**IBHS Negotiations**
**NUHW/KP**
**Employer Counter Proposal**

**June 12, 2019**

The following is hereby submitted as a package proposal and no item can be accepted individually. Northern California Region, The Permanente Medical Group, Inc. reserve the right to add, subtract from or modify this package proposal at any time during the course of negotiations.

**ARTICLE IX – SENIORITY**

**Section 1 - Definition**

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

**Section 2 – Return from Separation**

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

**Employer withdraws counter-proposal on Article X – POSTING AND FILLING POSITIONS in its entirety and proposes to keep current contract language.**

**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.**

**ARTICLE XVII – WAGES**

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

- **2018 Wage Increase: All bargaining unit employees shall receive a three percent (3.0%) across the board (ATB) wage increase effective the beginning of the pay period closest to September 30, 2018.**

- **2019 Wage Increase: All bargaining unit employees shall receive a two and three quarters percent (2.75%) across the board (ATB) wage increase effective the beginning of the pay period closest to September 30, 2019.**

- **2020 Wage Increase: All bargaining unit employees shall receive a two and three quarters percent (2.75%) across the board (ATB) wage increase effective the beginning of the pay period closest to September 30, 2020.**

**Section 4 – Performance Improvement Bonus**

The Employer will offer a performance improvement bonus based on the achievement of metrics to be determined by the Employer, centered on improving access and enhancing the KP behavioral health program over the next three years. **The bonus shall be paid annually in March, after each performance year, for each year of the contract.** ~~include payouts in two phases, one on December 1, 2016 and one on December 1, 2017.~~ Each payout will be up to a maximum of ~~five percent (5%)~~ **$5,000.00 (five-thousand dollars and no cents) for Full-time employees, and pro-rated for Part-time employees,** ~~based on the employee's salary in the preceding year~~ for full achievement of the metrics.

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

**Lump Sums**

**All Full-time and part-time active employees, employed on October 6, 2019, will receive a 0.25% lump sum bonus.**

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

**The lump sum bonus will be paid no later than 60 days following the end of the pay period closest to September 30, 2019. 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.**

**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.**

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

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

**Wage Scale Adjustments**

- **Effective the beginning of the pay period closest to the date of ratification the wage scale for the Licensed Clinical Social Workers (LCSW), Licensed Marriage Family Therapists (LMFT), and Licensed Professional Clinical Counselor (LPCC) classifications shall receive a one-time four percent (4.0%) wage scale adjustment.**

- **Effective the beginning of the pay period closest to the date of ratification the wage scale for the Chemical Dependency Recovery Program (CDRP) Counselors (also known as Addiction Medicine Recovery Services Counselors (AMRS)) classification shall receive a one-time five percent (5.0%) wage scale adjustment.**

**Section 9 – Advanced Step Placement**

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

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

**ARTICLE XVII - WAGES**

**Section 6 – On-Call Time**

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

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

~~Employees and the~~ Employer will ~~work collaboratively to~~ establish a Dedicated~~and/or Non-Dedicated on-call system (voluntary or posted) by December 31, 2019. The following on-call pay options may be used singly or in combination to provide the required on-call coverage~~. after-hours system, with posted positions (either Posted Dedicated On-Call or On-Site **which may include regular, short hour, temporary, and/or per diem employees) as determined by Employer within 18 months of ratification.** Employer maintains the right to establish required on-call coverage and to utilize a non-dedicated system when dedicated staff are not available (whether planned or unplanned). The Employer's ~~will make every effort~~ intent is to minimize the use of a non-dedicated system. ~~It is understood that the right to establish required on-call coverage rests with the Chief or his/her designee.~~

~~On-call provisions do not apply to scheduled on-site shifts. On-call provisions apply only to exempt salaried staff.~~

In preparing a schedule the following order will be utilized to ensure coverage:

1. Employees in Posted Dedicated On-Call and/or on-site positions will fulfill their normal weekly scheduled shifts. ~~if such positions exist at a worksite~~.

