\*Items in red/italics are new/changed in this contract.

Last updated 10/29/2020

Article	Summary	
WITNESSETH	Psychologists, LCSWs, MFTs, LPCCs, and Psychological Assistants are exempt and others are non-exempt.  Those regularly working less than 40 hours in a bi-weekly pay period are non-exempt.	
ARTICLE IX – SENIORITY	Seniority defined as most recent date of hire in IBHS bargaining unit position in NCal, not how long in department or worksite. Leave KP and return within 2 years and retain previous seniority, but do not retain (a "bridge") previous PTO or pension accruals.	
ARTICLE X – POSTING AND FILLING POSITIONS	<ul> <li>New jobs posted electronically on KP recruiting website, and visible internally and externally.</li> <li>Managers make best effort to send courtesy notice by email to employees in the Facility alerting them to new job postings on the website.</li> <li>Interview committees for any NUHW position will include at least one 1 NUHW member selected by the Union from the site and clinical service with the opening (e.g., a child mental health clinician to interview for a child mental health opening).</li> <li>Internal candidates will be interviewed prior to external candidates.</li> <li>If an employee requests or volunteers to increase or decrease scheduled hours and manager agrees, notice of the request sent to all employees in the department and, after 5 days notice, if no other employee requests the change then it shall be awarded to the original employee. Most senior person meeting the posted qualifications receives the change request.</li> </ul>	
ARTICLE XII – PROBATIONARY EMPLOYEES	<ul> <li>Probationary period for all employees is 6 months, and can be extended up to 2 months. Probationary employees may be discharged without recourse to grievance procedure.</li> <li>Probationary period shall not be repeated, unless break in service of 3 years or more.</li> <li>Probationary employees shall be provided with appropriate training and orientation, at the very least including written assessments at the 2 and 4 month period.</li> <li>All new bargaining unit employees can meet with the union during new employee orientation, and designated stewards can attend these on paid time.</li> </ul>	
ARTICLE XIII – TRANSFERS/ PROMOTIONS AND MULTIPLE SITES	<ul> <li>If an employee transfers to another worksite, there is a 30 day evaluation period, which can be extended an additional 30 days by mutual agreement, and during this time the Employer can return the employee to the former (or a comparable) position. Employee also has 30 days to decide to return to their former position.</li> <li>Also outlines temporary and involuntary assignments at additional or different worksites.</li> </ul>	
ARTICLE XIV – ASSISTANTS	Defines Assistants as a career track position, and outlines expectations.	
ARTICLE XV – PROFESSIONAL HOURS	<ul> <li>Establishes that actual daily and weekly work schedule of exempt employees may vary.</li> <li>All staff entitled to build into their schedule an unpaid meal period; exempt staff are <u>not</u> required to have a lunch break.</li> <li>Employees should have at least 2 consecutive days off during an 80 hour bi-weekly pay period.</li> <li>Outlines language for the process of changing the work schedule.</li> <li>Outlines how partial and full day absences are handled for exempt and nonexempt employees.</li> </ul>	
ARTICLE XVI – REGULAR PART-TIME, SHORT-HOUR, TEMPORARY AND PER DIEM EMPLOYEES	<ul> <li>Defines difference between benefited and non-benefited employees, including the \$1/hour differential for non-benefited employees in lieu of all fringe benefits and time off provisions.</li> <li>RY AND PER</li> </ul>	
ARTICLE XVII – WAGES	<ul> <li>Wage Increases. 3% for 2018, effective first full pay period after ratification of CBA, which is May 10, 2020. 2.75% for 2019, effective first full pay period after ratification of CBA, which is May 10, 2020. 2.75% for 2020 effective pay period closest to September 30, 2020, which would be 9/27/20. Wage increases are Across the Board (ATB), which means they are applied equally to all steps in the pay scale to create a new wage scale. So technically the 3% 2018 wage increase is applied first to create a new 2018 wage scale, then the 2.75% is applied to the 2018 wage scale to create the 2019 wage scale, the effective combined increase of these two wage scales effective May 10 is 5.8325%</li> <li>Lump Sums. 0.25% of earnings for compensated hours (excludes bonuses) payable within 60 days after ratification (June 27, 2020), based on 26 pay periods preceding October 6, 2019. 0.25% of earnings for</li> </ul>	

