

3/14/2022
10:00 PM
3/14/22
1105 PM

KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP
AND
NATIONAL UNION OF HEALTHCARE WORKERS
2021 CONTRACT NEGOTIATIONS

Kaiser Foundation Hospitals, Inc., Kaiser Foundation Health Plan, Inc., and Southern California Permanente Medical Group hereby submit the following proposals to the Collective Bargaining Agreement and reserve the right to add, subtract from or modify these proposals at any time during the course of these negotiations.

Management Counter Proposal

Article XV-Compensation, Article XXXI-Earned Time Off Program, XXX-ACP Benefits, Appendix B Incentive Plans, Appendix F Student Loan Repayment Program, Article XXXIII - Retiree Medical Program, Article XIII- Transfer Policies, Article XVIII- New Employees, Side Letter: Licensed Professional Clinical Counselor, Unpublished Side Letter: Psychotherapist, Side Letter: Associates, Article XXVI- Work Stoppage, New: Letter of Agreement - Grievance Arbitrability
~~Unpublished Side Letter: Patient Management Time (PMT)~~

Tentative Agreement

March 14, 2022

Each element of this Employer proposal is part and parcel of the whole, an agreement to any individual element is contingent on agreement in its entirety.

Across the Board Wage Increases

ATB's will be effective on the first day of the pay period after October 1 in each year of the Agreement.

2021	2022	2023
3.0% ATB	2.0% ATB	2.0% ATB

Full-time and Part-time employees employed on October 3, 2022 will receive a two per cent (2.0%) lump sum bonus calculated based on the compensated hours they were paid in the 26 full pay periods preceding October 3, 2022 contractual year.

Full-time and Part-time employees employed on October 2, 2023 will receive a two per cent (2.0%) lump sum bonus calculated based on the compensated hours they were paid in the 26 full pay periods preceding October 2, 2023 contractual year.

Article XXXI-Earned Time Off Program

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

Beginning in 2023 Martin Luther King Day shall be added to Designated Holidays

XXX-ACP Benefits

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 regular rate of pay for all hours worked 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).

Appendix B 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 2023, 2024 and 2025 per Full Time participant, when all targets set forth in the plans are achieved.

Plan is effective the calendar years 2022, 2023 and 2024 for payments during the first quarter of 2023 2024 and 2025 respectively.

3/14/2022
1:00 pm
3/14/22
11:08 pm

Incentive Measurements & Performance Sharing Goals -- Psychiatry

3/14/2022
10:00pm
3/14/22
11:05pm

Measure	% of Total Award	2022		2023 & 2024	
		Threshold	Target	Threshold/Target	Threshold/Target
Routine Initial Access - 80% or Greater within Standard	30%	11 of 12 Months	12 of 12 Months	11/12	11/12
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)	30%	85%	90%	85/90	85/90
Treatment Process Indicator (TPI) completion rates	20%	60%	75%	85/90	85/90
Net loss	20%	18%	14%	13/10	12/10

Description

1. # of Months Meeting Routine Initial Access Target
2. 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)
3. Percentage TPI completion
4. Percentage Net Loss = (No Show + Unbooked-Overbook)/Supply

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 Measurements & Performance Sharing Goals -- KP Care Home

MEASURE	% of Total Award	2022		2023		2024	
		Threshold	Target	Threshold	Target	Threshold	Target