2. ~~Dedicated Team Members will fulfill their shifts if such teams exist at a worksite.~~ **Employees in Posted Dedicated On-Call and/or On-Site positions will be offered any remaining vacant shifts.**

3. Volunteers may be sought to fill additional needed shifts as described in the Non- Dedicated On-Call System below.

4. Remaining shifts will be assigned by the ~~Chief/manager~~ Employer as described in the Non-Dedicated On-Call System below.

<u>Non-Dedicated On-Call System:</u>

The ~~Chief~~ Employer, ~~at his/her discretion~~, may seek volunteers who wish to take extra shifts when the posted position **On-Call and/or On-site** staff are not available. ~~before a call schedule is created~~. The ~~Chief or his/her designee~~ Employer may limit the number of call shifts voluntarily taken by an employee to ensure appropriate clinical operations. If the Employer requires additional ~~On-Call~~ shifts the ~~Chief/manage~~r Employer will determine the distribution of coverage in an equitable way.

Non-volunteer, non-dedicated employees will only be required to cover one (1) medical center during their shift.

Regular Employees will either earn Accrued Time Off (ATO) or receive extra pay at the rate of one (1) hour for every four (4) hours of on-call (e.g., 4 hours for a 16-hour weekday shift, and 6 hours for a 24-hour weekend shift).

When required to come on-site during On-Call Time, employees will receive a minimum of two (2) hours of ATO or extra pay and receive one (1) hour of ATO or extra pay for each additional hour or increment of an hour thereafter. Shift differential provisions apply to all paid hours.

**For coverage of on-site shifts, ~~R~~regular employees will earn Accrued Time Off (ATO) or extra pay at rate of time for time.** ~~for On-site positions.~~

**Additional Holiday Accrual - Applicable only to employees not hired into a posted on-call or on-site position.**

**For coverage on a designated holiday, in addition to accruals for applicable on call shifts, regular employees will either earn accrued time off (ATO) or receive extra pay at the rate of one (1) hour for every four (4) hours of coverage whether coverage is on call or on-site. For shifts that cover a portion of the holiday, the additional holiday accrual will be pro-rated.**

~~On-call Coverage provided for the 24-hour period of a contractual holiday shall receive an additional six hours of ATO at the rate of one (1) hour for every four (4) hours of on-call (whether on-call or on-site). Employees in Posted Dedicated On-Call and/or on-site positions are excluded from this provision.~~

~~Examples:~~

- ~~Regular employee volunteers to covers the 24 hours of the 4th of July holiday. The employee is not called in but remains available. They would receive 6 hours ATO for providing coverage and an additional 6 hours ATO for covering 24 hours of a contractual holiday.~~

- ~~Regular employee volunteers to cover the 24 hours of the 4th of July holiday. The employee is called in and works the full 24 hours. They would receive 24 hours ATO for time worked and an additional 6 hours ATO for covering 24 hours of a contractual holiday.~~

- ~~Regular employee volunteers to take an on-site position to cover the 12 hours from 6:00 p.m. to 6 a.m. midnight of the 4th of July holiday. They would receive 1.5 12 hours ATO for providing coverage and an additional 1.5 hours ATO pay for covering 6 hours of a contractual holiday.~~

- ~~Regular employee volunteers to cover the 12 hours from 6:00 p.m. to 6 a.m. midnight of the 4th of July holiday. The employee is not called in but remains available. They would receive 1.5 3 hours ATO for providing coverage and an additional 1.5 hours ATO for covering 6 hours of a contractual holiday.~~

The Employee will have discretion ~~The decision whether employees~~ to earn ATO or extra pay for On-Call Time. ~~will be decided locally by the Chief or his/her designee.~~

ATO can be accumulated up to a maximum of eighty (80) hours and can be scheduled off in half-hour increments. Employees whose ATO accumulation has approached or reached the maximum will meet with his/her supervisor to set forth a plan for ATO to be taken. In the meantime, should the employee be required to take call while their ATO bank is at maximum they will be paid at their hourly rate for the number of ATO hours earned more than eighty (80).

ATO is not a vested benefit. Employees do not receive a cash-out of accrued ATO upon termination of employment, change of status to non-benefited, or transfer outside of the bargaining unit. Employees are expected to work with their manager to exhaust their ATO bank before transferring to a new

facility. If the employee is unable to exhaust their ATO, they will be allowed to transfer this accrued time to their next worksite.