compensated hours (excludes bonuses) payable within 60 days after October 5, 2020, based on 26 pay periods preceding October 5, 2020. Example: if one earned \$100,000 in 26 pay periods, lump sum would be \$250. Performance Incentive Plan. Opportunity for maximum of \$5000 payout, prorated for part time, for achievement of metrics determined by Employer for 2020, payable in March, 2021. Special Wage Scale Adjustments. Licensed Master's Level Classifications receive a 4% increase effective the pay period closest to the date of ratification, which would be April 26, 2020, since the contract was ratified on April 28. Note, this is earlier than the ATB increases. When the 4% increase is combined with the two ATB increases, the effective increase is 10.066%. Chemical Dependency Counselor (CADAC) Classifications receive a 5% increase effective the pay period closest to the date of ratification, which would be April 26, 2020, since the contract was ratified on April 28. Note, this is earlier than the ATB increases. When the 5% increase is combined with the two ATB increases, the effective increase is 11.124%. **On-Call Time.** Outlines various aspects of the after-hours system. All facilities to establish Posted Dedicated On-Call and/or On-Site positions at all locations within 18 months of contract ratification and minimize use of non-dedicated system. Non-dedicated employees only cover 1 medical center during shift, and earn ATO or extra pay at the rate of 1 hour for every 4 hours of on-call. If required to come on-site, receive a minimum of 2 hours ATO or extra pay and 1 hour ATO or extra pay for each additional hour or increment of an hour thereafter. Shift differential provisions apply to all paid hours. Non-dedicated staff who work holidays get extra accrual of ATO or pay at rate of 1 hour for 4 hours on-call or on-site. Employees make choice of ATO or pay. ATO can be accumulated up to 80 hours, is not cashed out upon termination, should be exhausted prior to transferring. Posted Dedicated On-Call and/or On-Site employees paid 1 hour for every 2 hours of scheduled On-Call and can earn extra ATO or extra pay for additional shifts. Shift differential provisions do not apply. Shift Differential. Anyone scheduled to work a minimum of 3 hours after 5:30 PM shall receive \$3.00 per hour for all hours worked between 5:30 PM and 7:00 AM. This provision includes weekdays, weekend days, and holidays. Shift differential provisions do not apply to employees in Posted Dedicated On-Call Positions Step Increases. Employees move each year on their anniversary date to the next step on the pay structure until they reach Step 9. Longevity Step. Employees advance to Step 10 once they have 15 years in a classification covered by this Agreement. Movement to Step 10 will be processed by the manager. Bilingual Pay, Bilingual providers receive a differential of \$1.00 for all compensated hours. Employees shall not use language skills in any interaction with a patient unless he/she was either hired into a position posted as bilingual required or preferred or has passed the KP IBHS assessment of language skills. **ARTICLE XVIII – LEAVES** Outlines structures, processes, and benefits for various types of extended leaves (Family, Medical, OF ABSENCE Occupational, Personal). ARTICLE XIX -Employees are entitled to a paid leave of absence of up to 3 days, plus an additional 2 days if the funeral or BEREAVEMENT LEAVE memorial service is over 300 miles from the employee's residence. "Immediate family" defined. ARTICLE XX -Ed Leave. Regular full time employees receive 5 days of ed leave per calendar year, prorated for part-time **EDUCATIONAL LEAVE** employees working more than 40 bi-weekly. Can accrue up to 2 years worth of ed leave. New hires receive AND TUITION prorated ed leave during first year (full-time employees receive 5 days if hired prior to June 30, and 2 days if REIMBURSEMENT hired on or after July 1). Can be taken on other than scheduled work days, and will be paid at straight time or may take an in lieu of day off within 30 days. Can be used for home study courses and for studying for Licensing Exams for Assistants. • Tuition Reimbursement. Up to \$3000 annually, and up to \$750 of this can be used for travel/lodging. ARTICLE XXII - HEALTH & Healthcare. Regular employees and eligible dependents qualify for "Benefits by Design" flexible benefits WELFARE BENEFITS FOR program, including medical, dental, life insurance and long-term disability. Option for Dependent Care and **ACTIVE EMPLOYEES** Health Care Spending Accounts. KP provides flex credits to fund benefits for KFHP Mid-Level Plan option at 100% for 32 hours or more per week, 80% for 26-31 hours per week, and 60% for 20-25 hours per week (most co-pays \$20; includes Supplemental Medical, which allows reimbursements for therapists to see a therapist outside KP). Reference Appendix B for standard co-payments for the Basic, Mid and High Plans. Alternate Compensation Program. Employees can receive 20% pay differential in lieu of benefits if they can show they are covered by other health insurance. Benefits by Design Voluntary Program. NUHW members are eligible for group rates for various types of benefits, such as long-term care insurance, additional life insurance, pet insurance.

