

**KAISER – UNAC/UHCP**

**LABOR–MANAGEMENT AGREEMENT BETWEEN**

**KAISER PERMANENTE MEDICAL CARE PROGRAMS**

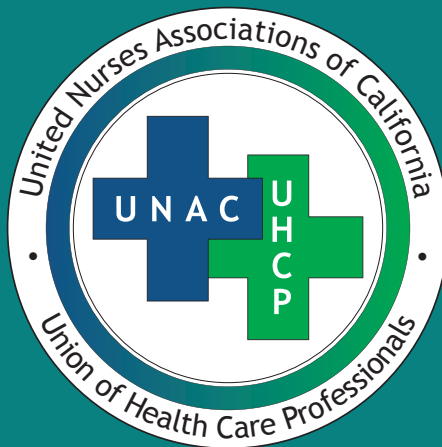
**AND**

**UNITED THERAPISTS OF SOUTHERN CALIFORNIA**

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA**

**UNION OF HEALTH CARE PROFESSIONALS**

**NUHCE · AFSCME · AFL-CIO**



**October 1, 2015 – September 30, 2018**

**UNITED THERAPISTS OF SOUTHERN CALIFORNIA**

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA**

**UNION OF HEALTH CARE PROFESSIONALS**

**NUHHCE · AFSCME · AFL-CIO**

**And**

**KAISER PERMANENTE MEDICAL CARE PROGRAMS**

## **LABOR-MANAGEMENT BARGAINING HISTORY**

<b><u>AGREEMENT</u></b>	<b><u>EFFECTIVE DATES</u></b>
<b>Original</b>	<b>January 18, 2014 to September 30, 2015</b>
<b>2nd Contract</b>	<b>October 1, 2015 to September 30, 2018</b>

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**TABLE OF CONTENTS**

AGREEMENT .....	1
PREAMBLE .....	1
ARTICLE 1 RECOGNITION AND COVERAGE .....	2
ARTICLE 2 COURTESY .....	3
ARTICLE 3 RIGHTS OF MANAGEMENT .....	3
ARTICLE 4 STRIKES AND LOCKOUTS .....	3
ARTICLE 5 MEMBERSHIP .....	3
ARTICLE 6 NON-DISCRIMINATION .....	5
ARTICLE 7 HARASSMENT .....	5
ARTICLE 8 UNION REPRESENTATION .....	5
ARTICLE 9 CORRECTIVE ACTION AND DISCIPLINE .....	7
ARTICLE 10 GRIEVANCE AND ARBITRATION .....	9
ARTICLE 11 PROBATION AND EVALUATION .....	13
ARTICLE 12 SENIORITY .....	15
ARTICLE 13 PATIENT CARE ADVOCACY AND PROFESSIONAL PRACTICE .....	18
ARTICLE 14 JOB POSTINGS AND FILLING OF VACANCIES .....	26
ARTICLE 15 HEALTH CARE PROFESSIONAL VACANCIES .....	29
ARTICLE 16 NEW OR REVISED JOBS .....	30
ARTICLE 17 HOURS OF WORK AND OVERTIME .....	31
ARTICLE 18 EARNED TIME OFF PROGRAM .....	39
ARTICLE 19 LEAVES OF ABSENCE .....	48
ARTICLE 20 COMPENSATION .....	57
ARTICLE 21 HEALTH AND WELFARE BENEFITS .....	66
ARTICLE 22 RETIREMENT BENEFITS .....	73
ARTICLE 23 MEDICAL MALPRACTICE INSURANCE .....	81
ARTICLE 24 EDUCATION .....	81
ARTICLE 25 SAFETY AND HEALTH .....	85
ARTICLE 26 SUBCONTRACTING .....	85

ARTICLE 27	CONFIDENTIALITY OF RECORDS .....	85
ARTICLE 28	PRIOR BENEFITS AND POLICIES .....	85
ARTICLE 29	SAVINGS CLAUSE .....	86
ARTICLE 30	DURATION .....	86
SIGNATURES	.....	87
APPENDIX A	WAGE SCHEDULE .....	89
APPENDIX B	PER DIEM COMMITMENT .....	91
APPENDIX C	NATIONAL AGREEMENT - NO CANCELLATION/PART D .....	93
APPENDIX D	RECREATION THERAPISTS .....	94
APPENDIX E	INCENTIVE PLANS .....	94
APPENDIX F	FUNDING LMP TRUST .....	94
INDEX	.....	95

## **AGREEMENT**

This Agreement is made and entered into by and between Kaiser Foundation Hospitals and Southern California Permanente Medical Group, hereinafter referred to as the “Employer” and the United Therapists of Southern California, which is an affiliate of the United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO (UNAC/UHCP), hereinafter referred to as the “Union.”

## **PREAMBLE**

Provisions of local collective bargaining agreements and The National Agreement should be interpreted and applied in the manner most consistent with each other and the principles of the Labor Management Partnership. If a conflict exists between specific provisions of a local collective bargaining agreement and The National Agreement, the dispute shall be resolved pursuant to the Partnership Agreement Review Process in Section 1.L.2.

If there is a conflict, unless expressly stated otherwise, The National Agreement shall supersede the local collective bargaining agreements; however, in cases where local collective bargaining agreements contain explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the local collective bargaining agreement, The National Agreement shall not be interpreted to deprive the employees of such wage, benefit or condition.

## **ARTICLE 1 – RECOGNITION AND COVERAGE**

- 101 The Employer hereby recognizes the Union as the sole bargaining agent representing all included Health Care Professionals for the purposes of collective bargaining to establish rates of pay, hours of work, and other conditions of employment.
- 102 Employees covered by this Agreement are those Health Care Professional licensed applicants, certified, or licensed to practice in the State of California and employed by the Employer in the following classifications: Physical Therapists, Occupational Therapists, Recreation Therapists, Clinical Specialist I – Physical Therapists, Clinical Specialist I – Occupational Therapists, Home Health Physical Therapists, Home Health Occupational Therapists, Home Health Recreation Therapists, Clinical Specialist II – Physical Therapists, Clinical Specialist II – Occupational Therapists, Senior Physical Therapists, Senior Occupational Therapists, and Senior Recreation Therapists at the following Medical Centers and their associated outlying Medical Offices and Inpatient facilities: Baldwin Park, Downey, Fontana, South Bay, Kern County, Los Angeles, Ontario, Orange County – including Anaheim and Irvine, Panorama City, Antelope Valley, Riverside, Moreno Valley, San Diego, West Los Angeles, and Woodland Hills. This will also include employees in the above referenced classifications at the Regional Offices and its outlying facilities. Furthermore, Health Care Professionals at any additional facilities which may qualify as accretions to any of the existing Medical Centers during the term of this Agreement will also be covered by this Agreement.
- 103 Excluded from coverage, unless expressly abridged by the agreement are Supervisor classifications, and all other non-Health Care Professional employees including personnel defined in the National Labor Relations Act, as amended.
- 104 For the purpose of this Agreement, the term “facility’ shall be defined as each medical center and associated medical office buildings.
- 105 The Bargaining Unit shall be composed of all Health Care Professionals covered by this Agreement, as described in Paragraphs 102 and 103.
- 106 The Employer agrees that during the term of this Agreement it will not challenge the bargaining unit status of any job classification covered by this Agreement. The Employer further agrees that during the term of this Agreement it will neither claim that any job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, nor assign any Health Care Professional such duties for the purpose of removing that Health Care Professional from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union’s right to represent any Health Care Professional in any job classification covered by this Agreement based on a claim that such Health Care Professional is a supervisor within the meaning of the NLRA.



**ARTICLE 2 – COURTESY**

201 The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, physicians, patients and the public.

**ARTICLE 3 – RIGHTS OF MANAGEMENT**

301 All the rights of management vested solely in the Employer in the operations of its business are limited only by the specific provisions of this Agreement.

**ARTICLE 4 – STRIKES AND LOCKOUTS**

401 In view of the importance of the operation of the Employer’s facilities to the community, the Employer and the Union agree that there will be no lockout by the Employer, and no strikes or other interruptions of work by the Union or its member Health Care Professionals during the term of this Agreement, and that all disputes arising under this Agreement shall be settled in accordance with the Grievance and Arbitration Article.

**ARTICLE 5 – MEMBERSHIP**

501 **Requirements**

502 It shall be a condition of employment that all Health Care Professionals of the Employer covered by this Agreement shall remain members of the Union in good standing. For the purpose of this Article, membership in good standing is satisfied by the payment of uniform and customary initiation fees, periodic dues and reinstatement fees required by the Union, except to the extent modified by Paragraph 510 herein. It shall also be a condition of employment that all Health Care Professionals covered by this Agreement and hired on or after its execution date shall, within thirty one (31) days following the beginning of such employment, become and remain members in good standing in the Union.

503 **Maintenance**

504 Health Care Professionals who are required hereunder to maintain membership and fail to do so, and Health Care Professionals who are required hereunder to join the Union and fail to do so, shall upon notice of such action in writing from the Union to the Employer, be notified of their delinquent status and that the Union is requesting the delinquent monies. If the Health Care Professionals refuses to comply, termination may

be necessary. However, it is understood that all reasonable efforts will be made to correct the situation before termination is justified.

505 **New Health Care Professionals Notice**

506 At the time of employment, a copy of this Agreement shall be given by the Employer to each Health Care Professionals covered by this Agreement and specific attention shall be called to the obligation of this provision. The Employer shall also give to each Health Care Professionals covered by this Agreement at the time of employment, the current Union form authorizing voluntary payroll deduction of monthly dues.

507 Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employed Health Care Professionals who are subject to the provision of this Agreement giving names, addresses, classifications and dates of employment.

508 On or before the tenth (10) of each month, subsequent to the establishment of the master list, the Employer will forward to the Union, the names, addresses, classifications and dates of employment of new Health Care Professionals and the names of those Health Care Professionals who have resigned or who have been terminated.

509 **Payroll Deduction of Union Membership Dues**

510 The Employer will deduct Union membership dues and initiation fees from the wages of each Health Care Professionals who voluntarily agrees to such deductions and who submits an appropriate written authorization to the Employer, setting forth standard amounts and times of deduction. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written authorization or within a fifteen (15) day period prior to the termination date of the current Agreement between the Employer and the Union, whichever occurs first. Dues deductions shall be made monthly and remitted to the Union.

511 **Indemnification**

512 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with this Article.

513 **Exemptions**

514 As provided by Federal law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be handled separately, and any agency of the employees' local United Fund (or equivalent) shall be used in compliance.

**ARTICLE 6 – NON-DISCRIMINATION**

- 601 The Employer and the Union agree that there shall be no discrimination against any Health Care Professionals or applicant because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical disability, mental disability, veteran status or marital status as provided by law.
- 602 There shall be no distinction between wages paid to men and wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

**ARTICLE 7 – HARASSMENT**

- 701 The Employer is committed to providing a work environment free from discrimination and unlawful harassment, such as verbal, physical, or visual that is unwelcome and is based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment.

**ARTICLE 8 – UNION REPRESENTATION**

- 801 **Union Representation**
- 802 The Union will be allowed to appoint a reasonable number of Union Representatives to conduct union business related to Kaiser Permanente.
- 803 The Union President or designee will be the Chief Representative of the United Therapists of Southern California.
- 804 Union Representatives will notify their manager or designee when required to participate in union business during work hours. Union Representatives will be paid for time spent during scheduled work hours when participating in grievance, disciplinary, issue resolution or corrective action meetings with Management. Requests for participating in union business will not be unreasonably denied. Whenever possible, appropriate advance notification should be given to the manager or designee. In instances when a Union Representative is required on short notice, i.e., the same day, the Union Representative will consult with his/her manager or designee to arrange a satisfactory time.

805 There shall be no discrimination by the Employer against Health Care Professionals because of membership in or activity on behalf of the Union, provided that such activity does not interfere with the Health Care Professional's regular duties. Union Representatives shall not be transferred or reassigned to another work area as a result of Union activities.

806 **Access Rights of Union Representatives**

807 Officers and Representatives of the Affiliate and/or the State Association shall be permitted access to the Employer's facilities. The Employer shall permit the State Association Representatives to conduct union business provided the Human Resources Director is notified and that no interference of the work of the Health Care Professional shall result. If it is necessary for Representatives to conduct union business during other than normal business hours, the Human Resources Director or, if not available, management should be notified.

808 **Union Leave of Absence**

809 Leaves of Absence for Union Business will be granted and addressed in accordance with the National Agreement. Should the National Agreement not be renewed, the Union may initiate a request to bargain the issue of Union Leave of Absence.

810 **Union Meetings**

811 Upon request, Union meetings and elections may be held at the Medical Center facilities, when appropriate, provided space is available.

812 **New Employee Orientation**

813 The parties agree to the value of the Union meeting with newly hired Health Care Professionals who are bargaining unit members. As a result, the Affiliate officers or designee shall have access to New Employee Orientation to meet with newly hired Health Care Professionals.

814 **Bulletin Boards**

815 The Employer may provide one (1) glass enclosed, locking bulletin board at each primary location where Health Care Professionals are regularly employed for the exclusive use of the Union. Placement of materials will be by mutual agreement and copies of materials will be provided upon request.

## **ARTICLE 9 – CORRECTIVE ACTION AND DISCIPLINE**

### 901 **Corrective Action**

902 The parties agree to adopt and follow the Corrective Action process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.

903 In the event the Corrective Action process is discontinued the parties will meet to identify an alternative process.

### 904 **Issue Resolution**

905 The parties agree to the philosophy and concepts outlined in the Issue Resolution process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.

906 In the event the Issue Resolution process is discontinued the parties will meet to determine if an alternative process is necessary.

### 907 **Discipline**

908 The Employer shall discipline, suspend or discharge any Health Care Professional for just cause only.

909 All Health Care Professional shall have the right to have a Union Representative present at any meeting with supervisors or Management representatives when such meetings are investigatory, accusatory or disciplinary in nature. Management will advise the concerned Health Care Professional if the intent of the meeting is to be investigatory, accusatory or disciplinary in nature.

910 The Employer shall notify the State Association of a discharge within seven (7) workdays stating the reason for the action taken. Such notice may first be made by telephone, with written confirmation to be made as soon thereafter as is reasonable. In the event a Union Representative is present during the termination, the Association will be deemed to have been notified. Receipt by the Affiliate of the Corrective Action/Notice of Disciplinary Action will constitute notification as referred to in this paragraph.

911 Health Care Professionals will receive copies of all corrective action disciplinary notices placed in their personal/personnel files and shall have the right to rebut in writing any corrective action/disciplinary notice. Such rebuttal shall be attached to the corrective action/disciplinary notice and placed in the personal/personnel file. Any materials relating to corrective action/discipline for which there has been no reoccurrence for one

(1) year shall not be used as a basis for progressive corrective action/discipline in any future matters and will be removed after one (1) year. The Health Care Professionals shall have the right to review their personnel files to ensure the outdated corrective action/disciplinary notices have been removed.

912 It is the intent of the Employer to utilize progressive corrective action/discipline in normal circumstances. The corrective action/discipline imposed will be appropriate to the offense. Where deemed appropriate, the Employer may elect to use informal corrective action such as verbal counseling and documented counseling prior to the issuing of formal discipline. Formal corrective action/discipline imposed may include any or all of the following: written Corrective Action/Notice of Disciplinary Action, suspension and/or discharge. However, Health Care Professionals may be discharged for gross misconduct or gross neglect of duty without prior warning.

913 **Personnel Record Information**

914 The Employer shall provide copies of Corrective Action Notices of Disciplinary Action to the appropriate local Union Representative within five (5) workdays. In the event a Union Representative is present during the corrective action/discipline, the Association will be deemed to have been notified.

915 All Notices of Corrective Disciplinary Action are subject to the Grievance and Arbitration Procedure except notices of termination issued to probationary employees as referenced in Paragraph 1107.

916 The Employer further agrees, upon request with the written consent of the Health Care Professional and accompanied by the Health Care Professional, to show the Union Representative any material in the personnel record which is germane to an alleged infraction by the Health Care Professional, in accordance with established procedures.

917 In any case where the Employer and Union Representative agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.

918 To satisfy governmental record-keeping requirements, copies of such notices shall be permanently maintained in a separate file to which supervisors shall not have access.

## **ARTICLE 10 – GRIEVANCE AND ARBITRATION**

1001 **Grievance Procedure**

1002 Any complaint or dispute arising between a Health Care Professional and/or the Union and the Employer concerning the interpretation or application of the provisions of this Agreement or any questions relating to wages, hours of work, or other conditions of employment, shall be resolved in accordance with this Article. However, it is the intent of the parties to resolve any and all disputes at the earliest possible step of the grievance process and to disclose any and all relevant facts and information that pertain to the issue in dispute.

1003 Union grievances filed on behalf of a group of Health Care Professionals, matters relating to contract interpretation, job classification or wage administration, discipline and discharge cases will be filed directly at Step Two, within thirty (30) calendar days after the Union had knowledge, or should have had knowledge, of the event which caused the grievance or complaint, by the Affiliate officer or designee.

1004 Regional grievances filed on behalf of a group of Health Care Professionals in more than one facility will be filed directly at Step Three by an Association State Officer or Staff Representative within thirty (30) calendar days after the Union had knowledge, or should have had knowledge, of the event which caused the grievance or complaint.

1005 **First Step**

1006 A Health Care Professional who believes a grievance or complaint exists will discuss such matter with the immediate supervisor, with or without a Union Representative present, as the Health Care Professional may elect. In the event the dispute remains unresolved, the Health Care Professional may submit a grievance in writing within thirty (30) calendar days after the Health Care Professional had knowledge, or should have had knowledge, of the event which caused the grievance or complaint. The written grievance shall state the facts and the requested remedy. It is the intent every reasonable effort be made between the parties to resolve differences.

1007 After a grievance or complaint has been submitted to the immediate supervisor, the supervisor shall respond in writing to the Health Care Professional within fifteen (15) calendar days.

1008 **Second Step**

1009 If the grievance is not resolved, nor an answer received from the supervisor in the first step within the specified time, the grievance shall be reduced to writing on the standard form provided by the Union. Within fifteen (15) calendar days, the Union Representative shall submit the written grievance to the local area Human Resources Director or designee.

- 1010 The Second Step hearing is to be convened within fifteen (15) calendar days with the appropriate Manager and the Human Resources Director or designee for the Employer, and the Union Representative and the Grievant. Clinical expertise will be made available where required.
- 1011 The Second Step answer is to be made by the Human Resources Director, or designee, within fifteen (15) calendar days following conclusion of the hearing.
- 1012 **Third Step**
- 1013 Appeals to the Third Step of the grievance procedure must be made within fifteen (15) calendar days following the date the Step Two answer was received. Appeals will be directed to the Regional Labor Relations Department.
- 1014 Within fifteen (15) calendar days of receipt of the Union's written appeal, the parties will exchange a minimum of three (3) potential meeting dates that allow for a timely third step meeting to occur. A representative of the Regional Labor Relations Department shall preside for the Employer, and a State Officer or Staff Representative for the Union. Either party may include additional representatives at the Third Step who have been involved in the grievance in prior steps.
- 1015 The Third Step answer is to be made within fifteen (15) calendar days following conclusion of the hearing(s).
- 1016 **Arbitration**
- 1017 The Union will have fifteen (15) calendar days following receipt of the Step Three response, in which to appeal the grievance to arbitration.
- 1018 Appeals to arbitration will be made by letter to the Regional Labor Relations Representative.
- 1019 The Arbitrator may be mutually agreed to by the parties or the parties will mutually draft and sign a request to the Federal Mediation and Conciliation Service for a panel of five (5) Arbitrators. Selection of the Arbitrator shall then be made by each party alternately striking names, and the Arbitrator shall be the remaining name. Choice of first (1st) striking shall be by lot.
- 1020 Arbitrators are only authorized to provide interpretation of the application of this Agreement, and shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement. An Arbitrator has no authority to order an interest payment, damages nor expenses in conjunction with any back pay award.



- 1021 The decision of the Arbitrator shall be final and binding on the parties. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence. Extension shall be by mutual agreement of the parties.
- 1022 Expenses of arbitration shall be shared equally by the parties. Each party will be responsible for the cost of its representation and witnesses.
- 1023 The Grievant shall be permitted time off work to attend the arbitration proceedings. Said time shall be without pay, unless arrangements have been made for the Grievant to receive earned time off pay. In addition, any approved time off granted for arbitration preparation shall be either approved earned time off pay or without pay.
- 1024 Following the appeal of a grievance to arbitration, the parties may schedule a pre-arbitration meeting for the final evaluation of facts and conducting related business.
- 1025 **Mediation**
- 1026 A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.
- 1027 The Mediator shall be selected by mutual agreement of the parties. The Mediator shall serve for a one (1) day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a Mediator, this mediation procedure shall not be effective. The parties may select more than one (1) Mediator to serve in future sessions, and if such is done, the Mediators will rotate one (1) day assignments, unless removed.
- 1028 The expenses and fees of the Mediator shall be shared equally by the parties.
- 1029 Attendance at mediation sessions shall be limited to the following:
- Association: Spokesperson  
Assigned Association Officer  
Grievant
- Employer: Spokesperson  
Labor Relations Representative  
Human Resources Office Representative
- Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
- 1030 Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.

