



1250 45TH Street, Suite 200
Emeryville, CA 94608
510-834-2009 * 866-968-6849
www.nuhw.org

**INTEGRATED BEHAVIORAL HEALTH & INPATIENT MEDICAL
SOCIAL WORKERS – HAWAII**

COLLECTIVE BARGAINING AGREEMENT WITH



KAISER PERMANENTE®

**KAISER FOUNDATION HOSPITALS
and
KAISER FOUNDATION HEALTH PLAN, INC.**

02/18/2023 – 02/17/2026

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100 **ARTICLE 1 – RECOGNITION**

101 **Section 1 – Recognition**

102 The Employer recognizes the National Union of Healthcare Workers (hereinafter referred to as “the Union”) as the exclusive bargaining agent for the following covered Employees:

- Case Manager BHS, Case Manager RN, LCSW-Crisis and Triage Management, LCSW, Licensed Medical Health Professional (Licensed Mental Health Counselor and Licensed Marriage and Family Therapist), Psychologist, Psychologist Assistant and Substance Abuse Counselor in the Integrated Behavioral Health department.
- All full-time and regular part-time professionals in the job classification of Licensed Social Worker, job code 80611, employed by the Employer in the Social Services-Inpatient Department of the Kaiser Permanente Moanalua Medical Center in Honolulu, Hawaii.

103 **Section 2 – New Classifications**

104 If the Employer establishes a new classification within the scope of work performed by any classification identified in this Agreement, the Employer will establish the rate and advise the Union accordingly.

105 In the event the Union is not in agreement with the established classification or rate, the Union may use the grievance procedure in objecting.

106 If no grievance is filed within the time limits set forth in Article 36, the rate established by the Employer shall be considered approved by mutual agreement to the parties.

200 **ARTICLE 2 – PURPOSE**

201 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 service and care for patients and members, and to promote harmonious relations between the Employer and the Union.

300 **ARTICLE 3 – COURTEOUS AND RESPONSIBLE RELATIONSHIPS**

301 The Union and the Employer, including all Kaiser Permanente managers, supervisors, Employees and Union staff, agree:

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

- To treat one another, regardless of position or profession, with dignity, respect, and trust, and recognize and appreciate the individual contribution each makes in his/her daily work.
- To exhibit a personal, caring attitude toward each person with which one interacts and to do so in ways that ensures courtesy, compassion, kindness and honesty.
- To treat one another in the ways one wants to be treated him/herself, 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.

302 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.

400 **ARTICLE 4 – MANAGEMENT RIGHTS**

401 The Union recognizes that the Employer has the duty and 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.

500 **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

501 **Section 1 – Union Membership**

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 the members.

503 **Section 2 – Failure to Maintain Membership**

504 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.

600 **ARTICLE 6 – NON-DISCRIMINATION**

601 **Section 1 – Discrimination Defined**

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, region, creed, national origin, ancestry, gender, sexual

orientation, gender identity, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by applicable law), or veteran status.

602 **Section 2 – No Discrimination in Pay**

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

700 **ARTICLE 7 – HEALTH & SAFETY COMPLIANCE**

701 The Employer will comply with applicable Federal and Hawaii laws and regulations relating 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 Department Administrator.

800 **ARTICLE 8 – CATEGORIES OF EMPLOYEES**

801 **Section 1 – Regular Full-Time Employees**

802 A regular Full-time Employee is one who is regularly scheduled to work forty (40) hours in a workweek.

803 **Section 2 – Regular Part-Time Employees**

804 A regular Part-time Employee is one who works at least twenty (20) hours in a workweek but fewer than forty (40) hours on a predetermined basis.

805 **Section 3 – Benefits**

806 PTO accruals, at a minimum, will be based on the Employee's status, but in the case of a part-time Employee, may increase based on additional hours worked.

807 **Section 4 – Call-In Employees**

808 A Call-In Employee is one who works as a temporary replacement for a Full-time or Part-time Employee or on an intermittent basis.

809 Call-In Employees are considered non-exempt and are paid on an hourly basis. They will be paid one and one-half times (1½) their regular rate for hours worked in excess of forty (40) in a workweek. They will not be entitled to any other overtime premium. The workweek is from Sunday 7:01 a.m. and ends the following Sunday 7:00 a.m. The workday is from 12:01 a.m. and ends midnight.

810 **Section 5 – Temporary Employees**

811 A temporary Employee is one who is hired as an interim replacement for a regular Employee or for work designated at the time of hire for a limited period of time not to exceed three (3) months. However, in those instances where the need for the temporary Employee exceeds three (3) months or where a temporary Employee is hired to replace an Employee who is on medical leave that goes beyond three (3) months, the Employer will provide notice to the Union. Temporary Employees will be paid at the base rate for the classification into which they were hired. Temporary Employees are not eligible for seniority accrual, paid time off or any insured benefits.

900 **ARTICLE 9 – UNION STAFF REPRESENTATION AND SHOP STEWARD**

901 **Section 1 – Access of Union Staff Representative**

A. Access at any Operational Time

A duly authorized Union Staff Representative shall have access to a 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. Upon arrival, the Union Staff Representative will notify the appropriate manager of the facility or designee of his/her presence.

B. Additional Right of Access

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.

C. Obligations of Union Staff Representatives

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

D. Conferring with Employees

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.

902 **Section 2 – Union Shop Stewards**

A. Notices of Names of Authorized Stewards

The Union will promptly notify the Employer in writing the names of duly authorized Union Stewards.

B. No Discrimination

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

C. Leaving Work Area to Conduct Union Business

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

D. Steward Training Days

Stewards shall be granted up to five (5) days unpaid for training and development on an annual basis. The Employer will be provided thirty (30) days advance notice of such training.

903 **Section 3 – Bulletin Boards**

904 The Employer will provide adequate space at each facility for posting Union communications where NUHW-represented Employees work. Such posted communications will not contain editorial comment. A copy of the posting will be provided to the Employer in advance.

1000 **ARTICLE 10 – SENIORITY**

1001 **Seniority Defined**

1002 Employees Hired before February 18, 2023

1003 For those Employees in the bargaining unit before February 18, 2023, seniority shall commence upon the most recent date of hire with the Employer.

1004 Employees Hired on or after February 18, 2023

1005 For those Employees hired after February 18, 2023, seniority shall commence upon the most recent hire in a bargaining unit position.

1006 Tie Breaker

1007 In the event two (2) or more Employees have identical seniority, the Employee with the lowest Employee number will be considered the most senior.

1008 Loss of Seniority

1009 Seniority shall be terminated by:

- a. Discharge for cause;
- b. Termination of employment without rehire in excess of forty-five (45) days;
- c. Failure to return from a leave of absence in accordance with the terms of the leave;
and
- d. Layoff without recall/rehire in excess of twelve (12) months.

1100 **ARTICLE 11 – DEDUCTION AND REMITTANCE OF UNION DUES AND FEES**

1101 **Section 1 – Dues Authorization**

1102 The Employer will honor written assignment 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.

1103 **Section 2 – Remittance of Dues**

1104 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.

1105 **Section 3 – COPE Check Off**

1106 The Employer will honor Employees' assignments 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 so long as the Union regularly remits payment to the Employer for the Employer's administrative costs of compliance with this Section. It is understood by all parties that such contribution will be on an individual and voluntary basis.

1107 **Section 4 – Employer Indemnification**

1108 The Union shall indemnify the Employer and hold it harmless against 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 in this Article, or in reliance on any list or certification which shall have been furnished to the Employer under any such provisions.

1200 **ARTICLE 12 – DISTRIBUTION OF AGREEMENT AND NOTICE TO UNION OF NEW EMPLOYEES**

1201 **Section 1 – Copy of the Agreement**

1202 At the time of employment, each new Employee will be advised that a copy of this Agreement is accessible on the Employer's MyHR website and if requested, will be given a copy by his/her Union representative.

1203 **Section 2 – Master List of All Employees**

1204 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 rate of pay.

1205 **Section 3 – New Employees, Resignations and Terminations**

1206 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.

1300 **ARTICLE 13 – NEW EMPLOYEES**

1301 **Section 1 – Probationary Period, New Employee**

1302 Probationary period shall be one hundred and eighty (180) days for all Employees. Employees shall be reviewed at the completion of ninety (90) days employment.

1303 **Only One (1) Probationary Period**

1304 In no case shall an Employee be required to serve more than one (1) probationary period.

1305 **Extension of the Probationary Period**

1. Mutual Agreement

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

2. During Leave

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.

1306 Evaluation During Probationary Period

1307 Probationary Employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of ninety (90) calendar days.

1308 Discharge During Probationary Period

1309 During the probationary period, Employees may be discharged without recourse to the grievance procedure.

1310 **Section 2 – New Employee Orientation / New Hire**

1311 The Union and the Employer shall coordinate times for the Union Representatives/Stewards to meet with new bargaining unit members for thirty (30) minutes during the New Employee Orientation lunch. 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.

1400 **ARTICLE 14 – JOB POSTINGS**

1401 **Section 1 – Posting of Positions**

1402 To expedite the administration of this Article, Regular Full-time, Part-time and Call-in vacancies shall be posted on the Employer's internal job board (on-line) for seven (7) calendar days.

1403 Position postings shall indicate qualifications, classification, shift, and work locations of the position.

1404 Should no internal applicant apply for the vacancy during the seven (7) calendar day posting period, the Employer will convert the vacancy to an external job posting available to external applicants.