Average Social Worker In-Person Visits per Day 3 (HBPC, HO, HH)	30.0%	2.50 Visits per Day	2.85 Visits per Day	2.85 Visits per Day	3.00 Visits per Day	3.25 Visits per Day	3.50 Visits per Day
In Person Visits in The Last 7 Days (HO)	15.0%	55%	60%	60%	70%	70%	75%
VA Assessment	25.0%	72%	75%	75%	80%	85%	90%
Advanced Directives (POLST, DPAHC, Goals of Care Conversation / LCP)	30.0%	48%	70%	70%	80%	85%	90%
Description							
Average Social Worker In-Person Visits per Day (HH, HBPC, HO)	Individual KP Care at Home licensed agency average of all Social Worker encounters that are in-person across all disciplines (HH, HO, HBPC). Initial assessment (to occur within 5-days of admission per regulation) and subsequent follow up visits. Video/virtual/telephone encounters are excluded as counting toward goal.						
Visits in the Last 7 Days (HO)	Individual KP Care at Home agency percentage of Hospice patients that received at least one MSW in-person visit in the last 7 days of life. Measure will look at, "did the patient have an in-person Social Work visit in the last 7 days prior to death." Must be in-person, (per CMS SIA measurement regulations for in-person only for last 7 days); telephone and video/virtual visits are not excluded as counting toward goal. HH & HBPC visits will not be included in goal measurement, but all MSWs (HH, HBPC, and HO) will be included in incentive payout if goal is met. Exclusion: Patients enrolled in Hospice less than three (3) days.						
VA Assessment	Individual KP Care at Home agency percentage of patient Veteran status assessed and documented in at least one MSW encounter while on service (HH, HBPC, and HO). To ensure that our members who are eligible are receiving the full benefits of their veteran status. MSWs are to ensure they are						

3/14/22
1005 pm

3/14/22
11:20 pm

3/14/2022
1000 PM
JH
28
3/14/22
11:05 PM

	Identifying any VA background on every encounter opportunity		
Advanced Directives (POLST, DPAHC, Goals of Care Conversation / LCP)	Individual KP Care at Home licensed agency average of patients (HH, HBPC, and HO) with of utilization and completion of smart phrases LCP wellness & LCP serious illness showing MSW had appropriate advanced directive conversations/interventions.		

These goals are tracked monthly or quarterly based upon Home Licensed Agency. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

Addiction Medicine

Measure	% of Total Award	2022		2023 & 2024	
		Threshold	Target	Threshold/Target	Threshold/Target
SATSS Youth + Adult	25%	50%	65%	85/90	85/90
Routine Initial Access - 80% or Greater within Standard ^a	25%	11 of 12 Months	12 of 12 Months	11/12	11/12
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%	85%	90%	85/90	85/90
Percentage Non-MD unbooked	25%	8%	7%	6/5	5/4

Description

1. Percent of I Therapist Patients seen in Individual Appointment with completed SATSS; 2020 & 2021 all ages
2. # of Months Meeting Routine Initial Access Target
3. 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)
4. Percentage Non MD unbooked - total hours eligible for booking that remain unbooked

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.

3/14/2022
1:00 pm
R

3/14/2022
11:05 am

Incentive Measurements & Performance Sharing Goals – Social Medicine

Measure	% of Total Award	2022		2023 & 2024	
		Threshold	Target	Threshold/Target	Threshold/Target
Touces	20%	5	6	6/7	7/8
%Face to face visits (ambulatory % of total visits)	20%	5% of total visits	12% of total visits	10%/16%	12%/20%
Smart Phrase Usage	35%	45%	55%	50%/65%	65%/80%
ED* Turnaround Time	15%	5 hours	4 hours	4 hours/3 hours	4 hours /3 hours
IP *Turnaround Time	10%	6 hours	5 hours	5 hours/ 4 hours	5 hours / 4 hours

Touces	Number of patient touches per day (unique, unduplicated patients) per unique FTE (NUID). Patients with multiple interventions by one social worker= one touch; patients with multiple interventions by different workers= touches per individual worker. Calculation based on department budgeted FTEs.
% Face to face visits (ambulatory % of Total Visits)	% of face-to-face visits compared to total visits. Must be booked appointments in KPHC (Cadence Schedule)
Smart Phrase Usage	Smart phrase usage-The incentive is based on the percentage of initial assessments completed each month utilizing the regionally-built smart phrases (or their replacements, if applicable).
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.
IP Turnaround Time	How much time does it take for social workers to assess patients and complete

3/14/22
10:00 PM
gfb 3/14/22
11:05 PM

	documentation when requested through physician order- inpatient/observation.
--	--

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 Measurements & Performance Sharing Goals – Watts Learning Center, Mental Health Center L.A. and those employees who do not fall into the above categories will receive incentive awards based upon the regional average incentive results of the Psychiatry, Addiction Medicine, Social Services and Home Care Services Incentive Plan metrics and goals.

