

1405 **Section 3 – Termination During Probationary Period**

1406 During the probationary period, employees may be discharged without recourse to the grievance procedure.

1407 **Section 4 – Extension of Probationary Period**

1408 The probationary period may be extended only by mutual agreement between the Employer, the employee and the Union.

1409 **Section 5 – Probationary Period While on Leave**

1410 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.

1411 **Section 6 – Training/Orientation/Evaluation of Probationary Employees**

1412 Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of sixty (60) calendar days.

1413 **Section 7 – One (1) Probationary Period**

1414 In no case shall an employee be required to serve more than one probationary period.

1500 **ARTICLE XV – EMPLOYEE STATUS DEFINITIONS**

1501 **Section 1 – Full-time Employees**

1502 A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week on a predetermined and continuing basis.

1503 **Section 2 – Part-time Employees**

1504 A regular part-time employee is one who is regularly scheduled to work fewer than forty (40) hours per week on a predetermined and continuing basis.

1505 **Section 3 – Part-Time Employees Working Additional Hours**

1506 In cases where a regular part-time employee works thirty-two (32) or more hours in a workweek on a non-replacement basis for a period of thirteen (13) consecutive pay periods, the Employer shall meet at the Union’s request to attempt to reach a resolution.

1507 **Section 4 – Per Diem Employees**

1508 A Per Diem employee is one who works as a replacement on an intermittent basis or on an as needed basis.

1509 **Section 5 – Temporary Employees**

1510 A temporary employee is an employee who is hired for a specific period of time not to exceed six (6) months. The Employer may request and the Union will not unreasonably deny extensions to this period. Paid time off and other benefits such as insured benefits and health and dental plan coverage, do not apply to temporary employees.

1511 **Section 6 – Clinical Fellowship Year Employees**

1512 A. Speech Pathology

1513 Employees with the designation Clinical Fellowship Year (CFY/RPE) are hired for a specified period of time which is generally nine (9) months in the case of full-time employees, and up to eighteen (18) months in the case of part-time employees.

1514 B. Audiology

1515 Employees in an AUD externship year are generally hired for twelve (12) months as full-time employees.

1516 C. Eligibility for Benefits

1517 Eligibility for benefits for employees in a Clinical Fellowship program or an AUD externship is based on status (e.g., full or part-time).

1518 **Section 7 – Employee Request For Temporary Reduction Of Hours**

1519 A. Request and Duration

1520 An employee may submit a request for a temporary change in scheduled hours. The duration of the request will be for a period that is not less than three (3) months and not more than six (6) months. This temporary reduction in hours may be granted for the following reasons:

- Parenting
- Personal Problems
- Family Illness
- Education/Professional Development

1521 B. Request in Writing

1522 Requests for a temporary change in scheduled hours must be submitted in writing to the Department Administrator. The employee must provide as much notice as possible in making the request. The Employer will make every effort to approve such requests. However, the granting of such requests will be at the sole discretion of the Employer.

1523 C. Reduction in Hours and Leaves of Absence

1524 If a temporary reduction in hours is granted to an employee for any reason that qualifies as a leave of absence required under applicable law, such reduced hours shall be so designated and acknowledged as such by the employee and Employer. It is also understood that such reduced hours will run concurrently with other leaves of absence where appropriate.

1525 D. Consideration for Operations of the Department

1526 The reduction of hours must not unduly disrupt the operations of the department.

1527 E. Extensions of Reduction in Hours

1528 The Employer may grant an extension to the temporary reduction in hours. The employee will be required to submit a written request for such extension. However, the total period of the temporary reduction in hours shall not exceed one (1) year. The granting of such extensions will be at the sole discretion of the Employer.

1529 F. Affect of Reduction on Benefits

1530 It is understood that such a change in scheduled hours may result in changes in eligibility for benefits. Such a change in scheduled hours may also result in a reduction in Service and Credited Service for pension plan calculation purposes.

1531 G. Not a Reduction in Force

1532 Any adjustment to an employee's scheduled hours made pursuant to this Section shall not be considered a Reduction in Force under the terms of the collective bargaining agreement.

## 1600 **ARTICLE XVI – PROFESSIONAL HOURS**

### 1601 **Section 1 – Professional Nature of the Work**

1602 The parties recognize the professional nature of the work performed by the employees covered by this Agreement. Regular full-time employees are generally scheduled eighty (80) hours in a bi-weekly period and employees are expected to work their schedule. Conversely, it is recognized that an employee's schedule may vary due to the professional nature of the work and operational requirements.

### 1603 **Section 2 – Scheduling**

1604 The establishment of master or departmental operating schedules will be done collaboratively. The Employer will exercise its efforts in good faith to provide regular full-time employees with two (2) consecutive days off in a weekly period; however, where weekend coverage is needed or required, the Employer will exercise its efforts in good faith to provide regular full-time employees with four (4) days off in a bi-weekly period, two (2) of which will be consecutive.

1605 It is understood that the final right to establish schedules shall rest with the Employer.

### 1606 **Section 3 – Notice of Absence**

1607 An employee shall notify Management as soon as possible when such employee has knowledge of the need for an absence.

### 1608 **Section 4 – Notice of Schedule Change and Consideration of Seniority**

1609 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.

1610 **Section 5 – Changes in Scheduling and Bargaining**

1611 If in the interest of efficient operations it becomes necessary to change schedules departing from the master or departmental operating schedule, the Employer shall notify the Union of the change. If so requested, the Employer shall bargain with the Union to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned employees.

1700 **ARTICLE XVII – PAY PROVISIONS**

1701 **Section 1 – Salary Step Increases**

1702 A. Progression Through Wage Structure for Regular Employees

1703 Full-time and part-time employees shall progress within the Wage Structure on the anniversary date of hire into a classification covered by this Agreement. Full-time and part-time employees hired beyond the Start Rate will progress from their date of hire based upon their tenure (i.e., an employee hired at the Three (3) Year Step will advance to the Four (4) Year Step after one (1) year of employment).

1704 B. Progression for Per Diem Employees

1705 Step progression for Per Diem employees on the Per Diem Wage Structure will be based on hours paid, i.e., one (1) year of service equates to 2,000 hours.

1706 C. Adjustments for Leaves of Absence

1707 Employees' date for step progression will be adjusted for leaves of absence as applicable.

1708 D. Effective Date of Tenure and Across the Board Increases

1709 Tenure increases and across-the-board increases shall become effective at the beginning of the first (1<sup>st</sup>) full payroll period nearest the employee's date of eligibility for such increase.

1710 **Section 2 – Payday and Paychecks**

1711 Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.

1712 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.

1713 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.

1714 **Section 3. – Shift Differentials**

1715 A. For Time Worked Only

Shift differential will be paid for time worked only.  
Evening shift differential will be paid at \$.95 per hour  
Night shift differential will be paid at \$1.30 per hour.

1716 B. Differential Eligibility

1717 To be eligible for an evening or night shift differential, an employee’s starting time must fall between the following hours:

Evening: Shifts beginning at 2:00 pm, up to and including 6:00 pm  
Night: Shifts beginning at 10:00 pm up to and including 2:00 am

1718 An employee who begins a workday schedule other than as described above will receive evening shift differential for all hours worked between 6:00 pm and 12:00 am, and night shift differential for all hours worked between 12:00 am and 6:00 am.

1719 **Section 4 – Bilingual Pay**

1720 A. Bilingual Differential

1721 Employees who have a demonstrated ability in more than one (1) language, and are routinely required to perform evaluation, therapy, education and consultation in a language other than English, shall receive a bilingual differential not to exceed two hundred dollars (\$200) per month (\$1.154/hr.) for all hours worked.

1722 B. Eligibility and Hours Worked Only

1723 In order to receive the differential, employees must satisfy the Employer’s eligibility requirements. Bilingual differential will be paid on hours worked only.

1724 **Section 5 – Standby**

1725 A. Definition

1726 An employee is on standby status when he/she is not scheduled to work and is engaged to be available for consultation and/or to come to the workplace. An employee on standby may be required to carry a pager and is expected to respond in a timely fashion when contacted by the Employer.

1727 B. Tools Available While on Standby

1728 Where feasible, the Employer shall attempt to provide employees on standby with appropriate tools to allow such employees to perform work-related functions while away from the workplace (e.g., RAS tokens).

1729 C. Standby Pay and Eligibility

1730 While an employee is on standby, he/she shall be paid \$12.00 per hour up to a maximum of four (4) hours for each instance of standby. Standby pay only applies to full and part-time employees.

1731 D. Speech Pathologists

1732 If a Speech Pathologist on standby is required to come to the workplace, he/she shall be paid for a minimum of two (2) hours, at the employee's regular rate of pay. For the purposes of this paragraph, the time period for the regular rate of pay shall commence at the time the employee arrives at the workplace after being called in from standby

1733 **Section 6 – Advance Hire**

1734 A. Advance Hire – Audiologist and Speech Pathologist

1735 Audiologists and Speech Pathologists hired from outside Kaiser Permanente may be placed on the wage structure based on their comparable, previously paid, experience as follows:

Less than 1 year experience	Step 1 Start Rate
1 year to less than 2 years experience	Step 2 1 year rate
2 years to less than 3 years experience	Step 3 2 year rate
3 years to less than 4 years experience	Step 4 3 year rate
4 years to less than 5 years experience	Step 5 4 year rate
5 years to less than 6 years experience	Step 6 5 year rate
6 years to less than 7 years experience	Step 7 6 year rate
7 or more years experience	Step 8 7 year rate

1736 B. Advance Hire – Dietitian and Health Educator

1737 Dietitians and Health Educators hired from the outside may be placed on the wage structure based on their comparable, previously paid, experience as follows:

Less than 2 years experience	Step 1 Start Rate
2 years to less than 4 years experience	Step 2 1 year rate
4 years to less than 6 years experience	Step 3 2 year rate
6 or more years experience	Step 4 3 year rate

1738 **Section 7 – Mileage Reimbursement**

1739 Employees required to use their personal automobile for authorized Employer business will be reimbursed according to the Employer’s current policy on mileage reimbursement.

1740 **Section 8 – Termination pay**

1741 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.

1800 **ARTICLE XVIII – SENIORITY**

1801 **Section 1 – Definition of Seniority**

1802 Seniority shall be defined as the most recent date of hire into a classification covered by this Agreement.

1803 **Section 2 – Identical Seniority Dates**

1804 In the event two (2) or more employees have identical seniority dates, the employee with the lowest employee number will be considered the more senior.

1805 **Section 3 – Loss of Seniority**

1806 Any employee covered by this Agreement shall lose all seniority rights under this Agreement for the following:

- Discharge for just cause.
- Voluntary resignation.
- Layoff beyond recall eligibility.
- Failure to return from leave of absence.
- Transfer from the Bargaining Unit.
- Retirement

1807 **Section 4 – Service Credit (Benefit Purposes)**

1808 Service Credit shall be defined as the length of continuous employment with the Employer less any absence from employment, except regularly scheduled days off which exceed sixty (60) calendar days for which no compensation is received. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from service credit.

1900 **ARTICLE XIX JOB POSTINGS AND FILLING VACANCIES**

1901 **Section 1 – Job Postings**

1902 Position vacancies shall be posted for seven (7) calendar days in all facilities with employees covered by this Agreement. A copy of all such postings shall include classification, work location, entity, department, minimum qualifications, date of posting and wage or salary grade.

1903 **Section 2 – Filling Vacancies**

1904 In filling any vacancy covered by this Agreement, all qualified transfer applicants with demonstrated satisfactory job performance (i.e., no active discipline in file, as defined in Article XXXII, Corrective Action) shall be preferred over outside applicants, provided they apply within the (7) calendar day internal posting period. In the event the employee cannot be released to the new position immediately, the Union and the Employer will meet to discuss a reasonable timeline for the employee’s release.

1905 **Section 3 – Transfers: Full-time, Part-time and Per Diem Employees**

1906 In the event two (2) or more Employees bid for a posted vacancy within the seven (7) day posting period and who, in the assessment of the Employer, possess the experience and skill defined in the posted requirements, the selection of such employees shall be based on demonstrated satisfactory job performance (i.e., no active discipline in file as defined in Article XXXII, Corrective Action) and bargaining unit seniority.

1907 Employees shall receive consideration for vacancies in the order below. Per Diem employees shall not receive preferential consideration over full and part-time employees. Per Diem employees shall exercise seniority only among themselves.

1. Entity (within a Medical Center and its outlying clinics) or Regional Offices; and,
2. Southern California Region

1908 **Section 4 – Involuntary Transfers**

1909 In extraordinary circumstances, the Employer is not precluded from transferring an employee from one work location to another, using inverse seniority.

1910 **Section 5 – Denial of Transfer**

1911 If an employee is denied a transfer, the Employer shall notify the applicant of the reason for the denial.

1912 **Section 6 – Evaluation Periods**

1913 A. Evaluation for a Change in Classification

1914 An employee who transfers into a bargaining unit vacancy that results in a change in classification shall serve an evaluation period for the first ninety (90) calendar days in his/her new classification. An employee who fails to pass the evaluation period in the new classification, will be returned to her or his former classification and, if feasible, work assignment and work location.

1915 The employee may elect to return to his/her former classification and position, or a comparable position, within the first fourteen (14) days of the evaluation period.

1916 The employee shall have full access to the grievance procedure during this evaluation period. The employee shall receive a written performance evaluation by the completion of her or his evaluation period.

1917 B. Evaluation for a Change in Position but Same Classification

1918 An employee who remains in the same job classification upon transfer to a new position shall serve an evaluation period for the first forty-five (45) days in the new position. An employee who fails to successfully pass the evaluation period will be returned to her/his former or comparable position, work assignment and work location.

1919 The employee may elect to return to his/her former classification and position, or a comparable position, within the first fourteen (14) days of the trial period.

1920 The employee shall receive a written performance evaluation by the completion of her/his evaluation period.

1921 C. Evaluation for Per Diem Employees Transferring to a Regular Position

1922 When Per Diem employees transfer to part-time or full-time positions in the same classification, they will be required to undergo a forty-five (45) day evaluation period if the duties are significantly different from those performed while working as Per Diem.