- 1031 The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- 1032 Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.
- 1033 The primary effort of the Mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the Mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one (1) party.
- 1034 If settlement is not achievable, the Mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The Mediator's opinion shall be given orally together with a statement of reasons for such.
- 1035 The Mediator's verbal opinion should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The Mediator, however, shall have no authority to compel the resolution of the grievance.
- 1036 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- 1037 If the grievance is arbitrated, the Mediator shall not serve as the Arbitrator. Neither the discussions nor the Mediator's opinion will be admissible in a subsequent arbitration proceeding.
- 1038 Should the mediation be scheduled during the Grievant's shift, the Grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Union observers may request time off for Union business without pay.
- 1039 **General**
- 1040 No settlement decision of any Arbitrator, or of the Employer, in any one (1) case shall create a basis for retroactive adjustment in any other case.
- 1041 A grievance involving paycheck clerical errors may be presented up to one (1) year from the date of such error.

- 1042 Either party may elect to include additional representatives at any step of the Grievance Procedure.
- 1043 Grievances shall either be filed on behalf of an individual employee or a group of employees via class action. Class action grievances must specify the affected employees by department, entity or medical center. Back pay liability shall be limited to claimed contract violations that occurred within a thirty (30) calendar day period prior to the filing of the grievance, unless mutually agreed to otherwise by the parties.
- 1044 **Time Limits**
- 1045 Time limits may be extended by mutual agreement of the parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without having first been processed through at least one (1) formal step of the grievance procedure.
- 1046 If the Employer does not act within the time limits provided at any step, the Union may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer's response shall be the date of the postmark or the date received by the Union.
- 1047 If the Employer is not responding in a timely fashion, the Union will appeal the grievance expeditiously, without the Employer's response.

## **ARTICLE 11 – PROBATION AND EVALUATION**

- 1101 **New Hire Probation**
- 1102 Newly hired Health Care Professionals, including those hired after a break in continuous service, and those who transfer from another represented or unrepresented employee group, or region, will serve a basic probationary period of five (5) continuous months from date of hire.
- 1103 During each newly hired Health Care Professional's probationary period, Management will provide timely notification to the Union upon identifying any performance issues which need to be addressed. Notification will result in a joint meeting to include the Health Care Professional, Management representatives, and Union representatives in an attempt to resolve the issues. Notice is not required if the Health Care Professional is successfully completing the probationary period.
- 1104 Probationary periods may be extended by any absences.

- 1105 Nothing in this Article implies a delay in the Health Care Professional becoming a member in good standing of the Union.
- 1106 Within the probationary period, transfers shall be limited to status or shift changes within the medical center and department. Transfers between medical centers and/or departments that are managed by a different administrator within a probationary period may be considered on a case by case basis. In such circumstances, a new probationary period will begin at the new location.
- 1107 During the probationary period, a Health Care Professional may be dismissed for any reason without recourse to the grievance procedure. However, this does not preclude a probationary Health Care Professional from filing grievances related to contractual violations or disputes.
- 1108 On a monthly basis, a list of all new Health Care Professional orientees covered by this Agreement will be sent to the UNAC/UHCP State Office.
- 1109 **Health Screening**
- 1110 Prior to employment, and as required thereafter, each Health Care Professional will be required to successfully complete a health screening. Failure to satisfactorily complete and pass the health screening will be cause for termination or withdrawal of tentative offer of employment.
- 1111 **Performance Evaluation**
- 1112 All Health Care Professionals will be reviewed annually by their Supervisor, with input, as needed, from multiple sources. All Health Care Professionals will be given an opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. Copies of such material shall be given to the Health Care Professional at the time such documents are issued. The Health Care Professional may indicate any agreement or disagreement on the evaluation form. Any area indicated as improvement needed on the evaluation form will be re-discussed with the concerned Health Care Professional approximately six (6) months after the issuance of the evaluation. The Health Care Professional shall sign and date such material only as proof of receipt. The Performance Evaluation is not intended to be used as a means of discipline. Therefore, the content of such evaluation is not subject to the Grievance Procedure. Nothing in this procedure shall preclude the Health Care Professional from participation in the grievance process for all other contractual matters. The Performance Evaluation will not be used as a basis to deny transfers pursuant to Article 14.

## **ARTICLE 12 – SENIORITY**

1201 **Bargaining Unit Seniority**

1202 Bargaining unit seniority, as used in this Agreement, shall be defined as continuous service beginning with the most recent date the employee enters a Health Care Professional bargaining unit position in a full-time, part-time or per diem status at time of ratification of this Agreement. For all Health Care Professionals hired into bargaining unit position post ratification, seniority shall commence on the date of hire into the bargaining unit position. Although eligibility dates may be adjusted to reflect service for the purposes of wages and benefit accruals, bargaining unit seniority for Health Care Professionals is always the date he/she enters a Health Care Professional bargaining unit position and is not adjusted, except as specifically provided for in this Agreement.

1203 Bargaining unit seniority shall be utilized for the purposes of reductions in force, layoff and recall. In addition, seniority may be used in circumstances requiring realignments and/or expansion of hours, for job bidding, transfers, and promotions, and for vacation and holiday selection, as expressly provided for in this Agreement.

1204 **Seniority Tie Breaker**

1205 In the event that two or more Health Care Professionals have the same seniority date, the most senior shall be determined by their employment application date. In the event that application date is the same, the Health Care Professional with the earliest time stamped on the employment application will be deemed more senior.

1206 **Loss of Seniority**

1207 A Health Care Professional shall lose seniority, as specified in this Article, as a result of any of the following:

1. Voluntary termination of employment, absent return to a bargaining unit position within one (1) year of terminating;
2. Transfer out of a bargaining unit position, absent return to a bargaining unit position within one (1) year of transferring;
3. Transfer out of a bargaining unit position and into a KP residency and/or fellowship program position, absent return to a bargaining unit position within eighteen (18) months of transferring;
4. Discharge for just cause;
5. Failure to return from an authorized Leave of Absence;
6. Failure to return to work following recall from a layoff, or removal from the recall list following a period of one (1) year.

1208 **Return to the Bargaining Unit**

1209 A Health Care Professional who (1) voluntarily terminates employment and has at least six (6) months of employment or (2) transfers out of the bargaining unit to another job with the Employer not covered by this Agreement, and returns to a bargaining unit position within one (1) year will retain all previously accrued service credit for wages and benefits, and will retain all previously accrued bargaining unit seniority. A Health Care Professional who transfers out of a bargaining unit position and into a KP residency and/or fellowship program position and returns to a bargaining unit position within eighteen(18) months will retain all previously accrued service credit for wages and benefits, and will retain all previously accrued bargaining unit seniority.

1210 **Reduction in Force and Recall**

1211 Layoffs in connection with a Reduction in Force shall be accomplished by Employer department (for purposes of this Section, "outpatient", "inpatient", and "home health" have each been identified as separate departments), and job classification within a medical center and its associated medical office buildings, using bargaining unit seniority. For purposes of this Section, job classifications are categorized as all physical therapist job titles, all occupational therapist job titles, or all recreation therapist job titles.

1212 Prior to implementing a Reduction in Force or hours, the Employer will give reasonable notice of any reduction in force. The parties shall meet to identify the skills of those affected and explore all possible options including training needs to minimize the impact of the reduction. The Employer shall discontinue use of all outside registry and travelers within the affected Health Care Professional job classification and department at the impacted medical and associated medical office building. Thereafter, the RIF order within a job classification shall be as follows:

1. Volunteers
2. Voluntary changes in status based on operational feasibility
3. Temporary employees, excluding residents and fellows
4. Residents/Fellows
5. Per Diem employees, by bargaining unit seniority
6. Full-time and Part-time employees, by bargaining unit seniority

- 1213 A Health Care Professional whose position has been eliminated in a RIF will be placed into a comparable open position within his/her medical center and associated medical office buildings for which the Health Care Professional is qualified. In the event there are multiple comparable position vacancies, the Health Care Professional may select one of the available positions.
- 1214 If no such vacant position exists, the impacted Health Care Professional shall displace the least senior Health Care Professional, within his/her job classification and department. If the impacted employee does not satisfy the minimum job qualifications of the least senior employee within his/her job classification and department, the impacted employee shall displace the least senior for which he/she does satisfy the minimum job qualifications. If the impacted Health Care Professional is the least senior within his/her job classification and department, and is qualified to work in more than one department, then he/she may displace a Health Care Professional within his/her job classification in another department who has less seniority than the impacted Health Care Professional so long as he/she satisfies the minimum job qualifications.
- 1215 The least senior Health Care Professional displaced shall be placed on layoff status.
- 1216 If the impacted Health Care Professional voluntarily chooses not to displace least senior employee then he/she will be placed in layoff status and recall provisions will apply.
- 1217 A laid off Health Care Professional shall be placed on a recall list, by bargaining unit seniority, for twelve (12) months for preferential hiring into a position comparable to their previous position. Comparable position is defined as (1) same medical center and associated medical office buildings, (2) same job title, and (3) same status. Health Care Professionals who decline an offer for a comparable position or who voluntarily transfer to another position will be removed from the preferential list.
- 1218 **Severance**
- 1219 If the National Agreement and the associated Employment and Income Security Agreement (EISA) are not renewed, the Parties agree to bargain a replacement severance agreement.
- 1220 **Realignment**
- 1221 Realignment for the purposes of this Article is defined as an Employer-required movement of bargaining unit employees to different work locations within an outpatient, inpatient or home health department at a medical center and its associated medical office buildings where there is no change in the number of department full-time equivalent employees (FTEs). Management will meet with the union to bargain the effects of realignment. In the event the parties cannot reach agreement, the parties will conduct a bid through utilizing bargaining unit seniority.

1222 **Expansion of Operating Hours**

1223 Expansion of operating hours for the purposes of this Article is defined as either (1) extending hours beyond current operating hours on current operating days, or (2) implementing operating hours on a day that is not currently open for operations. Management will meet with the union to bargain the effects of expanding operating hours. In the event the parties cannot reach agreement, the parties will conduct a bid through utilizing bargaining unit seniority.

**ARTICLE 13 – PATIENT CARE ADVOCACY AND PROFESSIONAL PRACTICE**

1301 **Patient Care Advocacy**

1302 The Parties recognize that bargaining unit Occupational Therapists, Physical Therapists and Recreation Therapists are obligated by licensure, and are accountable for providing safe, high quality patient care through the use of independent clinical judgment within their licensed scope of practice. Bargaining unit Health Care Professionals are dedicated to the principles of excellence, caring, ethics, respect, communication and accountability, and to work together with other professionals to achieve optimal health and wellness in the individuals and communities they serve.

1303 **Regional Professional Committees**

1304 The Parties agree to convene several Regional Professional Practice Committees for the purpose of providing a forum to advance the physical medicine and rehabilitative practice of bargaining unit Health Care Professionals using a joint decision making process. The Parties will use interest-based problem solving techniques to accomplish each Committee's charter.

1305 **Regional Professional Practice Committee – Physical Therapy**

1306 A Regional Professional Practice Committee for Physical Therapy shall be composed of one Physical Therapist from each medical center and/or an associated medical office building, to include at least one Affiliate officer, and a Staff Representative from the State Office. The Employer should have at least three (3) Representatives, to include a minimum of two (2) Management Representatives and a Regional Labor Relations Representative.

1307 The Committee should focus on the review of issues, policies, or contract interpretation issues which have a region-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a region-wide basis, except by mutual agreement.



- 1308 The subjects to be addressed shall include, but are not be limited to:
1. Quality of care
  2. Clinical guidelines and standards
  3. Practice models
  4. Specialty training programs
  5. Evaluate unit-based team (UBT) work for appropriateness in developing as a best practice for sharing region-wide
  6. Policies and procedures related to therapy
- 1309 The Committee shall meet as needed, but not less than quarterly. The Parties will mutually agree upon the setting of the agenda and scheduling of meetings.
- 1310 **Regional Professional Practice Committee – Occupational Therapy**
- 1311 A Regional Professional Practice Committee for Occupational Therapy shall be composed of one Occupational Therapist from each medical center and/or an associated medical office building, to include at least one Affiliate officer, and a Staff Representative from the State Office. The Employer should have at least three (3) Representatives, to include a minimum of two (2) Management Representatives and a Regional Labor Relations Representative.
- 1312 The Committee should focus on the review of issues, policies, or contract interpretation issues which have a region-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a region-wide basis, except by mutual agreement.
- 1313 The subjects to be addressed shall include, but are not be limited to:
1. Quality of care
  2. Clinical guidelines and standards
  3. Practice models
  4. Specialty training programs
  5. Evaluate unit-based team (UBT) work for appropriateness in developing as a best practice for sharing region-wide
  6. Policies and procedures related to therapy
- 1314 The Committee shall meet as needed, but not less than quarterly. The Parties will mutually agree upon the setting of the agenda and scheduling of meetings.

1315 **Regional Professional Practice Committee – Home Health**

1316 A Regional Professional Practice Committee for Home Health Therapists (both Physical and Occupational Therapists) shall be composed of one Home Health Therapist from each licensed home care agency, to include at least one Affiliate officer, and a Staff Representative from the State Office. The Employer should have a minimum of three (3) Representatives, to include one (1) Regional Management Representative, one (1) local Management Representative and a Regional Labor Relations Representative.

1317 The Committee should focus on the review of issues, policies, or contract interpretation issues which have a region-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a region-wide basis, except by mutual agreement.

1318 The subjects to be addressed may include, but are not be limited to:

1. Quality of care
2. Clinical guidelines and standards
3. Workload and staffing as related to access and quality of care
4. Practice models/professional license
5. Scheduling practices/issues as related to access and quality of care
6. Access as related to quality care
7. Weekend staffing as related to access and quality of care
8. Registry/traveler/non-bargaining unit employee utilization as related to access and quality of care
9. Review unit-based team (UBT) work related to therapy for appropriateness in developing as a best practice for sharing region-wide
10. Policies and procedures related to therapy

1319 The Committee shall meet as needed, but not less than two (2) times per year. The Parties will mutually agree upon the setting of the agenda and scheduling of meetings, and review effectiveness of frequency of meetings.

1320 **Ambulatory Domain Committee**

1321 The Ambulatory Domain group is an existing regional committee whose work is to provide clinical content authoring expertise to support and update the KP HealthConnect system. The Union and Management agree to maintain the Ambulatory Domain group under its current charter, structure and membership, with the Union appointing one (1) additional member, either an Affiliate Officer or a Union Staff

Representative. The Parties further agree that as bargaining unit Health Care Professionals vacate an Ambulatory Domain position the Union has the right to select appropriately qualified replacement Health Care Professionals.

1322 **Inpatient Domain Committee**

1323 The Inpatient Domain Committee is an existing regional committee that posts its Workflow and other documents on the DocuShare site for dissemination around the SCAL Region so other Regions could see what SCAL is doing. The Union and Management agree to maintain the Inpatient Domain group under its structure and membership, with the Union appointing one (1) additional member, either an Affiliate Officer or a Union Staff Representative. The Parties further agree that as bargaining unit Health Care Professionals vacate an Inpatient Domain position the Union has the right to select appropriately qualified replacement Health Care Professionals.

1324 **Committee on Continuing Education for Rehabilitative Services (CEC)**

1325 The CEC is an existing regional committee whose work is to plan, organize and execute continuing education opportunities for Physical, Occupational and Speech Therapists. The Union and Management agree to maintain the CEC under its current charter, structure and membership, with the Union appointing one (1) additional member, either an Affiliate Officer or a Union Staff Representative. The Parties further agree that as bargaining unit Health Care Professionals vacate a CEC position the Union has the right to select appropriately qualified replacements for vacated CEC positions.

1326 **Senior Health Care Professionals**

1327 The Employer and the Union acknowledge the integral front-line role Seniors perform in the efficient operation of therapy work sites. The Employer agrees to review the regional distribution of Senior positions to ensure access to a Senior, or licensed management equivalent, by all bargaining unit Health Care Professionals. Home Health Health Care Professionals shall have access to a Senior at each licensed home care agency that is a licensed Health Care Professional, or licensed management equivalent. The Employer will strive to maintain an appropriate mix of Senior Physical Therapists and Senior Occupational Therapists.

1328 **Clinical Specialists I and II**

1329 All qualified Health Care Professionals should be provided the opportunity to apply for a Clinical Specialist I and/or Clinical Specialist II position. Completion of a KP residency/fellowship program is not a pre-requisite for advancement to a Clinical Specialists I or Clinical Specialist II position.

- 1330 Clinical Specialists I and/or Clinical Specialist II positions shall not be limited to orthopedics, but will be available to other therapy specialty areas when identified as a business need.
- 1331 The Employer shall ensure Clinical Specialists are provided sufficient time at work to develop in-service training programs, reassess the effectiveness of developed programs, and modify training programs as needed. Time spent in this capacity shall count as hours worked toward the computation of overtime.
- 1332 **Non-Bargaining Unit Residents/Fellows**
- 1333 The Parties recognize the importance of retaining qualified Health Care Professionals who pursue specialized clinical skills and expertise through participation in the Employer's residency and/or fellowship programs. When a bargaining unit Health Care Professional is accepted into a residency and/or fellowship program, and leaves the bargaining unit, the Parties agree that said Health Care Professional should be given future preference over other similarly (or lesser) qualified outside candidates when bidding on a posted bargaining unit position open to outside candidates. Management will endeavor, whenever possible, to retain Health Care Professionals who pursue outside educational opportunities.
- 1334 The Employer and the Union recognize the practice of allowing residents/fellows to perform work, over and above their residency/fellowship program requirements, normally assigned to bargaining unit Health Care Professionals. The Parties agree to continue this practice provided that the assignment of such resident/fellow work shall not result in the involuntary loss of work hours for any bargaining unit Health Care Professional. It is the intent of the Parties that assignment of work to residents/fellows shall not be for the purpose of reducing hours for bargaining unit Health Care Professionals.
- 1335 **Bargaining Unit Work**
- 1336 The Employer and the Union recognize the limited need to allow management personnel who are licensed therapists to perform work normally performed by the bargaining unit Health Care Professionals for the following reasons: to maintain professional skills, to serve in instructional capacities, to provide Extended Sick leave (ESL) relief, to provide Earned Time Off (ETO) relief as needed or to work during emergency situations, or for meal and break periods. Additional hours will initially be offered to the Bargaining Unit Health Care Professionals before management personnel work any hours to provide coverage for Earned Sick Leave, Earned Time Off and emergency situations.

1337 **Staffing/Workload**

1338 It is understood that workload can be addressed and resolved under the principles of Labor Management Partnership at an individual Health Care Professional level, the department and/or medical center level, or through issue resolution.

1339 **Outpatient Staffing/Workload**

1340 The Parties agree to convene a Staffing/Workload Committee at each medical center between 90 and 120 days of ratification of this Agreement. The purpose of this local Staffing/Workload Committee is to discuss the general principles as outlined below. Each local Staffing/Workload Committee shall consist of up to five (5) Health Care Professionals and at least two (2) Management representatives. The work of the Staffing/Workload Committee shall follow Labor Management Partnership principles, using an interest based problem solving approach with consensus decision making.

1341 The Parties agree to review the above scheduling system quarterly after the implementation date, and make necessary adjustments using an LMP process.

1342 The Parties agree to the following for general principles regarding outpatient Health Care Professionals' base work schedules:

1. A base scheduled utilization rate of 90%. The Parties recognize that achieving and consistently maintaining a 90% scheduled utilization rate requires a collaborative effort between Labor and Management.
2. Patient management time (charting time) of six (6) hours per work week per full time equivalent (FTE).
3. New consult appointments of forty-five (45) minutes is a general standard. For the sub-specialties Pediatrics, Pelvic Floor, Lymphedema, new consult appointment duration will be sixty (60) minutes. New sub-specialties to be identified, new consults appointment duration to vary between forty-five (45) minutes and sixty (60) minutes. These are general standards and additional time may be necessary depending on diagnosis.
4. Return appointments of thirty (30) minutes, is a general standard. For sub-specialties, return appointment duration may vary. For Pediatrics, return appointments of forty-five (45) minutes is a general standard and additional time may be necessary depending on diagnosis.
5. Management and Health Care Professionals want to ensure patients are receiving follow-up appointments at a clinically appropriate frequency. Health Care Professionals who are challenged meeting a clinically appropriate frequency will work with their local Management to develop and implement a plan for addressing the issue(s). When appropriate, local labor and Management will meet to resolve

appointment frequency issues that are occurring at a departmental level. The Parties will use LMP principles to develop and implement plans for resolution.

6. All open appointment slots will be filled based on patient care needs.
7. Cancelled return appointments will first be scheduled with a return patient. A cancelled return appointment may be filled with a new consult that is booked within two (2) business days of the cancelled appointment. Management agrees to consider additional documentation time when multiple modifications/additions to the schedule are made in a given day.

1343 **Inpatient Staffing/Workload**

1344 If local Management and affected inpatient Health Care Professionals agree that their medical center's existing staffing model is effective in meeting patient care needs, then individual medical centers may continue to follow their current staffing practices.