~~Dedicated Team On-Call System:~~

~~Regular exempt employees scheduled to work 20 hours or more per week are eligible for Dedicated Team On-Call Pay.~~

~~A Primary Dedicated Team Member is defined as an employee who provides On-Call Time for a minimum of 30 calendar days in a calendar year or equivalent.~~

~~A Substitute Dedicated Team Member is defined as an employee who is available to provide substitute on-call coverage for Primary Team Member(s) at least twenty (20) calendar days per calendar year or the maximum number of days needed, whichever is less.~~

~~Annual evaluation of actual coverage shall be used to determine continued eligibility for Dedicated Team On-Call Pay for each succeeding calendar year. Eligibility for this work is subject to provisions of Article XXVIII - Section 1 – Job Duties.~~

~~Dedicated Team Members shall earn Accrued Time Off (ATO) or receive pay at the rate of one (1) hour for every two (2) hours of On-Call Time. Employees working Dedicated On-Call Time receive no additional compensation or ATO if required to come on-site. Shift differential provisions do not apply.~~

~~The decision whether employees earn ATO or receive extra pay for On-Call Time will be decided locally by the Chief or his/her designee.~~

~~ATO can be accumulated up to a maximum of eighty (80) hours and can be scheduled off in half-hour increments. Employees whose ATO accumulation has approached or reached the maximum will meet with his/her supervisor to set forth a plan for ATO to be taken. In the meantime should the employee be required to take call while their ATO bank is at maximum they will be paid at their hourly rate for the number of ATO hours earned in excess of eighty (80).~~

~~ATO is not a vested benefit. Employees do not receive a cash-out of accrued ATO upon termination of employment, change of status to non-benefited, or transfer outside of the bargaining unit. Employees are expected to work with their manager to exhaust their ATO bank before transferring to a new facility. If the employee is unable to exhaust their ATO, they will be allowed to transfer this accrued time to their next worksite.~~

Posted Dedicated On-Call Positions:

Posted Dedicated On-Call Positions are positions in which the job posting includes one or more on-call shifts as regularly-scheduled shifts. The posting will indicate the number of hours per week of assigned on-site hours and on-call hours. ~~In order to qualify to work in a Posted Dedicated On-Call Position, an employee must be a salaried Regular Employee and meet the qualifications of the job posting.~~

An employee's salary and compensable hours will be determined based on posted on- site and/or on-calls shifts. Scheduled on-call shifts will be factored as one (1) hour for every two (2) hours of scheduled on-call for the purposes of determining part-time or full-time status and the employee's fixed salary.

The employee's fixed salary will not be reduced because of temporary scheduling changes required by the Employer.

Employees in Posted Dedicated On-Call Positions can earn ATO or extra pay for additional on-call shifts that are beyond their weekly posted on-call hours, at a rate of one (1) hour for two (2) shift hours. Employees working in Posted Dedicated On-Call Positions receive no additional compensation or ATO if required to come on-site. Shift differential provisions do not apply.

Examples:

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

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

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

Examples:

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

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

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

Example:

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

**ARTICLE XXII – HEALTH & WELFARE BENEFITS FOR RETIREES**

**Increase to Retiree Medical HRA for employees who retire on/after January 1, 2020**

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

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

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

364 Retiree Medical HRA Rules of Application

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

1) A retiree may access the Retiree Medical HRA for reimbursement of IRS approved expenses (with limitations described in paragraphs 2) and 3) below) upon attainment of age sixty-five (65). A retiree who becomes Medicare-eligible prior to age sixty-five (65) may access the Retiree Medical HRA prior to age sixty-five (65).

2) For a retiree residing within a Kaiser Permanente Service Area, reimbursements shall be limited to the KPSAP (or other plans offered by Kaiser Foundation Health Plan) coverage costs, consisting of premiums in excess of the Medical Subsidy and deductibles or co-payments required for covered services under KPSAP (or other plans offered by Kaiser Foundation Health Plan).

