

# DASH

Dietitians- Audiologists- Speech Language Pathologists- Health Educators

UNITED NURSES ASSOCIATIONS OF CALIFORNIA/

UNION OF HEALTH CARE PROFESSIONALS

(UNAC/UHCP)

and

KAISER PERMANENTE

2022-2023 Negotiations



# Tentative Agreement

# Bargaining Team

**Bitá Hírśa**, Health Educator

**Brian Davis**, Speech-Language Pathologist

**Kristine Schwartz**, Registered Dietitian

**Linda Stuart**, Speech-Language Pathologist

**Matthew Johnson**, Audiologist

**Vanessa Caballero**, UNAC/UHCP Representation Director

**Mariam Butler**, UNAC/UHCP Staff Representative

**Lorraine Panganiban**, UNAC/UHCP Staff Representative

**Joe Guzynski**, UNAC/UHCP Executive Director

**NEW BARGAINING GROUP-KAISER HCPS**  
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
UNION OF HEALTH CARE PROFESSIONALS  
and  
KAISER PERMANENTE  
2022 Negotiations

**CONTRACT TA**

**CONCENSUS DATE: 10/19/22**  
**CONCENSUS TIME: 2:16 pm PST**

**NON-DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any Health Care Professional or applicant in any protected class which includes, but is not limited to race, place of birth, color, religion, creed, national origin, ancestry, gender, sexual orientation, gender identity, age, body type, physical or non-physical disability, political affiliation, veteran status, marital status, medical condition, or any other protections as provided by law.


There shall be no distinction between wages paid based on gender identification for the performance of comparable quality and quantity of work on the same or similar jobs.

There shall be no discrimination by the Employer against Health Care Professionals or applicants because of membership in or activity on behalf of the Union. Union Representatives shall not be transferred or reassigned to another work area as a result of Union activities.


**INTENT OR APPLICATION:** Self- Explanatory

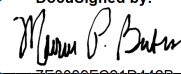
**FOR THE EMPLOYER:**

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Teresa Marinkovich  
Labor Relations Consultant V, SCAL

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Josie Clark  
Labor Relations Consultant, HI

**FOR THE UNION:**

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Vanessa Caballero  
UNAC/UHCP Representation Director

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Mariam Butler  
UNAC/UHCP Staff Representative

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**CONTRACT TA**

**CONCENSUS DATE: 11/15/22**  
**CONCENSUS TIME: 3:53 pm PST**

**HARASSMENT**


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 a Health Care Professional who reports harassment from continuing harassment and from retaliation because of having reported the harassment.


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UNAC/UHCP Staff Representative



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**CONCENSUS DATE: 11/16/22**  
**CONCENSUS TIME: 1:36 pm PST**

**Union Meetings**


Upon request, Union meetings and elections may be held at the Employer's facilities, when appropriate, provided space is available.

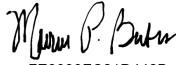
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**CONCENSUS DATE: 11-29-22**  
**CONCENSUS TIME: 4:54 pm**

**New Hire Probation**

Newly hired Full-Time and Part-Time Health Care Professionals covered under this agreement, will serve a probationary period of up to ninety (90) calendar days from date of hire. Each per diem Health Care Professional will serve a probationary period of two hundred forty (240) hours worked.

All new Health Care Professional graduates' probationary period will begin upon completion of the externship or fellowship program.

In no case shall a Health Care Professional be required to serve more than one probationary period.

Probationary period may be extended by the time equivalent to the length of any absence of five (5) or more workdays.

During each newly hired Health Care Professional's probationary period, Management will provide timely notification to the Health Care Professional upon identifying any performance issues which may prohibit completion of probation.

The Employer may extend the probationary period only by mutual agreement between the Employer, the Health Care Professional and the Union for up to a maximum of sixty (60) days and justification given for said extension shall be provided to the Health Care Professional. Notice of performance is not required if the Health Care Professional is successfully completing the probationary period.

Nothing in this Article implies a delay in the Health Care Professional becoming a member in good standing of the Union.

During the probationary period, a Health Care Professional shall have all the rights and privileges of this Agreement except that they shall have no recourse to the grievance procedure in case of termination during the probationary period.


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.


**FOR THE EMPLOYER:**

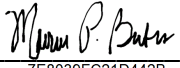
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**INTENT OR APPLICATION:** Self- Explanatory

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**CONCENSUS DATE: 11/29/22**  
**CONCENSUS TIME: 4:01 pm**

**PER DIEM 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.

Per Diem Work Commitment

Per Diem Health Care Professionals will be required to make a work commitment of twelve (12) eight (8) hour scheduled shifts per quarter which will include two (2) weekend and/or evening shifts per month. If a Per Diem Health Care Professional works in an environment that has both evening and weekend shifts, they will need to make themselves available for at least one (1) evening and one (1) weekend day per month. The department shift length requirement can be more or less than eight (8) hours, based on operational needs with agreement from the Health Care Professional. 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 or evening shift. Scheduled Per Diem shifts must match employer projected needs at least 80% of the time.

Per Diem Health Care Professionals whose specialty is not required or needed for coverage will be excluded. For departments where weekends/evening shifts are not regularly scheduled the weekend/evening requirement will not apply.

Per Diem Health Care Professionals shall provide their "availability" to work twenty-eight (28) to twenty-one (21) calendar days prior to the posting 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. Per Diem staff are scheduled after full and part time staff are scheduled, 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 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 (1) Major Holiday per year and one (1) Minor Holiday/Hard to Fill Day per year:

Major Holidays: New Year's Day, Thanksgiving Day, Christmas Day.  
Minor Holidays: Memorial Day, Independence Day, Labor Day, MLK Day  
Hard to Fill Days: New Year's Eve, Christmas Eve, Easter Sunday, Mother's Day, Father's Day, day after Thanksgiving, Super Bowl Sunday, Halloween, Veteran's Day.

If the Per Diem Health Care Professional is available to work a shift in the Major Holidays, Minor Holidays/Hard to Fill Days categories and is not called/scheduled, they will be deemed as having met the requirement of being "available" to work in the applicable category. If a Per Diem Health Care Professional works in an environment that does not have scheduled operations on major holidays, they will need to make themselves available for two (2) Minor Holidays/Hard to Fill Days during scheduled operations. Declining work when "available" will not count towards the 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 will inform the Union.

In the event a Per Diem Health Care Professional is available and scheduled on a major holiday, Minor Holiday/Hard to Fill Day which falls on a weekend day, said day will count:

- 1. For the Major Holiday, Minor Holiday/Hard to Fill Day 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.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CONCENSUS DATE: 12/05/22**  
**CONCENSUS TIME: 4:53 pm**


**BULLETIN BOARDS**

The Employer will provide a bulletin board with adequate space for posting Union communications where Health Care Professionals are regularly employed for the exclusive use of the Union. In the event the Union demonstrates the need for an enclosed, locked bulletin board, such shall be provided for the Union's use. Should space be an issue, management and the Union will meet to explore alternative bulletin board utilization, and reach agreement on such. Placement of bulletin board(s) will be by mutual agreement. One (1) file copy of materials posted will be provided to the Employer upon request.


**INTENT OR APPLICATION:** Self- Explanatory

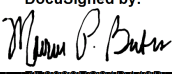
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**CONCENSUS DATE: 12/22/22**  
**CONCENSUS TIME:4:50 pm**

**Time Off Request Response Time**

The Employer will respond to time off requests received through the current Kaiser regional system of record within fourteen (14) calendar days.

**INTENT OR APPLICATION:** The system of record currently used is Time Off Request Tracking (TORT) system.

**FOR THE EMPLOYER:**

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*Joanne Roberts*  
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Joanne Roberts  
Labor Relations Consultant V, SCAL

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**FOR THE UNION:**

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**CONCENSUS DATE: 1/20/23**  
**CONCENSUS TIME: 11:03 pm**

**COURTEOUS AND RESPONSIBLE RELATIONSHIPS**

The Employer and the Union agree to encourage everyone, regardless of position or profession, to agree:

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

To treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work.


To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty.


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

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


**INTENT OR APPLICATION:** Self- Explanatory

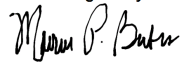
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Joanne Roberts  
Labor Relations Consultant V, SCAL

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Josie Clark  
Labor Relations Consultant, HI

**FOR THE UNION:**

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UNAC/UHCP Representation Director

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**CONCENSUS DATE: 1/25/23**  
**CONCENSUS TIME: 2:27 pm**

**CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

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.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**INTENT OR APPLICATION:** Self- Explanatory

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*Joanne Roberts*  
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Joanne Roberts  
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**CONCENSUS DATE: 1/25/23  
CONCENSUS TIME: 5:26 pm**

**CONFORMITY TO LAW – SAVINGS CLAUSE**

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

It is further agreed, that the parties will enter negotiations for the correction of any illegal or unenforceable provision(s) of this Agreement.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**INTENT OR APPLICATION:** Self- Explanatory

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*Joanne Roberts*  
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Joanne Roberts  
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**CONCENSUS DATE: 1/25/23**  
**CONCENSUS TIME: 2:05 pm**

**Access to Personnel Record**

**PERSONNEL INFORMATION**

Health Care Professionals shall have access to their personnel file and can request and receive copies of same within thirty (30) calendar days from the date of request.

**Inspection and Copying**

An employee shall be entitled at a mutually convenient time to inspect documents, reports and other written materials in her/his official personnel files relating to his/her employment and performance.

When inspecting said materials the employee may, at the employee's request, be accompanied by a Union Representative.

Upon request, an employee may receive copies of materials normally provided to the employee (e.g., notices of disciplinary action, performance evaluations).

**Filing Copies**

A copy of any material relating to the performance and/or discipline of an employee shall be provided to the employee prior to being placed in her or his official personnel files.

The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that said signature merely signifies that the employee has read the material and does not necessarily indicate agreement with its contents.

An employee shall have the right to answer any material filed within ten (10) working days after knowledge of such filing, and this answer shall be attached to the file copy. An employee may grieve the placement of disciplinary material in her/his file.

**Incorrect Material**

Material will be removed or otherwise deleted from a Health Care Professional's file if the Employer and the Health Care Professional and/or Union agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**INTENT OR APPLICATION:** Self- Explanatory

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*Joanne Roberts*  
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**CONCENSUS DATE: 1/30/23  
CONCENSUS TIME: 5:12 PM**

**Annual Performance Evaluations**

**Performance Evaluations**

A Teaching Tool

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

Not Intended for Use As Discipline

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

Employee Written Comments


Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee’s personnel file.

Performance Evaluations Not Grievable

Performance evaluations shall not be grievable.

**INTENT OR APPLICATION: Self- Explanatory**

**FOR THE EMPLOYER:**

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Joanne Roberts  
Labor Relations Consultant V, SCAL

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**CONCENSUS DATE: 1/30/23**  
**CONCENSUS TIME: 11:02 am**

**HEALTH AND SAFETY**

The Employer will comply with applicable Federal and California laws and regulations related to Occupational Safety and Health and shall make reasonable provisions for health and safety of the Health Care Professionals during the hours of their employment. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected it shall be promptly reported to the Employer. The Employer will also review unsafe conditions brought to its attention for improvement and changes when necessary.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**INTENT OR APPLICATION:** Self- Explanatory

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*Joanne Roberts*

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**CONCENSUS DATE: 1/30/23**  
**CONCENSUS TIME: 10:54 am**

**UNION / MANAGEMENT COMMITMENT TO QUALITY SERVICE**

The Union and the Employer mutually recognize the importance of promoting cooperation and understanding among the Employer, the Union, and the employees and the additional importance of promoting a work environment that provides for a high degree of satisfaction for providers, employees and patients. The parties recognize the mutual benefit that may be derived from the delivery of quality medical care and the courteous and dignified delivery of services.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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*Joanne Roberts*  
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**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 1/30/23**  
**CONCENSUS TIME: 5:10 pm**

**UNION REPRESENTATIVES AND UNION STEWARDS**

**Union Staff Representatives Access**

A duly authorized Union Staff Representative shall have access to the facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit employees.

It is understood by the parties that Union Staff Representatives have legal obligations as employee representatives and, as such, have access rights beyond those of the public and other non-employees.

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

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

Union Staff Representatives may confer with an employee and/or his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee, but such conference should not interfere with the work of the employee or the delivery of patient care.

**Union Stewards**

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

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

Union Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business. Stewards shall not lose pay because of their

participation in activities related to grievances, investigations or disciplinary meetings.