1345 If local Management and affected inpatient Health Care Professionals cannot agree that their medical center's existing staffing practices are meeting patient care needs, then an alternative staffing model should be developed using Labor Management Partnership principles that is agreeable to both local Management and the affected inpatient Health Care Professionals. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1346 **Home Health Staffing/Workload**

1347 The Parties agree to the following for general principles regarding Home Health Health Care Professionals' work:

1348 The establishment and implementation of productivity is essential to providing quality care, identifying staff needs, researching quality issues and ensuring workload equity for therapist that work in Home Health agencies. The following grid summarizes the various levels of service provided by Home Health therapist and the acuity levels associated with each level of service. Daily acuity levels may be adjusted based on anticipated daily travel and patient care needs in consultation with management.

1349 Home Health productivity guidelines for Physical Therapists:

<b><u>Levels of Service</u></b>	<b><u>Acuity</u></b>
Start of Care.....	2.25
Resumption of care .....	1.75
60 Day Recertification .....	1.5
Skilled Evaluation .....	1.5
Discharge .....	1.25
Follow-up Visits .....	1.0
Transfers/non-visit Discharge .....	0.5
Abbreviated SOC 1 <sup>st</sup> visit .....	1.5
Abbreviated SOC 2 <sup>nd</sup> visit .....	1.75

1350 Abbreviated admissions are only performed on approval by the supervisor. Generally, these are admissions scheduled for late in the day or after hours for patients who have immediate needs after hours or in times of limited staffing.

1351 Daily assigned acuity levels of 5, not including travel time. Acuity levels to be adjusted for meeting times. One hour meeting daily acuity will be 4-4.5 and two hour meetings acuity levels to be 3-3.5.

1352 Home Health Productivity guidelines for Occupational Therapists:

<b><u>Levels of Service</u></b>	<b><u>Acuity</u></b>
Skilled Evaluation .....	1.5
60 day recertification .....	1.5
Discharge .....	1.25
Follow-up Visits .....	1.0
Transfers/non-visit Discharge .....	0.5

1353 Daily assigned acuity levels of 4-4.5 not including travel time. Acuity levels to be adjusted for meeting times. One hour meeting daily acuity will be 3-3.5 and 2 hour meeting 2.5-3.

## **ARTICLE 14 – JOB POSTINGS AND FILLING OF VACANCIES**

1401 **Posting of Vacancies**

1402 All bargaining unit Health Care Professional job vacancies shall be posted concurrently by the Employer internally and externally for a minimum of seven (7) calendar days.

1403 **Notice of Vacancies**

1404 The Employer shall notify the Affiliate Officers and the assigned State Association Staff Representative electronically when posting bargaining unit job vacancies.

1405 **Job Requirements**

1406 Any specific job requirements for particular job openings which demand special qualifications will be listed on the posted Notice of Job Opening. If the Employer modifies or changes the job requirements after the position is posted, the position will be re-posted and previous applicants as well as new applicants will be considered for the new posting if they meet the position's minimum qualifications. The Employer will notify Affiliate Officers of any re-posting of positions electronically.

1407 **Filling of Vacancies – Non-Promotional Transfer**

1408 "Non-promotional transfer" shall mean a change from one position to another position except as otherwise defined in Filling of Vacancies – Promotion.

1409 Provided Health Care Professionals submit a bid within the seven (7) calendar day posting period, have completed their probationary period (except as provided for in Article 11, Probation and Evaluation), and meet the minimum qualifications of the posted position, bargaining unit seniority shall be used in filling job vacancies in the order set forth below:

1. Applicants within the medical center and associated medical office buildings where the position is posted
2. All other bargaining unit Health Care Professionals
3. Applicants from outside of the bargaining unit

1410 All qualified Health Care Professionals who submit a non-promotional transfer request after the seven (7) calendar day posting period shall be given equal consideration with outside applicants, and if all candidates, both internal and external, are equally qualified at the conclusion of the screening and interview process, hiring preference shall be given to Health Care Professional applicants, as set forth above.



1411 When conducting interviews of applicants from outside the bargaining unit, management may allow Health Care Professionals to participate in the interview and selection process. The Parties recognize the value of including Health Care Professionals when selecting an outside applicant for employment, where teamwork is essential.

1412 **Filling of Vacancies - Promotion**

1413 "Promotion" shall mean a change in classification to a Senior position, Clinical Specialist I position, or Clinical Specialist II position.

1414 All bargaining unit Health Care Professionals who submit a bid and meet the minimum qualifications of the posted promotion position shall be granted an interview and be given equal consideration with outside applicants. Interviews of outside candidates will be granted at management's discretion.

1415 Up to two (2) bargaining unit Health Care Professionals shall participate in the interview process, with at least one (1) of the participating Health Care Professionals from the same classification as the open, posted position classification. A Health Care Professional's participation on an interview panel is voluntary. Management will consider the feedback of Health Care Professionals participating in the interview process when selecting an applicant for the open position.

1416 All qualified bargaining unit Health Care Professionals with demonstrated abilities shall be preferred over outside applicants.

1417 Wherever the qualifications and demonstrated abilities of two (2) or more Health Care Professionals bidding on the same promotion job opening are relatively equal, then individual Health Care Professional bargaining unit seniority shall be the determining factor in filling the open position.

1418 **Per Diem Seniority for Job Bidding**

1419 Per Diem seniority for the purpose of job bidding shall be based on worked hours, with 2,000 worked hours equaling one year of bargaining unit seniority.

1420 A Per Diem must have a minimum 2,000 worked hours to be considered for a job opening simultaneously with any full-time or part-time Health Care Professional applicants.

1421 Per Diems with less than 2,000 worked hours shall have seniority over all non-bargaining unit applicants.

1422 If all job bidders that meet the minimum qualifications of an open position are Per Diem Health Care Professionals, and all have less than 2,000 total worked hours, any Per Diem with two hundred (200) or more worked hours at the medical center and/or associated medical office buildings where the position is posted shall be considered for the open position exclusive of other bidding Per Diems from other medical centers with less than 2,000 worked hours. If no bidding Per Diem has two hundred (200) or more worked hours at the medical center and/or associated medical office buildings where the position is posted, then the bidding Per Diem with highest number of worked hours, regardless of his/her work location, shall be selected for the job opening.

1423 **Release of Transferring Health Care Professional**

1424 When the prompt transfer of a Health Care Professional results in a serious understaffing at the Health Care Professional's original facility, the original facility may delay the Health Care Professional's actual transfer for up to forty-five (45) calendar days from acceptance to facilitate changes in patient scheduling. A release date(s) in excess of forty-five (45) calendar days will be mutually discussed and agreed upon between management at the affected facilities, the State Association Staff Representative and the affected Health Care Professional. Mutual agreement may result in a transfer date of greater than forty-five (45) calendar days. This section does not preclude discussion between management and the Health Care Professional and release in less than forty-five (45) calendar days.

1425 Where more than one Health Care Professional requests a transfer from a facility within a six (6) month period, and where the Employer can show that said transfer(s) will lead to serious understaffing, said transfer(s) may be delayed.

1426 **Trial Period**

1427 Full-Time and Part-Time Health Care Professionals who transfer or promote to another assignment shall undergo a new job trial period of thirty (30) calendar days, and Per Diem Health Care Professionals shall undergo a new job trial period of up to ten (10) shifts worked, not to exceed ninety (90) calendar days.

1428 The Employer may extend the trial period for a period not to exceed thirty (30) calendar days for Full-Time and Part-Time Health Care Professionals, and up to five (5) shifts worked for a Per Diem Health Care Professional. The Health Care Professional will be advised of the reason for and length of any extension. The Union will be informed. Whenever possible, this will occur prior to notifying the Health Care Professional that a decision has been made to extend his/her trial period.

1429 If the Health Care Professional voluntarily elects to return to their former position, or if the Health Care Professional returns to their former position on a non-voluntary basis, the Employer shall award the position to the next qualified bidder among all applicants of the original job posting.

1430 **Inter-Regional Transfers**

1431 A Health Care Professional transferring to the Southern California Region from another region will receive previous service credit for Health and Welfare benefits based on their Benefit Service Date. A Health Care Professional transferring to the Southern California Region from another region will also receive previous service credit for placement on the wage structure.

1432 Inter-Regional Transfers will be administered in accordance with the Inter-Regional Transfer Policy and associated Guidelines.

1433 **Notifications**

1434 All Health Care Professionals who have applied for either a non-promotional transfer or a promotion shall be notified in writing within three (3) weeks after the position has been filled as to the granting of the posted position.

1435 Once notified of the granting of a position, the affected Health Care Professional will acknowledge acceptance of the position within forty-eight (48) hours.

1436 **Notice of Termination**

1437 In recognition of difficulties which may be imposed on the Employer to obtain and train replacements for Health Care Professionals who terminate, Health Care Professionals who plan to terminate their employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) weeks' notice.

**ARTICLE 15 – HEALTH CARE PROFESSIONAL VACANCIES**

1501 **Vacancies**

1502 If a Health Care Professional position under this Agreement becomes vacant and the Employer chooses either to not fill the position or to fill it with a non-Health Care Professional, the Employer shall notify the State Association of such decision. The Employer shall meet at the State Association's request to discuss the reason for such decision.

1503 In the event the Employer fails to notify the State Association as outlined above, a Medical Center Administrator will meet with the State Association, upon their request, to discuss the reasons for such, and the reason the State Association was not notified. As a result, the subject position may be returned to the bargaining unit.

### **ARTICLE 16 – NEW OR REVISED JOBS**

1601 At such time as the Employer establishes a new Health Care Professional job covered by this Agreement, or significantly changes the job content of an existing job, a new job description shall be written and a rate established for such new or changed job in accordance with the following procedure. The new or revised job will not violate a Health Care Professional's licensure or certification.

1602 **Job Description and Rate**

1603 When a new job is to be established or an existing job is to be revised, the Employer will prepare a job description setting forth the duties of the new or revised job.

1604 The Employer will also prepare a proposed rate for the new job. Such rate shall be based on the requirements of the job under consideration, its relation to the Employer's rate structure and to existing jobs. A change in job duties shall not necessarily require a change in rate.

1605 Such description and proposed rate shall be presented to the Union in writing prior to the assignment of any employee to the job. The purpose of this action will be to discuss the content of the job description and reach agreement with the Union on the proposed rate.

1606 Should agreement be reached with the Union, the job and the rate shall be placed in effect on a permanent basis and the rate shall not be subject to change except upon a subsequent revision of the job duties.

1607 **Rate Trial Period**

1608 In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Union may use the grievance procedure in objecting to the permanent rate for the job.

1609 No grievance shall be filed until a sixty (60) calendar day trial period has elapsed from the date a proposed rate first becomes effective. Any such grievance shall be filed within a fifteen (15) calendar day period following the trial period. If no grievance is filed, the proposed rate shall become a permanent rate.

1610 **Permanent Rate**

1611 When the rate has been fixed by mutual agreement, or has become permanent under one of the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be deemed to be the date the job description and the proposed rate were placed in effect by the Employer.

1612 Should the Union believe that a job has been significantly changed or a new job established without use of the above procedure, the Union may file a grievance regarding such change, in which event any change in rate shall become effective beginning with the date such grievance is filed.

**ARTICLE 17 – HOURS OF WORK AND OVERTIME**

1701 **Fixed Workday**

1702 The fixed workday is defined as the twenty-four (24) hour period starting at 12:01 a.m. to 12:00 midnight, and is not affected by the shift an employee works.

1703 **Workweek**

1704 The workweek as used in this Agreement is from Sunday 12:01 a.m. to the following Saturday at 12:00 midnight. The standard workday shall be eight (8) hours of work and the standard work week shall consist of forty (40) hours of work unless alternative work schedules apply.

1705 **Shifts and Start Times**

1706 There shall be three (3) shifts of work, with general starting times assigned between:

Day Shift: Shifts beginning at 6 a.m., up to and including 10:00 a.m.

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

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

1707 Health Care Professionals who begin a workday shift schedule other than as described above will receive evening shift differential for all hours worked between 4:00 p.m. and 12:00 a.m., and night shift differential for all hours worked between 12:00 a.m. and 8:00 a.m.

1708 Employees who transfer from an evening or night shift to a day shift will no longer be eligible to be paid a shift differential.

- 1709 Shift differential is not calculated as part of ETO, holiday, sick leave, jury duty, bereavement leave pay, education leave, or base pay for the purposes of pension and insurance calculations.
- 1710 **Straight Time Rate of Pay**
- 1711 The Health Care Professional's straight-time rate of pay is the base hourly rate, without any additional differential pay.
- 1712 **Regular Rate of Pay**
- 1713 The Health Care Professional's regular rate of pay includes straight-time pay, shift differential pay, and most other forms of pay for hours worked, and is the basis for calculating overtime.
- 1714 **Overtime Pay**
- 1715 Overtime is based on hours worked, not hours paid. Hours paid for vacations, holidays, sick leave, etc., that are not worked by the Health Care Professional, are not considered for calculating overtime.
- 1716 **Overtime - Time and One Half (1.5x)**
- 1717 Time and one half the Health Care Professional's base rate of pay shall be paid for all hours worked beyond eight in a workday. Time and one half the Health Care Professional's base rate of pay shall be paid for all hours worked beyond forty (40) in a workweek and the first eight (8) hours worked on the seventh consecutive day worked in a single work week.
- 1718 **Overtime - Double Time (2x)**
- 1719 Two times the Health Care Professional's base rate of pay shall be paid for all hours worked beyond twelve (12) hours in any one workday and for hours worked beyond eight (8) on the seventh consecutive day worked in a workweek. Paid unworked hours will not count in the computation of seventh consecutive day premium. Additionally, for purposes of recognizing a day for seventh consecutive day, a minimum of two hours must be worked.
- 1720 **Overtime - Double Time and One Half (2.5x)**
- 1721 Two and a half times the Health Care Professional's base rate of pay shall be paid for all hours worked beyond sixteen (16) hours in any one workday and for hours worked on a designated holiday.

1722 **Overtime – 10 Hour Shifts**

1723 Health Care Professionals who are regularly assigned an alternative ten (10) hour work schedule shall be paid one and one-half times (1.5x) their base rate of pay for all work hours in excess of ten (10) hours in a fixed workday and two times (2x) their base rate of pay for all hours worked after the first twelve (12) hours of a fixed work day. Time and one half (1.5x) the Health Care Professional's regular rate of pay shall be paid for all hours worked beyond forty (40) in a workweek.

1724 **Overtime Authorization**

1725 A Health Care Professional shall endeavor to obtain authorization for overtime as soon as practicable.

1726 **Overtime Distribution**

1727 The Employer shall attempt to distribute overtime work among Health Care Professionals, subject to qualifications in each work location, on an equitable basis.

1728 **No Mandatory Overtime**

1729 The Parties agree to follow the National Agreement No Mandatory overtime provision. Should the National Agreement no longer exist, the Parties agree to meet and bargain the issue of mandatory overtime.

1730 **Non-Duplication of Pay Provisions**

1731 Pay provisions should not be duplicated for the same hours worked under any terms of this Agreement and, to the extent that hours are compensated under one (1) provision, they should not be counted as hours worked in determining payment under the same or any other provisions. Where two (2) or more overtime/premium provisions apply, the greater will prevail.

1732 **Work Schedules and Posting**

1733 For SCPMG Health Care Professionals the Employer will have a sixty (60) calendar day work schedule reflecting holidays and days off. The schedule will be posted at least thirty (30) calendar days in advance of that sixty (60) calendar day work schedule.

1734 For KFH Health Care Professionals the Employer will have a thirty (30) calendar day work schedule reflecting holidays and days off. The schedule will be posted at least thirty (30) calendar days in advance.

1735 To ensure timely posting of the schedule, each department will have a mutually agreed upon written guideline for the submission of schedule/time off requests. In the absence of specific department written guidelines, submission for schedule/time off requests must be received not less than two (2) weeks prior to posting of the schedule.

1736 **Weekend Scheduling**

1737 For the purposes of this Agreement, weekend shall mean Saturday and Sunday, except in the case of the night shift which shall mean Friday and Saturday.

1738 **Inpatient Weekend Scheduling**

1739 A medical center's existing weekend scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing weekend scheduling process shall be reduced to writing, and agreed to using a consensus decision making process. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1740 If the existing weekend scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1741 In the absence of a written agreement to continue using the existing weekend scheduling process, or an alternative process reached using Labor Management Partnership principles, then said medical center shall use the following default process to schedule inpatient weekend shifts.

1742 The Employer shall endeavor to develop and maintain a core staffing level that provides coverage of all inpatient work shifts, including weekend shifts.

1743 If a medical center's core inpatient staffing level is inadequate to cover all weekend shifts, the Employer will schedule inpatient weekend work shifts in the following order:

1. Full-time and part-time Health Care Professionals whose position requires working an inpatient weekend shift (as listed on the job posting at the time the Health Care Professional accepted his/her position);
2. Volunteers;
3. Inpatient Health Care Professionals, and outpatient Health Care Professionals, whose job posting listed inpatient work as routinely possible (with a minimum of every other weekend scheduled off);



4. Per Diem Health Care Professionals, to at least the minimally required weekend work commitment;
5. All other outpatient Health Care Professionals, on a rotating, equitable basis, in reverse seniority order (with a minimum of every other weekend scheduled off).

1744 **Outpatient Weekend Scheduling**

1745 The Parties agree to use the Expansion of Operating Hours provision of this Agreement if it becomes necessary to establish outpatient weekend schedules.

1746 **Home Health Weekend Scheduling**

1747 A Home Care Services existing weekend scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing weekend scheduling process shall be reduced to writing, and agreed to using a consensus decision making process. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1748 If the existing weekend scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1749 In the absence of a written agreement to continue using the existing weekend scheduling process, or an alternative process reached using Labor Management Partnership principles, then said Home Care Services shall schedule weekend work shifts in the following order:

1. Full-time and part-time Health Care Professionals whose position requires working a weekend shift (as listed on the job posting at the time the Health Care Professional accepted his/her position);
2. Volunteers;
3. Per Diem Health Care Professionals, to at least the minimally required weekend work commitment;
4. All other Health Care Professionals, on a rotating, equitable basis, in reverse seniority order (with a minimum of every other weekend scheduled off).

1750 **Additional Shifts**

- 1751 The Employer shall fill additional work shifts with bargaining unit Health Care Professionals who volunteer, subject to qualifications in each work location, on an equitable basis. After scheduled hours/additional shifts are offered to bargaining unit employees and are declined, the hours/additional shifts may be filled by Registry personnel.
- 1752 **Self-Coverage**
- 1753 Requests for time off submitted by a Health Care Professional who finds his/her own replacement for a shift, shall be granted by the Employer if the replacement Health Care Professional is fully qualified, working sufficient hours according to his/her employment status, not on premium hours, and has not made a previous commitment to the Employer to be scheduled for the shift. This is not intended for time off requests of more than three (3) consecutive scheduled work days.
- 1754 **Trades**
- 1755 A Health Care Professional may trade shifts or days off provided the following occurs: the trade is pre-approved by the department manager/supervisor/designee, a qualified replacement is found and the trade does not result in overtime/premium pay unless the overtime/premium pay is pre-approved.
- 1756 **Cancellation of Inpatient Scheduled Work Hours**
- 1757 In the event it is necessary for the Employer to cancel Health Care Professionals working inpatient hours/shifts, the Health Care Professionals shall be canceled in the following order, based on patient needs:
1. Volunteers
  2. Registry/Travelers
  3. Overtime (Unscheduled Work Time)
  4. Residents/fellows working regular staff (non-resident/fellow) hours
  5. Per Diem/Temporary
  6. Part-Time on additional hours
  7. Full-time/Part-time, on a rotational basis by seniority
- 1758 If a Health Care Professional receives a Mandatory Kaiser Time Off (MKTO) which puts her/him below scheduled hours in a pay period, s/he may request to be placed on a Priority List for a comparable shift and units for which s/he is qualified at non-premium overtime rates. When work is available, it will be offered first to Health Care Professionals on the Priority List by seniority, by rotation. If work is declined or

assumed, the Health Care Professional is removed from the Priority List. If a Health Care Professional receives more than one (1) MKTO in a pay period and has not worked additional hours, s/he has the option of displacing a Per Diem Health Care Professional's work shift in that schedule and an additional schedule, for a total of two (2) schedules for units for which s/he is qualified. Priority assignment is only applicable provided no premium overtime results.

