



NATIONAL UNION OF HEALTHCARE WORKERS

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Kaiser Psych-Social Chapter

Collective Bargaining Agreement with



KAISER PERMANENTE®

KAISER FOUNDATION HOSPITALS
SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP

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 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 sure refusal.

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

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100 **ARTICLE I – RECOGNITION**

101 **Section 1 – Recognition**

102 The Employer recognizes the National Union of Healthcare Workers (hereinafter referred to as
“the Union”) as the exclusive bargaining agent for covered employees, pursuant to National Labor
Relations Board Certification #21-RC-21118, with respect to the terms and conditions of
employment set forth herein.

103 **Section 2 – Unit Clarifications, Accretions, and/or Agreements**

104 This Agreement shall also apply to any employees who are added to the bargaining unit by unit
clarification, accretion and/or agreement of the parties.

105 **Section 3 – New Classifications**

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

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

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

200 **ARTICLE II – PURPOSE**

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

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

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

302 **Section 1 – Treatment of One Another**

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

304 **Section 2 – Regardless of Profession**

305 To treat one another, regardless of position or profession, with dignity, respect, and trust, and
306 recognize and appreciate the individual contribution each makes in his/her daily work.

306 **Section 3 – Ensuring Courtesy**

307 To exhibit a personal, caring attitude toward each person with which one interacts and to do so in
ways that ensures courtesy, compassion, kindness and honesty.

308 **Section 4 – Communication and Input**

309 To treat one another in the ways one wants to be treated him/herself, including clear
communications of expectations regarding performance, support of individual opportunities for
growth, and provision of opportunities for input into decisions when they impact people directly.

310 **Section 5 – Accountability of the Union and the Employer**

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

400 **ARTICLE IV – NON-DISCRIMINATION**

401 **Section 1 – Discrimination Defined**

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

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

404 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.

500 **ARTICLE V – HEALTH & SAFETY COMPLIANCE**

501 The Employer will comply with applicable Federal and California laws and regulations relating to
Occupational Safety and Health and violence prevention. Likewise, it is the duty of each employee
to comply with all health and safety regulations of the Employer. In the event any safety or health
hazard is detected, it shall be promptly reported to the Department Administrator.

600 **ARTICLE VI – UNION MEMBERSHIP REQUIREMENT**

601 **Section 1 – Union Membership**

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

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

604 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.

700 **ARTICLE VII – DEDUCTION AND REMITTANCE OF UNION
DUES AND FEES**

701 **Section 1 – Dues Authorization**

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

703 **Section 2 – Remittance of Dues**

704 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.

705 **Section 3 – COPE Check Off**

706 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 understood by all parties
that such contribution will be on an individual and voluntary basis.

707 **Section 4 – Employer Indemnification**

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

800 **ARTICLE VIII – DISTRIBUTION OF AGREEMENT AND**
NOTICE TO UNION OF NEW EMPLOYEES

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

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

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

804 Within thirty (30) days after the execution date of this Agreement, the Employer will provide the
Union with a master list of all employees who are subject to the provisions of this Agreement,
giving the names, classifications, dates of employment, and rate of pay.

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

806 On or before the tenth (10th) of each month subsequent to the establishment of the master list, the
Employer will forward to Union the names, classifications, dates of employment and rates of pay
of new employees and the names of those employees who have resigned or who have been
terminated.

900 **ARTICLE IX – UNION STAFF REPRESENTATIVES AND SHOP**
STEWARDS

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

902 A. Access at any Operational Time

903 A duly authorized Union Staff Representative shall have access to a facility at any operational
time for the purpose of observing working conditions, monitoring compliance with this
Agreement or following up on inquiries and concerns of bargaining unit employees. As a
courtesy, the Union Staff Representative will notify the appropriate manager of the facility or
designee of his/her presence.

904 B. Additional Right of Access

905 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.

906 C. Obligations of Union Staff Representatives

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

908 D. Union Representative Badge

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

910 E. Conferring with Employees

911 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.

912 **Section 2 – Union Shop Stewards**

913 A. Notices of Names of Authorized Stewards

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

915 B. No Discrimination

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

917 C. Leaving Work Area to Conduct Union Business

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

919 D. Steward Training Days

920 Up to thirty-two (32) Stewards shall have a maximum of six (6) days per year for training and
development. Stewards who attend these meetings on a regularly scheduled day to work shall
be paid for the number of hours the employee would have received had he/she worked.

921 **Section 3 – Bulletin Board**

922 The Employer will provide adequate space at each facility for posting Union communications
where NUHW-represented employees work. In the event the Union requests a glass enclosed,
locked bulletin board in a central location in each Medical Center, such shall be provided for the
Union's use.

- 923 **Section 4 – Volunteers and Special Programs**
- 924 A. Role of Volunteers
- 925 The volunteer's role in the facilities is to provide services to patients that may not otherwise be offered.
- 926 B. Volunteer Programs Not Used to Displace Employees
- 927 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.
- 928 C. Notification to Union of Volunteer Programs
- 929 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.
- 1000 **ARTICLE X – MANAGEMENT RIGHTS**
- 1001 The Union recognizes that the Employer has the duty and right to manage its facilities and to direct the working forces. This includes, for example, the right to hire, transfer, promote, demote, layoff, discipline and discharge employees, subject to the terms of this Agreement and the grievance procedure.
- 1100 **ARTICLE XI – SUBCONTRACTING**
- 1101 It is the intent of the Employer not to subcontract bargaining unit work. However, consistent with current and past practice, the Employer may use subcontractors to meet operational needs and the use of such subcontractors will not result in the elimination of bargaining unit positions.
- 1200 **ARTICLE XII – JOB POSTINGS**
- 1201 **Section 1 – Posting of Positions**
- 1202 To expedite the administration of this Article, regular and Per Diem position vacancies shall be posted in all of the facilities with covered employees for seven (7) calendar days. Position postings shall indicate qualifications, classification, shift, department and work locations of the position.
- 1203 **Section 2 – Temporary Positions**
- 1204 Temporary positions may be posted if operationally advantageous.

1205 **Section 3 – Filling Vacancies**

1206 In order for an employee to be considered for a position vacancy, he/she must submit a transfer request in accordance with this Article.

1207 In the event two (2) or more qualified employees who possess the experience and skill defined in the posted requirements apply for a vacancy, selection shall be determined by seniority within the region and demonstrated job performance, and shall be applied as follows:

- a. Regular Employees
- b. Per Diem Employees

1208 **Section 4 – Per Diem Change in Status**

1209 For all purposes, Per Diem employees may exercise seniority only with other Per Diem employees.

1210 Full-time and Part-time employees who transfer to a Per Diem position are subject to the following Earned Time Off/Extended Sick Leave adjustments:

- Employees will be paid off in full for their ETO at their rate of pay immediately prior to their change in status.
- Upon a Per Diem's return to a regular Full-time or Part-time position, he/she shall have his/her previously accrued ESL restored.

1300 **ARTICLE XIII – TRANSFER POLICIES**

1301 **Section 1 – Transfers, Internal Applicants—Filling of Vacancies**

1302 In filling any vacancy covered by this Agreement, all qualified transfer applicants with demonstrated satisfactory job performance shall be preferred over other applicants, provided they apply within the posting period. Employees may submit a completed Transfer Request in advance that shall remain active for a period of six (6) months from the date of receipt.

1303 **Section 2 – Evaluation Period, Transfer without Change in Classification**

1304 A. Ninety (90) Day Evaluation Period.

1305 An employee who transfers into a Bargaining Unit vacancy that does not result in a change in classification shall serve an evaluation period of up to ninety (90) days. Written evaluations shall be provided to the transferring employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the employee, and the Union. Transferring employees shall be provided appropriate mentoring and guidance. Any employee who, in the Employer's reasonable judgment, does not meet performance expectations will be returned to her/his former classification, work assignment and work location.

1306 B. Right of Return to Former Work assignment and Work Location.

1307 The transferring employee, without change in classification, shall have the option to return to her/his former work assignment and work location within thirty (30) days. The thirty (30) day period shall be extended, if necessary, to provide the employee five (5) business days after receipt of the initial written evaluation to exercise the option to return to the former work assignment and work location.

1308 **Section 3 – Evaluation Period, Transfer with Change in Classification**

1309 A. Ninety (90) Day evaluation Period.

1310 An employee who transfers into a Bargaining Unit vacancy that results in a change in classification shall serve an evaluation period of up to ninety (90) days. Written evaluations shall be provided to the transferring employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the employee, and the Union. Transferring employees shall be provided mentoring and guidance. Any employee who, in the Employer's reasonable judgment, does not meet performance expectations will be returned to her/his former classification, work assignment and work location.

1311 B. Right of Return to Former Classification, Work Assignment and Work Location.

1312 The transferring employee, with change in classification, shall have the option to return to his/her former classification, work assignment and work location within thirty (30) days. The thirty (30) day period shall be extended, if necessary, to provide the employee five (5) business days after receipt of the initial written evaluation to exercise the option to return to the former classification, work assignment and work location.

1313 **Section 4 – Transfer Policies, Change of Status**

1314 In order for an employee to change her/his job status (i.e., Full-time, Part-time, Per Diem), she/he must submit a transfer request and be selected for a posted position vacancy in accordance with the provisions of this Article XIII – Transfer Policies and Article XII – Job Postings.

1315 **Section 5 – Involuntary Transfers**

1316 In the event it becomes necessary for the Employer to direct the transfer of an employee from one location to another location, within an Area, the employee having the least seniority, holding that status who possesses the required qualifications of the vacancy to be filled, shall be transferred, provided the more senior employees qualified to perform the work decline the assignment and provided that the employee has completed his/her probationary period.

1317 **Section 6 – Release of Successful Bidders**

1318 The Employer will in good faith and subject to efficient operations use reasonable efforts to release successful bidders to their new jobs within sixty (60) calendar days.

1400 **ARTICLE XIV – SENIORITY POLICIES**

1401 **Section 1 – Definition of Seniority**

1402 Seniority shall be defined as the most recent date of hire of an employee in the bargaining unit.

1403 In the event two (2) or more employees have identical seniority, the employee with the lowest employee number will be considered the most senior.

1404 **Section 2 – Seniority, Office Space**

1405 In the event two (2) or more employees within a work location bid for more preferable vacant office space, the employee having the most seniority shall be granted the vacant office space subject to efficiency of operations.

1500 **ARTICLE XV – COMPENSATION**

1501 **Section 1 – Salaries, One-Time Bonus and Step Increases**

1502 A. Wage increases included in Appendix “A:”

- Effective May 4, 2020 there will be an across-the-board increase of three percent (3%).
- Effective May 4, 2020 there will be an across-the-board increase of two percent (2%).
- Effective October 5, 2020 there will be an across-the-board increase of two percent (2%).

1503 B. Lump Sum Bonus

1504 All full-time and part-time active employees, employed at the time of ratification, will receive a 1.5% lump sum bonus.

1505 All full-time and part-time active employees, employed on October 5, 2020, will receive a 1.5% lump sum bonus.

1506 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.

1507 **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.

1508 **Period of Pay:** Covers 26 pay periods, or 1 year of earnings ending with the pay period to include October 6, 2019 and October 5, 2020 as applicable.

1509 **Payment:** Subject to applicable state/federal withholdings

- 1510 C. Ratification Bonus
- 1511 Full-time and Part-time active employees employed on the date of ratification will receive a 1% ratification bonus (less applicable state/federal withholdings) no later than 60 days following the subsequent pay period after the ratification date or as soon as administratively possible.
- 1512 D. Tenure Step Progression
- 1513 Full-time and Part-time employees shall progress within the Wage Structure (Appendix “A”) on the anniversary of the most recent hire date into the bargaining unit. Employees hired beyond the Start Rate will progress from the most recent date of hire into the bargaining unit based upon their tenure (i.e., an employee hired at the Three [3] Year Step will advance to the Four [4] Year Step after one [1] year of employment). Step progression for Per Diem employees on the Per Diem Wage Structure (Appendix “A”) will be based on tenure (one [1] year of service equates to 2,000 hours).
- 1514 **Section 2 - Psychiatric Registered Nurse**
- 1515 With the goal of providing full scope nursing services within the ambulatory psychiatric and addiction medicine settings, and encouraging highest quality of psychiatric nursing practice:
- RNs will practice at full scope under California Board of Nursing practice requirements.
 - NUHW RN Job Description shall be modified to require BLS certification for new hires or transfers for all RN positions.
 - All currently employed RNs will be required to obtain BLS certification within 6 months of contract ratification.
 - After initial BLS certification, RNs must continuously maintain BLS certification as part of their nursing role.
- 1516 Effective, on date of ratification, Psychiatric Nurse RNs (job code 66529) will be placed into the next highest payrate from current rate of pay, based on the pay structure below. The wage rates below are informed by the UNAC/UHCP Level II RN wage structure.
- Three percent (3.0%) ATB effective October 7, 2018. The increase will be paid retroactive to that date.
 - Two percent (2.0%) ATB effective October 7, 2019. The increase will be paid retroactive to that date.
 - Effective the first pay period after ratification, Psychiatric RNs will be placed onto the wage structure below. Psychiatric RN's will be placed onto the step which is the next highest wage rate compared to their wage rate in effect after the 2018 and 2019 ATBs are applied.
 - Effective the first pay period after October 5, 2020, Psychiatric RNs will receive a wage adjustment based on the wage structure shown below.
 - Once placed on the new wage structure below Psychiatric Nurse RNs must work requisite hours in each step prior to advancing to the next corresponding step/rate.

1517 **Psychiatric RN Wage Rates**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	10 YEAR	15 YEAR
2019 Ratification Date	49.070	52.996	55.646	58.428	60.766	63.195	65.407	67.533	69.728	71.541
10/5/2020	50.542	54.586	57.315	60.181	62.589	65.091	67.369	69.559	71.820	73.687

EXAMPLE: Psychiatric RN Wage Rate Increase (RN @ Step 8, 7YR)

1518 Step 8, 7 year 61.196 (current wage scale)

2018 3% ATB 63.032

2019 2% ATB 64.293

1519 Find closest step to New Wage Structure

2019 Step 7, 6 year 65.407 (new wage scale)

1520 RN works requisite hours between effective date of new contract and October 2020 ATB date to move up to next step:

2020 Step 8, 7 year 69.559

1521 RN does not work requisite hours to move to next step:

2020 Step 7, 6 year 67.369

1522 **Section 3 – Advanced Hire Criteria and Schedule**

1523 New employees in any classification with previous experience may be hired beyond the minimum salary as outlined below. In order to be hired at the 4th or 5th year rates (Steps 5 or 6), an employee must be hired into a classification requiring an LMFT or LCSW. At least half of his/her experience must be licensed experience as an LCSW or LMFT and the approval of Labor Relations is required.

Experience	Hire Rate
0 to 24 Months	Start/Step 1
25 to 42 Months	1 Year/Step 2
43 to 60 months	2 Years/Step 3
61 to 90 months	3 Years/Step 4
91 to 121 months	4 Years/Step 5
121 months+	5 Years/Step 6

1524 **Section 4 – Pay Rate Upon Transfer**

1525 Employees who qualify for and are accepted into a different classification shall be placed on the same step in the new classification. The next tenure step progression will be based on the date of transfer or date of classification change.

1526 **Section 5 – Licensure Promotion**

1527 Employees (excluding RN & Psychologist classifications) who become licensed at the Masters level will receive an automatic promotion to a licensed classification, effective upon completion of credentialing.

1528 Employees who become licensed shall be placed on the same step in the new classification. The next tenure step progression will be based on the date of promotion.

1529 **Section 6 – Standby Pay**

1530 An employee will be considered on standby whenever that employee is expected to be available, if necessary, to go to work during specified hours. This expectation may arise in different circumstances including:

- The employee is to be available for work because of another employee's absence;
- The employee is to be available for work because of an increase in patients; or,
- The employee is to be available to handle a patient emergency.

1531 The Employer may require an employee on standby status to carry a beeper or to be reachable at a specified phone number in order that the employee may be contacted when it is necessary for the employee to return to work. A differential of twelve dollars (\$12.00) per hour, in lieu of hourly wages, shall be paid for all hours an employee is required to be on standby.

1532 Each hour paid during the standby shift will be paid as either standby pay or regular pay, but not both.

1533 For Areas other than San Diego, Per Diem employees on assigned standby status will be paid at their base rate minus the twenty percent (20%) compensation differential.

1534 **Section 7 – Beeper Pay**

1535 For Areas other than San Diego, an employee required to carry a beeper, who is not on standby status, is expected to be available to respond to inquiries over the telephone, but is not expected to physically return to work. A differential of twenty-five dollars (\$25.00) per shift in lieu of hourly wages shall be paid whenever an employee is required to carry a beeper under this Article.

1536 **Section 8 – Effective Date of Tenure Step and Across-the-Board Increases**

1537 Tenure step increases and across-the-board increases shall become effective at the beginning of the first (1st) full payroll period nearest the employee's date of eligibility for such increase.

1538 **Section 9 – Termination Pay**

1539 When an employee is voluntarily or involuntarily separated from employment, the employee will be paid all monies owed pursuant to this Agreement and State or Federal laws.

1540 **Section 10 – Payday and Pay Checks**

1541 Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.

1542 Employees upon written request may direct automatic deposit of their paychecks to a bank or saving institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing automatic deposit shall receive a check stub or equivalent information each pay period indicating all payments made.

1543 Paycheck shortages shall be paid no later than the next business day upon request of the employee; otherwise, paycheck shortages shall be paid on the next pay period or per applicable law.

1544 **Section 11 – Employer Incentive Plans**

1545 Full-time, Part-time, and Per Diem employees will participate in the Employer's Incentive Plans (Appendix "B") that provide for a maximum award of up to \$5,000 in the first (1st) quarter of each of the years 2021 and 2022 per Full Time participant, when all targets set forth in the plans are achieved.

1546 Performance Goals: Psychiatry, Addiction Medicine and Medical Social Work.

1547 The Parties agree to the performance goals for Psychiatry, Addiction Medicine and Medical Social Work. (see Appendix B)

1548 For Home Health, the Parties will work collaboratively during the first year of the contract term to create incentive measurements to be implemented for the remainder of the contract term. In the first year of the contract, Home Health participants will receive incentive awards based upon the regional average incentive results of the Psychiatry, Addiction Medicine and Medical Social Work Incentive Plans.

1549 For Medical Social Work, the Parties will include the three agreed upon goals. Upon ratification, a Labor and Management workgroup, consisting of three (3) Labor and (3) Management representatives, will be formed with assistance of third party facilitation, to monitor incentive data and progress for the first year with the objective to develop, if appropriate or necessary, an alternative to the "touches" metric and goal. This work will be completed within six (6) months of ratification and then incorporated into the performance goals upon agreement between the Employer and Union to begin in year two (2) of this Agreement.

1550 **Section 12 – New Job Classifications - Developmental Psychologist and Neuropsychologist**

1551 Two new classifications, Developmental Psychologist and Neuropsychologist, will be added to Appendix A of the CBA.

1552 Developmental Psychologist and Neuropsychologist classifications will be 5% above current Psychologist wage scale.

1553 An additional 5% differential will be paid to Neuropsychologists who obtain and provide proof of valid Neuropsychology board certification.