1405 **Section 2 – Temporary Positions**

1406 Temporary positions may be posted if operationally necessary.

1407 **Section 3 – Filling Vacancies**

1408 In order for an Employee to be considered for a position vacancy, he/she must submit a transfer request in accordance with this Article and by following the internal bidding process.

1409 In the event two (2) or more Employees meet the requirements and possess the same qualifications set forth in the posted vacancy, selection shall be determined by seniority in the following groupings:

- a. Group 1: Regular Full-time/Part-time Employees
- b. Group 2: Call-In Employees

1410 In filing any vacancy covered by this Agreement, all qualified bargaining unit applicants shall be given preferential consideration over other applicants, provided they apply within the posting period.

1411 **Section 4 – Change in Status**

1412 For all purposes, Call-In Employees may exercise seniority only among other Call-In Employees.

1413 Full-time and Part-time Employees who transfer to a Call-In position are subject to the following Paid Time Off/Extended Sick Leave adjustments:

- Upon a Call-In's return to regular Full-time or Part-time position, he/she shall have his/her previously accrued ESL restored.

1414 **Section 5 – Evaluation Period, Transfer/Promotion**

1415 **Sixty (60) Day Evaluation Period**

1416 An Employee who transfers or promotes to a vacancy within the bargaining unit shall serve an evaluation period of up to sixty (60) days. Written evaluations shall be provided to the transferring Employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the Employee, and the Union. Transferring Employees shall be provided appropriate mentoring and guidance. Any Employee who, in the Employer's reasonable judgment, does not meet performance expectations will be returned to his/her former classification, work assignment and work location.

1417 **Right to Return to Former Work Assignment and Work Location**

1418 The Employee who has been awarded a transfer or promotion within the bargaining unit shall have the option to return to his/her former work assignment and work location within fourteen (14) days. Such option can only be exercised once in a year's period of time.

1500 **ARTICLE 15 – REHIRE POLICY**

1501 **Section 1 – Rehire Policy**

1502 **Rehire Within Two (2) Years of Termination**

1503 Full-time or Part-time Employees with six (6) months of service who are eligible for rehire and are rehired within two (2) years of their termination date, will retain previous service for benefit and Paid Time Off Program accruals and wage placement, despite the break-in-service. Pension and tax deferred retirement savings plans will be bridged in accordance with the retirement plan documents.

1504 An Employee's previously accrued/allotted, but unused, Sick Leave or ESL account balance will be restored unless that account was converted to cash, pension Credit Service, HRA, or any other benefit at termination.

1505 For all other purposes, the Employee will be considered as a new hire.

1506 Rehires will be administered in accordance with the Employer's guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

1600 **ARTICLE 16 – PROFESSIONAL HOURS**

1601 **Section 1 – Professional Hours**

1602 **Recognition of Professional Nature of Work**

1603 The Employer and the Union recognize the professional nature of the work performed by the Employees covered by this Agreement. While each Full-time Employee will be scheduled to work forty (40) hours per week, the actual daily and weekly work schedule may vary, due to time requirements of specific assignments and seasonal variations in workload. The Employer will schedule Employees for a normal workweek of forty (40) hours followed by two (2) consecutive days off. Part-time Employees will be scheduled according to their status.

1604 **Employee Responsibility**

1605 While Employees may benefit from the flexibility of professional hours, they also bear a responsibility both to their clinical caseload and to their department/clinic, and they are expected to work the number of hours regularly scheduled in a week.

1606 **Work beyond Scheduled Hours to Complete Professional Tasks**

1607 Where conditions require that Employees work beyond their scheduled hours to complete professional tasks related to their caseloads, they will not receive additional

compensation. Similarly, it is understood that partial day absences will not result in reduced compensation. Requests for partial day absences need to be preapproved by management. Both the Employee's request for such partial day absences and the Employer's granting of such partial day absences shall be exercised in a reasonable manner.

1700 **ARTICLE 17 – WORK SCHEDULE FOR MEDICAL SOCIAL WORKERS ONLY**

1701 When a Medical Social worker is required to work on a weekend, they will take one (1) day off within two (2) days before the weekend or three (3) days after the weekend and the remaining day off within thirty (30) days of the weekend. All requests are subject to operational approval.

1800 **ARTICLE 18 – WORKLOAD DISTRIBUTION**

1801 **Section 1**

1802 It is the intent of the Employer to distribute workload equitably among Employees in both single work units and departments with due regard for patient care and Employee safety.

1803 When an Employee is absent for any reason and if a replacement cannot be obtained in time to perform the work of the absent Employee, 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 individual workers or their patients.

1804 Only Applies to the Departments of Integrated Behavioral Health.

1805 The Employer retains the right to determine work assignments and will maintain productivity standards with seven (7) hours per week for Indirect Patient Care time e.g., required meetings (limited to an average of two (2) hours per week), administrative work, documentation, collateral consultation, additional charting, work list letters etc. Employees will book into their indirect patient care time when their data regarding (seen column currently defined as group therapy, individual therapy, in-person, video, or telephone visits) direct patient care time is below thirty-one (31) hours per week. Currently "group therapy preparation time" is included in productive time. If at any time during the term of this Agreement, the Employer wishes to modify the Employee's responsibilities affecting "group therapy preparation time," the Employer agrees to meet with the Union to bargain over the impact of this change.

1806 In order to make meetings, required or otherwise, more efficient for the Employee's work hours and patient care, such meetings will focus on relevant clinical matters. To that end, the Employer will exercise its best efforts at communicating administrative issues, agendas, policies and non-clinical matters in writing to Employees, e.g., via email.

1807 **Section 2 – Remote Work Program Applicable Only to the Departments of Integrated Behavior Health**

1808 A limited number of Employees will be provided the opportunity to perform work from home (remote work) as part of their regular schedule which will also include scheduled workdays at the Employee's worksite. In addition, remote work will allow for optimization of the Employer's available workspace/equipment and will allow the Employer to create schedules that are flexible to meet both the needs of Employees and plan members.

1809 The remote program is intended to be staffed with Employees whose performance and attendance are satisfactory. Employees working remotely will adhere to all the Employer's remote work policies.

1810 **Section 3 – Unresolved Issues**

1811 Unresolved issues between Employees and management related to the number of Employees able to participate and the types of flexible schedules available to Employees will be brought to the Joint Professional Practice Improvement Committee. Issues must be brought to management prior to escalating to the Joint Professional Practices Improvement Committee.

1812 **Section 4 – Medical Social Workers**

1813 Medical Social Workers may be afforded time to attend internal or regional committee meetings at the discretion of the Employer.

1900 **ARTICLE 19 – REQUESTS FOR TEMPORARY REDUCTION IN STATUS**

1901 Temporary Reduction to Part-time Status for Emergency Personal Reasons

1902 Employee requests for reduction to Part-time status for a temporary period of time not to exceed six (6) months will be granted provided the granting of such request does not unduly affect operations of the department. The Employer will reasonably consider such request.

2000 **ARTICLE 20 – REDUCTION IN FORCE**

2001 In the event of a reduction in force (layoff), the Employer will endeavor to give thirty (30) days' notice to the Union and Employees. The Employer agrees to meet with the Union to inform the Union of such reduction in force. A reduction in force shall be accomplished within a specific Unit and classification, as determined by job qualifications, based on seniority.

2002 Laid off Employees shall be given a severance of two (2) weeks' pay for each year of service to a maximum of twenty-six (26) weeks.

- 2003 An Employee whose position has been eliminated in a reduction in force will be offered any vacant position in the same unit, same status and same classification for which the Employee is qualified, after completion of the posting process.
- 2004 If the affected Employee declines the vacant position, the affected Employee may displace the least senior Employee within the Unit where the Employee currently works and in the same classification and status provided the Employee is qualified to perform the job of the Employee being displaced. If no such position is available, the Employee may displace the least senior Employee in the Region in the same classification and status.
- 2005 Failure to exercise seniority within the Unit as described above shall result in the layoff of the affected Employee.
- 2006 An Employee on layoff status pursuant to this Article shall be offered, in reverse order of layoff, the first available vacancy in the classification and Unit from which the Employee was laid off before a new Employee is hired in that classification, provided that, in the opinion of the Employer, the Employee possesses the experience and skill defined in the posted requirements. This will occur only after completion of the internal posting process.
- 2007 An Employee on layoff status shall have rights to recall for one (1) year.
- 2008 Should an Employee on layoff status decline to return to work when a vacancy arises within the same job classification, status and Unit, the Employee will be removed from the layoff list.
- 2009 Nothing herein shall prevent the parties from mutually agreeing to modify the above procedure, should a reduction in force occur.
- 2010 Units within the Region are defined as follows:

Unit I	Unit II	Unit III
Hawaii	Oahu	Maui

2100 **ARTICLE 21 – SUBCONTRACTING**

- 2101 In order to meet the needs our patients, the Employer may, in its discretion, assign patients to outside providers when appointments are not available within timeframes consistent with appropriate psychiatric care and/or as required by law. The use of subcontractors will not result in layoffs of Employees in the bargaining unit.

2200 **ARTICLE 22 – COMPENSATION**

2201 **Section 1 – Single Wage Rate**

- 2202 See Appendix A.

2203 **Section 2 – Termination Pay**

2204 When an Employee is separated from employment, the Employee will be paid all monies (e.g., PTO) owed pursuant to this Agreement and State or Federal laws.

2205 **Section 3 – Payday and Pay Checks**

2206 Payday shall be every other Friday. When a payday falls on a holiday, Employees shall be paid on the day immediately preceding the holiday.

2207 Employees upon written request may direct automatic deposit of their paychecks 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.