- 1759 In the event it is necessary to cancel additional Health Care Professionals, such shall be done on a rotational basis among all Health Care Professionals. It is understood that KTO will be distributed equitably on the aggregate.
- 1760 Health Care Professionals will assist Management in setting up the rotation and tracking whose turn it is to be on KTO.
- 1761 Health Care Professionals who are KTO'd, may use ETO for the day on which they were KTO'd.
- 1762 This Cancellation of Scheduled Work Hours section applies to SCPMG. If the National Agreement ceases to continue, this language applies to both SCPMG and KFH Health Care Professionals.
- 1763 **Cancellation of Outpatient Scheduled Work Hours**
- 1764 The Employer may cancel a Health Care Professional working in the outpatient work setting, based on patient care needs, if during a work day a Health Care Professional's available bookable minutes are not pre-booked with patients. Prior to KTO, Management will take into account other non-direct patient care responsibilities.
- 1765 Health Care Professionals who are KTO'd, may use ETO for the hours which they were KTO'd to maintain their scheduled hours in a pay period.
- 1766 **Alternative/Flex Work Schedules**
- 1767 The Parties agree that Management and bargaining unit Health Care Professionals may adopt alternative and/or flex work schedules during the term of this Agreement, subject to the following general guidelines:
1. Alternative/flex work shifts may range between a minimum of four (4) hours and a maximum of twelve (12) hours in a single work shift.
  2. Assignment to an alternative/flex shift shall be voluntary and by mutual agreement between the employee and Management;
  3. Preference in selecting Health Care Professionals for alternative/flex shifts shall be based on bargaining unit seniority;

4. Part-time employees may work an alternative/flex shift assignment, as agreed to by the Employer and the Union;
5. An employee may discontinue an alternative/flex shift assignment, with 30 days advance written notice to Management;
6. Management may discontinue an alternative/flex shift assignment, with 30 days advance written notice to the affected employee;
7. If an alternative/flex shift is discontinued, either by the employee or Management, the affected Health Care Professional shall return to their previously held position and status;
8. Health Care Professionals will waive applicable daily overtime/premiums in order to work an alternative/flex schedule.

1768 **Meals and Breaks**

1769 Meal and rest periods will be provided in accordance with applicable Wage and Hour laws. The law requires two (2) ten minute break periods during an eight (8) hour work day. Rest periods, in accordance with the Employer's practice will not be longer than fifteen (15) minutes. Meal periods are unpaid and thirty (30) minutes at minimum if uninterrupted and not required to carry a pager. The Employer and Union agree to the existing exemption which allows Health Care professionals the ability to combine meal and rest periods.

1770 **Make-Up Time at Employee's Request**

1771 Supervisors may, at their discretion, allow the Health Care Professional to "make up" time lost due to the employee's personal obligations (up to 3 hours per day) if performed in the same workweek. Make-up time must be requested in writing by the employee for each occasion and performed in the same workweek in which the work was lost. However, make-up time will not be allowed if there is no work the employee is qualified to do or if adequate supervision is not available. Make-up hours will not be counted toward computing the total number of hours worked in a day for purposes of overtime requirements, except for hours in excess of 11 hours of work in one workday or 40 hours of work in one work week. Supervisors are prohibited from encouraging or otherwise soliciting to an employee to request make-up time.

1772 **Training/Education/Committee Time**

1773 If attendance at a training or educational program, or committee meeting, is mandated by the Employer, such time is considered to be hours worked, shall be compensated as such, and if applicable, overtime premiums shall be paid.

1774 **Joint Utilization Review**

- 1775 Six (6) months after an employee is hired into a Part-Time or Per Diem position, the Union may request a joint review to determine the utilization of such positions.
- A. If an employee over the six (6) month period has been scheduled in a manner consistent with the definition of Part Time or Per Diem, no change will occur.
  - B. If over a six (6) month period of time an employee has worked in the same department, in a manner that is inconsistent with the original posting, the definition of the position, and/or without mitigating circumstances (such as vacation, leave of absence, sick leave replacement, volume fluctuations or special projects), the Parties will meet as requested by the Union to discuss the need to post the additional/modified hours or an additional position.
  - C. The posting and awarding of any additional/modified hours or an additional position resulting from this review will be done in accordance with this Agreement (Job Posting and Bidding section).

**ARTICLE 18 – EARNED TIME OFF PROGRAM**

1801 **Earned Time Off Program**

1802 The Earned Time Off Program (ETOP) is comprised of the following three (3) components:

Designated Holidays

Earned Time Off Account

Extended Sick Leave Bank

1803 A Health Care Professional will be eligible for ETOP if he/she is regularly scheduled to work.

1804 **Designated Holidays**

1805 Effective on his/her date of hire, a Health Care Professional shall be eligible for the following designated holidays:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

1806 For a full-time Health Care Professional a holiday is defined as an eight (8) hour day. Holidays are prorated for a part-time employee.

1807 **Designated Holiday Worked Pay**

1808 A Health Care Professional who is required to work on a designated holiday will be paid at two and one-half (2 ½) times the hourly base rate of pay, unless the Health Care Professional voluntarily elects to take an alternate day off for working the designated holiday. If the Health Care Professional elects to take an alternate day off, the Health Care Professional will be paid one and one-half (1 ½) the hourly base rate of pay for the designated holiday and the straight time hourly base rate of pay on the alternate day off. A mutually agreed upon alternate day off will be provided within a period of thirty (30) days after the designated holiday. If a Health Care Professional works less than his/her scheduled hours on a designated holiday, the hours worked will be paid at two and one-half (2 ½) times the hourly base rate of pay and remaining regularly scheduled hours that are not worked will be paid at straight time, to a maximum total of eight (8) hours pay for the designated holiday.

1809 Health Care Professionals enrolled in the ACP will be paid straight time at the ACP rate for the holiday hours worked.

1810 Per-Diem and Temporary Health Care Professional generally do not receive holiday pay. However, if a Per-Diem Health Care Professional works a holiday, the Per Diem will be paid at one and one-half (1-1/2) times the Per Diem base rate for the holiday hours worked. If a Temporary Health Care Professional works a holiday, they will be paid at the straight time rate for the holiday hours worked.

1811 **Designated Holiday Not Worked Pay**

1812 A full-time Health Care Professional on a regular work schedule is entitled to holiday pay equal to eight hours for each designated holiday. A part-time Health Care Professional is entitled to prorated holiday pay based on his/her regular part-time schedule.

1813 When an actual designated holiday falls on a Health Care Professional's normally scheduled day off, the Health Care Professional is entitled to a day off within thirty (30) days before or after the holiday, and within the same calendar year. If this is not operationally feasible, the Health Care Professional and the supervisor may mutually agree on another day within the same calendar year.

1814 A Health Care Professional is not eligible for designated holiday pay if he/she is receiving Salary Continuance or on unpaid leave of absence. If a designated holiday occurs during paid Earned Time Off (ETO) or Extended Sick Leave (ESL), the Health Care Professional will be paid designated holiday pay in lieu of ETO or ESL.

1815 **Holiday Selection/Scheduling**

1816 A medical center and associated medical office building's existing holiday selection/scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing holiday selection/scheduling process shall be reduced to writing, and agreed to using a consensus decision making process. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1817 If the existing holiday selection/scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.

1818 In the absence of a written agreement to continue using the holiday selection/scheduling process, or an alternative process reached using Labor Management Partnership principles, then said medical center shall use the following default process:

1819 **For the Holiday Day Itself:**

1820 Major holidays include Thanksgiving, Christmas and New Year's Day; minor holidays include Memorial Day, Independence and Labor Day.

1821 Home Health Care and Inpatient Health Care Professionals will be granted a minimum of one major holiday and one minor holiday off annually. If the needs of the department have been met, additional holidays off shall be granted on a rotational basis.

1822 Health Care Professionals will make known their schedule preferences for the three major holidays.

1823 In meeting the holiday staffing needs of medical centers and home health agencies, the Employer will schedule holiday work shifts in the following order:

1. Volunteers to work
2. Per Diem per commitment
3. Rotational, on an equitable basis

1824 If granted vacation includes a holiday, that holiday will count for selection of the designated holiday off.

1825 **For the Holiday Week of Thanksgiving, Christmas and New Year's:**

1826 Management will make a good faith effort to allow as many Health Care Professionals off during the holiday weeks of Thanksgiving, Christmas and New Year's Day as possible while maintaining appropriate staffing to meet patient care needs.

1827 **Earned Time Off**

1828 **Earned Time Off Accrual**

1829 A full-time Health Care Professional will accrue Earned Time Off (ETO) on a monthly basis in accordance with the following schedule:

<b><u>Length of Service</u></b>	<b><u>Hours per Month *</u></b>	<b><u>Days per Month *</u></b>	<b><u>Days per Year *</u></b>
0 – 4 Years	14.00	1.75	21.00
5 – 8 Years	17.33	2.16	26.00
9 – 10 Years	20.66	2.58	31.00
11 Years or More	24.00	3.00	36.00

\* Rounded to two (2) decimal places.

1830 A part-time Health Care Professional will accrue ETO on a monthly basis, prorated based on straight time hours paid during the preceding two pay periods.

1831 The maximum number of hours that can be accumulated is 500 hours. Effective the first pay period in April 2015, employees who attain 500 hours will cease to accrue ETO hours until such time his/her ETO balance falls below 500 hours.

1832 **Earned Time Off Accrual Date**

1833 The Leave Accrual Date shall mean the Health Care Professional's date of hire unless the employee has a break in service, transferred from another Kaiser Permanente Region, or has an unpaid leave of absence which exceeds sixty (60) calendar days.

1834 Leaves of absence for sixty (60) days or less will not affect the Leave Accrual Date. Leaves of absence of sixty-one (61) days or more will adjust the Leave Accrual Date beginning with the 61<sup>st</sup> day. The Leave Accrual Date will not be adjusted for leaves of absence due to Occupational Illness or Injury.

1835 **Use of Earned Time Off**



- 1836 ETO can be used for vacation, illness, personal or family reasons. ETO must be used for the first three days of illness or injury, unless running concurrent with FMLA/CFRA Leave. Health Care Professionals may utilize up to one half of their annual ETO accrual per calendar year to care for a covered family member's illness as protected California Employment Sick Leave Act (CESLA) time off. A covered family member includes child(ren), parent(s), and spouse or eligible domestic partner and his/her children. Health Care Professionals may use such ETO in increments of less than a full scheduled work day. Health Care Professionals must have sufficient ETO available in their account at the time of absence.
- 1837 ETO taken for CESLA purposes will run concurrently with FMLA/CFRA Leave.
- 1838 ETO pay for the Health Care Professional will be at the hourly rate in effect at the time ETO is taken.
- 1839 Any accrued but not used ETO hours will be paid out upon termination, entering ACP, or retirement.
- 1840 **Time Off Requests**
- 1841 A time-off request may be used for less than a full day. The Employer will respond to time off requests received through the TORT (Time Off Request Tracking) system within ten (10) working days.
- 1842 **ETO Vacation Scheduling**
- 1843 A medical center and associated medical office building's existing ETO vacation scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing ETO vacation scheduling process shall be reduced to writing, and agreed to using a consensus decision making process. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.
- 1844 If the existing ETO vacation scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties. Absent consensus, an agreement shall be reached when management and at least seventy-five percent (75%) of the affected Health Care Professionals agree.
- 1845 In the absence of a written agreement to continue using the existing ETO scheduling process, or an alternative process reached using Labor Management Partnership principles, then said medical center shall use the following default process to schedule ETO:

1. In scheduling ETO vacation, the Employer's intent is to distribute ETO vacation in a manner that promotes employee work life balance while maintaining appropriate staffing to meet our patient needs.
2. The number of Health Care Professionals who can simultaneously be granted ETO vacation shall be jointly determined by Management and a designated Union representative(s) on an annual basis using LMP principles. The Parties agree, at a minimum, ETO vacation slots should be created to accommodate the maximum annual ETO accrual of all Health Care Professionals within a single medical center and within each medical office building, by job classification. An additional week per eligible Health Care Professional will be created and added to the base number of ETO vacation slots to establish the total number of ETO vacation slots needed. A Health Care Professional shall be included in the ETO vacation rotation where he/she spends the majority of their work time, e.g. inpatient versus outpatient.
3. It is recognized that the summer months are most desirable for ETO vacation periods. Therefore, consistent with patient care requirements and operating efficiency, the Employer shall make every effort annually to release as many Health Care Professionals as feasible during the preferred period of April 1 to September 30.
4. For full-time Health Care Professionals, ETO for vacation purposes should be taken in increments of five (5) consecutive work days or more for eight hour employees and four (4) consecutive work days or more for ten hour employees. Requests for five (5) or four (4) consecutive days off in overlapping work weeks shall be considered. Part-time Health Care Professionals ETO vacation weeks shall be prorated. Requests for time off of less than the work days off described above will be considered incidental time off and should be considered outside of this ETO vacation allotment process and granted on a case-by-case basis.
5. ETO vacation requests shall be submitted by February 1 for the following vacation year for bidding purposes.
6. A Health Care Professional shall have the opportunity to make 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice selections during the ETO vacation bidding period, including Health Care professionals who are enrolled in the Alternate Compensation Program (ACP). Each choice selection may have up to three options listed. A Health Care Professional may request ETO vacation up to the Health Care Professional's existing accrued ETO, and anticipated annual ETO accrual during the ETO vacation year.
7. ETO vacation shall be granted as requested by the Health Care Professional if the ETO vacation slots are available. Requests for ETO shall not be denied because of the season, time of year, or because of paid time off provided to employees outside of the bargaining unit. ETO vacation slots shall be granted by bargaining unit seniority within a medical center and within each medical office building, beginning

with all first (1<sup>st</sup>) choice selections, then moving through all second (2<sup>nd</sup>) choice selections, and finally through all third (3<sup>rd</sup>) choice selections.

8. A Health Care Professional that transfers from one service area, medical office building or department into another after the ETO vacation granting period has been completed, the Manager, a Union representative and the affected employee shall meet to discuss the granting of ETO vacation time off for the affected employee.
9. If a Health Care Professional submits an ETO vacation request for a slot that has already been taken by a more senior Health Care Professional, the Health Care Professional shall go on an "ETO Vacation Cancellation List." If a Health Care Professional cancels his/her vacation, the vacation slot will be awarded to the next Health Care Professional on the "ETO Vacation Cancellation List" who requested that specific ETO vacation slot.
10. In the event that an ETO vacation week has been granted to an employee who subsequently takes a leave of absence which encompasses their ETO vacation slot, the ETO vacation slot will be made available to employees on the Cancellation List. Management will consider approving or denying the available ETO vacation slot based on patient care needs.
11. ETO shall be assigned and posted by March 1 or sooner for the following ETO vacation year. The ETO vacation year shall be from April 1 to March 31. Unfilled ETO vacation slots shall remain open and accessible during the ETO vacation year on a "first come – first served" basis. ETO vacation requests for an open slot may be submitted at any time during the year and should be granted if submitted prior to the work schedule being posted. The Employer will respond to all written requests for allotted ETO vacation slots within seven (7) business days after receipt of such request.
12. Health Care Professionals may request ETO vacation time off for any week in which a vacation slot was not created or where all vacation slots are filled. Management will consider each request on a "first come – first served" basis and approve or deny said request based on patient care needs. Management will respond no later than 60 days in advance of requested time off. This does not preclude Management from responding prior to 60 days in advance of the requested time off.
13. If the Health Care Professional has exhausted his/her ETO accruals prematurely or has insufficient hours to cover the entire request, the Employer retains the final right to rescind the ETO vacation as soon as practicable prior to the approved request.

- 1846 The employee may rescind previously approved ETO vacation in whole increments with advance notice.
- 1847 **In-Service Cash-Out Program**
- 1848 An eligible Health Care Professional may elect to cash out Earned Time Off hours during the annual election period in accordance with the provisions of the Employer's In-Service Cash-Out Program.
- 1849 **Extended Sick Leave**
- 1850 A full-time Health Care Professional will accrue six (6) hours of Extended Sick Leave (ESL) each month for a total of nine (9) ESL days per year, regardless of his/her years of service.
- 1851 A part-time Health Care Professional will accrue ESL on a monthly basis, prorated based on straight time hours paid during the preceding two pay periods.
- 1852 There is no limit to the number of hours that the Health Care Professional can accumulate in his/her ESL Bank. Upon retirement or termination for any reason, an employee will not be paid for any remaining unused sick leave hours, except as provided for in the ESL-HRA provisions.
- 1853 **Use of Extended Sick Leave**
- 1854 A Health Care Professional may use ESL on the first day of hospitalization (Inpatient or Outpatient with physician prescribed time off), or after three (3) consecutive calendar days of illness or injury.
- 1855 One-half of the Health Care Professional's annual ESL accrual may be utilized to care for an ill or injured family member, provided the Health Care Professional's family member has met the first day of hospitalization or three (3) consecutive days of illness or injury access requirement. A covered family member includes child(ren), parent(s), and spouse or eligible domestic partner and his/her children. Health Care Professionals must have sufficient ESL available in their account at the time of absence.
- 1856 A Health Care Professional may be required to provide certification of illness and/or disability to justify his/her absence from work for the period claimed.
- 1857 ESL taken for CESLA purposes will run concurrently with FMLA/CFRA Leave.
- 1858 ESL pay for the Health Care Professional will be at the hourly rate in effect at the time ESL is taken.

- 1859 Any accrued but not used ESL hours will be frozen upon entering ACP.
- 1860 Effective first pay period of January 2015, the ESL Bank will be divided into pre and post-ESL banks. ESL hours earned on and after the first pay period of January 2015 will be placed in a post-ESL bank for the purposes of establishing a Health Reimbursement Account (HRA) in retirement. A Health Care Professional's accrued and unused ESL hours as of the last pay period of December 2014, are placed in the Health Care Professional's pre-ESL bank. When a Health Care Professional meets the ESL access requirements, ESL hours will be withdrawn first from any pre-ESL bank. The post-ESL bank will be utilized upon exhaustion of any pre-ESL bank. A newly hired or transferring Health Care Professional will accrue post-ESL bank hours only. If the transferring Health Care Professional has a pre-ESL bank under his or her former Health Care Professional or union group, then those hours will remain in a pre-ESL bank
- 1861 **Extended Sick Leave Healthcare Reimbursement Account**
- 1862 The ESL Healthcare Reimbursement Account (HRA) will be established for a Health Care Professional who is eligible for retirement with 15 years of pension Service and who is age 55. Eighty percent (80%) of post-ESL bank hours that remain unused at the time of a Health Care Professional's retirement will be credited to the unfunded HRA established for retirement at the Health Care Professional's base wage rate in effect on the date of employment termination.
- 1863 The ESL-HRA may be used for reimbursement of expenses for "medical care" as defined in Section 213 of the Internal Revenue Code (IRC) and as provided by the governing plan documents.
- 1864 **Extended Sick Leave Bank Hours and Conversion to Pension Credited Service**
- 1865 If a Health Care Professional has a minimum of 250 hours in an Extended Sick Leave (ESL) account for ESL earned prior to the first pay period in January 2015, such unused ESL hours will be counted as additional pension credited service, provided the Health Care Professional is vested on the day before the Health Care Professional's termination date. Effective the first pay period in January 2015, a Health Care Professional with a balance of two hundred fifty (250) or more ESL hours in the pre-ESL bank at the time of retirement or termination, will receive pension Credited Service equal to the number of hours remaining in his/her pre-ESL Bank, provided the Health Care Professional is vested on the day before the termination date.
- 1866 ESL hours that are accrued but unused that are not eligible for ESL-HRA or for conversion to pension Credited Service will be forfeited.

1867 **Integration of Compensation Benefits with Earned Time Off/Extended Sick Leave**

- 1868 If a Health Care Professional is eligible for State Disability Insurance (SDI), or Workers' Compensation, or Family Temporary Disability Insurance (FTDI) payments, the Health Care Professional shall have his/her Earned Time Off (ETO) Account and/or Extended Sick Leave (ESL) Bank payments reduced by the amount of SDI, Workers' Compensation or FTDI benefit that the Health Care Professional is eligible to receive, so that combined SDI, Workers' Compensation, or FTDI pay and ETO or ESL income received do not total more than his/her normal straight-time salary.
- 1869 If the Health Care Professional is eligible for Workers' Compensation payments, he/she may elect not to supplement the temporary disability benefit by utilizing ETO or ESL. If the Health Care Professional elects not to offset such disability benefit, he/she must inform the Employer in writing within the first (1<sup>st</sup>) seven (7) days of the Occupational Injury or Illness-related absence. A Health Care Professional electing this option will be placed on an unpaid Medical Leave commencing with the date of disability. All contractual provisions as specified in Article 19 (Leave of Absence), will apply. In the event the Health Care Professional does not provide such written notice to the Employer, ESL offset will automatically be processed.
- 1870 In the payment of ETO or ESL to a Health Care Professional, the Employer will withhold applicable taxes in accordance with Federal and State laws.
- 1871 It is the Health Care Professional's responsibility to promptly file claims for any compensation benefits for which eligible and to report the amount of such benefits to the National Human Resources Service Center.

**ARTICLE 19 – LEAVES OF ABSENCE**

1901 **Eligibility**

- 1902 Leaves of absence without pay may be granted to a full-time or part-time Health Care Professional who has at least six (6) months of service. However, in the case of disabilities related to pregnancy, occupational injury/illness or military service, the six (6) month eligibility requirement is waived. A Health Care Professional's request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request. A Health Care Professional must provide at least two weeks' notice of intent to return from a leave of absence.

1903 No provision of this Article shall be deemed a waiver of any right or privilege to which a Health Care Professional is entitled under Federal, State, or local law or regulation.

1904 **Personal Leave of Absence**

1905 A Personal Leave of Absence, without pay, up to thirty (30) calendar days, may be granted to a regularly scheduled Health Care Professional at the discretion of the Employer. An extension of an additional 30 calendar days may be granted at the discretion of the Employer. Under no circumstances will a Personal Leave of Absence be granted beyond sixty (60) calendar days.