#### **ARTICLE XXIII - PAID** Designated Holidays. TIME OFF (PTO) Observed holidays include: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, **PROGRAM** Thanksgiving Day, Christmas Day. When holiday falls on a day usually scheduled to work, employee paid for number of hours usually scheduled, up to annual limit of 56 hours per calendar year. When a holiday falls on a scheduled day off, employee paid a prorated rate based on the employee's regularly scheduled hours, or may take another prorated day off with holiday pay within thirty (30) days. If works on holiday, either be paid an additional eight (8) hours for the holiday or may take another day off as holiday within thirty (30) days. Paid Time Off (PTO) Banks No PTO used if employee reports to work and becomes ill, has to leave due to an emergency, sick child or for some compelling reason, or has scheduled MD appointment - paid for the day as if it were a normal work Lists accrual rates for PTO based on years of service: YEARS OF SERVICE MONTHLY PTO ACCRUAL YEARLY PTO ACCRUAL 0 - 112.67 hours 19 days 2 - 416.00 hours 24 days 5 – 9 19.33 hours 29 days 22.67 hours 34 days 10 or more Regular employees become eligible to take time off as it is earned based. PTO can accrue up to 500 hours. Outlines PTO In-Service Cash Out and Financial Hardship Payment from the PTO Bank options. Extended Sick Leave (ESL) Used for illnesses or injuries preventing work for longer than 7 continuous calendar days or on the 1st day of hospitalization. Regular full-time employees accrue 6 days/year. Prorated for regular part-time employees. At termination, employees not paid out for unused ESL, but may qualify for some rollover into Credited Service and/or HRA (see Retiree Benefits Quick Reference) ARTICLE XXIV - HEALTH Outlines various aspects of the Retiree Medical Program for employees with 15 to 20 or more years of service, & WELFARE BENEFITS including Medical Subsidy and HRA. See Retiree Benefits Quick Reference for details. **FOR RETIREES** Health Reimbursement Account for retirees increased to \$2,000/year of service beginning Jan 1, 2020. Outlines employer-paid life insurance coverage. See Retiree Benefits Quick Reference for details. ARTICLE XXV -Pension. Defined Benefit Pension Plan for all employees with 5 or more years of service. See Retiree Benefits **RETIREMENT PLANS** Quick Reference for details. Tax Deferred Retirement Savings. Voluntary, tax deferred, retirement savings plan with Employer Contribution Match program. See Retiree Benefits Quick Reference for details. ARTICLE XXVII -Should be based on objective and observable measures, and used as a teaching tool (not as means of **PERFORMANCE** discipline). Employees can read and attach comments to the evaluations before they are placed in the personnel **EVALUATIONS** file, but cannot file grievances. ARTICLE XXVIII - JOB Job Duties. Competency and interest of staff taken into account when changing duties or assignments; **DUTIES AND WORKLOAD** sufficient training and preparation time should be provided. DISTRIBUTION Workload Distribution. Workload should be distributed equally. **Provider Profiles.** Section applies \*only\* to hours spent in individual/family therapy within the Department of Mental Health/Psychiatry, and \*excludes\* hours spent, in whole or in part, in Addiction Medicine, Behavioral Medicine, ADAPT, Early Start, ASD Evaluation, IOP, Chronic Pain, Gender Evaluation and Assessment, Crisis/Triage, Emergency Department, Neuropsychological time, Case Management, or to time spent as an IAC, Eating Disorder Specialist, or other Embedded Specialties. Profiles constructed with ratio of 1 new/transfer to every 5 individual/family returns. Changing from the 1:4 to the 1:5 ratio at each Medical Center at the discretion of the Employer. Patients stay on caseload for 24 months from last individual appointment. The ratio does not apply immediately to new employees, or to employees returning from an extended leave (until a case load is established). Requires KP to refer out if out of ratio for more than 1 month and to hire if out of ratio for more than 3 months.