1923 D. Requests for Extensions of Evaluation Period

1924 The Employer may request from the Union and the Union will not unreasonably deny extensions to the above evaluation periods. In order to request an extension of any such period, the Employer must send a written request to the Union prior to the expiration of the period.

1925 **Section 7 – Office Space**

1926 In the event two (2) or more employees within a work location bid for a more preferable office space, the employee having more seniority shall be granted the vacant office space, subject to the efficiency of operations.

2000 **ARTICLE XX – REDUCTION IN FORCE**

2001 **Section 1 – Definition**

2002 Reduction in force shall be defined as the elimination of an employee’s position in a department. Reduction from full-time to either part-time or per diem status is deemed to be a reduction in force. Reduction in hours of a part-time employee which results in a status change to per diem or results in the loss of benefits is deemed to be a reduction in force.

2003 For employees with the designations of Clinical Fellowship Year (CFY), Required Professional Experience (RPE) and AUD (Doctorate of Audiology), the completion of such a professional externship or release of such an employee shall not constitute a reduction in force under this Article.

2004 **Section 2 – Notice**

2005 The Employer will make every effort to give the Union sixty (60) days notice in advance of a reduction in force.

2006 **Section 3 – Bargaining Over the Impact**

2007 At the Union’s request, the Employer agrees to bargain over the impact of a reduction in force.

2008 **Section 4 – Modifying the Procedure for a Reduction in Force**

2009 Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure should a reduction in force occur. Such modifications or agreements may include the use of attrition, immediate placement in a comparable position or maintaining an impacted employee in his/her position while a comparable position is found.

2010 **Section 5 – Seniority in a Reduction in Force**

2011 In a reduction in force and subsequent recall, the principal of bargaining unit seniority shall govern, providing that employees possess required qualifications.

- 2012      **Section 6 – Application to Full-time and Part-time Employees Only**
- 2013      Reduction in force language outlined in this Article will only apply to full-time and part-time employees.
- 2014      **Section 7 – Voluntary Lay Off**
- 2015      At any step in this process, an employee may elect a voluntary layoff and retain recall rights.
- 2016      **Section 8 – Procedure for Reduction in Force**
- 2017      In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s).
- 2018      A. Step One
- 2019      The affected employee may be placed into any vacant position of the same status and classification, provided he/she meets the position requirements, in the following order (the Union agrees to waive posting and seniority for purposes of such placement):
- 1. Medical Center Area or Regional Offices;
  - 2. Southern California Region
- 2020      An affected full-time employee, at his/her option, will be placed into any vacant part-time position in the employee’s classification in the above order, provided he/she meets the position requirements.
- 2021      Such employees shall retain recall rights, as provided for in this Article. For purposes of such placement, the Union agrees to waive posting and seniority.
- 2022      An employee placed into a comparable vacant/open position(s) within the Medical Center Area/Regional Offices will not have displacement or recall rights.
- 2023      If an employee rejects an open comparable position offered at this Step, within the Medical Center Area/Regional Offices, the employee will forfeit all displacement rights. Such refusal would result in the employee being laid off with recall rights.

2024 B. Step Two

2025 Unless otherwise provided for in this Article, employees who are not placed in accordance with the preceding step, may displace the least senior employee in his/her current classification and status, provided he/she meets the minimum position requirements, in the following order (the Union agrees to waive posting and seniority for purposes of such placement):

1. Medical Center Area/Regional Offices;
2. Southern California Region (at employee's option)

2026 Prior to an affected employee displacing another bargaining unit employee in the order above; a contract or agency employee working in the same classification as the affected employee and in the affected employee's Medical Center Area or Regional Offices, will be released.

2027 An affected full-time employee may displace the least senior part-time employee in his/her classification in his/her Medical Center Area or Regional Offices, provided the affected full-time employee has greater seniority than the displaced part-time employee. An employee who rejects displacing another employee in his/her classification and status in the Medical Center Area or Regional Offices shall be laid off with recall rights.

2028 An affected employee who is unable to displace another employee in a comparable position in the Medical Center Area or Regional Offices, and who rejects displacing another employee in a comparable position outside the Medical Center Area/Regional Offices, shall be laid off, and retain recall rights as provided for in this Article.

2029 **Section 9 – Recall**

2030 The following employees shall have recall rights under this Article:

- An impacted employee who elected layoff at any time in the Reduction in Force process;
- An affected full-time employee who elected a change in status to either part-time or per diem at any point in the Reduction in Force process;
- An employee who was unable to displace another employee in a comparable position in the Medical Center Area or Regional Offices, and who did not displace another employee in a comparable position outside the Medical Center Area or Regional Offices; and,
- An affected full-time employee who was placed into a vacant part-time position in his/her classification, or displaced a part-time employee in his/her classification.

2031 Employees shall have recall rights in accordance with this provision for twelve (12) months from the date the employee was laid off or had his/her status reduced.

2032 Employees on recall will be given first preference, in order of bargaining unit seniority, for available vacancies for which they qualify.

2033 A laid-off employee may refuse a job offer and retain full recall rights if the job is not comparable in status and classification to his/her former position at the time of layoff and not within the Medical Center Area/Regional Offices. An employee on recall who declines a comparable position within his/her Medical Center Area/Regional Offices shall be removed from the recall list. Additionally, a laid-off employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable status and classification within his/her Medical Center Area/Regional Offices at the time of layoff.

2100 **ARTICLE XXI – EARNED TIME OFF PROGRAM (ETOP)**

2101 **Section 1 – Components of ETO and Eligibility**

2102 The Earned Time Off Program (ETOP) comprises the following three (3) components:

- Designated Holidays
- Earned Time Off Account (ETO)
- Extended Sick Leave Bank (ESL)

2103 Eligibility

2104 An employee is eligible for ETOP if he/she is regularly scheduled to work.

2105 **Section 2 – Holidays**

2106 A. Designated Holidays

2107 Effective on his/her date of hire, an employee shall be eligible for the following designated paid holidays:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2108 B. Designated Holiday Schedule

2109 All Designated Holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect that day only. However, in the event the Employer closes any of its facilities/departments on the Friday preceding a Saturday Designated Holiday or on a Monday following a Sunday Designated Holiday, then the Friday or Monday will be designated as a holiday for

unworked holiday pay for an employee who does not work either the actual holiday or the Designated Holiday.

2110 C. Eligibility for Designated Holiday Pay

2111 An employee is not eligible for Designated Holiday pay if he/she is on layoff, leave of absence, or unpaid time off. If a Designated Holiday occurs during paid Earned Time Off (ETO) or Extended Sick Leave (ESL), the employee will be paid Designated Holiday pay in lieu of ETO or ESL.

2112 D. Designated Holiday Worked

2113 When an employee is required to work on a Designated Holiday he/she will receive his/her hourly base rate of pay. The employee may elect to take an alternate day off for working the Designated Holiday. The alternate day off will be paid at straight time, and must be taken within thirty (30) calendar days of the Designated Holiday that the employee worked. As an alternative, the employee may request to be paid two (2) times his/her regular rate of pay for working the Designated Holiday, subject to the efficiency of operations.

2114 E. Designated Holiday Not Worked

2115 A full-time employee shall receive eight (8) hours pay for a Designated Holiday not worked. If an employee's scheduled day off falls on a Designated Holiday, the employee will receive eight (8) hours pay for that day or an additional day off with eight (8) hours pay. A full-time employee shall not suffer a reduction in pay during a pay period in which a Designated Holiday occurs. An employee who is scheduled to work less than forty (40) hours per week shall receive prorated holiday pay for holiday hours not worked, based upon his/her weekly regularly scheduled hours.

2116 **Section 3 – Use of Earned Time Off**

2117 Earned Time Off (ETO) account hours can be used for any reason, such as illness, vacation, or personal/family reasons. Annual ETO, insofar as possible, will be granted at times most desired by an employee. In order to balance and meet service and staffing requirements, an employee and his/her supervisor/manager should plan time off schedules as much in advance as possible. For same day unplanned ETO use, an employee must follow departmental notification procedures. An employee will make every attempt to report the anticipated length of the unplanned absence.

2118 A. Denial of requests

2119 ETO requests shall not be unreasonably denied. However, in determining the granting of ETO requests, the supervisor/manager shall reserve the right to evaluate and grant requests on the basis of impact on the orderly operations of the facility.

2120 B. Earned Time Off and FMLA

2121 ETO shall run concurrently with Family Leave if such use qualifies under the Family Leave provisions.

2122 C. Scheduling Earned Time Off

2123 Each department will establish and follow a written policy for scheduling ETO. Until the department policy is established, if there is a conflict in scheduling ETO, approval will be based on seniority employing a rotation cycle, starting with the most senior person. Each year it will descend to the employee with progressively less seniority at that department within the Medical Center.

2124 **Section 4 – Earned Time Off Account**

2125 Each full-time employee shall accrue ETO on a monthly basis in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours per Month*</b>	<b>Days per Month*</b>	<b>Days per Year*</b>
0 – 4	14.00	1.75	21.00
5 – 8	17.33	2.16	26.00
9 –10	20.66	2.58	31.00
11+ Years	24.00	3.00	36.00

*\*Rounded to two (2) decimal places.*

2126 A. Maximum Earned Time Off

2127 The maximum number of hours that can be accumulated in an employee’s ETO account is five hundred (500).

2128 B. Proration for Part-timers

2129 A part-time employee shall accrue ETO prorated on a monthly basis based on his/her regularly scheduled hours.

2130 C. Leave Accrual Date

2131 Leave Accrual Date shall be used to determine “Years of Service” for the Earned Time Program. The Leave Accrual Date is the most recent date of hire, adjusted for breaks-in-service in accordance with the Rehire Policy and guidelines.

2132 The Leave Accrual Date is also adjusted for unpaid leaves of absence that exceed sixty (60) days, excluding an Occupational Leave of Absence, or a Military Leave. A Leave of Absence of sixty-one (61) days or more will be deducted in its entirety from the Leave Accrual Date.

2133 **Section 5 – Earned Time Off Pay**

2134 ETO pay for an employee shall be at the hourly rate in effect at the time ETO is taken. A part-time employee who is scheduled to work less than forty (40) hours per week shall have his/her ETO pay prorated on the basis of his/her scheduled hours.

2135 A. **Earned Time Off Payment Upon Termination**

2136 Any accrued but not used ETO hours will be paid out upon termination, or retirement.

2137 B. **In-Service Cash-Out Program**

2138 An eligible employee may make an irrevocable election to cash out a portion of his/her ETO during the annual election period in accordance with the existing Employer's guidelines.

2139 **Section 6 – Extended Sick Leave Bank**

2140 In addition to the ETO account, there is an Extended Sick Leave (ESL) bank. An employee may use the hours in the ESL on the first (1<sup>st</sup>) day of hospitalization (inpatient or outpatient with physician prescribed time off) or after three (3) consecutive calendar days of disability.

2141 An employee will accrue six (6) hours of ESL each month for a total of nine (9) ESL days per year, regardless of his/her years of service.

2142 The employee may be required to provide certification of illness and/or disability to justify the employee's absence from work for the period claimed.

2143 A. **Proration for Extended Sick Leave for Part-timers**

2144 A part-time employee will accrue ESL hours prorated based upon his/her regularly scheduled hours.

2145 B. **No Maximum Accrual of Extended Sick Leave**

2146 There is no limit to the number of hours an employee may accumulate in his/her ESL.

2147 C. **ESL Not Paid Upon Termination**

2148 Upon retirement or termination for any reason, an employee will not be paid for any remaining unused sick leave hours.

2149 D. **ESL and FMLA**

2150 ESL taken for Family Leave purposes will run concurrently with Family Leave.

- 2151 E. Integration With State Disability Insurance/Workers' Compensation
- 2152 If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation (WC) payments, integration with paid ETO and/or ESL shall occur.
- 2153 An employee who is eligible for SDI benefits or Workers' Compensation (WC) benefits shall have his/her ETO account and ESL bank integrated with SDI or WC benefits so that combined SDI or WC pay and ETO/ESL income received do not total more than one hundred percent (100%) of his/her salary. The reduced amount of ETO or ESL payment shall then be charged against the employee's ETO or ESL bank. In the payment to an employee on ESL disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.
- 2154 If an employee is absent from work to attend to a disabled family member, and is eligible to use ETO or ESL for all or part of the absence, he/she will receive ETO or ESL pay which, when combined with weekly benefits from the Family Temporary Disability Insurance (FTDI) he/she receives, or for which he/she is eligible, would total his/her regular straight time earnings for the period.
- 2155 It is the employee's responsibility to promptly file claims for any compensatory benefit for which he/she may be eligible and to provide documentation supporting the amount of such benefits to Human Resources.
- 2156 F. Two (2) Banks of Extended Sick Leave
- 2157 1. Post-ESL Bank – Definition
- 2158 ESL hours earned on or after January 1, 2010 are placed in a post-ESL bank for the purposes of establishing a Health Reimbursement Account (HRA) in retirement.
- 2159 2. Pre-ESL Bank – Definition
- 2160 An employee's accrued and unused ESL hours as of December 31, 2009 are placed in the employee's pre-ESL bank.
- 2161 G. ESL Hours Drawn From Pre-ESL Bank First
- 2162 When an employee meets the ESL access requirements, ESL hours will be withdrawn first from any pre-ESL bank. The post-ESL bank will be utilized upon exhaustion of any pre-ESL bank. A newly hired employee or transferring employee will accrue post-ESL bank hours only. If the transferring employee has a pre-ESL bank under his or her former employer or union group, then those hours will remain in a pre-ESL bank.

2163 **Section 7 – ESL Conversion**

2164 A. Pre-ESL Bank Conversion to Credited Service

2165 An employee who has a pre-ESL bank balance of two hundred fifty (250) hours or more and is vested in the basic pension plan, when he/she terminates employment, will have all unused hours in his/her pre-ESL bank converted to Credited Service for basic pension plan calculation purposes.

2166 If the employee meets the pension plan requirements for eligibility under the Normal, Early, or Postponed Retirement provisions, and effective January 1, 2015, if the employee meets the pension plan requirements for eligibility under the Disability Retirement provisions in accordance with the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement Plan, then his/her pre-ESL hours will be counted as Credited Service, even if there is a pre-ESL balance of fewer than two hundred fifty (250) hours.