**MANAGEMENT'S RIGHTS**

The Union recognizes that the Employer has the duty and the right to manage its facilities and to direct the working forces. This includes, for example, the right to hire, transfer, promote, demote, layoff, discipline, and discharge employees, subject to the terms of this Agreement and the grievance procedure.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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*Josie Clark*  
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Labor Relations Consultant, HI

**FOR THE UNION:**

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Vanessa Caballero  
UNAC/UHCP Representation Director

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Mariam Butler  
UNAC/UHCP Staff Representative

**NEW BARGAINING GROUP-KAISER HCPS**  
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
UNION OF HEALTH CARE PROFESSIONALS  
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**CONTRACT TA**

**CONCENSUS DATE: 1/30/23**  
**CONCENSUS TIME: 4:38 pm**

**Volunteers and Special Programs**


The volunteer's role in the facilities is to provide services to patients that may not otherwise be offered.


The Employer agrees that programs such as volunteer programs and summer youth programs shall not be utilized to displace bargaining unit employees or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce their hours of work.

The Employer shall notify the Union upon commencement of volunteer programs and summer youth programs of the number of participants, their classification, work location, hours of work per week, and the duration of the program.


**INTENT OR APPLICATION:** Self- Explanatory


**FOR THE EMPLOYER:**

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**CONTRACT TA**

**CONCENSUS DATE: 2/16/23**  
**CONCENSUS TIME: 4:47 pm**

**NEW OR REVISED JOBS**

If the Employer establishes a new classification within the scope of work performed by classifications represented in 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.

**Job Description and Rate**

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

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.

Such description and proposed rate shall be presented to the Union in writing prior to the assignment of any Health Care Professional 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.

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 or through mutual agreement.

In the event no agreement is reached on the classification and/or rate, the Employer may place the proposed classification and/or rate into effect, and the Union may use the contractual grievance procedure in objecting to the new rate for the position. Should a new rate be determined through the grievance procedure or mutual agreement, the rate shall be paid effective the date the Health Care Professional first performed the revised job duties or the start date of the new job.

**Permanent Rate**

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.

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.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CONCENSUS DATE: 2/16/23**  
**CONCENSUS TIME: 3:02 pm**

**Permanent Change in Hours**

If it is determined to be operationally feasible, the Employer may choose to utilize the permanent change in hours within the same Department as defined by the Medical Center/Service Area.

The permanent change in hours can be utilized when:

- A Health Care Professional ~~to~~ requests a voluntary reduction of FTE hours on a permanent basis.
- Management has additional FTE hours but not enough for a posting.

The permanent change in hours may be granted when the FTE reduction/increase is able to be taken by bargaining unit Health Care Professional(s) qualified to perform the work duties-in the same discipline to match the reduction/increase.

The following process shall be utilized:

- 1) Management will notify all Health Care Professionals of the same department, and discipline via Internal KP email of the available opportunity specifying the location (s), day(s) and shift(s). The opportunity will be available to written responses for fourteen (14) calendar days.
- 2) The member with the most seniority in the bargaining unit qualified to perform the work duties and in the same discipline to respond within the fourteen (14) calendar days will be awarded the position.
- 3) The final decision to utilize this process lies with management.
- 4) All position changes will be documented with an HR transaction.

**Trades**

A Health Care Professional may trade within the same shifts or days off within their own schedule provided the trade is pre-approved by their manager/designee.

A Health Care Professional may also trade shifts or days off with another Health Care Professional provided the following occurs: the trade is pre-approved by the department manager/designee, the trade is with a Health Care Professional is fully qualified, a replacement is found that can cover the

patient care needs and the trade does not result in premium pay unless the premium pay is pre-approved.

**Personal Time Off**


Commencing on the first (1<sup>st</sup>) day of employment, 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 employee may ask for personal time off which shall be granted on momentary notice and such employee 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.

**INTENT OR APPLICATION:** "Qualified to perform" meaning no training, able to pick up the work immediately and independently. This includes QBS 2 language.

For example:


- QBS 2 Vietnamese language speaker must be covered by another QBS 2 Vietnamese language speaker.
- Clinician specialized in neonatal intensive care will be covered by a clinician who is skilled in neonatal intensive care.

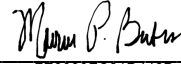
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**CONTRACT TA**

CONCENSUS DATE: 2/27/23  
CONCENSUS TIME: 5:07 pm

**Grievance and Arbitration Procedure**

**General Principles**

**Basic Means of Settling Grievances**

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

**Time Limits**

Except for grievances alleging errors in wages, benefits errors, or discharge, each grievance arising under this Agreement shall be presented to the appropriate party within thirty (30) calendar days after the grievant had knowledge of the event or should have had knowledge of the event.

All discharge grievances shall be referred immediately to Step Two of this procedure within thirty (30) calendar days from the date of the discharge.

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

Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure, may be extended and this extension must be confirmed in writing within the specified time limits.

Both parties agree, however, to make their best effort to abide by the time limits outlined in this Agreement. In the event the Union fails to appeal a grievance in a timely manner, the grievance will be treated as withdrawn by the Union. If the Employer fails to respond to the grievance within the time limits specified, the grievance may be appealed to the next step of the grievance procedure by the Union.

**Mandatory Meetings**

There shall be a mandatory meeting at each step of the grievance procedure unless



waived by mutual agreement of the parties. Employees participating in such meetings shall not suffer any reduction in pay due to their participation.

#### Written Grievance Documents

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

#### Non-Precedent-Setting Settlements

Grievance settlements or resolutions reached at Step One or Two of the grievance procedure shall not be precedent setting for any purpose and shall not be used to interpret the language or associated practices of the agreement.

#### Good Faith Efforts to Resolve Issues

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

#### Union Staff Representatives

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

#### Necessary and/or Relevant Information

The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely, good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.

### **Steps of the Grievance and Arbitration Procedure**

#### Step One

Step One of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.

The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor.

Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels that further work at this step will not resolve the issue.

Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant(s) and the Union Steward within ten (10) calendar days.

Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.

### Step Two

All issues that are not resolved at Step One may be appealed to Step Two within fifteen (15) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner.

The parties shall attempt to resolve the grievance within ten (10) calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter.

Grievances regarding discharge must be initiated at Step Two within thirty (30) calendar days after the action.

In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration Procedure.

Participants in Step Two should include the employee(s), the Union steward, the supervisor, and the human resources representative.

### Step Three

All grievances that are not resolved at Step Two may be appealed to Step Three within fifteen (15) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees.

Within ten (10) calendar days of the receipt of such appeal a meeting shall be held including the parties' designees, Union Steward and grievant(s).

Within ten (10) calendar days after such meeting, the Employer's designee shall respond to the Union staff representative and other meeting participants in writing.

### Step Four – Arbitration

In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or Designee within fifteen (15) calendar days after receipt of the Step Three response.

No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.

### Selection of Arbitrator

An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.

Authority of Arbitrator

The arbitrator shall be prohibited from adding to, modifying or subtracting from, the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new wage rate.

However, grievances involving reclassification and upgrade are within the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator. The decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule.

The award of the arbitrator shall be final and binding on both parties.

Cost of Arbitration

Each party shall pay one-half (1/2) the cost of the arbitration proceedings which include but are not limited to the cost of the arbitrator, court reporter and transcript for the arbitrator, if mutually agreed to as necessary, conference rooms costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
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**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 2/27/23**  
**CONCENSUS TIME: 12:00 pm**

**Health Care Professional Status**

**Full-Time Health Care Professional Status**

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.

**Part-Time Health Care Professional Status**

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.

**Per Diem Health Care Professional Status**

A Per Diem employee is one who works as a replacement on an intermittent basis or on an as needed basis.

**Temporary Health Care Professional Status**

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.

**Clinical Fellowship Year Employees**

**Speech Pathology**

Employees with the designation Clinical Fellowship Year (CFY/RPE) are hired for a specified period of time which is generally nine (9) months in the case of full-time employees, and up to eighteen (18) months in the case of part-time employees.

**Audiology**

Employees in an AUD externship year are generally hired for twelve (12) months as full-time employees.

**Eligibility for Benefits**

Eligibility for benefits for employees in a Clinical Fellowship program or an AUD externship is based on status (e.g., full or part-time).

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CONCENSUS DATE: 2/27/23**  
**CONCENSUS TIME: 5:10 pm**

**Mediation**

A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.

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.

The expenses and fees of the Mediator shall be shared equally by the parties.

Attendance at mediation sessions shall be limited to the following:

Union:	Spokesperson UNAC/UHCP Representative or designee Assigned Union Officer or designee 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.

Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.

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.

Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.

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.

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.

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.

If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.

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.

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.

**INTENT OR APPLICATION: Self- Explanatory**

**FOR THE EMPLOYER:**

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**CONTRACT TA**

**CONCENSUS DATE: 3/03/23**  
**CONCENSUS TIME: 3:05 pm**

**RECOGNITION AND COVERAGE**

The Employer hereby recognizes the Union as the sole bargaining agent representing all included Health Care Professionals in the Southern CA Region for the purposes of collective bargaining to establish rates of pay, hours of work, and other conditions of employment as shown in Appendix A.

Health Care Professionals at any additional facilities which may qualify as accretions to any of the existing Medical Service Areas and/or Southern California Region during the term of this Agreement will also be covered by this Agreement.

Excluded from coverage, unless expressly abridged by the agreement are Supervisor classifications, and all other non-Health Care Professional employees including personnel identified in the National Labor Relations Act, as amended.

For the purpose of this Agreement, the term "facility" shall be defined as each medical center and associated medical office buildings.

The Bargaining Unit shall be composed of all Health Care Professionals covered by this Agreement.

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.

**Strikes and Lockouts**



The Employer and the Union realize that the Employer’s facilities are different in their operations from other industries because of services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, no strikes, or sympathy strikes 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.

**INTENT OR APPLICATION: Self- Explanatory**

**FOR THE EMPLOYER:**

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**CONCENSUS DATE: 3/3/23**  
**CONCENSUS TIME: 3:14 pm**

**SENIORITY**

**Definition of Bargaining Unit Seniority**

1802 Bargaining unit seniority shall be defined as the most recent date of hire into a classification covered by this Agreement. 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 they enter a Health Care Professional bargaining unit position and is not adjusted, except as specifically provided for in this Agreement.

**Identical Seniority Dates**

In the event two (2) or more Health Care Professionals have identical seniority dates, 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. If the employment application date and/or time stamp cannot be located, the Health Care Professional with the lowest employee number will be considered the more senior.

**Loss of Seniority**

Health Care Professionals shall lose bargaining unit seniority, as specified in this article, as a result of any of the following:


- Discharge for just cause.
- Voluntary resignation, absent return to a bargaining unit position within one (1) year.
- Failure to return to work following recall from a layoff, or removal from the recall list following a period of one (1) year.
- Failure to return from leave of absence.
- Transfer out of a bargaining unit position, absent return to a bargaining unit position within one (1) year of transferring.


**Service Credit (Benefit Purposes)**

Service Credit shall be defined as the length of continuous employment with the Employer, minus any leave(s) of absence which exceed sixty (60) calendar days for which no compensation is received.


**INTENT OR APPLICATION:** Self- Explanatory


**FOR THE EMPLOYER:**

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Vanessa Caballero  
UNAC/UHCP Representation Director

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UNAC/UHCP Staff Representative

**NEW BARGAINING GROUP-KAISER HCPS**  
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
UNION OF HEALTH CARE PROFESSIONALS  
and  
KAISER PERMANENTE  
2022- 2023 Negotiations

**CONTRACT TA**


**CONCENSUS DATE: 3/10/23**  
**CONCENSUS TIME: 3:59 pm**


**Work Space**

In the event two (2) or more Health Care Professionals within a work location bid for a more preferable work space, the Health Care Professional having more seniority shall be granted the vacant work space, subject to the efficiency of operations. Departments can utilize a different process for determining work space if agreeable to management and the Health Care Professionals at that location.


**INTENT OR APPLICATION:** If a Health Care Professional is concerned with finding space to conduct their work, the Health Care Professional will work with their supervisor to find a solution to their concerns.

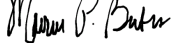
**FOR THE EMPLOYER:**

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Joanne Roberts  
Labor Relations Consultant V, SCAL

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Josie Clark  
Labor Relations Consultant, HI

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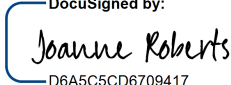
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**CONCENSUS TIME: 11:32 am**

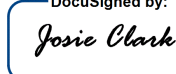
**Expansion of Operating Hours**

Expansion of operating hours for the purposes of this Article is defined as either (A) extending hours beyond current operating hours on current operating days, or (B) 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 such instances, and where possible, the Employer will consider the preferences of the concerned employees. In the event the parties cannot reach agreement, the parties will conduct a bid through utilizing bargaining unit seniority.