2208 Paycheck storages shall be paid as soon as administratively possible or required by law.

2209 **Section 4 – Bilingual Differential**

2210 Employees who have a demonstrated ability in a second language and are routinely required by the Employer to deliver direct patient care in a second language shall receive a bilingual differential in the amount of one dollar fifty cents (\$1.50) per hour for all hours worked. In order to be eligible for bilingual pay, Employees must use their bilingual skill ten (10%) percent or more of their work time in providing clinical therapy. The bilingual differential will be paid on hours worked only.

2211 **Section 5 – Shift Differential**

2212 An evening shift differential will be paid for all time worked.

2213 Evening Shift Eligible Hours

2214 An Employee will receive an evening shift differential of three dollars (\$3.00) for all hours worked between the hours of 7:00 p.m. and 12:00 a.m.

2215 **Section 6 – Mileage**

2216 Employees required to use their personal automobile for Employer business will be reimbursed according to the Employer's current policy on mileage reimbursement.

2217 **Section 7 – Performance Improvement Incentives**

2218 The Employer will offer a performance improvement incentive in each year of this Agreement based on the achievement of metrics to be determined by the Employer. The payout will be up to a maximum of \$5,000.00 (five-thousand dollars and no cents) for Full-

time Employees, and the pro-rated for Part-time Employees, for the full achievement of the metrics. The parties agree to work collaboratively in an effort to create new metrics, for year two (2) of this Agreement. If there is mutual agreement, the new metrics will be applied in the third (3rd) year of this Agreement.

2219 Plan is effective the calendar years 2023, 2024, and 2025 for payments during the first quarter of 2024, 2025, and 2026 respectively.

2220 **Section 8 – Longevity Pay Differential**

2221 Effective 02/18/2023, on the first closest pay period, eligible Employees with seven (7) years of full-time continuous service shall receive a longevity pay differential of one (\$1.00) dollar per hour for all hours worked. Employees with fifteen (15) years of full-time continuous service shall receive a longevity pay differential of two (\$2.00) dollar per hour for all hours worked.

2222 Non-Exempt Employees

2223 If it is determined that any Employee in the bargaining unit is non-exempt, all state and federal laws will be applicable in regard to hours of work.

2300 **ARTICLE 23 – LEAVE ACCRUAL DATE**

2301 The Leave Accrual Date tracks regular full-time and regular part-time Employee's length of service, including employment outside of this bargaining unit, to determine the appropriate accrual level for Paid Time Off. The leave accrual date earned under this Agreement shall include the following:

- (a) Scheduled days off, Paid Time Off, Extended Sick Leave, holidays, jury duty, bereavement leave and educational days off under the terms of this Agreement.
- (b) The Leave Accrual Date will be adjusted for leaves of absences that exceed sixty (60) days.

2302 An Employee's continuous service, which includes applicable service for tenure step progression, shall be adjusted for time spent on leaves of absence in excess of foregoing limits.

2400 **ARTICLE 24 – PAID TIME OFF PROGRAM (PTOP)**

2401 **PTOP Program**

2402 The Paid Time Off Program (PTOP) comprises the following three (3) components:

- Designated Holidays
- Paid Time Off Account
- Extended Sick Leave Bank

2403 Eligibility

2404 An Employee is eligible for PTO described in this Article if he/she is a Regular Full-Time Employee or Regular Part-Time Employee, subject to any additional requirements in this Section.

2405 Designated Holiday

2406 An Employee shall be eligible for the following designated paid holidays:

- New Year's Day
- Martin Luther King Day (Effective 2023)
- President's Day
- Kuhio Day
- Memorial Day
- Kamehameha Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday

2407 The floating holiday shall be scheduled by the Employee and taken within the calendar year. An unused Floating Holiday will roll into the Employee's unused PTO bank.

2408 Medical Social Workers who work on a holiday may request and the Employer will grant another day off with pay within thirty (30) days of the holiday.

2409 Designated Holiday Schedule

2410 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. When a shift starts on a day preceding a Holiday and extends into the Holiday, it shall be considered a non-Holiday shift. When a shift starts on a Holiday and extends into the following day, it shall be considered a Holiday shift.

2411 Eligibility for Designated Holiday Pay

2412 An Employee, in order to be eligible for Holiday Pay, must have been employed thirty (30) days prior to the holiday.

2413 Designated Holiday Worked

2414 When an Employee is required to work on a Designated Holiday, he/she will receive holiday premium pay at one and one-half (1-1/2) times the regular rate of pay and the holiday pay. Designated Holiday pay does not contribute toward the calculation of overtime or other premiums.

2415 Designated Holiday Not Worked

2416 The Employer will provide Regular Full-Time Employees with eight (8) hours of holiday pay for each Designated Holiday not worked. The Employer will provide Regular Part-Time Employees with holiday pay for their prorated share of a Designated Holiday not worked based upon his/her weekly regular scheduled hours. The prorated share is calculated by dividing the Employee's regular weekly schedule of hours by five (5). Holiday hours paid and not worked, do not contribute towards the calculation of overtime or premium computation.

2417 Holiday Falls on a Scheduled Day Off for Alternate Work Schedule Employees

2418 If a 4/40 or 12-Hour alternate work schedule Employee's scheduled day off falls on a Designated Holiday, the Employer will provide a maximum of eight (8) hours of holiday pay. Regular Full-Time Employees will be paid at their base non-exempt rate for a maximum of eight (8) hours for that day. The Employee may use PTO hours to make up the difference between Designated Holiday pay and regularly schedule hours (i.e., 10 or 12 hours) if the day off falls on a day in which the Employee would normally work in excess of eight (8) hours.

2419 Holiday Falls During PTO

2420 If a Designated Holiday occurs during pre-approved PTO, the Employee will be paid for the Designated Holiday in accordance with paragraph 2409 or 2410 in lieu of PTO.

2421 Usage of Paid Time Off

2422 Paid Time Off (PTO) account hours can be used for any reason, such as illness, vacation, or personal/family reasons. Annual PTO, insofar as possible, will be granted at times most desired by the Employee. To balance and meet service and staffing requirements, an Employee and his/her supervisors/managers should plan time off schedules as much in advance as possible. For same day unplanned PTO usage, an Employee must follow departmental notification procedures. An Employee will make every attempt to report the anticipated length of the unplanned absence. PTO requests shall not be unreasonably denied. However, in determining the granting of PTO requests, the supervisor/manger shall reserve the right to evaluate and grant requests on the basis of impact on the orderly operations of the facility.

2423 Scheduling Paid Time Off

2424 Each department will schedule PTO according to current practice. If there is a conflict in scheduling PTO, approval will be based on seniority. Once a vacation has been approved for an Employee, a more senior Employee cannot exercise his/her seniority to bump that Employee from his/her vacation.

2425 Paid Time Off Account

2426 Accruals

2427 Each Regular Full-Time Employee shall accrue PTO each pay period in accordance with the following schedule:

Years of Continuous Service	Hours per Pay Period*	Days per Year
0 – end of 3 rd year	4.62	15
4 – end of 6 th Year	6.16	20
7+ Years	7.70	25

*Rounded to two (2) decimal places.

2428 Maximum Accruals

2429 The maximum number of hours that can be accumulated in an Employee's PTO account is five hundred (500).

2430 Regular Part-Time Employee

2431 A Regular Part-Time Employee shall accrue PTO, prorated on a pay period basis, based on his/her regularly scheduled hours.

2432 PTO and FMLA

2433 PTO shall run concurrently with Family & Medical Leave and other regulatory leaves if such usage qualifies under the Leave provisions.

2434 Overtime Computation

2435 PTO shall not count toward forty (40) hours in a workweek for purposes of overtime or premium computation.

2436 Paid Time Off Pay

2437 PTO pay for an Employee shall be at the hourly rate in effect at the time PTO is taken. A Regular Part-Time Employee who is scheduled to work less than forty (40) hours per week shall have his/her PTO pay prorated on the basis of his/her scheduled hours. Any accrued but not used PTO hours will be paid upon termination, or retirement.

2438 In-Service Cash-Out Program

2439 An eligible Employee may make an irrevocable election to cash out a portion of his/her PTO during the annual election period in accordance with the existing Employer's guidelines.

2440 Extended Sick Leave Bank

2441 General

2442 The Employer shall establish an Extended Sick Leave (ESL) bank for each eligible Employee. An Employee may use the hours in the ESL on the first day of hospitalization (inpatient or outpatient with physician prescribed time off) or after three (3) consecutive calendar days of illness and/or disability. 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.

2443 Accrual

2444 A Regular Full-Time Employee will accrue 1.24 hours of ESL each pay period, regardless of his/her years of service. A Regular Part-Time Employee will accrue ESL hours prorated based upon his/her regularly scheduled hours. There is no limit to the number of hours an Employee may accumulate in his/her ESL. Upon retirement or termination for any reason, the Employee will not be paid for any remaining unused ESL hours.

2445 Overtime Computation

2446 ESL shall not count toward forty (40) hours in the workweek for purposes of overtime or premium computation.

2447 Healthcare Reimbursement Account (HRA)

2448 An HRA will be set up for eligible Employees who become retirement plan participants when they retire in accordance with the plan document.

2449 Eligible Employees who retire on/after January 1, 2024, shall convert eighty percent (80%) of unused ESL hours at straight time hourly wage at date of employment termination.