2167 B. Post-ESL Bank Conversion to an ESL Health Reimbursement Account (ESL-HRA)

2168 An employee who separates from employment with eligibility for post-retirement medical benefits (meets age and years of service requirements) will be eligible to have his/her post-ESL bank converted to an Extended Sick Leave-Health Reimbursement Account (ESL-HRA).

2169 Eighty percent (80%) of the post-ESL bank hours that remain unused at termination will be credited to an unfunded ESL-HRA at the employee's base wage at termination, provided the employee's post-ESL bank has enough hours so that the post-ESL conversion value at termination is at least one hundred dollars (\$100). The terms of the ESL-HRA are governed by the HRA Plan document.

2170 C. ESL-HRA Rules of Application

2171 The following rules shall apply to reimbursements from the ESL-HRA:

- 2172 1. A former employee or retiree may access the ESL-HRA for reimbursement of out-of-pocket medical, dental, vision and hearing care expenses that qualify as federal income tax deductions under Section 213 of the Internal Revenue Code, or for premiums paid to a Kaiser Permanente medical plan.

If the former employee resides in an area where no Kaiser Permanente medical plan is offered, she/he may submit premiums for a non-Kaiser Permanente medical plan to the HRA for reimbursement, subject to additional documentation requirements.

- 2173 2. In the event of a retiree's death, any balance in the ESL-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 ESL-HRA for reimbursement of eligible medical expenses, subject to the same ESL-HRA Rules.

Any balance in the ESL-HRA will remain available until remarriage, entering a new domestic partnership or death.

2174 3. The terms of the ESL-HRA are governed by the HRA Plan Document.

## 2200 **ARTICLE XXII – LEAVES OF ABSENCE**

### 2201 **Section 1 – Authorized Leaves**

2202 A full-time and part-time employee must have at least six (6) months of service to be considered eligible for a leave of absence without pay. However, an employee is immediately eligible for a Military Leave, a Medical Leave of Absence for reasons of disability due to pregnancy, or an Occupational Injury or Illness Leave.

#### 2203 Leave of Absence Requests

2204 An employee's request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request.

2205 No provision of this Article shall be deemed a waiver of any right or privilege an employee is entitled to under Federal, State or local law or regulation.

### 2206 **Section 2 – Family Leave of Absence**

2207 The Employer will comply with the provisions of the California Family Rights Act (CFRA) of 1991, as amended, and with the provisions of the Federal Family Medical Leave Act (FMLA) of 1993, as amended, and in accordance with the California Pregnancy Disability Leave Regulations (PDL). Any alleged violation of this Paragraph must be pursued under the procedures of these Acts.

2208 In determining the maximum duration for Family Leave and other leaves taken for Family Leave purposes, the two (2) types of leaves will run concurrently except that leaves taken for a purpose not covered by the CFRA will not exhaust the employee's entitlement to additional leave pursuant to the CFRA. Personal leaves of absence for situations covered by Family Leave will not be considered until the maximum duration of the Family Leave has been exhausted.

2209 Benefits While On A Family Leave

2210 Health Plan, Alternate Mental Health, and Dental Plan coverage will be continued at Employer expense for the entire duration of an approved Family Leave. Employer-paid Supplemental Medical and Group Life Insurance, Earned Time Off and Extended Sick Leave accruals will continue for one month following commencement of the unpaid leave. If an employee wishes to continue certain employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, he/she must make arrangements to continue paying for these benefits.

2211 **Section 3 – Medical Leave of Absence**

2212 Medical leaves of absence without pay for non-work-related medical disabilities, including conditions related to pregnancy, shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability.

2213 Medical leaves of absence shall not normally exceed one hundred twenty (120) calendar days for those employees with less than three (3) years of service and one (1) year for those employees with three (3) or more years of service.

2214 If an employee is also eligible for Family Leave (FMLA, CFRA or PDL), the Family Leave and the Medical Leave will run concurrently in determining the maximum Medical Leave of Absence.

2215 A. Medical Leaves of Absence Occurring Within Ninety (90) Days of Each Other

2216 If an employee takes a Medical Leave of Absence, returns to work and returns to a Medical Leave of Absence within ninety (90) days, the leave is treated as one continuous leave subject to the maximum limit.

2217 B. Medical Leaves of Absence Separated by Ninety (90) Days or More

2218 If an employee takes a Medical Leave of Absence, returns to work for a period of at least ninety (90) days, then returns to a Medical Leave of Absence, the leave is treated as a new leave subject to the maximum limit.

2219 C. Pregnancy-Related Disabilities

2220 For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to the exhaustion of ESL if ESL use is waived.

- 2221 D. Commencement of Medical Leave Upon Exhaustion of ESL and Requirements for the Use of ETO
- 2222 Medical leaves shall commence after the exhaustion of accrued ESL and any additional ETO Account hours requested for use immediately following the exhaustion of ESL Bank hours. Requests to utilize ETO must be made fourteen (14) days prior to the exhaustion of ESL hours.
- 2223 An employee who is on a Medical Leave of Absence, may still request to use any accrued ETO hours, provided the request is made fourteen (14) days prior to utilizing any accrued ETO hours. ETO hours will be credited in forty (40) hour increments and will provide income continuation only, and will not extend or modify the Medical Leave of Absence period.
- 2224 E. Extension of Medical Leaves
- 2225 If an employee is unable to return to work by the date specified by the physician, he/she will be required to furnish another certification setting forth the new anticipated return date.
- 2226 An employee who exhausts the allowed maximum period for a Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.
- 2227 F. Expiration of Medical Leave Upon Physician's Release
- 2228 A Medical Leave of Absence will expire in less than the maximum period once the employee is released to return to work by his/her physician and can perform his/her pre-disability job with or without reasonable accommodation.
- 2229 G. No Special Rights
- 2230 An employee on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 2231 **Section 4 – Benefits While on a Medical Leave**
- 2232 A. Health Plan
- 2233 Health Plan premiums will continue to be paid by the Employer for an employee regularly scheduled to work twenty (20) or more hours per week.

- 2234 B. Supplemental Medical and Life Insurance
- 2235 Premiums for Employer-paid Supplemental Medical, and Employer-paid Life Insurance will continue for an employee regularly scheduled to work thirty-two (32) or more hours per week.
- 2236 C. Survivor Assistance
- 2237 Survivor Assistance will continue for one (1) year.
- 2238 D. Length of Coverage While on Medical Leave
- 2239 The aforementioned benefits will continue for the length of the Medical Leave for a maximum of one (1) year, provided three (3) months elapse between Medical Leave incidents.
- 2240 E. Coverage Paid by Employee
- 2241 Coverage not paid by the Employer, as specified above, may be continued at the employee's expense.
- 2242 F. Non-eligibility for Holiday Pay While on Unpaid Leave
- 2243 An employee will not be eligible for designated holiday pay on any unpaid leave status.
- 2244 G. ETO/ESL Accruals Stop While on Unpaid Leave
- 2245 ETO and ESL accruals will stop while on a Medical Leave. If the Medical Leave is more than sixty (60) days, the Leave Accrual Date for the accrual rate will be adjusted.
- 2246 H. Tax Deferred Plans, Dependent Care Spending Account, Health Care Spending Account, and Commuter Spending Account – Employee's Responsibility
- 2247 Contributions to the tax deferred plans, Dependent Care Spending Account, Health Care Spending Account, and Commuter Spending Account will cease and the employees will be responsible for making necessary arrangements to change his/her contribution status within thirty-one (31) days of the commencement of the Medical Leave.
- 2248 I. Additional Life Insurance, Supplemental Medical, Alternate Mental Health or Dental Coverage – Employee's Responsibility
- 2249 If an employee wishes to continue certain employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, he/she must make

arrangements to continue paying for these benefits. If he/she wishes to maintain Alternate Mental Health and/or dental coverage, he/she must make arrangements to pay for these benefits.

2250 **Section 5 – Military Leave of Absence**

2251 An employee will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of the Uniformed Services Employment and Redeployment Rights Act (USERRA), as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statutes.

2252 A. **Benefits Restored Upon Reinstatement**

2253 The Employer agrees that an employee on an extended military duty will have his or her ETO, ESL and other benefits restored upon reinstatement in accordance with the applicable statutes.

2254 B. **ETO for Military Leave**

2255 In those cases where an employee is in a reserve status and serves an annual two (2) week commitment, an employee may request and receive ETO for a Military Leave of Absence. Prior to granting of Military Leave or ETO as referred to herein, the Employer may require an employee to submit a copy of the appropriate military orders.

2256 C. **Reemployment Upon Conclusion of Military Service**

2257 The Employer shall accord to each employee who applies for reemployment, after conclusion of his/her military service, such reemployment rights as he/she shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.

2258 **Section 6 – Occupational Injury or Illness Leave**

2259 A. **Eligibility**

2260 Commencing on the first (1<sup>st</sup>) day of employment, for illnesses or injuries determined to be compensable under the Workers' Compensation laws, employees will be eligible for an Occupational Injury or Illness Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the authorized physician(s) up to a maximum of two (2) years.

2261 B. Commencement of An Occupational Injury

2262 An Occupational Injury or Illness Leave of Absence shall commence after the exhaustion of ESL hours, and if elected, immediately-converted ETO hours. An Occupational Injury or Illness Leave of Absence may also commence prior to exhaustion of ESL hours if the employee elects not to use ESL hours or waives Workers' Compensation integration.

2263 Prior to the commencement of the Occupational Injury or Illness Leave of Absence, an employee may request to elect ETO hours to delay the commencement of an Occupational Injury or Illness Leave of Absence. An employee must submit such requests fourteen (14) days prior to exhaustion of Sick Leave. ETO hours will be credited in forty (40) hour increments.

2264 C. Expiration of Leave for Occupational Injury or Illness

2265 The Occupational Injury or Illness Leave will expire in less than two (2) years if the employee is no longer disabled and can perform his or her pre-disability job with or without reasonable accommodations. If there is incontrovertible medical evidence that the employee is permanently disabled and cannot perform his or her pre-disability job with or without reasonable accommodation, the Occupational Injury or Illness Leave will expire after exhaustion of the interactive process job search (generally ninety [90] days).

2266 D. Return to Former or Comparable Position

2267 The Employer will place an employee released to return to work from an Occupational Injury or Illness without medical restrictions in his/her former or, if that position is not available, in a comparable position at her/his regular rate of pay as soon as reasonable not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the employee actively returns to work.

2268 E. Return to Work with Temporary Restrictions

2269 The Employer will place an employee released to return to work from an occupational injury or illness on a temporarily restricted basis in his/her usual job classification, at his/her regular rate of pay, provided the employee can perform the essential functions of the job, with reasonable accommodations.

2270 In situations where an employee is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the employee will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his/her usual job, at his/her regular rate of pay.

- 2271 Any such temporarily modified duty assignment will not exceed ninety (90) days.
- 2272 F. Return to Work with Permanent Restrictions
- 2273 The Employer will place an employee released to return to work from an occupational injury or illness on a permanently restricted basis in his/her usual job classification, at his/her regular rate of pay, provided the employee is capable of performing the essential functions of the job, with or without reasonable accommodation. If the employee is unable to perform his/her job, the Employer will engage in an interactive process with the employee during which the employee has the opportunity to bid on any job vacancy that he/she is qualified to perform, and is able to perform with or without reasonable accommodation.
- 2274 The Occupational Injury or Illness Leave will expire at the end of the interactive job search process: either upon the employee's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety [90] days). An Occupational Injury or Illness Leave shall be extended throughout any period of temporary disability.
- 2275 G. Return to Work Authorization
- 2276 Upon release from the treating physician(s) for occupational injury or illness, the Employer may request that the employee provide a return-to-work authorization containing the name of the physician, physician's signature, clarification of disability and date released to return to work, in sufficient time to allow the Employer to make an appropriate determination of the jobs the employee can perform, and the need for reasonable accommodation, if any.
- 2277 **Section 7 – Benefits While on Occupational Injury or Illness Leave – (Workers' Compensation)**
- 2278 A. Health Plan
- 2279 Health Plan and dental premiums will continue to be paid by the Employer for employees regularly scheduled to work twenty (20) or more hours per week.
- 2280 B. Supplemental Medical and Life Insurance
- 2281 Premiums for Employer-paid Supplemental Medical, and Employer-paid Life Insurance will continue for employees regularly scheduled to work thirty-two (32) or more hours per week.
- 2282 The aforementioned benefits will continue for the length of the leave.

- 2283 C. ETO and ESL — Leave Accrual Date
- 2284 ETO and ESL accruals will stop while on an Occupational Injury or Illness leave. The Leave Accrual Date for the accrual rate will not be adjusted.
- 2285 D. Other Paid Leaves
- 2286 Employees will not be eligible for any paid time off, such as Educational Leave, Bereavement Leave, Designated Holiday pay, etc., or any unpaid leave status.
- 2287 E. Survivor Assistance
- 2288 Survivor Assistance will continue for up to one (1) year.
- 2289 F. Other Coverage Responsibility of Employee
- 2290 Coverage not paid by the Employer, as specified above, may be continued at the employee's expense. Contributions to the tax-deferred plans, Dependent Care Spending Account, Health Care Spending Account, and Commuter Spending Account will cease and the employees will be responsible to make necessary arrangements to change their contribution status within thirty-one (31) days of the commencement of the Occupational Injury or Illness Leave.
- 2291 Employees who wish to continue certain employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, must make arrangements to continue paying for these benefits. If an employee wishes to maintain Alternate Mental Health and/or dental coverages, he/she must make arrangements to pay for these benefits.
- 2292 **Section 8 – Personal Leave of Absence**
- 2293 Leaves of absence without pay for emergency situations and/or personal reasons may be granted to employees at the discretion of the Employer.
- 2294 A. Length of Personal Leaves
- 2295 Such leaves of absence shall not be in excess of thirty (30) days, but may be extended beyond that time.
- 2296 B. Benefits While on Personal Leave
- 2297 Premiums for continued Health Plan coverage, Employer-paid Supplemental Medical, Alternate Mental Health, Dental, and Employer-paid Life Insurance coverage will be paid by the Employer for thirty (30) calendar days.

