



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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INTEGRATED BEHAVIORAL HEALTH SERVICES

COLLECTIVE BARGAINING AGREEMENT



KAISER PERMANENTE®

**NORTHERN CALIFORNIA REGION
THE PERMANENTE MEDICAL GROUP, INC.**

OCTOBER 1, 2018 – SEPTEMBER 30, 2021

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

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

Weingarten Rules/Statement:

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

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

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

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

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

This page is for informational purposes only and is not part of the collective bargaining agreement.

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AGREEMENT

1 This Agreement is made and entered on October 1, 2018, by and between The
2 Permanente Medical Group (hereinafter referred to as the “Employer”) and the
3 National Union of Health Care Workers (NUHW), Integrated Behavioral Health
4 Services Chapter (hereinafter referred to as the “Union”):

WITNESSETH

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

ARTICLE I – PURPOSE OF AGREEMENT

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

ARTICLE II – SCOPE OF AGREEMENT

Section 1 – Bargaining Unit Positions

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

9 **Section 2 – Supervisory Employees**

10 The Employer recognizes the fact that only bona fide supervisory employees have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such actions, and it is not the Employer’s policy to establish jobs or job titles for the purpose of excluding such employees from the units as established in Article II, Section 1.

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

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

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

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

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

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

16 **ARTICLE V – CONSCIENTIOUS OBJECTION**

17 The Employer and the Union recognize the rights of individuals to refuse to participate directly in therapeutic abortion procedures. Employees who wish to exercise those

rights shall submit their written request to the Employer. The Employer shall honor such requests by making reasonable accommodation, except in an emergency situation, where the immediate nature of the patient's needs and rights shall take precedence over exercise of the employee's rights.

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

19 **Section 1 – Union Membership**

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

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

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

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

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

25 **Section 3 – COPE Check Off**

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

27 **Section 4 – Employer Indemnification**

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

29 **Section 5 – Volunteers/Students**

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

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

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

33 **Section 6 – Notification**

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

35 **ARTICLE VII – MANAGEMENT RIGHTS**

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

37 **ARTICLE VIII – NON-DISCRIMINATION**

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

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

40 **ARTICLE IX – SENIORITY**

41 **Section 1 – Definition**

42 Seniority shall be defined as the most recent date of hire in a bargaining unit position. In the event two (2) or more employees are hired on the same day, the employee with the lower employee number will be considered the more senior.

43 **Section 2 – Return from Separation**

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

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

46 **Section 1 – Job Postings**

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

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

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

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

51 **Section 2 – Filling Vacancies**

52 In filling any vacancy the Employer will select the best qualified internal or external candidate. Candidates shall be considered based on the following criteria: education, experience, work record, disciplinary record, Kaiser Permanente experience,

specialty, special skills, references, diversity, licensure, seniority, and case presentation.

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

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

55 2. Candidates will be interviewed in the following order:

- A. Internal applicant(s) from the Site and, if the Union and the Employer cannot reach a decision on a selection, it shall interview
- B. Internal applicant(s) from the Facility and, if the Union and the Employer cannot reach a decision on a selection, it shall interview
- C. Internal applicant(s) from the Region and, if the Union and the Employer cannot reach a decision on a selection, it shall interview
- D. External applicant(s)

56 3. The final candidate selection will be reviewed with the Chief prior to the position being offered. If the Chief objects to the selected candidate, or If the Union and the Employer cannot reach a decision after going through the interview order above, the Chief will resolve the impasse by either choosing among the top candidates as put forward by the mutual agreement of the two (2) parties, or requesting that additional candidates be interviewed.

57 4. An employee who is granted a position during the transfer process which will result in a promotion, will be placed on the wage structure at a step rate which provides for at least a 7.5% increase.

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

59 Should an employee request or volunteer to increase or decrease his/her scheduled hours and the Employer agrees (the final decision involving a status change of any

employee rests with the Chief and/or his/her designee) then the following must occur prior to awarding the change:

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

60 **Section 4 – Recruitment/Retention**

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

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

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

63 **ARTICLE XI – REDUCTION IN FORCE**

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

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

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

manner may continue on recall. This will require mutual agreement between management and the union.

67 **ARTICLE XII – PROBATIONARY EMPLOYEES**

68 **Section 1 – New Hires**

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

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

71 The probationary period may be extended up to a maximum of two months only by mutual agreement between the Employer, the employee, and the Union. Before an employee's probationary period is extended, the Employer will provide the employee and the Union with clear and specific objectives for area(s) of improvement.

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

73 Probationary employees shall be provided with appropriate training and orientation tools and verbal assessments on an on-going basis and written assessments that shall take place at two (2) months and four (4) months during their probationary period. In no case shall an employee be required to serve more than one probationary period unless there is a break in service from the bargaining unit of three (3) years or more.

74 **Section 2 – New Employee Orientation**

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

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

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

78 The evaluation period for employees transferring or promoting shall be thirty (30) calendar days.

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

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

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

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

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

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

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

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

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

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

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

89 **ARTICLE XIV – ASSISTANTS**

90 Psychological Assistants, Psychiatric Social Worker Assistants, Marriage and Family Therapist Assistants and Professional Clinical Counselor Assistants shall be covered under this Section. The classification of Assistant is intended as a career track position. After state licensure, Assistants will be placed on the appropriate licensed

salary structure within three (3) months after notification of licensure by the employee. Managers may use the Advance Step Placement Process in the placement of the employee.

91 Once hired as an Assistant, an employee will be offered and must work a schedule that would accumulate at least half the required supervisory hours annually. Once the Assistant obtains the required supervised hours, the employee has two and one-half (2.5) years from that date to complete state licensure. If hired as a licensed eligible employee they shall have two and one-half (2.5) years from their date of hire to complete state licensure.

92 **ARTICLE XV – PROFESSIONAL HOURS**

93 **Section 1 – Professional Hours**

94 The parties recognize the professional nature of the work performed by the employees covered by this Agreement. While each full-time employee will be scheduled to work eighty (80) hours on a bi-weekly pay period, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in clinic work load. All staff are entitled to build into their schedule an unpaid meal period. Employees will be scheduled to have at least two (2) consecutive days off during the eighty (80) hour bi-weekly pay period. The scheduling of hours during the week shall be established by the Chief of Service. When consistent with the needs of the clinic, flexible schedules requested by staff may be authorized by the Chief or his/her designee.

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

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

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

98 **Section 2 – Guaranteed Salary Generally**

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

100 **Section 3 – Exempt Employees**

101 1. Workweek and Workday Defined

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

103 2. Scheduled Work Hours

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

105 3. Guaranteed Weekly Salary Generally

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

107 4. Guaranteed Daily Salary Generally

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

109 5. Deductions for Full-Day Absences Generally

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

- Absence from work for one or more full days for personal reasons, other than
sickness or disability;
- Absence from work for one or more full days due to sickness or disability;

- Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA)

111 6. Deductions for Partial-Day Absences

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

113 7. Paid Leave Bank as Salary Replacement

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

115 8. Work Not Available

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

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

118 1. Full Week Absences

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

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

employee's paid leave bank for the full week absence during the first week of the payroll period.

120 2. Full Day Absences

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

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

122 3. Partial Day Absences

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

124 4. Exhaustion of Paid Leave Bank

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

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

127 1. Full Week Absences

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

129 2. Full Day Absences

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

131 3. Partial Day Absences

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

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

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

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

135 A. Definition of Terms

136 1. Payroll Week

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

138 2. Payroll Day

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

140 3. Holiday Pay

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

142 B. Overtime Rates

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

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

145 2. Hours in Excess of Twelve

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

147 C. Paid Leave Used in the Calculation of Overtime

148 1. Extended Sick Leave (ESL)

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

150 2. Paid Time Off (PTO)

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

152 3. Jury Duty

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

154 Non-Duplication of Overtime

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

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

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

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

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

160 **Section 1 – Status Definitions**

161 A. Regular Full-Time

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

163 B. Regular Part-Time Employees

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

165 In the event it becomes necessary, for efficiency of operations, for the Employer to
increase hours of part-time employee(s), the least senior employee(s), who is
qualified to perform the additional work, will be assigned the additional hours should
more senior qualified employees decline the additional hours.

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

167 C. Short-Hour Employees

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

169 D. Temporary Employees

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

171 E. Per Diem Employees

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

173 F. Benefited Employees

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

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

176 G. Non-Benefited Employees

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

178 **Section 2 – Changing Status**

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

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

180 **ARTICLE XVII – WAGES**

181 **Section 1 – Payday and Paychecks**

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

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

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

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

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

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

188 • 2018 Wage Increase: All bargaining unit employees shall receive a three percent (3.0%) across the board (ATB) wage increase effective as of the first full pay period to begin after ratification of the agreement.