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

4) In the event of a retiree's death, any balance in the Retiree Medical HRA will be available for the benefit of the retiree's surviving spouse or domestic partner who is an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner may access the Retiree Medical HRA for reimbursement of eligible medical expenses, subject to the same Retiree Medical HRA Rules of Application in sections 2) and 3) above, when the retiree would have been eligible to access the HRA. Any balance in the Retiree Medical HRA will remain available until remarriage, entering a new domestic partnership or death.

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

367 Retiree Medical Program "Eligibility" for Disabled Employees on or After January 1, 2017.

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

369 Retiree Medical Program "Medical Subsidy" For Disabled Employees.

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

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

372 Employer Allocation to Retiree Medical Health Reimbursement Account ("HRA") For Disabled Employees.

373 A Category 3 disabled retiree will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of $15,000 or $1,000 per year of service based on a one-thousand (1,000) hour compensated year or as otherwise defined prior to January 1, 2017, if more favorable. **A Category 3 disabled retiree who retires on and after January 1, 2020 will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the**

**amount equal to the greater of $15,000 or $2,000 per year of service.** On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours and prorated for each year in which the employee has at least 1,000 hours but fewer than 2,000 hours.

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

## ARTICLE XXII – HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

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

**Eligibility**

**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.**

**Pay Differential in Lieu of Certain Benefits**

**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.**

**Proof of Other Medical Coverage**

**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.**

**ACP Participation**

**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.**

**Payroll Calendar Year**

**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.**

**Exchanged Benefits**

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

**ESL Account Frozen**

**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.**

**Cash Out of PTO**

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

**Benefits Participation of An Employee in ACP**

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

- **Additional hours will be paid at the ACP wage rate differential;**
- **Commuter Spending Account;**
- **Dependent Care Spending Account;**
- **Designated Holidays worked paid at one and a half ($1^1/_2$ ) times the base wage rate; unworked Designated Holiday will not be paid;**
- **Employee-purchased Optional Life Insurance**
- **Health Care Spending Account;**
- **Jury Duty paid at the ACP wage rate differential;**
- **Kaiser Permanente Employees Pension Plan (KPEPP), (with Final Average Monthly Compensation at the base wage rate without the 20% ACP differential);**
- **Shift differentials paid on all applicable hours;**
- **Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential);**
- **Tax-Deferred Retirement Savings;**
- **Tuition Reimbursement; and**
- **Unpaid Leaves of Absence, including FMLA/CFRA, Personal Leave, Medical Leave, Occupational Injury or Illness Leave, have no benefit coverage or accruals associated with the leaves.**

**Unpaid Leave for Employees in ACP**

**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.**

**Post Retirement Benefit for Employees in ACP**

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

**<u>Increased Dental Maximums effective January 1, 2021</u>**

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

**Benefits by Design Voluntary Programs Effective January 1, 2020**

**Effective January 1, 2020, insurance benefits found in the Benefits by Design voluntary program will be made available on an after-tax basis to employees eligible for benefits, subject to the satisfaction of any insurer requirements. The available options may include long-term care insurance, legal services insurance, additional term life insurance, identity theft maintenance, auto and homeowners' insurance, and pet insurance. Any improvements or changes made to the program will be offered to eligible employees.**

## ARTICLE XXVIII – JOB DUTIES AND WORKLOAD DISTRIBUTION

### Section 1 – Job Duties

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

### Section 2 – Workload Distribution

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

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

### Section 3 – ~~Schedule Management~~ Provider Profiles

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

2. ~~In order to provide more individual return time, it is the Employer's intent to construct therapist profiles to allow for four (4) individual/family returns for every one (1) new psychotherapy intake.~~ **The Employer will construct therapist profiles with a ratio of new psychotherapy intakes to individual/family returns. Intakes provided either through Connect 2 Care or the local medical center are considered a new psychotherapy intake.**

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

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

3. **Changing to the 1:5 ratio at each individual Medical Center will be done at a time and manner as determined by the Employer. It is the Employer's intent to achieve the 1:5 ratio as soon as practicable considering regulatory requirements and ability to hire. ~~over the course of a three-year timeframe which would begin from the date of ratification.~~**