1906 A Personal Leave of Absence for situations covered by FMLA/CFRA will not be considered until the maximum duration of FMLA/CFRA has been exhausted.

1907 **Benefits Continuation While on a Personal Leave of Absence**

1908 Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue up to thirty (30) days, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer or beyond the thirty (30) days may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Personal Leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Personal Leave. Survivor Assistance Benefits will continue up to the maximum period of a Personal Leave.

1909 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for one month. There will be no adjustments made to the Health Care Professional's Leave Accrual Date for leaves of 60 days or less.

1910 **Federal Family and Medical Leave Act/California Family Rights Act**

1911 The Employer will comply with the provisions of the California Family Rights Act (CFRA) and with the provisions of the Federal Family Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the Pregnancy Disability Leave Regulations (PDL). Any alleged violation of this Paragraph must be pursued under the procedures provided by the relevant statute.

1912 In determining the maximum duration for FMLA/CFRA and other leaves taken for FMLA/CFRA purposes, the two types of leaves will run concurrently, except that leaves taken for a purpose not covered by the CFRA will not exhaust the Health Care Professional's entitlement to additional leave pursuant to the CFRA. A Personal Leave of Absence for situations covered by FMLA/CFRA will not be considered until the maximum duration of the FMLA/CFRA has been exhausted.

- 1913 **Benefits Continuation While on Family and Medical Leave/Pregnancy Disability (FMLA/CFRA Leave)**
- 1914 Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue during FMLA/CFRA Leave and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the FMLA/CFRA leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the FMLA/CFRA leave. Survivor Assistance Benefits will continue up to the maximum period of a FMLA/CFRA leave.
- 1915 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for one month following the unpaid portion of the FMLA/CFRA leave, unless receiving a Salary Continuance benefit. If the unpaid portion of the FMLA/CFRA leave is longer than 60 days, the Health Care Professional's Leave Accrual Date will be adjusted beginning with the 61<sup>st</sup> day of the unpaid leave.
- 1916 **Medical Leave of Absence**
- 1917 A Medical Leave of Absence without pay for a Health Care Professional's own non-work-related injury or illness, including conditions related to pregnancy shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability.
- 1918 A Medical Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.
- 1919 A Health Care Professional with less than two (2) years of service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed six (6) months. A Health Care Professional with two or more years of service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed twelve (12) months. A subsequent period of disability which commences prior to three (3) months after return from an approved Medical Leave will be deemed one continuous Medical Leave of Absence, subject to the maximum limit.
- 1920 A Medical Leave of Absence for a Health Care Professional who is regularly scheduled to work twenty (20) or more hours per week will commence upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours, or after the Salary Continuance benefit ends (which is six (6) months from the date of disability), whichever is later.



- 1921 A Medical Leave of Absence for a Health Care Professional who is regularly scheduled to work less than twenty (20) hours per week, not eligible for Salary Continuance benefit, will commence immediately upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours.
- 1922 A request to immediately elect to use all or a portion of accrued and unused ETO hours must be made fourteen (14) days prior to the exhaustion of ESL. ETO hours requested after the commencement of a Medical Leave may provide additional income only; leave duration dates are not extended or changed.
- 1923 For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to the exhaustion of ESL if ESL usage is waived.
- 1924 A Health Care Professional who exhausts the six months or 12 months (depending on years of service) maximum Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.
- 1925 A Medical Leave of Absence will expire in less than the maximum period once the Health Care Professional is released to return to work by his or her physician and can perform his or her pre-disability job with or without a reasonable accommodation.
- 1926 A Health Care Professional on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the Health Care Professional had been continuously employed during the leave period.
- 1927 **Benefits Continuation While on a Medical Leave of Absence**
- 1928 Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue up to the maximum period of a Medical Leave, provided three months elapse between each Medical Leave incident, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Medical Leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Medical Leave. Survivor Assistance Benefits will continue up to the maximum period of a Medical Leave.
- 1929 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will cease upon commencement of the Medical Leave or when Salary Continuance benefit begins, whichever is earlier. If the Medical Leave is longer than 60 days, the Health Care Professional's Leave Accrual Date will be adjusted beginning with the 61<sup>st</sup> day of the leave.

1930 **Occupational Leave of Absence**

- 1931 Commencing on the first day of employment, for those absences covered by Workers' Compensation, a Health Care Professional will be eligible for an Occupational Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician certification, until the Health Care Professional is released by the attending physician(s), up to a maximum of two (2) years.
- 1932 An Occupational Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.
- 1933 An Occupational Leave of Absence for a Health Care Professional who is regularly scheduled to work twenty (20) or more hours per week will commence upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours, or after the Salary Continuance benefit ends (which is six (6) months from the date of disability), whichever is later.
- 1934 An Occupational Leave of Absence for a Health Care Professional who is regularly scheduled to work less than twenty (20) hours per week, not eligible for Salary Continuance benefit, will commence immediately upon exhaustion of all accrued ESL Bank hours and any immediately-elected ETO hours.
- 1935 An Occupational Leave of Absence for a Health Care Professional may commence prior to the exhaustion of ESL, if ESL usage is waived or the Health Care Professional waives pay integration.
- 1936 The Occupational Leave of Absence will expire in less than two (2) years if the Health Care Professional is no longer disabled and can perform his or her pre-disability job or a comparable job, within the meaning of the California Workers Compensation Act, with or without a reasonable accommodation. If there is uncontroverted medical evidence that a Health Care Professional is permanently disabled and cannot perform his or her pre-disability job or a comparable job with or without reasonable accommodation, the Occupational Leave of Absence will expire after exhaustion of the interactive process job search (generally ninety (90) days).
- 1937 The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence without medical restrictions in his or her former or a comparable position at his or her regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the Health Care Professional actively returns to work.

- 1938 The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence on a temporarily restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Health Care Professional can perform the essential functions of the job with or without a reasonable accommodation. In situations where a Health Care Professional is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the Health Care Professional will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his or her usual job, at his or her regular rate of pay. Any such temporarily modified duty assignment will not exceed ninety (90) days.
- 1939 The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence on a permanently restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Health Care Professional is capable of performing the essential functions of the job, with or without a reasonable accommodation. If the Health Care Professional is unable to perform that job, the Employer will engage in an interactive process with the Health Care Professional during which the Health Care Professional has the opportunity to bid on any job vacancy that he or she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Leave of Absence will expire at the end of the interactive job search process: either upon the Health Care Professional's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Leave of Absence shall be extended throughout any period of temporary disability.
- 1940 Upon release by the treating physician(s) from an Occupational Leave of Absence, the Employer shall request that an Health Care Professional provide a return-to-work authorization containing the name of the physician, physician's signature, clarification of any functional limitations, and date released to return to work, in sufficient time to allow the Employer to make an appropriate determination of the jobs the Health Care Professional can perform, and the need for reasonable accommodation, if any.
- 1941 **Benefits Continuation While on an Occupational Leave of Absence**
- 1942 Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue up to the maximum period of an Occupational Leave, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Occupational Leave. A Health Care Professional, who is participating in the ACP, shall not have benefits coverage

during the Occupational Leave. Survivor Assistance Benefits will continue up to one year of an Occupational Leave.

1943 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will cease upon commencement of the Occupational Leave or when Salary Continuance benefit begins, whichever is earlier. There will be no adjustments to the Health Care Professional's Leave Accrual Date during an Occupational Leave.

1944 **Military Leave of Absence**

1945 A Health Care Professional will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statute.

1946 The Employer agrees that a Health Care Professional on extended military duty will have his or her accrued ETO, ESL and other benefits restored upon reinstatement, in accordance with the applicable statutes.

1947 In those cases where a Health Care Professional is in a reserve status and serves an annual two-week commitment, the Health Care Professional may request and use accrued ETO for the two-week Military Leave of Absence.

1948 Prior to granting Military Leave or ETO, the Employer shall require a Health Care Professional to submit a copy of the appropriate military orders.

1949 **Benefits Continuation While on a Military Leave of Absence**

1950 For Military Leaves beyond 30 days, medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue for up to 90 days, following the commencement of the unpaid leave, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Military Leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Military Leave. Survivor Assistance Benefits will continue up to one year of a Military Leave.

1951 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for 30 days. There will be no adjustments to the Health Care Professional's Leave Accrual Date during a Military Leave.

1952 **Personal Time Off**

1953 Commencing on the first (1st) day of employment, where circumstances warrant, a Health Care Professional may request and may receive personal time off, without pay, for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, an on duty Health Care Professional may ask for personal time off which shall be granted and such Health Care Professional will be released from duty as soon as possible. In determining whether such a request shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.

1954 **Bereavement Leave**

1955 Effective the first day of the month following eligibility, a health and welfare benefit-eligible Health Care Professional is eligible for Bereavement Leave, unless the Bereavement Leave has been waived by participation in the Alternate Compensation Program. A Health Care Professional shall be granted up to three (3) days paid Bereavement Leave upon the death of a spouse or domestic partner, or upon the death of an employee's immediate family member, or an employee's spouse's or domestic partner's immediate family members. A Health Care Professional will be granted an additional two (2) days of paid time when traveling three-hundred (300) miles or more one way to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

1956 A part-time Health Care Professional will receive Bereavement Leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths when traveling three-hundred (300) miles or more one way to attend funeral or memorial services and will receive pay for scheduled work hours within such three (3) or five (5) day period.

1957 Immediate family member for Bereavement Leave is defined as:

- a. parent, step-parent, parent in-law, step parent in-law, in loco parentis parent
- b. daughter, step-daughter, daughter in-law, step daughter in-law
- c. son, step son, son in-law, step son in-law
- d. sister, step sister, sister in-law, step sister in-law
- e. brother, step-brother, brother in-law, step brother in-law
- f. in loco parentis child, legal ward child, legal guardian, foster child, adopted child
- g. grandparent, step grandparent, grandparents in-law
- h. grandchildren, step grandchildren, grandchildren in-law
- i. relative living in the same household as the Health Care Professional

- 1958 If a death occurs to a critically ill family member while a Health Care Professional is on an authorized leave for critical family illness, the Health Care Professional will be entitled to receive Bereavement Leave pay upon presentation of verification of death. The Bereavement Leave shall not exceed three (3) days for death in the area. For deaths occurring out of the area requiring travel over three-hundred (300) miles one-way, two (2) additional days will be provided for travel purposes.
- 1959 Bereavement Leave will be administered in accordance with the Employer's guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.
- 1960 **Jury Duty**
- 1961 A Health Care Professional required to report for jury service will be excused from work and shall receive pay for jury duty for the duration of such service. Health Care Professionals shall provide notice of the jury duty obligation to Management as soon as practicable but no less than two (2) weeks' in advance. The Health Care Professional is required to show proof of jury service. There will be no offset to the Health Care Professional's pay or collection of jury duty pay provided by the courts.
- 1962 It is intended that both full and part-time Health Care Professionals will not suffer a loss of compensation for participation in jury service. The Health Care Professional may, with the agreement of the Employer, work a shift or partial shift in addition to time spent on jury service. Health Care Professionals will be compensated at the base rate for jury service during hours the Health Care Professional would regularly be scheduled to work. Schedules will be modified by mutual agreement to minimize disruption of patient care and to avoid undue burden on the Health Care Professional.
- 1963 In the absence of such mutual agreement, a full-time Health Care Professional will be compensated for a maximum of eight (8) hours jury service per day. When a full-time Health Care Professional is released from jury service in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.
- 1964 A part-time Health Care Professional shall receive pay for the number of hours regularly scheduled on the day of jury service, up to a maximum of eight (8) hours per day. In the event that the part-time Health Care Professional is regularly scheduled to work more than eight (8) hours on the day of the jury service, then the schedule will be modified by mutual agreement. In the absence of such agreement, the Health Care Professional will return to work if the release time from jury service permits a minimum of four (4) work hours.
- 1965 A Health Care Professional on an alternate shift schedule will be compensated at the base rate for his/her shift. When the Health Care Professional is released from jury service in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.

**ARTICLE 20 – COMPENSATION**

2001 **Wage Schedules and Tenure Increases**

2002 The base wage schedules for Health Care Professionals are listed in Appendix A. The Appendix also includes the wage schedules for Per Diem Health Care Professionals and those enrolled in the Alternate Compensation Program.

2003 Tenure increases for full-time Health Care Professionals, on the base wage schedule, shall become effective on the individual’s employment anniversary date as set forth in the base wage schedule, except where adjusted in accordance with Article 19 – Leaves of Absence eligibility, or as otherwise denoted in the Agreement.

2004 Part-time and Per Diem Health Care Professionals shall receive step increases on the basis of actual hours worked. Two thousand eighty (2,080) hours is equivalent to one year. A Part-time or Per Diem Health Care Professional’s hours will be capped at eighty (80) hours in a pay period, and any additional hours will not count toward movement on the wage schedule.

2005 **Advance Hire Placement**

**Staff Therapist**

New grad / less than 1 year experience ..... Step 1 – Start  
Between 1 and 2 years of experience ..... Step 2 – 1 Year  
Between 2 and 3 years of experience ..... Step 3 – 2 Year  
Between 3 and 5 years of experience ..... Step 4 – 3 Year  
Between 5 and 7 years of experience ..... Step 5 – 4 Year  
Between 7 and 10 years of experience ..... Step 6 – 5 Year  
10 or more years of experience ..... Step 7 – 6 Year

**Senior Therapist**

Between 4 and 5 years of experience ..... Step 5 – 4 Year  
Between 5 and 6 years of experience ..... Step 6 – 5 Year  
6 or more years of experience ..... Step 7 – 6 Year

**Clinical Specialist I**

3 or more years full-time practice (2,080=1yr) ..... Step 3 – 2 Year or enrollment in or completion of an APTA credentialed fellowship program and 250 hours of specialized education.

**Clinical Specialist II**

4 or more years full-time practice (2,080=1yr) ..... Step 5 – 4 Year plus 500 hours (not 2000) or completion of an APTA credentialed fellowship program.

2006 **Alternate Compensation Program**

2007 **ACP Eligibility**

2008 A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP).

2009 **ACP Coverage**

2010 ACP is an optional benefit program, which provides an eligible Health Care Professional with a twenty percent (20%) wage rate differential in exchange for his or her choice to waive participation in certain benefit plans, including the Flexible Benefits Program. However, time spent in the ACP will count as Service for vesting purposes and Credited Service for purposes of computing the monthly retirement income. Final Average Monthly Compensation for pension calculations excludes differentials and will, therefore, be calculated solely on the base wage rate.

2011 **ACP Proof of Other Medical Coverage**

2012 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.

2013 **ACP Participation**

2014 A Health Care Professional may enroll in ACP when newly hired or newly eligible (based on regularly scheduled hours), or during the open enrollment period. Participation begins the first (1<sup>st</sup>) day of the pay period of the new year following open enrollment, or on the first day of the pay period following enrollment for a newly eligible employee. A Health Care Professional must remain in the ACP for the duration of the payroll calendar year. A Health Care Professional may withdraw from ACP during the ACP payroll calendar year only upon showing a loss of other medical coverage or a qualified family



or employment status change. During the annual open enrollment period of each year, a Health Care Professional will have the opportunity to enroll in or withdraw from the ACP.

2015 **ACP Payroll Calendar Year**

2016 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.

2017 **ACP Exchanged Benefits**

2018 A Health Care Professional enrolling in ACP is not eligible to participate in the Flexible Benefits Program, and other benefits including the Earned Time Off Program, Bereavement Leave, Educational Leave and other paid time.

2019 A Health Care Professional who elects to participate in the ACP will have his or her Extended Sick Leave (ESL) 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 a Health Care Professional returns to the Flexible Benefits Program. No additional hours will accrue while in the ACP. Education Leave will also be frozen and restored if and when the Health Care Professional returns to the Flexible Benefits Program.

2020 A Health Care Professional who elects to participate in the ACP will receive a payoff for all accrued Earned Time Off (ETO) upon entering the ACP. Such payoff will be at the base wage rate that is in effect on the day prior to entering the ACP. No additional ETO will accrue while in the ACP.

2021 **ACP Benefits Participation**

2022 A Health Care Professional will have the option to participate or, as applicable, be automatically enrolled in the following benefits:

- Employee-purchased Optional Contributory Life Insurance in the amount of \$10,000, \$20,000, \$30,000 or \$40,000 for a Health Care Professional scheduled to work 32 or more per week. The Optional Contributory Life Insurance includes \$10,000 Accidental Death and Dismemberment and Total & Permanent Disability provision. The Optional Contributory Life Insurance must be elected at time of hire, or when becoming first eligible. If elected, coverage will become effective on the first day of employment, provided the Health Care Professional is actively at work. If the Health Care Professional is not actively at work, coverage is deferred until he or she returns to active employment.

- Overtime will be paid at one and a half (1 ½) times the ACP rate unless otherwise required under state and federal overtime laws
- Commuter Spending Account
- Dependent Care Spending Account
- Designated Holidays worked will be paid at the ACP differential
- Health Care Spending Account
- Jury Duty will be paid at the ACP differential
- Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP), (with FAMC at the base wage rate without the 20% ACP differential)
- Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG) (2.5% Employer Contributions at the base wage rate without the 20% ACP differential )
- Shift differentials paid, as applicable
- Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential)
- Tax-Deferred Retirement Savings
- Travel Accident Insurance
- Tuition Reimbursement
- Unpaid Leaves of Absence (no benefits associated with the leaves)

2023 A Health Care Professional may take two (2) weeks of unpaid leave per calendar year, in one week increments. The unpaid leave may be accumulated up to a maximum of four weeks unpaid leave. This unpaid leave is to accomplish the rest and relaxation provided to other employees via vacation. A Health Care Professional in the ACP may exercise seniority on the vacation schedule to obtain his or her two (2) weeks of unpaid leave. Additional weeks of unpaid leave may be granted at the discretion of the Employer.

2024 A Health Care Professional who retires while enrolled in the ACP and otherwise meet eligibility for post-retirement benefits will be provided with post-retirement benefits (e.g., Retiree Medical).

2025 **Promotion to a Higher Classification**

2026 A Health Care Professional, promoted to a higher classification, will be advanced to the pay level of the higher rated classification at the same tenure step, on the base wage schedule, held immediately prior to the promotion.

- 2027 In the event a Health Care Professional is promoted to a higher rated classification, transferred or demoted to a lower rated classification, the Health Care Professional's step progression towards the next step will begin as of the date of the promotion, transfer or demotion.
- 2028 For Part-Time and Per Diem Health Care Professionals, future remaining step increases will be as follows: two thousand eighty (2,080) compensated hours equals one (1) year.
- 2029 **Shift Differential**
- 2030 Health Care Professionals shall receive a shift differential for work performed on an evening and/or night shift as follows:  
Evening Shift:.....\$2.236 per hour  
Night Shift:.....\$3.256 per hour
- 2031 Shift differential shall be paid for time worked only and shall be applied to all overtime hours worked by a Health Care Professional on the evening or night shift.
- 2032 **Relief Senior Health Care Professional**
- 2033 A Health Care Professional assigned to serve as a Senior on a relief basis of four (4) or more hours during a shift will be compensated at the Health Care Professional's tenure step on the Senior wage schedule for the full shift.
- 2034 **Report Pay**
- 2035 When an Health Care Professional is required to work a regular shift and reports for that shift, but is not put to work or is given less than half of the Health Care Professional's scheduled shift hours, the Health Care Professional will be paid for half of his/her scheduled shift hours at his/her base rate of pay. In no event will the Health Care Professional will be paid less than two (2) hours or more than four (4) hours.
- 2036 If a Health Care Professional is required to report to work a second time in any one workday and is given less than two hours of work on the second reporting, the Health Care Professional shall be paid for two (2) hours at his/her base rate of pay.
- 2037 Reporting Pay will not apply to a Health Care Professional on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time.

2038 **Call-In Pay**

2039 A Health Care Professional called in or scheduled to work any day other than their normally scheduled shift will receive a minimum of two (2) hours reporting pay. However, if the Health Care Professional is called back into work within the two (2) hour period, no additional compensation will be paid unless the hours extend beyond the two (2) hour guarantee pay. If during the two (2) hour period there is no work for the Health Care Professional, the Employer may assign the Health Care Professional to other duties, as qualified. The two (2) hour pay shall be paid at premium rates, if applicable.

2040 A Health Care Professional called for more than two (2) hours work shall receive pay for actual hours worked.

2041 **Standby Pay**

2042 Standby pay shall be utilized where the Health Care Professional is required to report to work. Health Care Professionals on standby status shall be paid twelve dollars (\$12.00) per hour for each hour spent on standby status. Actual work time shall begin when the Health Care Professional arrives at the work location to which called, and shall end when the Health Care Professional leaves the facilities. The Health Care Professional shall be guaranteed a minimum of two (2) hours work for each call.

2043 However, if the Health Care Professional is called back into work within the two (2) hour period, no additional compensation will be paid unless the hours extend beyond the two (2) hour guarantee pay.

2044 A Health Care Professional shall receive time and one half (1 1/2) the base hourly rate of pay, rather than the standby allowance, for all hours actually worked or guaranteed during the standby period.

2045 Health Care Professionals, returning to work from standby, shall receive two and one half (2 1/2) times the base hourly rate of pay for all hours worked on a designated holiday.