POST DEGREE EXPERIENCE REQUIRED FOR ASSISTANT STEP INCREASES	Outlines post degree hours requirements for each step of the wage scales for Psychological Assistants,     Psychiatric Social Worker Assistants, and Marriage Family Therapist Assistants.	
APPENDIX C – WAGE SCALES	This is where you will find the exact wages for your classification and step.	
LETTER OF UNDERSTANDING – MODEL OF CARE	Model of Care. Facilitated and structured 6-month collaborative committee to develop appropriate model of care for mental health services (incl. staffing, access, and patient care issues).	
LETTER OF UNDERSTANDING – IMMEDIATE RELIEF	3 - 1 - 3 - 1 - 7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
LETTER OF AGREEMENT - STUDENT LOAN REPAYMENT PROGRAM	New: Student Loan Repayment Program. Eligibility: current employees and new employees (after one year who work 32 hours or more and have student loan(s) incurred prior to June 2019. Maximum Amounts - \$250 for four years, not to exceed \$10,000 for Bachelors or Masters Degree; \$5000 for four years, not to exceed \$20,000 for Doctorate Degree. Program Enrollment - open from date of ratification (April 28, 2020) through expiration of contract (September 30, 2021). (Note: details of this program including enrollment process and payment schedule have not been communicated by Employer as of yet).	
ARTICLE XXXVII – DURATION OF AGREEMENT	Collective Bargaining Agreement is effective from October 1, 2018 and expires midnight on September 30, 2021	
ARTICLE XXXIV – SAFETY	KP will comply with federal and CA laws and regulations relating to OSHA, and agrees to investigate any concern regarding health or safety. Outlines expectations to address safety issues and provide safety training.	
ARTICLE XXXIII – GRIEVANCE AND ARBITRATION PROCEDURE	Outlines the process for NUHW to file grievances, including the steps, time limits, parties involved, and request for information.	
ARTICLE XXXI – PROFESSIONAL PRACTICE COMMITTEES	<ul> <li>Outlines the objectives and structures for both Local and Regional Professional Practices Committees (PPC) a part of developing and maintaining a collaborative environment in which quality patient care and constructive dialogue are enhanced.</li> <li>LPPCs will meet at least 2 hours/month.</li> <li>LPPC Feedback Meetings, which may include all NUHW staff and managers, occur monthly for 30-60 minutes.</li> </ul>	
ARTICLE XXIX – CORRECTIVE ACTION PROCEDURE	This section outlines the process of progressive discipline, including intent, steps, involved parties, "just cause" standard, and employee rights.	
	<ul> <li>Defines time not engaged in triage, case management, testing, meetings, required trainings, case consultation, allocated prep/charting time for group(s) and/or supervision as Time Available for Patient Care (TAPC). Of total TAPC, 15% will be allocated for Indirect Patient Care (IPC). Groups included as booked time and each group has 30 minutes for prep, charting, etc (in addition to IPC).</li> <li>Time from FTKA or late cancellations used for indirect or direct patient care.</li> <li>Clinicians have at least 1 "Q" return for every new patient. Cannot be booked into by management unless unfilled 48 hours before.</li> <li>Correct codes for each type of direct patient care will be provided to all clinicians.</li> </ul>	

# **IBHS Retiree Benefits Quick Reference**

			Medical Subsidies and Health Deimburgsment Assaunt		
HEALTHCARE	If you were:		Medical Subsidies and Health Reimbursement Account  Upon attainment of age sixty-five (65) or older, or Medicare-eligibility if earlier, your Retiree Healthcare Benefits are:		
			Medical Subsidies	Retiree Medical Health Reimbursement Account ("HRA")	
	Hired before January 1, 2017 and age fifty-five (55) or older with fifteen (15) or more years of service upon termination ("Category 1")		Medical Subsidy (MS) toward enrollment in the NCal KP Senior Advantage Plan ("KPSAP"). MS for 2017 is \$186 per month or the monthly plan premium of the highest cost individual NCal KPSAP as of January 1, 2017. After 2017, the MS shall increase by 3% each year.	Employer allocation to an unfunded Retiree Medical Health Reimbursement Account ("HRA") at the time of retirement in the amount of \$1,000 per year of service for those who retired prior to Jan 1, 2020 or in the amount of \$2,000 per year for those who retire on or after Jan 1, 2020.	
		What about my spouse or eligible domestic partner?	Retiree's spouse or eligible domestic partner shall receive a Medical Subsidy equal to one hundred percent (100%) of the retiree's Medical Subsidy. The 100% Medical Subsidy for a spouse or eligible domestic partner will not apply until the retiree attains age sixty-five (65). If the Category 1 retiree's spouse or domestic partner is not yet Medicare eligible when the Retiree attains age 65, the spouse or domestic partner shall be covered under the active employee plan in effect, until attainment of age sixty-five (65) or Medicare-eligibility if earlier. Eligible spouse/domestic partner, who is not yet Medicare eligible, must enroll in Medicare and Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain retiree medical coverage.		
		What about my eligible dependent child and disabled dependent child?	Retiree's eligible dependent child and disabled dependent child shall be covered under the active employee plan in effect at the time that the eligible dependent receives services. Will not apply until the retiree attains age 65 or Medicare eligibility. Eligible disabled dependent children, who are not yet Medicare eligible, must enroll in Medicare and Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain retiree medical coverage.		
	Hired before January 1, 2017 but either not age fifty- five (55) or older or does not have fifteen (15) or more years of service upon termination		N/A	N/A	
	Hired after January 1, 2017 and age fifty-five (55) or older with twenty (20) or more years of service upon termination ("Category 2")		N/A	Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of \$1,000 per year of service for those who retired prior to Jan 1, 2020 or in the amount of \$2,000 per year for those who retire on or after Jan 1, 2020, up to a maximum of thirty-five (35) years.	
	health benefits as an active employee, who retires (separates from service) on or after January 1, 2017, after becoming disabled, and who has at least fifteen (15) years of service and who is eligible for disability		Medical Subsidy equal to the greater of \$186 per month or the monthly plan premium of the highest cost individual NCal KPSAP as of January 1, 2017. After 2017, the Medical Subsidy shall increase by three percent (3%) each year. Unless the Category 3 disabled retiree also meets the requirements in Category 1, a Category 3 disabled retiree's spouse, eligible domestic partner and non-disabled children shall not receive a Medical Subsidy. Disabled dependent children shall be covered under the active employee plan in effect at the time services are received.	Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of \$15,000 or \$1,000 per year of service for those who retired prior to Jan 1, 2020, or in the amount equal to the greater of \$15,000 or \$2,000 per year of service for those who retired on or after Jan 1, 2020.	
	YEAR OF SERVICE FOR HEALTHCARE: Prior to January 1, 2017, a year of service is defined as 1,000 compensated hours. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.				