189 • 2019 Wage Increase: All bargaining unit employees shall receive a two and three quarters percent (2.75%) across the board (ATB) wage increase effective as of the first full pay period to begin after ratification of the agreement.

190 • 2020 Wage Increase: All bargaining unit employees shall receive a two and three quarters percent (2.75%) across the board (ATB) wage increase. If a collective bargaining agreement is ratified by September 30, 2020, this increase will be effective the beginning of the pay period closest to September 30, 2020. If a collective bargaining agreement is ratified on or after October 1, 2020, this increase will be effective as of the first full pay period to begin after ratification of the agreement.

191 **Section 4 – Performance Improvement Bonus**

192 The Employer will offer a performance improvement bonus based on the achievement of metrics to be determined by the Employer for 2020, centered on improving access and enhancing the KP behavioral health program over the years. The bonus shall be paid in March of 2021. The payout will be up to a maximum of \$5,000.00 (five-thousand dollars and no cents) for Full-time employees, and pro-rated for Part-time employees, for full achievement of the metrics.

193 To receive the performance improvement bonus the employee must be in an active status as of the end of the performance year, and at the time of payment.

194 **Section 5 – Lump Sums**

195 All Full-time and part-time active employees, employed at the time of ratification, will receive a 0.25% lump sum bonus.

196 All Full-time and part-time active employees, employed on October 5, 2020, will receive a 0.25% lump sum bonus.

197 The first lump sum bonus will be paid no later than 60 days following ratification. The subsequent October 5, 2020 payment will be paid no later than 60 days following the end of the pay period to include October 5, 2020.

198 Earnings to include: Compensated hours includes regular hours worked, overtime, vacation, sick and training time (includes extra shifts and shift premiums). It excludes bonuses and benefits.

199 Period of Pay: Covers 26 pay periods, or 1 year of earnings ending with the pay period to include October 6, 2019 in year one and October 5, 2020 in the subsequent year as applicable.

200 Payment: Subject to applicable state/federal withholdings

201 **Section 6 – Wage Scale Adjustments**

- Effective the beginning of the pay period closest to the date of ratification the wage scale for the Licensed Clinical Social Workers (LCSW), Licensed Marriage Family Therapists (LMFT), and Licensed Professional Clinical Counselor (LPCC) classifications shall receive a one-time four percent (4.0%) wage scale adjustment.
- Effective the beginning of the pay period closest to the date of ratification the wage scale for the Chemical Dependency Recovery Program (CDRP) Counselors (also known as Addiction Medicine Recovery Services Counselors (AMRS)) classification shall receive a one-time five percent (5.0%) wage scale adjustment.

202 **Section 7 – Shift Differential**

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

204 **Section 8 – On-Call Time**

205 On-Call Time refers to an after-hours system that includes off-site, on-call coverage and/or on-site coverage. This is intended to ensure coverage on weekends and after hours. On-Call Time shall be applicable for the following time periods:

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

- 206 Employer will establish a Dedicated after-hours system, with posted positions (either Posted Dedicated On-Call or On-Site which may include regular, short hour, temporary, and/or per diem employees) as determined by Employer within 18 months of ratification. Employer maintains the right to establish required on-call coverage and to utilize a non-dedicated system when dedicated staff are not available (whether planned or unplanned). The Employer's intent is to minimize the use of a non-dedicated system.
- 207 In preparing a schedule the following order will be utilized to ensure coverage:
1. Employees in Posted Dedicated On-Call and/or on-site positions will fulfill their normal weekly scheduled shifts.
 2. Employees in Posted Dedicated On-Call and/or On-Site positions will be offered any remaining vacant shifts.
 3. Volunteers may be sought to fill additional needed shifts as described in the Non-Dedicated On-Call System below.
 4. Remaining shifts will be assigned by the Employer as described in the Non-Dedicated On-Call System below.
- 208 Non-Dedicated On-Call System:
- 209 The Employer may seek volunteers who wish to take extra shifts when the posted position On-Call and/or On-site staff are not available. The Employer may limit the number of call shifts voluntarily taken by an employee to ensure appropriate clinical operations. If the Employer requires additional shifts the Employer will determine the distribution of coverage in an equitable way.
- 210 Non-volunteer, non-dedicated employees will only be required to cover one (1) medical center during their shift.
- 211 Regular Employees will either earn Accrued Time Off (ATO) or receive extra pay at the rate of one (1) hour for every four (4) hours of on-call (e.g., 4 hours for a 16-hour weekday shift, and 6 hours for a 24-hour weekend shift).
- 212 When required to come on-site during On-Call Time, employees will receive a minimum of two (2) hours of ATO or extra pay and receive one (1) hour of ATO or extra pay for each additional hour or increment of an hour thereafter. Shift differential provisions apply to all paid hours.
- 213 For coverage of on-site shifts, regular employees will earn Accrued Time Off (ATO) or extra pay at rate of time for time.
- 214 Additional Holiday Accrual - Applicable only to employees not hired into a posted on-call or on-site position.

- 215 For coverage on a designated holiday, in addition to accruals for applicable on call shifts, regular employees will either earn accrued time off (ATO) or receive extra pay at the rate of one (1) hour for every four (4) hours of coverage whether coverage is on call or on-site. For shifts that cover a portion of the holiday, the additional holiday accrual will be pro-rated.
- 216 The Employee will have discretion to earn ATO or extra pay for On-Call Time.
- 217 ATO can be accumulated up to a maximum of eighty (80) hours and can be scheduled off in half-hour increments. Employees whose ATO accumulation has approached or reached the maximum will meet with his/her supervisor to set forth a plan for ATO to be taken. In the meantime, should the employee be required to take call while their ATO bank is at maximum they will be paid at their hourly rate for the number of ATO hours earned more than eighty (80).
- 218 ATO is not a vested benefit. Employees do not receive a cash-out of accrued ATO upon termination of employment, change of status to non-benefited, or transfer outside of the bargaining unit. Employees are expected to work with their manager to exhaust their ATO bank before transferring to a new facility. If the employee is unable to exhaust their ATO, they will be allowed to transfer this accrued time to their next worksite.
- 219 Posted Dedicated On-Call Positions:
- 220 Posted Dedicated On-Call Positions are positions in which the job posting includes one or more on-call shifts as regularly-scheduled shifts. The posting will indicate the number of hours per week of assigned on-site hours and on-call hours.
- 221 An employee's salary and compensable hours will be determined based on posted on-site and/or on-calls shifts. Scheduled on-call shifts will be factored as one (1) hour for every two (2) hours of scheduled on-call for the purposes of determining part-time or full-time status and the employee's fixed salary.
- 222 The employee's fixed salary will not be reduced because of temporary scheduling changes required by the Employer.
- 223 Employees in Posted Dedicated On-Call Positions can earn ATO or extra pay for additional on-call shifts that are beyond their weekly posted on-call hours, at a rate of one (1) hour for two (2) shift hours. Employees working in Posted Dedicated On-Call Positions receive no additional compensation or ATO if required to come on-site. Shift differential provisions do not apply.

Examples:

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

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

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

Examples:

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

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

Example:

- An employee who is scheduled to work one 10-hour shift in the clinic and one dedicated on-call shift of 24 hours on weekends, misses the 10-hour shift in the clinic for personal reasons and has no earned PTO/ATO. The Employer may deduct 1/5 of the Employee's weekly salary for the missed on-site shift. Similarly, if the employee misses a 24 hour on-call shift, the Employer may deduct 1/5 of the Employee's weekly salary for the missed on-call shift.

226 **Section 9 – Step Increases**

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

228 **Section 10 – Longevity Step**

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

230 **Section 11 – Advanced Step Placement**

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

232

Experience	Step
0-1 years	Step 1
1-2 years	Step 2
2-3 years	Step 3
4+ years	Step 4

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

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

1. The amount of time the position was unfilled;
2. A dated copy of the job posting;
3. Any recruitment methods, other than the usual Kaiser process, used in attempting to fill the position;
4. The number of qualified applicants and the number interviewed;
5. Any special qualification/certifications this candidate has;
6. Number of years of post-licensure experience this candidate has; and
7. Candidate's salary history at relevant previous positions.

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

236 **Section 12 – Termination Pay**

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

238 **Section 13 – Mileage**

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

240 **Section 14 – Bilingual Pay**

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

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

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

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

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

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

247 **ARTICLE XVIII – LEAVES OF ABSENCE**

248 **Section 1 – Family Leave**

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

250 **Benefits while on Family Leave**

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

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

253 **Section 2 – Unpaid Medical Leave**

254 Commencing on the first day of employment, employees are eligible for unpaid Medical Leave for non-work-related disabilities, including conditions related to pregnancy. Medical Leave continues for the period of disability, or a maximum of six (6) months, whichever is earlier, provided that an appropriate licensed provider’s (e.g. physician) certification is submitted. Each leave of absence is treated independently provided that three (3) months elapsed between each leave of absence. The period of the Medical Leave shall not exceed six (6) months and shall commence after exhaustion of accrued ESL, any immediately-elected PTO and Short Term Disability benefits.