**INTENT OR APPLICATION:** Self- Explanatory

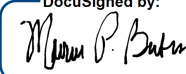
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**CONTRACT TA**

**CONCENSUS DATE: 4/10/23**  
**CONCENSUS TIME: 9:25 pm**

**BEREAVEMENT LEAVE**

Benefit

Effective the first (1st) day of the month following eligibility, all full-time and part-time employees are eligible for bereavement. Employees shall be granted up to three (3) days Bereavement Leave or in accordance with the Employer's current National HR Policy where upon the death of their:

Spouse or domestic partner (who is registered with the state/local government or has a Kaiser Permanente affidavit) and the employee's or spouse's/domestic partner's family members listed below:

- Parent, Step Parent, Parent in-law, Step Parent in-law, in Loco Parentis
- Daughter, Step Daughter, Daughter in-law, Step Daughter in-law
- Son, Step Son, Son in-law, Step Son in-law
- Child, Stepchild
- Sister, Step Sister, Sister in-law, Step Sister in-law
- Brother, Step Brother, Brother in-law, Step Brother in-law
- In Loco Parentis Child, Legal Ward, Legal Guardian, Foster Child, Adopted Child
  
- Grandparent, Step Grandparent, Grandparents in-law
- Grandchildren, Step Grandchildren, Grandchildren in-law
- Relative living in the same household as the employee

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

Travel

Employees 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.

Additional Leave

Upon the death of an immediate family member as defined above, an additional seven (7) calendar days of unpaid leave may be granted upon request. At the employee's request, up to forty (40) hours of the additional seven (7) calendar days of unpaid leave may be designated as ETO, provided the employee has sufficient hours in her or his ETO Account.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CONTRACT TA**

**CONCENSUS DATE: 4/10/23**  
**CONCENSUS TIME: 10:58 pm**

**EDUCATION AND TRAINING**

**EDUCATIONAL LEAVE**

Educational Leave is intended to allow employees to upgrade or maintain professional skills, or where a license or certificate issued by the State of California is required for continuous employment.

Educational Leave shall be used for educational programs relevant to the employees' current position, (e.g., CEUs) or to other positions in the health care field.

In addition, Educational Leave may be granted for attending educational programs offered via non-traditional modalities, e.g., web-based/internet training, home study programs, etc., provided such educational programs are relevant to the employees' current position or to other positions in the health care field.

**Eligibility and Pay**

Upon completion of one (1) year of service, employees regularly scheduled as full-time employees may be granted forty (40) hours of Educational Leave each calendar year. Such Educational Leave shall be prorated for employees regularly scheduled twenty (20) or more hours per week.

Educational Leave may be taken in full or partial days. If partial days are granted, employees have the option of supplementing the remainder of their hours with ETO hours, if such hours are available in their ETO Account.

Educational Leave shall be paid at straight time.

**Maximum Accumulation**



Full-time and part-time employees may carry over Educational Leave for a maximum accumulation of six (6) days over a period of two (2) years. Upon termination of employment or moving to an ineligible status, no payment will be made for unused Educational Leave.

Educational Leave Protects Employee's Weekly Earnings.

Educational Leave is intended to protect an employee's regular weekly earnings, excluding shift differential, while an employee attends an educational event.

Educational Leave Falling on an Employee's Day Off

If the requested Educational Leave falls on a day that an employee is not regularly scheduled to work, upon the employee's request, the manager or supervisor will make every attempt to adjust the employee's work schedule for that pay period.

As an alternative, the employee may choose to take an alternative day off with pay for Educational Leave taken on a day that the employee is not scheduled to work. The alternate day must be taken within thirty (30) calendar days after the Education Leave Day.

If the employee does not request an adjustment to his or her work schedule, the day taken to attend the educational event will be unpaid and not charged against the employee's Educational Leave.

In addition, attendance at an educational event required by the Employer shall not be charged against the employee's Educational Leave.

Approval Process for Educational Leave

Educational Leave requests shall be made as much in advance as possible to facilitate scheduling. Employees must receive approval from their manager or supervisor in order to receive an Educational Leave day. Approvals will be based on operational needs to support patient care. Verification of completion of the educational program may be required by the employee's manager or supervisor.

**Tuition Reimbursement**

Eligible employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth in the Employer's policy.

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

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

Of the overall total annual reimbursement, employees may submit up to seven hundred and fifty dollars (\$750.00) for travel, room/lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education in order to advance skills and obtain or maintain position-required licensure, or certification, provided they are taken at an accredited institution, professional society, or governmental agency. This shall include obtaining required licensure for a position

**Mandated Training/Education/Committee Time**

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.

**Education Advancement**

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

**Training and Certifications**

**Orientation and Training**

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.

**Mandatory Certification**

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.

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

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 Education and would be required to pay for the training fees.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**FOR THE UNION:**

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*Vanessa Caballero*  
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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

ER to UNION  
DATE: 4/10/2023  
TIME: 10:15 pm

**Issue Resolution**

Issues of concern to either the Employer or the employees or both, initially will be raised at the work unit level, and the employees and management within the work unit will meet as soon as possible to attempt to resolve the concern using a variety of problem-solving techniques, including, but not limited to, the interest-based problem-solving program as established by the Alliance.

Issue resolution is not intended as a substitute for the grievance procedure.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CONTRACT TA**

**CONCENSUS DATE: 4/10/23**  
**CONCENSUS TIME: 9:26pm**

**JURY DUTY AND WITNESS PAY**

Excused from Work

Employees required to report for jury services, witness duty or subpoenaed in a judicial procedure arising out of their employment will be excused from work.

When an employee is called for jury service, the Employer shall schedule the employee to a Monday through Friday day shift unless the employee requests to maintain his or her current schedule.

Pay While on Jury Service

The employee shall receive pay during such workweek for each day on jury service at the rate of eight (8) hours straight time pay or the number of hours regularly scheduled on the day in question. The Employer will require the employee to show proof of jury service.

The employee may, with the agreement of the Employer, work a shift in addition to time spent on jury service. The employee must provide verification of having been directed to report in connection with jury service or the subpoena.

Return to Work if Excused from Service

On any day of jury service in which an employee is excused entirely or in sufficient time to permit her/him to return to work for a minimum of one-half (1/2) her/his scheduled workday, she/he shall be required to do so.

Unlimited Service and No Offset Due to Pay Provided by Courts

An employee shall be eligible for an unlimited number of days of jury duty pay. There shall be no offset to an employee's pay nor collection of jury duty pay provided by the courts.

Notice to the Employer

The Employer shall be advised in a timely manner of an employee's jury duty.

**Witness Pay**

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.

**Subpoenas**

Due to the great variations in work schedules, it is impossible to cover every permutation of work schedules and jury duty, witness duty or subpoenas. The intent of this provision is to allow Health Care Professionals to discharge their civic responsibilities without suffering loss of pay from what they would have earned absent the Service or ending up with a combination of work schedule and Service which is clearly worse than what the Health Care Professional would have worked absent the Service. Beginning the first day of Service, the Employer shall change the Health Care Professional's work shift to coincide with the Service.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
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2022- 2023 Negotiations

**CONTRACT TA**

**CONCENSUS DATE: 4/10/23**  
**CONCENSUS TIME: 10:14 pm**

**MEDICAL MALPRACTICE INSURANCE**

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.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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*Joanne Roberts*  
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**CONTRACT TA**

**CONCENSUS DATE: 4/10/23**  
**CONCENSUS TIME: 9:28 pm**

**MEMBERSHIP**

**Requirements**

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 xxxx 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.

**Maintenance**

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 Professional 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.

**New Health Care Professionals Notice**

At the time of employment, a copy of this Agreement shall be given by the Employer to each Health Care Professional.

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, classifications, employment status, and dates of employment.

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, 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. This information shall be provided electronically.

**Payroll Deduction of Union Membership Dues**

The Employer will deduct Union membership dues and initiation fees from the wages of each Health Care Professional 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.

**Indemnification**

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.

**Exemptions**

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.

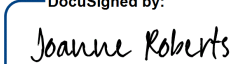
**Voluntary Political Education and Action Fund**


The Employer agrees to administer a voluntary check-off of bargaining unit Health Care Professionals contributions to the Union's Committee on Political Education (COPE) fund. The program shall include the following provisions:

1. Contributions to the COPE fund are voluntary for bargaining unit Health Care Professionals.
2. The Union is responsible for obtaining check-off authorization from each bargaining unit Health Care Professionals who wishes to have a voluntary payroll deduction.
3. The Union will reimburse Kaiser Permanente for the costs of administering the payroll deductions.

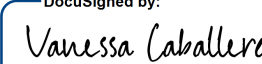
**INTENT OR APPLICATION:** The parties agree to determine the membership information shared with the Union to effectuate this article.

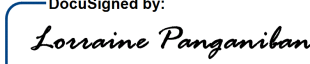
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**CONCENSUS DATE: 4/11/23**  
**CONCENSUS TIME: 3:43 pm**

**EARNED TIME OFF PROGRAM (ETOP)**

Components of ETO and Eligibility

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

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

Bank (ESL) Eligibility

An employee is eligible for ETOP if he/she is regularly scheduled to work.

**Holidays**

Designated Holidays

Effective on his/her date of hire, an employee shall be eligible for the following designated paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	
Christmas Day	
Martin Luther King Day (effective 2023)	

Designated Holiday Schedule

All Designated Holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect that day only. However, in the event the Employer closes any of its facilities/departments on the Friday preceding a Saturday

Designated Holiday or on a Monday following a Sunday Designated Holiday, then the Friday or Monday will be designated as a holiday for unworked holiday pay for an employee who does not work either the actual holiday or the Designated Holiday.

Eligibility for Designated Holiday Pay

An employee is not eligible for Designated Holiday pay if he/she is on layoff, leave of absence, or unpaid time off. If a Designated Holiday occurs during paid Earned Time Off (ETO) or Extended Sick Leave (ESL), the employee will be paid Designated Holiday pay in lieu of ETO or ESL.

Designated Holiday Worked

When an employee is required to work on a Designated Holiday, he/she will receive his/her hourly base rate of pay. The employee may elect to take an alternate day off for working the Designated Holiday. The alternate day off will be paid at straight time, and must be taken within thirty (30) calendar days of the Designated Holiday that the employee worked. As an alternative, the employee may request to be paid two (2) times his/her regular rate of pay for working the Designated Holiday, subject to the efficiency of operations.

Designated Holiday Not Worked

A full-time employee shall receive eight (8) hours' pay for a Designated Holiday not worked. If an employee's scheduled day off falls on a Designated Holiday, the employee will receive eight (8) hours pay for that day or an additional day off with eight (8) hours pay. A full-time employee shall not suffer a reduction in pay during a pay period in which a Designated Holiday occurs. An employee who is scheduled to work less than forty (40) hours per week shall receive prorated holiday pay for holiday hours not worked, based upon his/her weekly regularly scheduled hours.

**Usage of Earned Time Off (ETO)**

Earned Time Off (ETO) account hours can be used for any reason, such as illness, vacation, or personal/family reasons. Annual ETO, insofar as possible, will be granted at times most desired by an employee. In order to balance and meet service and staffing requirements, an employee and his/her supervisor/manager should plan time off schedules as much in advance as possible. For same day unplanned ETO use, an employee must follow departmental notification procedures. An employee will make every attempt to report the anticipated length of the unplanned absence.

Denial of Requests

ETO requests shall not be unreasonably denied. However, in determining the granting of ETO requests, the supervisor/manager shall reserve the right to evaluate and grant requests on the basis of impact on the orderly operations of the facility.

Earned Time Off and FMLA

ETO shall run concurrently with Family Leave if such use qualifies under the Family Leave provisions.

Scheduling Earned Time Off

A group's existing ETO vacation scheduling process may be used if agreeable by Management and the majority of the affected Health Care Professionals using Labor Management Partnership principles and the process shall be documented and shall remain in place unless the parties agree to modify.

Earned Time Off scheduling will be done by groups as determined by department Leadership in a service area.

During the annual vacation bidding process, a Health Care Professional may request ETO up to the Health Care Professional's existing annually accrued ETO and anticipated ETO accrual during the ETO bidding year. Once a Health Care Professional has been approved to take ETO, Management cannot rescind the approval unless agreed upon by the Health Care Professional in whole or in part with advance notice. However, if the Health Care Professional is preapproved for ETO and they do not have enough accrued ETO at the time of the leave, Management may rescind the approval by the number of hours they are short. Approved ETO (in whole or in part) may be canceled by a Health Care Professional at least 14 calendar days in advance of the scheduled time off. Cancellation requests of fewer than 14 calendar days prior to the scheduled earned time off period will require review and approval by management.

In the absence of an agreed upon process then said groups shall use the following default process to schedule ETO:

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 their group. 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.

1. During the vacation bidding process a Health Care Professional may request ETO for any number of weeks up to the Health Care Professional's anticipated ETO accrual during the ETO bidding year.