- 2298 Survivor Assistance and ETO and ESL accruals will continue for up to thirty (30) calendar days only.
- 2299 The Leave Accrual Date for the accrual rate will be adjusted if the Personal Leave extends beyond sixty (60) days.
- 22100 Coverage not paid by the Employer, as specified above, may be continued at the employee's expense if the Personal Leave extends beyond thirty (30) days.
- 22101 If an employee wishes to continue certain employee-paid benefits such as Additional Life Insurance, or Supplemental Medical, he/she must make arrangements to continue paying for these benefits.
- 22102 If he/she wishes to maintain Employer-paid Supplemental Medical, Alternate Mental Health or dental coverage beyond thirty (30) days, he/she must make arrangements to pay for these benefits.
- 22103 An employee will not be eligible for the Disability Plans while on a Personal Leave. Therefore, should he/she become ill or injured during a Personal Leave, he/she will not be eligible for short-term disability, salary continuance, or long-term disability.
- 22104 **Section 9 – Personal Time Off**
- 22105 Commencing on the first (1<sup>st</sup>) day of employment, where circumstances warrant, an employee may request and may receive personal time off, without pay, for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, an on-duty employee may ask for personal time off which shall be granted on momentary notice and such employee will be released from duty as soon as possible. In determining whether such a request shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.
- 22106 **Section 10 – Voluntary Leave For Disaster Service**
- 22107 An employee will be afforded the opportunity to take a Voluntary Leave for Disaster Service in accordance with the Employer's current policy.
- 22108 **Section 11 – Return from Leave of Absence**
- 22109 A. **Notice of Return**
- 22110 An employee shall give as much notice as possible of his/her intent to return from an authorized leave of absence. However, a notice of two (2) weeks must be given by an employee to her/his supervisor as a condition of reinstatement to a position.

22111 B. Reinstatement to Former or Comparable Position

22112 Such employee shall be reinstated to his/her former or comparable position in which he/she was employed prior to the leave of absence, unless conditions have changed to the extent that it is not possible to do so. In such a case, the Employer will place him/her in a position that is reasonably comparable to her/his original position with respect to hours, wages, benefits, etc. Additionally, the Employer will give such employee consideration for placement into a like position when comparable vacancies occur.

22113 **Section 12 – Accruals and Adjustments**

22114 A leave of absence for sixty (60) days or less will not affect the Leave Accrual Date. A leave of absence of sixty-one (61) days or more will be deducted in its entirety from the Leave Accrual Date.

22115 An Occupational Illness or Injury Leave of Absence, or a Military Leave shall not affect the Leave Accrual Date.

2300 **ARTICLE XXIII – BEREAVEMENT LEAVE**

2301 Benefit

2302 Effective the first (1<sup>st</sup>) day of the month following eligibility, all full-time and part-time employees are eligible for bereavement. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

2303 Spouse or domestic partner (who is registered with the state/local government or has a Kaiser Permanente affidavit) and the employee's or spouse's/domestic partner's family members listed below:

- Parent, Step Parent, Parent in-law, Step Parent in-law, in Loco Parentis
- Daughter, Step Daughter, Daughter in-law, Step Daughter in-law
- Son, Step Son, Son in-law, Step Son in-law
- Sister, Step Sister, Sister in-law, Step Sister in-law
- Brother, Step Brother, Brother in-law, Step Brother in-law
- In Loco Parentis Child, Legal Ward, Legal Guardian, Foster Child, Adopted Child
- Grandparent, Step Grandparent, Grandparents in-law
- Grandchildren, Step Grandchildren, Grandchildren in-law
- Relative living in the same household as the employee

2304 Travel

2305 Employees will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more one way to attend funeral or memorial services.

Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

2306 Additional Leave

2307 Upon the death of an immediate family member as defined above, an additional seven (7) calendar days of unpaid leave may be granted upon request. At the employee's request, up to forty (40) hours of the additional seven (7) calendar days of unpaid leave may be designated as ETO, provided the employee has sufficient hours in her or his ETO Account.

2400 **ARTICLE XXIV – JURY DUTY AND SUBPOENAS**

2401 Excused from Work

2402 Employees required to report for jury services or subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work.

2403 When an employee is called for jury service, the Employer shall schedule the employee to a Monday through Friday day shift unless the employee requests to maintain his or her current schedule.

2404 Pay While on Jury Service

2405 The employee shall receive pay during such workweek for each day on jury service at the rate of eight (8) hours straight time pay, except part-time employees who shall receive pay for the number of hours regularly scheduled on the day in question. The Employer will require the employee to show proof of jury service.

2406 The employee may, with the agreement of the Employer, work a shift in addition to time spent on jury service. The employee must provide verification of having been directed to report in connection with jury service or the subpoena.

2407 Return to Work if Excused from Service

2408 On any day of jury service in which an employee is excused entirely or in sufficient time to permit her/him to return to work for a minimum of one-half (½) her/his scheduled workday, she/he shall be required to do so.

2409 Unlimited Service and No Offset Due to Pay Provided by Courts

2410 An employee shall be eligible for an unlimited number of days of jury duty pay. There shall be no offset to an employee's pay nor collection of jury duty pay provided by the courts.

2411 Notice to the Employer

2412 The Employer shall be advised in a timely manner of an employee's jury duty.

2500 **ARTICLE XXV – EDUCATIONAL LEAVE**

2501 Educational Leave is intended to allow employees to upgrade or maintain professional skills, or where a license or certificate issued by the State of California is required for continuous employment.

2502 Educational Leave shall be used for educational programs relevant to the employees' current position.

2503 In addition, Educational Leave may be granted for attending educational programs offered via non-traditional modalities, e.g., web-based/internet training, home study programs, etc., provided such educational programs offer Continuing Education Units (CEUs) relevant to the employees' current position.

2504 The number of Educational Leave hours may not exceed the number of CEUs earned for non-traditional modalities.

2505 Eligibility and Pay

2506 Upon completion of one (1) year of service, employees regularly scheduled as full-time employees may be granted forty (40) hours of Educational Leave each calendar year. Such Educational Leave shall be prorated for employees regularly scheduled twenty (20) or more hours per week.

2507 Educational Leave may be taken in full or partial days. If partial days are granted, employees have the option of supplementing the remainder of their hours with ETO hours, if such hours are available in their ETO Account.

2508 Educational Leave shall be paid at straight time.

2509 Maximum Accumulation

2510 Full-time and part-time employees may carry over Educational Leave for a maximum accumulation of six (6) days over a period of two (2) years. Upon termination of employment or moving to an ineligible status, no payment will be made for unused Educational Leave.

2511 Educational Leave Protects Employee's Weekly Earnings.

2512 Educational Leave is intended to protect an employee's regular weekly earnings, excluding shift differential, while an employee attends an educational event.

2513 Educational Leave Falling on an Employee's Day Off

2514 If the requested Educational Leave falls on a day that an employee is not regularly scheduled to work, upon the employee's request, the manager or supervisor will make every attempt to adjust the employee's work schedule for that pay period.

2515 As an alternative, the employee may choose to take an alternative day off with pay for Educational Leave taken on a day that the employee is not scheduled to work. The alternate day must be taken within thirty (30) calendar days after the Education Leave Day.

2516 If the employee does not request an adjustment to his or her work schedule, the day taken to attend the educational event will be unpaid and not charged against the employee's Educational Leave.

2517 In addition, attendance at an educational event required by the Employer shall not be charged against the employee's Educational Leave.

2518 Approval Process for Educational Leave

2519 Educational Leave requests shall be made as much in advance as possible to facilitate scheduling. Employees must receive approval from their manager or supervisor in order to receive an Educational Leave day. Approvals will be based on operational needs to support patient care. Verification of completion of the educational program may be required by the employee's manager or supervisor.

2520 Tuition Reimbursement

2521 Eligible employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth in the Employer's policy.

2600 **ARTICLE XXVI – INSURANCES**

2601 **Section 1 – Health Plan Coverage for Active Employees**

2602 A. Employee Eligibility

2603 An employee regularly scheduled to work twenty (20) or more hours per week, is eligible for Employer-paid Kaiser Foundation Health Plan (KFHP) coverage on his/her date of employment. The plan covers the employee and his/her eligible dependents.

2604 B. Dependent Eligibility

2605 Eligible dependents are defined as follows:

- The employee's spouse, or domestic partner;
- The employee's natural, step or adopted child under the age of twenty-six (26);
- The employee's foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;
- A child under the age of twenty-six (26) for whom the employee is the court-appointed guardian;
- The employee's grandchild only if the grandchild's parent (the employee's child, or the spouse's or domestic partner's child) is under the age of twenty-six (26), unmarried, and currently covered under the employee's medical coverage, and both the grandchild and the grandchild's parent (employee's child), 1) live with the employee, and 2) qualify as the employee's dependent on the employee's tax return as defined by the Internal Revenue Code 152(a)(1);
- The employee's domestic partner's natural or adopted child under the age of twenty-six (26);
- The employee may be able to extend coverage past the normal age twenty-six (26) limit for an eligible dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before the child reaches age twenty-six (26). Annual certification of disability and dependency may be required by the Health Plan.

2606 C. Potential Tax Implications for Children and Domestic Partners

2607 Some of the benefits provided to domestic partners and their children may be taxable to the employee.

2608 D. Health Plan Coverage

2609 The KFHP is a comprehensive medical plan covering services directly at Kaiser Permanente Medical facilities including hospitalization, inpatient and outpatient surgery, prescriptions by a Southern California Permanente Medical Group Physician, vision care and mental health coverage.

2610 E. \$5 Dollar Copay Program Through December 31, 2014

2611 Through December 31, 2014, there is a five-dollar (\$5) co-payment per each medical office visit and per prescription by a Southern California Permanente Medical Group Physician filled at a Kaiser Permanente Pharmacy. Co-payment for each mental health visit is also five-dollars (\$5).

- 2612 F. \$20 Copay Program Beginning January 1, 2015
- 2613 Effective January 1, 2015, the copayments shall match the \$20 copayment level which includes \$20 medical office visits, \$20 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$10 generic/\$15 brand prescription (30-day supply maximum), etc. A detailed list is described in the Appendix B, entitled Kaiser Foundation Health Plan Copayments.
- 2614 G. Termination of Coverage
- 2615 KFHP coverage stops at the end of the month in which the employee transfers to an ineligible status or terminates employment. Employer-paid coverage will cease in accordance with the leave of absence provisions contained in Article XXII.
- 2616 H. Governing Plan Document and Service Agreement
- 2617 The terms and conditions of this plan are in accordance with the governing plan document and service agreement.
- 2618 I. Parent Medical Coverage
- 2619 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law including an employee's domestic partner's parents. Parents who enroll will be responsible for the entire amount of the premium, as well as any applicable copayments. The terms and conditions of this plan are in accordance with the governing plan document and service agreement.
- 2620 **Section 2 – Dental Plan Coverage for Active Employees**
- 2621 A. Eligibility
- 2622 An employee who is regularly scheduled to work twenty (20) or more hours per week is eligible for dental coverage effective the first (1<sup>st</sup>) day of the month after three (3) months of employment. Coverage extends to the employee, his/her spouse or domestic partner, and eligible dependent children as described in Article XXVI, paragraphs 2602 and 2605, up to the limiting age of twenty-six (26). Physically or mentally disabled children are also covered past age twenty-six (26), provided such disability occurred prior to the disabled dependent children turning age twenty-six (26). Annual certification of disability and dependency may be required.
- 2623 B. Potential Tax Implications for Children and Domestic Partners
- 2624 Some of the benefits provided to domestic partners and their children may be taxable to the employee.

2625 C. Costs Associated with Pre-Paid Dental Plans

2626 Dental coverage is Employer-paid. However, any cost for the pre-paid plans that exceeds the Employer's cost for the Delta Dental Plan shall be borne by the employees. To determine the cost of the Delta Dental Plan, the Employer will compute the monthly premium amount paid for the Delta Dental Plan by dividing the previous calendar year cost by the number of employees covered in that year, divided by twelve (12) months.

2627 D. Available Dental Plans and Eligibility

2628 A newly hired employee who is eligible for dental coverage must select an Employer provided prepaid dental plan during his/her first (1<sup>st</sup>) two (2) years of employment. After completing two (2) years of employment, an eligible employee may select the Delta Dental Plan within thirty-one (31) days of obtaining eligibility, and during the annual open enrollment period, an eligible employee may choose among the Employer-provided prepaid dental plans and the Delta Dental Plan.

2629 E. Pre-Paid Dental Coverage Services

2630 The pre-paid dental coverage services are covered at one hundred percent (100%). These services are provided through one (1) of the respective panel providers. There is no annual maximum benefit under the pre-paid options.

2631 F. Delta Dental Coverage

2632 The Delta Dental Plan coverage becomes effective the first of the month following eligibility, if elected within thirty-one (31 days) of eligibility, or January 1st, if elected during the annual open enrollment.

2633 The plan covers one hundred percent (100%) of preventative services, eighty percent (80%) of usual, customary and reasonable charges for basic services. Basic services are oral surgery, periodontics, endodontics and restorative dentistry. The plan covers fifty per cent (50%) for major services such as crowns, bridges and cast restorations.

2634 Orthodontia coverage is limited to dependent children under age twenty-six (26) at fifty percent (50%) with a lifetime maximum of twelve hundred fifty dollars (\$1250). The Delta Dental Plan allows employees to select any dentist or a participating Delta dentist. The calendar year maximum dental benefit is one thousand dollars (\$1,000) per person.

2635 G. Alternate Mental Health

2636 An employee regularly scheduled to work thirty-two (32) or more hours per week, is eligible for the Alternate Mental Health insurance on his/her date of hire provided the

employee is actively at work on the day coverage becomes effective. Coverage is extended to eligible dependents as defined in Health Plan eligibility on the same date. The Alternate Mental Health coverage is Employer-paid and covers 80% of reasonable and customary charges up to the maximum of 25 outpatient visits allowed per calendar year. Copayments apply.

2637 H. Plan Governed by Provider, Plan Documents and Employer

2638 This plan is governed by the terms and agreements between the provider, the Plan Documents, and the Employer.

2639 **Section 3 – Supplemental Medical**

2640 A. Eligibility

2641 An employee regularly scheduled to work thirty-two (32) or more hours per week has the option to purchase Supplemental Medical. Coverage starts on the employee's date of hire provided he/she is actively at work on the day coverage becomes effective.