255 Benefits while on an Unpaid Medical Leave

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

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

258 **Section 3 – Occupational Leave**

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

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

261 Benefits while on Occupational Leave

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

263 Employees on unpaid Occupational Leave will continue to accrue PTO and ESL for up to thirty-one (31) days. PTO and ESL eligibility date(s) will not be adjusted for the entire twelve (12) month period that employees are on an unpaid Occupational Leave.

Employees do not receive Holiday pay while in an unpaid status. Employees on an unpaid Occupational Leave are not eligible to receive other paid time off benefits such as Educational Leave, Jury Duty pay, etc. Pension service/credited service does not accrue while employees are in an unpaid status.

264 **Section 4 – Personal Leave**

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

266 **Benefits while on Personal Leave**

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

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

269 **ARTICLE XIX – BEREAVEMENT LEAVE**

270 When a death occurs in the immediate family of a regular benefit eligible employee, the employee shall be entitled to a paid leave of absence of up to three (3) days. For purposes of bereavement leave only, immediate family is defined as spouse, domestic partner, parent, step parent, parent-in-law, step parent-in-law, in loco parentis, child, step child, legal ward, foster child, adopted child, daughter, step daughter, daughter-in-law, step daughter-in-law, son, step son, son-in-law, step son-in-law, sister, sister-in-law, step sister, step sister-in-law, brother, step brother, brother-in-law, step brother-in-law, grandparent, step grandparent, grandchildren, step grandchildren, and a relative living in the same household. An additional two days of paid leave is available if the funeral or memorial service is over 300 miles from the employee’s residence, upon request of the employee to his/her supervisor/chief.

271 Additional time off will not be unreasonably denied. An employee may use PTO/ATO for such purpose. If an employee is on paid leave and a death occurs in the immediate family, the employee may convert the paid leave to Bereavement Leave. Bereavement

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

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

273 **Section 1 – Education Leave**

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

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

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

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

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

279 **Section 2 – Tuition Reimbursement**

280 Eligible employees will be reimbursed up to the maximum amounts allowable according to the Employer's current policy on tuition reimbursement. Tuition reimbursement may be used in conjunction with Education Leave.

281 **ARTICLE XXI – JURY DUTY**

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

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

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

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

286 Ninety (90) – Day Plan

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

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

289 “Benefits by Design” Flexible Benefits Program

290 Regular employees and their eligible dependents may enroll in the “Benefits by Design” flexible benefits program. “Benefits by Design” includes medical, dental, life insurance and long-term disability coverage options. In addition, eligible employees may participate in the Dependent Care and the Health Care Spending Accounts. Employees may change options during the annual flex open enrollment period. If no changes are made, the same options will remain in effect for the rest of the year until they make a change. To continue participation in the Dependent Care and/or the Health Care Spending Accounts, employees must make an annual election. Coverage for newly hired and newly benefit eligible employees, and their dependents under the “Benefits by Design” flexible benefits program is effective the first (1st) of the month following the completion of ninety (90) days from date of hire or the date they become benefit eligible.

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

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

293 Default Plan

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

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

296 Employer Funding

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

298 A. Ninety (90) - Day Plan

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

300 B. “Benefits By Design” Flexible Benefits Program

301 The Employer shall provide flex credits to fund the benefits covered under the KFHP Mid-Level Plan option (with Supplemental Medical) and the Basic Dental Plan option for Regular employees and their eligible dependents. The Employer shall provide flex credits to fund the 50% Long Term Disability coverage option,

and life insurance coverage at thirty-one cents (0.31) per one thousand dollars (\$1,000) of coverage, up to one (1) times the employee's annual salary.

302 Effective January 1, 2021, the dental plan annual maximum for participants will be \$1,500 and the lifetime maximum for child orthodontia shall be \$1,500.

303 C. Default Plan

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

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

306 Alternate Compensation Program (ACP), Effective January 1, 2021

307 Eligibility

308 A newly hired and newly eligible employee who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP). Participation begins on the 1st day of the pay period following enrollment.

309 Pay Differential in Lieu of Certain Benefits

310 ACP is an optional benefit program, which provides an eligible employee with a twenty percent (20%) wage rate differential in exchange for his or her participation in certain benefit plans.

311 Proof of Other Medical Coverage

312 Proof of other medical coverage is required to participate in the ACP and must be provided on an annual basis in order to continue ACP participation.

313 ACP Participation

314 An employee must remain in the ACP for the duration of the payroll calendar year. An employee may withdraw from ACP during the ACP payroll calendar year due to a loss of other medical coverage or a qualified family or employment status change. During the annual open enrollment period of each year, an employee will have the opportunity to enroll in or withdraw from the ACP.

315 Payroll Calendar Year

316 A payroll calendar year is determined by the biweekly payroll cycles within each year. This means that an ACP payroll calendar year can begin prior to January 1 and end prior to December 31, depending on the biweekly cycles.

317 Exchanged Benefits

318 An employee enrolling in ACP is not eligible for Health Plan, Dental Plan, Employer-paid Life Insurance, Disability Plans, Paid Time Off (PTO) Program, Bereavement Leave, Educational Leave, and other paid time off.

319 ESL Account Frozen

320 An employee who elects to participate in the ACP will have his/her Extended Sick Leave accounts frozen upon entering the ACP, and frozen ESL hours will not be available for use. Hours already accrued at the time of transfer to ACP will be available when employees return to the regular benefits program. No additional hours will accrue while in the ACP.

321 Cash Out of PTO

322 An employee who elects to participate in the ACP will receive a payoff for all accrued Paid Time Off (PTO) upon entering the ACP. Such payoff will be at the base wage rate that is in effect on the day prior to entering the ACP. No additional hours will accrue while in the ACP.

323 Benefits Participation of An Employee in ACP

An employee who satisfies applicable requirements and is enrolled in ACP will have the following applied based on an option to participate or, as applicable, automatically:

- Additional hours will be paid at the ACP wage rate differential;
- Commuter Spending Account;
- Dependent Care Spending Account;
- Designated Holidays worked paid at one and a half (1¹/₂) times the base wage rate; unworked Designated Holiday will not be paid;
- Employee-purchased Optional Life Insurance;
- Health Care Spending Account;
- Jury Duty paid at the ACP wage rate differential;
- Kaiser Permanente Employees Pension Plan (KPEPP), (with Final Average Monthly Compensation at the base wage rate without the 20% ACP differential);
- Shift differentials paid on all applicable hours;
- Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential);
- Tax-Deferred Retirement Savings;
- Tuition Reimbursement; and

- Unpaid Leaves of Absence, including FMLA/CFRA, Personal Leave, Medical Leave, Occupational Injury or Illness Leave, have no benefit coverage or accruals associated with the leaves.

324 Unpaid Leave for Employees in ACP

325 An employee may take two (2) weeks of unpaid leave per calendar year. Additional weeks of unpaid leave may be granted at the sole discretion of the Employer. An employee in the ACP may exercise seniority on the vacation schedule to obtain his/her two (2) weeks of unpaid leave.

326 Post Retirement Benefit for Employees in ACP

327 An employee who retires while enrolled in the ACP and otherwise meets eligibility for post-retirement benefits will be provided with post-retirement benefits in accordance with Article XXIV.

328 Benefits by Design Voluntary Programs Effective January 1, 2020

329 Effective January 1, 2020, 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 long-term care insurance, 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.

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

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

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

332 **Section 1 – Designated Holidays**

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

- 334 New Year's Day
 Labor Day
 Presidents' Day
 Thanksgiving Day

Memorial Day
Christmas Day
Independence Day

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

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

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

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

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

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

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

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

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

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

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

344 PTO Annual Bank and PTO Rollover Bank

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

346 Holidays during PTO

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

348 PTO In-Service Cash Out

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

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

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

352 Payment of Unused PTO Hours at Retirement or Termination

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

354 Financial Hardship Payment from the PTO Bank

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

356 **Section 3 – Extended Sick Leave**

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

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

359 Holidays During ESL

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

361 Unused ESL Hours at Retirement or Termination

362 Upon retirement or termination for any reason, employees will not be paid for any unused hours remaining in their ESL Bank. However, employees with a balance of five hundred (500) or more ESL hours in their pre-2010 ESL bank at the time of retirement or termination will receive Credited Service under the Kaiser Permanente Retirement Plan equal to the number of hours remaining in their pre-2010 ESL Bank. Employees who are at least age 55 and have at least 15 years of service under the pension plan

when they terminate employment are eligible to have hours remaining in their post-2009 ESL bank converted at 80% to a Health Reimbursement Account (HRA).