ENSIO	Defined Benefit Pension Plan			
	If you were:	Upon attainment of age 65 (or as an Early retiree with a minimum age of 55 and a minimum 15 years of service):		
	On the payroll as of October 13, 2000 with 5 or more years of service	Employer shall provide a Defined Benefit Pension Plan. The full cost of the Plan will be paid by the Employer. The pension formula shall be 1.5% of Final Average Pay multiplied by all years of Credited Service with no Social Security offset.		
	Not on the payroll as of October 13, 2000 with 5 or more years of service	Employer shall provide a Defined Benefit Pension Plan. The full cost of the Plan will be paid by the Employer. The pension formula shall be 1.45% of Final Average Pay multiplied by all years of Credited Service with no Social Security offset.		
	YEAR OF SERVICE FOR PENSION: A Year of Service is defined as 1,000 or more compensated hours in a calendar year. There is no proration of service years.			
	401K (Voluntary tay deferred retirement sayings plan) Employer Contribution Match program			

	401K (Voluntary, tax deferred, retirement savings plan) Employer Contribution Match program		
	If you have 1 or more years of service:		
401K	After 1 year	Employer will make contributions to match 20% of the eligible employee's contribution, up to 1.25% of the employee's salary.	
	After 2 years	Employer will make contributions to match 40% of the eligible employee's contribution, up to 1.25% of the employee's salary.	
	After 3 years	Employer will make contributions to match 60% of the eligible employee's contribution, up to 1.25% of the employee's salary.	
	After 4 years	Employer will make contributions to match 80% of the eligible employee's contribution, up to 1.25% of the employee's salary.	
	After 5 years	Employer will make contributions to match 100% of the eligible employee's contribution, up to 1.25% of the employee's salary.	
ESL	Extended Sick Leave Rollover		
	If you were:		
	ESL Hours accrued before 2010	Employees with a balance of 500 or more ESL hours in their pre-2010 ESL bank at the time of retirement or termination will receive Credited Service under KP Pension equal to the number of hours remaining in pre-2010 ESL Bank. When employee uses ESL, pre-2010 banked hours are used first.	
	ESL Hours accrued after 2010	Employees who are at least age 55 and have at least 15 years of service under the pension plan when they terminate employment are eligible to have hours remaining in their post 2009 ESL bank converted at 80% to their Health Reimbursement Account (HRA).	
NCH	For all retirees:	\$5,000 Employer-paid life insurance coverage provided to eligible retirees for 5 years after retirement. Beginning on the 6th year, coverage becomes \$2,000 for the lifetime of the retiree.	
LIFE	For retirees hired before	Retirees who were hired prior to January 1, 1997 and have the Contributory Life insurance of Twice their Annual Salary at the time of retirement, the coverage will continue for 1 month after retirement, and thereafter taper by 1% each month for 75 months until it reaches the minimum of 25% of the original amount or \$2,000, whichever is greater. If employees retire at or before age 65, their life insurance will begin tapering based on the amount of coverage in effect at their retirement date. If they retire after age 65, their life insurance will begin tapering based on the coverage amount in effect at age 65 as if they had retired at that time.	