2. If a Health Care Professional requests time off which equals their total FTE status, there shall be no expectation of availability during that applicable week.
3. Health Care Professionals shall have the opportunity to submit first (1<sup>st</sup>), second (2<sup>nd</sup>), and third (3<sup>rd</sup>) choice selections. Each choice selection may have up to three (3) options listed for annual bidding. Union seniority employing a rotation cycle for each selection, starting with the most senior person by bargaining unit seniority shall be utilized.
4. Annual ETO vacation bids should be requested in blocks of at least one week (Sunday-Saturday), not to exceed the Health Care Professional's weekly standard hours. Part-time Healthcare Professionals ETO vacation weeks shall be prorated.
5. Requests for time off less than the workdays off described above will be considered incidental time off and should be considered outside of this annual vacation bidding process and granted on a case-by-case basis.
6. Annual ETO requests shall be submitted electronically through the current Kaiser regional system of record by October 1<sup>st</sup> for the following bidding year of January 15 to January 14 of the year after.
7. ETO approvals shall be awarded no later than by November 1st for the following bidding year
8. For ETO requests submitted during the bidding period, the following waitlist process shall be utilized:  
Health Care Professionals denied for all options in a round, shall have their first option placed on a waitlist in the order of their round selection. Should any requested ETO dates become available, the Health Care Professional with the earliest round request will be offered the available ETO dates.
9. Any requests submitted after October 1<sup>st</sup> for the following bidding year shall be considered on a "first come – first served" basis.
10. 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 if submitted prior to the work schedule being posted will not be unreasonably denied.
11. Once a Health Care Professional has been approved to take ETO, Management cannot rescind the approval unless agreed upon by the Health Care Professional in whole or in part with advance notice. However, if the Health Care Professional is preapproved for ETO and they do not have enough accrued ETO at the time of the leave, Management may rescind the approval by the number of hours they are short. Approved ETO (in whole or in part) may be canceled by a Health Care Professional at least 14 ~~5~~ calendar days in advance of the scheduled time off. Cancellation requests of fewer than 14 calendar days prior to the scheduled earned time off period will require review and approval by management.
12. If a Health Care Professional transfers into a different ETO bidding group after the ETO granting period has been completed, the Manager will make every reasonable effort to approve their request.

### **Earned Time Off Account**

Each full-time employee shall accrue ETO on a monthly basis in accordance with the

following schedule:

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

*\*Rounded to two (2) decimal places.*

#### Maximum Earned Time Off

The maximum number of hours that can be accumulated in an employee’s ETO account is five hundred (500).

#### Proration for Part-timers

A part-time employee shall accrue ETO prorated on a monthly basis based on his/her regularly scheduled hours.

#### Leave Accrual Date

Leave Accrual Date shall be used to determine “Years of Service” for the Earned Time Program. The Leave Accrual Date is the most recent date of hire, adjusted for breaks- in-service in accordance with the Rehire Policy and guidelines.

The Leave Accrual Date is also adjusted for unpaid leaves of absence that exceed sixty (60) days, excluding an Occupational Leave of Absence, or a Military Leave. A Leave of Absence of sixty-one (61) days or more will be deducted in its entirety from the Leave Accrual Date.

#### Earned Time Off Pay

ETO pay for an employee shall be at the hourly rate in effect at the time ETO is taken. A part-time employee who is scheduled to work less than forty (40) hours per week shall have his/her ETO pay prorated on the basis of his/her scheduled hours.

#### Earned Time Off Payment Upon Termination

Any accrued but not used ETO hours will be paid out upon termination, or retirement.

#### In-Service Cash-Out Program

An eligible employee may make an irrevocable election to cash out a portion of his/her ETO during the annual election period in accordance with the existing Employer’s guidelines.

**Extended Sick Leave Bank**

In addition to the ETO account, there is an Extended Sick Leave (ESL) bank. An employee may use the hours in the ESL on the first (1<sup>st</sup>) day of hospitalization (inpatient or outpatient with physician prescribed time off) or after three (3) consecutive calendar days of disability.

An employee will accrue six (6) hours of ESL each month for a total of nine (9) ESL days per year, regardless of his/her years of service.

The employee may be required to provide certification of illness and/or disability to justify the employee's absence from work for the period claimed.

**Proration for Extended Sick Leave for Part-timers**

A part-time employee will accrue ESL hours prorated based upon his/her regularly scheduled hours.

**No Maximum Accrual of Extended Sick Leave**

There is no limit to the number of hours an employee may accumulate in his/her ESL.

**ESL Not Paid Upon Termination**

Upon retirement or termination for any reason, an employee will not be paid for any remaining unused sick leave hours.

**ESL and FMLA**

ESL taken for Family Leave purposes will run concurrently with Family Leave.

**Integration With State Disability Insurance/Workers' Compensation**

If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation (WC) payments, integration with paid ETO and/or ESL shall occur. An employee who is eligible for SDI benefits or Workers' Compensation (WC) benefits shall have his/her ETO account and ESL bank integrated with SDI or WC benefits so that combined SDI or WC pay and ETO/ESL income received do not total more than one hundred percent (100%) of his/her salary. The reduced amount of ETO or ESL payment shall then be charged against the employee's ETO or ESL bank. In the payment to an employee on ESL disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws. If an employee is absent from work to attend to a disabled family member, and is eligible to use ETO or ESL for all or part of the absence, he/she will receive ETO or ESL pay which, when combined with weekly benefits from the Family Temporary Disability Insurance (FTDI) he/she receives, or for which he/she is eligible, would total his/her regular straight time earnings for the period.

It is the employee's responsibility to promptly file claims for any compensatory benefit for which he/she may be eligible and to provide documentation supporting the amount of such benefits to Human Resources.

## Two (2) Banks of Extended Sick Leave

### Post-ESL Bank – Definition

ESL hours earned on or after January 1, 2010 are placed in a post-ESL bank for the purposes of establishing a Health Reimbursement Account (HRA) in retirement.

### Pre-ESL Bank – Definition

An employee's accrued and unused ESL hours as of December 31, 2009 are placed in the employee's pre-ESL bank.

### ESL Hours Drawn From Pre-ESL Bank First

When an employee 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 employee or transferring employee will accrue post- ESL bank hours only. If the transferring employee has a pre-ESL bank under his or her former employee or union group, then those hours will remain in a pre-ESL bank.

## **ESL Conversion**

### Pre-ESL Bank Conversion to Credited Service

An employee who has a pre-ESL bank balance of two hundred fifty (250) hours or more and is vested in the basic pension plan, when he/she terminates employment, will have all unused hours in his/her pre-ESL bank converted to Credited Service for basic pension plan calculation purposes.

If the employee meets the pension plan requirements for eligibility under the Normal, Early, or Postponed Retirement provisions, and effective January 1, 2015, if the employee meets the pension plan requirements for eligibility under the Disability Retirement provisions in accordance with the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement Plan, then his/her pre-ESL hours will be counted as Credited Service, even if there is a pre-ESL balance of fewer than two hundred fifty (250) hours.

### Post-ESL Bank Conversion to an ESL Health Reimbursement Account (ESL-HRA)



An employee who separates from employment with eligibility for post-retirement medical benefits (meets age and years of service requirements) will be eligible to have his/her post-ESL bank converted to an Extended Sick Leave-Health Reimbursement Account (ESL-HRA).

Eighty percent (80%) of the post-ESL bank hours that remain unused at termination will be credited to an unfunded ESL-HRA at the employee’s base wage at termination, provided the employee’s post-ESL bank has enough hours so that the post-ESL conversion value at termination is at least one hundred dollars (\$100). The terms of the ESL-HRA are governed by the HRA Plan document.

ESL-HRA Rules of Application

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

1. A former employee or retiree may access the ESL-HRA for reimbursement of out- of-pocket medical, dental, vision and hearing care expenses that qualify as federal income tax deductions under Section 213 of the Internal Revenue Code, or for premiums paid to a Kaiser Permanente medical plan.

If the former employee resides in an area where no Kaiser Permanente medical plan is offered, she/he may submit premiums for a non-Kaiser Permanente medical plan to the HRA for reimbursement, subject to additional documentation requirements.

2. In the event of a retiree’s death, any balance in the ESL-HRA will be available for the benefit of the retiree’s surviving spouse or domestic partner who is an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner may access the ESL-HRA for reimbursement of eligible medical expenses, subject to the same ESL-HRA Rules.

Any balance in the ESL-HRA will remain available until remarriage, entering a new domestic partnership or death.

3. The terms of the ESL-HRA are governed by the HRA Plan Document.

**INTENT OR APPLICATION:** Self- Explanatory

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/11/23**  
**CONCENSUS TIME: 3:38 pm**

**JOB POSTINGS AND FILLING VACANCIES**

**Job Postings**

Position vacancies shall be electronically posted by the Employer internally for seven (7) calendar days. After the seven (7) day internal posting period, the Employer can post vacancies for external applicants

**Notice of Vacancies**

The Employer shall notify the Affiliate Officers and the assigned Union Staff Representative electronically when posting bargaining unit jobs or vacancies.

A copy of all such postings shall include all posting details.

**Job Requirements**

Any specific job requirements for particular job opening(s) which demand special qualifications will be listed on the posted Notice of Job Opening and will match with existing job requirements for such position. If the Employer modifies or changes the job requirements after the position is posted, the position will be re-posted.

The Employer will notify Affiliate Officers and Union Staff Representative(s) of any re-posting of positions electronically. Any changes made will be consistent with established positions and requirements.

**Filling Vacancies**

In filling any vacancy covered by this Agreement, all applicants who meet the minimum qualifications shall be preferred over outside applicants, provided they apply within the seven (7) calendar day internal posting period.

**\*Release of Transferring Health Care Professional**

In the event the employee cannot be released to the new position immediately, the original location may delay the Health Care Professional's actual transfer for up to thirty (30) calendar days from acceptance. The Union and the Employer will meet to discuss a reasonable timeline for the employee's release and reach mutual agreement if the release date is more than thirty (30) calendar days.

Bargaining unit seniority shall be used in filling job for vacancies in the category order below:

**\*\*Per Diem Job Bidding Seniority**

Per Diem Employees with two thousand (2,000) or more actual worked hours will be considered a part of the Regular Employee group category one (1) for the purpose of applying seniority for job bidding only if working at the service area/regional offices where the position is posted. Per Diems with less than two thousand (2000) worked hours will be considered for category two (2). 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. The Per Diem Health Care Professional's hours shall be capped at two thousand (2000) hours per year for the purposes of job bidding. When a Per Diem Employee successfully bids into a Regular position, seniority shall be initially credited based on hours actually worked since date of hire.

1. Bargaining Unit applicants (within a Service Area and its outlying clinics) or Regional Offices (wherever the position is posted)
2. Bargaining Unit applicants in the Southern California Region
3. Bargaining Unit applicants who are in an externship or fellowship program provided they will have completed 36 weeks by start date are within 30 days of completion.
5. External Applicants

All qualified Health Care Professionals who apply for a position 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.

*\*per diem job bidding seniority moved here*

**REALIGNMENT**

Realignment for the purposes of this Article is defined as an Employer-required movement of bargaining unit Health Care Professionals 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.

### Notifications

If an employee is denied a posted position, the Employer shall notify the applicant of the reason for the denial within three (3) weeks after the position has been filled.

Once notified electronically in writing of the granting of a position, the selected Health Care Professional will acknowledge acceptance of the position within forty-eight (48) hours (excluding weekends and Holidays).

### Inter-Regional Transfers

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

### Evaluation Periods

#### Evaluation for a Change in Classification

A Health Care Professional who accepts a posted position that results in a change in classification shall serve an evaluation period for the first ninety (90) calendar days in their new classification. A Health Care Professional who fails to pass the evaluation period in the new classification, will be returned to their former or comparable position, work assignment, shift, days of work, hours of work and work location.

The Health Care Professional may elect to return to their former classification and position, within the first thirty (30) calendar days of the evaluation period.

#### Evaluation for a Change in Position but Same Classification

A Health Care Professional who accepts a posted position shall serve an evaluation period for the first sixty (60) calendar days in the new position. A Health Care Professional who fails to successfully pass the evaluation period will be returned to their former or comparable position, work assignment, shift, days of work, hours of work and work location.

The Health Care Professional may elect to return to their former classification and position, within the first thirty (30) calendar days of the trial period.

The Health Care Professional shall receive a written performance evaluation by the completion of their evaluation period.

**\*\* Release of Transferring Health Care Professional moved here**

**INTENT OR APPLICATION:** The Employer agrees to give fair consideration to all bargaining unit applicants with an active level 3 or 4 corrective action on file, and no blanket denial is intended. Follow the LMP Corrective Action Process.