1554 Job descriptions will be created within six (6) months from date of ratification.

1600 **ARTICLE XVI – DIFFERENTIALS & REIMBURSEMENTS**

1601 **Section 1 – Per Diem Differential**

1602 Per Diem employees will receive a twenty percent (20%) differential above the current Wage Structure (Appendix “A”).

1603 **Section 2 – Bilingual Differential**

1604 Employees who have a demonstrated ability in a second language and are routinely required by the Employer to deliver direct patient care in a second language shall receive a bilingual differential in the amount of one dollar (\$1.00) per hour for all hours worked. In order to be eligible for bilingual pay, employees must use their bilingual skill ten (10%) percent or more of their work time in providing clinical therapy. The bilingual differential will be paid on hours worked only.

1605 **Section 3 – Shift Differential**

1606 A. Shift Differential for Time Worked Only.

1607 A shift differential will be paid for time worked only.

1608 Evening Shift Eligible Hours. An employee will receive an evening shift differential for all hours worked between 6:00 p.m. and 12:00 a.m.

1609 Night Shift Eligible Hours. An employee will receive a night shift differential for all hours worked between 12 a.m. and 6:00 a.m.

1610 B. Eligibility for Shift Differential for Entire Evening or Night Shift.

1611 To be eligible for evening and/or night shift differential for the entire shift, an employee’s starting time must fall between the following hours:

1612 Evening Shift: Shifts beginning at 2:00p.m., up to and including 6:00 p.m.

1613 Night Shift: Shifts beginning at 10:00p.m., up to and including 2:00 a.m.

1614 If the employee’s evening shift goes beyond 12 a.m., the employee will be paid the night shift differential for all hours after 12 a.m.

1615 Evening Shift Differential. An evening shift differential will be paid at two dollars and seventy-
five cents (\$2.75) per hour.

1616 Night Shift Differential. A night shift differential will be paid at four dollars and fifty cents (\$4.50)
per hour.

1617 **Section 4 – Weekend Differential**

1618 A Weekend differential of two dollars and forty-three cents (\$2.43) per hour will be paid for hours
worked between 6:00 a.m. Saturday through 6:00 p.m. Sunday, except that the Weekend
differential will not be paid for hours where evening or night shift differential is paid.

1619 **Section 5 – Mileage**

1620 Employees required to use their personal automobile for Employer business will be reimbursed
according to the Employer's current policy on mileage reimbursement.

1700 **ARTICLE XVII – STATUS DEFINITIONS**

1701 **Section 1 – Regular Full-Time Employees**

1702 A regular Full-time employee is one who normally is scheduled to work forty (40) hours within a
workweek.

1703 **Section 2 – Regular Part-Time Employees**

1704 A regular Part-time employee is one who works less than the regularly scheduled workweek for
his/her department on a predetermined basis.

1705 **Section 3 – Additional Hours**

1706 Additional intermittent work hours shall be offered first to qualified Full-time and Part-time
employees by seniority and then to Per Diem employees by seniority. 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.

1707 **Section 4 – Benefits**

1708 Benefit levels will be based on scheduled hours for which the employee was hired and will not
fluctuate in level if the employee works additional or fewer hours, except as described below.

1709 **Section 5 – Changes in Part-Time Hours Designation**

1710 A. Part-time Employees Working More Hours.

1711 In the event a Part-time employee consistently works increased hours over a period of thirteen
(13) consecutive pay periods, the employee's hourly workweek designation will be changed to

reflect the average of the actual hours worked. However, if the increase in hours is due to non-recurring circumstances (such as, but not limited to, Part-time employees filling in for other employees on Earned Time Off, Medical Leaves of Absence, and/or concurrent employee absences of various duration), the status of such employees shall not be changed.

1712 B. Part-time Employees Working Fewer Hours

1713 Employees, who work fewer hours than their current workweek designation for a period of thirteen (13) consecutive pay periods, may have their workweek designation changed to reflect a reduced hourly workweek designation. An approved “temporary reduction to part-time status” as described in Article XX Section 2 shall not be applied toward a reduction in the hourly workweek designation.

1714 **Section 6 – Per Diem Employees**

1715 A Per Diem employee is one who works as a replacement for a Full-time or Part-time employee or on an intermittent basis.

1716 Per Diem employees are considered nonexempt and are paid on an hourly basis. They will be paid one and one-half times (1½) their regular rate for hours worked in excess of forty (40) in a workweek. They will not be entitled to any other overtime premium. The workweek is from Sunday 12:01 a.m. to Sunday 12:00 a.m.

1717 **Section 7 – Temporary Employees**

1718 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 that goes beyond three (3) months, the Employer may 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 at the base wage rate for the classification into which they were hired.

1719 Temporary employees are not eligible for seniority accrual, paid time off or any insured benefits.

1800 **ARTICLE XVIII – NEW EMPLOYEES**

1801 **Section 1 – Probationary Period, New Employee**

1802 A. Employees Regularly Scheduled Twenty (20) Hours or More Per Week

1803 The probationary period for employees regularly scheduled for twenty (20) hours or more per week shall be one hundred eighty (180) calendar days.

1804 B. Employees Regularly Scheduled Fewer than Twenty (20) Hours Per Week

1805 The probationary period for employees who work fewer than twenty (20) hours per week shall
be six hundred (600) hours or one hundred eighty (180) calendar days, whichever occurs later,
but not to exceed one (1) year.

1806 C. Only One (1) Probationary Period

1807 In no case shall an employee be required to serve more than one (1) probationary period.

1808 D. Extensions of the Probationary Period

1809 1. Mutual Agreement

1810 The probationary period may be extended only by mutual agreement between the
Employer, the employee and the Union.

1811 2. During Leave

1812 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.

1813 E. Evaluation during Probationary Period

1814 Probationary employees shall be provided with appropriate training and orientation tools and
a written performance evaluation shall be issued upon completion of ninety (90) calendar days.

1815 F. Discharge during Probationary Period

1816 During the probationary period, employees may be discharged without recourse to the
grievance procedure.

1817 **Section 2 – New Employee Orientation / New Hire**

1818 The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet
with new bargaining unit members for thirty (30) minutes during the New Employee Orientation
period. The Employer will provide the Union Representative with New Employee Orientation
schedules and updates as they occur. Such time will be scheduled within the New Employee
Orientation agenda. It is further understood that, should the Union designate a Union Steward to
meet with new employees, the Steward's time will be paid and the Steward will be released from
work for the time needed to meet with employees.

1900 **ARTICLE XIX – PROFESSIONAL HOURS AND INDIVIDUAL**
SCHEDULE CHANGES

1901 **Section 1 – Professional Hours**

1902 A. Recognition of Professional Nature of Work

1903 The Employer and the Union recognize the professional nature of the work performed by the employees covered by this Agreement. While each Full-time employee will be scheduled to work forty (40) hours per week, the actual daily and weekly work schedule may vary, due to time requirements of specific assignments and seasonal variations in workload. The Employer will exercise its efforts, in good faith, subject to the requirements of efficient operations, to schedule employees for a normal workweek of forty (40) hours followed by two (2) consecutive days of rest.

1904 B. Employee Responsibility

1905 While employees may benefit from the flexibility of professional hours, they also bear a responsibility both to their clinical caseload and to their department/clinic, and they are expected to work the number of hours regularly scheduled in a week.

1906 C. Work beyond Scheduled Hours to Complete Professional Tasks

1907 Where conditions require that employees work beyond their scheduled hours to complete professional tasks related to their caseloads, they will not receive additional compensation. Similarly, it is understood that partial day absences will not result in reduced compensation, except in the case of an FMLA leave.

1908 **Section 2 – Work Schedule Notification at Time of Hire**

1909 An employee shall be informed at his/her time of hire as to his/her work schedule. It is understood that such schedule is subject to change in the interest of efficient operations.

1910 In addition, employees may submit written requests for non-standard schedules. Mutual agreement is required for implementation.

1911 **Section 3 – Schedule Changes**

1912 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.

1913 If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal department operating schedule, the employee shall be advised as far in advance as possible. The Employer shall notify the Union and, upon such request, 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 rests with the Employer.

1914 **Section 4 – Notice of Intended Absence**

1915 Employees who are required to be absent from work for any reason will provide their immediate supervisor or designated representative with reasonable written notice of such intended absence.

2000 **ARTICLE XX – REQUESTS FOR TEMPORARY
REDUCTIONS/ALTERNATIVE SCHEDULE/JOB SHARING**

2001 **Section 1 – Temporary Reduction to Part-time Status for Emergent Personal Reasons**

2002 Employee requests for Part-time status for a temporary period of time not to exceed three (3) calendar months may be considered for emergent personal reasons (e.g., parenting, family illness).

2003 Under unusual circumstances, an employee may request a one (1) time three (3) month extension.

2004 Requests for temporary Part-time status for emergent personal reasons should be submitted to the Department Administrator and are subject to approval by the Employer. The reduction of hours may not unduly disrupt the operations of the department.

2005 **Section 2 – Temporary Reduction in Hours**

2006 If an employee, for any reason, wants to reduce hours for a temporary period of time not to exceed six (6) months, she/he may request a change provided the following conditions are met:

- Services must be covered (e.g., groups, adult, individual).
- The employee finds a qualified Full-time/Part-time co-worker(s) to fill the hours needed.
- The co-worker(s) must be from the same department/ location unless approved by Management. No mileage or travel time will be granted.
- The co-worker(s) must have comparable skills and the Employer may require they be from the same classification.
- No employee may be scheduled for fewer than twenty (20) hours per week.
- No one (1) employee can be scheduled for more than forty-four (44) hours. A maximum of forty-eight (48) hours may be approved by the Employer under special circumstances.
- Straight time pay will apply for all hours over forty (40) per week.
- Productivity remains acceptable.
- Both employees will have their status and benefits changed to reflect the change in scheduled hours.
- If the employee working extra hours chooses to discontinue, the other employee must return to Full-time status unless another substitute employee is found to work such hours.
- This temporary six (6) month period may be renewable in six (6) month blocks with supervisory approval.

2007 Requests for a temporary reduction in hours should be submitted to the Department Administrator and are subject to approval by the Employer. All requests must be congruent with business needs, i.e., quality of care, quality of service, and value.

2008 **Section 3 – Alternative Schedule or Job Sharing**

2009 If an employee identifies a personal need (e.g., school) that would require a change in his/her schedule, flexible schedules will be pursued provided business needs are met (e.g., evening hours required). This is not intended to result in a change of status or number of hours scheduled.

2010 The Employer supports a job share program. Coverage for the job share pair is provided by each job share pair of individuals for scheduled time off. If one (1) employee terminates, the other will return to Full-time. If either wants to discontinue the job share, both must bid into other vacant positions.

2011 Requests for an alternative schedule or job sharing should be submitted to the Department Administrator and are subject to approval by the Employer. All requests must be congruent with business needs, i.e., quality of care, quality of service, and value. Job share participants will be required to sign a Job Share Agreement that sets forth the terms and conditions for job sharing, including benefits coverage. Either the Employer or Job Share participants may elect to terminate the Job Share Agreement by providing a minimum of thirty (30) days written notice.

2100 **ARTICLE XXI – CHANGES IN HOURS OF OPERATION /
EXPANDED CLINIC SCHEDULES**

2101 Procedure Intended as a Model

2102 The following procedure is intended as a model of the Employer's general commitment to empowering employees and encouraging staff to work together in order to meet the needs of the department and the membership it services.

2103 Meeting Regarding Change in Hours

2104 When the Employer identifies a need to change hours of operation or expand clinic schedules, the Department Managers will meet with Union Representatives and the Human Resources Leader (or designee) to discuss the reasons for the changes.

2105 Implementation Procedure

2106 To implement these changes, the procedures listed below will be followed:

- The Employer will meet with Union/Staff to define operational requirements for a schedule (what services, meetings, operational needs must be met).
- Union/Staff are encouraged to bring any questions or issues needing clarification to the Employer during the period schedules are being developed by the staff.
- The Employer and the Union may consider other alternatives, such as exempting employees hired before a certain date from requirements to change schedules, offering additional

“deviated schedules” as incentives for volunteers, equitable rotation of weekend hours, etc.

- The Union/Staff will solicit staff preferences and formulate a tentative schedule. The Employer will review the proposed schedule to determine if its requirements were met.
- If the Union/Staff informs the Employer that it cannot reach agreement on a new schedule, then Union and Employer will explore the possibility of staffing unfilled hours with volunteers, and/or hiring of additional staff, and/or increasing hours of existing Part-time staff (budget permitting).
- If volunteers are insufficient to cover clinic needs and there is insufficient budget to hire new staff or increase Part-time hours, then the Employer will establish a master schedule in consultation with the Union. Employees will select schedules by seniority.

2200 **ARTICLE XXII – REHIRE POLICY**

2201 **Section 1 – Rehire Policy**

2202 **Rehire Within Two (2) Years of Termination.**

2203 Pursuant to the Employer’s policy, Full-time or Part-time employees with six (6) months of service who are eligible for rehire and are rehired within two (2) years of their termination date, will retain previous service for benefit and Earned Time Off Program accruals and wage placement, despite the break-in-service. Pension and tax deferred retirement savings plans will be bridged in accordance with the retirement plan documents.

2204 Unused Extended Sick Leave hours accrued at the time of termination will be restored to the employee unless the unused ESL was converted to pension Credited Service.

2205 For all other purposes, the employee will be considered as a new hire.

2206 Rehires will be administered in accordance with the Employer’s guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

2207 **Section 2 – Leave Accrual Date**

2208 The Leave Accrual Date tracks an employee’s length of service to determine the appropriate accrual level for the Earned Time Off Program. The Leave Accrual Date is adjusted for breaks-in-service in accordance with the Rehire policy and guidelines. The Leave Accrual Date is also adjusted for leaves of absence that exceed sixty (60) days, excluding Occupational Leaves. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the Leave Accrual date.

2300 **ARTICLE XXIII – ACCESS TO PERSONNEL RECORD INFORMATION**

2301 **Section 1 – Inspection of Personnel File**

2302 An employee shall be entitled at a mutually convenient time to inspect documents, reports and other written materials in her/his official personnel file (both in Human Resources and in the

Department) relating to the employment and performance of the employee. When inspecting the material the employee may, at the employee's request, be accompanied by a Union representative. Upon request, an employee may receive copies of materials normally provided to the employee (e.g., notices of disciplinary action, performance evaluations).

2303 **Section 2 – Procedures Regarding Material in Personnel File**

2304 A copy of any material relating to the performance and/or discipline of an employee shall be provided to the employee prior to being placed in his or her official personnel file. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that the employee's signature merely signifies that the employee has read the material and does not necessarily indicate agreement with its contents. An employee shall have the right to answer any material filed, and this answer shall be attached to the file copy. An employee may grieve the placement of disciplinary material in his/her file.

2305 **Section 3 – Removal of Material from Personnel File**

2306 A. Upon Mutual Agreement

2307 Material will be removed or otherwise deleted from an employee's file if the Employer and the employee agree that such material is incorrect or if such material is determined incorrect as a result of the grievance procedure.

2308 B. Removal After one (1) Year

2309 Any materials relating to discipline, for which there has been no recurrence for one (1) year, shall not be used as a basis for progressive discipline in any future matters as set forth in Article XXVII Corrective Action.

2400 **ARTICLE XXIV – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

2401 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.

2500 **ARTICLE XXV – PERFORMANCE EVALUATIONS**

2501 **Section 1 – Performance Evaluations**

2502 A. Nature and Purpose of Evaluations

2503 Performance evaluations shall be based on objective and observable behaviors or activities as outlined in job descriptions. Performance evaluations are to be used as a teaching tool, and provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

2504 B. Evaluations not Discipline

2505 Performance evaluations are not intended to be used as a means of discipline; therefore, the
contents of such evaluations will not serve as a basis to deny transfer rights or promotions.
Employees shall be provided performance evaluations annually and given a written copy of
the performance evaluation document. Employees shall sign and date such material only as
proof of receipt.

2506 C. Employee Comments

2507 An employee shall be given an opportunity to read and attach written comments to
performance evaluations prior to their placement in the employee's personnel file.

2508 D. Not Grievable

2509 Performance evaluations shall not be grievable.

2600 **ARTICLE XXVI – GRIEVANCE AND ARBITRATION**
PROCEDURE AND DISPUTES – WORK STOPPAGE

2601 **Section 1 – General Principles**

2602 A. Basic Means of Settling Grievances

2603 The following procedure shall be applied and relied upon by both parties as the basic means
of seeking adjustment of and settling grievances. Grievance, as referred to in this Article,
includes every dispute concerning interpretation and application of this Agreement and/or any
dispute concerning wages, hours, or working conditions. All such disputes shall be subject to
the grievance procedure.

2604 B. Time Limits

2605 1. 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 the discharge. Any grievance not
timely filed is deemed waived by the aggrieved party.

2606 2. 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.

2607 C. Mandatory Meetings at Each Step of the Grievance Procedure

2608 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.

2609 D. Written Grievance Documents

2610 All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.

2611 E. Non Precedent-Setting Settlements

2612 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.

2613 F. Good Faith Efforts to Resolve Issues

2614 The goal of the parties is to achieve early and prompt resolution of issues and disputes through informal and formal interest-based discussions between the Steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in this Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.

2615 G. Union Staff Representatives

2616 Union staff representatives may participate at any level of the grievance procedure.

2617 H. Necessary and/or Relevant Information

2618 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.

2619 **Section 2 – Steps of the Grievance and Arbitration Procedure**

2620 A. Step One

2621 1. 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.

2622 2. 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 Steward within ten (10) calendar days. Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.

2623 B. Step Two

2624 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 discharge 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.

2625 C. Step Three

2626 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.

2627 D. Step Four – Arbitration

2628 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.

2629 1. Selection of Arbitrator

2630 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.

2631 2. Authority of Arbitrator

2632 The arbitrator shall be prohibited from adding to, modifying or subtracting from, the terms
of this Agreement or any supplemental written agreement of the parties. Further, it shall
not be within the jurisdiction of the arbitrator to change any existing wage rate or establish
a new wage rate. However, grievances involving reclassification and upgrade are within
the scope of the grievance procedure and are within the jurisdiction and powers of the
arbitrator; the decision of the arbitrator, however, is limited to changes in the classification
of a position within the existing wage schedule. The award of the arbitrator shall be final
and binding on both parties.

2633 3. Cost of Arbitration

2634 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.

2635 **Section 3 – Disputes – Work Stoppage**

2636 A. No Lockout or Suspension of Work

2637 The Employer and the Union realize that the Employer's facilities are different in their
operations from other industries because of services rendered to the community and for
humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer,
nor suspension of work on the part of the employees, it being one of the purposes of this
Agreement to guarantee that there will be no strikes, lockouts or work stoppages.

2638 B. Process for Resolving Disputes

2639 All disputes in other matters of controversy coming within the scope of this Agreement will be
settled by the procedures herein provided.

2700 **ARTICLE XXVII – CORRECTIVE ACTION PROCEDURE**

2701 **Section 1 – Basic Means of Progressive Discipline**

2702 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.

2703 **Section 2 – Just Cause**

2704 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.

2705 **Section 3 – Union Representation**

2706 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.

2707 **Section 4 – Progressive Discipline in Accordance with Practices and Policy**

2708 It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.

2709 **Section 5 – Relevant Documents Provided**

2710 In the event the Employer disciplines or discharges an employee, the Employer will, at the written request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

2711 **Section 6 – Employee's Written Response to Discipline**

2712 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.