~~4. New includes "N", "A" and "U" appointment types~~. **O**nce on-going treatment has started for an episode of care, any patient not seen by ~~the individual a~~ the on-going therapist for an individual psychotherapy appointment within the previous twenty-four (24) months should be booked as an "N"**,** unless the patient is being seen as coverage for another therapist. ~~Assigned groups, meetings, case consultation conferences, and supervision time are excluded from this ratio.~~

5. The ~~4:1~~ **1:5** ratio does not apply immediately to new employees, or to employees returning from an extended leave**,** where patient caseloads have been substantially reduced, or employees who have been newly assigned individual psychotherapy time. Such employees can expect to have a ratio less than ~~4:1~~**1:5** until a case load is established.

**5.** To ensure ongoing adequate access, when a ratio of ~~4:1~~ **1:5** cannot be maintained for greater than one (1) month, the Employer's intent will be to refer patients to providers outside the bargaining unit, including, at the Employer's sole discretion, non-KP providers, in order to return to a ~~4:1~~ **1:5** ratio, as needed, by facility. **The use of any such outside assignment of patients will not result in the elimination of bargaining unit positions.**

**6.** If it is necessary to refer out for longer than three (3) months in a department, the Employer will adjust staffing in the department as needed in order to return to a ~~4:1~~ **1:5** ratio, except in cases where the need to refer out is temporary, for example where it is due to employee leaves. While the Employer's intent is as stated above, the Union recognizes that circumstances may require modification of new to return ratios in order to maintain appropriate access for new patients **per regulatory requirements**.

**7.** When therapists are scheduled to work in clinic, **providing individual and group therapy, which excludes** ~~unless they are assigned to other~~ specific duties **assigned** by management, such as **(**triage, ~~groups~~, **case management, psychological testing**, meetings, **required trainings**, case consultation conferences, **allocated prep/charting time for group(s) and/or supervision)** all of their remaining time is potentially available for individual/family/**group** therapy appointments. **This will be considered Time Available for Patient Care (TAPC). Of the total TAPC 15% will be allocated for Indirect Patient Care (IPC). ~~For example, if an employee works 40 hours a week and has three hours of meetings and two three hours providing group therapy (two groups), one hour prep/charting time for the two groups,~~**

~~they would have 35 36 hours of TAPC, including 3.5 3.6 hours of IPC, and 32.5 32.4 hours of direct patient care. 32.4 hours of direct patient care would consist of 29.4 hours for individual/family therapy and 3 hours for group therapy~~. **For example, if an employee works 40 hours a week and has three hours of meetings and two groups (at 1.5 hours each), the provider would have 37 hours of TAPC, including 5.6 hours of IPC, 1.0 hour for G= and 30.4 hours of direct patient care. The 30.4 hours of direct patient care would consist of 27.4 hours for individual/family therapy and 3 hours for group therapy. Each individual provider will confer with management and determine how best to schedule indirect patient care time. Management will not convert or book into provider IPC time.**

8. **It is the Employer's expectation that all TAPC be utilized for patient care. Therefore, it will be a joint employee and management effort to achieve 100% booked direct patient care for individual/family therapy and minimize fail to keep appointments (FTKA). Management will provide support for booking appointments. Time that becomes available due to FTKA or late cancellations may be used for indirect or direct patient care. The Employer will develop metrics to measure the use of TAPC and use of outcomes tools.**

9. **Individual therapy providers will have the option to reserve return appointments for clinically appropriate return access and/or unexpected crisis patient care ("Q"). Providers will be able to reserve ~~a minimum of 60 minutes~~ one Q appointment per week for every ~~two~~ new patient booked the prior week for on-going therapy. Upon mutual agreement additional Q appointments will be added based on need and use. Management will not book into this time without prior agreement of the provider, except for appointments unbooked ~~24~~ 48 hrs or ~~one~~ two business days in advance. These appointments can be used for return appointments or one-time assessments that would not affect the ~~1:6~~ 1:5 ratio.**