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

364 **Section 4 – Short Term Disability**

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

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

367 **Section 1 – Health Plan**

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

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

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

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

372 Retiree medical coverage is extended to the retiree’s spouse or eligible domestic partner and eligible dependent children. Physically or mentally disabled children

are covered regardless of age, provided such disability occurred prior to the dependent children turning age twenty-six (26). The retiree may need to provide annual certification of disability and dependency. Upon the death of the retiree, coverage continues for the surviving spouse until remarriage or death, for the eligible domestic partner until marriage, reentering a domestic partnership or death, and for surviving dependent children until they no longer meet the eligibility requirements.

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

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

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

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

377 Retiree Medical Program “Eligibility” For Active Employees

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

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

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

381 Category 1. Upon attainment of age sixty-five (65) or older, or Medicare-eligibility if earlier, a Category 1 retiree shall receive a Medical Subsidy toward enrollment in the Northern California Region Kaiser Permanente Senior Advantage Plan

("KPSAP") or as further described in the "Medical Subsidy" rules below. The Medical Subsidy for 2017 shall be equal to the greater of \$186 per month or the monthly plan premium of the highest cost individual Northern California Region Kaiser Permanente Senior Advantage Plan or its successor as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year. A Category 1 Retiree's spouse or eligible domestic partner shall receive a Medical Subsidy equal to one hundred percent (100%) of the retiree's Medical Subsidy. The 100% Medical Subsidy for a spouse or eligible domestic partner will not apply until the retiree attains age sixty-five (65). If the Category 1 retiree's spouse or domestic partner is not yet Medicare eligible when the Retiree attains age 65, the spouse or domestic partner shall be covered under the active employee plan in effect, until attainment of age sixty-five (65) or Medicare-eligibility if earlier. A Category 1 retiree's eligible dependent child and disabled dependent child shall be covered under the active employee plan in effect at the time that the eligible dependent receives services. The Retiree Medical Program for a Category 1 retiree's eligible dependents (spouse, domestic partner, and/or eligible children) will not apply until the retiree attains age 65 or Medicare eligibility. Eligible spouse/domestic partner, or eligible disabled dependent children, who are not yet Medicare eligible, must enroll in Medicare and Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain retiree medical coverage.

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

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

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

385 The Medical Subsidy for a Category 1 retiree, for his or her spouse or eligible domestic partner, and coverage for the Category 1 retiree's eligible dependent children, shall not apply until the Category 1 retiree attains age 65 or is Medicare eligible unless the retiree meets the definition of Category 3: Disabled Employees as described in Section 2.

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

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

388 A Category 1 employee will receive an Employer allocation to an unfunded Retiree Medical Health Reimbursement Account ("HRA") at the time of retirement in the amount of \$1,000 per year of service. A Category 1 employee who retires on and after January 1, 2020 will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of \$2,000 per year of service. A year of service is equal to 1,000 compensated hours or as otherwise defined under the rules existing prior to January 1, 2017. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

389 A Category 2 employee will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of \$1,000 per year of service up to a maximum of thirty-five (35) years. A Category 2 employee who retires on and after January 1, 2020 will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of \$2,000 per year of service. A year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

390 Retiree Medical HRA Rules of Application

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

- 1) A retiree may access the Retiree Medical HRA for reimbursement of IRS approved expenses (with limitations described in paragraphs 2) and 3) below) upon attainment of age sixty-five (65). A retiree who becomes Medicare-eligible prior to age sixty-five (65) may access the Retiree Medical HRA prior to age sixty-five (65).
- 2) For a retiree residing within a Kaiser Permanente Service Area, reimbursements shall be limited to the KPSAP (or other plans offered by Kaiser Foundation Health Plan) coverage costs, consisting of premiums in excess of

the Medical Subsidy and deductibles or co-payments required for covered services under KPSAP (or other plans offered by Kaiser Foundation Health Plan).

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

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

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

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

compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

395 Retiree Medical Program “Medical Subsidy” For Disabled Employees

396 A Category 3 disabled retiree shall be entitled to a Medical Subsidy equal to the greater of \$186 per month or the monthly plan premium of the highest cost individual Northern California Region Kaiser Permanente Senior Advantage Plan or its successor ("KPSAP") as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year. Unless the Category 3 disabled retiree also meets the requirements in Category 1, a Category 3 disabled retiree's spouse, eligible domestic partner and non-disabled children shall not receive a Medical Subsidy. Disabled dependent children shall be covered under the active employee plan in effect at the time services are received. If the Category 3 disabled retiree also meets the requirements in Category 1, see Category 1, above for 100% Medical Subsidy for spouse/domestic partner, and for coverage for non-disabled children.

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

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

399 A Category 3 disabled retiree will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of \$15,000 or \$1,000 per year of service based on a one-thousand (1,000) hour compensated year or as otherwise defined prior to January 1, 2017, if more favorable. A Category 3 disabled retiree who retires on and after January 1, 2020 will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of \$15,000 or \$2,000 per year of service. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

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

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

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

- 1) After attaining at least age 55 with 15 or more years of Service, or

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

403 Categories of Current Retirees as of January 1, 2017

404 Category 4. Effective January 1, 2017, a Current Retiree who attained age 75 before January 1, 2017, shall receive the retiree medical benefits in effect as of December 31, 2016 for that retiree, and any eligible dependents. The surviving spouse or domestic partner of a deceased Category 4 Current Retiree shall also continue to receive the retiree medical benefits in effect as of December 31, 2016. If the pre-2017 retiree medical benefits required the retiree to pay a share of the plan cost, the retiree (or surviving spouse/domestic partner) shall continue to pay the cost-sharing. Survivor coverage shall continue for the spouse or domestic partner until remarriage/ recommitment or death.

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

406 Retiree Medical Program For Category 5 Current Retirees

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

408 The Employer agrees to provide to the Category 5 Current Retiree, Kaiser Foundation Hospital-Surgical-Medical benefits described as Senior Advantage integrated with Medicare, provided the Category 5 Current Retiree retired under the normal or postponed provisions of the pension plan and is eligible for and participating in Parts "A", "B" and "D" of Medicare. If the Category 5 Current Retiree retired under the early or disability provisions of the pension plan, he/she shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage at the Employer's expense upon becoming eligible for and participating in Parts "A", "B" and "D" of Medicare. Covered spouses, or eligible domestic partners, of Category 5 Current Retirees must also enroll in Parts "A", "B" and "D" of Medicare when eligible, and assign Medicare benefits to Kaiser Permanente. For Category 5 Current Retirees who were hired after February 1, 1986, such coverage shall not include optical benefits. For employees hired on or before February 1, 1986, such

coverage will include vision benefits. Medicare eligible retirees and dependents, to include eligible domestic partners, will be required to enroll in the Senior Advantage Plan. The medical benefits that retirees receive from the Senior Advantage program will be equivalent to the KFHP Mid-Plan Level for active employees. Category 5 Current Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits. If a Category 5 Current Retiree moves outside the Kaiser Permanente service area, he/she will be required to pay that amount of the Out of Area or Out of Region retiree group rate which is in excess of the Senior Advantage Health Plan retiree group rate in effect on January 1 of each year for himself/herself and for any eligible spouse/domestic partner or eligible dependent child. Eligible spouse/domestic partner or eligible disabled children, who are not yet Medicare eligible, must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage. Current Retirees hired prior to February 1, 1986 are covered under the Medicare Reimbursement program, and will be reimbursed for standard Medicare Part B premiums. Employees hired on or after February 1, 1986, will not be reimbursed for Medicare.

409 **Section 2 – Life Insurance**

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

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

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

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

414 **ARTICLE XXV – RETIREMENT PLANS**

415 **Section 1 – Pension**

416 The Employer shall provide a Defined Benefit Pension Plan. The full cost of the Plan will be paid by the Employer. The pension formula shall be 1.45% of Final Average

Pay multiplied by all years of Credited Service with no Social Security offset. Employees on the payroll as of October 13, 2000 were grandfathered into the previous pension plan with the formula of 1.5% of Final Average Pay multiplied by all years of Credited Service with no Social Security Offset.