**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**


UNION to ER  
DATE: 4/11/2023  
TIME: 3:15 pm


**New Employee Orientation**

In the interest of promoting the Labor Management Partnership, the Employer shall provide the Union access to new employee orientation (NEO) meetings to explain Union membership, the local Union contract, the National Agreement and the cooperative partnership relationship between the Union and the Employer. The Union portion of a NEO meeting shall be a minimum of one (1) hour, with mandatory attendance by new employees, employees changing from one bargaining unit to another bargaining unit, and employees changing from non-represented to represented. The Employer shall provide the Union New Employee Orientation schedules and updates as they occur. The Employer shall provide the date and times of NEO meetings at least one week in advance and shall provide the names of new bargaining unit employees attending an NEO session at least two days in advance of the meeting. Union Stewards meeting with new employees, will be paid, and released from work for the time needed to meet with employees. The Employer and the Union agree to provide a positive image of both the Union and the Employer during their presentations and the Employer shall remain neutral with regard to Union membership.


**INTENT OR APPLICATION: Self- Explanatory**


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**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/11/2023**  
**CONCENSUS TIME: 5:11pm**

**Part-Time Employees Working Additional Hours**

In cases where a regular part-time employee works thirty-two (32) or more hours in a workweek on a non-replacement basis for a period of thirteen (13) consecutive pay periods, the Employer shall meet at the Union's request to attempt to reach a resolution.

**INTENT OR APPLICATION: Self- Explanatory**

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**2022- 2023 Negotiations**

**CONTRACT TA**

UNION to ER  
DATE: 4/11/23  
TIME: 3:15 pm

**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. It is understood that it is not the intent of the parties to inadvertently enrich or compound wages, fringe benefits or other conditions.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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2022- 2023 Negotiations

**CONTRACT TA**

**CONCENSUS DATE: 4/11/23**  
**CONCENSUS TIME: 4:52 pm**

**Hours of Work**

Workday

The 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.

Workweek

The workweek as used in this Agreement is from Sunday 12:01 a.m. to the following Saturday at 12:00 midnight.

**PROFESSIONAL HOURS**

The parties recognize the Professional nature of work performed by Health Care Professionals covered by the agreement. Regular full-time Health Care Professionals are generally scheduled eighty (80) hours in a bi-weekly period and employees are expected to work their schedule. Conversely, it is recognized that an employee's schedule may vary due to the professional nature of the work and operational requirements.

**Scheduling**

Work Schedules and Posting

The establishment of master or departmental operating schedules will be done collaboratively. The Employer will exercise its efforts in good faith to provide regular full-time employees with two (2) consecutive days off in a weekly period; however, where weekend coverage is needed or required, the Employer will exercise its efforts in good faith to provide regular full-time employees with four (4) days off in a bi-weekly period, two (2) of which will be consecutive.

The Employer will have a minimum 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.

Submission for schedule/modifications/time off requests should be received not less than ~~two (2)~~ three (3) weeks prior to posting of the schedule, but does not preclude a Health Care Professional from submitting for schedule/modifications/time off requests after that time.

It is understood that the final right to establish schedules shall rest with the Employer.

**Evening/Weekend Shifts**

It is the intent of the Employer to distribute evening/weekend shifts equitably.

**Additional Hours/Shifts**

The Employer shall fill additional work hours/shifts with bargaining unit Health Care Professionals who volunteer, subject to qualifications by bargaining unit seniority on an equitable basis, within the department.

A Salary Health Care Professional will be paid at their regular straight time hourly rate if they accept an assignment of an additional shift on a day off.

Should a Salary Health Care Professional accept a work assignment to begin prior to the start of their normal shift which results in the Health Care Professional working hours additional to their normal scheduled shift, or should a Health Care Professional accept the assignment of additional hours all such additional hours shall be paid at the Health Care Professional regular straight time hourly rate.

Overtime pay/provisions will still apply for hourly Health Care Professionals.

**Notice of Absence**

An employee shall notify Management as soon as possible when such employee has knowledge of the need for an absence.

**INTENT OR APPLICATION: Self- Explanatory**

**FOR THE EMPLOYER:**

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**CONTRACT TA**

**CONCENSUS DATE: 4/11/23**  
**CONCENSUS TIME: 3:36 pm**

**WEINGARTEN RIGHTS/STATEMENT**

**Additional Representation Rights:**

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

**Weingarten Rules/Statement:**

“I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

**Rule 1:** The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

**Rule 2:** After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

**Rule 3:** If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to

refuse to answer. The employer may not discipline the employee for such refusal.  
(listed in front of contract "FOR REFERENCE ONLY")

**Salary Step Increases**

A. Progression Through Wage Structure for Regular Employees

Full-time and part-time employees shall progress within the Wage Structure on the anniversary date of hire into a classification covered by this Agreement. Full-time and part-time employees hired beyond the Start Rate will progress from their date of hire based upon their tenure (i.e., an employee hired at the Three (3) Year Step will advance to the Four (4) Year Step after one (1) year of employment).

B. Progression for Per Diem Employees

Step progression for Per Diem employees on the Per Diem Wage Structure will be based on hours paid, i.e., one (1) year of service equates to 2,000 hours.

C. Adjustments for Leaves of Absence

Employees' date for step progression will be adjusted for leaves of absence as applicable.

D. Effective Date of Tenure

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

**Payday and Paychecks**

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

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

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

**Shift Differential**

Health Care Professionals shall receive a shift differential for work performed on an evening and/or night shift as follows:

Evening Shift: \$2.75 per hour

Night Shift: \$4.50 per hour

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.

**Differential Eligibility**

To be eligible for an evening or night shift differential, an employee's starting time must fall between the following hours:

Evening: Shifts beginning at 2:00 pm, up to and including 6:00 pm

Night: Shifts beginning at 10:00 pm up to and including 2:00 am

An employee who begins a workday schedule other than as described above will receive evening shift differential for all hours worked between 6:00 pm and 12:00 am, and night shift differential for all hours worked between 12:00 am and 6:00 am.

**Bilingual Pay**

A. Bilingual Differential

Employees who have a demonstrated ability in more than one (1) language, and are routinely required to perform evaluation, therapy, education and consultation in a language other than English, shall receive a bilingual differential not to exceed two hundred dollars (\$200) per month (\$1.154/hr.) for all hours worked. Bilingual differential for Speech Pathologists will be \$1.50 per hour for all hours worked, not to exceed two hundred sixty dollars (\$260) per month.

B. Eligibility and Hours Worked Only

In order to receive the differential, employees must satisfy the Employer's eligibility requirements. Bilingual differential will be paid on hours worked only.

**Standby**

A. Definition

An employee is on standby status when he/she is not scheduled to work and is engaged to be available for consultation and/or to come to the workplace. An employee on standby may be required to carry a pager and is expected to respond in a timely fashion when contacted by the Employer.

B. Tools Available While on Standby

Where feasible, the Employer shall attempt to provide employees on standby with appropriate tools to allow such employees to perform work-related functions while away from the workplace (e.g., RAS tokens).

C. Standby Pay and Eligibility

While an employee is on standby, he/she shall be paid \$12.00 per hour up to a maximum of four (4) hours for each instance of standby. Standby pay only applies to full and part-time employees.

D. Report Pay

If a Health Care Professional on standby is required to come to the workplace, he/she shall be paid for a minimum of two (2) hours, at the employee's regular rate of pay. For the purposes of this paragraph, the time period for the regular rate of pay shall commence at the time the employee arrives at the workplace after being called in from standby.

**INTENT OR APPLICATION:** The maximum standby shift is four (4) hours each instance.

**Advance Hire**

A. Advance Hire – Audiologist and Speech Pathologist

Health Care Professionals Audiologists and Speech Pathologists hired from outside Kaiser Permanente will be placed on the wage structure based on their comparable, previous, experience as follows:

Less than 1year experience	Step 1 Start Rate
1 year to less than 2 years' experience 1-year rate	Step 2
2 years to less than 3 years' experience 2-year rate	Step 3
3 years to less than 4 years' experience 3-year rate	Step 4
4 years to less than 5 years' experience 4-year rate	Step 5
5 years to less than 6 years' experience 5-year rate	Step 6
6 years to less than 7 years' experience 6-year rate	Step 7

7 or more years' experience  
7-year rate

Step 8

B. Advance Hire – Dietitian and Health Educator

Dietitians and Health Educators hired from the outside may be placed on the wage structure based on their comparable, previously paid, experience as follows:

Less than 2 years' experience	Step 1 Start Rate
2 years to less than 4 years' experience	Step 2 1-year rate
4 years to less than 6 years' experience	Step 3 2-year rate
6 or more years' experience	Step 4 3-year

Agree to move to appendix:

Dietitians and Health Educators **Level II Criteria: Master's degree in a field related to position and/or the following certifications:**

Certifications must be current/valid for placement and retaining Level II designation

- CDCES – Certified Diabetes Care and Education Specialist (this replaces CDE- Certified Diabetes Educator)
- CNSC – Certified Nutrition Support Clinician
- CSR – Board Certified Specialist in Renal Nutrition
- CSP – Board Certified Specialist in Pediatric Nutrition
- CSO - Board Certified Specialist in Oncology Nutrition
- CSG - Board Certified Specialist in Gerontological Nutrition
- CSOWM - Board Certified Specialist in Obesity and Weight Management CSPCC
- Board Certified Specialist in Pediatric Critical Care Nutrition IBCLC -
- International Board Certified Lactation Consultant
- CSSD – Board Certified Specialist in Sports Dietetics

**Mileage Reimbursement**

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

**Termination pay**

When an employee is voluntarily or involuntarily separated from employment, the employee will be paid all monies owed pursuant to applicable Collective Bargaining Agreements, state or federal laws.

move the following to appendix:

**Pay For Bargaining Committee**

During the term of this Agreement, a maximum of five (5) employee members of the union bargaining team shall be compensated for time spent in collective bargaining, in accordance with the following:

- Salaried exempt employees shall be compensated on a “keep whole” basis; meaning their regular weekly salary shall not be adversely impacted due to time spent in collective bargaining; and,
- Hourly nonexempt employees shall be compensated for time spent in collective bargaining at their regular straight time hourly rate of pay, not to exceed the number of hours they are regularly scheduled to work on a day spent in bargaining. Time spent in collective bargaining for such employees shall not be considered as time worked for purposes of computing overtime or determining if a missed break of any kind occurred in a workweek.

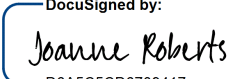
move the following to appendix:

**Commitment to Competitive Pay**

The parties will work together to gather and analyze data related to Kaiser Permanente jobs and pay rates and develop a common understanding of this data relative to the market and review the findings ahead of the next round of collective bargaining.


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


**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
UNION OF HEALTH CARE PROFESSIONALS  
and  
KAISER PERMANENTE  
2022- 2023 Negotiations

**CONTRACT TA**

**CONCENSUS DATE: 4/11/23**  
**CONCENSUS TIME: 4:39 pm**

**Addressing Workload Issues at the Medical Centers**

In order to address workload issues at the Medical Center level, the parties have agreed to the following:

Either party may initiate a request to convene a local committee to address a workload issue. Such request must be in writing and outline the issues to be discussed;

The local committee shall consist of the following: Not more than three (3) Union representatives (including the appropriate field representative or steward and a member of the impacted classification), and not more than three (3) Employer representatives (including a member of the impacted classification, the Administrator or designee and the Human Resources Leader, or designee);

The party receiving such a request will arrange for a meeting within thirty (30) days of receipt of the request.

The parties at such meeting shall attempt to resolve the issue presented in the initial request. In the event the parties are unable to reach a mutually acceptable agreement, the matter may be pursued through a dispute resolution procedure; and

The above mechanism is in no way intended to add to, delete from or modify any provision of the current Collective Bargaining Agreement.

**Staffing**

The parties acknowledge a mutual interest in adequate staffing.

As such, within ninety (90) days of ratification of this Agreement, the parties will convene committees at each Medical Center where there are bargaining unit employees.

Such committees shall discuss staffing issues and implement solutions by mutual agreement.

The above mechanism is not intended to add to, delete from or modify any provision of the Collective Bargaining Agreement.

The composition of the committees will be determined by mutual agreement by management and the Union. The Parties agree to meet quarterly but may meet more or less frequently by mutual agreement.

**INTENT OR APPLICATION:** Labor developed and will share the staffing workload models document for discussion for staffing workload.

**Regional Workload Committees**

Within ninety (90) days of ratification of this Agreement, the parties will convene regional workload committees for each of the following:

Health Educators and Outpatient Dietitians

Inpatient Dietitians

Audiologists

Speech Language Pathologists

The purpose of the Regional Workload Committees is to discuss the existing workload model in its effectiveness in meeting patient care needs, and professional duties. The Employer recognizes the professional status of the individual disciplines and agrees to work collaboratively on issues involving the professional practice for Health Care Professionals covered by this Agreement. Such committees shall discuss staffing concerns and implement solutions by mutual agreement. The work of the Regional Workload Committee shall follow Labor Management Partnership principles, using an interest-based problem-solving approach with consensus decision making. Sufficient time shall be provided.