2713 **Section 7 - Corrective Action Procedure**

2714 A. Level 1 - Oral Reminder

2715 The manager/supervisor will meet privately with the employee and a representative of the Union (unless such representation is refused), to clarify the performance and/or behavioral issue(s). The manager/supervisor's primary role at Level One is to gain the employee's understanding and agreement to solve the problem.

2716 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.

2717 B. Level 2 - Individual Action Plan

2718 This is the second level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue.

2719 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.

2720 C. Level 3 - Corrective Action Plan

2721 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.

2722 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.

2723 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.

2724 D. Level 4 - Day of Decision

2725 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.

2726 At the conclusion of the follow-up meeting at Level 3, and after having determined that prior efforts have failed to produce the desired changes, a meeting will be scheduled between the supervisor/manager (and may include the next higher level manager/chief), the employee, and the Union Steward (and may include the next higher union representative), unless such representation is refused, to discuss the continuing problem. The purpose of this meeting is to review the continuing performance and/or behavioral issues and the lack of improvement.

2727 If management decides to invoke the Day of Decision, management will explain the severity of the situation to the employee and will place the employee on a paid Day of Decision. (The Day of Decision is paid to demonstrate the Employer's commitment to retain the employee.) Management will stress the need for the employee to use the Day of Decision as a day of reflection and choice. The employee has the opportunity to choose to change his/her performance and/or behavior and return to the organization, or voluntarily sever the employment relationship. Management will document the meeting in a memorandum, which will include the date, location, attendees, and summary of the discussion.

2728 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.

2729 E. Level 5 – Termination

2730 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.

2731 **Section 8 - Purging of Documentation**

2732 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.

2733 **Section 9 - Maintenance of Documentation**

2734 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.

2735 **Section 10 - Investigatory Suspensions**

2736 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.

2737 **Section 11 - Acts of Gross Misconduct**

2738 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 a Last Chance Agreement or Termination.

2800 **ARTICLE XXVIII – REDUCTION IN FORCE OR HOURS**

2801 In the event of a reduction in force or hours, the Employer will endeavor to give as much notice as possible. The Employer agrees to meet with the Union to inform the Union of such reduction in force or hours. A reduction in hours and/or force shall be accomplished within a specific unit/department and by classification, as determined by job qualifications, based on seniority.

2802 An employee laid off after one (1) year of service, except employees discharged for gross misconduct or gross neglect of duty, shall be given two (2) weeks notice or two (2) weeks pay in lieu of such notice.

- 2803 An employee whose position has been eliminated in a reduction in force will be offered any vacant position in his/her Area (see Definition of an Area in this Article XXVIII) of the same status and classification for which the employee is qualified, after completion of the internal posting process.
- 2804 If the affected employee declines the vacant position, the affected employee may displace the least senior employee within the Area where she/he currently works and in the same classification/status provided he/she is qualified to perform the job of the employee being displaced.
- 2805 In the event the displacing employee does not meet the qualifications for the position held by the junior employee, the position held by the next least senior employee may be claimed, provided the employee is qualified to perform the job of the employee being displaced. Failure to exercise seniority as described above shall result in the layoff of the affected employee
- 2806 An employee, whose hours have been reduced, pursuant to this Article, shall be offered any available increase in hours in the classification and Area involved before a new employee is hired in that classification, provided that in the opinion of the Employer, the employee whose hours have been reduced is qualified to perform the work.
- 2807 An employee on layoff status pursuant to this Article shall be offered, in reverse order of layoff, the first available vacancy in the classification and Area from which the employee was laid off before a new employee is hired in that classification, provided that, in the opinion of the Employer, the employee possesses the experience and skill defined in the posted requirements. This will occur upon completion of the internal posting process.
- 2808 An employee on layoff status shall have rights to rehire for one (1) year, except those employees with five (5) or more years of service may remain on layoff status for two (2) years from the date the employee was placed in such status.
- 2809 Should an employee on layoff status decline to return to work when a vacancy arises within the same job classification and Area, she/he will be removed from the layoff list.
- 2810 Nothing herein shall prevent the parties from mutually agreeing to modify the above procedure, should a reduction in force occur.
- 2811 Definition Of An Area As It Relates To This Article XXVIII
- 2812 Areas are defined as follows:
- 2813 **AREA I**
- South Bay Medical Center and associated Clinics
 - Baldwin Park Medical Center and associated Clinics
 - Downey Medical Center and associated Clinics
 - West Los Angeles Medical Center and associated Clinics
 - Los Angeles Medical Center and associated Clinics
 - Behavioral Health Care Helpline

- P.E.T Team
- Watts

2814 **AREA II**

- Woodland Hills Medical Center and associated Clinics
- Antelope Valley Clinics
- Panorama City Medical Center and associated Clinics

2815 **AREA III**

- San Diego Medical Center and associated Clinics

2816 **AREA IV**

- Irvine Medical Center and associated Clinics
- Anaheim Medical Center and associated Clinics
- Riverside Medical Center and associated Clinics
- Ontario Medical Center and associated Clinics
- Fontana Medical Center and associated Clinics

2817 **AREA V**

- Kern County Clinics

2900 **ARTICLE XXIX – WORKLOAD DISTRIBUTION**

2901 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 patient care and employee safety.

2902 When an employee is absent for any reason and if a replacement cannot be obtained in time to perform the work of the absent employee, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on patients' care or an individual worker.

3000 **ARTICLE XXX – HEALTH AND WELFARE**

3001 **Section 1 – Health Plan**

3002 A. Eligibility for Kaiser Foundation Health Plan (KFHP)

3003 An employee regularly scheduled to work twenty (20) or more hours per week, is eligible for Employer-paid Kaiser Foundation Health Plan (KFHP) coverage on his/her date of employment. The plan covers the employee and his/her eligible dependents.

3004 B. Eligible Dependents

3005 Eligible dependents are defined as follows:

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

3006 C. Services Covered by KFHP

3007 The Kaiser Foundation Health Plan (KFHP) is a comprehensive medical plan covering services directly at Kaiser Permanente Medical facilities including hospitalization, inpatient and outpatient surgery, prescriptions by a Southern California Permanente Medical Group Physician, vision care and mental health coverage. An Alternate Mental Health Plan is available through non-Kaiser Permanente physicians and therapists.

3008 D. KFHP Co-pays Through December 31, 2014

3009 Through December 31, 2014, there will be a five-dollar (\$5) co-payment per each medical office visit and per prescription by a Southern California Permanente Medical Group Physician filled at a Kaiser Permanente Pharmacy. Co-payment for each mental health visit will be also five-dollars (\$5).

3010 E. KFHP Co-Pays Effective January 1, 2015

3011 Effective January 1, 2015, the copayments for an employee shall match the \$20 copayment level, which includes \$20 medical office visits, \$20 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$10 generic/\$15 brand prescription (30-day supply maximum), etc. See Appendix C.

- 3012 F. Termination of KFHP Coverage
- 3013 KFHP coverage stops at the end of the month in which the employee transfers to an ineligible status or terminates employment. Employer-paid coverage will cease in accordance with the Leave of Absence provisions contained in Article XXXIV.
- 3014 G. Plan Documents
- 3015 The terms and conditions of this plan are in accordance with the governing plan document and service agreement.
- 3016 H. Parent Medical Coverage
- 3017 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law and parents' domestic partners. Parents who enroll will be responsible for the entire amount of the premium, as well as any applicable copayments. The terms and conditions of this plan are in accordance with the governing plan document and service agreement.
- 3018 **Section 2 – Dental Plan**
- 3019 A. Eligible Participants in Dental Plan
- 3020 An employee who is regularly scheduled to work twenty (20) or more hours per week is eligible for dental coverage effective the first day of the month after three (3) months of employment. Coverage extends to the employee, his/her spouse or domestic partner and eligible dependent children as described in this Article up to the limiting age of twenty-six (26). Some of the benefits provided to domestic partners and their children may be taxable to the employee. Physically or mentally disabled children are also covered past age twenty-six (26) provided such disability occurred prior to the disabled dependent children turning age twenty-six (26). Annual certification of disability and dependency may be required.
- 3021 B. Dental Plans Available Based on Years of Employment
- 3022 An eligible newly hired or newly eligible employee is required to select an Employer-provided prepaid Dental Plan during his/her first three (3) years of employment. After completing three (3) years of employment, an eligible employee may continue coverage in the prepaid dental plan or elect the Delta Dental Plan within thirty-one (31) days of obtaining eligibility, and during the annual open enrollment period may choose among the Employer-provided prepaid dental plans and the Delta Dental Plan.
- 3023 C. Pre-Paid Dental Coverage
- 3024 The pre-paid dental coverage services are covered at one hundred percent (100%). These services are provided through one of the respective panel providers. There is no annual maximum benefit under the pre-paid options.

3025 D. Delta Dental Plan – Yearly Maximum

3026 The Delta Dental Plan coverage provides for payment of seventy percent (70%) of the Usual, Customary and Reasonable (UCR) charges for basic and prosthodontics care to a maximum of one thousand dollars (\$1,000) per calendar year. Effective January 1, 2021, the dental plan annual maximum for participants will be one thousand five hundred dollars (\$1,500). Services must be obtained from a dentist who is a member of the Delta Dental Plan. The plan will provide fifty (50%) percent payment for major services.

3027 E. Delta Dental Plan – Coverage

3028 The Delta Dental Plan includes diagnostic and preventative benefits which pay one hundred percent (100%) of the UCR dentist's fees for the following procedures:

- Prophylaxis/Cleaning (with or without fluoride treatment) twice every calendar year.
- Examinations.
- Bite-Wing X-rays (twice every calendar year).
- Full Mouth X-rays (once every three (3) years).
- Space Maintainers (for dependent children under age twelve (12) to replace a lost tooth).

3029 F. Delta Dental Plan – Orthodontia Benefits

3030 An Orthodontia benefit is included in the Delta Dental Plan and is available to dependent children under the age of twenty-six (26). The benefit provides for a payment of fifty percent (50%) of services to a maximum payment of one thousand dollars (\$1,000) per child per lifetime. Effective January 1, 2021, the lifetime maximum for child Orthodontia shall be one thousand five hundred dollars (\$1,500).

3031 G. Cost of Dental Coverage

3032 Dental coverage is Employer-paid. However, any cost for the pre-paid plans that exceeds the Employer's cost for the Delta Dental Plan shall be borne by the employees. To determine the cost of the Delta Dental Plan, the Employer will compute the monthly premium amount paid for the Delta Dental Plan by dividing the previous calendar year cost by the number of employees covered in that year, divided by twelve (12) months.

3033 **Section 3 – Alternate Mental Health Plan**

3034 A. Eligibility for Alternate Mental Health Insurance

3035 An employee who is regularly scheduled to work twenty (20) hours or more per week, is eligible for the Alternate Mental Health insurance on his/her date of employment. Coverage is extended to eligible dependents as defined in Health Plan eligibility on the same date. The Alternate Mental Health coverage is Employer-paid and covers 50% of reasonable and customary charges up to the maximum of twenty (20) outpatient visits allowed per calendar year. A group therapy visit counts as one-half (1/2) of an outpatient visit. Inpatient care is

covered at fifty percent (50%) of reasonable and customary charges for forty-five (45) days; or up to ninety (90) days of day or night care each calendar year.

3036 Effective January 1, 2020, the Alternate Mental Health coverage will cover 80% of reasonable and customary charges, inclusive of both inpatient and outpatient. There is no maximum number of visits.

3037 B. Governed by Plan Documents

3038 Alternate Mental Health is governed by the terms and agreements between the provider, Plan Documents and the Employer.

3039 **Section 4 – Life Insurance and Accidental Death**

3040 A. Eligibility for Employer-Paid Life Insurance

3041 An employee regularly scheduled to work thirty-two (32) hours or more per week, will be provided six thousand dollars (\$6,000) life insurance, six thousand dollars (\$6,000) accidental death and dismemberment, and six thousand dollars (\$6,000) total and permanent disability coverage entirely Employer-paid. All decisions of coverage, limitations, and exclusions are the determination of the Insurance Company.

3042 B. Purchase of Optional Life Insurance

3043 An employee who is regularly scheduled to work thirty-two (32) or more hours per week may purchase his or her choice of the following life insurance programs, at time of hire, or when transferred to eligible status at the Employer's cost. The coverage will become effective after completion of sixty (60) calendar days of employment. An employee who participates in the Alternate Compensation Program (ACP), and scheduled to work thirty-two (32) or more hours per week, is eligible for Optional Life Insurance.

Program	Optional Life	Accidental Death & Dismemberment
Program I	\$10,000	\$10,000
Program II	\$20,000	\$10,000
Program III	\$30,000	\$10,000
Program IV	\$40,000	\$10,000

3044 C. Employees with Optional Life Insurance Who Become Permanently Disabled

3045 If an employee who has elected an optional life insurance program becomes totally and permanently disabled, \$10,000 in basic life coverage will be paid out in monthly installments under a Total and Permanent Disability provision. If the employee has elected Program II, III or IV the remainder of her/his basic life coverage not subject to the Total and Permanent Disability provision would remain in force in accordance with the Duration of Benefits Schedule or until the employee returns to work and/or is no longer disabled. For an employee with more than two (2) years of service, the full life coverage is continued on a waiver of premium provision.

3046 D. New Employees' Opportunity to Obtain Optional Life Insurance

3047 A newly hired employee regularly scheduled to work thirty-two (32) or more hours per week must elect to purchase optional life insurance at date of hire.

3048 E. Effective Date of Coverage for Employer-Paid or Optional Life Insurance

3049 Coverage will be effective on the sixty-first (61st) day of continuous employment. An employee must be actively at work on the date the employer-paid and optional coverage become effective. If an employee is not at work on the sixty-first (61st) day, coverage is deferred until he or she returns to active employment.

3050 **Section 5 – Survivor Assistance Benefit**

3051 Each regularly scheduled Full-time or Part-time employee will be provided a Survivor Assistance Benefit equal to one (1) month's base wages (prorated for part-time employees). This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

3052 **Section 6 – Disability Plans**

3053 A. Short Term Disability (STD)

3054 An employee regularly scheduled to work twenty (20) hours or more per week and who has fewer than two (2) years of service shall be provided with Employer-paid Short Term Disability (STD) insurance coverage. Coverage begins on the date of hire provided the employee is actively at work (i.e. performing all of the material duties of the job and not on Medical Leave, Occupational Leave or Extended Sick Leave and not confined to home, in a hospital, or any other medical institution on the effective date). If an employee is not actively at work on the day the disability plan coverage is to become effective, the coverage effective date will be deferred until the employee returns to active employment.

3055 B. Long Term Disability (LTD)

3056 An employee regularly scheduled to work twenty (20) hours or more per week and who has at least two (2) years of service shall be provided Employer-paid Long Term Disability (LTD) insurance. Benefits shall be payable in accordance with the Duration of Benefits schedule at the level of fifty (50%) percent of base wage rate, sixty (60%) percent with integration with other statutory plans, or seventy (70%) percent with an approved rehabilitation employment program. LTD insurance benefits due to psychological related disabilities and alcohol/drug abuse are limited to three (3) years unless the employee was institutionalized at the end of the three (3) year period. In this event, benefits would continue for three (3) months following release from the institution.

3057 C. Exclusions and Limitations

3058 Coverage, limitations and exclusions of the foregoing Health Plan, Dental Plans, Alternate
Mental Health Plan and Life Insurance Plans, are established and governed by the Employer's
service agreements with the respective providers, and applicable insurance carriers, and Plan
Documents. The foregoing is governed by the plan documents and/or Kaiser Permanente
policies.

3059 **Section 7 – Spending Accounts**

3060 A. Dependent Care Spending Account (DCSA)

3061 An employee with eligible dependent expenses can participate in the Dependent Care Spending
Account (DCSA) that is entirely voluntary and allows an employee to pay for eligible
dependent services with pre-tax dollars. The future of the Plan and its provisions will be
determined by Kaiser Foundation Health Plan, Inc. An employee, regardless of work schedule,
is eligible to enroll in the DCSA effective on his/her date of hire. The DCSA allows an
employee to contribute pre-tax dollars annually as limited by the IRC. These contributions
may be used to pay for certain dependent care expenses for eligible dependents as permitted
by the IRC and as governed by law.

3062 B. Health Care Spending Account (HCSA)

3063 An employee with eligible medical care expenses can participate in the Health Care Spending
Account (HCSA), which is entirely voluntary and allows an employee to pay for eligible
medical care services with pre-tax dollars. The future of the Plan and its provisions will be
determined by Kaiser Foundation Health Plan, Inc. An employee who is regularly scheduled
to work twenty (20) or more hours per week is eligible to participate in the HCSA effective on
date of hire. The HCSA allows an employee to contribute pre-tax dollars annually as limited
by the IRC. This plan may pay for eligible health care expenses for an employee and/or his or
her eligible dependents as permitted by the IRC and as governed by law.

3064 **Section 8 – Alternate Compensation Program (ACP)**

3065 A. Eligibility

3066 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.

3067 B. Pay Differential in Lieu of Certain Benefits

3068 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.

3069 C. Proof of Other Medical Coverage

3070 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.

3071 D. ACP Participation

3072 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.

3073 E. Payroll Calendar Year

3074 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.

3075 F. Exchanged Benefits

3076 An employee enrolling in ACP is not eligible for Health Plan, Dental Plan, Employer-paid Life Insurance, Disability Plans, Earned Time Off Program, Bereavement Leave, Educational Leave, and other paid time off.

3077 G. ESL Account Frozen

3078 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.

3079 H. Cash Out of ETO

3080 An employee who elects to participate in the ACP will receive a payoff for all accrued Earned Time Off (ETO) 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.

3081 I. Benefits Participation of An Employee in ACP

3082 An employee will have the option to participate or, as applicable, be automatically enrolled in the following benefits:

- 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 (1½) times the base wage rate unworked

Designated Holiday will not be paid;

- Employee-purchased Optional Life Insurance (for employees scheduled to work thirty-two (32) hours or more per week);
- Health Care Spending Account;
- Jury Duty paid at the ACP wage rate differential;
- Kaiser Permanente Southern California Employees Defined Contribution (EDC) (at the base wage rate);
- Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP), (with FAMC at the base wage rate without the 20% ACP differential) See Article XXXII;
- 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;
- Unpaid Leaves of Absence (no benefits associated with the leaves).

3083 J. Unpaid Leave for Employees in ACP

3084 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.

3085 K. Post Retirement Benefit for Employees in ACP

3086 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 XXXIII.

3087 **Section 9 – Benefits by Design Voluntary Program**

3088 Effective January 1, 2020, insurance benefits found in the Benefits by Design voluntary program will be made available to employees eligible for benefits on an after-tax basis, 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 improvement or changes to the program will be offered to employees.

3100 **ARTICLE XXXI – EARNED TIME OFF PROGRAM**

3101 The Earned Time Off Program (ETOP) comprises the following three (3) components:

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

3102 **Section 1 – Designated Holidays**

3103 A. The following days are designated as paid holidays:

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

3104 B. Pay for Designated Unworked Holidays

3105 Pay for designated unworked holidays for a Full-time employee shall be calculated at the hourly wage rate she/he is receiving on the date the time off is taken times eight (8). An employee shall not receive shift differential for said time off. Pay for designated unworked holidays will be prorated for a part-time employee based upon his/her regular weekly scheduled hours.