- 2450 To be eligible for the HRA an Employee must be at least fifty-five (55) years old and have at least fifteen (15) years of service as defined in paragraph 3314, Retiree Medical Coverage, and the Employee must be eligible for KP medical on termination (does not require actual enrollment). If the employee meets the eligibility requirements for Disability Retirement, age and service requirements are waived for disability retirement.
- 2451 ESL and FMLA
- 2452 ESL taken for Family Leave purposes will run concurrently with Family Leave.
- 2453 Integration with Temporary Disability Insurance/Workers' Compensation
- 2454 Pay Integration
- 2455 If an Employee is eligible for Temporary Disability Insurance (TDI) or Workers' Compensation payments, PTO shall be paid by request after the first three (3) days of an absence. An Employee who is eligible for TDI benefits or Workers' Compensation (WC) benefits and chooses to have his/her PTO account integrated with TDI or WC benefits may combine TDI or WC pay and PTO so that income received does not total more than one hundred percent (100%) of his/her salary. The reduced amount of PTO payment shall then be charged against the Employee's PTO bank. In the payment to an Employee on TDI or WC, the Employer will deduct taxes in accordance with Federal and State laws.
- 2456 Process
- 2457 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.
- 2458 TDI Plan
- 2459 The Employer will provide a Temporary Disability Insurance Plan to all Employees covered by this Agreement and shall be administered in accordance with the law. Benefits will commence after Employee exhausts ESL (if available) but shall not commence before the eighth (8th) day of disability and shall continue for a maximum of twenty-six (26) weeks in a benefit year. Employees shall receive fifty-eight percent (58%) of weekly earnings but not more than provided by the Hawaii Temporary Disability Insurance Law. The TDI plan shall be non-contributory for Employees.
- 2460 Pregnancy Related Disabilities
- 2461 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be, for all job-related purposes, temporary disabilities. Employees must be certified by a physician or advanced practice registered nurse upon commencement and termination of disability.

2500 **ARTICLE 25 – LEAVES OF ABSENCE WITHOUT PAY**

2501 General Eligibility

2502 Except as otherwise provided herein, after one (1) year of continuous service (as defined in Article 23, Continuous Service Defined), a Regular Full-Time Employee or Regular Part-Time Employee, upon written request, may be granted a leave of absence for the reasons listed in this Article, up to the maximum length of time.

2503 Family & Medical Leave

2504 The Employer and the Union acknowledge that the provisions of the Family and Medical Leave Act of 1993 (Act) apply to the Employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirement of the Act. In this regard, the Employer and the Union commit to meet to resolve potential conflicts between the Act and the Agreement.

2505 Medical Disabilities Leave (Including Maternity, Occupational/Industrial, FMLA Related Disabilities)

2506 Medical Disability Leave applies upon a full-time or part-time Employee's completion of his/her probationary period and supported by a physician's statement(s) of disability. Medical Disability Leave shall not exceed twelve (12) months from date of disability but may be extended by mutual agreement between the Employee and the Employer for up to two (2) years.

2507 In determining the maximum duration for a FML leave and other leaves taken for FMLA/HFL (Hawaii Family Leave Law) purposes, the two (2) types of leave will run concurrently, except those leaves taken for purpose not covered by the HFL (e.g., Employee's own illness) will not exhaust the Employee's entitlement to additional leave pursuant to the HFL.

2508 Return from Medical Disability Leave

2509 An Employee returning from a medical leave of absence of one (1) year or less shall be reinstated to his/her former position if (1) that position still exists; and, (2) the Employee is physically and mentally capable of performing these duties. In any case, however, he/she shall be guaranteed a position commensurate with his/her physical and mental condition, ability to perform the job satisfactory and seniority. An Employee taking medical disability leave exceeding one (1) year shall have no special reinstatement rights but may apply for available job openings for which he/she is qualified. During this time an Employee will be placed on unpaid leave of absence for a period of up to three (3) months to allow an opportunity to bid on open positions.

2510 If an Employee takes a Medical Disability Leave, returns to work and returns to Medical Disability Leave within ninety (90) days, the leave is treated as one continuous leave

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

2511 Personal Leave

2512 A Regular Full-Time Employee or Regular Part-Time Employee upon written request may be granted a personal leave of absence without pay not to exceed six (6) months for reasons not covered under Family & Medical Leave or other regulatory leaves. Employees on Personal Leave shall be required to take their accrued PTO but may save one (1) week.

2513 Personal Leave Requests

2514 Employees requesting personal leaves of absence shall request such leaves in writing at least thirty (30) days prior to the date requested (except for emergencies, unforeseen Family & Medical Leaves and unforeseen medical disabilities) and specify the date of the return to work. Employees who wish to return to work prior to the expiration of their authorized leave may do so only if approved by the Employer. If a leave request is denied, the Employee may request the reasons for the denial in writing.

2515 Return from Personal Leave

2516 Upon return from an approved unpaid personal leave of three (3) months or less, the Employee shall be returned to his/her former position. Upon return from an approved unpaid personal leave of longer than three (3) months, the Employee may be returned to his/her former position but shall at least be returned to his/her former classification.

2517 Not Returning to Work Within the Time Limits of a Leave

2518 If an Employee fails to return to work without good cause within the time limits set forth within this Article, such Employee shall be considered to have resigned voluntarily from his/her position.

2519 Benefits During Leave

2520 Family & Medical Leave

2521 In compliance with the Act and other regulatory leaves for which an Employee may be eligible, the Employer shall continue the Employee's medical and dental coverage on the same basis as if the Employee had been working, not to exceed three (3) months from date of disability.

2522 Personal Leave

2523 An Employee on personal leave who has exhausted his/her PTO, will no longer be covered by the health plan and other benefits.

2524 Process

2525 It shall be the Employee's responsibility to make advance arrangements if he/she intends to retain and continue health plan and other benefits (at the Employee's expense) during such leave. Any Employee granted leave of absence shall not accrue any PTO, ESL credits or holiday pay during the duration of such leave of absence without pay.

2526 Purpose of Leave

2527 Employees granted leaves of absence shall utilize such leaves only for the purposes for which the leaves were approved.

2528 Military Leave

2529 Employees granted military leave of absence to bargaining unit Employees who must perform military service in accordance with the law.

2600 **ARTICLE 26 – BEREAVEMENT LEAVE**

2601 **Section 1 – Eligible Employees Defined**

2602 Beginning the first day of the month after hire, Regular Full-Time and Part-Time Employees are eligible for Bereavement Leave for immediate family members as outlined in Section 2. Eligibility and payment for bereavement leave will be in accordance with the provisions of the applicable Human Resources policy.

2603 **Section 2 – Provisions**

2604 Eligible Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their spouse/domestic partner, the Employee's immediate family members or the spouse's/domestic partner's immediate family members. Immediate family members are defined as:

- Spouse, Domestic Partner (Note: immediate family also includes an employee's partner who is registered under a civil union in accordance to state law.)
- Parent/Step Parent/Parent In-Law/Step Parent In-Law/In loco Parentis to the Employee when the Employee was a child
- Child/Step Child/In loco Parentis Child/Legal Ward/Foster Child/Adopted Child
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law

- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent
- Grandchildren/Step Grandchildren
- Relation living in the same household as the Employee

2605 “In-Law” refers to the family member of the Employee’s current Spouse or Domestic partner.

(NOTE: “In-Law” also refers to the family member of the Employee’s current Civil Union Partner).

2606 “In loco parentis” means one who has day-to-day responsibilities to care for and financially support a child, so a biological or legal relationship is not necessary.

2607 Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

2608 Eligible Employees are paid Bereavement Leave for regularly scheduled days and hours.

2609 **Section 3 – Travel Provisions**

2610 Eligible Employees will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more one way from Employee’s residences to attend funeral or memorial services.

2611 **Section 4 – Additional Time**

2612 Upon the death of eligible Employees’ spouse/domestic partner, parent or child, an additional seven (7) calendar days of Paid Time Off (PTO) or unpaid leave may be granted upon request. Employees may substitute Bereavement Leave when a death covered above occurs during the use of PTO, Extended Sick Leave or other paid leave time.

2613 **Section 5 – Non-Immediate Family Bereavement**

2614 When a request is made for time off following a significant death not covered by Bereavement Leave, such request will not be unreasonably denied.

2615 **Section 6 – Employer Guidelines**

2616 Bereavement Leave will be administered in accordance with the Employer’s guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

2700 **ARTICLE 27 – JURY DUTY AND SUBPOENAS**

2701 **Section 1 – General Provisions**

2702 Regular Full-Time Employees and Regular-Part Time Employees are eligible for Jury Duty in accordance with the applicable Human Resources Policy in connection with being called to serve on a federal or state jury. Employer will pay them their regularly scheduled number of hours for each day of jury service and will not exceed forty (40) hours in a workweek. It is understood that the Employer may require an Employee to submit to the Employer a proper certificate from a court official indicating the time so spent.

2703 **Section 2 – Judicial Procedure Arising out of Employment**

2704 Employees required to report for jury services to appear as a witness in a judicial procedure arising out of their employment will be excused from work. It is intended that both full and part-time Employees will not suffer a loss of compensation for participation in jury services/qualifying appearances. For example, the Employee may, with the agreement of the Employer work a shift or partial shift(s) in addition to time spent on jury services/qualifying appearances and shall be compensated for the additional time at the regular rate. Schedules will be modified by mutual agreement to minimize disruption of patient care and to avoid undue burden on the Employee.

2705 **Section 3 – Scheduling During Jury Duty**

2706 **Full-Time Employees**

2707 Full-time Employees in the absence of mutual agreement, as outlined above, will be scheduled day shift hours on weekdays for a maximum of eight (8) hours per day. When a Full-time Employee is released from jury service/qualifying appearance in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.