Each committee shall consist of the following: At least three (3) Health Care Professional representatives, one (1) Union Representative and two (2) Employer representatives or designee.

The Parties agree to meet quarterly but may meet more or less frequently by mutual Agreement.

**Patient Care Advocacy**

The Parties recognize that bargaining unit Health Care Professionals are obligated by licensure/registration, and are accountable for providing safe, high quality patient care through the use of independent clinical judgment within their licensed/registration scope of practice.

Agenda items may include the following:

- Evaluations, exams, education/training, and time required for providing services
- Best scheduling practices
- Technological and program changes
- Continuing educational opportunities and specialty training programs
- Workload
- Clinical practices, guidelines and standards throughout the region
- Documentation
- Coordination between inpatient and outpatient services
- Initiatives and projects
- Remote work
- Career Ladder

### Committees Basic Guidelines

Each party will select its own representatives to committees. Committees will establish their own ground rules and basic operating guidelines. Recommended guidelines include the following:

- A representative for each party will serve as co-chairpersons for each meeting
- Co-chairs will develop agenda items for each meeting
- Committees shall be trained in Interest Based Problem Solving (IBPS) and Consensus Decision Making (CDM) and use IBPS and CDM to resolve issues and arrive at decisions/recommendations
- Minutes will be kept for each meeting and distributed to committee members

### Limitation on Scope of Committees

This mechanism is in no way intended to add to, delete from, or to modify any provisions of the Collective Bargaining Agreement.

#### **FOR THE EMPLOYER:**

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#### **FOR THE UNION:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

UNION to ER  
DATE: 4/11/2023  
TIME: 3:15 pm

**SUBCONTRACTING**

Subcontracting will be addressed in accordance with the National Agreement.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/12/23**  
**CONCENSUS TIME: 2:02 pm**

**SIDE LETTER - ADDENDUM**

**Committee on Dietitian Home Health Assignments**

The Parties recognize a need to develop a process for assigning home health patients to Dietitians. Within ninety (90) days of ratification of this Agreement, the parties will convene a Home Health staffing/workload committee with the purpose of identifying and developing a best practice for optimal care of Home Health patients. The committee will include for Labor at least two (2) inpatient Dietitians, two (2) outpatient dietitians, and a Union Representative, and for management at least two (2) Management representatives and one (1) HR or designee.

**INTENT OR APPLICATION:** Self- Explanatory

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**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/13/23**  
**CONCENSUS TIME: 7:30 pm**

**Reduction in Force and Recall**

**Definition**

Reduction in force shall be defined as the elimination of an employee's position or reduction of hours.

**Notice**

The Employer will provide notice to the Union at least sixty (60) days' notice when reasonably able to do so.

**Bargaining**

The Employer will bargain over the impact of a reduction in force when such request is made by the Union. Upon mutual agreement the parties may modify the reduction in force procedure outlined in this article. Such modifications or agreements may include the use of attrition, immediate placement in a comparable position or maintaining an impacted employee in his/her position while a comparable position is found.

**Procedure for Reduction in Force**

Layoffs in connection with a Reduction in Force shall be accomplished by department and classification within the Medical Service Area or Regional Offices, if applicable, utilizing bargaining unit seniority.

For employees with the designations of Clinical Fellowship Year (CFY), Required Professional Experience (RPE) and AUD (Doctorate of Audiology), the completion of such a professional externship and subsequent release of such a Health Care Professional shall not constitute a reduction in force under this Article.

Prior to an affected employee displacing another bargaining unit employee contract and agency employees working in the same classification as the affected employee and in the affected employee's Medical Service Area or Regional Offices, if applicable, will be released. The parties recognize that on a limited basis the use of per diem employees may

be necessary during a reduction in force. It is not the intent of the Employer to use per diem employees to replace a displaced employee or an employee on recall status.

In the event a reduction is necessary, the following process will be implemented:

#### Placement into a Vacant Position

A Health Care Professional whose position has been eliminated in a Reduction in Force will first be considered for placement into a comparable open position, if such open position exists, within their Medical Service Area or Regional Offices, if applicable for which the Health Care Professional is minimally qualified to perform. In the event there are multiple comparable open positions, the Health Care Professional may select one of the available positions. In the event the Employer has identified multiple positions in a classification within the same Medical Service Area or Regional Offices to be reduced, the impacted Health Care Professionals may use their bargaining unit seniority to select their preferred position among the identified open positions.

An employee placed in a comparable open position within the Medical Service Area or Regional Offices, if applicable, will not have recall rights.

Provided the affected Health Care Professional possesses the minimal qualifications of the position, they may select, but not be required to fill an open bargaining unit position outside of their Medical Service Area.

If an employee rejects an open comparable position offered, within the Medical Service Area or Regional Offices, if applicable, the employee will forfeit all displacement rights. Such refusal would result in the employee being laid off with full recall rights as if the Health Care Professional was laid-off as a result of not having sufficient bargaining unit seniority.

#### Displacement of Least Senior Employee

Unless otherwise provided for in this Article, employees affected may displace the least senior Health Care Professional in their classification and status, provided they meet the minimum position requirements. Such displacement, if elected, will occur first at the Medical Service Area or Regional Offices, if applicable. If the impacted Health Care Professional does not satisfy the minimum position requirements of the least senior Health Care Professional within their classification and status at the Medical Service or Regional Offices, if applicable, the impacted Health Care Professional may elect to displace the least senior Health Care Professional in their status in the bargaining unit for which they satisfy the minimum position requirements.

In a reduction of force, the Union agrees to waive posting requirements for the purpose of allowing an affected Health Care Professional to be placed into an open position.

An affected full-time employee may at their option displace the least senior part-time employee in their classification in their Medical Service Area or Regional Offices, if applicable, provided the affected full-time employee has greater seniority than the displaced part-time employee. A full-time employee who rejects displacing another employee in their classification and status in the Medical Service Area or Regional Offices, if applicable, shall be laid off with recall rights.

The least senior Health Care Professional displaced shall be placed on layoff status.

If the impacted Health Care Professional voluntarily chooses not to displace the least senior Health Care Professional, then they will be placed in layoff status and recall provisions will apply.

Recall

A laid-off Health Care Professional shall have all the rights of recall and be placed on the recall list in the order of bargaining unit seniority for twelve (12) months. A laid-off employee may refuse the offer of a position and retain full recall rights if the position being offered is not comparable to the position the Health Care Professional held at the time of lay-off and not within their Medical Service Area or Regional Offices, if applicable.

Health Care Professionals who decline an offer for a comparable position or who voluntarily transfer to another position will be removed from the recall list, except if they accept a position that is not a comparable position within their Medical Service Area and Regional offices, if applicable, at the time of layoff.

**INTENT OR APPLICATION:** Will be covered under EISA in the National Agreement.

**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS  
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
UNION OF HEALTH CARE PROFESSIONALS  
and  
KAISER PERMANENTE  
2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/13/23  
CONCENSUS TIME: 7:31 pm**

**WORKLOAD DISTRIBUTION**

**Equitable Workload Distribution**

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

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

**Bargaining Unit Work**

The Employer and the Union recognize the limited need to allow management personnel, who are licensed/registered to perform work normally performed by the bargaining unit for the following reasons: to maintain professional skills, to serve in instructional capacities, to provide relief, to provide Extended Sick leave (ESL) relief, to provide Earned Time Off (ETO) relief as needed, to balance workload needs, or to work during emergency situations.

**Technology**

The parties also recognize that changes in technology, health care providers and/or methods of health care delivery may impact work performed by members of the bargaining unit. At the Union’s request, the Employer will confer with the Union regarding the impact of such changes.

**INTENT OR APPLICATION:** The parties agree to discuss concerns related to the use of non-bargaining unit personnel doing bargaining unit work.

**FOR THE EMPLOYER:**

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**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/14/23**  
**CONCENSUS TIME: 11:28 am**

Alternate Compensation Program (ACP)

Eligibility

A newly hired and newly eligible employee who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP). Participation begins on the 1st day of the pay period following enrollment.

ACP Coverage

ACP is an optional benefit program, which provides an eligible employee with a twenty percent (20%) wage rate differential in exchange for his or her participation in certain benefit plans.

Proof of Other Medical Coverage

Proof of other medical coverage is required to participate in the ACP and must be provided on an annual basis in order to continue ACP participation.

ACP Participation

An employee must remain in the ACP for the duration of the payroll calendar year. An employee may withdraw from ACP during the ACP payroll calendar year due to a loss of other medical coverage or a qualified family or employment status change. During the annual open enrollment period of each year, an employee will have the opportunity to enroll in or withdraw from the ACP.

Payroll Calendar Year

A payroll calendar year is determined by the biweekly payroll cycles within each year. This means that an ACP payroll calendar year can begin prior to January 1 and end prior to December 31, depending on the biweekly cycles.

Exchanged Benefits

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

ESL Account Frozen

An employee who elects to participate in the ACP will have his/her Extended Sick Leave accounts frozen upon entering the ACP, and frozen ESL hours will not be available for use. Hours already accrued at the time of transfer to ACP will be available when employees return to the regular benefits program. No additional hours will accrue while in the ACP.

Cash Out of ETO

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

Benefits Participation of an Employee in ACP

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

- Additional hours will be paid at the ACP wage rate differential;
- Commuter Spending Account;
- Dependent Care Spending Account;
- Designated Holidays worked paid at one and a half (1½) times the base wage rate; unworked Designated Holiday will not be paid;
- Employee-purchased Optional Life Insurance (for employees scheduled to work thirty-two (32) hours or more per week);
- Health Care Spending Account
- Jury Duty paid at the ACP wage rate differential;
- Kaiser Permanente Southern California Employees Defined Contribution (EDC), if applicable (at the base wage rate);
- Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) or Kaiser Permanente Employees Pension Plan for the Southern California Permanente Medical Group (KPSCEPP-SCPMG), as applicable
- Shift differentials paid on all applicable hours;
- Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential);
- Tax-Deferred Retirement Savings;
- Travel Accident Insurance;
- Tuition Reimbursement; and
- Unpaid Leaves of Absence (no benefits associated with the leaves).

1778 J. Unpaid Leave for Employees in ACP

1779 An employee may take two (2) weeks of unpaid leave per calendar year. Additional weeks of unpaid leave may be granted at the sole discretion of the Employer. An employee in the ACP may exercise seniority on the vacation schedule to obtain his/her two (2) weeks of unpaid leave.

1780 K. Post Retirement Benefit for Employees in ACP

1781 An employee who retires while enrolled in the ACP and otherwise meets eligibility for post-retirement benefits will be provided with post-retirement benefits.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/14/23**  
**CONCENSUS TIME: 2:54 pm**

**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 **Affiliate Name**, 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.”

**DURATION**

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, 2025. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

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.

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.

Applicable federal law which establishes special notice periods for health institutions shall prevail over this Agreement.

**PAY PROVISIONS**

**Wages - Across the Board Increases**

2023 Wage Increase

There will be an across-the-board wage increase of two percent (2%) effective October 1, 2023.

There will be an across-the-board wage increase of two percent (2%) effective September 29, 2024.

**Lump Sum Bonuses**

October 1, 2023

All Health Care Professionals employed on October 1, 2023 will receive a two per cent (2.0%) lump sum bonus calculated based on the compensated hours they were paid in the twenty-six full pay periods preceding October 1, 2023.

September 29, 2024

All Health Care Professionals employed on September 29, 2024 will receive a two per cent (2.0%) lump sum bonus calculated based on the compensated hours they were paid in the twenty-six full pay periods preceding September 29, 2024.

Lump sums pursuant to this Agreement will be paid out in the first pay period following October 1 in each of Years 2023 and 2024.

Earnings to include: Compensated hours includes regular hours worked, overtime, vacation, sick and training time (includes extra shifts and shift premiums). It excludes bonuses and benefits.

Period of Pay: Covers 26 pay periods, or 1 year of earnings

Payment: Subject to applicable state/federal withholdings.

**LMP Trust Contribution**

Effective September 30, 2024, a nine cent (\$0.09) per hour reduction will serve as the employee contribution to the Partnership Trust throughout the term of this agreement, as required by the Alliance National Agreement, Section 1.B.3., Partnership Trust.

**Incentive Plans**

Health Care Professionals will transition to the Performance Sharing Plan (PSP) in 2024 (payable in 2025 per plan eligibility).

Performance Bonus

Bonus Payout in 2024. There is a bonus opportunity of up to three thousand dollars (\$3,000), payable in the first quarter of 2024. Management will determine the metrics for the bonuses

after consultation and engagement with the Union. Such payment shall be based upon performance metrics determined in 2023.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

**CONCENSUS DATE: 4/14/23**  
**CONCENSUS TIME: 11:56 am**

**DISABILITY PLANS**

**Prior to January 1, 2024**

Healthcare Professionals who are eligible will maintain their existing Health and Welfare benefits.