3106 C. Pay for Work on Designated Holiday

3107 If a Full-time or Part-time employee works on a designated holiday, she/he shall be paid at two and one-half (2 ½) times the regular rate of pay. At the employee’s option, she/he shall be paid at time and one half (1 ½) the regular rate of pay with a compensatory day off paid at straight time to be taken within thirty (30) days preceding or following the designated holiday. The day should be requested in writing and must be approved by the supervisor. An ACP and a Per Diem employee shall receive his or her regular rate of pay for all hours worked on a designated holiday.

3108 D. Designated Holidays on Saturday or Sunday

3109 All designated holidays will be observed on the actual calendar day (midnight to midnight), and all conditions and benefits applying to such holiday will be in effect on that day only. However, in the event the Employer closes any of its facilities/departments on the Friday preceding a Saturday designated holiday or on a Monday following a Sunday designated holiday, then the Friday or Monday will be designated as a holiday for unworked holiday pay for an employee who does not work either the actual holiday or the designated holiday.

3110 **Section 2 – Earned Time Off (ETO)**

3111 A. Leave Accrual Date

3112 Leave Accrual Date shall be used to determine “Years of Service” for the Earned Time Off Program. The Leave Accrual Date is the most recent date of hire, adjusted for breaks-in-service in accordance with the Rehire policy and Guidelines. The Leave Accrual Date is also adjusted for unpaid leaves of absence that exceed sixty (60) days, excluding an Occupational Leave of Absence or Military Leave. A leave of absence of sixty-one (61) days or more will be deducted in their entirety from the Leave Accrual Date.

3113 B. ETO Accrual Through December 31, 2014

3114 Through December 31, 2014, a Full-time employee shall accrue paid ETO benefits on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month	Days per Month*	Days per Year
0-2 Years	14.00	1.75	21.00
3-6 Years	17.33	2.17	26.00
7-14 Years	20.66	2.58	31.00
15 Years or More	24.00	3.00	36.00
*Rounded to two (2) decimal places.			

3115 A Part-time employee will accrue ETO benefits on a prorated basis.

3116 C. ETO Accrual Effective January 1, 2015

3117 Effective January 1, 2015, a full-time employee shall accrue ETO on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month	Days per Month*	Days per Year
0-4 Years	14.00	1.75	21.00
5-8 Years	17.33	2.17	26.00
9-10 Years	20.66	2.58	31.00
11 Years or More	24.00	3.00	36.00
*Rounded to two (2) decimal places.			

3118 A Part-time employee will accrue ETO benefits on a prorated basis.

3119 D. Use of Earned Time Off

3120 Earned Time Off can be used for any reason, such as illness, vacation or personal/family reasons. Planned time off should be scheduled according to each department's policy or practice of granting paid time off. When same day requests occur, an employee must use existing departmental notification procedures. The employee is expected to report the absence to her or his supervisor as soon as the employee has knowledge of the needed absence. The employee must report the reason for the absence and the anticipated length of the absence when reporting any same day absence. The maximum number of hours that can be accumulated in an employee's Earned Time Off account is five hundred (500).

3121 E. ETO Concurrent with Family Leave

3122 Earned Time Off taken for family leave purposes will run concurrently with Family Leave.

3123 F. Approval of Earned Time Off for Vacation

3124 Vacation periods will be mutually agreed to by employee and Employer so as not to adversely affect the efficiency of operations. Vacations will be taken annually.

3125 The total amount of ETO accumulated may be taken in one (1) consecutive period or in increments of weeks or days. In determining the granting of ETO requests, the Employer reserves the right to evaluate and grant requests on the basis of impact on the orderly operations of the facility. ETO requests shall not be unreasonably denied.

3126 ETO will, insofar as possible, be granted at times most desired by an employee. In the event two (2) or more employees at a location request the same or overlapping ETO period and the Employer is unable to grant all such requests, the employee who has the most bargaining unit seniority shall be granted her/his ETO preference subject to efficiency of operations. Once an ETO is approved, however, if a more senior employee later requests the same time, it will be granted based on staffing needs of the facility.

3127 G. Pay for Earned Time Off (ETO)

3128 Earned Time Off (ETO) pay shall be at the base hourly wage rate (excluding any differentials) the employee is receiving on the date she/he takes her/his time off.

3129 H. ETO In-Service Cash-out Option

3130 An eligible employee may elect to cash out up to one hundred sixty (160) hours of ETO during the annual election period in accordance with the Employer's policy on in-service cash-out of ETO benefits.

3131 I. Designated Holiday during ETO Period

3132 If a designated holiday occurs during an employee's scheduled ETO period and/or scheduled day off, that day shall not be charged against accrued ETO.

3133 J. Disposition of ETO Account at Retirement or Termination

3134 An employee will receive a payoff for all hours remaining in the ETO Account at the base hourly wage rate received on the date she/he ends employment or retires.

3135 **Section 3 – Extended Sick Leave (ESL)**

3136 A. Yearly Accrual of ESL and Use of Extended Sick Leave Bank

3137 In addition to the Earned Time Off Account, there is an Extended Sick Leave (ESL) bank. An Employee may use the hours in their ESL bank on the first day of hospitalization (inpatient or outpatient) or after three (3) consecutive calendar days of disability.

- Six Days Per Year. Through December 31, 2014, an employee will accrue four (4) hours of Extended Sick Leave each month, or six (6) days each year.

- Nine Days Per Year. Effective January 1, 2015, an employee will accrue six (6) hours of ESL each month, or nine (9) days each year (prorated for a part-time employee). There is no limit on the number of ESL days/hours that can be accumulated.

3138 B. Use of Pre-ESL and Post-ESL Bank

3139 ESL hours earned on or after January 1, 2010, are placed in a post-ESL bank for the purposes of establishing a Health Reimbursement Account (HRA) in retirement. An employee's accrued and unused ESL hours as of December 31, 2009, are placed in the employee's pre-ESL bank. Upon meeting the ESL access requirements, ESL hours will be withdrawn first from any pre-ESL bank. The post-ESL bank will be utilized upon exhaustion of the pre-ESL bank. A newly hired employee or transferring employee will accrue post-ESL bank hours only. If the transferring employee has a pre-ESL bank under his/her former employee or Union group, then those hours will be placed in a pre-ESL bank.

3140 C. Certification Requirement

3141 The Employer may require certification of illness and/or disability sufficient to justify the employee's absence from work for the period claimed.

3142 D. Part-Time Employee-ESL

3143 A Part-time employee will accrue ESL hours prorated based upon his/her regular weekly scheduled hours.

3144 E. ESL and Family Leave

3145 ESL taken for family leave purposes will run concurrently with Family Leave.

3146 F. ESL and Shift Differential

3147 An Employee shall not receive shift differential with ESL pay.

3148 G. Integration of ETO/ESL with State Disability Insurance (SDI)/ Workers' Compensation Insurance (WCI) or Family Temporary Disability Insurance

3149 If an employee is eligible for basic State Disability Insurance (SDI) compensation payments, the Employer shall reduce paid Earned Time Off and/or Extended Sick Leave hours by the amount of the SDI benefit the employee is eligible to receive so that combined SDI pay and Earned Time Off and/or Extended Sick Leave pay totals normal straight time salary. The reduced amount of Earned Time Off and/or Extended Sick Leave payment shall then be charged against the employee's appropriate Earned Time Off account and/or Extended Sick Leave bank. If an employee is eligible for Workers' Compensation Insurance payments, the same method of integration with the Employer- paid Earned Time Off and/or Extended Sick Leave hours shall apply, unless the employee objects and notifies the Employer within the first (1st) seven (7) days of occupational injury-related absence.

3150 If an employee is absent from work to attend a disabled family member, and is eligible to use ETO or ESL for all or part of the absence, he/she will receive ETO/ESL pay which, when combined with weekly benefits from the Family Temporary Disability Insurance (FTDI) he/she receives, or for which he/she is eligible, would total his/her regular straight time earnings for the period.

3151 It is the employee's responsibility to promptly file claims for any compensatory benefits for which she/he may be eligible and to report the amount of such benefits to the Employer.

3152 H. Pre-ESL Bank Conversion to Credited Service for Pension Plan

3153 An employee who has a pre-ESL bank balance of two hundred fifty (250) hours or more and is vested in the basic pension plan, when he/she terminates employment, will have all unused hours in his/her pre-ESL bank converted to Credited Service for pension plan calculation purposes. If the employee meets the pension plan requirements for eligibility under the Normal, Early, Disability or Postponed Retirement provisions in accordance with the Kaiser Permanente Southern California Social Services Pension Plan supplement to the Kaiser Permanente Retirement Plan, then his/her pre-ESL hours will be counted as Credited Service, even if there is a pre-ESL balance of fewer than two hundred fifty (250) hours.

3154 I. Post-ESL Bank Conversion to the "Extended Sick Leave - Health Reimbursement Account" (ESL-HRA)

3155 An employee who separates from employment with eligibility for post-retirement medical benefits (meets age and years of service requirements) will be eligible to have post-ESL bank converted to an Extended Sick Leave – Health Reimbursement Account (ESL- HRA). Eighty percent (80%) of the post-ESL bank hours that remain unused at termination will be credited to an unfunded ESL–HRA, at the employee's base wage at termination, provided the employee's Post-ESL bank has enough hours so that the Post-ESL conversion value at termination is at least one hundred dollars (\$100). The terms of the ESL-HRA are governed by the HRA Plan document.

3156 J. No Cash Out of ESL.

3157 Any accrued but not used ESL hours are not paid out at termination or retirement.

3158 K. ESL-HRA Rules of Application

3159 The following rules shall apply to reimbursements from the ESL-HRA:

3160 1. Costs Eligible for Reimbursement by the ESL-HRA. A former employee or retiree may access the ESL-HRA for reimbursement of out-of-pocket medical, dental, vision and hearing care expenses that qualify as federal income tax deductions under Section 213 of the Internal Revenue Code, or for premiums paid to a Kaiser Permanente medical plan. If the former employee resides in an area where no Kaiser Permanente medical plan is offered, she/he may submit premiums for a non-KP medical plan to the HRA for reimbursement, subject to additional documentation requirements.

- 3161 2. Availability of Balance of ESL-HRA in Case of Retiree's Death. In the event of a retiree's death, any balance in the ESL-HRA will be available for the benefit of the retiree's surviving spouse or domestic partner who is an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner may access the ESL-HRA for reimbursement of eligible medical expenses, subject to the same ESL-HRA Rules. Any balance in the ESL HRA will remain available until remarriage, entering a new domestic partnership or death.
- 3162 3. The terms of the ESL-HRA are governed by the HRA Plan Document.

3200 **ARTICLE XXXII – RETIREMENT PLANS**

3201 **Section 1 – Retirement Plans Available to Employees Based on Date of Hire**

- 3202 A. Employees Hired Prior to January 1, 2015 Eligible for the Kaiser Pension Plan (KPSCSSPP)
- 3203 Through December 31, 2014, an employee becomes a participant in the Employer-funded Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP) regardless of his or her employment status and work schedule, on date of hire.
- 3204 For an employee hired prior to January 1, 2015, the pension plan provides an employee with retirement income based on his/her length of Service and compensation.
- 3205 Effective January 1, 2015, a current employee or a transferring employee without a break in service, who was employed by the Employer before January 1, 2015 shall become a participant in the KPSCSSPP.
- 3206 B. Employees Hired on or after January 1, 2015 Eligible for the Kaiser Permanente Defined Contribution Plan (EDC) but not the KPSCSSPP
- 3207 Effective January 1, 2015, a newly hired employee or an employee rehired after a break in service will not be eligible for, and will not become a participant in the KPSCSSPP. A newly hired employee or an employee rehired after a break in service will be covered under the Kaiser Permanente Southern California Employees Defined Contribution (EDC), as described below in Section 3.

3208 **Section 2 – Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP)**

- 3209 A. Vesting in the KPSCSSPP
- 3210 Vesting in KPSCSSPP is attained after five (5) years of Service. If an employee terminates after five (5) years of Service, but before eligibility for early retirement, he/she is eligible for an unreduced Deferred Vested Pension (DVP) (pension), payable at age sixty- five (65) based upon the benefit accrued at time of termination. An employee who terminates with fifteen (15) or more years of Service, prior to being eligible to retire, will be eligible to receive an

actuarially reduced DVP (pension), as early as age fifty-five (55) based upon the benefit accrued at time of termination.

3211 Service for Purposes of Vesting in KPSCSSPP and Eligibility for Retirement. Service is defined as a calendar year in which an employee has one thousand (1,000) or more hours of Service. A proportional year of Service is credited if less than one thousand (1,000) hours. Service is used to determine vesting, and eligibility for early, normal, postponed and disability retirement for employees hired on or before December 31, 2014.

3212 B. Formula for Calculating the benefit of the KPSCSSPP

3213 1. The level of benefit will be determined by the following formula: normal retirement income is being computed at one and forty-five hundredths of a percent (1.45%) of Final Average Monthly Compensation multiplied by all years of Credited Service with no Social Security offset.

3214 2. Final Average Monthly Compensation (FAMC) is defined as the highest sixty (60) consecutive months of compensation in the last one hundred twenty (120) months of employment, and does not include bonuses, allowances or differentials including the Alternate Compensation Program wage rate differential.

3215 C. Credited Service Used to Determine Amount of Benefit at Retirement

3216 Credited Service is used to determine the amount of monthly benefits.

- Based on 1,800 Hours. Through December 31, 2014, Credited Service is defined as a calendar year in which a participant has one thousand eight hundred (1,800) or more hours.
- Based on 2,000 Hours. For years on or after January 1, 2015, and for years prior to January 1, 2003, a year of Credited Service is based on two thousand (2,000) or more hours.
- Prorated Credited Service. Credited Service is prorated for years with less than two thousand (2,000) or one thousand eight hundred (1,800) or more hours, as applicable.

3217 D. In-Service KPSCSSPP Distribution

3218 Effective January 1, 2015, an eligible employee who has not separated from service as defined by the Internal Revenue Code shall be entitled to elect a one-time in-service distribution, paid out based on employee election, from KPSCSSPP at age sixty-five (65) or older, in accordance with the terms of the governing plan documents and applicable IRS rules.

3219 E. Pre-Retirement Survivor Annuity for Employees Vested in the KPSCSSPP

3220 1. Benefit for Spouse or Domestic Partner of Employee Who Dies Prior to Retirement

3221 The Employer will provide a qualified pre-retirement survivor annuity to an eligible active employee vested in the KPSCSSPP at no cost to the employee. This benefit provides an

annuity to the spouse or eligible domestic partner of an employee who dies prior to retirement. The spouse or eligible domestic partner will receive a benefit calculated as if the employee retired the day before death and elected a joint and survivor annuity with a fifty percent (50%) continuation to the survivor. This benefit is payable to the spouse at the earliest time that the employee would have qualified to commence benefits. The benefit is payable to the eligible domestic partner no later than one year following the employee's death, in accordance with applicable IRC rules.

3222 2. Non-Spouse Qualified Dependent Survivor Benefit

3223 If a vested employee dies and does not have a surviving spouse or a surviving eligible domestic partner, pension plan survivor benefits will be payable to a non-spouse, non-domestic partner survivor qualified dependent, as defined under the KPSCSSPP.

3224 **Section 3 – Kaiser Permanente Southern California Employees Defined Contribution (EDC)**

3225 A. Eligibility

3226 1. Newly Hired Employees or Employees New to the Bargaining Unit. Effective January 1, 2015, a newly hired employee, or an employee rehired after a break in service, shall become a participant in the Kaiser Permanente Southern California Employees Defined Contribution (EDC) plan. An employee who transfers into the bargaining unit on or after January 1, 2015, who was hired or rehired by the employer on or after January 1, 2015, also shall become a participant in the EDC.

3227 2. Participation in the EDC Regardless of the Employee's Scheduled Hours. An employee hired or rehired on or after January 1, 2015 automatically participates in the EDC upon his or her first (1st) day of employment in an eligible status under the terms of the EDC. An employee hired or rehired on or after January 1, 2015 may participate in EDC regardless of scheduled hours.

3228 3. Employees Participating in the KPSCSSPPP Are Not Eligible for the EDC. No employee who is continuing to accrue Credited Service in the KPSCSSPP on or after January 1, 2015 is eligible to participate in the EDC.

3229 B. Employer Contribution

3230 An eligible employee in the EDC will receive an Employer contribution of five percent (5%) of eligible compensation. Effective January 1, 2016, the Employer contribution is increased to six percent (6%) of eligible compensation. An employee will be provided with a variety of investment options. An employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the EDC. The maximum contribution amount is defined in accordance with IRC rules as specified in the EDC.

3231 C. Employee Contribution

3232 An eligible employee in the EDC may contribute up to ten percent (10%) of compensation on an after-tax basis. An employee will be provided with a variety of investment options. An

employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the EDC. The maximum contribution amount is defined in accordance with IRC rules as specified in the EDC.

3233 D. Vesting

3234 An eligible employee in the EDC is immediately one hundred percent (100%) vested in the Employer and employee contributions.

3235 E. Distributions and Withdrawals

3236 An eligible employee in the EDC shall qualify for in-service withdrawals and distributions in accordance with the terms of the EDC and applicable IRC rules. Upon termination or retirement, the EDC account balance is distributed to the participant or, if qualified and elected, deferred in accordance with the applicable IRC rules.

3237 F. Plan Terms

3238 The EDC is governed by the plan documents as amended from time to time.

3239 **Section 4 – Tax Deferred Retirement Savings**

3240 A. Pre-Tax Contributions to Tax Deferred Retirement Savings

3241 Employees may elect to participate in a tax-deferred retirement plan through pre-tax contributions. Enrollment in this plan can be on their date of hire or anytime thereafter, regardless of employment status and work schedule.

3242 B. Automatic Enrollment for New Hires in Tax Deferred Retirement Savings

3243 Effective January 1, 2015, a new hire will be automatically enrolled in the tax deferred retirement plan at two percent (2%) of eligible compensation. A new hire may opt out of the automatic enrollment within 45 days.

3244 C. Performance-Based Contribution (PBC) to Tax Deferred Retirement Savings

3245 Through December 31, 2014, the Employer will make a one percent (1%) contribution to the Tax Deferred Retirement Savings Plan for an eligible employee when the Southern California Region meets or exceeds its annual budgeted margin by one-quarter of one percent (0.25%). Effective January 1, 2015, the PBC will be eliminated.

3246 D. Employer Match Contribution to Tax Deferred Retirement Savings

3247 An employee with one (1) or more years of service, who contributes to the tax deferred retirement savings plan, will be eligible for the Employer Match program. The Employer will make contributions to match one hundred percent (100%) of an employee's contribution, up to one and one-quarter percent (1.25%) with optimization of the employee's eligible compensation.

3248 Effective January 1, 2021, if an eligible employee participates in the EDC, the Employee will be eligible for Employer contributions to match one hundred percent (100%) of an employee's contribution, up to three percent (3%) of the employee's eligible compensation.

3249 The Employer Match contributions will vest in increments of twenty percent (20%) per year, with participants becoming fully vested after five (5) years of employment. All years of employment count toward eligibility and vesting.