2642 B. A Supplement to and Not a Replacement for KFHP

2643 Supplemental Medical is intended to supplement but not replace services provided under the Kaiser Foundation Health Plan (KFHP). This coverage pays 80% of reasonable and customary expenses and in some instances at 50% for services not covered or that exceed the limits under KFHP. Deductibles and co-insurance apply.

2644 C. Payment for Supplemental Medical Premiums

2645 For the first five (5) years, Supplemental Medical premiums are paid by the employee. After five (5) years of employee-purchased Supplemental Medical, the coverage continues Employer-paid.

2646 D. Governed by Provider, Plan Documents and Employer

2647 This plan is governed by the terms and agreements between the provider, the Plan Documents and the Employer.

2648 **Section 4 – Life Insurance**

2649 A. Eligibility

2650 Each employee regularly scheduled to work thirty-two (32) or more hours per week will be provided with the Age-Rated Life Insurance coverage on his/her date of hire provided he/she is actively at work. The Employer contributes a specific percentage of the employee's compensation based on his/her years of service and age, which determine how much coverage will be purchased on behalf of the employee.

2651 B. Option to Buy Additional Life Insurance

2652 Each employee regularly scheduled to work thirty-two (32) or more hours per week will have the option of electing additional insurance up to a maximum of seven hundred fifty thousand dollars (\$750,000) when combined with the Employer-paid Age-Rated Life Insurance. If the option for additional coverage is waived when first eligible or if the coverage is above \$150,000, Evidence of Insurability (EOI) may be required before being allowed to purchase coverage. Premium rates are subject to change annually.

2653 C. Additional Benefit for Employees Hired Prior to October 1, 1986

2654 An employee hired prior to October 1, 1986 had the option to remain in the previous life insurance program that provided either a \$5,000 Employer-paid coverage or two-times his/her annual salary in life insurance coverage. After five (5) years of service, this program provided an additional one-time annual salary supplement and covered the employee in case of Accidental Death and Dismemberment.

2655 D. Accelerated Benefit Option (ABO)

2656 Under the Accelerated Benefit Option (ABO), an employee diagnosed with a terminal illness with a life expectancy of twelve (12) months or less, may apply for up to 50% of his/her life insurance or \$250,000 whichever is less, paid to him/her in a lump sum. Certain requirements and provisions apply. ABO is not available to retirees.

2657 E. Waiver of Life Insurance Premiums

2658 If an employee becomes totally disabled for at least six (6) months but not more than twelve (12) months, the Employer-paid life insurance coverage will continue with premiums being paid by the insurance company (excluding the one-time annual supplemental coverage under the previous life insurance and any additional life insurance the employee may be purchasing). The premium waiver will continue from the date the insurance company approves the employee's total disability until he/she returns to work, is no longer disabled, or reaches the maximum allowable timelines based on the age he/she becomes disabled.

2659 **Section 5 – Survivor Assistance Benefits**

2660 Each regularly scheduled full-time or part-time employee will be provided a Survivor Assistance Benefit equal to one (1) month's base wages (prorated for a part-time employee). This benefit is payable to a designated beneficiary in the event of an employee's death.

2661 **Section 6 – Travel Accident Insurance While on Employer’s Business**

2662 An employee regularly scheduled to work twenty (20) or more hours per week will be automatically enrolled in the Travel Accident Insurance. The Travel Accident Insurance coverage provides a benefit of four (4) times the employee’s annual salary with a minimum benefit of one hundred thousand dollars (\$100,000) and a maximum of two hundred fifty thousand dollars (\$250,000), whichever is greater. This benefit will be paid to a designated beneficiary in the event of death as a result of a travel accident while on Employer business.

2663 **Section 7 – Professional Liability Coverage**

2664 The Employer extends professional liability protection to employees who provide patient care subject to the terms and limitations of the coverage.

2665 **Section 8 – Exclusions and Limitations**

2666 Coverage, limitations and exclusions of the foregoing Health Plan, Dental Plans, Supplemental Medical Plan, Alternate Mental Health Plan, Life Insurance Plans, Travel Accident Insurance and Professional Liability Coverage are established and governed by the Employer’s service agreements with the respective providers, and applicable insurance carriers, and Plan Documents. The foregoing is governed by the plan documents and/or Kaiser Permanente policies.

2700 **ARTICLE XXVII — POST RETIREMENT BENEFITS**

2701 **Retiree Medical Program For Retirees**

2702 To qualify for post-retirement medical benefits, an employee must meet the Retiree Medical Program eligibility requirements described below.

2703 **Section 1 – Retiree Medical Program for Active Employees On or After January 1, 2017.**

2704 **Retiree Medical Program “Eligibility” For Active Employees**

2705 A. **Category 1 Employee – Definition and Hours Needed for a Year of Service**

2706 A Category 1 employee 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.

2707 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.

2708 On or after January 1, 2017, a year of service is equal to two thousand (2,000)

compensated hours, prorated as applicable.

2709 B. Category 2 Employee – Definition and Hours Needed for a Year of Service

2710 A Category 2 employee is 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  
2711 termination. A year of service is defined as two thousand (2,000) compensated hours,  
prorated as applicable.

2711 **Section 2 – “Medical Subsidy” For Category 1 Employees**

2712 A. Category 1— Amount of Medical Subsidy and Annual Increases

2713 Upon retirement and 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 Southern California Region Kaiser Permanente Senior Advantage Plan  
2714 (“KPSAP”) or as further described in the “Medical Subsidy” rules below. The  
Medical Subsidy for 2017 shall be equal to the greater of one hundred dollars (\$100)  
per month or the monthly plan premium of the highest cost individual Southern  
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.

2714 B. Category 1— Dependent Eligibility for Medical Subsidy

2715 1. Category 1’s Spouse/Domestic Partner at Age Sixty-Five (65)—Medicare Eligible

2716 A Category 1 retiree’s spouse or eligible domestic partner shall receive a Medical  
Subsidy equal to one hundred percent (100%) of the Category 1 retiree’s Medical  
Subsidy. The one hundred percent 100% Medical Subsidy for a spouse or eligible  
domestic partner will not apply until the retiree attains age sixty-five (65).

2717 2. Category 1’s Spouse/Domestic Partner Prior to Age Sixty-Five (65) or Medicare  
Eligible

2718 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.

2719 3. Category 1’s Eligible Dependent Child

2720 A Category 1 retiree’s eligible dependent child, up to the limiting age, and  
disabled dependent child shall be covered under the active employee plan in effect  
at the time that the eligible dependent child receives services.

2721 4. Summary and Requirement for Category 1's Spouse/Domestic Partner and/or Eligible Children to Enroll in Medicare When Eligible

2722 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. An eligible spouse or domestic partner who is not yet Medicare eligible will have active coverage end as soon as she/he becomes Medicare eligible. The spouse or domestic partner must enroll in Medicare and KPSAP as soon as she/he becomes eligible in order to receive the Medical Subsidy. An eligible dependent child who becomes Medicare eligible must enroll in all relevant parts of Medicare and his or her Medicare rights must be assigned to the applicable Kaiser Permanente Plan to assign/coordinate coverage with Medicare.

2723 C. Exception for a Category 1 Employee Who Had Ten (10) Years of Service As of January 1, 1990

2724 If the Category 1 retiree is a grandfathered retiree, who is defined as an employee who had at least ten (10) years of service as of January 1, 1990, then the grandfathered Category 1 retiree shall be covered under the active employee plan in effect, until attainment of age sixty-five (65), or Medicare eligibility, if earlier. The active plan coverage will end as soon as the grandfathered Category 1 retiree becomes Medicare-eligible, and the Category 1 retiree will then receive the Medical Subsidy for KPSAP. The grandfathered retiree's pre-Medicare medical coverage includes the spouse or domestic partner, dependent children up to the limiting age, and disabled dependent children.

2725 D. Upon the Death of a Category 1 Employee While Receiving the Medical Subsidy

2726 In the event a Category 1 retiree who has commenced receiving the Medical Subsidy, or grandfathered retiree coverage dies, the surviving pre-Medicare eligible spouse/domestic partner and eligible children shall be covered under the active employee plan, until limiting age, and the pre-Medicare active plan coverage or the Medical Subsidy will continue for the surviving spouse or domestic partner.

2727 The Medical Subsidy or pre-Medicare active coverage for the surviving spouse/domestic partner or eligible children of any other Category 1 retiree will begin when the deceased Category 1 retiree would have attained age 65.

2728 E. While Still Employed

2729 If a grandfathered Category 1 retiree dies while still employed, survivor coverage will begin at the start of the month following the date of death.

2730 The active medical plan for disabled dependent children does not continue past age twenty-six (26) in the event of a Category 1 retiree's death.

2731 **Section 3 – Category 2 Employees**

2732 A Category 2 retiree and his/her spouse or domestic partner, and his/her dependent child will not receive a Medical Subsidy.

2733 **Section 4 – “Medical Subsidy” Rules of Application (Category 1 Employees only)**

2734 The following rules shall apply to the Medical Subsidy:

2735 A. If Costs of the Premium for KPSAP Exceed or Are Less Than the Subsidy

2736 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.

2737 B. Failure to Pay KPSAP Premiums

2738 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/her Medicare-eligible spouse or domestic partner, the spouse or domestic partner shall lose coverage in accordance with KPSAP terms.

2739 C. Application of the Medical Subsidy Within the Southern California Region and Coordination with Medicare

2740 Within the Southern 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/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.

2741 D. Application of the Medical Subsidy Outside the Southern California Region

2742 If a Category 1 retiree and/or his/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.

2743 E. When the Medical Subsidy Applies

2744 The Medical Subsidy for a Category 1 retiree, his/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 sixty-five (65) or is Medicare eligible unless the retiree meets the definition of Category 3: Disabled Employees as described in paragraph 2772 or is a previously grandfathered employee who is defined as an employee who had ten (10) years or more of service as of January 1, 1990.

2745 E. Upon the Retiree's Death

2746 In the event of a Category 1 retiree's death, the one hundred percent (100%) Medical Subsidy for a surviving spouse or eligible domestic partner will continue for the survivor until remarriage/recommitment or death.

2747 **Section 5 – Health Reimbursement Account (“HRA”)**

2748 **Retiree Medical Employer Allocation to Health Reimbursement Account (“HRA”) For Category 1 and 2 Employees**

2749 A. Category 1 Employees – HRA Account – \$1,000 per Year of Service

2750 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 one thousand dollars (\$1,000) per year of Service.

2751 B. Service Defined for Years Prior to January 1, 2017

2752 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.

2753 C. Service Defined for Years On or After January 1, 2017

2754 On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable,

2755 D. Category 2 Employees – HRA Account – Thirty-Five (35) Year Maximum

2756 A Category 2 employee will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of one thousand dollars (\$1,000) per year of Service, prorated as applicable, up to a maximum of thirty-five (35) years. A year of Service is equal to two thousand (2,000) compensated hours.

2757 E. Retiree Medical HRA Rules of Application For Category 1 and 2 Employees

2758 The following rules shall apply to reimbursements from the Retiree Medical HRA:

2759 1. Access to HRA Account

2760 A retiree may access the Retiree Medical HRA for reimbursement of IRS-approved expenses (with limitations described 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).

2761 2. Applicable Reimbursements from the HRA Within the KP Service Area

2762 For a retiree residing within the 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 copayments required for covered services under KPSAP (or other plans offered by Kaiser Foundation Health Plan).

2763 3. Applicable Reimbursements from the HRA Outside the KP Service Area

2764 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 copayments, based on guidelines issued by the Internal Revenue Service.

2765 4. In Cases Where the HRA is Legally Not Applicable to a Retiree's Same Sex Spouse or Domestic Partner

2766 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 fifteenth [15<sup>th</sup>] day of the third [3<sup>rd</sup>] month after the applicable event, if later).

2767 5. In Case of the Retiree's Death

2768 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 surviving 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 set forth in this Section E, 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.

2769 **Section 6 – Category 3 Employees – Disabled Employees**

2770 **Retiree Medical Program For Disabled (Category 3) Employees On and After January 1, 2017**

2771 **“Eligibility” For Category 3 Disabled Employees**

2772 A. **Hired Prior to January 1, 2017**

2773 An active employee who was hired before January 1, 2017 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 ten (10) years or more of Service and who is eligible for disability benefits under Title II of the Social Security Act.

2774 B. **Hired on or After January 1, 2017**

2775 An active employee who was hired on or after January 1, 2017 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 or more of Service and who is eligible for disability benefits under Title II of the Social Security Act.

2776 C. **Definition of Year of Service**

2777 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.

2778 On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable.

2779 **Section 7 – “Medical Subsidy” For Category 3 Disabled Employees**

2780 A. **Category 3 – Amount of Medical Subsidy and Annual Increases**

2781 A Category 3 disabled retiree shall be entitled to a Medical Subsidy equal to the greater of one hundred dollars (\$100) per month or the monthly premium of the highest cost individual Southern California Region Kaiser Permanente Senior Advantage Plan (“KPSAP”) or its successor as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year.

- 2782 B. Category 3 Employee Must Meet Category 1 Requirements for Spouse/Domestic Partner Coverage
- 2783 Unless the Category 3 disabled retiree also meets the requirements in Category 1, a Category 3 disabled retiree's spouse or eligible domestic partner shall not receive a Medical Subsidy.
- 2784 C. Category 3 Employee's Dependent Children
- 2785 The Category 3 disabled retiree's eligible dependent children shall be covered under the active employee plan in effect at the time services are received. The active medical plan for disabled dependent children does not continue past age 26 in the event of a Category 3 retiree's death.
- 2786 D. Category 3 Employee's Coverage in the Active Employee's Health Plan Until Medicare Becomes Effective
- 2787 Before Medicare becomes effective, a Category 3 disabled retiree shall be covered under the active employee plan in effect at the time services are received until Medicare becomes effective.
- 2788 If the Category 3 disabled retiree also meets the requirements in Category 1, the Category 3 disabled retiree's spouse/domestic partner and dependent children also shall be covered under the active employee plan in effect at the time services are received until Medicare becomes effective.
- 2789 E. Category 3 Rules of Application of Medical Subsidy the Same as Category 1
- 2790 The Retiree Program "Medical Subsidy" Rules of Application above, for Category 1 employees shall also apply to Category 3, Disabled employees.