**On or after January 1, 2024**

Effective January 1, 2024, Healthcare Professionals will be eligible to receive disability benefits in accordance with the plan eligibility requirements and terms set forth below.

**Short-Term Disability (STD)**

An active employee regularly scheduled to work twenty (20) or more hours per week will receive employer-sponsored Short-Term Disability (STD) Insurance.

Benefits are payable beginning on the first (1st) day of hospitalization or on the eighth (8th) consecutive day of illness or injury or upon exhaustion of ESL hours, whichever is later. This coverage provides at least fifty percent (50%) of the employee's base salary, or up to sixty percent (60%) of the base salary if combined with other disability income such as State Disability Insurance (SDI), Workers' Compensation and/or Social Security.

Disability benefits may be paid for a maximum of three (3) years from the date of disability with continued physician certification. Disability benefits will cease earlier if the employee is no longer disabled or dies.

**Salary Continuance**

Each employee regularly scheduled to work twenty (20) or more hours per week is automatically eligible for the Salary Continuance (SC) plan after two (2) years of employment. This benefit is Employer-paid.



In the event of a disability, in instances where the employee has no ESL hours or does not elect ETO hours, the Salary Continuance benefit will bridge the employee's income with a total of 50% of his/her base salary for up to six (6) months from the date of disability or until the employee is eligible for Long-Term Disability, whichever is sooner.

In order to receive Salary Continuance benefits, the employee must be eligible for SDI or Workers' Compensation.

### **Long-Term Disability (LTD)**

An employee regularly scheduled to work twenty (20) or more hours per week and has two (2) years of employment, is automatically covered by the company-paid Long-Term Disability (LTD) benefits. LTD provides monthly income payments if an employee becomes disabled and cannot earn more than 80% of his/her pre-disability salary.

Benefits are payable after six (6) months of disability or when an employee exhausts all hours in his/her ESL Bank and uses any immediately elected ETO hours, whichever is later.

This benefit provides at least fifty percent (50%) of an employee's base salary or up to sixty percent (60%) if integrated with other disability income such as State Disability, Workers' Compensation and/or Social Security, or up to 100% of the employee's pre-disability base salary with offsets from other income, during the first (1st) twenty-four (24) months of disability if participating in an approved rehabilitation/return to work incentive plan.

Further incentives are provided after the first (1st) twenty-four (24) months, if applicable. Benefits are paid on a monthly basis according to the following table:

#### **Duration of Benefits Table**

Age on Date of	Maximum Benefit Duration from Date
Less than 61	Up to Age 65
62	48 Months
63	48 Months
64	48 Months
65	48 Months
66	48 Months
67	24 Months
68	24 Months
69 and over	12 Months

LTD benefits due to mental or nervous disorders or diseases, and drug, alcohol or substance abuse or dependency are limited to a maximum of three (3) years in the employee's lifetime.

The LTD plan has a pre-existing condition clause that excludes disability coverage during the first twelve (12) months of coverage on a disability resulting from a condition which is treated within three (3) months prior to coverage becoming effective.

**Exclusions and Limitations**

Coverage, limitations and exclusions of the foregoing disability plans 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.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CONTRACT TA**

**CONCENSUS DATE: 4/14/23**  
**CONCENSUS TIME: 11:55 am**

**INSURANCES**

**Health and Welfare Plan Coverage – Prior to January 1, 2024**

Healthcare Professionals who are eligible will maintain their existing Health and Welfare benefits.

**Health and Welfare Plan Coverage – Effective January 1, 2024**

UNAC Healthcare Professionals have become a participating union in the Alliance of Healthcare Unions and a party to the National Alliance Agreement (the “Agreement”). The Agreement shall apply to members of the UNAC Healthcare Professionals, including provisions in sections 2.B., and benefits including but not limited to:

Parent Medical Coverage  
Benefits by Design Voluntary Programs  
Survivor Assistance  
Workers’ Compensation Leaves of Absence  
Disability Insurance  
Healthcare and Dependent Care Spending Accounts

**Health Plan Coverage for Active Employees**

**Employee Eligibility**

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

**Dependent Eligibility**

Eligible dependents are defined as follows:

- The employee’s spouse, or domestic partner;
- The employee’s natural, step or adopted child under the age of twenty-six (26);
- The employee’s foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;

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

#### Potential Tax Implications for Children and Domestic Partners

Some of the benefits provided to domestic partners and their children may be taxable to the employee.

#### Health Plan Coverage

The employer shall provide each Regular Full-Time Employee and Regular Part-Time Employee and the Employee's eligible dependents with medical benefits under the Kaiser Foundation Health Plan HMO Southern California Plan (HMO). The KFHP provided health plan coverage is a comprehensive medical plan covering services directly at Kaiser Permanente Medical facilities including hospitalization, inpatient and outpatient surgery, prescriptions by a Southern California Permanente Medical Group Physician, vision care and mental health coverage.

The copayments shall match the \$10 copayment level which includes \$10 medical office visits, \$10 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$5 generic/\$10 brand prescription (30-day supply maximum), etc. per the 2021 National Alliance Agreement, Section 2.B.1.b.1.

#### Termination of Coverage

KFHP coverage stops at the end of the month in which the employee transfers to an ineligible status or terminates employment.

Employer-paid coverage will cease in accordance with the leave of absence provisions contained in Article XXXX.

#### Governing Plan Document and Service Agreement

The terms and conditions of this plan are in accordance with the governing plan document and service agreement.

### **Section 2 – Dental Plan Coverage for Active Employees**

#### Eligibility

An employee who is regularly scheduled to work twenty (20) or more hours per week is eligible for dental coverage effective the first (1st) day of the month after three (3) months of employment. Coverage extends to the employee, his/her spouse or domestic partner, and eligible dependent children as described in Article xxx, paragraphs xxx and xxxx, up to the limiting age of twenty-six (26). Physically or mentally disabled children are also covered past age twenty-six (26), provided such disability occurred prior to the disabled dependent children turning age twenty-six (26). Annual certification of disability and dependency may be required.

#### Potential Tax Implications for Children and Domestic Partners

Some of the benefits provided to domestic partners and their children may be taxable to the employee.

#### Costs Associated with Pre-Paid Dental Plans

Dental coverage is Employer-paid.

#### Available Dental Plans and Eligibility

A newly hired employee who is eligible for dental coverage must select an Employer provided prepaid dental plan during his/her first (1st) two (2) years of employment. After completing two (2) years of employment, an eligible employee may select the Dental PPO Plan within thirty-one (31) days of obtaining eligibility, and during the annual open enrollment period, an eligible employee may choose among the Employer-provided prepaid dental plans and the Dental PPO Plan.

#### Pre-Paid Dental Coverage Services

The pre-paid dental coverage services are covered at one hundred percent (100%). These services are provided through one (1) of the respective panel providers. There is no annual maximum benefit under the pre-paid options.

#### Dental PPO Coverage

The Dental PPO Plan coverage becomes effective the first of the month following eligibility, if elected within thirty-one (31 days) of eligibility, or January 1st, if elected during the annual open enrollment.

The plan covers services in accordance with the National Alliance Agreement Section 2.B.3.f.

#### Alternate Mental Health

An employee regularly scheduled to work thirty-two (32) or more hours per week, is eligible for the Alternate Mental Health insurance on his/her date of hire provided the employee is actively at work on the day coverage becomes effective. Coverage is extended to eligible dependents as defined in Health Plan eligibility on the same date. The Alternate Mental Health coverage is Employer-paid and covers 80% of reasonable and customary charges. Copayments apply. There is no maximum number of visits.

#### Plan Governed by Provider, Plan Documents and Employer

This plan is governed by the terms and agreements between the provider, the Plan Documents, and the Employer.

### **Section 3 – Supplemental Medical**

#### **Eligibility**

An employee regularly scheduled to work twenty (20) or more hours per week has the option to purchase Supplemental Medical. Coverage starts on the employee's date of hire provided he/she is actively at work on the day coverage becomes effective.

#### **A Supplement to and Not a Replacement for KFHP**

Supplemental Medical is intended to supplement but not replace services provided under the Kaiser Foundation Health Plan (KFHP). Supplemental medical covers certain medical services not covered by the HMO, such as acupuncture and chiropractic care. Services may be subject to annual or lifetime maximum limits as set forth in the plan. Employees shall pay any deductibles, copayments, coinsurance or other applicable charges.

#### **Payment for Supplemental Medical Premiums**

For the first five (5) years, Supplemental Medical premiums are paid by the employee. After five (5) years of employee-purchased Supplemental Medical, the coverage continues Employer-paid.

#### **Governed by Provider, Plan Documents and Employer**

This plan is governed by the terms and agreements between the provider, the Plan Documents and the Employer.

### **Section 4 – Life Insurance**

#### **Eligibility**

Each employee regularly scheduled to work twenty (20) or more hours per week will be provided with \$50,000 of Employer-paid Basic Life Insurance coverage on his/her date of hire provided he/she is actively at work unless waived by ACP participation. If an employee is not actively at work on the day coverage is to become effective, then the coverage effective date will be deferred until the employee returns to active employment.

#### **Option to Buy Additional Life Insurance**

Each employee regularly scheduled to work thirty-two (32) or more hours per week will have the option of electing additional insurance up to a maximum of seven hundred fifty thousand dollars (\$750,000) when combined with the Employer-paid Basic Life Insurance. If the option for additional coverage is waived when first eligible or if the coverage is above \$150,000, Evidence of Insurability (EOI) may be required before being allowed to purchase coverage. Premium rates are subject to change annually.

#### **Additional Benefit for Employees Hired Prior to October 1, 1986**

An employee hired prior to October 1, 1986, had the option to remain in the previous life insurance program that provided either a \$5,000 Employer-paid coverage or two-times his/her annual salary in life insurance coverage. After five (5) years of service, this program provided an additional one-time annual salary supplement and covered the employee in case of Accidental Death and Dismemberment.

Waiver of Life Insurance Premiums

If an employee becomes totally disabled for at least six (6) months but not more than twelve (12) months, the Employer-paid life insurance coverage will continue with premiums being paid by the insurance company (excluding the one-time annual supplemental coverage under the previous life insurance and any additional life insurance the employee may be purchasing). The premium waiver will continue from the date the insurance company approves the employee’s total disability until he/she returns to work, is no longer disabled, or reaches the maximum allowable timelines based on the age he/she becomes disabled.

**Section 6 – Travel Accident Insurance While on Employer’s Business**

An employee regularly scheduled to work twenty (20) or more hours per week will be automatically enrolled in the Travel Accident Insurance. The Travel Accident Insurance coverage provides a benefit of four (4) times the employee’s annual salary with a minimum benefit of one hundred thousand dollars (\$100,000) and a maximum of two hundred fifty thousand dollars (\$250,000), whichever is greater. This benefit will be paid to a designated beneficiary in the event of death as a result of a travel accident while on Employer business.

**Section 7 – Professional Liability Coverage**

The Employer extends professional liability protection to employees who provide patient care subject to the terms and limitations of the coverage.

**Section 8 – Exclusions and Limitations**

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

**INTENT OR APPLICATION:** Self- Explanatory

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**CONTRACT TA**

**CONCENSUS DATE:4/14/23**  
**CONCENSUS TIME: 12:52 pm**

**LEAVES OF ABSENCE**

**Section 1 – Authorized Leaves**

A full-time and part-time employee must have at least six (6) months of service to be considered eligible for a leave of absence without pay. However, an employee is immediately eligible for a Military Leave, a Medical Leave of Absence for reasons of disability due to pregnancy, or an Occupational Injury or Illness Leave.

**Leave of Absence Requests**

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

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

**Section 2 – Family & Medical Leave of Absence**

The Employer and the Union acknowledge that the provisions of the Family and Medical Leave Act of 1993 (Act) apply to the Employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act. In this regard, the Employer and the Union commit to meet to resolve potential conflicts between the Act and the Agreement.

In determining the maximum duration for Family Leave and other leaves taken for Family Leave purposes, the two (2) types of leaves will run concurrently except that leaves taken for a purpose not covered by the CFRA will not exhaust the employee's entitlement to additional leave pursuant to the CFRA. Personal leaves of absence for situations covered by Family Leave will not be considered until the maximum duration of the Family Leave has been exhausted.

**Benefits While On A Family Leave and Medical Leave/Pregnancy Disability (FMLA/CFRA Leave)**

Health Plan, Alternate Mental Health, life insurance benefits, and Dental Plan coverage will be continued at Employer expense for the entire duration of an approved Family Leave. Employer-paid Supplemental Medical and Group Life Insurance, Earned Time Off and Extended Sick Leave accruals will continue for one month following commencement of the unpaid leave. If an employee wishes to continue certain



employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, he/she must make arrangements to continue paying for these benefits.