3250 The Employer will ensure that as long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes at least two percent (2%) of eligible compensation throughout the year, the Employer will provide the applicable match on the total of his/her eligible compensation.

3251 Effective January 1, 2021, the Employer will ensure that as long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes throughout the year at least two percent (2%) of eligible compensation, or three percent (3%) of eligible compensation if an eligible employee participates in the EDC, the Employer will provide the applicable match on the total of his/her eligible compensation.

3252 E. Distributions and Withdrawals of Tax Deferred Retirement Savings

3253 An eligible employee in the tax deferred savings plan shall qualify for in-service hardship withdrawals, distributions and loans in accordance with the terms of the governing plan documents and applicable IRC rules. Upon termination or retirement, the vested tax deferred retirement savings plan account balance is distributed or deferred in accordance with the governing plan documents and applicable IRC rules.

3254 F. Plan Terms

3255 The tax deferred retirement savings plan is governed by the plan documents as amended from time to time.

3300 **ARTICLE XXXIII – RETIREE MEDICAL PROGRAM**

3301 To qualify for post-retirement medical benefits, an employee must meet the Retiree Medical Program eligibility requirements described below. For employees retiring prior to January 1, 2017 (“Current Employees”), see Section 5 below for Retiree Medical Coverage.

3302 **Section 1 – Retiree Medical Program for Active Employees Effective January 1, 2017**

3303 A. Retiree Medical Program “Eligibility” For Active Employees

3304 1. **Category 1. Employee Definition – Employees Hired Prior to January 1, 2017.** An active employee is an employee who was hired before January 1, 2017, and is age fifty-five (55) or older with fifteen (15) or more years of service upon termination. A year of service is defined as one thousand (1,000) compensated hours, prorated as applicable, 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, prorated as applicable.

3305 2. **Category 2. Employee Definition – Employees Hired on or after January 1, 2017.** An active employee is an employee who is hired on or after January 1, 2017 and 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, prorated as applicable.

3306 3. **Category 3. Disabled Employee**

3307 See Section 4. Below for Retiree Coverage for disabled employees.

3308 B. **Retiree Medical Program For Category 1 and Category 2 Employees—Medical Subsidy**

3309 1. **Category 1 Employee Eligible for a Medical Subsidy.** Upon retirement and attainment of age sixty-five (65) or older, or Medicare-eligibility, if earlier, a Category 1 retiree shall receive a Medical Subsidy toward enrollment in the Southern California Region Kaiser Permanente Senior Advantage Plan (“KPSAP”) or as further described in the “Medical Subsidy” rules below.

3310 2. **Category 1 Employee –Amount of Medical Subsidy.** The Medical Subsidy for 2017 shall be equal to the greater of one hundred dollars (\$100) per month or the monthly plan premium of the highest cost individual Southern California Region Kaiser Permanente Senior Advantage Plan or its successor as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year.

3311 3. **Category 1 Employee’s Spouse/Domestic Partner Eligible for Medical Subsidy**

3312 a. **Amount of Medical Subsidy for Spouse/Domestic Partner**

3313 The Category 1 retiree’s spouse or eligible domestic partner shall receive a Medical Subsidy equal to one hundred percent (100%) of the Category 1 retiree’s Medical Subsidy.

3314 b. **If Category 1’s Spouse or Domestic Partner Is not Medicare-Eligible When the Category 1 Employee is Sixty-five Years of Age.**

3315 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. The spouse or domestic partner must enroll in Medicare and KPSAP as soon as she/he becomes eligible in order to receive the Medical Subsidy.

3316 4. **Category 1’s Coverage for a Dependent Child**

3317 A Category 1 retiree’s eligible child, up to limiting age, and disabled dependent child shall be covered under the active employee plan in effect at the time that the eligible dependent

child receives services. An eligible dependent child who becomes Medicare eligible must enroll in all relevant parts of Medicare and his or her Medicare rights must be assigned to the applicable Kaiser Permanente Plan to assign/coordinate coverage with Medicare.

3318 5. **Category 1's Sixty-Five (65) Age Requirement for Spouse/Domestic Partner/Dependents Coverage**

3319 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 sixty-five (65) or Medicare eligibility.

3320 6. **Category 1 Employee Who Had Ten (10) Years of Service As of January 1, 1990 – Grandfathered**

3321 If the Category 1 retiree is a grandfathered retiree, who is defined as an employee who had at least ten (10) years of service as of January 1, 1990, then the grandfathered Category 1 retiree shall be covered under the active employee plan in effect, until attainment of age sixty-five (65), or Medicare-eligibility, if earlier. The active plan coverage will end as soon as the grandfathered Category 1 retiree becomes Medicare-eligible, and the Category 1 retiree will then receive the Medical Subsidy for KPSAP. The grandfathered retiree's pre-Medicare medical coverage includes the spouse or domestic partner, eligible children up to the limiting age, and disabled dependent children.

3322 7. **Upon the Death of a Category 1 Employee**

3323 a. **Death While Receiving a Medical Subsidy or the Death of a Grandfathered Employee.**

3324 In the event a Category 1 retiree who has commenced receiving the Medical Subsidy, or a grandfathered retiree dies, the surviving pre-Medicare eligible spouse/domestic partner and eligible children shall be covered under the active employee plan, until limiting age, and the pre-Medicare active plan coverage or the Medical Subsidy will continue for the surviving spouse or domestic partner.

3325 The Medical Subsidy or pre-Medicare active coverage for the surviving spouse/domestic partner or eligible children of any other Category 1 retiree will begin when the deceased Category 1 retiree would have attained age 65.

3326 b. **Death of Category 1 Employee While Still Employed.**

3327 If a grandfathered Category 1 retiree dies while still employed, survivor coverage will begin at the start of the month following the date of death.

3328 The active medical plan for disabled dependent children does not continue past age twenty-six (26) in the event of a Category 1 retiree's death.

3329 C. **Category 2 Employees Not Eligible for a Medical Subsidy.**

3330 A Category 2 retiree and his/her spouse or domestic partner and his /her dependent child will not receive a Medical Subsidy. A category 2 retiree is eligible for participation in an unfunded Retiree Medical Health Reimbursement Account as described below.

3331 **Section 2 – Category 1 Retiree Medical Program “Medical Subsidy” Rules of Application**

3332 **The following rules shall apply to the Medical Subsidy for which only Category 1 Employees Are Eligible:**

3333 A. **The Medical Subsidy and Premium Costs for Category 1 Employee**

3334 1. 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.

3335 2. A retiree who does not pay the retiree’s share of KPSAP premiums shall lose coverage in accordance with KPSAP terms. If a retiree does not pay the retiree’s share of KPSAP premiums for his/her Medicare-eligible spouse or domestic partner, the spouse or domestic partner shall lose coverage in accordance with KPSAP terms.

3336 3. Within the Southern California Region or another Kaiser Permanente Service Area, Medical Subsidy applies only for KPSAP coverage (and not for any non-Kaiser Permanente plan).

3337 A retiree must enroll in Medicare Parts A & B and any other relevant Parts of Medicare, assign his/her Medicare rights to the applicable Kaiser Permanente Plan, and take such other action as the applicable Kaiser Permanente Plan determines is necessary to assign/coordinate Medicare. The spouse or domestic partner must also take the same actions when eligible.

3338 4. If a Category 1 retiree and/or his/her eligible dependents reside outside of a Kaiser Permanente Service Area, the Medical Subsidy can be used for any medical premium permitted by the Internal Revenue Code.

3339 B. **When the Medical Subsidy Begins for the Category 1 Employee**

3340 The Medical Subsidy for a Category 1 retiree, his/her spouse or eligible domestic partner, and coverage for the Category 1 retiree’s eligible dependent children, shall not apply until the Category 1 retiree attains age sixty-five (65) or is Medicare eligible unless the retiree meets the definition of Category 3: Disabled Employees as described in this Article or is a previously grandfathered employee who is defined as an employee who had ten (10) years or more of service as of January 1, 1990.

3341 C. **Surviving Spouse/Domestic Partner Continues to Receive Subsidy until Remarriage**

3342 In the event of a Category 1 retiree's death, the one hundred percent (100%) Medical Subsidy
3343 for a surviving spouse or eligible domestic partner will continue for the survivor until
remarriage/recommitment or death

3343 **Section 3 – Health Reimbursement Account (“HRA”) For Category 1 and 2 Employees**

3344 A. **Allocation of HRA to Category 1 Employees.**

3345 Category 1 employees will receive an Employer allocation to an unfunded Retiree Medical
Health Reimbursement Account (“HRA” / "Retiree Medical HRA") at the time of retirement
in the amount of one thousand dollars (\$1,000) per year of service. Category 1 employees who
retire on or after January 1, 2020, will receive an Employer allocation to an unfunded Retiree
Medical HRA at the time of retirement of two thousand dollars (\$2,000) per year of Service.

3346 Service is defined as one thousand (1,000) compensated hours, prorated as applicable, or if
more favorable, as otherwise defined under the rules existing prior to January 1, 2017.

3347 On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated
hours, prorated as applicable,

3348 B. **Allocation of HRA to Category 2 Employees.**

3349 A Category 2 employee will receive an Employer allocation to an unfunded Retiree Medical
HRA at the time of retirement in the amount of one thousand dollars (\$1,000) per year of
Service, prorated as applicable, up to a maximum of thirty-five (35) years. Category 2
employees who retire on or after January 1, 2020, will receive an Employer allocation to an
unfunded Retiree Medical HRA at the time of retirement of two thousand dollars (\$2,000) per
year of Service, prorated as applicable.

3350 A year of Service is equal to two thousand (2,000) compensated hours.

3351 C. **Retiree Medical HRA Rules of Application For Category 1 and 2 Employees**

3352 1. **Access to HRA for Category 1 and 2 Employees**

3353 A retiree may access the Retiree Medical HRA for reimbursement of IRS-approved
expenses (with limitations described in sections B and C 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).

3354 2. **HRA Reimbursements for Category 1 and 2 Employees in a Kaiser Permanente**
Service Area Limited to KPSAP

3355 For a retiree residing within the Kaiser Permanente Service Area, reimbursements shall be
limited to the KPSAP (or other plans offered by Kaiser Foundation Health Plan) coverage
costs, consisting of premiums in excess of the Medical Subsidy and deductibles or

copayments required for covered services under KPSAP (or other plans offered by Kaiser Foundation Health Plan).

3356 3. **HRA Reimbursements for Category 1 and 2 Employees outside of Kaiser Permanente Service Area**

3357 A retiree residing outside the Kaiser Permanente Service Area may receive Retiree Medical HRA reimbursements for any Medicare supplemental plan costs, consisting of Medicare supplemental plan premiums in excess of the Medical Subsidy, and Medicare supplemental plan deductibles or copayments, based on guidelines issued by the Internal Revenue Service.

3358 4. **Cases in Which a Domestic Partner Is Unable to Access the HRA**

3359 To the extent the Retiree Medical HRA mechanism is not available for a retiree's domestic partner, due to federal tax limitations, this paragraph shall apply. If an eligible retiree has an eligible domestic partner 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).

3360 5. **HRA Availability in Case of Category 1's or Category 2's Death**

3361 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. The surviving spouse may access the Retiree Medical HRA for reimbursement of eligible medical expenses, subject to the same Retiree Medical HRA Rules of Application in subsections C 2 and C 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 or death.

3362 **Section 4 – Category 3 Retiree Medical Program – Benefit for Disabled Employees on or After January 1, 2017**

3363 A. **Category 3 Definition – Disabled Employee.**

3364 1. **Disabled Employees Hired Prior to January 1, 2017**

3365 An active employee who was hired before January 1, 2017, and who is eligible for Employer-paid health benefits as an active employee, who retires (separates from service) on or after January 1, 2017, after becoming disabled, and who has at least ten (10) years or more of Service and who is eligible for disability benefits under Title II of the Social Security Act.

3366 2. **Disabled Employees Hired On or After January 1, 2017**

3367 An active employee who was hired on or after January 1, 2017, who is eligible for Employer-paid health benefits as an active employee, who retires (separates from service)

on or after January 1, 2017, after becoming disabled, and who has at least fifteen (15) or more years of Service and who is eligible for disability benefits under Title II of the Social Security Act.

3368 3. **Years of Service Determination of Category 3's Eligibility for Retiree Medical Program**

3369 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, prorated as applicable. On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable.

3370 B. **Retiree Medical Program "Medical Subsidy" For Category 3 Disabled Employees**

3371 1. **Amount of Medical Subsidy for Category 3 Disabled Employees**

3372 A Category 3 disabled retiree shall be entitled to a Medical Subsidy equal to the greater of one hundred dollars (\$100) per month or the monthly premium of the highest cost individual Southern California Region Kaiser Permanente Senior Advantage Plan ("KPSAP") or its successor as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year.

3373 2. **Coverage Available to a Category 3 Employee and His/Her Dependents**

3374 a. Unless the Category 3 disabled retiree also meets the requirements in Category 1, a Category 3 disabled retiree's spouse or eligible domestic partner shall not receive a Medical Subsidy.

3375 b. The Category 3 disabled retiree's eligible children shall be covered under the active employee plan in effect at the time services are received. The active medical plan for disabled dependent children does not continue past age twenty-six (26) in the event of a Category 3 retiree's death.

3376 c. Before Medicare becomes effective, a Category 3 disabled retiree shall be covered under the active employee plan in effect at the time services are received until Medicare becomes effective.

3377 d. If the Category 3 disabled retiree also meets the requirements in Category 1, the Category 3 disabled retiree's spouse/domestic partner and eligible children also shall be covered under the active employee plan in effect at the time services are received until Medicare becomes effective.

3378 e. The same rules of application for Category 1 employees regarding the Retiree Program "Medical Subsidy" shall also apply to Category 3, disabled employees.

3379 3. **Retiree Medical Program Employer Allocation to Health Reimbursement Account**
3380 **For Category 3 Disabled Employees**

3380 A Category 3 disabled employee will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of fifteen thousand dollars (\$15,000) or one thousand dollars (\$1,000) per year of Service based on a 1,000-hour compensated year, prorated as applicable, or as otherwise then defined prior to January 1, 2017, if more favorable. A Category 3 disabled employee who retires on or 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 fifteen thousand dollars (\$15,000) or two thousand dollars (\$2,000) per year of Service based on a 1,000-hour compensated year, prorated as applicable, or as otherwise then defined prior to January 1, 2017, if more favorable. On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable.

3381 The Retiree Medical HRA Rules of Application above for Category 1 and 2 employees shall also apply to Category 3 Disabled employees.

3382 **Section 5 - Retiree Medical Program for Current Retirees (An Active Employee Retiring Prior to January 1, 2017)**

3383 A. **Definition of a Current Retiree.**

3384 A “Current Retiree” means an active employee who retires before January 1, 2017. An active employee “retires” before January 1, 2017, if he/she retires under the KPSCSSPP, after attaining at least age 55 with fifteen (15) or more years of Service.

3385 B. **Health Plan Coverage for Current Retirees (Retiring Prior to January 1, 2017)**

3386 1. **Co-Pay Program Prior to January 1, 2015 for Current Retirees.**

3387 A Current Retiree, who has Retiree Health Plan coverage prior to January 1, 2015, and his/her eligible dependents will have a five dollar (\$5.00) copayment for each medical office visit and each prescription through December 31, 2014.

3388 2. **Co-Pay Program Effective January 1, 2015 for Current Retirees.**

3389 Effective January 1, 2015, a Current Retiree and his/her eligible dependents will have Retiree Health Plan coverage at a twenty dollar (\$20) copayment level, which includes \$20 medical office visits, \$20 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$10 generic/\$15 brand prescription (30-day supply maximum), etc. Additional information is described in the Appendix C. Any changes to the active employee copayments on or after January 1, 2015 will also be implemented for the retiree and his/her eligible dependents and survivors.

3390 Paragraphs 3391 through 33107 describe eligibility, Medicare coordination, out-of-area, out-of-region and survivor benefit rules for Current Retirees.

- 3391 C. **Retiree Health Plan Coverage for Current Retirees**
- 3392 1. **Retirement Prior to Age Sixty-Five (65)**
- 3393 A Current Retiree who retires under the Early Retirement provision of the Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP) is eligible for the Employer-paid Retiree Health Plan coverage at age sixty-five (65). A retiree who had ten (10) years of service preceding January 1, 1990 is eligible for Employer-paid Retiree Health Plan Coverage at his/her Early Retirement date.
- 3394 2. **Retirement At or After Age 65 for Current Retirees**
- 3395 A Current Retiree who is age sixty-five (65) or older at retirement is eligible for the Employer-paid Retiree Health Plan coverage at his/her retirement date.
- 3396 3. **Disability Retirement for Current Retirees**
- 3397 A Current Retiree who retires under the Disability Retirement provisions of the KPSCSSPP and has ten (10) or more years of service is eligible for the Employer-paid Retiree Health coverage.
- 3398 4. **Survivor Health Plan Coverage for Current Retirees**
- 3399 a. In the event a Current Retiree, who has commenced retiree Health Plan coverage, dies, Employer-paid Health Plan coverage will continue for the spouse/domestic partner until remarriage/recommitment or death, and will continue for eligible children until age twenty-six (26).
- 33100 b. In the event a Current Retiree, who has met the eligibility requirements for Employer-paid retiree Health Plan dies, Kaiser Foundation Health Plan Employer-paid retiree medical Coverage will commence for the spouse/eligible domestic partner when said Current Retiree would have been eligible to commence coverage if he/she were alive, and will continue until remarriage/recommitment or death; and coverage for eligible children will commence when said Current Retiree would have been eligible to commence coverage, and will continue until age twenty-six (26).
- 33101 c. If an active employee who is at least age 55 with at least 15 years of service dies before January 1, 2017, Health Plan coverage will commence for his/her spouse or domestic partner and eligible children when the employee would have been eligible to commence coverage, and will continue for the spouse/eligible domestic partner until remarriage/recommitment or death, and will continue for eligible children until age twenty-six (26).
- 33102 d. A Current Retiree who retired under the Early Retirement provision of the Kaiser Permanente Retirement Plan (KPRP) remains eligible for the Employer-paid Health Plan Coverage at age sixty-five (65). Early retirees who have ten (10) years of service

preceding January 1, 1990 remain eligible for Employer-paid Health Plan Coverage at their Early retirement date.

- 33103 e. A Current Retiree who retired under the Normal or Postponed retirement provisions of the KPRP and had fifteen (15) years or more years of service remains eligible for the Employer-paid Health coverage.
- 33104 f. The Employer shall provide Health Plan Coverage to the spouse or domestic partner of a Current Retiree who has met the eligibility requirements.
- 33105 g. The Employer shall provide Health Plan Coverage for the “Special Dependent” children of eligible Current Retiree for the lifetime of the Current Retiree.

33106 **D. Health Plan Coverage Coordinated with Medicare for Current Retirees**

- 33107 1. The Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to an eligible Current Retiree and/or his/her spouse or eligible domestic partner who becomes eligible for Medicare at the time of Normal or Postponed retirement or when first eligible after Early retirement. Should the Current Retiree and/or spouse or eligible domestic partner elect non-enrollment or to disenroll in the current Medicare coordinated Health Plan Coverage program, the retiree must pay the difference between the Employer’s cost for the Medicare Coordinated program and the non-Medicare coordinated Coverage premiums.
- 33108 2. In the event there are any changes in the Social Security Medicare laws which affect the Employer's Medicare reimbursement, the Employer retains the right to contact the Union to commence negotiations relative to the retiree Health Plan benefit.