Appendix F- Letter of Agreement: Student Loan Repayment Program

Eligible applicants will receive awards for the repayment of qualified student loans.

Eligibility:

Applicants must:

- Be a member of:
 - NUHW Psych-Social bargaining unit in Southern California
- Must have 1 year of service at KP
- Must be an active KP employee and scheduled to work 20 or more hours per week
- Be a graduate of an accredited Bachelor's, Master's or Doctorate level education program in Mental/Behavioral Health professions (eligible degrees: BA Social Work, BA in Psychology, MA or MS degree in Counseling, Clinical or Counseling Psychology or Marriage and Family Therapy, PhD or PsyD, Ed.D. in Clinical Counseling, Health or Educational Psychology)
- Have an existing qualified loan related to education in Mental/Behavioral Health Professions.
- The program is open once a year for enrollment (Oct 1st - 6-weeks).
- Applicants must reapply each award year.

Awards:

Eligible applicants can receive repayment for qualified loans for educational expenses incurred in Mental/Behavioral Health Professions in the following amounts:

- Accredited Bachelor's or Master's level programs – Up to \$2,500 per calendar year with a \$10,000 lifetime total.
- Accredited Doctorate level programs – Up to \$5,000 per calendar year with a \$20,000 lifetime total.

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.

3/14/2022
2:00 pm
3/14/22
2:05 pm

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 of the lowest cost KPSAP, 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 the lowest cost 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.

3/14/2022
10:30 pm
3/14/22
11:05 pm

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 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.

A Category 1 employee who retires on and after January 1, 2022 will receive an allocation to the HRA equal to \$10,000 when the retiree reaches age eighty-five (85)

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.

A Category 2 employee who retires on and after January 1, 2022 will receive an allocation to the HRA equal to \$10,000 when the retiree reaches age eighty-five (85)

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

3/14/2022
11:50 pm
3/14/2022
11:50 pm

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 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

3/14/2022
10:00 PM

3/14/22

11:45 PM

(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.

A Category 3 employee who retires on and after January 1, 2022 will receive an allocation to the HRA equal to \$10,000 when the retiree reaches age eighty-five (85).

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

3/14/22
11:05 PM

3/14/2022
10:00 PM
ST
3/14/22 11:08 PM

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

3/14/02 10:00 pm
3/14/02 11:05 pm

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.

1300 ARTICLE XIII - TRANSFER POLICIES

1301 Section 1 - Transfers, Internal Applicants - Filling of Vacancies

3/14/2011
2:00pm
3/14/2011
2:10pm

1302 In filling any vacancy covered by this Agreement, all qualified transfer applicants with no active Corrective Action Level 3 or above 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. Employees shall be limited to one transfer every twelve (12) months. Exceptions to the one transfer limit every twelve (12) months may occur, upon mutual agreement between the Employer, employee and the Union.

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

1304 A. ~~Ninety (90)~~ Sixty (60) 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)~~ sixty (60) days. Written evaluations shall be provided to the transferring employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the employee, and the Union. Transferring employees shall be provided appropriate mentoring and guidance. Any employee who, in the Employer's reasonable judgment, does not meet performance expectations will be returned to 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)~~ sixty (60) 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)~~ Sixty (60) 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)~~ sixty (60) days. Written evaluations shall be provided to the transferring employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the employee, and the Union. Transferring employees shall be provided 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)~~ sixty (60) 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.~~

3/4/02
10/20/02
3/14/02
7/1/02
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.

Article XVIII- New Employees

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)~~ up to sixty (60) 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.