2046 **Remote Reporting Pay**

2047 Remote reporting pay (aka Telephone Fix) may be provided for designated and authorized Health Care Professionals. If a Health Care Professional is able to resolve a problem over the telephone while on stand-by, the Health Care Professional shall be paid no less than two (2) hours pay at one and one-half (1-½) times the base rate of pay for the time spent resolving the problem via-telephone.

2048 **Working Out of Classification in Management**

2049 Health Care Professionals who are asked to take a temporary assignment in a management role will receive a 5% differential for the duration of the assignment. The differential is paid for hours worked, exclusive of hours paid but not worked, such as sick leave, holidays, vacation etc. The temporary assignment will not affect the Health Care Professional's employment status or position. Any increases in pay to which the Health Care Professionals are entitled will be applied to their hourly rate, exclusive of the differential.

2050 The Employer will notify the Union when a Health Care Professional accepts such a temporary assignment. At the end of the assignment the Health Care Professional will return to the same or comparable position.

2051 **Qualified Bilingual Differential**

2052 **Qualified Bilingual Staff (QBS) Levels**

2053 QBS Level 1 are Health Care Professionals who use their language skills in non-clinical situations and are assessed as proficient enough to function in business and occupational situations that require only general conversational language skills (for non-clinical situations) and basic command of a second language as determined through an assessment tool determined by the Employer.

2054 QBS Level 2 are Health Care Professionals assessed as proficient in conversational language skills, basic command of a second language, in addition to a greater level of fluency, medical terminology and the ability to provide language assistance in various clinical settings. Skills will be determined through an assessment tool determined by the Employer.

2055 **QBS Differential**

2056 Health Care Professionals designated as QBS Level 1 and who utilize the appropriate language skill/level (to include sign language for the hearing impaired) and are routinely required (over 2 hours per week) to interpret shall receive a bilingual differential premium of \$0.375 per hour paid on hours worked to a maximum of eighty (80) hours per biweekly pay period.

2057 Health Care Professionals designated as QBS Level 2 and who utilize the appropriate language skill/level (to include sign language for the hearing impaired) and are routinely required (over 2 hours per week) to interpret shall receive a bilingual differential premium of \$0.55 per hour paid on hours worked to a maximum of eighty (80) hours per biweekly pay period.

2058 **QBS Program**

2059 Unless otherwise contained herein, the QBS Program is governed by the terms of the Qualified Bilingual Staff (QBS) Program Guide, including but not limited to skill level, determination of that level by testing, testing methods and tests, specific language(s) required and training requirements.

2060 Health Care Professionals who fail to qualify for either Level 1 or Level 2 designation will not receive a bilingual differential.

2061 **Pay for Travel Time**

2062 Health Care Professionals will be eligible for pay for travel time in accordance with the terms and conditions set forth by the Employer's Travel Time policy (CA.HR.4.02.).

2063 **Mileage Allowance**

2064 Health Care Professionals authorized to use their personal automobiles for Employer business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy.

2065 If a business trip occurs during a Health Care Professional's regular work day, mileage should be claimed only in excess of the distance normally traveled to and from the Health Care Professional's regular work location. If a Health Care Professional is temporarily assigned to another location, mileage should be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the Health Care Professional's regular work location.

2066 **Witness Pay**

2067 Health Care Professionals who are subpoenaed to testify about matters arising from within the scope and course of their employment will be paid as hours worked. If, on a scheduled workday, the subpoenaed time is less than the full work shift, the Health Care Professional is expected to report to work when not testifying, if needed. If the subpoenaed time is not on a scheduled workday, then the Health Care Professional shall be paid a minimum of two (2) hours pay, or the actual time spent testifying, whichever is greater. If the subpoena relates to a private matter, the Health Care Professional is subject to the same time off procedures as any other personal time off request.

2068 **Military Leave Make-Up Pay**

2069 Health Care Professionals will be eligible for Military Leave Make-up pay in accordance with the terms and conditions set forth under the Employer's Military Leave Policy (NATL.HR.001.).

2070 **Time Off for Voting**

2071 Health Care Professionals will be eligible for pay for time-off to vote in accordance with the terms and conditions set forth by the Employer's policy Time Off Protected by Statute (NATL.HR.0.36.).

2072 **Time Off for Donating Blood**

2073 Health Care Professionals will be eligible for time-off for donating blood in accordance with the terms and conditions set forth under the Employer's Time off for Blood Donor Policy (SCR-HR-4.02.).

2074 **Health Care Professional Status**

2075 **Full-Time Health Care Professional Status**

2076 A regular full-time Health Care Professional is defined as a Health Care Professional regularly scheduled to work forty (40) hours within the workweek, or eighty (80) hours in the pay period, unless otherwise defined by an alternate shift agreement.

2077 **Part-Time Health Care Professional Status**

2078 A regular part-time Health Care Professional is defined as a Health Care Professional regularly scheduled to work less than forty (40) hours per week on a pre-determined basis, or less than eighty (80) hours in a pay period on a pre-determined basis, unless otherwise defined by an alternate shift agreement.

2079 **Per Diem Health Care Professional Status**

2080 A Per Diem Health Care Professional is defined as a Health Care Professional who works on an interim or relief basis, either on a predetermined schedule, or on an as-needed basis. Per Diem Health Care Professionals are not eligible for benefits, premiums, etc., unless specified in this Agreement.

2081 **Temporary Health Care Professional Status**

2082 A temporary Health Care Professional is defined as a Health Care Professional who is hired as an interim replacement for temporary work on any predetermined work schedule that does not exceed one hundred eighty (180) days. This period of time may be extended by mutual agreement between the Employer and the Union. A temporary Health Care Professional is not the same as a temporary employee hired through an outside registry.

## **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

2101 Health and Welfare benefit will be delivered through a combination of Flex and plans outside of the Flexible Benefits Program.

2102 **Flexible Benefits Program**

2103 **Eligibility**

2104 A newly hired, newly eligible, or a current Health Care Professional, who has not met three (3) months of employment and who is regularly scheduled to work twenty (20) hours or more per week, has the option to participate in the initial Employer-Paid Plan (and subsequently enroll in the full Flexible Benefits as described below) or participate in the Alternate Compensation Program (ACP). Coverage in the initial Employer-Paid plan begins on the first (1<sup>st</sup>) day of employment and continues until the first (1<sup>st</sup>) day of the month following three (3) months of employment, which is the date a Health Care Professional becomes eligible for the full Flexible Benefits Program.

2105 **Initial Employer-Paid Plan**

2106 A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week is provided with Kaiser Foundation Health Plan (Health Plan) coverage that mirrors the Mid-level plan to be offered under Flex (currently \$20 office visit copayment level), Supplemental Medical and employee life insurance (equal to one times annual pay to a maximum of \$50,000). Coverage becomes effective on the first day of employment and continues until a Health Care Professional becomes eligible for the full Flexible Benefits Program. The Employer pays the entire cost of the benefits provided under the initial Employer-Paid plan.

2107 **Health Plan Dependent Eligibility**

2108 Eligible dependents are defined as follows:

- the Health Care Professional’s spouse, or domestic partner;
- the Health Care Professional’s natural, step or adopted child under the age of twenty- six (26);
- the Health Care Professional’s foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;
- a child under the age of twenty-six (26) for whom the Health Care Professional is the court-appointed guardian;



- the Health Care Professional's grandchild only if the grandchild's parent (the Health Care Professional's child, or the spouse's or domestic partner's child) is under age of twenty-five (25), unmarried, and currently covered under Health Care Professional's medical coverage, and both the grandchild and the grandchild's parent (Health Care Professional's child) 1) live with the Health Care Professional and 2) qualify as the Health Care Professional's dependents on the Health Care Professional's tax return as defined by the Internal Revenue Code (IRC) 152(a)(1);
- the Health Care Professional's domestic partner's natural or adopted child under the age of twenty-six (26);
- the Health Care Professional may be able to extend coverage past the normal age 26 limit for a dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The Health Care Professional may be required to show proof of the dependent's continuing disability each year.

2109 **Dental Dependent Eligibility**

- Eligible dependents will include spouse or eligible domestic partner, and the children of the Health Care Professional or of his/her spouse or domestic partner, up to the limiting age of twenty-six (26).
- The Health Care Professional may be able to extend coverage past the normal age 26 limit for an enrolled dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The Health Care Professional may be required to show proof of the dependent's continuing disability each year.

2110 **Dependent Life Eligibility**

- Eligible dependents will include spouse or eligible domestic partner, and unmarried children of the Health Care Professional or of his/her spouse or domestic partner, up to the limiting age of twenty-one (21) or, if the child is a full-time student, up to age twenty-three (23).
- The Health Care Professional may be able to extend coverage past the normal age limit for a covered dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches prior to the limiting age of twenty-one (21) or twenty-three (23) as applicable. Annual certification of disability and dependency may be required.

2111 **Full Flexible Benefits Coverage**

2112 A Health Care Professional who is regularly scheduled to work 20 hours or more per week and his or her enrolled eligible dependents are provided with the following options:

- Basic, Mid (\$20 office visit copayment level), or High Health Plan bundled with Supplemental Medical coverage. Supplemental Medical covers certain medically necessary services that are not provided by Health Plan;
- Basic or Comprehensive Dental Plan coverage up to an annual maximum of \$1,200.
- Optional Life Insurance coverage (up to \$100,000 Guaranteed Issued if enrolled when first eligible) up to \$750,000 (based on combined employer-paid Basic Life insurance and Flex Optional Life insurance amount); Employee life insurance coverage of Two Times Annual Salary is provided outside of the Flexible Benefits Plan.
- Dependent Life Insurance coverage for eligible dependents up to \$50,000 for spouse/domestic partner or \$10,000 for each child provided that the Health Care Professional is enrolled in the applicable amount of employee life insurance;
- Accidental Death and Dismemberment insurance up to \$350,000 for the Health Care Professional, spouse/domestic partner \$175,000 and eligible children up to \$35,000.
- 50% or 60% Long-Term Disability (LTD) Insurance provides benefits to the Health Care Professional, until the Health Care Professional recovers, dies or turns age 65 (unless the Health Care Professional is already age 60 or older), whichever occurs first. If disability is due to mental illness which will be limited to a per occurrence maximum of twenty-four (24) months, or disability due to alcohol or substance abuse, benefits will be limited to one period of disability limited to a Health Care Professional's lifetime for up to a maximum of twenty-four (24) months. LTD can be purchased with pre or post-tax dollars.

2113 **Spending Accounts**

2114 **Dependent Care Spending Account**

2115 A Health Care Professional with eligible dependent expenses can participate in the Dependent Care Spending Account (DCSA) which is entirely voluntary and allows a Health Care Professional to pay for eligible dependent services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A Health Care Professional, regardless of work schedule, is eligible to enroll in the DCSA effective the first (1<sup>st</sup>) day of the month following three (3) months of employment. The DCSA allows a Health Care Professional to contribute pre-tax dollars annually as limited by the plan or Internal Revenue Code (IRC). These contributions may

be used to pay for certain dependent care expenses for eligible dependents as permitted by the IRC and as governed by law.

2116 **Health Care Spending Account**

2117 A Health Care Professional can participate in the Health Care Spending Account (HCSA), which is entirely voluntary and allows a Health Care Professional to pay for eligible medical care services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week is eligible to participate in the HCSA effective the first (1<sup>st</sup>) day of the month following three (3) months of employment. The HCSA allows a Health Care Professional to contribute pre-tax dollars annually as limited by the plan or IRC as applicable. This plan may pay for eligible health care expenses for a Health Care Professional and/or his/her eligible dependents, as permitted by the IRC and as governed by law.

2118 **Employer Funding and Flex Credits**

2119 The Employer provides funding in the form of Flex Credits that pays a share of the benefits cost under the full Flexible Benefits Program.

2120 The Employer provides a full-time Health Care Professional with enough Flex Credits to purchase the Mid Level Health Plan (bundled with Supplemental Medical coverage) for the Health Care Professional and eligible dependents, Basic Dental for the Health Care Professional and eligible dependents, and the 50% LTD insurance coverage. In addition, a Health Care Professional shall receive Service-Based Flex Credits. A regular part-time Health Care Professional shall receive a percentage of Flex Credits based on his or her regularly scheduled hours to purchase benefits offered under the Flexible Benefit Program, as applicable.

<b><u>Regularly Scheduled (Standard) Hours</u></b>	<b><u>Flex Credits Percentage</u></b>
32 – 40 Hours Per Week .....	100%
26 – 31 Hours Per Week .....	80%
20 – 25 Hours Per Week .....	60%

2121 The Service-Based Flex Credits shall be provided based on the Health Care Professional’s years of service as defined by the Benefit “Service Date.” The Benefit “Service Date” determines and tracks eligibility for years of service on which the flex credits are based.

<u>Years of Service</u>	<u>Service-Based Flex Credits Amount (Per Pay Period)</u>
Less than 2 .....	\$0.83
2 – 4 .....	\$1.67
5 – 9 .....	\$2.50
10 – 14 .....	\$4.79
15 – 19 .....	\$6.46
20 or more .....	\$7.92

2122 **Healthy Flex Wellness Incentive Program**

2123 Effective January 1, 2015, the Healthy Flex credits are eliminated. If the Employer reinstates the Healthy Flex program for other employee groups, the Employer will reinstate the Healthy Flex program for Health Care Professionals, or make the same changes, pursuant to this agreement.

2124 **Default Plan**

2125 An eligible Health Care Professional who does not enroll in the Flexible Benefits Program during the election period will be enrolled in the Default Plan. The Default Plan becomes effective on the first (1<sup>st</sup>) day of the month following the completion of three (3) months of employment, or when newly eligible if later. The Default Plan provides the Mid Level Health Plan (bundled with Supplemental Medical coverage) for a Health Care Professional and his or her previously-enrolled eligible dependents. A Health Care Professional under the Default Plan will not have dental or long-term disability benefits and does not receive Flex Credits. Default coverage is Employer-paid. (Employee Life Insurance coverage of Two Times Annual Salary and Salary Continuance are provided outside of the Flexible Benefits Plan).

2126 **Enrollment Restrictions**

2127 A Health Care Professional may elect options within thirty-one (31) days of becoming eligible, or during the annual open enrollment period. A Health Care Professional may change options during the annual open enrollment period for the Flexible Benefits Program. Once elections are made, a Health Care Professional may only make changes during subsequent annual open enrollment periods, unless the Health Care Professional has a qualifying family or employment status change or a loss of other medical

coverage. A Health Care Professional must notify the Employer within thirty-one (31) days of the status change or loss of coverage to effect a mid-year change.

2128 **Health Plan Waiver**

2129 Health Plan coverage may be waived with proof of other medical coverage. A Health Care Professional who waives Health Plan coverage must wait until the subsequent annual open enrollment period to enroll for Health Plan coverage unless the Health Care Professional has a loss of other medical coverage and notifies the Employer within 31 days of the loss of other medical coverage.

2130 **Actively-At-Work**

2131 A Health Care Professional must be actively-at-work on the day that LTD insurance or Life Insurance coverage becomes effective. Coverage will be deferred until return to active employment.

2132 **Pre-Existing Condition Clause and Evidence of Insurability**

2133 A Health Care Professional who elects the LTD insurance shall be subject to a pre-existing illness clause that excludes from benefits any disability that occurs during the first twelve (12) months of coverage, if within ninety (90) days prior to coverage becoming effective, a Health Care Professional received medical treatment, care, services, or took prescribed medication for a diagnosed condition that caused or substantially contributed to the disability. A Health Care Professional who did not elect LTD coverage when first eligible, or who elected a lower level of LTD coverage, must provide Evidence of Insurability (EOI) as required by the insurer in order to be eligible for LTD, or for the higher level of LTD coverage.

2134 A Health Care Professional may purchase up to \$100,000 of Employee Life insurance when first eligible without providing Evidence of Insurability (EOI), which is proof of good health as required by the insurer. During future open enrollment periods, the Health Care Professional may increase his or her life insurance coverage to the next higher level without providing EOI. A Health Care Professional will be required to provide EOI if the Health Care Professional purchases a higher level of coverage. A Health Care Professional who did not elect optional life when first eligible, and later elects optional life will be required to provide EOI.

2135 EOI requirements also apply to the Health Care Professional's Spouse or Domestic Partner, if coverage was previously waived or, when electing to increase coverage.

2136 **Benefits Continuation with Long-Term Disability Coverage**

2137 Health Plan coverage that mirrors the Mid-level plan offered under the Flexible Benefits Program, including Supplemental Medical, may continue when a Health Care Professional is qualified and approved for Long-Term Disability insurance benefits.

2138 **Benefits Outside Flex**

2139 **Life Insurance**

2140 A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week will be provided with Two Times Annual Salary employer-paid life insurance coverage (which is outside of the Flexible Benefits Program). Two Times Annual Salary life Insurance coverage begins the first (1<sup>st</sup>) of the month following three (3) months of employment or when newly eligible if later, if actively at work, unless waived by ACP participation. If the Health Care Professional is not actively at work on the day coverage is to become effective, then the coverage effective date will be deferred until the Health Care Professional returns to active employment.

2141 **Survivor Assistance Benefit**

2142 A Health Care Professional who is regularly scheduled to work will be provided a Survivor Assistance Benefit equal to one (1) month's base wages (prorated for part-time Health Care Professionals). This benefit is payable to a designated beneficiary during the period immediately following the death of the Health Care Professional.

2143 **Salary Continuance (Short Term Disability)**

2144 A Health Care Professional regularly scheduled to work twenty (20) hours or more per week will be eligible for the Salary Continuance benefit, (which is outside of the Flexible Benefits Program). The Salary Continuance begins on the first (1<sup>st</sup>) of the month after three (3) months of employment or when newly eligible if later, unless waived by ACP participation. Salary Continuance benefit shall be payable beginning after an eligible Health Care Professional has exhausted Extended Sick Leave (ESL) bank hours and shall remain payable up through six (6) months of disability. The Salary Continuance benefit delays the commencement of a Medical or Occupational Illness or Injury Leave for up to six (6) months. The Salary Continuance benefit is based on a Health Care Professional's base wage rate (adjusted for scheduled hours) at the time he or she is initially disabled. The Salary Continuance benefit provides fifty percent (50%) of base wage rate or sixty percent (60%), when integrated with State Disability Insurance (SDI) or Workers' Compensation and continues through the sixth (6<sup>th</sup>) month of disability with physician certification.

2145 **Parent Medical Coverage**

2146 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law including a Health Care Professional's domestic partner's parents. Parents who enroll will be responsible for the entire amount of the premium, as well as any applicable copayments. The terms and conditions of this plan are in accordance with the governing plan document and service agreement.

2147 **Coverage Ends**

2148 Under the Flexible Benefits Program, Health Plan and Dental coverage ends on the last day of the month in which employment ends, or in which the Health Care Professional transfers to an ineligible status. Coverage for all other benefits ends on the day employment ends, or the date of transfer to an ineligible status. Coverage also ends when a Health Care Professional goes into an unpaid leave status and fails to pay the Health Care Professional's share of premiums.

2149 **Plan Terms**

2150 Coverage, limitations and exclusions (including the enrollment rules, restrictions and requirements) of the foregoing Health and Welfare Plans, and Dependent Care and Health Care Spending Account are established and governed by the Employer's service agreements with the respective providers, and insurance carriers, and plan documents. The foregoing plans are governed by the plan documents and/or Kaiser Permanente policies.

**ARTICLE 22 – RETIREMENT BENEFITS**

2201 **Pension Plan**

2202 Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) is a basic pension plan that provides retirement income based on a formula that includes a benefit factor of 1.4% of Final Average Monthly Compensation (FAMC) and years of Credited Service. Effective June 1, 2014, the pension plan benefit factor will be 1.45% of FAMC and years of Credited Service.

2203 **Participation**

2204 Each Health Care Professional is automatically covered under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) on date of employment.

2205 **Service**

2206 Years of Service are used to determine vesting, and to determine if a Health Care Professional is eligible for a Deferred Vested Pension benefit, or for Early, Disability, Normal or Postponed Retirement. One year of Service is equal to one thousand (1,000) compensated hours of employment in a calendar year. Prorated Service will be granted for a calendar year with fewer than one thousand (1,000) compensated hours of employment. Compensated hours are defined by the Plan and include regular, Holiday, Earned Time Off, Extended Sick Leave, etc., subject to the terms of the Plan.

2207 **Credited Service**

2208 Credited Service is used to determine the amount of monthly pension benefits. One year of Credited Service is equal to two thousand (2,000) compensated hours of employment in a calendar year. Prorated Credited Service will be granted for a calendar year with fewer than two thousand (2,000) compensated hours. Compensated hours are defined by the Plan and include regular, Holiday, Earned Time Off, Extended Sick Leave, etc., subject to the terms of the Plan.

2209 **Pension Payment Benefit Amount**

2210 For retirements through May 31, 2014, normal monthly retirement shall be 1.4% of Final Average Monthly Compensation (FAMC) multiplied by a Health Care Professional's years of Credited Service. If a Health Care Professional terminates employment on or after June 1, 2014, normal monthly retirement shall be 1.45% of Final Average Monthly Compensation (FAMC) multiplied by a Health Care Professional's years of Credited Service. FAMC is the monthly average of the Health Care Professional's base wage rate over the highest sixty (60) consecutive months of compensation in the last one-hundred (120) consecutive months of employment. The FAMC for pension calculations will be based solely on the Health Care Professional's straight time base wage rate and will exclude bonuses, allowances, and differentials (also excludes the Alternate Compensation Program ("ACP") wage differential).