33109 **E. Medical Coverage Outside of the Southern California Region and Outside of all Regions for Current Retirees**

- 33110 The Employer will make available medical coverage for a Current Retiree and eligible dependents who reside outside of the Southern California Health Plan service area.
- 33111 For a Current Retiree who is eligible for Employer-paid Retiree Health Plan and who moves to another Kaiser Permanente Region, the Current Retiree will be required to participate in the Kaiser Foundation Health Plan coverage available in that region, referred to as the Out of Region plan. The Current Retiree, spouse or domestic partner, will be required to assign Medicare, when applicable.
- 33112 For a Current Retiree who is eligible for Employer-paid Retiree Health Plan and who moves to an area not served by Kaiser Permanente, the Out of Area plan is available. The Current Retiree also has the option of maintaining his/her Southern California Kaiser Permanente Retiree Health Plan. The Current Retiree, spouse or domestic partner, will be required to coordinate with Medicare, when applicable. Premiums for the Alternate Medical will not exceed premiums for Kaiser Health Plan Coverage.

33113 A Current Retiree who reestablishes residence within the service area will be returned to the available Kaiser Foundation Health Plan Coverage within sixty (60) days of written notification of return to the Southern California Health Plan service area.

33114 **Section 6 - Life Insurance for Current Retirees**

33115 Each Current Retiree who retires at age fifty-five (55) or older with fifteen (15) years or more of service and was regularly scheduled to work thirty-two (32) hours or more per week and had the Employer-paid life insurance coverage at the time of retirement, Kaiser Permanente will provide the employee with Employer-paid Retiree Life Insurance in the amount of \$2,000.

33116 **Section 7 – Plan Documents**

33117 Coverage, limitations and exclusions of the foregoing Health and Welfare plans for retirees are established and governed by the Employer’s service agreements with the respective providers and insurance carriers, and Plan Documents.

3400 **ARTICLE XXXIV – LEAVES OF ABSENCE**

3401 **Section 1 - Unpaid Leaves of Absence**

3402 A. **Eligibility**

3403 A Full-time and Part-time employee must have at least six (6) months of employment in order to be eligible for a leave of absence without pay. The six-month eligibility requirement is waived for purposes of Military Leave, for Medical Leave of Absence in cases of disabilities related to pregnancy, or Occupational Injury or Illness Leave.

3404 B. **Written Requests for a Leave of Absence**

3405 An employee’s request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request.

3406 C **Conformity to Laws and Regulations.**

3407 No provision of this Article shall be deemed a waiver of any right or privilege an employee is entitled to under Federal, State or local law or regulation.

3408 D. **Federal Family and Medical Leave Act/California Family Rights Act**

3409 1. **Employer Compliance**

3410 The Employer will comply with the provisions of the California Family Rights Act (CFRA) and with the provisions of the Federal Family and Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the

Pregnancy Disability Leave Regulations (PDL). Any alleged violation of this Paragraph must be pursued under the procedures provided by the relevant statute.

2. **Duration of Leave**

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

3. **Benefits Continuation While on Family and Medical Leave/Pregnancy Disability (FMLA/CFRA)**

Health Plan, Dental Plan and Alternate Mental Health coverage will be continued at Employer expense for the entire duration of an approved FMLA or Pregnancy Disability Leave. Employer-paid Group Life Insurance, Earned Time Off and Extended Sick Leave accruals will continue for one month following commencement of the unpaid leave. If the unpaid portion of the FMLA/CFRA/Pregnancy Disability Leave is longer than 60 days, the Leave Accrual Date will be adjusted beginning with the 31st day of the unpaid leave. An employee who exchanged benefits for ACP participation shall not have coverage or accruals during the Family Leave. If an employee elects to continue employee-purchased Optional Life Insurance, during the unpaid portion of FMLA/CFRA/Pregnancy Disability leave, he/she must make arrangements to continue paying for this benefit.

E. **Personal Leave**

1. **At the Discretion of the Employer**

Leaves of absence without pay for emergency situations and/or personal reasons may be granted to employees at the discretion of the Employer. Such leaves of absence shall not be in excess of thirty (30) days, but may be extended beyond that time.

2. **Benefits Continuation While on a Personal Leave**

Health Plan Coverage (including Alternate Mental Health), dental coverage and Employer-paid group life insurance during an authorized leave of absence will be paid by the Employer for a period not to exceed thirty (30) days, provided three (3) calendar months elapse between incidents of application. An employee on a Personal Leave is eligible for benefit accruals of accrued Earned Time Off and Extended Sick Leave for one (1) month. An employee who exchanged benefits for ACP participation shall not have coverage or accruals during the Family Leave. An employee may also extend any employee-purchased coverage at his or her own expense.

3420 3. **Health Plan for Personal Leaves Exceeding Thirty (30) Days**

3421 If an approved Personal Leave of Absence continues for more than 30 days, an employee
may continue the Health Plan and other coverage at his/her own expense.

3422 F. **Medical Leave**

3423 1. **Duration of Leave**

3424 Medical leaves of absence without pay for non-work-related medical disabilities, including
conditions related to pregnancy, shall be granted for the period of disability, provided that
a physician's certification is submitted setting forth the anticipated length of such
disability. Medical leaves of absence shall not normally exceed one hundred twenty (120)
calendar days for those employees with less than three (3) years of service and one (1) year
for employees with three (3) or more years of service. If an employee is also eligible for
FMLA/CFRA/Pregnancy Disability Leave, the FMLA/CFRA/Pregnancy Disability Leave
and the Medical Leave will run concurrently in determining the maximum Medical Leave
of Absence.

3425 If an employee takes a Medical Leave of Absence, returns to work and returns to a Medical
Leave of Absence within ninety (90) days, the leave is treated as one continuous leave
subject to the maximum limit.

3426 If an employee takes a Medical Leave of Absence, returns to work for a period of at least
ninety (90) days, then returns to a Medical Leave of Absence, the leave is treated as a new
leave subject to the maximum limit.

3427 2. **Waiving of ESL Usage**

3428 For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to
the exhaustion of ESL if ESL usage is waived.

3429 3. **Use of ETO**

3430 An employee who is on a Medical Leave of Absence, may still request to use any accrued
ETO hours, provided the request is made fourteen (14) days prior to utilizing any accrued
ETO hours. A request to immediately elect to use all or a portion of accrued and unused
ETO hours must be made fourteen (14) days prior to the exhaustion of ETO. ETO hours
requested after the commencement of a Medical Leave may provide additional income
only; leave duration dates are not extended or changed.

3431 4. **Return to Work**

3432 If an employee is unable to return to work by the date specified by the physician, he/she
will be required to furnish another certification setting forth the new anticipated return date.

3433 An employee who exhausts the allowed maximum period for a Medical Leave of Absence
and has not returned to work will be terminated unless an extension is required as a

reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.

3434 A Medical Leave of Absence will expire in less than the maximum period, once the employee is released to return to work by his or her physician and can perform his or her pre-disability job with or without reasonable accommodation.

3435 An employee on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

3436 5. **Benefits Continuation While on a Medical Leave**

3437 Health Plan (including vision, mental health services and prescription drugs), Dental Plan, Alternate Mental Health, and Employer-paid Life Insurance shall continue at Employer expense for the entire duration of an approved Medical Leave, up to the maximum period of an approved Medical Leave of Absence, provided three (3) calendar months elapse between incidents of application. Employees on a Medical Leave are eligible for benefit accruals of accrued ETO and Extended Sick Leave for one (1) month. An employee who exchanged benefits for ACP participation shall not have coverage or accruals during the Family Leave.

3438 If the Employer allows an employee to remain on unpaid leave beyond the one hundred twenty (120) day or one (1) year maximum Medical Leave of Absence, the employee may continue the Health Plan and other benefits coverage at his or her own expense.

3439 G. **Occupational Injury or Illness Leave**

3440 1. **Eligibility**

3441 Commencing on the first day of employment, for those absences covered by Workers' Compensation, an employee will be eligible for an Occupational Injury or Illness Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician(s) up to a maximum of two (2) years.

3442 2. **Use of ESL and ETO**

3443 An Occupational Injury or Illness Leave of Absence shall commence after the exhaustion of ESL hours, and if elected, immediately-converted ETO hours. An Occupational Injury or Illness Leave of Absence may also commence prior to exhaustion of ESL hours if the employee elects not to use ESL hours or waives Workers' Compensation integration. Prior to the commencement of the Occupational Injury or Illness Leave of Absence, an employee may request to elect ETO hours to delay the commencement of an Occupational Injury or Illness Leave of Absence. An employee must submit such requests fourteen (14) days prior to exhaustion of Sick Leave. ETO hours will be credited in forty (40) hour increments.

3444 3. **Duration**

3445 The Occupational Injury or Illness Leave will expire in less than two (2) years if the employee is no longer disabled and can perform his or her pre-disability job or a comparable job, within the meaning of the California Workers' Compensation Act, with or without a reasonable accommodation. If there is uncontroverted medical evidence that an employee is permanently disabled and cannot perform his or her pre-disability job with or without reasonable accommodation, the Occupational Injury or Illness Leave will expire after exhaustion of the interactive process job search (generally ninety (90) days).

3446 4. **Return to Work**

3447 The Employer will place an employee released to return to work from an Occupational Injury or Illness Leave without medical restrictions in his/her former or comparable position at his/her regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the employee actively returns to work.

3448 The Employer will place an employee released to return to work from an Occupational Injury or Illness Leave on a temporarily restricted basis in his/her usual job classification, at his/her regular rate of pay, provided the employee can perform the essential functions of the job, with reasonable accommodations. In situations where an employee is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the employee will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his/her usual job, at his/her regular rate of pay. Any such temporarily modified duty assignment will not exceed ninety (90) days.

3449 The Employer will place an employee released to return to work from an Occupational Injury or Illness Leave on a permanently restricted basis in his/her usual job classification, at his or her regular rate of pay, provided the employee is capable of performing the essential functions of the job, with or without reasonable accommodation. If the employee is unable to perform his/her job, the Employer will engage in an interactive process, as that term is defined in Title 2 of the California Code of Regulations, section 7293.6(j), with the employee during which the employee has the opportunity to bid on any job vacancy that he or she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Injury or Illness Leave will expire at the end of the interactive job search process: either upon the employee's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Injury and Illness Leave shall be extended throughout any period of temporary disability.

3450 Occupational Injury or Illness Leave of Absence shall be extended throughout any period of temporary disability or permanent disability for a period not to exceed ninety (90) days after the employee has been awarded a permanent disability by the Workers' Compensation Appeals Board.

3451 Upon release from the treating physician(s) for an Occupational Injury or Illness Leave,
the Employer may request that the employee provide a return-to-work authorization
3452 containing the name of the physician, physician's signature, clarification of any functional
limitations, and date released to return to work, in sufficient time to allow the Employer to
make an appropriate determination of the jobs the employee can perform, and the need for
reasonable accommodation, if any.

3452 5. **Benefits Continuation While on a Occupational Injury or Illness Leave**

3453 Health Plan Coverage (including vision and mental health services and prescription drugs),
Dental Plan and Employer-paid Group Life Insurance Coverage will be continued at
Employer expense up to the maximum period of an approved Occupational Leave of
Absence. An employee may also extend any employee-purchased coverage at his or own
expense.

3454 If the Employer allows an employee to remain on unpaid leave beyond the two-year
maximum Occupational Injury or Illness Leave of Absence, the employee may continue
the Health Plan and other coverage at his or her own expense

3455 An employee participating in the ACP shall not have benefits continuation during the
Occupational Injury or Illness Leave of Absence.

3456 H. **Parental Leave**

3457 Effective 1/1/2015 Parental Leaves of absence without pay will be eliminated. Such leaves
shall commence on the date of arrival of a natural or adopted child. In the case of a natural
child, such leave may commence thirty (30) days prior to the expected arrival date. Parental
Leaves will not extend beyond sixty (60) days from the date of arrival of the child.

3458 I. **Personal Time Off**

3459 An employee may request personal time off without pay for up to a maximum of five (5)
calendar days. 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.

3460 J. **Military Leave**

3461 An employee will be afforded the opportunity to take a Military Leave of Absence in
accordance with the provisions of Uniformed Services Employment and Reemployment Rights
Act (USERRA), as amended and other applicable statutes. Any alleged violation of this
paragraph must be pursued under the provisions of the relevant statutes.

3462 The Employer agrees that an employee on an extended military duty will have his or her ETO,
ESL and other benefits restored upon reinstatement in accordance with the applicable statutes.

3463 In those cases where an employee is in a reserve status and serve an annual two week
commitment, an employee may request and receive ETO pay, for a Military Leave of Absence.

Prior to granting of Military Leave or ETO as referred to herein, the Employer may require an employee to submit a copy of the appropriate military orders.

3464 The Employer shall accord to each employee who applies for reemployment, after conclusion of his/her military service, such reemployment rights as he/she shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.

3465 K. **Leave of Absence, Notice of Intent to Return**

3466 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. However, a notice of two (2) weeks must be given by an employee to his/her Supervisor as a condition of reinstatement to a position. Such employees shall be reinstated to their former or comparable position in which they were employed prior to the leave of absence, unless conditions have changed to the extent that it is not possible to do so. In such a case, the Employer will place him/her in a position that is reasonably comparable to her/his original position with respect to hours, wages, benefits, etc. Additionally, the Employer will give such an employee consideration for placement into a like position when comparable vacancies occur.

3467 L. **Leave of Absence Leave Accrual Date**

3468 A leave of absence for sixty (60) days or less will not affect the Leave Accrual Date. A leave of absence of sixty-one (61) days or more will be deducted in its entirety from the Leave Accrual Date. An employee on an unpaid leave of absence is eligible to accrue Earned Time Off and Extended Sick Leave hours for a maximum of one month. An Occupational Leave of Absence, or a Military Leave shall not affect the Leave Accrual Date.

3500 **ARTICLE XXXV – EDUCATIONAL LEAVE**

3501 The Employer recognizes that a significant commitment must be made to the training and education of the workforce.

3502 A. **Eligibility**

3503 Upon completion of one (1) year of service, each Full-time employee will earn paid Educational Leave at the rate of five (5) days per year (forty [40] hours). Upon completion of one (1) year of service, each Part-time employee who is regularly scheduled to work a minimum of twenty (20) hours per week will earn prorated Educational Leave.

3504 B. **Provisions**

3505 Paid Educational Leave may be used on an employee's scheduled workday or day off.

3506 Educational Leave must be approved in advance by the Chief of Service and/or the Department Administrator and may be taken in full days or in hourly increments. Educational Leave may

be cumulative for a two (2) year period, up to a maximum of six days for full-time employees and five (5) days for a part-time employee scheduled twenty (20) hours or more per week.

3507 Requests for such leave shall be made in writing setting forth the details, i.e., dates, hours, subject, facility and purpose. An employee must furnish evidence of attendance to the Employer following completion of the course/program.

3508 When combining Educational Leave with Earned Time Off, if the time-off is granted, the Educational Leave hours will be supplemented with Earned Time Off hours to a maximum equal to the employee's total hours per week.

3509 C. **Education In-Service Programs**

3510 The Employer may provide in-service education programs, and where attendance is mandatory, the employee will be paid as time worked.

3511 Facilities may elect to provide on-site in-service or educational programs. Attendance at such will be voluntary and pay for attending will be deducted from the employee's Educational Leave account.

3512 All Areas will be encouraged to establish education committees consisting of Union and Management representatives. These committees will serve to address the educational needs of staff promoting quality patient care.

3513 At the employee's request, voluntary attendance at Regional Symposia may be deducted from the employee's Educational Leave account.

3514 D. **Employer Required Educational Programs**

3515 If an employee is directed by the Employer, in writing, to attend a designated course, she/he shall be reimbursed for course-related expenses and fees. Such expenses and fees must be approved in advance by her/his respective Chief of Service and Area Administrator. The employee will be paid as time worked.

3516 E. **Educational Unpaid Leave**

3517 Incidental unpaid time off for the purpose of attending educational programs shall be given consideration and may be granted at the sole discretion of the Employer.

3518 F. **Tuition Reimbursement**

3519 Full-time and Part-time employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth in the Employer's policy.

Tuition reimbursement may be used in conjunction with education leave by employees for courses to obtain or maintain licensure, degrees, and certification. Tuition reimbursement dollars may also be used for basic skills programs (e.g., computer, basic math, second language and medical terminology courses). In accordance with the Tuition Reimbursement Policy in

Southern California, tuition and continuing education reimbursement is offered at \$3,000 per calendar year for all benefit eligible employees scheduled to work twenty (20) hours per week or more and who have been employed for at least ninety (90) days.

Of the overall total annual reimbursement, employees may submit up to seven hundred fifty (\$750) for travel, room/lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education in order to advance skills and obtain or maintain position-required licensure, or certification, provided they are taken at an accredited institution, professional society, or governmental agency. This shall include obtaining required licensure for a position.

3520 Travel reimbursement is not available for college undergraduate or graduate degree programs.

3600 **ARTICLE XXXVI – JURY DUTY AND SUBPOENAS**

3601 **Section 1 – Pay for Jury Duty**

3602 Employees shall receive paid leave for jury duty for duration of such service.

3603 There will be no offset to employees' pay or collection of jury duty pay provided by the courts.

3604 **Section 2 – Judicial Procedure Arising out of Employment**

3605 Employees required to report for jury services or subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work. It is intended that both full and part-time employees will not suffer a loss of compensation for participation in jury services/qualifying appearances. For example, the employee may, with the agreement of the Employer work a shift or partial shift(s) in addition to time spent on jury services/qualifying appearances and shall be compensated for the additional time at the regular rate. Schedules will be modified by mutual agreement to minimize disruption of patient care and to avoid undue burden on the employee.

3606 **Section 3 – Scheduling During Jury Duty**

3607 Full-time employees, in the absence of mutual agreement, as outlined above, will be scheduled day shift hours on weekdays for a maximum of eight (8) hours per day. When a Full-time employee is released from jury service/qualifying appearance in sufficient time to return to work for a minimum of four (4) hours, she/he shall be required to do so.

3608 **Section 4 – Part-time Employees**

3609 Part-time employees shall receive pay for the number of hours regularly scheduled on the day of the jury service/qualifying appearance, for a maximum of eight (8) hours per day. In the event the Part-time employee is regularly scheduled to work more than eight (8) hours on the day of the jury service/qualifying appearance, then the schedule will be modified by mutual agreement. In the absence of such mutual agreement, the employee will return to work if the release time from jury service/qualifying appearance permits a minimum of four (4) work hours.

3700 **ARTICLE XXXVII – BEREAVEMENT LEAVE**

3701 **Section 1 – Eligible Employees Defined**

3702 Beginning the first day of the month after date of hire, health and welfare benefit-eligible employees are eligible for Bereavement Leave, unless the Bereavement Leave has been waived by participation in the Alternate Compensation Program.