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

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

~~When therapists are scheduled to work in clinic, unless they are assigned to other specific duties by management, such as triage, groups, meetings, case consultation conferences, and or supervision, all of their remaining time is potentially available for individual/family therapy appointments. Of the time potentially available for individual/ family therapy, therapists are expected to average over three months at least 75% seen direct patient care. Booked and registered in person, video, collateral, and phone visits count toward the 75% standard. This schedule management proposal only applies to time spent on individual adult and child therapy within the department of Psychiatry. It does not apply to Chemical Dependency, Behavioral Medicine, Early Start, Autism Spectrum Disorder Evaluation Center, IOP, and Neuropsychology time.~~

~~Providers will have individual discretion how to use the time created by patients failing to keep appointments (FTKA), including performing indirect patient care functions not able to be completed in the scheduled IPC time. Providers are encouraged to use a portion of FTKA and un-booked time for booked and registered clinical appointments (e.g., TAV's; assisting~~

~~with drop-ins, seeing additional new patients, etc.). , in order to achieve the schedule management standard.~~

~~The Employer will develop metrics to measure and report the amount of time spent in direct versus indirect patient care. Facility and region-wide reports will be shared with all staff at staff meetings. Individual reports will be shared individually.~~

~~Direct patient care is defined as time that is booked, registered and spent seeing the patient or the patient's family member and includes, booked and registered in-person visits, TAV's, video visits and collateral visits.~~

~~The overall goal will be 75% of patient care time is direct seen time and 25% is I indirect patient care time (made up of assigned IPC, FTKA and un-booked time). The parties agree to work collaboratively to jointly develop incentives to encourage attainment of this goal. The Employer will also share best practices with all employees and may make suggestions to individuals on how to improve efficiency.~~

**Section 4 – Referral of Cases**

In order to meet the needs of our patients, the Employer may, at its discretion, assign patients to outside providers when appointments are not available within timeframes consistent with appropriate psychiatric care and/or as required by law. ~~The use of any such outside assignment of patients will not result in the elimination of bargaining unit positions.~~

**Section 5 – Outcomes Based Care**

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

**Employer withdraws counter-proposal on ARTICLE XXIX – CORRECTIVE ACTION PROCEDURE in its entirety and proposes to keep current contract language.**

**ARTICLE XXXI – PROFESSIONAL PRACTICE COMMITTEES**

**Section 1 – Local Professional Practices Committee**

To develop and maintain a collaborative environment in which quality patient care and constructive dialogue are enhanced, Professional Practices Committees (PPC) will ~~be established~~ **continue**. The PPCs will be composed of chiefs and/or managers and employees representing classifications within the bargaining unit. Management will select ~~up to three~~ a **m i n i m u m o f** (3) representatives and the Union will select ~~up to~~ a **m i n i m u m o f** three (3) representatives. **Any number above three (3) will be by mutual agreement of the parties.**

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

The objectives of the PPCs will be to:

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

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

The PPCs will meet during regularly scheduled meeting times, **for a total of two hours monthly,** ~~or have additional meeting times~~ which will be Employer paid.
**A d d i t i o n a l** meeting scheduling and length will be determined by the work/project/initiative at hand, subject to approval by the Employer.

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

**Section 2 – Regional Professional Practices Committee**

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

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

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

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

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

These PPC committees will not address any contractual or grievance issues, nor shall these committees have any authority to modify terms of the Collective Bargaining Agreement nor to bargain over

changes in wages, hours and working conditions of bargaining unit employees. Issues that cannot be resolved by the Local PPC may be referred by agreement of the parties to the Regional PPC for consultation. Issues discussed or addressed by the PPCs will not be subject to the grievance and arbitration procedure for resolution.

~~**Section 4 – Regional Contract Maintenance Committee**~~

~~A Regional Contract Maintenance Committee will be composed of up to six (6) members. The members will comprise two (2) participants selected by the Union, two (2) participants selected by the Employer, the Union Field Representative/Organizer or designee and the Employer's Labor Relations Representative or designee.~~

~~The role of the Contract Maintenance Committee will be to assist in resolving issues related to implementation of the new Collective Bargaining Agreement between the parties.~~

~~The Contract Maintenance Committee will meet up to one time per month at the request of either party by providing fifteen (15) days written notice to the other party. Meeting length will be determined by agreement. Contract Maintenance Committee bargaining unit members will be paid on a no loss basis for time spent participating in Committee meetings.~~

~~The Contract Maintenance Committee will remain in effect for one year following ratification of the Collective Bargaining Agreement.~~

**ARTICLE XXXVII – DURATION OF AGREEMENT**

Except as otherwise specifically provided, this Agreement shall be effective as of October 1, 2018, and shall continue in effect through September 30, 2020 and shall be automatically renewed from year to year thereafter, unless amended, modified, changed or terminated.