2708 **Part-Time Employees**

2709 Part-time Employees shall receive pay for the number of hours regularly scheduled on the day of the jury service/qualifying appearance, for a maximum of eight (8) hours per day. In the event the Part-time Employee is regularly scheduled to work more than eight (8) hours on the day of the jury/qualifying appearance, then the schedule will be modified by mutual agreement. In the absence of such mutual agreement, the Employee will return to work if the release time from jury service/qualifying appearance permits a minimum of four (4) hours.

2710 **Evening and Night Shift Employees**

2711 If evening and night shift Employees serve on a jury on a workday but at a time outside of the Employee's normally scheduled work shift and such service exceeds four (4) hours, the Employee shall not be required to report to the Employee's normally scheduled shift

and will be paid in accordance with the provisions of paragraph 2702. Employees must, however, give the Employer as much advance notice as is given them in regards to the requirements of the jury service.

2712 Scheduling Beyond One (1) Week of Jury Duty

2713 Due to the great variations in work schedules, it is impossible to cover every permutation of work schedules and jury duty. The intent of this provision is to allow Employees to discharge their civic responsibilities without suffering loss of pay from what they would have earned absent the jury duty or ending up with a combination of work schedule and jury service which clearly is worse than what the Employees would have worked absent the jury duty. After the first week of jury duty, the Employer shall change the Employee's work shift to coincide with the jury service.

2714 Section 4 – Subpoenas

2715 Time off for an Employee who is subpoenaed to testify about matters arising within the scope and course of his/her employment is paid as part of his/her wages and not charged as PTO or leave without pay. If the subpoena relates to a private matter, the Employee is subject to the same time off procedures as for any other personal time off request.

2800 ARTICLE 28 – CLINIC CLOSURE DAYS

2801 In the event the Employer chooses to close its clinics, on certain days of the year, Employees at their manager's discretion shall be allowed to work for the purposes of seeing patients or improving access. As an alternative, an Employee will take a clinic closure day as a PTO day.

2900 ARTICLE 29 – EDUCATIONAL PROFESSIONAL DEVELOPMENT EFFECTIVE JANUARY 1, 2024

2901 Eligibility

2902 Regular Full-Time Employees and Regular Part-Time Employees after one (1) year of continuous service in the bargaining unit are entitled to five (5) days of paid professional development leave during each year of employment. The educational days shall be administered and granted on a calendar year basis. The five (5) days of professional development leave shall be paid on the Employee's regularly scheduled hours for those days not to exceed forty (40) hours.

2903 **Procedure**

2904 **Requests**

2905 Professional development leave must be requested in writing on the form provided, at least two (2) weeks in advance. Each applicant shall be notified as to the approval or denial in writing of the professional development leave.

2906 **Covered Activities**

2907 The educational activity must be practice-related.

2908 **Minimum Length**

2909 The educational activity must be scheduled for at least four (4) hours to be approved for professional development leave.

2910 **Approval**

2911 The educational activity must be approved by management. Professional development leave will be granted for approved educational activities as requested whenever possible, consistent with operating requirements.

2912 **Scheduling**

2913 Each day for professional development leave must be taken at one time (professional development leave cannot be taken in increments of hours). For programs overlapping with Employee's regularly scheduled shift and lasting less than eight (8) hours, the Employee may be scheduled to report for the remainder of his/her shift less the length of time spent at the program and reasonable travel time and meal period, provided that at least four (4) hours remain in the Employee's shift. Professional development leave will be considered the same as time worked.

2914 **Carry-Overs**

2915 Professional development leave is not accrued from year to year, except that if the Employer cancels or denies a request for professional development leave submitted in accordance with these provisions in the last calendar quarter of a year and does not approve a request for such leave in the remainder of the year, the Employee will be allowed to carry over the same amount of canceled/denied time into the first quarter of the next year (to be added to the Employee's paid professional development leave for that year).

2916 Documentation

2917 The Employee is required to provide appropriate documentation of attendance at the approved educational activity.

3000 **ARTICLE 30 – TUITION REIMBURSEMENT EFFECTIVE JANUARY 1, 2024**

3001 General

3002 The Employer has agreed to establish a tuition reimbursement program for the growth and development of Regular Full-Time Employees and Regular Part-Time Employees through their enrollment in educational courses for credit in an institution of higher learning, continuing education programs and specialty certification examinations. In order to qualify for approval, the educational course/program/examination for which assistance is requested must be of direct benefit to the Employer in reaching its established goals, be directly related to the Employee's current position or directly related to qualification for a higher-level position within the bargaining unit for which management has determined there is a need.

3003 Eligibility and Amount

3004 Employment Status

3005 Regular Full-Time Employees and Regular Part-Time Employees who have been employed with the Employer for at least ninety (90) days of continuous service prior to the course start date.

3006 Eligible Charges

3007 The following charges are eligible for reimbursement per each program:

- 1) registration fees,
- 2) examination fees,
- 3) instructor fees,
- 4) lab fees,
- 5) fees per credit hour, etc.,
- 6) books, compact diskettes, and computer software required for coursework (supplies required for study are not included as eligible charges), and
- 7) travel

3008 Annual Amount

3009 Eligible Employees will be reimbursed up to \$3,000 per calendar year, with \$1,000 of that amount available for travel.

3010 Reimbursement

3011 Reimbursement for an approved educational course, program and/or examination is at 100% of eligible charges.

3012 Where grades are issued, reimbursement will be paid only after attaining a passing grade for the course or examination.

3013 Receipts must be presented for reimbursement.

3014 Continued Employment

3015 An Employee must remain in a regular full-time or regular part-time position for at least one (1) year after the completion of the most recent course, program and/or examination for which reimbursement is made.

3016 Repayment of Tuition Reimbursement

3017 An Employee who, for whatever reason, fails to meet this requirement, shall be required to refund the Employer a prorated amount of the tuition reimbursement paid for course(s), program(s) and/or examination(s) completed within the last year of employment.

3100 **ARTICLE 31 – HEALTH PLAN COVERAGE**

3101 **Health Plan Coverage Effective January 1, 2024**

3102 Eligibility

3103 The Employer shall provide each Regular Full-Time Employee and Regular Part-Time Employee and the Employee's eligible dependents with medical benefits under the Kaiser Foundation Health Plan HMO Hawaii Prevalent Plan (HMO). Eligible dependents shall include Employee's spouse, domestic partner, or civil union partner, Employee's, Employee's spouse's, Employee's domestic partner, or Employee's civil union partner's children under age 26 and children that qualify as special dependents. Coverage for Employees will begin on the first of the month following one full month after the date of hire or eligibility, or the first of the following month if the hire or eligibility date is on the first of the month.

3104 Costs

3105 The Employer shall pay a percentage of the monthly premium for medical plan coverage on behalf of each participating Regular Full-Time Employee and Regular Part-Time Employee as set forth below:

KFHP HMO Employer Costs:

Coverage Level	
Employee	100%
Employee & Spouse or Domestic Partner	90%
Employee & Children	90%
Employee & Family	90%

3106 Employee is responsible for any deductibles, copayments, coinsurance, remaining premium and other applicable charges.

3107 HMO Plan

3108 The KFHP HMO coverage includes durable medical equipment, mental health, vision care, post-mastectomy, a prescription drug benefit, and a Coordination of Benefits (COB) provision. There is no annual deductible for HMO coverage. The copayments shall match the \$10 copayment level, which includes \$10 medical office visits, \$10 urgent care per visit (20% coinsurance for out of area), \$100 hospital inpatient care admission, \$50 emergency visit, \$5 generic maintenance/\$10 brand prescription through Kaiser, 30-day supply maximum, as set forth below:

HMO Benefits	Employee Costs
Office Visits	\$10 copay
Inpatient Hospital Services	\$100 per admission
Emergency Department (Copayment is waived if admitted to the hospital as an inpatient)	\$50 per visit
Prescription Filled at a Kaiser Permanente Pharmacy (30-day supply)	
Generic maintenance	\$5 copay
Other generic	\$5 copay
Preferred brand name	\$10 copay
Mail Order (up to 90-day supply)	
Generic maintenance	\$10 copay
Other generic	\$10 copay
Preferred brand name	\$20 copay
Vision Care	
Eye Exam	\$10 copay
Allowance for prescription glasses (lenses/frames/ lens treatment) or prescription contact lenses/ contact lens' exam per calendar year ¹	\$150 (must be used in a single visit) when filled at a Kaiser Permanente Hawaii optical center
Mental Health Services	
Outpatient	\$10 copay
Inpatient	\$100 per admission
Out of Pocket Annual Maximum	\$1,500 individual / \$3,000 family

¹Children up to age 19 are eligible for one (1) pair of eyeglass frames (from a pre-selected collection) and lenses or medically necessary contact lenses per year with no charge and one (1) low vision or hand-held page magnifier (every 12 months). Other limitations may apply.

3109 **Supplemental Medical Coverage Effective January 1, 2024**

3110 **Eligibility and Coverage**

3111 Regular Full-Time and Regular Part-Time Employees may elect supplemental medical for themselves, and their eligible dependents covered under the HMO plan. Supplemental medical covers certain medical service not covered by the HMO, such as acupuncture and chiropractic care, or medical services that exceed the limits under the HMO. Supplemental medical coverage pays 80% of reasonable and customary charges. The annual deductible is \$100 per person, with a maximum of \$200 per family. Services may be subject to annual, or lifetime maximum limits as set forth in the plan. Coverage for Employees will begin on the first of the month following one full month after the date of hire or eligibility, or the first of the following month if the hire or eligibility date on the first of the month.

3112 **Costs**

3113 The Employer shall pay the monthly premium costs for Supplemental Medical Coverage. The Employee is responsible for any deductibles, copayments, coinsurance, or other applicable charges.