3703 **Section 2 – Provisions**

3704 Eligible employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their spouse/domestic partner, the employee's immediate family members or the spouse's/domestic partner's immediate family members. Immediate family members are defined as:

- Parent/Step Parent/Parent In-Law/Step Parent In-Law/In loco Parentis
- Child/Step Child/Child In-Law/In loco Parentis Child/Legal Ward/Foster Child/Adopted Child/Step Child In-Law
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/ Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law
- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent/Grandparents In-Law
- Grandchildren/Step Grandchildren/Grandchildren In-Law
- Relative living in same household

3705 Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

3706 Eligible employees are paid Bereavement Leave for regularly scheduled days and hours.

3707 **Section 3 – Travel Provisions**

3708 Eligible employees will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more one way from employees' residences to attend funeral or memorial services.

3709 **Section 4 – Additional Time**

3710 Upon the death of eligible employees' spouse/domestic partner, parent or child, an additional seven (7) calendar days of Earned Time Off (ETO) or unpaid leave may be granted upon request. Employees may substitute Bereavement Leave when a death covered above occurs during the use of ETO, Extended Sick Leave or other paid leave time.

3711 **Section 5 – Non-Immediate Family Bereavement**

3712 When a request is made for time off following a significant death not covered by Bereavement
3713 Leave, such request will not be unreasonably denied.

3713 **Section 6 – Employer Guidelines**

3714 Bereavement Leave will be administered in accordance with the Employer’s guidelines. However,
if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

3800 **ARTICLE XXXVIII – ESTABLISHMENT OF A JOINT
PROFESSIONAL PRACTICES IMPROVEMENT COMMITTEE**

3801 A. **Professional Practices Improvement Steering Committee**

3802 1. **Composition**

3803 In order to enhance a collaborative environment in which patient care is provided and to
ensure ongoing communication between the Employer and its employees, the Union and
the Employer will establish a Joint Professional Practice Improvement Steering Committee
(“Steering Committee”). The Steering Committee will be composed of four (4)
management representatives appointed by the Employer and an equal number of bargaining
unit employees, selected by the Union from a cross section of behavioral health
specializations. There will be Union and Management co-chairs that will develop an
agenda for a quarterly meeting of the Steering Committee. The Steering Committee will
meet quarterly or more often by mutual agreement.

3804 2. **Representation by the Union Representative and Kaiser Labor Relations**

3805 A Union representative and Kaiser Labor Relations representative may participate in the
Steering Committee.

3806 3. **Ad Hoc Committees**

3807 Upon Mutual agreement, the Steering Committee will charter ad hoc Professional Practice
Improvement Committees to address the objectives delineated in Section B Objectives of
the Committee. The charter for any Professional Practice Improvement Committee will
include the area of focus, specific deliverables, timelines for completion, and the number
and necessary representatives from the list below.

3808 4. **Meetings**

3809 The Steering Committee will meet, depending on logistics and efficiency of time, face- to-
face or by interactive Webinar.

3810 5. Represented Areas May Include:

- a. Psychiatry
- b. Palliative Care, Home Health, Hospice
- c. Addiction Medicine
- d. Social Medicine
- e. Helpline, PET Team
- f. Learning and Counseling Center
- g. Regional Operations

3811 B. Objectives of the Committee

- a. Develop recommendations to maintain and enhance professional practice;
- b. Develop recommendations to meet key organization objectives;
- c. Develop recommendations and discuss strategies for improving the quality of patient care. Recommendation and strategies may include quality matrix, use of clinical outcomes tools, clinical case review practices, treatment plans, duration of treatment and utilization of multiple treatment modalities;
- d. Develop recommendations and strategies for improving the quality of service to patients. Recommendations may include strategies for addressing “Member Concerns” and “Patient Satisfaction”;
- e. Develop recommendations for improving patient access. Recommendations may include strategies on how to reduce Net Loss, forecast staffing needs for patient demands and address workflow efficiencies within a department; and
- f. Additional subjects/topics as requested and mutually agreed upon by the parties.

3812 C. Committee Procedures

3813 The Committee will have the right to establish its own rules and procedures. However, the duties and functions of the committee shall not abridge any rights the employee or Employer has under the Collective Bargaining Agreement.

3814 D. Information for Work of the Committee

3815 The Employer and employees will provide relevant information to the applicable chartered Committee so that it can accomplish its objectives.

3816 E. Local Work Groups

3817 Departments covered by this Agreement will establish their own Local Professional Practice Improvement Committees (LPPICs), subject to guidelines established by the Regional Professional Practices Improvement Committee (RPPIC). All committee members will be offered training in Interest Based Problem Solving and Consensus Decision Making.

3818 F. Compensation for Attendance at Committee Meetings

3819 Employees attending Professional Practice Improvement Committee will have no reduction in pay as a result of their participation in meetings.

3900 **ARTICLE XXXIX – CONFORMITY TO LAW**

3901 If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of this Agreement shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating only the provision(s) so invalidated.

4000 **ARTICLE XL – GENERAL BENEFIT COVERAGE PROVISIONS**

4001 The language in this Agreement is intended to provide a summary of the benefits available. A more detailed description is provided in the Employees Benefit Handbook/Summary Plan Description.

4002 Disputes are governed by the Employer's contract with the insurance companies or the Retirement Plan Document. Coverage, limitations and exclusions of the foregoing Health Plan, Dental Plan, Life Insurance Plan, Disability Plan and Pension Plan are established by the Employer's agreements with the insurance carriers, Service Agreements with providers or the Pension Plan documents.

4100 **ARTICLE XLI – DURATION OF AGREEMENT**

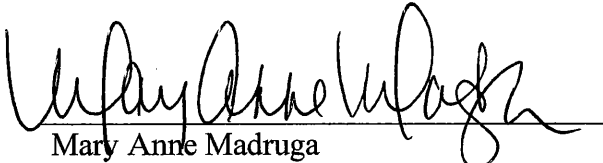
4101 This Agreement shall become effective October 1, 2018 and shall remain in effect through September 30, 2021. It shall continue from year to year thereafter unless amended, modified, changed or terminated.

4102 Either Party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.

4103 Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

SOUTHERN CALIFORNIA REGION
Kaiser Foundation Hospitals
Southern California Permanente Medical Group

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this June 10, 2020.



Mary Anne Madruga
Sr. Labor Relations Representative

/S/ Annie Russell
Annie Russell

/S/ Edward M. Ellison
Edward M. Ellison

/S/ Julie Miller-Phipps
Julie Miller-Phipps

/S/ Frank Hurtarte
Frank Hurtarte

/S/ Richard D. Rosas
Richard D. Rosas

/S/ Teresa P. Marinkovich
Teresa P. Marinkovich

/S/ Charles W. Norris
Charles W. Norris

/S/ Tracey Bush
Tracey Bush

/S/ Sylvia Everroad
Sylvia Everroad

/S/ Tina Han
Tina Han

/S/ Dawn Gillam
Dawn Gillam

/S/ Jessica Grimes
Jessica Grimes


/S/ Ellise Taylor-Brebes
Ellise Taylor-Brebes

/S/ Mary Machado
Mary Machado

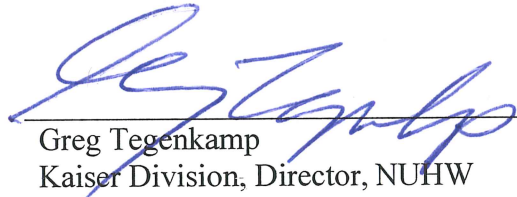
/S/ Lillian Lim
Lillian Lim

**NATIONAL UNION OF HEALTH CARE WORKERS
KAISER PSYCH-SOCIAL CHAPTER**

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this June 10, 2020.



Sal Rosselli
President, NUHW 12/15/2020



Greg Tegenkamp
Kaiser Division, Director, NUHW

/S/ Mark Land-Ariizumi
Mark Land-Ariizumi

/S/ Susan Whitney
Susan Whitney

/S/ Emily Graham
Emily Graham

/S/ Elizabeth White
Elizabeth White

/S/ Jim Clifford
Jim Clifford

/S/ Tanya Veluz
Tanya Veluz

/S/ Marci Melnick
Marci Melnick

/S/ Rosie Nunez
Rosie Nunez

/S/ Karen Oman
Karen Oman

/S/ Jared Garcia
Jared Garcia

/S/ Molly Miller
Molly Miller

/S/ Marty Needleman
Marty Needleman

/S/ Jennifer Swinford
Jennifer Swinford

/S/ Kelly Cruz
Kelly Cruz

/S/ Jody Forter
Jody Forter

/S/ Jennifer Harber
Jennifer Harber

/S/ Vicki Hoskins
Vicki Hoskins

/S/ Vicki McDonald
Vicki McDonald

/S/ Anne Rose
Anne Rose

/S/ Candace Bivona
Candace Bivona

/S/ Danielle Jones
Danielle Jones

APPENDIX A – SCHEDULE OF RATES: WAGES

PAY ID MASTER
UNION CODE B11

NUHW - PSYCH-SOCIAL WORKERS, (EXCEPT SAN DIEGO) BASE

JOB TITLE	JOB CODE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 05 STEP 2 1 YEAR	PAY ID 08 STEP 3 2 YEAR	PAY ID 09 STEP 4 3 YEAR	PAY ID 10 STEP 5 4 YEAR	PAY ID 11 STEP 6 5 YEAR	PAY ID 12 STEP 7 6 YEAR	PAY ID 13 STEP 8 7 YEAR	PAY ID 16 STEP 9 10 YEAR	PAY ID 21 STEP 10 15 YEAR
CDRC III CDRC III -M	16565 65337	Q1	03	41.542	43.624	45.806	48.100	50.507	53.031	55.685	58.472	60.228	62.640
BEHAVL HLTH NRS CASE MGR	66522												
BEHAVIORAL HEALTH CASE MGR -	65335												
M BEHAVIORAL HEALTH CASE MGR	66523												
PSYCHIATRIC SOCIAL WORKER	66536												
Psych Social Worker-PT/Hrly	65345												
PSYCHIATRIC SOCIAL WORKER -M	65336												
Psych Social Wkr-M-PT/Hrly	65346												
PSYCHIATRIC ASSOCIATE	66538												
CHILD DEVELOPMENT SPECIALIST	66552												
MEDICAL SOCIAL WKR III	66553												
MED SOCIAL WORKER 3 LCSW-PT/Hrly	65342												
PSYCHOLOGIST	66532	Q1	04	53.477	56.152	58.962	61.915	65.016	68.268	71.679	75.267	77.527	80.633
CDRC I SocWkAssoc	16564 66534	Q1	05	33.182	34.851	36.612	38.445	40.371	42.388	44.511	46.736	48.139	50.067
SocWkAssocPreTeachr	65359												
SocWkAssocOtrchCoord	65360												
SocWkAssocMathEductr	65361												
MED SOCIAL WORKER I	66546												
MED SOCIAL WORKER I-PT/Hrly	65343												
CDRC II CDRC II (MFT Intern or ASW) CDRC II (MFT Intern or ASW) - PT	16562 TBD TBD	Q1	06	37.672	39.569	41.559	43.641	45.824	48.124	50.522	53.053	54.649	56.837
PSYCHOLOGICAL ASSISTANT	36784												
EDUCATIONAL THERAPIST	66540												
Educational Therapist-PT/Hrly	65347												
MEDICAL SOCIAL WORKER II MED	66548												
SOCIAL WORKER II-PT/Hrly	65341												
PSYCHIATRIC COUNSELOR -MED	60135												
SOCIAL WORKER II (ASW) -MED	65356												
SOCIAL WORKER II - PT (ASW)	65358												
CLINICAL NURSE SPECIALIST	12782	Q1	07	52.182	54.798	57.538	60.425	63.447	66.622	69.956	73.454	75.656	78.686
PSYCHIATRIC NURSE COUNSELOR	56196												
PSYCHIATRIC RN Psychiatric RN-PT/Hrly_	56195 65344	Q1	08	50.542	54.586	57.315	60.181	62.589	65.091	67.369	69.559	71.820	73.687

¹ NEW CLASSIFICATIONS EFFECTIVE 11/14/2008

² NEW CLASSIFICATIONS EFFECTIVE 11/21/2016

³ NEW CLASSIFICATIONS EFFECTIVE 01/11/2018

⁴NEW CLASSIFICATIONS EFFECTIVE 12/17/2015

11/10/17 Deleted inactive job code 65334, Health Connect Coordinator. Approved by Chuck N.

PAY ID MASTER
UNION CODE B11

NUHW - PSYCH-SOCIAL WORKERS, (EXCEPT SAN DIEGO)
PER DIEM

JOB TITLE	JOB CODE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 05 STEP 2 1 YEAR	PAY ID 08 STEP 3 2 YEAR	PAY ID 09 STEP 4 3 YEAR	PAY ID 10 STEP 5 4 YEAR	PAY ID 11 STEP 6 5 YEAR	PAY ID 12 STEP 7 6 YEAR	PAY ID 13 STEP 8 7 YEAR	PAY ID 16 STEP 9 10 YEAR	PAY ID 21 STEP 10 15 YEAR
CDRC III	10003	Q3	37	49.850	52.349	54.967	57.720	60.608	63.637	66.822	70.166	72.274	75.168
CDRC III -M	65340												
BEHAVL HLTH NRS CASE MGR	60041												
BEHAVIORAL HEALTH CASE MGR -M	65338												
BEHAVIORAL HEALTH CASE MGR	60037												
PSYCHIATRIC SOCIAL WORKER	60057												
PSYCHIATRIC SOCIAL WORKER -M	65339												
PSYCHIATRIC ASSOCIATE	60053												
CHILD DEVELOPMENT SPECIALIST	60045												
MEDICAL SOCIAL WKR III	60049												
PSYCHOLOGIST	60061	Q3	38	64.172	67.382	70.754	74.298	78.019	81.922	86.015	90.320	93.032	96.760
CDRC I	10007	Q3	39	39.818	41.821	43.934	46.134	48.445	50.866	53.413	56.083	57.767	60.080
SOCIAL WORKER ASSOCIATE	60071												
MEDICAL SOCIAL WORKER I	60067												
CDRC II	10011	Q3	40	45.206	47.483	49.871	52.369	54.989	57.749	60.626	63.664	65.579	68.204
CDRC II (MFT Intern or ASW) - PD	TBD												
PSYCHOLOGICAL ASSISTANT	30016												
EDUCATIONAL THERAPIST	60075												
MEDICAL SOCIAL WORKER II -MED	60079												
SOCIAL WORKER II - PD (ASW)	65357												
PSYCHIATRIC COUNSELOR	60137												
CLINICAL NURSE SPECIALIST	10015	Q3	41	62.618	65.758	69.046	72.510	76.136	79.946	83.947	88.145	90.787	94.423
PSYCHIATRIC NURSE COUNSELOR	50276												
PSYCHIATRIC RN	50205	Q3	42	60.650	65.503	68.778	72.217	75.107	78.109	80.843	83.471	86.184	88.424

1 NEW CLASSIFICATIONS EFFECTIVE 11/14/2008

2 NEW CLASSIFICATIONS EFFECTIVE 12/17/2015

**PAY ID MASTER
UNION CODE B14**

NUHW - PSYCH SOCIAL WORKERS, SAN DIEGO - BASE

JOB TITLE	JOB CODE	SAL PLAN	SAL SAL GRADE	SAL SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 05 STEP 2 1 YEAR	PAY ID 08 STEP 3 2 YEAR	PAY ID 09 STEP 4 3 YEAR	PAY ID 10 STEP 5 4 YEAR	PAY ID 11 STEP 6 5 YEAR	PAY ID 12 STEP 7 6 YEAR	PAY ID 13 STEP 8 7 YEAR	PAY ID 16 STEP 9 10 YEAR	PAY ID 21 STEP 10 15 YEAR
PSYCHOSOCIAL CLINICIAN I PSYCHOSOCIAL COUNSELOR	66535 66563	29	U1	5/4/2020* 10/5/2020	36.933 37.672	38.793 39.569	40.744 41.559	42.785 43.641	44.925 45.824	47.180 48.124	49.531 50.522	52.013 53.053	53.577 54.649	55.723 56.837
PSYCHOSOCIAL CLINICIAN II PSYCHOSOCIAL COUNSELOR II	66531 66564	29	U2	5/4/2020* 10/5/2020	40.727 41.542	42.769 43.624	44.908 45.806	47.157 48.100	49.517 50.507	51.991 53.031	54.593 55.685	57.325 58.472	59.047 60.228	61.412 62.640
PSYCHOLOGIST	60063	29	U3	5/4/2020* 10/5/2020	52.428 53.477	55.051 56.152	57.806 58.962	60.701 61.915	63.741 65.016	66.929 68.268	70.274 71.679	73.791 75.267	76.007 77.527	79.052 80.633
PSYCHOSOCIAL CLINICIAN III PSYCHOSOCIAL COUNSELOR III	66530 66565	29	U4	5/4/2020* 10/5/2020	45.804 46.720	48.102 49.064	50.507 51.517	53.035 54.096	55.693 56.807	58.479 59.649	61.402 62.630	64.477 65.767	66.413 67.741	69.073 70.454
PSYCHOSOCIAL ADVICE NURSE	66528	29	V3	5/4/2020* 10/5/2020	48.079 49.041	50.488 51.498	53.013 54.073	55.673 56.786	58.459 59.628	61.385 62.613	64.453 65.742	67.681 69.035	69.710 71.104	72.503 73.953
PSYCHIATRIC NURSE, R.N.	66529	29	V4	10/8/2018 10/7/2019 5/4/2020 10/5/2020	44.777 45.673 49.070 50.542	47.022 47.962 52.996 54.586	49.371 50.358 55.646 57.315	51.849 52.886 58.428 60.181	54.445 55.534 60.766 62.589	57.166 58.309 63.195 65.091	60.025 61.226 65.407 67.369	63.032 64.293 67.533 69.559	64.920 66.218 69.728 71.820	67.522 68.872 71.541 73.687

*Rates displayed reflect the 2018 and 2019 ATB. Please refer to the agreement for additional detail.

**PAY ID MASTER
UNION CODE B14**

NUHW - PSYCH SOCIAL WORKERS, SAN DIEGO - PER DIEM 20%

JOB TITLE	JOB CODE	SAL PLAN	SAL GRADE		PAY ID 01 STEP 1 START	PAY ID 05 STEP 2 1 YEAR	PAY ID 08 STEP 3 2 YEAR	PAY ID 09 STEP 4 3 YEAR	PAY ID 10 STEP 5 4 YEAR	PAY ID 11 STEP 6 5 YEAR	PAY ID 12 STEP 7 6 YEAR	PAY ID 13 STEP 8 7 YEAR	PAY ID 16 STEP 9 10 YEAR	PAY ID 21 STEP 10 15 YEAR
PSYCHOSOCIAL CLINICIAN I	66526	09	U8	5/4/2020*	44.320	46.552	48.893	51.342	53.910	56.616	59.437	62.416	64.292	66.868
PSYCHOSOCIAL COUNSELOR I	60083			10/5/2020	45.206	47.483	49.871	52.369	54.989	57.749	60.626	63.664	65.579	68.204
<hr/>														
PSYCHOSOCIAL CLINICIAN II	60084	09	U5	5/4/2020*	48.872	51.323	53.890	56.588	59.420	62.389	65.512	68.790	70.856	73.694
PSYCHOSOCIAL COUNSELOR II	60086			10/5/2020	49.850	52.349	54.967	57.720	60.608	63.637	66.822	70.166	72.274	75.168
<hr/>														
PSYCHOLOGIST	66527	09	U7	5/4/2020*	62.914	66.061	69.367	72.841	76.489	80.315	84.329	88.549	91.208	94.862
				10/5/2020	64.172	67.382	70.754	74.298	78.019	81.922	86.015	90.320	93.032	96.760
<hr/>														
PSYCHOSOCIAL CLINICIAN III	60087	09	U6	5/4/2020*	54.965	57.722	60.608	63.642	66.832	70.175	73.682	77.372	79.696	82.888
PSYCHOSOCIAL COUNSELOR III	60089			10/5/2020	56.064	58.877	61.820	64.915	68.168	71.579	75.156	78.920	81.289	84.545
<hr/>														
PSYCHOSOCIAL ADVICE NURSE	60085	09	V2	5/4/2020*	57.695	60.586	63.616	66.808	70.151	73.662	77.344	81.217	83.652	87.004
				10/5/2020	58.849	61.798	64.888	68.143	71.554	75.136	78.890	82.842	85.325	88.744
<hr/>														
PSYCHIATRIC NURSE, R.N.	60082	09	V4	10/8/2018	53.732	56.426	59.245	62.219	65.334	68.599	72.030	75.638	77.904	81.026
				10/7/2019	54.808	57.554	60.430	63.463	66.641	69.971	73.471	77.152	79.462	82.646
				5/4/2020	58.884	63.595	66.775	70.114	72.919	75.834	78.488	81.040	83.674	85.849
				10/5/2020	60.650	65.503	68.778	72.217	75.107	78.109	80.843	83.471	86.184	88.424

*Rates displayed reflect the 2018 and 2019 ATB. Please refer to the agreement for additional detail.