2791 **Section 8 – Category 3 – Employer Allocation to Health Reimbursement Account For Category 3 Disabled Employees**

- 2792 A. Amount of Allocation for Category 3 Employee
- 2793 A Category 3 disabled employee 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 fifteen thousand dollars (\$15,000) or one thousand dollars (\$1,000) per year of Service based on a 1,000-hour compensated year or as otherwise then 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, prorated as applicable.

- 2794 B. Category 3 Rules of Application of HRA the Same as Category 1 and 2
- 2795 The Retiree Medical HRA Rules of Application above for Category 1 and 2 employees shall also apply to Category 3 Disabled employees.
- 2796 **Section 9 – Retiree Medical Program For Current Retirees (Retired Prior to January 1, 2017)**
- 2797 A. Current Retiree Definition – An Employee Who Retires Before January 1, 2017
- 2798 A “Current Retiree” is an active employee who retires on or after the effective date of this Agreement and before January 1, 2017. An active employee “retires” before January 1, 2017, if he/she retires under the KPRP, after attaining at least age 55, or has age plus years of service equal seventy-five (75) and with at least fifteen (15) or more years of Service.
- 2799 B. Health Plan Coverage for Current Retirees Prior to January 1, 2015 – \$5 Copay Program
- 27100 A Current Retiree and his/her eligible dependents who become eligible for Retiree Health Plan coverage commencement prior to December 31, 2014 will have a five dollar (\$5.00) copayment for each medical office visit and each prescription through December 31, 2014.
- 27101 C. Health Plan Coverage for Current Retirees On or After January 1, 2015 – \$20 Copay Program
- 27102 Effective January 1, 2015, a Current Retiree and his/her eligible dependents will have a twenty dollar (\$20) copayment level which includes \$20 medical office visits, \$20 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$10 generic/\$15 brand prescription (30-day supply maximum), etc. A detailed list is described in Appendix B.
- 27103 Any changes to the active employee copayments on or after January 1, 2015 will also be implemented for the retiree and his/her eligible dependents and survivors.
- 27104 Paragraphs 27105 through 27133 describe the eligibility, Medicare coordination, out-of-area, out-of-region and survivor benefit rules for Current Retirees.
- 27105 D. A Current Retiree Retiring at Age Sixty-Five (65)
- 27106 A Current Retiree who retires at age sixty-five (65) with fifteen (15) or more years of Service, and has Health Plan coverage at the time of retirement, remains eligible for Retiree Health Plan coverage on his/her retirement date.

- 27107 Coverage will be extended to the spouse of the eligible Current Retiree until such time that the spouse remarries or dies, and to the retiree's eligible dependents until they reach the limiting age. Employer-paid Retiree Health Plan coverage will be extended to the domestic partner for the duration of the life of the Current Retiree.
- 27108 E. A Current Retiree Retiring Before Age Sixty-Five (65)
- 27109 A Current Retiree younger than age 65 (i.e., Early Retiree) with fifteen (15) or more years of Service remains eligible for Employer-paid Retiree Health Plan, coverage commencing at age sixty-five (65).
- 27110 As an exception, a Current Retiree with fifteen (15) or more years of Service, who has ten (10) or more years of Service prior to January 1, 1990, remains eligible for Employer-paid Retiree Health Plan coverage from his/her early retirement date.
- 27111 F. Requirements for Eligibility for Continued Employer Paid Retiree Health Plan Coverage for Current Retiree
- 27112 Upon attaining age sixty-five (65) in order to be eligible for continued Employer-paid Retiree Health Plan coverage, a Current Retiree must enroll in Parts A and B and any other relevant Parts of Medicare.
- 27113 The Current Retiree's spouse or domestic partner must also take the same actions when eligible. Eligible dependents will be covered until they reach the limiting age.
- 27114 Physically or mentally disabled children are also covered past age 26, provided such disability occurred prior to the dependent children turning 26. Annual certification of disability and dependency may be required by Health Plan.
- 27115 G. Additional Requirement for Current Retiree – Health Plan Coverage Coordinated with Medicare
- 27116 The Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to an eligible Current Retiree and/or his/her spouse or eligible domestic partner who becomes eligible for Medicare at the time of Normal or Postponed retirement or when first eligible after Early retirement.
- 27117 Should the Current Retiree and/or spouse or eligible domestic partner elect non-enrollment or to disenroll in the current Medicare coordinated Health Plan Coverage program, the retiree must pay the difference between the Employer's cost for the Medicare Coordinated program and the non-Medicare coordinated Coverage premiums.

- 27118 H. Change In Medicare Laws and Bargaining
- 27119 In the event there are any changes in the Social Security Medicare laws which affect the Employer's Medicare reimbursement, the Employer retains the right to contact the Union to commence negotiations relative to the retiree Health Plan benefit.
- 27120 I. Out-of-Area Plan for Current Retiree
- 27121 The out-of-area plan is an optional plan for a Current Retiree who is eligible for post-retirement medical benefits and who move to an area not served by Kaiser Permanente.
- 27122 The out-of-area plan will integrate with Medicare, when applicable, and includes inpatient services at 100% of usual and customary; outpatient services such as lab tests, outpatient surgery etc, at 100% of usual and customary; emergency care at 100% of usual and customary; and prescription drugs (co-payments apply).
- 27123 The Current Retiree has the option to maintain his/her Southern California Kaiser Permanente Retiree Health Plan coverage instead of the out-of-area plan. This coverage is not comprehensive and covers emergency/urgent care and mail order prescriptions only.
- 27124 J. Out-of-Region Plan for Current Retirees
- 27125 The out-of-region plan is a required plan for a Current Retiree who is eligible for post-retirement medical benefits and who moves to another Kaiser Permanente region. The out-of-region plan will require Medicare assignments, when applicable. The out-of-region plan includes services such as doctor's office visits, prescription drugs, inpatient services, emergency care, vision care, and durable medical equipment coverage. Copayments will apply.
- 27126 K. Dental Plan Coverage for Current Retiree
- 27127 Kaiser Permanente does not provide Employer-paid Dental coverage for retirees.
- 27128 L. Survivor Health Plan Coverage for Current Retiree Death While Actively Employed
- 27129 In the event a Current Retiree, who has fifteen (15) or more years of service and has met the eligibility requirements for retirement, dies while actively employed, Retiree Health Plan coverage will be provided to the spouse/domestic partner, until remarriage/recommitment or death, and eligible dependents until they reach the limiting age.
- 27130 Coverage will begin when the deceased Current Retiree would have been eligible for Retiree Health Plan coverage if he/she was alive. Upon the death of the Current

Retiree, a physically or mentally dependent child who is beyond limiting age will be given the option to convert to direct pay Health Plan Coverage or continue Health Plan Coverage under provisions as specified by COBRA.

27131 M. Death While Retired

27132 In the event a Current Retiree with Retiree Health Plan coverage dies, the Retiree Health Plan coverage shall continue for the spouse/eligible domestic partner until remarriage/recommitment or death and for eligible dependents until they reach the limiting age.

27133 Upon the death of the Current Retiree with Retiree Health Plan coverage, a physically or mentally dependent child who is beyond limiting age, will be given the option to convert to direct pay Health Plan Coverage or continue Health Plan Coverage under provisions as specified by COBRA.

27134 **Section 10 – Retiree Life Insurance**

27135 Each employee who retires at age 55 or older with fifteen (15) years or more of Service and was regularly scheduled to work thirty-two (32) or more hours per week and had life insurance coverage at the time of retirement, Kaiser Permanente will provide the employee with company-paid retiree life insurance coverage.

27136 The Age-Rated insurance will taper in five (5) year increments to a minimum of \$5,000. The \$5,000 life insurance will reduce to \$2,000. The two (2) times annual insurance will taper 1% per month for seventy-five (75) months to the greater of \$2,000 or 25% of the original life insurance amount. The one (1) time annual salary Supplemental Life insurance coverage may be converted to an individual plan.

27137 Additional employee-purchased coverage will be available for conversion to an individual policy upon retirement.

27138 **COVERAGE, LIMITATIONS AND EXCLUSIONS**

27139 Coverage, limitations and exclusions of the foregoing Health and Welfare plans for retirees are established and governed by the Employer's service agreements with the respective providers and insurance carriers, and Plan Documents.

2800 **ARTICLE XXVIII – DISABILITY PLANS**

2801 **Section 1 – Short-Term Disability (STD)**

2802 An active employee regularly scheduled to work thirty-two (32) or more hours per week has the option to purchase Short-Term Disability (STD) Insurance.

2803 Benefits are payable beginning on the first (1<sup>st</sup>) day of hospitalization or on the eighth (8<sup>th</sup>) consecutive day of illness or injury or upon exhaustion of ESL hours, whichever is later. This coverage provides at least fifty percent (50%) of the employee's base salary, or up to sixty percent (60%) of the base salary if combined with other disability income such as State Disability Insurance (SDI), Workers' Compensation and/or Social Security.

2804 Disability benefits may be paid for a maximum of three (3) years from the date of disability with continued physician certification. Disability benefits will cease earlier if the employee is no longer disabled, or dies.

2805 In order to be a participant in this benefit, the employee must enroll and pay a monthly premium.

2806 **Section 2 – Salary Continuance**

2807 Each employee regularly scheduled to work thirty-two (32) or more hours per week is automatically eligible for the Salary Continuance (SC) plan after two (2) years of employment. This benefit is Employer-paid.

2808 In the event of a disability, in instances where the employee has no ESL hours or does not elect ETO hours, the Salary Continuance benefit will bridge the employee's income with a total of 50% of his/her base salary for up to six (6) months from the date of disability or until the employee is eligible for Long-Term Disability, whichever is sooner.

2809 In order to receive Salary Continuance benefits, the employee must be eligible for SDI or Workers' Compensation.

2810 **Section 3 – Long-Term Disability (LTD)**

2811 An employee regularly scheduled to work thirty-two (32) or more hours per week and has two (2) years of employment, is automatically covered by the company-paid Long-Term Disability (LTD) benefits. LTD provides monthly income payments if an employee becomes disabled and cannot earn more than 80% of his/her pre-disability salary.

2812 Benefits are payable after six (6) months of disability or when an employee exhausts all hours in his/her ESL Bank and uses any immediately elected ETO hours, whichever is later.

2813 This benefit provides at least fifty percent (50%) of an employee's base salary or up to sixty percent (60%) if integrated with other disability income such as State Disability, Workers' Compensation and/or Social Security, or up to 100% of the employee's pre-disability base salary with offsets from other income, during the first (1<sup>st</sup>) twenty-four (24) months of disability if participating in an approved rehabilitation/return to work incentive plan.

2814 Further incentives are provided after the first (1<sup>st</sup>) twenty-four (24) months, if applicable. Benefits are paid on a monthly basis according to the following table:

2815 **Duration of Benefits Table**

Age on Date of Disability Starts	Maximum Benefit Duration from Date of Disability
Less than 61	Up to Age 65
62	48 Months
63	48 Months
64	48 Months
65	48 Months
66	48 Months
67	24 Months
68	24 Months
69 and over	12 Months

2816 LTD benefits due to mental or nervous disorders or diseases, and drug, alcohol or substance abuse or dependency are limited to a maximum of three (3) years in the employee’s lifetime.

2817 The LTD plan has a pre-existing condition clause that excludes disability coverage during the first twelve (12) months of coverage on a disability resulting from a condition which is treated within three (3) months prior to coverage becoming effective.

2818 **Exclusions and Limitations**

2819 Coverage, limitations and exclusions of the foregoing disability plans are established and governed by the Employer’s service agreements with the respective providers, and insurance carriers, and Plan Documents. The foregoing plans are governed by the plan documents and/or Kaiser Permanente policies.

2900 **ARTICLE XXIX – RETIREMENT PLANS**

2901 **Section 1 – Kaiser Permanente Retirement Plan (KPRP)**

2902 A. Through December 31, 2014 an Employee Becomes a Participant in the Kaiser Permanente Retirement Plan (KPRP)

2903 Through December 31, 2014, an employee becomes a participant in the Employer-funded Kaiser Permanente Represented Employees Pension Plan supplement to the Kaiser Permanente Retirement Plan (KPRP), regardless of his/her employment status and work schedule, in the calendar year in which he/she completes at least one thousand (1,000) hours.

2904 An employee who becomes a participant in the KPRP receives Credited Service from his/her date of hire.

- 2905 B. New Hires Do Not Participate in KPRP Effective January 1, 2015
- 2906 Effective January 1, 2015, a newly hired employee or an employee rehired after a break in service will not be eligible for, and will not become a participant in the KPRP.
- 2907 C. New Hires Participate in a Defined Contribution Plan
- 2908 A newly hired employee or an employee rehired after a break in service will be covered under the Kaiser Permanente Southern California Employees Defined Contribution (EDC) as described below in Section 4.
- 2909 D. Employees Hired Prior to January 1, 2015 Retain KPRP When Transferring
- 2910 Effective January 1, 2015, a current employee or a transferring employee without a break in service, and who was employed by the Employer before January 1, 2015 shall become a participant in the Kaiser Permanente Southern California Employees Pension Plan supplement to the Kaiser Permanente Retirement Plan.
- 2911 E. Benefit of KPRP
- 2912 1. Retirement Income
- 2913 For an employee hired prior to January 1, 2015, the pension plan provides an employee with retirement income based on his/her length of Service and compensation.
- 2914 2. Vesting
- 2915 Vesting in KPRP is attained after five (5) years of service.
- 2916 3. Benefit Upon Termination
- 2917 If an employee terminates after five (5) years of Service, but before eligibility for early retirement, he/she is eligible for an unreduced Deferred Vested Pension, payable at age sixty-five (65) based upon the benefit accrued at time of termination. An employee who terminates with fifteen (15) or more years of Service, prior to being eligible to retire, will be eligible to receive an actuarially reduced Deferred Vested Pension, as early as age fifty-five (55) based upon the benefit accrued at time of termination.