Side Letter: Licensed Professional Clinical Counselor

Effective upon ratification of this agreement, Licensed Professional Clinical Counselor (LPCC) will be recognized as a licensure equivalent to Licensed Clinical Social Worker (LCSW) and Licensed Marriage and Family Therapist (LMFT) and, therefore, where LCSW and/or LMFT appears as a required or preferred qualification in any existing job description, LPCC shall also satisfy that qualification, except for Medical Social Worker III.

Likewise, effective upon ratification of this agreement, Associate Professional Clinical Counselor will be deemed equivalent to Associate Social Worker and Associate Marriage and Family Therapist in all instances where one or both of the former two designations appear in any job description, except for Medical Social Worker II.

The Employer will revise job descriptions as necessary to reflect these changes.

Effective upon ratification of this agreement, any current employee who has the LPCC licensure will be reclassified.

3/14/22
1:05 PM

Unpublished Side Letter: Psychotherapist

Effective upon ratification, the Psychiatric Social Worker job descriptions will specify under the minimum qualifications two (2) years of recent mental health therapy experience within the last five (5) years to obtain the position. The CDRC III job descriptions in Addiction Medicine, will specify under the minimum qualifications two (2) years of recent addiction medicine therapy experience within the last five (5) years to obtain the position.

Side Letter: Associates

Associate Clinical Social Workers (ACSWs), Associate Marriage and Family Therapists (AMFTs) and Associate Professional Clinical Counselors (APCCs) shall be covered under this Section. Classifications requiring an Associate designation are intended as career track positions.

Once hired into a classification requiring an Associate designation, an employee will be offered and must work a schedule that would accumulate at least half the required supervisory hours annually. Once the Assistant obtains the required supervised hours, the employee has two and one-half (2.5) years from that date to complete state licensure. If hired as a license-eligible employee, (i.e. has completed all clinical hours) they shall have two and one-half (2.5) years from their date of hire to complete state licensure.

An employee hired into a classification requiring an Associate designation must maintain a valid registration with the State of California Board of Behavioral Sciences.

Article XXVI- 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, sympathy strikes, work slowdowns, lockouts or work stoppages.

New: Letter of Agreement - Grievance Arbitrability

The parties agree that grievances that have arisen since the expiration of the collective bargaining agreement shall be deemed governed by the renewed contract, provided the grievances were timely filed and otherwise arbitrable.

Unpublished Side Letter: Patient Management Time (PMT)

~~Applies only to the Department of Psychiatry.~~

~~It is the Employer's expectation that patient management time (PMT) will be utilized for patient care. Provider net loss impacts patient access, therefore, minimizing provider net loss is a joint employee and management responsibility.~~

~~Therapists providing individual/family therapy will receive four (4) hours per week for PMT for Full Time employees based on individual/family therapy hours provided (prorated for part-time employees and~~

individual/family therapy hours). PMT shall be booked when above 10% net loss with at least two (2) hours per week in one hour blocks of time. PMT does not apply to assignments that are outside of individual/family therapy.

% Net Loss = (No Show + Unbooked Overbook) / Supply

Supply = Original regular available booking time

Duration

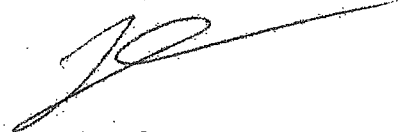
411 ARTICLE XII - DURATION OF AGREEMENT

412 This Agreement shall become effective October 1, 2021 and shall remain in effect through September 30, 2024. It shall continue from year to year thereafter unless amended, modified, changed or terminated.

413 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.