The following is intended as a brief description of the basic qualifications of each position as it currently exists and is for informational purposes only. A comprehensive listing of the duties and qualifications for each position is contained in the job postings and job descriptions.

Job Code	Job Title	Description
56195 50205 (PD) 66529(SD) 60082 (SD PD)	Psychiatric RN	Graduate from an accredited Nursing School and current CA RN License; BSN preferred. Minimum one (1) year recent (within the last three (3) years) RN Psychiatric experience.
66523 60037 (PD)	Behavioral Health Case Mgr (LCSW)	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Current and valid LCSW or LMFT license issued by the State of California Board of Behavioral Sciences. Minimum 2 years recent experience in case management and working with community resources.
65335 65338 (PD)	Behavioral Health Case Mgr – M (LMFT)	
66536 60057 (PD) 66531 (SD) 60084 (PD SD)	Psychiatric Social Worker (LCSW)	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Current and valid LCSW or LMFT license issued by the State of California Board of Behavioral Sciences. Minimum 2 years recent experience in case management
65336 65339 (PD) 66564 (SD) 60086 (SD PD)	Psychiatric Therapist (LMFT)	
66530 (SD) 60087 (SD PD)) 66565 (SD) 60089 (SD PD)	Psychiatric Social Worker III LCSW – (SD Only) Psychiatric Therapist III LMFT – (SD Only)	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Current and valid LCSW or LMFT license issued by the State of California Board of Behavioral Sciences. Experience in crisis intervention and/or emergency department setting required. As part of the Psychiatric Emergency Team, this position provides psychiatric assessments in the Emergency Department.
66532 60061 (PD) 60063 (SD) 66527 (SD PD)	Psychologist	Doctorate degree from an APA accredited program with specialization in a field of clinical or counseling psychology; current license as a Psychologist by the California Board of Psychology. Minimum 2 years of relevant clinical experience. Internship in an APA approved program preferred.

Job Code	Job Title	Description
16564 10007 (PD)	CDRC I	Bachelor's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. A California State certificate in Alcohol and Drug Studies preferred.
16562 10011 (PD)	CDRC II	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. (Applicable to employees hired prior to effective date of The Agreement).
New Job Codes TBD	CDRC II	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. Registered as MFT intern or Associate Clinical Social Worker (ASW) with California Board of Behavioral Sciences is required.
16565 10003 (PD) 65337 65340 (PD)	CDRC III (LCSW) CDRC III – M (LMFT)	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. Current and valid LCSW or LMFT license issued by the State of California Board of Behavioral Sciences.
66546 60067 (PD)	Med Soc Worker I	Bachelor's Degree in Social Work, Psychology, Sociology or other field related to social services. One year of experience as a social worker in an acute care medical center preferred.
66548 60079 (PD)	Med Soc Worker II	Master's Degree in Social Work. One-year experience and/or MSW clinical internship in a medical setting required. (Applicable to employees hired prior to December 17, 20).
New Job Codes TBD	Med Soc Worker II	Master's Degree in Social Work. One-year experience and/or MSW clinical internship in a medical setting required. Registered as Associate Clinical Social Worker (ASW) with California Board of Behavioral Sciences is required.

Job Code	Job Title	Description
60135 60137 (PD) 66535 (SD) 66526 (SD PD) 66563 (SD) 60063 (SD PD)	Psychiatric Counselor (MSW or MA/MS)	Master Degree in Social Work, Psychology, Sociology or other field related to behavioral health. One year supervised field experience in a clinical setting required. Registered as MFT intern or Associate Clinical Social Worker (ASW) with California Board of Behavioral Sciences is required.
66534 60071 (PD)	Social Worker Associate	Bachelor's Degree I Human Services or related field. Minimum two years experience in planning, implementing and/or facilitating service and behavioral health programs.
TBD	Social Worker Associate-Certified Preschool Teacher (Watts Counseling & Learning Center)	Bachelor's Degree in Child Development or Early Childhood Education. Must meet the requirements of both the licensing agency, the California Department of Social Services, Community Care Licensing Division and the Accreditation agency. NAEYC. The state's requirements are: a health screening report, fingerprint processing, child abuse index check and criminal record statement. Minimum of 2 years experience in a licensed child development program.
TBD	Social Worker Associate-Math Educator (Watts Counseling & Learning Center)	Bachelor's Degree in Mathematics. California State teaching credential Minimum of 2 years math teaching experience in public or private school, or community organization.
TBD	Social Worker Associate-Outreach Coordinator Watts Counseling & Learning Center)	Bachelor's Degree in Human Services or related field. Minimum of 2 years experience in planning, implementing and/or facilitating youth programs.
66540 60075 (PD)	Educational Therapist	Master's Degree in General Education required. Master's Degree in Special Education preferred. Minimum of 2 years of teaching and/or Educational Therapy experience preferred. Board Certified Educational Therapist and California State Teaching Credential preferred.
12782 10015 (PD)	Clinical Nurse Specialist (CNS)	Masters in Nursing in area of specialization from an accredited school of nursing. California Clinical Nurse Specialist Certification and 3 years experience in area of specialty. Current California RN license. Current CPR certificate.

Job Code	Job Title	Description
66553 60049 (PD)	Med Soc Worker III	Master's Degree in Social Work. Current and valid license as a Clinical Social Worker (LCSW) issued by the State of California Board of Behavioral Sciences. One year experience working as a professional clinical social worker in a medical setting required.
66528 (SD) 60085 (SD PD)	Psychsocial Advice Nurse (SD Only)	Graduate of an accredited school of nursing. Master's Degree required in a behavioral healthcare related field such as but not limited to psychiatric nursing, counseling. Current California RN License. Two years experience in area of specialty.
56196 50276 (PD)	Psychiatric Nurse Counselor	Graduate of an accredited school of nursing. Master's Degree required in a behavioral healthcare related field such as but not limited to psychiatric nursing, counseling. Current California RN License. Two years experience in area of specialty.
66552 60045 (PD)*	Child Development Specialist	Currently Inactive Classification
65334	Health Connect Coordinator	Currently Inactive Classification
66522 60041 (PD)	Behavioral Health Nurse Case Mgr	Currently Inactive Classification
66538 60053 (PD)	Psychiatric Associate	Currently Inactive Classification
36784 30016 (PD) 30018 (SD)* 60134 (SD PD)	Psychological Assistant	Currently Inactive Classification
66521 (SD) 60081(SD PD)	Associate Psychosocial Clinician	Currently Inactive Classification

If any position listed above is activated in the future, it will be placed in the same job grouping/family in which it had been placed in the collective bargaining agreement of 10/1/05 to 2/1/11. For example, if the Associate Psychosocial Clinician position is activated in the future, it will be included in the job grouping/family consisting of CDRC I, Social Worker Associate and Medical Social Worker I.

If a position was not included in a job grouping/family when deactivated, it will maintain, if activated in the future, the same wage differential that previously existed in relation to other positions.

*PD: Per Diem equivalent

*SD: San Diego equivalent

APPENDIX B – INCENTIVE PLANS

1. Psychiatry NUHW Incentive Plan

Eligibility Criteria

- Full-time, part-time and per diem Psych Social Workers in the department of Psychiatry represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

Incentive Measurements

Plan is effective the calendar years 2020 and 2021 for payments during the first quarter of 2021 and 2022 respectively.

Psychiatry – NUHW Performance Sharing Goals, 2020 – 2021

Measure	% of Total Award	2020		2021	
		Threshold	Target	Threshold	Target
Average # of Individual Therapist Visits per Day	25%	4.6	5.0	4.8	5.2
% Unbooked Therapist Appointments	25%	5.50%	5.00%	5.25%	5.00%
Routine Initial Access - 80% or Greater within Standard	25%	10 of 12 Months	11 of 12 Months	10 of 12 Months	11 of 12 Months
Percent of Patients seen by Therapist with Completed Safety plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages)	25%	50.0%	70.0%	65.0%	85.0%

Description

1. Average # of Individual Therapist Visits per day per FTE
2. Percent Unbooked Therapist Appointments
3. # of Months Meeting Routine Initial Access Target
4. Percent of Patients seen by Therapist with Completed Safety plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages)

*There is no performance sharing incentive for 2019 to be paid out in year 2020.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

Incentive Award Calculation

The maximum award per full time participant is \$5,000 when all targets are achieved. Each goal weighs 25% or \$1,250 when a goal target is achieved. When Threshold is achieved, \$625 is awarded for that goal.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part time and per diem participants will be prorated based on compensated hours.

The award of the participant will be calculated based on the his/her GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her employment or is terminated for cause prior to the last payroll cycle, he/she will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

2. Addiction Medicine NUHW Incentive Plan

Eligibility Criteria

- Full-time, part-time and per diem providers in the department of Addiction Medicine represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:

- a. Suspended
- b. Disabled
- c. Probationary
- d. Leave of Absence
- e. Medical Leave
- f. Military Leave
- g. Jury Duty
- h. FMLA
- i. Union Leave

Incentive Measurements

Plan is effective the calendar years 2020 and 2021 for payments during the first quarter of 2021 and 2022 respectively.

Addiction Medicine – NUHW Performance Sharing Goals, 2020 – 2021

Measure	% of Total Award	2020		2021	
		Threshold	Target	Threshold	Target
SATSS Youth + Adult (2020 - 2021)	25%	86.0%	90.0%	87.0%	90%
% Unbooked Therapist Appointments	25%	7.0%	6.5%	6.5%	6%
Routine Initial Access - 80% or Greater within Standard ^{&}	25%	10 of 12 Months	11 of 12 Months	10 of 12 Months	11 of 12 Months
Percent of Patients with Completed Safety plan when scoring greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages)	25%	50.0%	70.0%	65.0%	85.0%

Description

1. Percent of I Therapist Patients seen in Individual Appointment with completed SATSS; 2020 & 2021 all ages
2. Percent Unbooked Therapist Appointments
3. # of Months Meeting Routine Initial Access Target
4. Percent of Patients seen by Therapist with Completed Safety plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages)

*There is no performance sharing incentive for 2019 to be paid out in year 2020.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

Incentive Award Calculation

The maximum award per full time participant is \$5,000 when all targets are achieved. Each goal weighs 25% or \$1,250 when a goal target is achieved. When Threshold is achieved, \$625 is awarded for that goal.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part time and per diem participants will be prorated based on compensated hours.

The award of the participant will be calculated based on the his/her GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her employment or is terminated for cause prior to the last payroll cycle, he/she will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

3. **Social Medicine NUHW Incentive Plan**

Eligibility Criteria

- Full-time, part-time and per diem providers in the departments of Social Medicine represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

Incentive Measurements

Social Medicine - NUHW Performance Sharing Goals, 2020 – 2021

The Social Medicine Plan is effective the calendar years 2020 and 2021 for payments during the first quarter of 2021 and 2022 respectively.

Measure	% of Total Award	2020		2021	
		Threshold	Target	Threshold	Target
%TeleHealth (TAV and Video) Visits of Total Visits	35.0%	9% of Total Visits	13% of Total Visits	10% of Total Visits	14% of Total Visits
Patient Touches per Day	40.0%	6 Visits Per FTE Per Day	8 Visits Per FTE Per Day	7 Visits Per FTE Per Day	9 Visits Per FTE Per Day
ED Turnaround Time	12.5%	6 Hours	5 Hours	5 Hours	4 Hours
IP Turnaround Time	12.5%	9 Hours	8 Hours	8 Hours	7 Hours

Description

1. TAV%: % of TAV visits compared to total visits (tav/total visits) at this medical center?
2. Touches/Unique Patients: How many unique patient touches on average per social work FTE per medical center. Outpatient and Telephone touches are booked appointments; inpatient touches are visits/interventions with patient or family.
3. ED Turnaround Time: How much time does it take for social workers to assess patients and complete documentation when requested through physician order- emergency department.
4. IP Turnaround Time: How much time does it take for social workers to assess patients and complete documentation when requested through physician order- inpatient/observation.

*AV and KC without ED or inpatient units receive Regional Average performance

*There is no performance sharing incentive for 2019 to be paid out in year 2020.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

Incentive Award Calculation

The maximum award per full time participant is \$5,000 when all targets are achieved. IP & ED goals are weighted at 12.5% or \$625 each when a goal target is achieved. Patient Touches goals are weighted at 40% or \$2000 when goal target is achieved. Telehealth goals are weighted at 35% or \$1750 when a goal target is achieved.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part time and per diem participants will be prorated based on compensated hours.

The award of the participant will be calculated based on the his/her GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her employment or is terminated for cause prior to the last payroll cycle, he/she will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

4. Home Health/Hospice, Watts Learning Center NUHW Incentive Plan

Eligibility Criteria

- Full-time, part-time and per diem providers in the departments represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

*There is no performance sharing incentive for 2019 to be paid out in year 2020.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

Incentive Award Calculation

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part time and per diem participants will be prorated based on compensated hours.

For Home Health, the Parties will work collaboratively during the first year of the contract term to create incentive measurements to be implemented for the remainder of the contract term. In the first year of the contract, Home Health participants will receive incentive awards based upon the

regional average incentive results of the Psychiatry, Addiction Medicine and Medical Social Work Incentive Plans.

The award of the participant will be calculated based on the his/her GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her employment or is terminated for cause prior to the last payroll cycle, he/she will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

APPENDIX C – HEALTH PLAN CO-PAYS

KAISER FOUNDATION HEALTH PLAN CO-PAYMENTS

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

COVERED SERVICES	CO-PAYMENT
Office Visit	\$20 co-pay
Routine Physical Exam	No charge (\$0)
Emergency Room Visit	\$50 co-pay
Outpatient Surgery	\$50 co-pay
Inpatient Admission	\$100 co-pay
Routine Vision Care	No charge (\$0)
Eyeglass Lenses and Frames Every 24 Months	\$175 allowance
Generic Prescriptions	\$10 co-pay
Brand Prescriptions	\$15 co-pay
<u>Annual Co-pay Limit</u>	
Individual	\$1500
Family	\$3000

APPENDIX D – SIDE LETTER REGARDING PAY FOR BARGAINING COMMITTEE

During the term of this Agreement, a maximum of eight (8) employee members of the Union bargaining team shall be compensated for time spent in collective bargaining, in accordance with the following:

- Salaried exempt employees shall be compensated on a “keep whole” basis; meaning their regular weekly salary shall not be adversely impacted due to time spent in collective bargaining; and,
- Hourly nonexempt employees shall be compensated for time spent in collective bargaining at their regular straight time hourly rate of pay, not to exceed the number of hours they are regularly scheduled to work on a day spent in bargaining. Time spent in collective bargaining for such employees shall not be considered as time worked for purposes of computing overtime or determining if a missed break of any kind occurred in a workweek.
- This side letter will no longer apply when the Contract expires.

APPENDIX E – SIDE LETTER REGARDING KAISER PERMANENTE/NUHW PSYCHOTHERAPY MODEL OF CARE AND INNOVATION COLLABORATIVE

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 that are measurable and clear for improving the delivery of effective, high quality clinical care, including but not limited to the following:

1. Improved return access for individual psychotherapy
2. Increased 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 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 five management and five labor representatives from NUHW who are selected by their respective parties
2. Each group will designate one co-chair
3. No substitutes will be allowed, permanent replacements required
4. In person preferred, remote meetings are an option
5. 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
6. Within 30 days of ratification, a subset of labor and management will convene to identify preliminary data to be considered in constructing metrics and targets

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

APPENDIX F – 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.

APPENDIX G

The Parties will work together to gather and analyze data related to Kaiser Permanente Psych-Social 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.

APPENDIX H

This non-precedent setting Letter of Understanding memorializes the May 28 discussion between Labor and Management. At a meeting held on May 28, 2019, NUHW bargaining subcommittee members Michelle Fogle, Dan Gizzo and Tanya Veluz met with KP management bargaining subcommittee participants Tina Han, Dawn Gillam and Jessica Grimes.

Access & Innovation Collaborative

On April 12, 2019, the Parties executed a Tentative Agreement to work collaboratively over a six (6) month period to engage in redesigning the model of care for the region's mental health program. Management and Labor acknowledge the challenge of recruiting qualified therapists. Management acknowledges that additional staffing resources is a part of the model redesign.

Access & Innovation Collaborative - Priority Topic: Provider Schedules

The Parties engaged in thoughtful conversation surrounding clinicians' schedules including time for documentation. Conversation reflected variation in current scheduling practices across the SCAL region in relation to how patient management time is currently allotted by each clinic, as well as workflows for patient no-show's and last-minute cancellations, etc.

Upon ratification of the contract, the Parties agree the first order of business for the Access & Innovation Collaborative will be to address patient management time, specifically to better define available therapist time for indirect patient management activity. The Parties further acknowledge that significant variation exists in current approaches across the region and it will be important to assess these approaches, including the one (1) hour in eight (8) hour request, prior to adopting a final standard or approach. Further, the Parties agree that while the resolution and approach will be to develop collaboratively a model for the Southern California Region, a goal and outcome of the model should be to make available to the therapist providing individual therapy, adequate non-direct patient management time.

SCAL Care Navigators

The Parties engaged in brainstorming and conversation seeking common ground regarding the increased availability of IOP, including contracting as necessary, additional resources to support the spread of feedback regarding informed care, and staffing to support the care navigator function of KPEP (Kaiser Permanente Entryway Pathway) rollout.

Management will create twenty (20) additional FTE positions for the SCAL Care Navigator rollout and implementation as a means to provide immediate access relief. The additional FTE staffing (LCSW/MFT) is intended to assist with the roll-out within the SCAL region. Positions will be added as soon as administratively possible in relation to individual medical center start-up operational needs.

We appreciate the opportunity for the Labor-Management bargaining subcommittee to enter into collaborative conversation and believe our ability to reach successful outcomes demonstrates the value of collaborative problem solving.

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.