2211 **Vested Pension**

2212 Vesting in KPSCEPP is attained after five (5) years of Service or if a Health Care Professional receives an hour of Service upon attainment of age 65 or greater and still actively employed. If a Health Care Professional terminates with at least five (5) years of Service, but prior to eligibility for Early, Disability, Normal or Postponed Retirement, the Health Care Professional is eligible for an unreduced Deferred Vested Pension, payable at age 65 based on the benefit accrued at the time of termination. A Health Care Professional who terminates with 15 or more years of Service, may be eligible to begin receiving a reduced Deferred Vested Pension prior to age 65, once the Health Care Professional reaches age 55.



2213 **Early Retirement**

2214 A Health Care Professional is eligible to retire early with an Early Retirement benefit when she or he is at least age 55 and with at least 15 years of Service. If an eligible Health Care Professional elects to start receiving benefits before age 65, benefits will be reduced to reflect early benefit commencement as follows:

2215 For retirements through May 31, 2014:

<b><u>Age when Payments Begin</u></b>	<b><u>Percentage of Normal Pension Received</u></b>
65 .....	100%
64 .....	91.06%
63 .....	83.09%
62 .....	75.96%
61 .....	69.57%
60 .....	63.82%
59 .....	58.64%
58 .....	53.96%
57 .....	49.73%
56 .....	45.88%
55 .....	42.39%

2216 For retirements on or after June 1, 2014:

<b><u>Age when Payments Begin</u></b>	<b><u>Percentage of Normal Pension Received</u></b>
65 .....	100%
64 .....	95%
63 .....	90%
62 .....	85%
61 .....	80%
60 .....	75%
59 .....	70%
58 .....	65%
57 .....	60%
56 .....	55%
55 .....	50%

2217 **Disability Retirement**

2218 If the Health Care Professional is eligible for and receives a Social Security Disability Award under Title II, has a date of disability before termination, and has at least ten (10) years of Service, he/she will be eligible for a Disability Retirement. Monthly retirement benefits commencing prior to age sixty-five (65) are reduced based on the Early Retirement charts above. If the Health Care Professional begins receiving retirement benefits before age 55, the monthly benefits will be actuarially reduced based on the participant's age when pension benefits begin.

2219 **Workers' Compensation Leaves of Absence**

2220 Effective June 1, 2014, up to 1,000 hours during Workers' Compensation Leave of Absence (s) may be used toward determining years of Service for purposes of meeting minimum eligibility requirements for retirement pursuant to the provisions of the National Agreement.

2221 **Normal Retirement**

2222 A participating Health Care Professional is eligible for Normal Retirement when, prior to termination, she or he attains age 65, regardless of years of Service, and then retires or terminates.

2223 **Postponed Retirement**

2224 A participating Health Care Professional is eligible for Postponed Retirement if she or he is over age 65, regardless of years of Service, when she or he retires or terminates. The Health Care Professional's Postponed Retirement benefit will be the greater of: (1) the actuarially adjusted normal (age 65) retirement benefit or (2) the benefit based on the Health Care Professional's FAMC and Credited Service at retirement. The actuarially determined dollar amount under certain payment methods may decrease because of the Health Care Professional's increased age.

2225 **In-Service KPSCEPP Distribution**

2226 Effective June 1, 2014, a participating Health Care Professional who has not separated from service as defined by the Internal Revenue Service (IRS) rules will be eligible to elect a one-time in-service distribution from the KPSCEPP at age 65 or older in accordance with the terms of the plan and applicable IRS rules.

2227 **Distribution/Payment Options**

2228 A variety of payment methods are available under the KPSCEPP such as the Single Sum Payment, Life Annuity, Joint and Survivor Annuity, and Guaranteed Years of Payment, Level Income. The amount payable under each distribution method is determined using actuarial assumptions and the interest rate specified by the plan.

2229 **Pre-Retirement Survivor Annuity**

2230 In the event a Health Care Professional who is vested in the pension plan dies while still employed, the plan will provide the surviving spouse or designated domestic partner with a lifetime monthly benefit. This Survivor Annuity will be calculated as if the Health Care Professional retired the day before death and elected a joint and survivor annuity with a 50% continuation to the surviving spouse or domestic partner.

2231 The benefit is payable to the surviving spouse no later than when the Health Care Professional would have turned age 65. The surviving spouse may elect to begin receiving the benefit at the time the Health Care Professional would have first qualified for Early Retirement. The eligible designated domestic partner must begin receiving a distribution no later than one year following the Health Care Professional's death, in accordance with applicable IRS rules.

2232 **Survivor Qualified Dependent Benefit, effective June 1, 2014**

2233 If a vested eligible active (active or on a leave of absence) Health Care Professional dies on or after June 1, 2014, and does not have a surviving spouse or a surviving eligible designated domestic partner, monthly survivor benefits will be payable to a qualified dependent, as defined in the plan document. This Survivor Annuity will be calculated as if the Health Care Professional retired the day before death and elected the Guaranteed Years of Payment method for one-hundred and twenty (120) months.

2234 The foregoing is a summary of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP). The Pension Plan is governed by the plan documents.

2235 **Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG)**

2236 KPSSRPUG is a supplemental retirement plan that provides an Employer contribution and has voluntary employee contributions.

2237 **Participation**

2238 A Health Care Professional, regardless of status and work schedule, becomes a participant in the KPSSRPUG on the first day of employment.

2239 **Vesting**

2240 Upon becoming a participant in the KPSSRPUG, a Health Care Professional is fully vested in the Employer contributions and, if applicable, employee contributions.

2241 **Contributions**

2242 The Employer contributes two and a half percent (2.5%) of the Health Care Professional's eligible compensation to the KPSSRPUG. Compensation is defined by the Plan and includes regular wages, holiday pay, Earned Time Off, Extended Sick Leave, etc. It excludes special bonuses, allowances, and differentials (also excludes the Alternate Compensation wage differential). A Health Care Professional may elect to make after-tax contributions by deferring a percentage of his/her pay into this plan.

2243 **Distribution/Withdrawals**

2244 Participants in the KPSSRPUG, prior to termination, have options for loans, age 65 in-service distributions and withdrawals, in accordance with the terms of the Plan documents and applicable IRS rules. Upon termination or retirement, the KPSSRPUG account balance is distributed or deferred in accordance with the Plan document and applicable IRS rules.

2245 The foregoing Plan is governed by the plan documents.

2246 **Tax-Deferred Retirement Savings Plan**

2247 A Health Care Professional may elect to participate in a voluntary tax-deferred retirement savings plan established by the Employer. The future of the plan and the plan provisions will be determined by the Employer. The auto-enroll for new hires and auto-escalation to six percent (6%) will be maintained.

2248 The foregoing plans are governed by the plan documents.

2249 **Health Plan Coverage for Retirees**

2250 A Health Care Professional who qualifies for Normal or Postponed Retirement under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP), at or beyond age sixty-five (65) with fifteen (15) or more years of service with the Kaiser Permanente Medical Care Program, and is eligible for medical coverage at the time of retirement, will be eligible for the Kaiser Foundation Health Plan ("KFHP") retiree coverage, provided the Health Care Professional enrolls in Parts A, B and D of Medicare when first eligible. A Health Care Professional who qualifies for Early Retirement under the provisions of the KPSCEPP, with fifteen (15) or more years of service, and is eligible for medical coverage at the time of retirement, will be eligible for

the KFHP retiree coverage upon becoming Medicare-eligible, generally at age sixty-five (65). A Health Care Professional who qualifies for Disability Retirement under the provisions of KPSCEPP is eligible for retiree medical at the time of retirement. The KFHP retiree coverage shall have copayments that match the mid-level Health Plan for the active Health Care Professional under the Flexible Benefits Program at the time the retiree coverage begins (currently at the \$20 copayment level), and shall include Supplemental Medical coverage.

2251 KFHP retiree coverage may commence immediately after early retirement under the KPSCEPP, prior to age sixty-five (65), if the eligible Health Care Professional had at least ten (10) years of service prior to January 1, 1990.

2252 Upon attaining age 65 or Medicare eligibility, the retiree must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable KFHP medical plan, and take such other action as the applicable KFHP medical plan determines is necessary to integrate the KFHP retiree coverage with Medicare. If the retiree does not assign Medicare to Kaiser Permanente and wishes to maintain KFHP retiree medical coverage, the retiree must pay a surcharge in the amount of the difference in the premium for assigned and unassigned Medicare. If the retiree fails to assign Medicare or to pay the surcharge, as applicable, the retiree KFHP coverage will be terminated.

2253 **Eligible Dependents**

2254 Eligible dependents are the same as for the active medical coverage. Coverage shall continue for eligible children up to the limiting age. "Special dependent children" who meet the eligibility requirements in section 2107 will receive KFHP coverage for the life of the retiree.

2255 **Medicare Assignment**

2256 A spouse, domestic partner, or other eligible dependent who becomes Medicare eligible must also enroll in Medicare Parts A, B and D and assign his or her Medicare rights to the applicable KFHP retiree medical plan, as described in paragraph 2250, in order to continue coverage.

2257 **Medicare Premiums**

2258 Once enrolled in Medicare, premiums for the cost of Medicare Parts B and D shall be the responsibility of the retiree and eligible dependents, Premiums for Medicare Parts B and D for the retiree and for any Medicare-eligible dependents shall be the responsibility of the retiree. Reimbursement of Medicare Part D surcharge for eligible retirees shall be as set forth in the side letter of understanding (Appendix C of this Agreement).

2259 **Survivor Coverage**

2260 Upon the death of the eligible retiree, KFHP retiree coverage will continue for the spouse/eligible domestic partner. If an eligible early retiree was not yet entitled to commence coverage, the spouse/domestic partner may begin KFHP retiree coverage when the deceased retiree would have been eligible to commence coverage, provided the spouse/domestic partner has not remarried/recommitted. Coverage will end upon remarriage/recommitment or death. Eligible dependent children may begin KFHP retiree coverage when the deceased retiree would have been eligible for coverage, and coverage will continue until they reach age 26. Upon the death of the eligible retired Health Care Professional, a special dependent child who is age 26 or older will be given the option to convert to an individual Kaiser Permanente plan.

2261 In the event a Health Care Professional who has fifteen (15) years of service and who has met the eligibility requirements for Early, Disability, Normal, or Postponed Retirement under the provisions of the KPSCEPP dies prior to termination or retirement, the spouse/eligible domestic partner may begin KFHP retiree coverage, when said deceased Health Care Professional would have been eligible for coverage, provided the spouse/domestic partner has not remarried/recommitted, and will continue until remarriage/recommitment or death. Eligible dependent children may begin KFHP retiree coverage when said deceased Health Care Professional would have been eligible for coverage, and coverage will continue until they reach age 26. Upon the death of the Health Care Professional, a special dependent child who is age 26 or older will be given the option to convert to an individual Kaiser Permanente plan and/or continue coverage through COBRA.

2262 **Medical Coverage for Retirees Residing Outside California Kaiser Permanente Service Areas**

2263 **Kaiser Permanente Regions Outside California**

2264 The eligible retiree and eligible dependents who live in a Kaiser Permanente Region outside of California after retirement will be offered the Out of Region Plan (“OOR”) in the new Region where the retiree resides. Enrollment in the OOR in the new Region will be required. Upon attaining age 65 or Medicare eligibility, the retiree and any Medicare-eligible dependent must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable Kaiser Permanente Region’s medical plan, and take such other action as the applicable medical plan determines is necessary to integrate the retiree coverage with Medicare.

2265 **Geographic Areas not in any Kaiser Permanente Service Area**

2266 The eligible retiree and eligible dependents who live in a location that is not part of any Kaiser Permanente Service Area (including parts of California) will be eligible for the Out of Area Plan (“OOA”). The OOA will be integrated with Medicare, when applicable.

2267 **National Agreement**

2268 The parties agree that all employees covered by this Agreement are also covered by the National Agreement provision on the “Fixed Amount” effective January 1, 2017 and the Medicare Part D Letter of Understanding.

2269 **Retiree Life Insurance**

2270 A Health Care Professional who retires under the Early, Disability, Normal or Postponed Retirement provisions of the KPSCEPP and was enrolled for life insurance coverage at the time of retirement will be provided with one-half of the Health Care Professional’s current active employee level on the day before retirement (employer-paid outside of Flex and, if applicable, employee-purchased inside of Flex) to a maximum of \$375,000, which tapers to no less than \$10,000.

**ARTICLE 23 – MEDICAL MALPRACTICE INSURANCE**

2301 The Employer carries medical malpractice insurance coverage which includes Health Care Professionals in its employ. The Employer will hold Health Care Professionals harmless from any liability where the liability is imposed because of negligent acts of a Health Care Professional in the course and scope of employment.

**ARTICLE 24 – EDUCATION**

2401 **Tuition Reimbursement**

2402 The Employer’s standard education tuition reimbursement program will apply to Health Care Professionals who successfully complete approved courses.

2403 **Orientation and Training**

2404 The Employer shall provide orientation and or training for newly hired Health Care Professionals including those hired after a break in service and those who transfer from another represented or unrepresented employee group. In addition, training shall be provided for any new duties added to the existing role of the Health Care Professional as necessary to ensure competency.

2405 **Mandatory Training**

2406 The Union and Management agree that mandatory training is defined as training necessary to maintain employment with Kaiser Permanente and those training sessions that are designated by Management as required. Mandatory training shall be recognized as part of the defined work day.

2407 **Mandatory Certification**

2408 The Employer shall provide training, time and materials in instances where the Employer provides certification courses in-house, which meets mandatory certification requirements and/or recertification requirements of the job description.

2409 If the Employer offers the certification class in house, the Health Care Professional is paid for the time spent in class as training time.

2410 If the Employer arranges for the training to be provided offsite, the Health Care Professional is paid for that time as training time, and training fees, if applicable, are paid by the department.

2411 If the Employer offers the class in house or arranges for the training to be provided offsite and the Health Care Professional chooses to attend an outside program, the Health Care Professional could use an Education Leave Day and would be required to pay for the training fees.

2412 **Continuing Education**

2413 The Employer recognizes the value of further education and maintains its commitment to on-going continuing education through its regional continuing education offerings, as well as a Health Care Professional's participation in the Employer tuition reimbursement program. Health Care Professionals, through the Employer's tuition reimbursement program, are eligible for courses provided by an accredited institution, professional society or government agency for continuing education and/or to obtain or maintain licensure, degrees and certification. This includes courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education and/or to attain or maintain licensure or certification.



2414 **Education Leave**

2415 **Eligibility**

2416 Upon completion of one (1) year of service, a Health Care Professional who is regularly scheduled to work 32 or more hours per week will earn paid Educational Leave at the rate of five (5) days, not to exceed forty (40) hours, in a calendar year. Upon completion of one (1) year of service, each part-time Health Care Professional who is regularly scheduled to work less than 32 hours per week will earn paid Educational Leave at the rate of three (3) days, not to exceed twenty-four (24) hours, in a calendar year.

2417 A Health Care Professional who is participating in the Alternate Compensation Program (ACP) is not eligible for Education Leave. Any unused hours will be frozen and not available for use while participating in the ACP.

2418 **Provisions**

2419 Paid Educational Leave may be used on a Health Care Professional's scheduled workday or day off.

2420 Educational Leave must be approved in advance by the Department Administrator and may be taken in full day(s) or in hourly increments.

2421 Educational Leave may be cumulative for a two (2) year period, up to a maximum of ten (10) days, not to exceed eighty (80) hours, for full-time Health Care Professionals and six (6) days, not to exceed forty-eight (48) hours, for part-time Health Care Professionals scheduled less than thirty-two (32) hours per week.

2422 Requests for such leave shall be made in writing setting forth the details, i.e., dates, hours, subject, facility and purpose. A Health Care Professional must furnish evidence of attendance to the Employer following completion of the course/program.

2423 When combining Educational Leave with Earned Time Off, if the time-off is granted, the Educational Leave hours will be supplemented with Earned Time Off hours up to a maximum equal to the Health Care Professional's total hours per week.

2424 A Health Care Professional who changes status from Full-Time to Part-Time will be credited with any accumulated Education Leave to a maximum of five (5) days, not to exceed forty (40) hours. A Health Care Professional who changes status from Part-Time to Full-Time will be credited with any accumulated Education Leave and will receive one (1) additional day, not to exceed eight (8) hours, of Education Leave.

2425 **Education In-Service Programs**

2426 At the Health Care Professional's request, voluntary attendance at Regional Symposia may be deducted from the Health Care Professional's Educational Leave account.

2427 **General Benefit Coverage Provisions**

2428 The language in this Agreement is intended to provide a summary of the benefits available. Educational Leave will be administered in accordance with the Employer's guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

2429 **Education Time**

2430 If attendance at a program is mandatory, the time in attendance will be considered as time worked for pay purposes and such mandatory class will not be charged to the Health Care Professional's Education Leave.

2431 A Health Care Professional will not be denied paid education leave solely on course content, provided continuing education units are being offered for the requested class. In addition, it is recognized that an individual Health Care Professional, on occasion, may wish to participate in bona fide education programs with or without CEUs. The Employer encourages participation if attendance at the program(s) will enhance the quality of therapy services rendered to patients and, if it will be beneficial, in general, to the total group medical care program, the Employer is willing to consider requests for such leave. Final approval for attendance must be obtained from the Employer in advance. Such response to Education Leave requests will be made within ten (10) calendar days. If the approval is given, the Health Care Professional will be eligible for paid education leave based on the schedule below. Any requests for days in excess of the accrued Education Leave will be considered by the Employer on an individual basis. Pay for such leave shall be at straight time. Requests for such leave should be submitted to the Employer sufficiently in advance of the program to enable effective planning. Education leave may be utilized on other than scheduled workdays.

2432 The Employer agrees that Health Care Professionals may use Educational Leave on their days off in the same manner that it is utilized on scheduled workdays. For example, an eight hour Health Care Professional will receive eight (8) hours of Educational Leave on any given day, unless the Health Care Professional specifically requests less than eight (8) hours of pay, and a ten hour Health Care Professional will receive ten (10) of Educational Leave on any given day, unless the Health Care Professional specifically requests less than ten (10) hours of pay.

2433 In the case of home study or on-line courses, following the completion of the program, documentation must be provided for pay purposes. The Health Care Professional will be paid one (1) hour of educational leave pay for each contact hour.

2434 **Education Advancement**

2435 The parties support the educational development of the Health Care Professionals and encourage flexibility to accommodate academic schedules.

**ARTICLE 25 – SAFETY AND HEALTH**

2501 The Employer shall make reasonable provisions for the safety and health of the Health Care Professionals during the hours of their employment. The Employer will also review unsafe conditions brought to its attention for corrective action when necessary. The Employer and the Union as well as the Health Care Professions recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

**ARTICLE 26 – SUBCONTRACTING**

2601 Subcontracting will be addressed in accordance with the National Agreement. Should the National Agreement not be renewed, the Union may initiate a request to bargain the issue of Subcontracting.

**ARTICLE 27 – CONFIDENTIALITY OF RECORDS**

2701 **Confidentiality of Records and Protected Health Information**

2702 In accordance with the Employer’s compliance policies, indiscriminate or unauthorized review, use or disclosure of protected health information regarding any patient or Employee is expressly prohibited. Accessing, reviewing, discussing, photocopying or disclosing patient information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

**ARTICLE 28 – PRIOR BENEFITS AND POLICIES**

2801 The Parties agree there shall be no reduction in current and/or past benefits, or change in any Health Care Professional personnel policies that affect terms and conditions of employment in effect prior to the ratification of this Agreement, except as agreed to by the Parties.

### **ARTICLE 29 – SAVINGS CLAUSE**

- 2901 If any provision of this Agreement is found to be in conflict with any Federal or State laws, the remaining provisions of the Agreement shall remain in full force and effect.

### **ARTICLE 30 – DURATION**

- 3001 The term of the Agreement shall be effective from the date of ratification, and shall continue in effect to 23:59 p.m. September 30, 2015. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.
- 3002 Either party wishing to change or terminate this Agreement must serve written notice of desire to amend to the other party at least ninety (90) days prior to the expiration date.
- 3003 When written notice to amend is given, the Party giving notice must specify such changes in writing prior to the beginning of negotiations.
- 3004 If a new Agreement is not reached prior to the expiration, or any anniversary date thereafter, the Parties may mutually extend the existing Agreement, in writing, for a specified period of time.
- 3005 Applicable federal law which establishes special notice periods for health institutions shall prevail over this Agreement.

**SIGNATURES**

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this 19th Day of October, 2015.