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

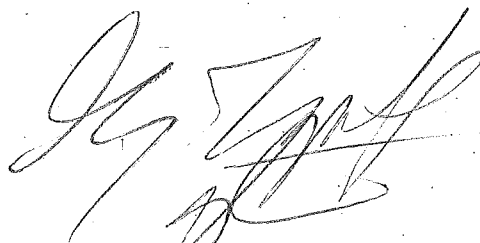
Jeremy L



KPSCAL

3/14/2022

1021 pm



NUHAW

3/14/22

1124 pm

5/15/22

KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP
AND
NATIONAL UNION OF HEALTHCARE WORKERS
2021 CONTRACT NEGOTIATIONS

Tentative Agreement

February 22, 2022

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**

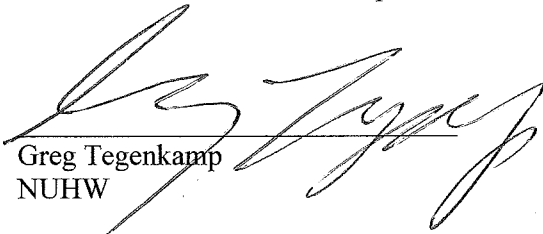
2009 If an employee identifies a personal need (e.g., school) that would require a change in his/her schedule, flexible schedules will be pursued provided business needs are met (e.g., evening hours required). This is not intended to result in a change of status or number of hours scheduled.

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, the employee requesting the change must bid into another vacant position and the other employee will have the option of returning to Full-time or bidding on another vacant position.

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.

Jeremy Lyon
KP-Senior Labor Relations Representative

Date _____



Greg Tegenkamp
NUHW

Date 8-11-2022

KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP
AND
NATIONAL UNION OF HEALTHCARE WORKERS
2021 CONTRACT NEGOTIATIONS

1/21/2022
1200
1/31/2022

Tentative Agreement

January 21, 2022

Side Letter of Agreement: Per Diem Work Commitment

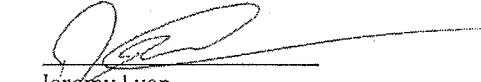
Upon ratification of this agreement, all current per diem employees will be informed in writing of the following requirements and all per diem employees hired thereafter will be so informed at time of hire:

- 1) The per diem employees is generally expected to be available at all times during the shift hired to cover, subject to limitations on availability approved by management in writing at or after the time of hire.
- 2) The per diem employee must commit to work a minimum of twelve (12) shifts per calendar quarter, based on the coverage needs of the department, subject to agreed-upon limitations on availability.
- 3) If the hiring department has established weekend hours, the per diem employee is expected to be available weekends and must commit to work at least six (6) weekend shifts per quarter (as part of the twelve-shift minimum).
- 4) If the hiring department operates on contractual holidays, the per diem must be available to work at least two (2) of the contractual holidays (Note: before requiring a per diem to work on any Holiday, the Employer will first seek volunteers, by seniority, from regular employees first and then per diems).
- 5) Per diem employees must also be available to work on at least two (2) of the following "Hard to Fill" days: Valentine's Day, Mother's Day, Father's Day, Halloween, day after Thanksgiving, Christmas Eve, day after Christmas, and New Year's Eve.

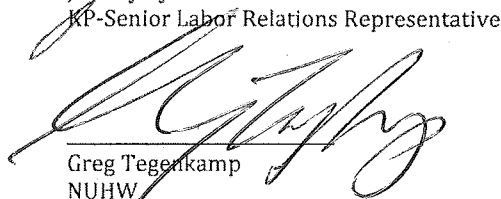
The Employer will keep a record of each per diem's limitations on availability. The Employer will review records quarterly to ensure per diems are meeting their availability requirements and will inform per diems who are not meeting the requirement of their deficiency. Per diems who do not meet the availability requirements for two consecutive

quarters may be subject to the Corrective Action Procedure as outlined in Article XXVII of this Agreement.

Per diem employees hired prior to ratification shall be subject to the new Per Diem Work Commitment guidelines set forth above beginning ninety (90) days after ratification. The department manager will approve reasonable exceptions, including honoring any existing agreements related to availability.


Jeremy Lyon
KP-Senior Labor Relations Representative

Date 1/21/2022 1200


Greg Tegenkamp
NUHW

Date 1/31/2022