3114 **Dental Coverage**

3115 **Eligibility and Coverage**

3116 The Employer shall provide the Hawaii Dental Service Plan for each Regular Full-Time Employee and Regular Part-Time Employee and the Employee's eligible dependents. Coverage for Employees will begin on the first of the month following three (3) months of employment or eligibility. The Hawaii Dental Services coverage is as follows:

Hawaii Dental Service	Employee Costs
Diagnostic and Preventive Services Semiannual cleaning and X-rays	Covered at 100%
Basic Services Filling and crowns	Fillings covered at 70% Crowns covered at 80%
Orthodontic	Children up to age 26 covered at 50%; \$1,500 lifetime maximum per person
Annual Maximum (per patient per calendar year)	\$1,500

3117 Costs

3118 The Employer shall pay the following monthly premiums up to the maximum listed with the Employee paying the balance, if any:

Employer Costs

Coverage Level	
Employee	100% with max of \$32
Employee and 1 Dependent	90% with max of \$49
Employee and 2+ Dependents	90% with max of \$71

3119 The Employee is responsible for any deductibles, copayments, coinsurance, remaining premium and other applicable charges.

3120 **Right to Change Medical and Dental Plans**

3121 The Employer retains the right, during the life of this Agreement, to change medical and dental plans if such change does not result in a reduction of overall benefits to the Employees and does not result in any increased cost to the Employees over the present plan. Prior to implementing such a change, the Employer shall notify the Union sixty (60) days in advance and inform the Union of the contemplated changes to allow the Union to inspect the new plan to ensure that the overall benefits to the Employees are being maintained. In the event the Union can substantiate that the new plan is not equal to or better than the present plan on an overall benefit basis, the Union shall have the right, within sixty (60) days of being informed of the Employer's plan to change the medical and/or dental plans, to demand arbitration in accordance with the provisions of Article 36 Grievance and Arbitration Procedure. In the event the Union requests for arbitration, the Employer shall delay any implementation until receiving the arbitrator's decision.

3200 **ARTICLE 32 - HEALTH AND WELFARE BENEFITS EFFECTIVE JANUARY 1, 2024**

3201 Group Life Insurance

3202 The Employer shall provide each eligible Regular Full-Time and Regular Part-Time Employee with fifty thousand dollars (\$50,000) Group Life Insurance coverage with forty thousand dollars (\$40,000) Accidental Death & Dismemberment and will pay the premiums for such insurance coverage during the active service of the Employee's tenure. A Regular Full-Time Employee and Regular Part-Time Employee shall have the option of purchasing group life insurance (\$10,000 to \$100,000 in \$10,000 increments) at their own expense. Such coverage will become effective the ninety first (91st) day of employment in an eligible status or transfer to an eligible status.

3203 Spending Accounts

3204 The Employer shall provide each Regular Full-Time and Regular Part-Time Employee with the opportunity to participate in the Healthcare Flexible Spending Account and Dependent Care Flexible Spending Account. Unused amounts in the Healthcare Flexible Spending Account up to 20% will be rolled over to the next year per IRS guidelines.

3205 Benefits by Design Voluntary Programs

3206 Insurance benefits found in the Benefits by Design voluntary program will be made available on an after-tax basis to Employees eligible for benefits, subject to the satisfaction of any insurer requirements. The available options may include legal services insurance, additional term life insurance, identity theft maintenance, auto and homeowners' insurance, and pet insurance. Any improvements or changes made to the program will be offered to eligible Employees.

3207 Complete Details on Benefits

3208 This Agreement contains only a summary of benefit plans. Complete details concerning these benefits are contained in the appropriate provider contracts, plan documents or summary plan descriptions.

3300 **ARTICLE 33 – RETIREMENT PLANS EFFECTIVE JANUARY 1, 2024**

3301 **Defined Benefit Plan**

3302 Eligibility

3303 Eligible Employees shall participate in the Kaiser Permanente Hawaii Employees' Pension Plan (KPHEPP). An eligible Employee is automatically covered under the provisions of the KPHEPP at date of hire. The full cost of the plan will be paid by the Employer.

3304 Formula

3305 Normal monthly retirement shall be 1.45% of Final Average Monthly Compensation (FAMC) multiplied by years of Credited Service earned after January 1, 2024. FAMC is defined as the highest sixty (60) consecutive months of compensation in the last one-hundred twenty (120) consecutive months of employment.

3306 Vesting Service

3307 Under KPHEPP, each calendar year in which an Employee has 1,000 or more compensated hours is a full year of Service. Prorated Service will be granted for years with fewer than one thousand (1,000) compensated hours. Service is used to determine

vesting and if an Employee is eligible for Early, Disability, Normal, Postponed Retirement or for Deferred Vested Pension (DVP) benefits.

3308 Credited Service

3309 Credited Service is defined as a calendar year in which a participant has two thousand (2,000) or more hours of service. Proportional Credited Service is granted in years in which an Employee has fewer than two thousand (2,000) hours of employment. Credited Service is used to determine the number of monthly benefits and is based only on eligible Kaiser Permanente service.

3310 Vested Benefits

3311 Vesting in KPHEPP is attained after five (5) years of Service, or if an Employee works at least one (1) hour of service at age 65 or older.

3312 Retirement and Payments

3313 If an Employee terminates within fifteen (15) or more years of Service on or after attaining age fifty-five (55), the Employee may immediately commence an actuarially reduced Early Retirement benefit. If an Employee terminates with ten (10) years of Service and after his/her date of disability as determined by the Social Security Administration, the Employee may immediately commence an actuarially reduced Disability Retirement benefit. An Employee who terminates within fifteen (15) or more years of Service, prior to attaining age 55, will be eligible to receive an actuarially reduced DVP benefit, as early as age fifty-five (55) based upon the benefit accrued at the time of termination. If an Employee terminates after five (5) years of Service but before eligibility for Early Retirement, he/she is eligible for an unreduced DVP benefit, payable at age sixty-five (65), based upon the benefit accrued at the time of termination.

3314 Forms of Payment

3315 Vested benefits are payable in the form of a lump sum, single life annuity. Certain and life annuities and joint and survivor annuities as described in the plan.

3316 Death Benefits

3317 For an eligible Employee who remains in employment after he/she becomes eligible for Early, Postponed, Normal Retirement, or with a DVP, the Employer will provide a special death benefit for his/her spouse. If the eligible Employee were to die before actual retirement, the spouse of the deceased eligible Employee will receive a pension benefit calculated as if the eligible Employee had retired on the day before his/her death and had elected a Joint and Survivor annuity with fifty percent (50%) continuation for the survivor. Pension plan survivor benefits will be payable to a surviving eligible domestic partner (as designated by the Employee) of an active eligible Employee who dies and is vested in the pension plan. The surviving eligible domestic partner will receive a benefit calculated as

if the eligible Employee retired the day before death and elected a Joint and Survivor Annuity with fifty percent (50%) continuation to survivor. This benefit will be payable to the domestic partner no later than one (1) year following the eligible Employee's death.

3318 **Plans General**

3319 The Employer reserves the right to amend or modify the pension plans at any time but in no event will there be a reduction of benefits as a result of such amendment or modification. Other retirement plans are governed by the plan document as amended from time to time.

3320 **Tax Sheltered Annuity (TSA)**

3321 The Employer shall provide a 403(b) Plan to Employees to allow for before-tax and Roth after-tax Employee deferrals. Effective January 1, 2024, after one (1) year of employment, the Employer shall make contributions to match one hundred percent (100%) of an Employee's contribution, up to one- and one-half percent (1.5%) of his/her eligible earnings. The Employer contributions will be vested in increments of twenty (20) percent per year of employment, with Employees becoming fully vested after they have completed five (5) years of employment.

3322 **Supplemental Savings and Retirement Plan**

3323 Effective January 1, 2024, Employer contributions to the Kaiser Permanente Supplemental Savings and Retirement Plan (KPSSRP/Plan B) and all voluntary Employee payroll deductions will cease. Prior contributions to the plans will remain in Employee's accounts, and Employees will continue to receive statements and have access to direct and allocated funds in those accounts. Loan repayments, if any will continue.

3324 **Plan B Buyout**

3325 Eligible exempt Employees who are eligible for and receiving Plan B contributions on January 1, 2024, will receive a cash payment equal to five percent (5%) of their applicable prior calendar year annual earnings less taxes and other deductions required by law. The cash payment will occur no later than April of 2024.

3326 **Retiree Medical Coverage**

3327 Effective January 1, 2024, eligibility is defined in two (2) categories:

3328 Category 1: Regular full-time and regular-part time active Employees who were hired or rehired before January 1, 2024, and who have attained age fifty-five (55) with fifteen (15) or more years of Service upon termination. A Year of Service is defined as one thousand (1,000) compensated hours.