- 417 Credited Service in Kaiser Permanente Employees Pension Plan (“KPEPP”), for calendar years starting January 1, 2003 is defined as a year in which a participant has 1800 or more compensated hours. Credited Service in KPEPP for calendar years before 2003, and Credited Service in the previous pension plan is defined as a year in which a participant has 2000 or more compensated hours. Credited Service is prorated if there are fewer than 1800 or 2000 compensated hours, as applicable, in a calendar year. Final Average Pay is defined as the averaged highest sixty (60) consecutive months of compensation earned over the last one hundred twenty months (120) of employment.
- 418 Employees will be eligible to retire as a Normal retiree at age sixty-five (65) with at least one (1) year of service, as a Postponed retiree if over age sixty-five (65) with at least one (1) year of service, and as an Early retiree with a minimum age of fifty-five (55) and a minimum fifteen (15) years of service. Employees who terminate with five (5) or more years of service, prior to being eligible to retire, are vested in the Plan.
- 419 A Year of Service is defined as 1,000 or more compensated hours in a calendar year. There is no proration of service years.
- 420 The Employer shall provide a qualified Pre-retirement Survivor Annuity to active employees vested in the Kaiser Permanente Pension Plan at no cost to the employee. This benefit provides a monthly annuity to the surviving spouse or domestic partner from the Plan. This benefit is payable on the date the employee would have been eligible for Normal retirement. However, the spouse or domestic partner may elect to receive a reduced benefit payable on the date the employee would have become eligible for Early retirement.
- 421 Terms and definitions of the Retirement Plans are contained and governed by the respective Plan Documents.
- 422 Joint Committee to Review Pension Benefits
- 423 A joint committee will be established to review the pension benefits provided in Article XXV of this Agreement. The joint committee will explore alternative retirement income programs for the purposes of controlling costs and liabilities as well as ensuring reasonable and predictable income is available to eligible employees. The joint committee will provide timely annual summaries of its progress and make recommendations and, where appropriate, the parties will agree to changes for new employees.

424 **Section 2 – Tax Deferred Retirement Savings**

425 The Employer provides employees with a voluntary, tax deferred, retirement savings plan, The Kaiser Permanente 401(k) Retirement Plan. The 401(k) Retirement Plan is governed by the plan documents as amended from time to time. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.

426 An employee with one (1) or more years of service, who contributes to the 401(k) Plan will be eligible for the Employer Contribution Match program. The Employer will make contributions to match 100% of the eligible employee's contribution, up to 1.25% of the employee's salary. The Employer contributions will vest in increments of 20% per year, with participants becoming fully vested in the Employer contribution after five (5) years of service.

427 The 401(k) plan is governed by the plan documents as amended from time to time.

428 **ARTICLE XXVI – UNION REPRESENTATION**

429 **Section 1 – Union Staff Representatives**

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

431 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.

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

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

434 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.

435 **Section 2 – Union Shop Stewards**

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

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

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

439 **Section 3 – Union Bulletin Boards**

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

441 **Section 4 – Steward Training**

442 Thirty two (32) Shop Stewards will be provided six (6) days day per year to participate in stewards training sponsored by the Union. The Employer will make every effort to release employees subject to operational need. Stewards that attend stewards training on a regularly scheduled day of work shall be paid for the number of hours at the straight-time rate the employee would have received had he/she worked that day.

443 **Section 5 – Bargaining Committee**

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

445 **ARTICLE XXVII – PERFORMANCE EVALUATIONS**

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

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

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

449 Performance evaluations shall not be grievable.

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

451 **Section 1 – Job Duties**

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

453 **Section 2 – Workload Distribution**

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

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

456 **Section 3 – Provider Profiles**

457 1. This section applies only to hours spent in individual/family therapy within the Department of Mental Health/Psychiatry. It does not apply to hours spent, in whole or in part, in Addiction Medicine, Behavioral Medicine/ADAPT, Early Start, Autism Spectrum Disorder Evaluation, IOP, Chronic Pain, Gender Evaluation and Assessment, Crisis/Triage, Emergency Department, Neuropsychological time, Case Management, or to time spent in a position designated as Initial Assessment Coordinator (IAC), Eating Disorder Specialist, or other Embedded Specialties.

458 2. The Employer will construct therapist profiles with a ratio of new psychotherapy intakes to individual/family returns. Intakes provided either through Connect 2 Care or the local medical center are considered a new psychotherapy intake.

459 Therapists' profiles will reflect a ratio of 1:5 for new psychotherapy patients. If a patient is transferred for on-going care, the patient will be booked with an "A" appointment. Provider profiles will reflect a ratio of 1:5 for each "A".

460 Assigned groups, meetings, case consultation conferences, and supervision time are excluded from this ratio.

461 3. Changing to the 1:5 ratio at each individual Medical Center will be done at a time and manner as determined by the Employer. It is the Employer's intent to achieve the 1:5 ratio as soon as practicable considering regulatory requirements and ability to hire.

- 462 4. Once on-going treatment has started for an episode of care, any patient not seen by the on-going therapist for an individual psychotherapy appointment within the previous twenty-four (24) months should be booked as an "N", unless the patient is being seen as coverage for another therapist.
- 463 5. The 1:5 ratio does not apply immediately to new employees, or to employees returning from an extended leave, where patient caseloads have been substantially reduced, or employees who have been newly assigned individual psychotherapy time. Such employees can expect to have a ratio less than 1:5 until a case load is established.
- 464 6. To ensure ongoing adequate access, when a ratio of 1:5 cannot be maintained for greater than one (1) month, the Employer's intent will be to refer patients to providers outside the bargaining unit, including, at the Employer's sole discretion, non-KP providers, in order to return to a 1:5 ratio, as needed, by facility. The use of any such outside assignment of patients will not result in the elimination of bargaining unit positions.
- 465 7. If it is necessary to refer out for longer than three (3) months in a department, the Employer will adjust staffing in the department as needed in order to return to a 1:5 ratio, except in cases where the need to refer out is temporary, for example where it is due to employee leaves. While the Employer's intent is as stated above, the Union recognizes that circumstances may require modification of new to return ratios in order to maintain appropriate access for new patients per regulatory requirements.
- 466 8. When therapists are scheduled to work in clinic, providing individual and group therapy, which excludes specific duties assigned by management, such as (triage, case management, psychological testing, meetings, required trainings, case consultation conferences, allocated prep/charting time for group(s) and/or supervision) all of their remaining time is potentially available for individual/family/group therapy appointments. This will be considered Time Available for Patient Care (TAPC). Of the total TAPC 15% will be allocated for Indirect Patient Care (IPC). For example, a provider works 40 hours a week in the following manner: 3 hours of meetings, 1 hour of triage, 1 hour of Group prep time, 3 hours of groups (two 1.5 hours groups) and the remaining 32 hours reserved for individual therapy. TAPC is 35 hours since the first 5 hours are excluded. In this scenario, provider has 29.75 of time for DPC and 5.25 for IPC per week. Each individual provider will confer with management and determine how best to schedule indirect patient care time. Management will not convert or book into provider IPC time.
- 467 9. It is the Employer's expectation that all TAPC be utilized for patient care. Therefore, it will be a joint employee and management effort to achieve 100% booked direct patient care for individual/family therapy and minimize fail to keep appointments (FTKA). Management will provide support for booking

appointments. Time that becomes available due to FTKA or late cancellations may be used for indirect or direct patient care. The Employer will develop metrics to measure the use of TAPC and use of outcomes tools.

468 10. Individual therapy providers will have the option to reserve return appointments for clinically appropriate return access and/or unexpected crisis patient care ("Q"). Providers will be able to reserve one Q appointment per week for every new patient booked the prior week for on-going therapy. Upon mutual agreement additional Q appointments will be added based on need and use. Management will not book into this time without prior agreement of the provider, except for appointments unbooked 48 hours or two business days in advance. These appointments can be used for return appointments or one-time assessments that would not affect the 1:5 ratio.

469 11. All providers will have at least 30 minutes of additional time (G=) for each group for purposes of preparation and charting. This will be considered in addition to IPC time.

470 12. Correct codes for each type of direct patient care will be provided to all clinicians.

471 **Section 4 – Referral of Cases**

472 In order to meet the needs of our patients, the Employer may, at its discretion, assign patients to outside providers when appointments are not available within timeframes consistent with appropriate psychiatric care and/or as required by law.

473 **Section 5 – Outcomes Based Care**

The Employer recognizes the importance of providing high quality, outcomes informed patient care and Employees will utilize outcomes tools to guide treatment planning and graduation in an episode of care.

474 **ARTICLE XXIX – CORRECTIVE ACTION PROCEDURE**

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

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

477 Supervisors shall ask the employee if he/she wishes the presence of a Union Steward and/or Union Staff Representative in any meeting or investigation that may result in discipline. The selection of a union representative shall not unduly delay the proceeding.