- 2918 F. Years of Service Used to Determine Vesting – KPRP
- 2919 1. Prior to January 1, 2015 – No Proration for Years of Service
- 2920 Through December 31, 2014, one (1) year of Service is equal to one thousand (1,000) compensated hours in a calendar year. There is no proportional year of Service for those years in which an employee has fewer than 1,000 compensated hours.
- 2921 2. On or After January 1, 2015 – Years of Service for Vesting Prorated – KPRP
- 2922 Effective January 1, 2015, an employee will have Service prorated for years in which he/she earns fewer than 1,000 hours. Years of Service determine if an employee is eligible for deferred vested retirement, or early, normal or postponed retirement.
- 2923 G. Credited Service – Used to Determine Amount of Monthly Pension Benefit of KPRP
- 2924 One (1) year of Credited Service is equal to two thousand (2,000) compensated hours in a calendar year. For those years in which an employee has fewer than two thousand (2,000) compensated hours, proportional Credited Service will be granted for all compensated hours based upon a two thousand (2,000) hour year. Credited Service is used to determine the amount of monthly pension benefits.
- 2925 H. Final Average Monthly Compensation for KPRP (FAMC)
- 2926 FAMC is the employee’s average monthly compensation for the highest sixty (60) consecutive months of employment in the last one hundred twenty (120) months of employment. The FAMC shall be calculated based on straight time base rate.
- 2927 I. KPRP Formula Prior to January 1, 2015
- 2928 Through December 31, 2014, the formula for normal monthly retirement income shall be the FAMC multiplied by the 1.5% factor multiplied by the years of Credited Service.
- 2929 J. KPRP Formula On and After January 1, 2015
- 2930 Effective January 1, 2015, an eligible employee’s normal retirement income shall be computed at 1.45% factor multiplied by their years of Credited Service earned after December 31, 2014.

- 2931 K. In-Service KPRP Distribution
- 2932 Effective January 1, 2015, an eligible employee who has not separated from service as defined by the Internal Revenue Code shall be entitled to elect a one-time in-service distribution from KPRP at age sixty-five (65) or older, in accordance with the terms of the governing plan documents and applicable IRS rules.
- 2933 L. Early Retirement – KPRP
- 2934 1. Prior to January 1, 2015
- 2935 Early Retirement eligibility is established if an employee is at least fifty-five (55) years old and has fifteen (15) or more years of Service, or when the sum of his/her age and years of Service is at least 75.
- 2936 2. On or After January 1, 2015
- 2937 Effective January 1, 2015, Early Retirement eligibility under the Kaiser Permanente Southern California Employees’ Pension Plan supplement to the Kaiser Permanente Retirement Plan is established only if a an eligible employee is at least fifty-five (55) years old and has fifteen (15) or more years of Service.
- 2938 3. Reduction Schedule for Early Retirement
- 2939 An eligible employee who elects Early Retirement will have his/her benefit accrued under KPRP/KPSCEPP reduced for early payment based on the fifty percent 50% at age fifty-five (55) reduction schedule as described in the plan.
- 2940 M. Normal Retirement
- 2941 Normal retirement is established if an employee is age sixty-five (65).
- 2942 N. Postponed Retirement
- 2943 Postponed retirement is established when an employee retires beyond age sixty-five (65).
- 2944 O. Disability Retirement
- 2945 Effective January 1, 2015, an employee may be eligible for a Disability Retirement benefit accrued under the Kaiser Permanente Southern California Employees’ Pension Plan supplement to the Kaiser Permanente Retirement Plan at a reduced level of benefit, if he/she has ten (10) years of pension Service and receives a Title II Social Security Disability Award (or as otherwise required under the plan terms).

- 2946 P. Pre-Retirement Survivor Annuity – KPRP
- 2947 1. Death of Vested, Active Employee
- 2948 In the event an eligible employee who is vested in the pension plan, dies while actively employed, the Employer will provide the surviving spouse or eligible domestic partner a lifetime monthly benefit.
- 2949 2. Survivor Benefit Prior to January 1, 2015
- 2950 Through December 31, 2014, the amount of the Survivor Annuity is determined as if the employee had elected a joint and survivor annuity with a 66 2/3% continuation to the surviving spouse or domestic partner.
- 2951 3. Survivor Benefit On or After January 1, 2015
- 2952 Effective January 1, 2015, the amount of the Survivor Annuity benefit accrued under the Kaiser Permanente Southern California Employees’ Pension Plan supplement to the Kaiser Permanente Retirement Plan is determined as if the eligible employee had elected a joint and survivor annuity with a 50% continuation to the surviving spouse or domestic partner.
- 2953 4. Commencement of Payment of Survivor Benefit
- 2954 Payment of the Survivor Annuity to the spouse commences on the first (1<sup>st</sup>) day of the month following the eligible employee’s Normal Retirement date, unless the spouse elects earlier payment. Payment of the Survivor Annuity to the eligible domestic partner commences no later than one year after date of death, in accordance with applicable IRC rules.
- 2955 5. Qualified Dependent Survivor Benefit – KPRP
- 2956 Effective January 1, 2015, with respect to the benefit accrued under the Kaiser Permanente Southern California Employees’ Pension Plan supplement to the Kaiser Permanente Retirement, if the employee dies and had no surviving spouse or eligible domestic partner, pension plan survivor benefits will be payable to a non-spouse, non-domestic partner survivor qualified dependent as defined under the KPSCEPP.
- 2957 6. Coverage, Limitations, and Exclusions
- 2958 Coverage, limitations and exclusions of the foregoing pension plan are determined by the Employer’s pension plan documents.

2959 **Section 2 – Kaiser Permanente Supplemental Savings and Retirement Plan For Union Groups (PUG)**

2960 A. Commencement and Termination of Employer Contributions to PUG

2961 If an employee completed two (2) years of employment prior to December 31, 2014, an employee automatically participated in the Employer-paid Kaiser Permanente Supplemental Savings and Retirement Plan For Union Groups (PUG). The Employer contributed a fixed five percent (5%) of the employee’s annual salary to PUG. The five percent (5%) Employer contribution ceased as of the last pay period in the December 2014 payroll calendar year.

2962 B. Termination of Employee Contributions to PUG

2963 Through December 31, 2014, an employee may have elected to make after-tax contributions by deferring a percentage of his/her salary into PUG. An employee’s contributions ceased as of the last pay period in the December 2014 payroll calendar year.

2964 **Section 3 – Tax Deferred Retirement Plan**

2965 A. Employee Participation in the Tax Deferred Retirement Plan

2966 An employee may elect to participate in a tax-deferred retirement plan through pre-tax contributions. Enrollment in this plan can be on his/her date of hire or anytime thereafter, regardless of employment status and work schedule.

2967 B. Automatic Enrollment in the Tax Deferred Retirement Plan

2968 Effective January 1, 2015, a newly hired employee will be automatically enrolled in the employee contribution of the tax-deferred retirement plan at two percent (2%) of eligible compensation. A newly hired employee may opt out of the automatic enrollment within forty-five (45) days.

2969 C. Employer Match Contribution to the Tax Deferred Retirement Plan

2970 Beginning January 1, 2015, an employee with one (1) or more years of service, who contributes to the tax deferred retirement savings plan, will be eligible for the Employer Match program.

2971 The Employer will make contributions to match one hundred percent (100%) of an employee’s contribution, up to one and one-quarter percent (1.25%) with optimization of the employee’s eligible compensation.

2972 The Employer Match contributions will vest in increments of twenty percent (20%) per year, with participants becoming fully vested after five (5) years of employment. All years of employment count toward eligibility and vesting.

2973 The Employer will ensure that as long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes at least two percent (2%) of eligible compensation throughout the year, the Employer will match one and one-quarter percent (1.25%) of his/her eligible compensation.

2974 D. Qualifications for In-Service Hardship Withdrawals, Distributions and Loans

2975 An eligible employee in the tax deferred retirement savings plan shall qualify for in-service hardship withdrawals, distributions, and loans in accordance with the terms of the governing plan documents and applicable IRC rules. Upon termination or retirement, the vested tax deferred retirement savings plan account balance is distributed or deferred in accordance with the governing plan documents and applicable IRC rules.

2976 E. Governance of Tax Deferred Retirement Plan

2977 The tax deferred retirement savings plan is governed by the plan documents as amended from time to time.

2978 **Section 4 – Kaiser Permanente Southern California Employees Defined Contribution (EDC)**

2979 A. Eligibility

2980 1. New Hires Effective January 1, 2015

2981 Effective January 1, 2015, a newly hired employee, or an employee rehired after a break in service, shall become a participant in the Kaiser Permanente Southern California Employees Defined Contribution (EDC) plan.

2982 2. Employees Transferring Into a Bargaining Unit Position On or After January 1, 2015

2983 An employee who transfers into the bargaining unit on or after January 1, 2015, who was hired or rehired by the Employer on or after January 1, 2015, also shall become a participant in the EDC.

2984 3. Automatic Participation in Defined Contribution Plan (EDC)

2985 An employee hired or rehired on or after January 1, 2015 automatically participates in the EDC upon his/her first day of employment in an eligible status

under the terms of the EDC. An employee hired or rehired on or after January 1, 2015 may participate in EDC regardless of scheduled hours.

- 2986 4. Employees Participating in KPRP Not Eligible to Participate in EDC
- 2987 No employee who continues to accrue Credited Service in the Kaiser Permanente Southern California Employees Pension Plan supplement to the Kaiser Permanente Retirement Plan (KPRP) on or after January 1, 2015 is eligible to participate in the EDC.
- 2988 B. Employer Contribution to EDC
- 2989 An eligible employee in the EDC will receive an Employer contribution of five percent (5%) of eligible compensation.
- 2990 Effective January 1, 2016, the Employer contribution is increased to six percent (6%) of eligible compensation.
- 2991 An employee will be provided with a variety of investment options. An employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the EDC. The maximum contribution amount is defined in accordance with IRC rules as specified in the EDC.
- 2992 C. Employee Contribution to the EDC
- 2993 An eligible employee in the EDC may contribute up to ten percent (10%) of compensation on an after-tax basis.
- 2994 An employee will be provided with a variety of investment options. An employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the EDC. The maximum contribution amount is defined in accordance with IRC rules as specified in the EDC.
- 2995 D. Vesting in the EDC
- 2996 An eligible employee in the EDC is immediately one hundred percent (100%) vested in the Employer and employee contributions.
- 2997 E. Distributions and Withdrawals from the EDC
- 2998 An eligible employee in the EDC shall qualify for in-service withdrawals and distributions in accordance with the terms of the EDC and applicable IRC rules. Upon termination or retirement, the EDC account balance is distributed to the participant or, if qualified and elected, deferred in accordance with the applicable IRC rules.

2999 F. Plan Terms of the EDC

29100 The EDC is governed by the plan documents as amended from time to time.

## 3000 **ARTICLE XXX – SPENDING ACCOUNTS**

### 3001 **Section 1 - Dependent Care Spending Account (DCSA)**

3002 An employee with eligible dependent expenses can participate in the Dependent Care Spending Account (DCSA) which is entirely voluntary and allows employees to pay for eligible dependent services with pre-tax dollars.

3003 The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.

3004 An employee, regardless of work schedule, is eligible to enroll in the DCSA effective on his/her date of hire.

3005 The DCSA allows employees to contribute pre-tax dollars annually as limited by the plan or Internal Revenue Code (IRC). These contributions may be used to pay for certain dependent care expenses for eligible dependents as permitted by the IRC and as governed by law.

### 3006 **Section 2 - Health Care Spending Account (HCSA)**

3007 An employee can participate in the Health Care Spending Account (HCSA), which is entirely voluntary and allows employees to pay for eligible medical care services with pre-tax dollars.

3008 The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.

3009 An employee who is regularly scheduled to work twenty (20) hours or more per week is eligible to participate in the HCSA, effective on date of hire. The HCSA allows employees to contribute pre-tax dollars annually as limited by the plan or IRC as applicable. This plan may pay for eligible health care expenses for an employee and/or his/her eligible dependents, as permitted by the IRC and as governed by law.

3100 **ARTICLE XXXI – ANNUAL PERFORMANCE  
EVALUATION**

3101 **Section 1 – Performance Evaluations**

3102 A. A Teaching Tool

3103 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 and to provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

3104 B. Not Intended for Use As Discipline

3105 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 of receipt.

3106 C. Employee Written Comments

3107 Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee's personnel file.

3108 D. Performance Evaluations Not Grievable

3109 Performance evaluations shall not be grievable.

3110 **Section 2 – Access to Personnel Records**

3111 Inspection and Copying

3112 An employee shall be entitled at a mutually convenient time to inspect documents, reports and other written materials in her/his official personnel files relating to his/her employment and performance.

3113 When inspecting said materials the employee may, at the employee's request, be accompanied by a Union Representative.

3114 Upon request, an employee may receive copies of materials normally provided to the employee (e.g., notices of disciplinary action, performance evaluations).

3115 **Section 3 – Filing Copies**

3116 A copy of any material relating to the performance and/or discipline of an employee shall be provided to the employee prior to being placed in her or his official personnel files.

3117 The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that said signature merely signifies that the employee has read the material and does not necessarily indicate agreement with its contents.

3118 An employee shall have the right to answer any material filed within ten (10) working days after such filing, and this answer shall be attached to the file copy. An employee may grieve the placement of disciplinary material in her/his file.

3119 **Section 4 – Incorrect Material**

3120 Material will be removed or otherwise deleted from an employee's file if the Employer and the employee agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

3200 **ARTICLE XXXII – CORRECTIVE ACTION**

3201 A. Definition

3202 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.

3203 B. Just Cause

3204 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.

3205 C. Request for Union Representation

3206 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.

3207 D. Progressive Discipline

3208 It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.

3209 E. Relevant Documents

3210 In the event the Employer disciplines or discharges an employee, the Employer will, at the written 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.

3211 F. Right to Respond in Writing

3212 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.

3213 **Section 1 - Corrective Action Procedure**

3214 A. Level 1 - Oral Reminder

3215 The manager/supervisor will meet 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 1 (One) is to gain the employee's understanding and agreement to solve the problem.

3216 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.

3217 B. Level 2- Individual Action Plan

3218 This is the second level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue.

3219 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.

3220 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.

3221 C. Level 3- Corrective Action Plan

3222 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.

3223 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.

3224 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.

3225 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.

3226 D. Level 4 - Day of Decision

3227 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.

3228 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 may include the next higher level manager/chief, the employee, and the union steward and may include 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.