- 3329 Category 2: Regular full-time and regular-part time active Employees hired or rehired on or after January 1, 2024, and who are age fifty-five (55) years or older with fifteen (15) or more years of service upon termination. A Year of Service is defined as two thousand (2,000) compensated hours, prorated for years in which the Employee has at least one thousand (1,000) but fewer than two thousand (2,000) hours.
- 3330 The Medical Premium Subsidy – Category 1 Retirees Only
- 3331 Medical Premium Subsidy Only for Eligible Category 1 retirees: At age sixty-five (65) or older, an eligible retiree shall receive a Medical Premium Subsidy toward the monthly premium of the Kaiser Permanente Senior Advantage plan (“KPSA plan”) where the retiree resides, or as further described in the “Medical Premium Subsidy” rules below.
- 3332 Eligible retirees will be offered Kaiser Permanente Senior Advantage plans (KPSA) similar to the KPSA policies offered to individuals in the communities we serve, and have the same premiums, deductibles, co-payments and out-of-pocket maximums as the commercially available basic Senior Advantage Medicare plans in the covered location.
- 3333 The maximum Medical Premium Subsidy for 2023 for KPSA plan shall be \$39.40 per month, and shall increase by three percent (3%) on January 1 of each year, subject to the Rules of Application in 3322.
- 3334 The Medical Premium Subsidy for the eligible spouse or domestic partner/civil union partner shall be equal to the retiree’s Medical Premium Subsidy. The Medical Premium Subsidy for a spouse or eligible domestic partner/civil union partner will not apply until the retiree commences Medical Premium Subsidy. If the retiree’s eligible dependent is not yet Medicare-eligible when the retiree commences the Medical Premium Subsidy, the dependent coverage shall be the same as the retiree medical benefit applicable to pre-Medicare dependents for pre-2024 retirees. That pre-Medicare dependent coverage ends when the dependent becomes eligible for Medicare.
- 3335 Retiree Medical Program “Medical Premium Subsidy” Rules of Application
- 3336 If the Medical Premium Subsidy amount exceeds the KPSA premium costs, then the excess amount is forfeited. Any cost of medical coverage above the Medical Premium Subsidy shall be borne by the retiree. The arrangement is retiree only consistent with market reform requirements. If a retiree does not pay the retiree’s share of KPSA premiums for his/her KPSA premium and/or his/her Medicare-eligible spouse or domestic partner/civil union partner, the retiree and/or the spouse or domestic partner/civil union partner shall lose coverage in accordance with KPSA plan terms. Within any Kaiser Permanente Service Area, the applicable Medical Premium Subsidy is equal to the amount of the lowest-cost KPSA coverage (including prescription drug coverage) available to the retiree (and not for any premium plan or non-Kaiser Permanente plan). A retiree and/or spouse or domestic partner/civil union partner must enroll in Medicare Parts A and B and any other relevant parts of Medicare and an individual KPSA plan offered through the Kaiser Permanente Retiree Medical Plan’s enrollment process. Retirees

and/or spouse or domestic partner/civil union partner must also assign his/her Medicare rights to the applicable KPSA plan, and take such other action as the applicable KPSA plan determines is necessary to assign/coordinate Medicare.

- 3337 If a retiree and/or his/her eligible dependents reside outside of Kaiser Permanente service area, the Medical Premium Subsidy can be used for any Medicare Advantage or Medicare “Medigap” plan premiums. In the event of an eligible retiree’s death, the Medical Premium Subsidy will be available for a surviving spouse or domestic partner/civil union partner, subject to the same rules. Coverage will be available for any eligible surviving child up to age 26. Eligibility of a spouse or domestic partner/civil union partner for survivor retiree medical benefits ends upon remarriage or entering into a domestic partnership/civil union relationship.
- 3338 Retiree Medical Health Reimbursement Account (“HRA”) for Eligible Retirees
- 3339 A Category 1 or Category 2 Employee who retires on or after January 1, 2024, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of two thousand dollars (\$2,000) per year of service. An eligible retiree will receive an allocation to an HRA Supplemental equal to ten thousand dollars (\$10,000) when the retiree reaches age eighty-five (85).
- 3340 Retiree Medical HRA and HRA Supplemental Rules of Application
- 3341 The following rules shall apply to reimbursements from the Retiree Medical HRA:
- 3342 A retiree may access the Retiree Medical HRA for reimbursement of eligible expenses (within limitations described below) at age sixty-five (65), or retirement, whichever is later.
- 3343 A retiree may access the HRA Supplemental for reimbursement of eligible expenses at age eighty-five (85).
- 3344 The arrangement is retiree only consistent with market reform requirements.
- 3345 A retiree residing within a Kaiser Permanente Service Area may obtain HRA reimbursements for KPSA plan coverage costs, consisting of premiums and co-payments or deductibles or for any other eligible medical care expense in accordance with the Internal Revenue Service guidelines which are purchased at or approved by Kaiser Permanente for the retiree and his/her spouse, or eligible domestic partner/civil union partner or other KPSA-covered dependents.
- 3346 A retiree residing outside any Kaiser Permanent Area may obtain HRA reimbursements for any Medicare Advantage or “Medigap” plan costs, consisting of Medicare plan premiums and Medicare plan co-payments or deductibles for the retiree and his/her spouse, domestic partner or other Medicare covered dependents.

3347 A retiree residing within a Kaiser Permanente Area will be provided a debit card to use, where available, to provide direct HRA reimbursements to Kaiser Permanente for eligible KPSA plan coverage costs. The Employer intends to develop a similar debit card program for retirees residing outside any Kaiser Permanente Service Area to provide direct HRA reimbursements limited to eligible Medicare Advantage or Medigap plan costs.

3348 In the event of a retiree's death, any balance in the Retiree Medical HRA and HRA Supplement will be available for the benefit of the retiree's surviving spouse, or a surviving domestic partner/civil union partner who was an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner/civil union partner may access the Retiree Medical HRA and HRA Supplement for reimbursement of eligible medical expenses when the retiree would have been eligible to access the Retiree Medical HRA or HRA Supplement. Eligibility of a surviving spouse or domestic partner/civil union partner to access the HRA balance ends upon his/her remarriage or entering into a domestic partnership/civil union partnership.

3400 **ARTICLE 34 – PERFORMANCE EVALUATIONS**

3401 **Section 1 – Performance Evaluations**

3402 Nature and Purpose of Evaluations

3403 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 provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

3404 Evaluations not Discipline

3405 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.

3406 Employee Comments

3407 An Employee shall be given an opportunity to read and attach written comments to performance evaluations prior to their placement in the Employee's personnel file.

3408 Not Grievable

3409 Performance evaluations shall not be grievable.

3500 **ARTICLE 35 – CORRECTIVE ACTION**

3501 **Section 1 – Discipline and Discharge**

3502 **Just Cause**

3503 Employees shall be subject to discipline or discharge by the Employer for just and sufficient cause. An Employee who is disciplined beyond a verbal reprimand shall be furnished the reason for the disciplinary action in writing. In the event that it is necessary to take corrective action, the corrective action may include verbal coaching, written warnings, suspension and termination.

3504 **Employer Policies**

3505 If an Employee is disciplined for a violation of any of the Employer's policies, the Employee has the right to be given a copy of the applicable policy.

3506 **Union Representation**

3507 The Employer recognizes the right of an Employee to demand the presence of a Union representative if the Employee is to be called into a meeting to receive a written warning or to be suspended or discharged, or to be questioned by the Employer when the Employee reasonably believes the investigation may result in discipline. If the Employer intends at that meeting to issue a written warning or suspend or discharge the Employee, the Employer shall, prior to taking such action, notify the Employee so that the Employee may exercise the right to have Union representation.

3508 **Acts of Gross Misconduct**

3509 Acts of gross misconduct and/or gross negligence will subject the Employee to an accelerated level in the discipline process, up to and including a Suspension or Termination.

3510 **Section 2 – Suspension Pending Completion of Investigation**

3511 When the Employer believes there may be sufficient cause for discharge, the Employer may place an Employee on suspension pending completion of investigation without pay for up to three (3) working days (exclusive of weekends and holidays). Thereafter, the Employee will be placed on administrative leave with pay while the Employer completes its investigation.

3512 **Section 3 – Purging of Documentation**

3513 Written disciplinary notices and documentation of Employee counseling sessions will be invalid after a period of one (1) year from the date the aforementioned were issued. While

the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify disciplinary action.

3600 **ARTICLE 36 – GRIEVANCE AND ARBITRATION PROCEDURE**

3601 **Section 1 – General Principles**

3602 **Basic Means of Settling Grievances**

3603 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 Agreement and/or any dispute concerning wages, hours, or working conditions. All such disputes shall be subject to the grievance procedure.

3604 **Time Limits**

3605 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 twenty-one (21) calendar days after the grievant had knowledge of the event or should have had knowledge of the event. All discharge grievances shall be deferred immediately to Step Two of this procedure within seven (7) calendar days from the date of the discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

3606 Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. Both parties agree, however, to make their best effort to abide by the time limits outlined in this Agreement. In the event the Union fails to appeal a grievance in a timely manner, the grievance will be treated as “withdrawn” by the Union. If the Employer fails to respond to a grievance within the time limits specified, the grievance may be appealed to the next step of the grievance procedure by the Union.

3607 **Mandatory Meetings at Each Step of the Grievance Procedure**

3608 There shall be a mandatory meeting at each step of the grievance procedure unless waived by the mutual agreement of the parties. Grievant(s) participating in such meetings shall not suffer any reduction in pay due to their participation.

3609 **Written Grievance Documents**

3610 All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing. Grievances must be submitted on the grievance form.

3611 Non-Precedent-Setting Settlements

3612 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 practice of the Agreement.

3613 Good Faith Efforts to Resolve Issues

3614 The goal of the parties is to achieve early and prompt resolution of issues and disputes through informal and formal discussions between the Steward, Employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedure 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.

3615 Union Staff Representatives

3616 Union staff representatives may participate at any level of the grievance procedure.

3617 Necessary and/or Relevant Information

3618 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 any disputes relating to the provision of requested information.

3619 **Section 2 – Steps of the Grievance and Arbitration Procedure**

3620 Step One

3621 Step One of the grievance procedures is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level of the unit/department in which they occur.