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

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

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

481 **Section 1 – Corrective Action Procedure**

482 A. Level 1 – Oral Reminder

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

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

485 B. Level 2 – Individual Action Plan

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

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

488 C. Level 3 – Corrective Action Plan

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

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

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

492 D. Level 4 – Day of Decision

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

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

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

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

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

497 E. Level 5 – Termination

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

499 **Section 2 – Purging of Documentation**

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

501 **Section 3 – Maintenance of Documentation**

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

503 **Section 4 – Investigatory Suspensions**

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

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

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

507 **ARTICLE XXX – ISSUE RESOLUTION**

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

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

510 **ARTICLE XXXI – PROFESSIONAL PRACTICE COMMITTEES**

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

512 In order to develop and maintain a collaborative environment in which quality patient care and constructive dialogue are enhanced, Professional Practices Committees (PPC) will continue. The PPCs will be composed of chiefs and/or managers and employees representing classifications within the bargaining unit. Management will select a minimum of three (3) representatives and the Union will select a minimum of three (3) representatives. Any number above three (3) will be by mutual agreement of the parties.

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

514 The objectives of the PPCs will be to:

1. Maintain and enhance professional practice
2. Improve patient service/care and access
3. Identify opportunities for operational improvement
4. Identify opportunities to enhance work life balance to make Kaiser Permanente the Employer of choice

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

516 The PPCs will meet during regularly scheduled meeting times, for a total of two hours monthly, which will be Employer paid. Additional meeting scheduling and length will be determined by the work/project/initiative at hand, subject to approval by the Employer.

517 The work of the LPPC will be advanced by jointly planned and led LPPC Feedback Meeting occurring monthly. All bargaining unit and management staff will be invited to participate. Time set aside will be dependent upon subject with a minimum of 30 and a maximum of 60 minutes. LPPC feedback meetings will not be scheduled to conflict with the regularly scheduled Steward Training days.

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

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

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

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

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

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

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

525 **ARTICLE XXXII – DISPUTES**

526 Work Stoppages. The Employer and the Union realize that the Employer's facilities are different in their operations from industries because of services rendered to the

community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts or work stoppages.

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

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

529 **Section 1 – General Principles**

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

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

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

533 Mandatory Meetings. There shall be a mandatory meeting at each step of the grievance procedure unless waived by mutual agreement of the parties. Employees participating in such meetings shall not suffer any reduction in pay due to their participation.

534 Written Grievance Documents. All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.

- 535 Non Precedent-Setting Settlements. Grievance settlements or resolutions reached at Step One or Two of the grievance procedure shall not be precedent-setting for any purpose and shall not be used to interpret the language or associated practices of the agreement.
- 536 Good Faith Efforts to Resolve Issues. The goal of the parties is to achieve early and prompt resolutions of issues and disputes through informal and formal interest-based discussions between the steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in the Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.
- 537 Union Staff Representatives. Union staff representatives may participate at any level of the grievance procedure.
- 538 Necessary and/or Relevant Information. The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely, good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.
- 539 **Section 2 – Steps of the Grievance and Arbitration Procedure**
- 540 Step One. Step One of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.
- 541 The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor. Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels that further work at this step will not resolve the issue. Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant(s) and the Union Steward within ten (10) calendar days. Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.
- 542 Step Two. All issues that are not resolved at Step One may be appealed to Step Two within fifteen (15) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within ten (10) calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter. Grievances regarding discharges must be initiated at Step

Two within ten (10) calendar days after the action. In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration procedure. Participants in Step Two should include the employee(s), the Union Steward, the supervisor, and the human resources representative.

543 Step Three. All grievances that are not resolved at Step Two may be appealed to Step Three within fifteen (15) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Within ten (10) calendar days of the receipt of such appeal, a meeting shall be held including the parties' designees, Union Steward, and grievant(s). Within ten (10) calendar days after such meeting, the Employer's designee shall respond to the Union Staff Representative and other meeting participants in writing.

544 Step Four. In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or Designee within fifteen (15) calendar days after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.

545 Selection of Arbitrator. An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.

546 Authority of the Arbitrator. The arbitrator shall be prohibited from adding to, modifying, or subtracting from, the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new rate. However, grievances involving reclassification and upgrade are within the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator; the decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule. The award of the arbitrator shall be final and binding on both parties.

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

548 **ARTICLE XXXIV – SAFETY**

549 Kaiser Permanente will comply with applicable federal and California laws and regulations relating to Occupational Safety and Health. The Employer will promptly and thoroughly investigate any employee's expressed concern regarding the safety or

healthfulness of the work environment. While the Employer agrees it will comply with all applicable regulations, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to the administrative supervisor and/or chief. Clinics are expected to address safety issues unique to the physical structure/plant and to practices of work site, and maintain its compliance through regular safety training.

550 **ARTICLE XXXV – COMPLETION OF AGREEMENT**

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

552 **ARTICLE XXXVI – CONFORMITY TO LAW**

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

554 **ARTICLE XXXVII – DURATION OF AGREEMENT**

555 Except as otherwise specifically provided, this Agreement shall be effective as of October 1, 2018, and shall continue in effect through September 30, 2021 and shall be automatically renewed from year to year thereafter, unless amended, modified, changed or terminated.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 21st day of October, 2020.

The Permanente Medical Group, Inc.

Maria Koshy, MD

Maria Koshy
Chair of Chiefs of Psychiatry & Addiction
Medicine
Director of Regional Mental Health
Administration

Deborah Royalty

Deborah Royalty
Chief Administrative Officer

Albert Mossman

Albert Mossman
Executive Director
NCAL Labor Relations

Deborah Glasser

Deborah Glasser
Chief Negotiator
NCAL Labor Relations

Agnes Amistoso
Ken Shigematsu
Stacy Nelson
Tamara Marlett
Ori Kochavi
Dr. Shellee Kahane
Dr. Linda Kim
Norah Eller
Jorge Garcia

**National Union of Healthcare Workers
Integrated Behavioral Health Services**

Sal Rosselli

Sal Rosselli
President

Greg Tegenkamp

Greg Tegenkamp
Kaiser Division Director

Mary Ann Beach
Miranda Buxton
Mickey Fitzpatrick
Mercy Flores-Isaac
Jane Kostka
Shay Loftus
Alberto Matias
Christine Messinger
Clem Papazian
Ken Rogers
Simon Quartly
Matt Zijs

LETTER OF AGREEMENT – STUDENT LOAN REPAYMENT PROGRAM

Graduates of Accredited Bachelor's or Master's level programs would receive a \$10,000 lifetime repayment for qualified student loans related to education in mental health professions, with a maximum reimbursement payment of \$2,500 per year.

Graduates of Accredited Doctorate level programs would receive \$20,000 lifetime repayment for qualified student loans related to education in mental health professions, with a maximum reimbursement payment of \$5,000 per year.

Current employees with at least a .80 FTE who have an existing college school loan(s), from an accredited college/university receiving a Bachelor's, Master's or Doctorate degree in the field of mental/behavioral health, are eligible to apply for this program.

New hires who are at least a .80 FTE, after one year of service, who have an existing college school loan(s) from an accredited college/university receiving a Bachelor's, Master's or Doctorate degree in the field of mental/behavioral health may apply for repayment of an existing college school loan(s), incurred prior to their employment date.

Program enrollment would be open from date of ratification to expiration of this Agreement, and then close to new applicants. Loan repayment is considered taxable income by the IRS. This program is for loans already incurred as of June 1, 2019.

LETTER OF UNDERSTANDING

The Parties will work together to gather and analyze data related to Kaiser Permanente Integrated Behavioral Health Services NUHW represented-jobs and pay rates and develop a common understanding of this data relative to the market, and review the findings ahead of the next round of collective bargaining.

Kaiser Permanente remains committed to competitive pay that allows Kaiser to continue to be an employer of choice while improving affordability and delivering high-quality care and service.

LETTER OF UNDERSTANDING – SCHEDULE MANAGEMENT GUIDELINES

Within-in thirty (30) days from ratification of this agreement, under the auspices of the RPPC and in collaboration with NUHW, the Employer agrees to review the April 20, 2017, Schedule Management Clarifications memo. The purpose of this review is to make the necessary modifications in light of the new agreement reached regarding schedule management. This is to include discussion on when and how effectively and appropriately to treat transfers as news.

LETTER OF UNDERSTANDING – IMMEDIATE RELIEF

The Employer agrees to, in collaboration with NUHW, implement the following initiatives within thirty-days (30) from ratification of this agreement to provide immediate relief and support. The RPPC will receive weekly progress updates to ensure the intended immediate relief is provided.

- 1) Staffing with temporary agency resources and therapists focused on crisis intake
- 2) Staffing with temporary agency psychiatric RNs to provide triage services
- 3) Consistent application of Schedule Management, specifically the following three practices:

3.1 Establishment of a consistent and standardized use of 'Q' appointments across the region

3.2 Return appointments will not be converted to new ('N' or 'A') appointments unless they are un-booked within 48 business hours from the appointment time

3.3 As stated in the April 20, 2017, communication from the RPPC regarding Schedule Management Clarification:

Providers are encouraged, not mandated, to have profiles with 80% or more bookable time in order to increase their opportunity to meet the 75% productivity standard

Intent Language:

We recognize that there is inconsistent application of these practices and over the 30-day period following ratification, management will review practices at each location and provide re-training as needed. We encourage therapists and managers to consider flexibility in achieving reasonable daily profiles, 75% productivity and patient access for initial and return appointments.