3229 If management decides to invoke the Day of Decision, management 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.) Management 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.

3230 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.

3231 E. Level 5- Termination

3232 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.

3233 **Section 2 - Purging of Documentation**

3234 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.

3235 **Section 3 - Maintenance of Documentation**

3236 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.

3237 **Section 4 - Investigatory Suspensions**

3238 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.

3239 **Section 5 - Acts of Gross Misconduct**

3240 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.

3300 **ARTICLE XXXIII – DISPUTES**

3301 Work Stoppages

3302 The Employer and the Union realize that the Employer’s facilities are different in their operations from other 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.

3303 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

3400 **ARTICLE XXXIV – ISSUE RESOLUTION AND GRIEVANCE AND ARBITRATION PROCEDURE**

3401 **Section 1 – Issue Resolution**

3402 Issues of concern to either the Employer or the employees or both, initially will be raised at the work unit level, and the employees and management within the work unit will meet as soon as possible to attempt the resolve the concern using a variety of problem-solving techniques, including, but not limited to, interest-based problem-solving.

3403 Issue resolution is not intended as a substitute for the grievance procedure.

3404 **Section 2 – Grievance and Arbitration Procedure**

3405 **General Principles**

3406 A. Basic Means of Settling Grievances

3407 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.

3408 B. Time Limits

3409 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.

- 3410 All discharge grievances shall be referred immediately to Step Two of this procedure within ten (10) calendar days from the date of the discharge.
- 3411 Any grievance not timely filed is deemed waived by the aggrieved party.
- 3412 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.
- 3413 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.
- 3414 C. Mandatory Meetings
- 3415 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.
- 3416 D. Written Grievance Documents
- 3417 All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.
- 3418 E. Non Precedent-Setting Settlements
- 3419 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.
- 3420 F. Good Faith Efforts to Resolve Issues
- 3421 The goal of the parties is to achieve early and prompt resolution 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 this Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.
- 3422 G. Union Staff Representatives
- 3423 Union Staff representatives may participate at any level of the grievance procedure.

3424 H. Necessary and/or Relevant Information

3425 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.

3426 **Section 3 – Steps of the Grievance and Arbitration Procedure**

3427 A. Step One

3428 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.

3429 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.

3430 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.

3431 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.

3432 Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.

3433 B. Step Two

3434 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.

3435 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.

3436 Grievances regarding discharge must be initiated at Step Two within ten (10) calendar days after the action.

- 3437 In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration Procedure.
- 3438 Participants in Step Two should include the employee(s), the Union steward, the supervisor, and the human resources representative.
- 3439 C. Step Three
- 3440 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.
- 3441 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).
- 3442 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.
- 3443 D. Step Four – Arbitration
- 3444 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.
- 3445 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.
- 3446 E. Selection of Arbitrator
- 3447 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.
- 3448 F. Authority of Arbitrator
- 3449 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 wage rate.

3450 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.

3451 The award of the arbitrator shall be final and binding on both parties.

3452 G. Cost of Arbitration

3453 Each party shall pay one-half (½) 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 rooms costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

3500 **ARTICLE XXXV – CONFORMITY TO LAW – SAVINGS CLAUSE**

3501 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.

3502 It is further agreed, that the parties will enter negotiations for the correction of any illegal or unenforceable provision(s) of this Agreement.

3600 **ARTICLE XXXVI – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

3601 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.

3700 **ARTICLE XXXVII DURATION**

3701 This Agreement shall be effective December 17, 2015 and remain in effect through September 30, 2018. The Agreement shall continue from year to year thereafter unless amended, modified or terminated.

3702 Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.

3703 Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

SOUTHERN CALIFORNIA REGION  
Kaiser Foundation Hospitals  
Southern California Permanente Medical Group

NATIONAL UNION OF  
HEALTHCARE WORKERS

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this December 17, 2015.

  
\_\_\_\_\_  
William L. Blank  
Senior Labor Relations Representative

  
\_\_\_\_\_  
Sal Rosselli,  
President, NUHW

  
\_\_\_\_\_  
Ralph R. Cornejo  
Director, Kaiser Division NUHW

/S/ Rachel Allen  
Department Manager, Health Education

\_\_\_\_\_  
Jason Campbell  
Field Representative

/S/ Florence Bush  
Compensation Consultant

/S/ Renee Cowen  
Registered Dietitian

/S/Cheri Dekeyser  
Senior Human Resources Consultant

/S/ Barbara Escobar  
Health Educator

/S/ Teri Gahre  
Speech Coordinator

/S/ Turusew Gedebu-Wilson  
Registered Dietitian

/S/ Mariciel Gebrian  
Senior Benefits Consultant

/S/ Peter Gevanthor  
Speech Pathologist

/S/ Sheralyn Lewis  
Audiology Coordinator

/S/ Chris Hiatt  
Audiologist

/S/ Renee Pilypaitis  
Director, Food and Nutrition Services

/S/ Susan Tipton  
Health Educator

# APPENDIX A — WAGES

JOB TITLE	JOB CODE		SAL PLAN	SAL GRADE	PAY ID						
					01	02	03	04	05	06	07
					STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
					START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
<b>BASE WAGE RATES</b>											
<u>LEVEL I</u>											
DIETITIAN I	10023	Effective 12/7/2015	64	01	29.589	30.827	32.117	33.459	34.854	36.303	38.188
HEALTH EDUCATOR I	10024	Effective 12/21/2015			30.477	31.752	33.081	34.463	35.900	37.392	39.334
		Effective 12/19/2016			31.848	33.181	34.570	36.014	37.516	39.075	41.104
		Effective 12/18/2017			33.281	34.674	36.126	37.635	39.204	40.833	42.954
<u>LEVEL II</u>											
DIETITIAN II	10025	Effective 12/7/2015	64	02	30.961	32.199	33.489	34.830	36.225	37.675	39.559
HEALTH EDUCATOR II	10026	Effective 12/21/2015			31.890	33.165	34.494	35.875	37.312	38.805	40.746
		Effective 12/19/2016			33.325	34.657	36.046	37.489	38.991	40.551	42.580
		Effective 12/18/2017			34.825	36.217	37.668	39.176	40.746	42.376	44.496
<b>PER DIEM - 20% ABOVE BASE</b>											
<u>LEVEL I</u>											
DIETITIAN I	10027	Effective 12/7/2015	65	01	35.507	36.992	38.540	40.151	41.825	43.564	45.826
HEALTH EDUCATOR I	10028	Effective 12/21/2015			36.572	38.102	39.697	41.356	43.080	44.870	47.201
		Effective 12/19/2016			38.218	39.817	41.484	43.217	45.019	46.890	49.325
		Effective 12/18/2017			39.937	41.609	43.351	45.162	47.045	49.000	51.545
<u>LEVEL II</u>											
DIETITIAN II	10029	Effective 12/7/2015	65	02	37.153	38.639	40.187	41.796	43.470	45.210	47.471
HEALTH EDUCATOR II	10030	Effective 12/21/2015			38.268	39.798	41.393	43.050	44.774	46.566	48.895
		Effective 12/19/2016			39.990	41.588	43.255	44.987	46.789	48.661	51.096
		Effective 12/18/2017			41.790	43.460	45.202	47.011	48.895	50.851	53.395

\*Added to Structure 6/2/15

## Advanced Hiring Criteria

At the time of hire, Dietitians and Health Educators *may be* considered for advanced step placement reflective of their experience as follows,

0 to less than 2 years experience	Start Rate
2 years to less than 4 years experience	1 Year Rate
4 years to less than 6 years experience	2 Year Rate
6 or more years experience	3 Year Rate

## Level II Criteria: Master's degree in a field related to position and/or the following certification(s):

Certifications must be current/valid for placement and retaining Level II designation

- CDE – Certified Diabetes Educator
- CNSD – Certified Nutrition Support Dietitian
- \*CNSC – Certified Nutrition Support Clinician
- CSR – Board Certified Specialist in Renal Nutrition
- CSP – Board Certified Specialist in Pediatric Nutrition
- FADA – Fellow of the American Dietetic Association

JOB TITLE	JOB CODE	SAL PLAN	SAL GRADE	PAY ID	PAY ID	PAY ID									
				01	02	03	04	05	06	07	08	09	10	11	
				STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
				START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR

**BASE WAGE RATES**

AUDIOLOGIST	67234	Effective 12/7/2015	66	01	36.470	37.747	39.069	40.436	41.853	43.318	44.835	46.403	48.030	49.472	50.955
SPEECH PATHOLOGIST	67206	Effective 12/21/2015			37.564	38.879	40.241	41.649	43.109	44.618	46.180	47.795	49.471	50.956	52.484
		Effective 12/19/2016			39.254	40.629	42.052	43.523	45.049	46.626	48.258	49.946	51.697	53.249	54.846
		Effective 12/18/2017			41.020	42.457	43.944	45.482	47.076	48.724	50.430	52.194	54.023	55.645	57.314
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AUDIOLOGIST, LEVEL II	67240	Effective 12/7/2015	66	02	38.293	39.635	41.022	42.460	43.945	45.486	47.078	48.725	50.431	51.946	53.502
		Effective 12/21/2015			39.442	40.824	42.253	43.734	45.263	46.851	48.490	50.187	51.944	53.504	55.107
		Effective 12/19/2016			41.217	42.661	44.154	45.702	47.300	48.959	50.672	52.445	54.281	55.912	57.587
		Effective 12/18/2017			43.072	44.581	46.141	47.759	49.429	51.162	52.952	54.805	56.724	58.428	60.178
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AUDIOLOGIST CFY	67232	Effective 12/7/2015	66	03	32.089										
SPEECH PATHOLOGIST CFY	67202	Effective 12/21/2015			33.052										
		Effective 12/19/2016			34.539										
		Effective 12/18/2017			36.093										

**PER DIEM - 20% ABOVE BASE**

AUDIOLOGIST	67235	Effective 12/7/2015	67	01	43.764	45.296	46.883	48.523	50.224	51.982	53.802	55.684			
SPEECH PATHOLOGIST	67207	Effective 12/21/2015			45.077	46.655	48.289	49.979	51.731	53.542	55.416	57.354			
		Effective 12/19/2016			47.105	48.755	50.462	52.228	54.059	55.951	57.910	59.935			
		Effective 12/18/2017			49.224	50.948	52.733	54.578	56.491	58.469	60.516	62.633			
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AUDIOLOGIST, LEVEL II	67236	Effective 12/7/2015	67	02	45.952	47.562	49.226	50.952	52.734	54.583	56.494	58.470			
		Effective 12/21/2015			47.330	48.989	50.704	52.481	54.316	56.221	58.188	60.224			
		Effective 12/19/2016			49.460	51.193	52.985	54.842	56.760	58.751	60.806	62.934			
		Effective 12/18/2017			51.686	53.497	55.369	57.311	59.315	61.394	63.542	65.766			

**Advanced Hiring Criteria**

At the time of hire, Audiologists and Speech Pathologists *may* be considered for advanced step placement reflective of their experience as follows,

Less than 1 year experience	Step 1 (Start rate)
Between 1-2 years experience	Step 2 (1 year rate)
Between 2-3 years experience	Step 3 (2 year rate)
Between 3-4 years experience	Step 4 (3 year rate)
Between 4-5 years experience	Step 5 (4 year rate)
Between 5-6 years experience	Step 6 (5 year rate)
Between 6-7 years experience	Step 7 (6 year rate)
7 or more years experience	Step 8 (7 year rate)

## **APPENDIX B – KAISER FOUNDATION HEALTH PLAN COPAYMENTS**

This chart is illustrative of copayments for some of the most commonly used services and is not an exhaustive list. The Affordable Care Act preventive care services are provided with a zero dollar (\$0) copayment charge.

<b>COVERED SERVICES</b>	<b>COPAYMENTS</b>
Office Visit	\$20 copay
Routine Physical Exam	No charge
Emergency Room Visit	\$50 copay
Outpatient Surgery	\$50 copay
Inpatient Admission	\$100 copay
Routine Vision Care	No charge
Eyeglass Lenses and Frames Every 24 Months	\$175 allowance
Generic Prescriptions	\$10 copay
Brand Prescriptions	\$15 copay
<b><u>Annual Copay Limit</u></b>	
Individual	\$1500
Family	\$3000

## **SIDE LETTERS OF AGREEMENT**

### **1. Pay For Bargaining Committee**

During the term of this Agreement, a maximum of five (5) employee members of the union bargaining team shall be compensated for time spent in collective bargaining, in accordance with the following:

- Salaried exempt employees shall be compensated on a “keep whole” basis; meaning their regular weekly salary shall not be adversely impacted due to time spent in collective bargaining; and,
- Hourly nonexempt employees shall be compensated for time spent in collective bargaining at their regular straight time hourly rate of pay, not to exceed the number of hours they are regularly scheduled to work on a day spent in bargaining. Time spent in collective bargaining for such employees shall not be considered as time worked for purposes of computing overtime or determining if a missed break of any kind occurred in a workweek.

### **2. Performance Bonus**

There is a bonus opportunity of up to three thousand dollars (\$3,000), payable in the first quarter of 2017. Such payment shall be based upon performance metrics determined by the Employer in 2016.

There is also a bonus opportunity of up to three thousand dollars (\$3,000), payable in the first quarter of 2018. Such payment shall be based upon performance metrics determined by the Employer in 2017.

## **THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE**

If the answer to these seven questions is yes, Management may have just cause for discipline.

1. **Forewarning** – Did Management give the worker forewarning of possible disciplinary consequences of the workers conduct?
2. **Reasonable Rule** – Was Management's rule or order reasonably related to the orderly, efficient and safe operation of the organization's business and to the performance that Management might reasonably expect of the worker?
3. **Discovery** – Did Management make an effort to discover whether the worker violated or disobeyed a rule or order before disciplining her or him?
4. **Fair Investigation** – Was Management's investigation conducted fairly and objectively?
5. **Evidence of Guilt** – At the investigation, did Management have substantial evidence that the worker was guilty as charged?
6. **Evenhanded Application** – Has Management applied its rules, orders, and penalties evenhandedly and without discrimination to all workers?
7. **Fair Punishment** – Was the degree of discipline administered by Management reasonably related to the seriousness of the offense and the record of the worker's service to the employer?