3622 The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an Employee shall initiate the grievance procedure at Step One by presenting the issues to the Employee's immediate supervisor. Within fourteen (14) 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. If the decision is made that joint resolution is not possible, the supervisor shall state the Employer's position in writing and remit it to the grievant(s) and the Steward within fourteen (14) calendar days of the meeting. Participants in Step One discussions should include the Employee(s), the involved supervisor, and the Union Steward.

3623 Step Two

3624 All issues that are not resolved at Step One may be appealed to Step Two within fourteen (14) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance on the grievance form after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within fourteen (14) 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 fourteen (14) calendar days thereafter. Grievances regarding discharge must be initiated at Step Two within seven (7) calendar days after the action. In addition, grievances involving suspension shall be introduced directly to Step Two of the Grievance and Arbitration procedure. Participants in Step Two should include the grievant(s), the Union Steward, the supervisor, and the human resources representative.

3625 Step Three

3626 All grievances that are not resolved at Step Two may be appealed to Step Three within fourteen (14) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Within fourteen (14) calendar days of receipt of such appeal a meeting shall be held including the parties' designees, a Labor Relations representative, Union Steward and grievant(s). Within fourteen (14) calendar days after such meeting, the Employer's designee shall respond to the Union Staff representative and other meeting participants in writing.

3627 Step Four - Arbitration

3628 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 Labor Relations Department within fourteen (14) calendar days after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.

3629 Selection of Arbitrator

3630 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.

3631 Authority of Arbitrator

3632 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. However, grievances involving reclassification and upgrade are within

the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator; the decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule. The award of the arbitrator shall be final and binding on both parties.

3633 Cost of Arbitration

3634 Each party shall pay one-half (1/2) the cost of the arbitration proceedings which include but are not limited to the cost of the arbitrator, court reporter and transcript for the arbitrator, if mutually agreed to as necessary, conference room costs and other related costs, and each part shall be responsible for the cost of its own representatives and witnesses.

3700 **ARTICLE 37 – CLASSIFICATION REVIEW**

3701 In October, on an annual basis, excluding the year in which the contract expires, the Union may request, and the Employer will agree, to evaluate the Market competitiveness of any of the bargaining unit classifications for possible adjustments. The parties will attempt to agree on the appropriate criteria in determining such evaluations. Although neither party is required to agree to any adjustment, each party will enter into good faith discussions regarding wage adjustments for the purpose of attracting and retaining Employees. Disputes under this Article shall not be subject to the Grievance and Arbitration Procedures.

3800 **ARTICLE 38 – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

3801 In accordance with the Employer's compliance policies, indiscriminate our 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.

3900 **ARTICLE 39 – ACCESS TO PERSONNEL RECORD INFORMATION**

3901 **Section 1 – Inspection of Personnel File**

3902 An Employee shall be entitled at a mutually convenient time to inspect documents, reports, and other written materials in his/her official personnel file (both in Human Resources and in the Department) relating to the employment and performance of the Employee. When inspecting the material, the Employee may, at the Employee's request, be accompanied by a Union representative. Upon request, an Employee may receive copies of materials normally provided to the Employee (e.g., notices of disciplinary action, performance evaluations).

3903 **Section 2 – Procedures Regarding Materials in Personnel File**

3904 A copy of any material related to the performance and/or discipline of an Employee shall be provided to the Employee prior to being placed in his/her official personnel file. The Employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that the Employee's signature merely signifies that the Employee has read the material and does not necessarily indicate agreement within its contents. An Employee shall have the right to answer any material filed, and this answer shall be attached to the file copy. An Employee may grieve the placement of disciplinary material in his/her file.

3905 **Section 3 – Removal of Material from Personnel File**

3906 **Upon Mutual Agreement**

3907 Material will be removed or otherwise deleted from an employee's file if the Employer and the Employee agree to such material is incorrect or if such material is determining incorrect as a result of the grievance procedure.

3908 **Removal After Two (2) years**

3909 Any disciplinary material shall be null and void after two (2) years for purposes of progressive discipline, except for acts of an egregious nature. Acts of an egregious nature are those acts for which an Employee would normally be immediately terminated.

3910 It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to substitute further disciplinary action, except in the case of acts of an egregious nature as defined herein.

3911 **Additional Information Submitted by the Employee**

3912 An Employee may submit pertinent information such as work experience, educational degree, courses taken, recommendations and awards, to be included in the Employee's personnel file.

4000 **ARTICLE 40 – CONFORMITY TO LAW**

4001 If any provision of this Agreement is found to be in conflict with the State or Federal law, the remaining provisions of this Agreement shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating only the provision(s) so invalidated.

4100 **ARTICLE 41 – NO LOCKOUT OR SUSPENSION OF WORK**

4101 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, lockout or work stoppages, or sympathy strikes.

4200 **ARTICLE 42 – DURATION OF AGREEMENT**

4201 This Agreement shall become effective February 18, 2023 and shall remain in effect through February 17, 2026. It shall continue from year to year thereafter unless amended, modified, changed or terminated.

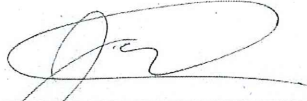
4202 Either Party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.

4203 Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

HAWAII REGION

**Kaiser Foundation Hospitals
and
Kaiser Foundation Health Plans, Inc.**

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on February 18, 2023.



Jeremy Lyon
Sr. Labor Relations
Representative



Sal Rosselli
President National Union of Health Care
Workers

Julie Miller-Phipps

Ralph R. Cornejo
Director, National Union of Health Care
Workers

Frank Hurtarte

Tami Swonigan

Greg Christian

Darah Wallsten

Richard Rosas

Lei Devenport

Josie Clark

Andrea Kumura

Diane Lee

Daniel Meier

Jennifer Palisbo

Shelly Mason

APPENDIX A – WAGE SCALE

Title Description (18)	2023 Effective 2/19/2023	2024 3%	2025 2%
Case Mgr. BHS	\$45.89	\$47.27	\$48.22
Case Mgr. RN	\$61.68	\$63.53	\$64.80
LCSW-Crisis & Triage Mgmt.	\$45.89	\$47.27	\$48.22
LIC CLNC SOC WRK (LCSW)	\$45.89	\$47.27	\$48.22
LIC SOC WORKER (LSW)	\$40.09	\$41.29	\$42.12
LIC SOC WORKER NE (LSW)	\$40.09	\$41.29	\$42.12
Licensed Mental Health Prof'l	\$37.60	\$38.73	\$39.50
PSYCHOLOGIST	\$62.93	\$64.82	\$66.12
Psychologist Assistant	\$35.20	\$36.26	\$36.99
Sub Abuse Counselor	\$33.39	\$34.39	\$35.08

Across-the-Board Increases (“ATB”)

It is understood the terms of this Article replace the status quo merit increase cycle.

Effective on the anniversary of the Agreement, ATB's will be effective on the first closest pay period.

Upon ratification, on the first closest full pay period, all Employees shall receive a minimum of a three percent (3%) increase.

Grandfathered Employees

Employees above the single wage rate after the minimum three percent (3%) increase are designated as “Grandfathered”.

Grandfathered Employees shall receive ATB increases in each year during the term of this Agreement. Employees whose wage rates are ten percent (10%) or greater above the single wage rate scale at the time of the last ATB increase will not be eligible for future ATB wage increases until such time when the single wage rate scale becomes equal to or exceeds the Employee's wage rate.

APPENDIX B – LETTER OF UNDERSTANDING

JOINT PROFESSIONAL PRACTICE IMPROVEMENT COMMITTEE

The parties agree to implement the Professional Practice Committee Program as a twelve (12) month pilot. At the conclusion of the twelve (12) months, the program will be reviewed and either party has the right to discontinue the program.

A. Professional Practice Improvement Committee

1. Composition

In order to enhance a collaborative environment in which patient care is provided and to ensure ongoing communication between the Employer and its Employees, the Union and the Employer will establish a Joint Professional Practice Improvement Committee. The Committee will be composed of an equal number of Employer and Union representatives. An agenda will be developed for the quarterly meetings. The Committee will meet quarterly or more often by mutual agreement.

2. A Union representative and Kaiser Labor relations representative may participate in the Committee.

B. Objectives of the Committee

1. Discuss recommendations to maintain and enhance professional practice;
2. Discuss recommendations to meet key organization objectives;
3. Discuss recommendations and strategies for improving the quality of patient care. Recommendations and strategies may include quality matrix, use of clinical outcomes tools, clinical case review practices, treatment plans, duration of treatment and utilization of multiple treatment modalities;
4. Discuss recommendations and strategies for improving the quality of service to patients. Recommendations may include strategies for addressing “Member Concerns” and “Patient Satisfaction;”
5. Discuss recommendations for improving patient access. Recommendations may include strategies on how to reduce Net Loss, forecast staffing needs for patient demands and address work flow efficiencies within a department; and
6. Additional subjects/topics as requested and mutually agreed upon by the parties.

C. Committee Procedures

The Committee will have the right to establish its own rules and procedures. However, the duties and functions of the committee shall not abridge any rights the Employee or Employer has under the Collective Bargaining Agreement.

D. Information for Work of the Committee

The Employer and Employees will provide relevant information to the applicable chartered Committee so that it can accomplish its objectives.

E. Agenda

In order to facilitate the efficacy of the Committee meetings the parties will develop an agenda that may or may not include Behavioral Health or Medical Social Workers at any specific meeting, depending on the issues the parties are addressing.

F. Compensation for Attendance at Committee Meetings

Employees attending Professional Practice Improvement Committee will have no reduction in pay as a result of their participation in meetings.