- 4) We agree that earned PTO is a contractual benefit and that allowance for providers to take their available PTO should be included in the overall staffing plan

Intent Language:

When a department or clinic has staffing issues that lead to challenges in meeting access, the intent is to schedule temporary resources, or refer patients to providers outside the bargaining unit to meet access for initial new appointments and return appointments based on patient need. We agree managers will refrain from any practice that requires providers to add additional intakes to their schedules, either to allow for a co-worker to take PTO or to "make up" for the individual provider's intake(s) upon return from PTO.

The RPPC will meet as needed during the 30-day period to address concerns that may arise.

LETTER OF UNDERSTANDING – MODEL OF CARE

The Employer proposes that a group of clinicians, under the auspices of the RPPC, work collaboratively in a focused effort to redesign our model of care over the period of six (6) months following the date of ratification.

The purpose, objectives, interests, and process for recommendations are as outlined below:

Purpose

1. To improve internal capacity to provide psychotherapy
2. To develop innovative approaches to feedback informed care, case conferencing, caseloads, treatment planning in order to provide effective, evidence-based care
3. To integrate new approaches to care, including telehealth, digital therapeutics

Objectives of the Collaborative

Develop specific recommendations for improving the delivery of effective, high quality clinical care, including but not limited to the following:

1. Initial and return access for psychotherapy
2. Availability of evidence-based psychotherapy treatments
3. Identified existing and emerging best practices, including new approaches to care, and recommendations for evaluation and spread

Mutual Interests

1. Maximizing the internal treatment of patients
2. Timely access to data after all participants and parties involved have signed confidentiality agreements, and data driven decisions
3. Mutually agreed upon metrics and targets
4. Increased access to high quality care

Membership, Support Structure, Reporting Relationships, Norms & Communications

Membership and Reporting Relationships

1. Membership of the collaborative shall be comprised of members of the RPPC and other therapists and doctors as mutually agreed upon and designated by the RPPC.
2. In person preferred, remote meetings are an option.
3. Time Commitment:
 - a. Collaborative requires a 6-month commitment, with expectation that work also will occur outside formal meetings
 - b. Members will be expected to meet on average two days per month
 - c. Union members will be given paid release time to attend meetings and complete collaborative-related work
4. Within 30 days of ratification, the RPPC will convene to identify preliminary data to be considered in constructing metrics and targets.

5. Recommendations will be submitted to the Executive Steering Group of the Northern California Regional Professional Practice Committee.
6. Recommendations must be based on consensus decision making.
7. Quorum will consist of 3 managers and 3 NUHW collaborative members.
8. Contractual, health plan benefits, and fixed systemic operational issues are not within the scope of this collaborative.
9. A progress update will be provided by the collaborative to the Executive Steering Group of the Northern California Regional Professional Practice Committee by 3 months of the first meeting.
10. Deliverables in the form of written recommendations will be presented to the Executive Steering Group of the Northern California Regional Professional Practice Committee within 6 months of the first meeting.

Support Structure

1. External facilitator mutually agreed by the parties
2. Project management support (including data analytics)

Group Norms

1. Meetings will begin and end on time.
2. Members will be notified of any changes in, or additions to, meeting dates, times or locations within three (3) working days, except in cases of emergency.
3. Members will respect meeting agenda.
4. Confidentiality will be maintained when designated.
5. Electronics (cell phones) will be muted during the entire meeting.
6. Members are responsible for bringing appropriate documents to all meetings.
7. Discussions will utilize interest-based processes and consensus decision-making.
8. All discussions will be respectful.
9. Minutes will be taken at each meeting.
10. Meeting schedule will be determined by the collaborative.
11. Individual issues will be addressed between the individuals.
12. Share your opinions, ideas and feelings.
13. Appropriately express yourself with the correct individual.
14. Communicate behaviors directly and participate as part of the team.
15. Give feedback to a team member when their behaviors are negatively impacting the team.
16. Acknowledge and/or express "shut downs".
17. Do not interrupt each other.
18. Once finalized, members will respect the agenda.
19. First meeting will be in person.

Communications

1. Absent members will contact Co-Chairs for information.
2. Group will agree at close of meeting what will be communicated to whom and how.

APPENDIX A – KAISER PERMANENTE FACILITIES AND WORKSITES

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

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

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

APPENDIX B – FLEXIBLE BENEFITS PROGRAM CO-PAYMENTS¹

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

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

APPENDIX C – WAGE SCALES

EFFECTIVE APRIL 26, 2020											
Job Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
263004	Psychological Asst SH	40.6782	44.1390								
263005	Psychologist SH	57.4516	59.0601	60.7137	62.4140	64.1612	65.9581	67.8049	69.7035	71.6552	74.6864
263007	Marriage Family Therapist SH	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
263010	Psych Social Worker LCSW SH	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
263011	CDRP Counselor II SH	33.8678	34.8160	35.7909	36.7931	37.8234	38.8822	39.9713	41.0903	42.2407	44.0274
263012	CDRP Counselor I SH	30.7885	31.6505	32.5367	33.4478	34.3846	35.3470	36.3367	37.3539	38.4000	40.0246
263022	Bv Medicine Spec Psychology SH	57.4516	59.0601	60.7137	62.4140	64.1612	65.9581	67.8049	69.7035	71.6552	74.6864
263023	Bv Med Spc Lc Masters MH Pf SH	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
263024	Neuropsychologist SH	63.1968	64.9662	66.7853	68.6552	70.5777	72.5538	74.5854	76.6738	78.8206	82.1547
263036	Lic Masters Mental Hlth Prof SH	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
263037	Lic Prof Clin Counselor SH	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963004	Psychological Asst	40.6782	44.1390								
963005	Psychologist	57.4516	59.0601	60.7137	62.4140	64.1612	65.9581	67.8049	69.7035	71.6552	74.6864
963006	Assoc Marriage Family Therapist	39.5702	40.6782	41.8167							
963007	Marriage Family Therapist	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963010	Psychiatric Social Worker LCSW	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963011	CDRP Counselor II	33.8678	34.8160	35.7909	36.7931	37.8234	38.8822	39.9713	41.0903	42.2407	44.0274
963012	CDRP Counselor I	30.7885	31.6505	32.5367	33.4478	34.3846	35.3470	36.3367	37.3539	38.4000	40.0246
963015	Assoc Psychiatric Social Worker	39.5702	40.6782	41.8167							
963022	Bv Medicine Spec Psychology	57.4516	59.0601	60.7137	62.4140	64.1612	65.9581	67.8049	69.7035	71.6552	74.6864
963023	Behavioral Medicine Spec LCSW	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963024	Neuropsychologist	63.1968	64.9662	66.7853	68.6552	70.5777	72.5538	74.5854	76.6738	78.8206	82.1547
963025	LCSW MediCal Pilot	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963035	Unlicensed Case Mgr	39.5702	40.6782	41.8167	42.9879	44.1916	45.4284	46.7007	48.0088	49.3523	51.4750
963036	Lic Masters Mental Hlth Prof	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963037	Lic Prof Clin Counselor	46.7516	48.0610	49.4059	50.7903	52.2118	53.6738	55.1772	56.7223	58.3102	60.8176
963038	Assoc Masters MH Prof	39.5702	40.6782	41.8167							
963039	Assc Prof Clinical Counselor	39.5702	40.6782	41.8167							

OCTOBER 2018 ATB (EFFECTIVE MAY 10, 2020)