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

**Letter of Understanding – Add as an Appendix to CBA**

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

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

**Letter of Understanding – Schedule Management Guidelines**

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

**Letter of Understanding – Immediate Relief**

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

1) **Staffing with temporary agency resources and therapists focused on crisis intake**
2) **Staffing with temporary agency psychiatric RNs to provide triage services**
3) **Consistent application of Schedule Management, specifically the following three practices:**
   - **3.1 Establishment of a consistent and standardized use of 'Q' appointments across the region**
   - **3.2 Return appointments will not be converted to new ('N' or 'A') appointments unless they are un-booked within 48 business hours from the appointment time**
   - **3.3 As stated in the April 20, 2017, communication from the RPPC regarding Schedule Management Clarification:**
     **Providers are encouraged, not mandated, to have profiles with 80% or more bookable time in order to increase their opportunity to meet the 75% productivity standard**

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

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

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

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

**Letter of Understanding – Model of Care**

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

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

**Purpose**

1. **To improve internal capacity to provide psychotherapy**
2. **To develop innovative approaches to feedback informed care, case conferencing, caseloads, treatment planning in order to provide effective, evidence-based care.**
3. **To integrate new approaches to care, including telehealth, digital therapeutics**
4. **To create team-based models so that therapists can work at the full scope of their clinical license, supported by office, clerical and/or extender roles.**

**Objectives of the Collaborative**

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

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

**Mutual Interests**

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

**Membership, Support Structure, Reporting Relationships, Norms & Communications**

**Membership and Reporting Relationships**

1. **Membership of the collaborative shall be comprised of members of the RPPC and other therapists and doctors as mutually agreed upon and designated by the RPPC.**
2. **In person preferred, remote meetings are an option.**
3. **Time Commitment:**
    a. **Collaborative requires a 6-month commitment, with expectation that work also will occur outside formal meetings.**

b. **Members will be expected to meet on average two days per month**
c. **Union members will be given paid release time to attend meetings and complete collaborative-related work.**

4. **Within 30 days of ratification, the RPPC will convene to identify preliminary data to be considered in constructing metrics and targets.**
5. **Recommendations will be submitted to the Executive Steering Group of the Northern California Regional Professional Practice Committee.**
6. **Recommendations must be based on consensus decision making.**
7. **Quorum will consist of 3 managers and 3 NUHW collaborative members.**
8. **Contractual, health plan benefits, and fixed systemic operational issues are not within the scope of this collaborative.**
9. **A progress update will be provided by the collaborative to the Executive Steering Group of the Northern California Regional Professional Practice Committee by 3 months of the first meeting.**
10. **Deliverables in the form of written recommendations will be presented to the Executive Steering Group of the Northern California Regional Professional Practice Committee within 6 months of the first meeting.**

**Support Structure**

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

**Group Norms**

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

**Communications**

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

**Tentative Agreements**

All tentative agreements will be incorporated into the final agreement. Other provisions of the expired contract will remain, except to the extent that there is conforming language.

**Joint Communication**

**The parties agree to jointly craft a communication which both parties affirm to jointly support the agreements reached during bargaining and acknowledge the mutual consideration and understanding reached by both parties.**

**Withdrawal of NLRB Unfair Labor Practice Charges**

**In acceptance of the offers contained herein, NUHW shall immediately withdraw any and all open NLRB Charges filed by the Union.**

**By signing below, the Parties affirm that this Agreement resolves any and/or all issues pursuant to this collective bargaining.**

| | |
|---|---|
| _____ | _____ |
| Deborah Glasser | Greg Tegenkamp |
| Chief Negotiator | Chief Negotiator |
| Kaiser Permanente | NUHW |