**KAISER FOUNDATION HOSPITALS**  
**SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**

/s/ Benjamin K. Chu, MD

Benjamin K. Chu, MD  
President, Southern California Region

/s/ George Disalvo

George Disalvo  
Chief Financial Officer, SCAL

/s/ Judy White

Judy White  
Business Administrator Operations  
SCPMG

/s/ Arlene F. Peasnall

Arlene F. Peasnall  
Senior Vice President  
Human Resources

/s/ Kathy Kigerl

Kathy Kigerl  
Chief Administrative Officer, SCPMG

/s/ Maryanne Malzone-Miller

Maryanne Malzone-Miller  
Senior HR Director

/s/ Richard D. Rosas

Richard D. Rosas  
Director of Labor Relations

**SIGNATURES**

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/UNION OF HEALTH CARE PROFESSIONALS**  
**UNITED THERAPISTS OF SOUTHERN CALIFORNIA (UTSC)**

/s/ Denise Duncan, RN

Denise Duncan, RN  
President, UNAC/UHCP

/s/ Charmaine Morales, RN

Charmaine Morales, RN  
Executive Vice President, UNAC/UHCP

/s/ Jettie Deden-Castillo, NP

Jettie Deden-Castillo, NP  
Treasurer, UNAC/UHCP

/s/ Bill Rouse

Bill Rouse  
Executive Director, UNAC/UHCP

/s/ Suzanne Delaney, RN

Suzanne Delaney, RN  
Director of Collective Bargaining &  
Representation, UNAC/UHCP

/s/ Vanessa Caballero

Vanessa Caballero  
Staff Representative, UNAC/UHCP

/s/ Debra Sung, PT

Debra Sung, PT  
Staff Representative, UNAC/UHCP

**APPENDIX A**

**UNITED THERAPISTS OF SOUTHERN CALIFORNIA (UTSC) WAGE SCHEDULE**

**3% Across-the-Board (ATB) September 28, 2015**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Eff. Date	Start	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	15 YR
Staff OT, PT, RT	09/28/15	39.265	41.226	43.287	45.451	47.725	48.918	50.113	51.366	52.615	53.935	55.249	61.183
CSI OT, PT/HH OT, PT, RT	09/28/15	40.244	42.258	44.367	46.589	48.916	50.143	51.365	52.650	53.933	55.283	56.627	62.712
CSII OT, PT/Senior OT, PT, RT	09/28/15					50.140	51.395	52.649	53.967	55.277	56.664	58.043	64.281
Staff, Per Diem/ACP	09/28/15	47.118	49.471	51.944	54.541	57.270	58.702	60.136	61.639	63.138	64.722	66.299	73.420
CSI/HH, Per Diem/ACP	09/28/15	48.293	50.710	53.240	55.907	58.699	60.172	61.638	63.180	64.720	66.340	67.952	75.254
CSII/Senior, Per Diem/ACP	09/28/15					60.168	61.674	63.179	64.760	66.332	67.997	69.652	77.137

**3% Across-the-Board (ATB) October 1, 2016**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Eff. Date	Start	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	15 YR
Staff OT, PT, RT	10/01/16	39.960	41.961	44.063	46.270	48.590	49.806	51.025	52.303	53.577	54.924	56.264	63.018
CSI OT, PT/HH OT, PT, RT	10/01/16	40.959	43.013	45.164	47.431	49.804	51.056	52.302	53.613	54.922	56.299	57.670	64.593
CSII OT, PT/Senior OT, PT, RT	10/01/16					51.053	52.333	53.612	54.956	56.293	57.707	59.114	66.209
Staff, Per Diem/ACP	10/01/16	47.952	50.353	52.876	55.524	58.308	59.767	61.230	62.764	64.292	65.909	67.517	75.622
CSI/HH, Per Diem/ACP	10/01/16	49.151	51.616	54.197	56.917	59.765	61.267	62.762	64.336	65.906	67.559	69.204	77.512
CSII/Senior, Per Diem/ACP	10/01/16					61.264	62.800	64.334	65.947	67.552	69.248	70.937	79.451

**APPENDIX A**

**UNITED THERAPISTS OF SOUTHERN CALIFORNIA (UTSC) WAGE SCHEDULE**

**4% Across-the-Board (ATB) October 1, 2017**

	Eff. Date	Step 1 Start	Step 2 1 YR	Step 3 2 YR	Step 4 3 YR	Step 5 4 YR	Step 6 5 YR	Step 7 6 YR	Step 8 7 YR	Step 9 8 YR	Step 10 9 YR	Step 11 10 YR	Step 12 15 YR
Staff OT, PT, RT	10/01/17	41.159	43.220	45.385	47.658	50.048	51.300	52.556	53.872	55.184	56.572	57.952	65.539
CSI OT, PT/HH OT, PT, RT	10/01/17	42.188	44.303	46.519	48.854	51.298	52.588	53.871	55.221	56.570	57.988	59.400	67.177
CSII OT, PT/Senior OT, PT, RT	10/01/17					52.585	53.903	55.220	56.605	57.982	59.438	60.887	68.857
Staff, Per Diem/ACP	10/01/17	49.391	51.864	54.462	57.190	60.058	61.560	63.067	64.646	66.221	67.886	69.542	78.647
CSI/HH, Per Diem/ACP	10/01/17	50.626	53.164	55.823	58.625	61.558	63.106	64.645	66.265	67.884	69.586	71.280	80.612
CSII/Senior, Per Diem/ACP	10/01/17					63.102	64.684	66.264	67.926	69.578	71.326	73.064	82.628

Note: Recreation Therapist wage schedules for grandfathered RTs only.



## **APPENDIX B**

### **PER DIEM WORK COMMITMENT**

#### **Definition**

A Per Diem Health Care Professional is defined as a Health Care Professional who works as a replacement or on an intermittent basis.

#### **Inpatient/Outpatient Per Diem Work Commitment**

Inpatient and Outpatient Per Diem Health Care Professionals will be required to make a work commitment of four (4) weekend shifts per month, or fewer based on departmental operational needs with Affiliate representative and local management agreement. This does not include any agreements to work for a member of the bargaining unit staff, except in the case of a trade of a weekend shift.

Per Diem Health Care Professionals whose specialty is not required or needed for coverage will be excluded.

#### **Home Health Per Diem Work Commitment**

Home Health Per Diem Health Care Professionals will be required to make a work commitment of twelve (12) eight (8) hour scheduled shifts per quarter (or fewer based on departmental operational needs with Affiliate representative and local management agreement), which will include two (2) weekend shifts per month. This does not include any agreements to work for a member of the bargaining unit staff, except in the case of a trade.

#### **Applicable to All Per Diem Health Care Professionals**

Per Diem Health Care Professionals shall provide their "availability" to work twenty-eight (28) to twenty-one (21) calendar days prior to the commencement of a work schedule period. The definition of "availability" is the days and times the Per Diem Health Care Professional has committed to work when called/scheduled by management.

Scheduled Per Diem shifts must match employer projected needs at least 80% of the time.

Per Diem staff are scheduled after available additional hours have been offered to part time staff and prior to the posting of the work schedule.

Per Diem staff who are unavailable for a work schedule period will submit in writing a notification for the period of unavailability.

Those Per Diem Health Care Professionals identified as "available but not confirmed" on the monthly schedule are not on standby and have the right to refuse work if asked.

Per Diem Health Care Professionals must be available to work at least one shift in each of the following categories:

Major Holidays: New Year's Day, Thanksgiving, Christmas Day.

Minor Holidays: Memorial Day, Independence Day, Labor Day

Hard to Fill Days: New Year's Eve, Christmas Eve, Valentines' Day, Mother's Day, Father's Day, Halloween, day after Thanksgiving, day after Christmas.

If the Per Diem Health Care Professional is available to work a shift in the Major Holidays, Minor Holidays or Hard to Fill Days categories and is not called/scheduled, she/he will be deemed as having met the requirement of being "available" to work at least one shift in the applicable category. Declining work when "available" will not count towards the commitment.

### **Cancellation**

Employer cancellation (SCPMG only) of a scheduled shift will be recognized and counted toward meeting the total work commitment.

Self-cancellation of a confirmed, scheduled shift by a Per Diem Health Care Professional shall follow facility policy regarding calling off. Self-cancellation does not count toward meeting total work commitment.

### **Miscellaneous**

Last minute shifts worked will count toward total work commitment.

In the event a Per Diem Health Care Professional has failed to meet their total work commitment, the Employer and the Union shall meet on a local basis jointly with the Health Care Professional to address the issue of work commitment.

In the event a Per Diem Health Care Professional is available and scheduled on a Designated Holiday which falls on a weekend day, said day will count:

1. For Holiday Commitment
2. For Weekend Commitment
3. Towards Total Work Commitment

In addition, if the Per Diem Health Care Professional is not utilized, said availability shall count toward the commitment.

## APPENDIX C

### NATIONAL AGREEMENT - NO CANCELLATION/PART D

#### **From the June 2003 Benefits and Workplace Improvements Side Letter of Agreement:**

##### **No Cancellation of Shifts**

Applicable to all classifications in KFH (Hospital) and Hospice and Home Health departments.

Full time, part time, short hour and/or per diem employees, including employees confirmed to work extra hours/shifts, will not be canceled from any regularly assigned shift. Employees may be reassigned to other departments (or recalled back to their original department) at any time during this period/shift. An employee may elect to go home without pay in lieu of accepting an alternative assignment or volunteer for unpaid time off.

In the absence of scheduling flexibility to address fluctuations in the daily census, a “no cancellations” commitment can be extremely costly. As a result, the parties will jointly review/assess where the practice of cancellation exists and develop processes and solutions to efficiently utilize staff in these situations, in preparation for an October 1, 2003 implementation date.

In addition, this cancellation provision acknowledges circumstances under which the cancellation language would be temporarily suspended on a regional basis. Any significant change in circumstances, such as financial or membership situations that result in staff/position reductions and/or need to apply the Employment and Income Security Agreement, could necessitate the suspension of or discussion about the applicability of this provision region-wide.

The aforementioned letter of understanding is subject to the terms and conditions of the National Agreement, and should these benefits change or cease to exist, so shall this language.

#### **From the January 17, 2012 Medicare Part D Grievance Resolution Agreement:**

##### **Reimbursement of Medicare Part D Surcharge for Eligible Retirees**

The Medicare Modernization Act of 2003 added a prescription drug benefit to the Medicare program in the form of premium subsidies for low income retirees. Kaiser Permanente implemented Medicare Part D effective January 1, 2006. The Patient Protection and Affordable Care Act (PPACA) of 2010 reduced the Medicare Part D premium subsidies for retirees with incomes above \$85,000 per individual and \$170,000 per couple and added a surcharge for these high wage earning retirees ranging from \$12 to \$69 per month effective January 1, 2011.

Kaiser Permanente agrees to reimburse eligible individual retirees, as defined, who are being surcharged. The eligible individual retirees will be determined as the result of a two year “look

back” that is based only on “active” KP W2 wages as opposed to retiree income. Where the resulting two year look back of active KP W-2 wages exceeds \$85,000, the retiree is determined to be eligible for surcharge reimbursement regardless of marital status. Eligible retirees will be reimbursed for a maximum period of two years. The reimbursements will be executed, beginning with a time table to be determined by KP, using the existing reimbursement process KP has in place for Medicare Part B.

#### **APPENDIX D**

##### **NEW RECREATION THERAPISTS WAGE GRID**

The Parties agree to establish a new wage grid for Recreation Therapists effective date of ratification of this Agreement. The new grid shall be at sixty percent (60%) of the October 1, 2013 Recreation Therapists wage grid. All bargaining unit Recreation Therapists employed as of the ratification date of this Agreement shall be grandfathered on the existing wage grid, and shall be entitled to receive all future across-the-board wages increases and step movement, as applicable (RTs employed as of ratification date are: Michelle Metzler, Sandra Chun, Jean Tom, George Plick, Gary Scimeca and Linnea Thomson).

#### **APPENDIX E**

##### **INCENTIVE PLAN PARTICIPATION**

The Parties agree that bargaining unit occupational, physical and recreation therapists will participate in the Employer’s Variable Pay Plan (VPP) for the entire calendar year 2013, and will participate in the National Agreement Performance Sharing Plan (PSP) beginning in calendar year 2014, going forward.

#### **APPENDIX F**

##### **FUNDING THE LABOR MANAGEMENT PARTNERSHIP JOINT TRUST**

The Union agrees that to meet its obligation under the 2012-2015 National Agreement, Section 1.B.3, Joint Partnership Trust, the April 1, 2014 bargaining unit hourly wage rates will be reduced nine cents (\$.09) per hour. The nine cents (\$.09) per hour wage reduction represents the employee contribution to the Joint Partnership Trust for the purpose of employee ownership of the Partnership, sponsorship of increased union capacity and shared ownership of outcomes and performance gains.

The nine cents (\$.09) wage contribution will be consistent with the methodology provided per the National Agreement. Per Diem and ACP wage rates will be based on the reduced rates.

INDEX

<b>ARTICLE/PARAGRAPH .....</b>	<b>PAGE</b>
Access Rights of Union Representatives .....	6
Additional Shifts .....	35
Advance Hire Placement .....	57
Alternate Compensation Program .....	58
Alternative/Flex Work Schedules .....	37
Agreement .....	1
Ambulatory Domain Committee .....	20
Article 1 Recognition and Coverage .....	2
Article 2 Courtesy .....	3
Article 3 Rights of Management .....	3
Article 4 Strikes and Lockouts .....	3
Article 5 Membership .....	3
Article 6 Non-Discrimination .....	5
Article 7 Harassment .....	5
Article 8 Union Representation .....	5
Article 9 Corrective Action and Discipline .....	7
Article 10 Grievance and Arbitration .....	9
Article 11 Probation and Evaluation .....	13
Article 12 Seniority .....	15
Article 13 Patient Care Advocacy and Professional Practice .....	18
Article 14 Job Postings and Filling of Vacancies .....	26
Article 15 Health Care Professional Vacancies .....	29
Article 16 New or Revised Jobs .....	30
Article 17 Hours of Work and Overtime .....	31
Article 18 Earned Time Off Program .....	39
Article 19 Leaves of Absence .....	48
Article 20 Compensation .....	57

Article 21	Health and Welfare Benefits .....	66
Article 22	Retirement Benefits .....	73
Article 23	Medical Malpractice Insurance .....	81
Article 24	Education .....	81
Article 25	Safety and Health .....	85
Article 26	Subcontracting .....	85
Article 27	Confidentiality of Records .....	85
Article 28	Prior Benefits and Policies .....	85
Article 29	Savings Clause .....	86
Article 30	Duration .....	86
Appendix A	Wage Schedule .....	89
Appendix B	Per Diem Commitment .....	91
Appendix C	National Agreement – No Cancellation/Part D .....	93
Appendix D	Recreation Therapists .....	94
Appendix E	Incentive Plans .....	94
Appendix F	Funding LMP Trust .....	94
	Bargaining Unit Seniority .....	15
	Bargaining Unit Work .....	22
	Benefits Continuation While on Family and Medical Leave/Pregnancy Disability (FMLA/CFRA Leave) .....	50
	Benefits Continuation While on a Medical Leave of Absence .....	51
	Benefits Continuation While on a Military Leave of Absence .....	54
	Benefits Continuation while on a Personal Leave of Absence .....	49
	Benefits Continuation while on an Occupational Leave of Absence .....	53
	Benefits Outside Flex .....	72
	Bereavement Leave .....	55
	Bulletin Boards .....	6
	Call-In Pay .....	62
	Cancellation of Inpatient Scheduled Work Hours .....	36

Cancellation of Outpatient Scheduled Work Hours .....	37
Clinical Specialists I and II .....	21
Committee on Continuing Education for Rehabilitative Services (CEC) .....	21
Confidentiality of Records and Protected Health Information .....	85
Continuing Education .....	82
Corrective Action .....	7
Coverage Ends .....	73
Designated Holiday Not Worked Pay .....	40
Designated Holiday Worked Pay .....	40
Designated Holidays .....	39
Discipline .....	7
Earned Time Off .....	42
Earned Time Off Accrual .....	42
Earned Time Off Accrual Date .....	42
Earned Time Off Program .....	39
Earned Time Off Vacation Scheduling .....	43
Education Leave .....	83
Education Time .....	84
Expansion of Operating Hours .....	18
Extended Sick Leave .....	46
Extended Sick Leave Bank Hours and Conversion to Pension Credited Service .....	47
Extended Sick Leave Healthcare Reimbursement Account .....	47
Federal Family and Medical Leave Act/California Family Rights Act .....	49
Filling of Vacancies – Non-Promotional Transfer .....	26
Filling of Vacancies – Promotion .....	27
Flexible Benefits Program .....	66
Fixed Workday .....	31
Grievance Procedure .....	9

Grievance Procedure Arbitration .....	10
Grievance Procedure First Step .....	9
Grievance Procedure General .....	12
Grievance Procedure Mediation .....	11
Grievance Procedure Second Step .....	9
Grievance Procedure Third Step .....	10
Grievance Procedure Time Limits .....	13
Health Care Professional Status .....	65
Health Care Professional Status – Full-Time .....	65
Health Care Professional Status – Part-Time .....	65
Health Care Professional Status – Per Diem .....	65
Health Care Professional Status – Temporary .....	65
Health Plan Coverage for Retirees .....	78
Health Screening .....	14
Holiday Selection/Scheduling .....	41
Home Health Staffing/Workload .....	24
Home Health Weekend Scheduling .....	35
Indemnification .....	4
Inpatient Domain Committee .....	21
Inpatient Staffing/Workload .....	24
Inpatient Weekend Scheduling .....	34
In-Service Cash-Out Program .....	46
Integration of Compensation Benefits with Earned Time Off/Extended Sick Leave .....	48
Inter-Regional Transfers .....	29
Issue Resolution .....	7
Job Description and Rate .....	30
Job Requirements .....	26
Joint Utilization Review .....	39



Jury Leave .....	56
Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG)	77
Leave of Absence Eligibility .....	48
Loss of Seniority .....	15
Mandatory Certification .....	82
Mandatory Training .....	82
Make-Up Time at Employee’s Request .....	38
Meals and Breaks .....	38
Medical Leave of Absence .....	50
Mileage Allowance .....	64
Military Leave of Absence .....	54
Membership Exemptions .....	4
Membership Maintenance .....	3
Membership Requirements .....	3
Military Leave Make-Up Pay .....	64
New Health Care Professionals Notice .....	4
New Hire Probation .....	13
New Employee Orientation .....	6
No Mandatory Overtime .....	33
Non-Bargaining Unit Residents/Fellows .....	22
Non-Duplication of Pay Provisions .....	33
Notice of Termination .....	29
Notice of Vacancies .....	26
Notifications .....	29
Occupational Leave of Absence .....	52
Orientation and Training .....	81
Outpatient Staffing/Workload .....	23
Outpatient Weekend Scheduling .....	35

Overtime Authorization .....	33
Overtime Distribution .....	33
Overtime – Double Time (2x) .....	32
Overtime – Double Time and One Half (2.5x) .....	32
Overtime – 10 Hour Shifts .....	33
Overtime – Time and One Half (1.5x) .....	32
Overtime Pay .....	32
Parent Medical Coverage .....	73
Pay for Travel Time .....	64
Payroll Deduction of Union Membership Dues .....	4
Patient Care Advocacy .....	18
Pension Plan .....	73
Performance Evaluation .....	14
Permanent Rate .....	31
Personal Leave of Absence .....	49
Personal Time Off .....	55
Personnel Record Information .....	8
Per Diem Seniority for Job Bidding .....	27
Plan Terms .....	73
Posting of Vacancies .....	26
Preamble .....	1
Promotion to a Higher Classification .....	60
QBS Differential .....	63
QBS Program .....	64
Qualified Bilingual Differential .....	63
Qualified Bilingual Staff (QBS) Levels .....	63
Rate Trial Period .....	30
Realignment .....	17

Reduction in Force and Recall .....	16
Regional Professional Committees .....	18
Regional Professional Practice Committee – Home Health .....	20
Regional Professional Practice Committee – Occupational Therapy .....	19
Regional Professional Practice Committee – Physical Therapy .....	18
Regular Rate of Pay .....	32
Release of Transferring Health Care Professional .....	28
Relief Senior Health Care Professional .....	61
Remote Reporting Pay .....	62
Report Pay .....	61
Retiree Life Insurance .....	81
Return to the Bargaining Unit .....	16
Salary Continuance (Short Term Disability) .....	72
Self-Coverage .....	36
Senior Health Care Professionals .....	21
Seniority Tie Breaker .....	15
Severance .....	17
Shifts and Start Times .....	31
Shift Differential .....	61
Signatures .....	87
Staffing/Workload .....	23
Standby Pay .....	62
Straight Time Rate of Pay .....	32
Tax-Deferred Retirement Savings Plan .....	78
Time Off for Donating Blood .....	65
Time Off for Voting .....	65
Time Off Requests .....	43
Trades .....	36

Training/Education/Committee Time .....	38
Trial Period .....	28
Tuition Reimbursement .....	81
Union Leave of Absence .....	6
Union Meetings .....	6
Union Representation .....	5
Use of Earned Time Off .....	42
Use of Extended Sick Leave .....	46
Vacancies .....	29
Wage Schedules and Tenure Increases .....	57
Weekend Scheduling .....	34
Witness Pay .....	64
Work Schedules and Posting .....	33
Working Out of Classification in Management .....	63
Workweek .....	31

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**31–50**