Job Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
263004	Psychological Asst SH	41.8985	45.4632								
263005	Psychologist SH	59.1751	60.8319	62.5351	64.2864	66.0860	67.9368	69.8390	71.7946	73.8049	76.9270
263007	Marriage Family Therapist SH	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
263010	Psych Social Worker LCSW SH	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
263011	CDRP Counselor II SH	34.8838	35.8605	36.8646	37.8969	38.9581	40.0487	41.1704	42.3230	43.5079	45.3482
263012	CDRP Counselor I SH	31.7122	32.6000	33.5128	34.4512	35.4161	36.4074	37.4268	38.4745	39.5520	41.2253
263022	Bv Medicine Spec Psychology SH	59.1751	60.8319	62.5351	64.2864	66.0860	67.9368	69.8390	71.7946	73.8049	76.9270
263023	Bv Med Spc Lc Masters MH Pf SH	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
263024	Neuropsychologist SH	65.0927	66.9152	68.7889	70.7149	72.6950	74.7304	76.8230	78.9740	81.1852	84.6193
263036	Lic Masters Mental Hlth Prof SH	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
263037	Lic Prof Clin Counselor SH	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963004	Psychological Asst	41.8985	45.4632								
963005	Psychologist	59.1751	60.8319	62.5351	64.2864	66.0860	67.9368	69.8390	71.7946	73.8049	76.9270
963006	Assoc Marriage Family Therapist	40.7573	41.8985	43.0712							
963007	Marriage Family Therapist	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963010	Psychiatric Social Worker LCSW	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963011	CDRP Counselor II	34.8838	35.8605	36.8646	37.8969	38.9581	40.0487	41.1704	42.3230	43.5079	45.3482
963012	CDRP Counselor I	31.7122	32.6000	33.5128	34.4512	35.4161	36.4074	37.4268	38.4745	39.5520	41.2253
963015	Assoc Psychiatric Social Worker	40.7573	41.8985	43.0712							
963022	Bv Medicine Spec Psychology	59.1751	60.8319	62.5351	64.2864	66.0860	67.9368	69.8390	71.7946	73.8049	76.9270
963023	Behavioral Medicine Spec LCSW	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963024	Neuropsychologist	65.0927	66.9152	68.7889	70.7149	72.6950	74.7304	76.8230	78.9740	81.1852	84.6193
963025	LCSW MediCal Pilot	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963035	Unlicensed Case Mgr	40.7573	41.8985	43.0712	44.2775	45.5173	46.7913	48.1017	49.4491	50.8329	53.0193
963036	Lic Masters Mental Hlth Prof	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963037	Lic Prof Clin Counselor	48.1541	49.5028	50.8881	52.3140	53.7782	55.2840	56.8325	58.4240	60.0595	62.6421
963038	Assoc Masters MH Prof	40.7573	41.8985	43.0712							
963039	Assc Prof Clinical Counselor	40.7573	41.8985	43.0712							

OCTOBER 2019 ATB (EFFECTIVE MAY 10, 2020)

Job Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
263004	Psychological Asst SH	43.0507	46.7134								
263005	Psychologist SH	60.8024	62.5048	64.2548	66.0543	67.9034	69.8051	71.7596	73.7690	75.8345	79.0425
263007	Marriage Family Therapist SH	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
263010	Psych Social Worker LCSW SH	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
263011	CDRP Counselor II SH	35.8431	36.8467	37.8784	38.9391	40.0294	41.1500	42.3026	43.4869	44.7044	46.5953
263012	CDRP Counselor I SH	32.5843	33.4965	34.4344	35.3986	36.3900	37.4086	38.4560	39.5325	40.6397	42.3590
263022	Bv Medicine Spec Psychology SH	60.8024	62.5048	64.2548	66.0543	67.9034	69.8051	71.7596	73.7690	75.8345	79.0425
263023	Bv Med Spc Lc Masters MH Pf SH	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
263024	Neuropsychologist SH	66.8827	68.7554	70.6806	72.6596	74.6941	76.7855	78.9356	81.1458	83.4178	86.9463
263036	Lic Masters Mental Hlth Prof SH	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
263037	Lic Prof Clin Counselor SH	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963004	Psychological Asst	43.0507	46.7134								
963005	Psychologist	60.8024	62.5048	64.2548	66.0543	67.9034	69.8051	71.7596	73.7690	75.8345	79.0425
963006	Assoc Marriage Family Therapist	41.8781	43.0507	44.2557							
963007	Marriage Family Therapist	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963010	Psychiatric Social Worker LCSW	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963011	CDRP Counselor II	35.8431	36.8467	37.8784	38.9391	40.0294	41.1500	42.3026	43.4869	44.7044	46.5953
963012	CDRP Counselor I	32.5843	33.4965	34.4344	35.3986	36.3900	37.4086	38.4560	39.5325	40.6397	42.3590
963015	Assoc Psychiatric Social Worker	41.8781	43.0507	44.2557							
963022	Bv Medicine Spec Psychology	60.8024	62.5048	64.2548	66.0543	67.9034	69.8051	71.7596	73.7690	75.8345	79.0425
963023	Behavioral Medicine Spec LCSW	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963024	Neuropsychologist	66.8827	68.7554	70.6806	72.6596	74.6941	76.7855	78.9356	81.1458	83.4178	86.9463
963025	LCSW MediCal Pilot	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963035	Unlicensed Case Mgr	41.8781	43.0507	44.2557	45.4951	46.7690	48.0781	49.4245	50.8090	52.2308	54.4773
963036	Lic Masters Mental Hlth Prof	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963037	Lic Prof Clin Counselor	49.4783	50.8641	52.2875	53.7526	55.2571	56.8043	58.3954	60.0307	61.7111	64.3648
963038	Assoc Masters MH Prof	41.8781	43.0507	44.2557							
963039	Assc Prof Clinical Counselor	41.8781	43.0507	44.2557							

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Job Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
263004	Psychological Asst SH	44.2346	47.9980								
263005	Psychologist SH	62.4745	64.2237	66.0218	67.8708	69.7707	71.7247	73.7330	75.7976	77.9199	81.2162
263007	Marriage Family Therapist SH	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
263010	Psych Social Worker LCSW SH	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
263011	CDRP Counselor II SH	36.8288	37.8600	38.9201	40.0099	41.1302	42.2816	43.4659	44.6828	45.9338	47.8767
263012	CDRP Counselor I SH	33.4804	34.4177	35.3813	36.3721	37.3907	38.4373	39.5135	40.6196	41.7573	43.5239
263022	Bv Medicine Spec Psychology SH	62.4745	64.2237	66.0218	67.8708	69.7707	71.7247	73.7330	75.7976	77.9199	81.2162
263023	Bv Med Spc Lc Masters MH Pf SH	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
263024	Neuropsychologist SH	68.7220	70.6462	72.6243	74.6577	76.7482	78.8971	81.1063	83.3773	85.7118	89.3373
263036	Lic Masters Mental Hlth Prof SH	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
263037	Lic Prof Clin Counselor SH	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963004	Psychological Asst	44.2346	47.9980								
963005	Psychologist	62.4745	64.2237	66.0218	67.8708	69.7707	71.7247	73.7330	75.7976	77.9199	81.2162
963006	Assoc Marriage Family Therapist	43.0297	44.2346	45.4727							
963007	Marriage Family Therapist	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963010	Psychiatric Social Worker LCSW	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963011	CDRP Counselor II	36.8288	37.8600	38.9201	40.0099	41.1302	42.2816	43.4659	44.6828	45.9338	47.8767
963012	CDRP Counselor I	33.4804	34.4177	35.3813	36.3721	37.3907	38.4373	39.5135	40.6196	41.7573	43.5239
963015	Assoc Psychiatric Social Worker	43.0297	44.2346	45.4727							
963022	Bv Medicine Spec Psychology	62.4745	64.2237	66.0218	67.8708	69.7707	71.7247	73.7330	75.7976	77.9199	81.2162
963023	Behavioral Medicine Spec LCSW	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963024	Neuropsychologist	68.7220	70.6462	72.6243	74.6577	76.7482	78.8971	81.1063	83.3773	85.7118	89.3373
963025	LCSW MediCal Pilot	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963035	Unlicensed Case Mgr	43.0297	44.2346	45.4727	46.7462	48.0551	49.4002	50.7837	52.2062	53.6671	55.9754
963036	Lic Masters Mental Hlth Prof	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963037	Lic Prof Clin Counselor	50.8390	52.2629	53.7254	55.2308	56.7767	58.3664	60.0013	61.6815	63.4082	66.1348
963038	Assoc Masters MH Prof	43.0297	44.2346	45.4727							
963039	Assc Prof Clinical Counselor	43.0297	44.2346	45.4727							

POST DEGREE EXPERIENCE REQUIRED FOR ASSISTANT STEP INCREASES

Psychological Assistants:

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

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

Psychiatric Social Worker Assistants:

Step 1 is used only for Psychiatric Social Worker Assistants who have fewer than 1500 hours of post-degree experience credited toward state licensure. In this step, there is no requirement for post -degree hours credited toward state licensure. Psychiatric Social Worker Assistants starting in Step 1 will be given 3 years to complete state licensure.

Step 2 is intended for Psychiatric Social Worker Assistants who have between 1500 and 2999 hours of post-degree experience credited toward state licensure.

Step 3 is intended for Psychiatric Social Worker Assistants who have 3000 hours or more of post-degree experience credited toward state licensure.

Marriage Family Therapist Assistants:

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

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

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

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

If the answer to these seven questions is **YES**, Management has a just cause for discipline:

1. **Fair Notice** – Did Management make the worker aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord discipline based on credible and substantial evidence?
5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

This page is for informational purposes only and is not part of the collective bargaining agreement.