### **Section 3 – Medical Leave of Absence**

Medical leaves of absence without pay for non-work-related medical disabilities, including conditions related to pregnancy, shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability.

Medical leaves of absence shall not normally exceed one hundred twenty (120) calendar days for those employees with less than three (3) years of service and one (1) year for those employees with three (3) or more years of service.

If an employee is also eligible for Family Leave (FMLA, CFRA or PDL), the Family Leave and the Medical Leave will run concurrently in determining the maximum Medical Leave of Absence.

#### **Medical Leaves of Absence Occurring Within Ninety (90) Days of Each Other**

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

#### **Medical Leaves of Absence Separated by Ninety (90) Days or More**

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

#### **Pregnancy-Related Disabilities**

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

#### **Commencement of Medical Leave Upon Exhaustion of ESL and Requirements for the Use of ETO**

Medical leaves shall commence after the exhaustion of accrued ESL and any additional ETO Account hours requested for use immediately following the exhaustion of ESL Bank hours. Requests to utilize ETO must be made fourteen (14) days prior to the exhaustion of ESL hours.

An employee who is on a Medical Leave of Absence, may still request to use any accrued ETO hours, provided the request is made fourteen (14) days prior to utilizing any accrued ETO hours. ETO hours will be credited in forty (40) hour increments and will provide income continuation only and will not extend or modify the Medical Leave of Absence period.

#### **Extension of Medical Leaves**

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

An employee who exhausts the allowed maximum period for a Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.

#### Expiration of Medical Leave Upon Physician's Release

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

#### No Special Rights

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

#### **Section 4 – Benefits While on a Medical Leave**

Medical, dental and life insurance benefits will continue to be paid by the Employer for an employee regularly scheduled to work twenty (20) or more hours per week.

#### Supplemental Medical and Life Insurance

Premiums for Employer-paid Supplemental Medical will continue for an employee regularly scheduled to work twenty (20) or more hours per week, and Employer-paid Life Insurance will continue for an employee regularly scheduled to work twenty (20) or more hours per week.

#### Survivor Assistance

Survivor Assistance will continue for one (1) year.

#### Length of Coverage While on Medical Leave

The aforementioned benefits will continue for the length of the Medical Leave for a maximum of one (1) year, provided three (3) months elapse between Medical Leave incidents.

#### Coverage Paid by Employee

Coverage not paid by the Employer, as specified above, may be continued at the employee's expense.

#### Non-eligibility for Holiday Pay While on Unpaid Leave

An employee will not be eligible for designated holiday pay on any unpaid leave status.

#### ETO/ESL Accruals Stop While on Unpaid Leave

ETO and ESL accruals will stop while on a Medical Leave. If the Medical Leave is more than sixty (60) days, the Leave Accrual Date for the accrual-rate will be adjusted beginning with the 61<sup>st</sup> day of the unpaid leave.

Tax Deferred Plans, Dependent Care Spending Account, Health Care Spending Account, and Commuter Spending Account – Employee’s Responsibility

Contributions to the tax deferred plans, Dependent Care Spending Account, Health Care Spending Account, and Commuter Spending Account will cease and the employees will be responsible for making necessary arrangements to change his/her contribution status within thirty-one (31) days of the commencement of the Medical Leave.

Additional Life Insurance, Supplemental Medical, Alternate Mental Health or Dental Coverage – Employee’s Responsibility

If an employee wishes to continue certain employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, he/she must make arrangements to continue paying for these benefits. If he/she wishes to maintain Alternate Mental Health and/or dental coverage, he/she must make arrangements to pay for these benefits.

**Section 5 – Military Leave of Absence**

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

Benefits Restored Upon Reinstatement

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

ETO for Military Leave

In those cases where an employee is in a reserve status and serves an annual two (2) week commitment, an employee may request and receive ETO for a Military Leave of Absence. Prior to granting of Military Leave or ETO as referred to herein, the Employer may require an employee to submit a copy of the appropriate military orders.

Reemployment Upon Conclusion of Military Service

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

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

Benefits continuation while on a Military Leave is in accordance with the National Military Leave policy (NATL.HR.001).

## **Section 6 – Occupational Injury or Illness Leave**

### Eligibility

Commencing on the first (1st) day of employment, for illnesses or injuries determined to be compensable under the Workers' Compensation laws, employees will be eligible for an Occupational Injury or Illness Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the authorized physician(s) up to a maximum of two (2) years.

### Commencement of An Occupational Injury

An Occupational Injury or Illness Leave of Absence shall commence after the exhaustion of ESL hours, and if elected, immediately converted ETO hours, or after the Salary Continuance benefit (if eligible) ends (which is six (6) months from the date of disability), whichever is later. An Occupational Injury or Illness Leave of Absence may also commence prior to exhaustion of ESL hours if the employee elects not to use ESL hours or waives Workers' Compensation integration.

Prior to the commencement of the Occupational Injury or Illness Leave of Absence, an employee may request to elect ETO hours to delay the commencement of an Occupational Injury or Illness Leave of Absence. An employee must submit such requests fourteen (14) days prior to exhaustion of Sick Leave. ETO hours will be credited in forty (40) hour increments.

### Expiration of Leave for Occupational Injury or Illness

The Occupational Injury or Illness Leave will expire in less than two (2) years if the employee is no longer disabled and can perform his or her pre-disability job with or without reasonable accommodations. If there is incontrovertible medical evidence that the employee is permanently disabled and cannot perform his or her pre-disability job with or without reasonable accommodation, the Occupational Injury or Illness Leave will expire after exhaustion of the interactive process job search (generally ninety [90] days).

### Return to Former or Comparable Position

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

### Return to Work with Temporary Restrictions

The Employer will place an employee released to return to work from an occupational injury or illness on a temporarily restricted basis in his/her usual job classification, at his/her regular rate of pay, provided the employee can perform the essential functions of the job, with reasonable accommodations.

In situations where an employee is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the employee will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his/her usual job, at his/her regular rate of pay.

Any such temporarily modified duty assignment will not exceed ninety (90) days.

#### Return to Work with Permanent Restrictions

The Employer will place an employee released to return to work from an occupational injury or illness on a permanently restricted basis in his/her usual job classification, at his/her regular rate of pay, provided the employee is capable of performing the essential functions of the job, with or without reasonable accommodation. If the employee is unable to perform his/her job, the Employer will engage in an interactive process with the employee during which the employee has the opportunity to bid on any job vacancy that he/she is qualified to perform, and is able to perform with or without reasonable accommodation.

The Occupational Injury or Illness Leave will expire at the end of the interactive job search process: either upon the employee's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety [90] days). An Occupational Injury or Illness Leave shall be extended throughout any period of temporary disability.

#### Return to Work Authorization

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

### **Section 7 – Benefits While on Occupational Injury or Illness Leave – (Workers' Compensation)**

#### Health Plan

Health Plan and dental premiums will continue to be paid by the Employer for employees regularly scheduled to work twenty (20) or more hours per week.

#### Supplemental Medical and Life Insurance

Premiums for Employer-paid Supplemental Medical will continue for employees regularly scheduled to work twenty (20) or more hours per week, and Employer-paid Life Insurance will continue for employees regularly scheduled to work twenty (20) or more hours per week.

The aforementioned benefits will continue for the length of the leave.

#### ETO and ESL — Leave Accrual Date

ETO and ESL accruals will stop while on an Occupational Injury or Illness leave. The Leave Accrual Date for the accrual rate will not be adjusted.

Other Paid Leaves

Employees will not be eligible for any paid time off, such as Educational Leave, Bereavement Leave, Designated Holiday pay, etc., or any unpaid leave status.

Survivor Assistance

Survivor Assistance will continue for up to one (1) year.

Other Coverage Responsibility of Employee

Coverage not paid by the Employer, as specified above, may be continued at the employee's expense. Contributions to the tax-deferred plans, Dependent Care Spending Account, Health Care Spending Account, and Commuter Spending Account will cease and the employees will be responsible to make necessary arrangements to change their contribution status within thirty-one (31) days of the commencement of the Occupational Injury or Illness Leave.

Employees who wish to continue certain employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, must make arrangements to continue paying for these benefits. If an employee wishes to maintain Alternate Mental Health and/or dental coverages, he/she must make arrangements to pay for these benefits.

**Section 8 – Personal Leave of Absence**

Leaves of absence without pay for emergency situations and/or personal reasons may be granted to employees at the discretion of the Employer.

Length of Personal Leaves

Such leaves of absence shall not be in excess of thirty (30) days, but may be extended beyond that time.

Benefits While on Personal Leave

Premiums for continued Health Plan coverage, Employer-paid Supplemental Medical, Alternate Mental Health, Dental, and Employer-paid Life Insurance coverage will be paid by the Employer for thirty (30) calendar days. At the end of the 30 calendar day period, coverage not fully paid by the Employer may be continued at the Health Care Professional's expense.

Survivor Assistance and ETO and ESL accruals will continue for up to thirty (30) calendar days only.

The Leave Accrual Date for the accrual rate will be adjusted if the Personal Leave extends beyond sixty (60) days.

If an employee wishes to continue certain employee-paid benefits such as Additional Life Insurance, or Supplemental Medical, he/she must make arrangements to continue paying for these benefits.

**Section 10 – Voluntary Leave For Disaster Service**

An employee will be afforded the opportunity to take a Voluntary Leave for Disaster Service in accordance with the Employer’s current policy.

**Section 11 – Return from Leave of Absence**

Notice of Return

An employee shall give as much notice as possible of his/her intent to return from an authorized leave of absence. However, a notice of two (2) weeks must be given by an employee to her/his supervisor as a condition of reinstatement to a position.

Reinstatement to Former or Comparable Position

Such employee shall be reinstated to his/her former or comparable position in which he/she was employed prior to the leave of absence, unless conditions have changed to the extent that it is not possible to do so. In such a case, the Employer will place him/her in a position that is reasonably comparable to her/his original position with respect to hours, wages, benefits, etc. Additionally, the Employer will give such employee consideration for placement into a like position when comparable vacancies occur.

**Section 12 – Accruals and Adjustments**

An Occupational Illness or Injury Leave of Absence, or a Military Leave shall not affect the Leave Accrual Date.

**INTENT OR APPLICATION: Self- Explanatory**

**FOR THE EMPLOYER:**

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**NEW BARGAINING GROUP-KAISER HCPS**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
and  
**KAISER PERMANENTE**  
**2022- 2023 Negotiations**

**CONTRACT TA**

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**CONCENSUS TIME: 8:26 am**

**Pay Definitions**

**Straight Time Rate of Pay**

The Health Care Professional's straight-time rate of pay is the base hourly rate, without any additional differential pay.

**Regular Rate of Pay**

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.

**INTENT OR APPLICATION: Self- Explanatory**

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**POST RETIREMENT BENEFITS**

Retiree Medical Program for Retirees

To qualify for post-retirement medical benefits, an employee must meet the Retiree Medical Program eligibility requirements described below.

**Modified-Retiree Medical Benefit – Effective January 1, 2024**

Retiree Medical Coverage.

Healthcare Professionals who are eligible and who retire on or before December 31, 2023, will maintain their existing retiree medical benefits.

Healthcare Professionals who retire after December 31, 2023, who are at least 55 years of age, have fifteen (15) years of service or ten (10) years of service under a disability retirement, and are eligible for active medical on termination, will, upon retirement, be provided with retiree medical benefits in accordance with the 2021 National Alliance Agreement with the exception of Section 2.B.2.i.5 which will not be applicable.

Healthcare Professionals in this group who retire prior to January 1, 2028, will receive the Medical Premium Subsidy/HRA plan as noted per the National Agreement:

1 year of service towards eligibility is defined as one thousand (1,000) compensated hours.

Employees hired on or after January 1, 2021, will not be eligible for the Medical Premium Subsidy.

The Medical Premium Subsidy for those hired prior to January 1, 2021 will be \$130.37 in 2024 increased by 3% on January 1 each year.

Employer allocation to an HRA at the time of retirement in the amount of \$2,000 per year of service, and if eligible, an allocation equal to \$10,000 when the retiree reaches age eighty-five (85).

**COVERAGE, LIMITATIONS AND EXCLUSIONS**

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

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**RETIREMENT PLANS**

**Section 1 – Kaiser Permanente Retirement Plan (KPRP)**

A. Through December 31, 2014, an Employee Becomes a Participant in the Kaiser Permanente Retirement Plan (KPRP)

Through December 31, 2014, an employee becomes a participant in the Employer-funded Kaiser Permanente Represented Employees Pension Plan supplement to the Kaiser Permanente Retirement Plan (KPRP), regardless of his/her employment status and work schedule, in the calendar year in which he/she completes at least one thousand (1,000) hours.

An employee who becomes a participant in the KPRP receives Credited Service from his/her date of hire.

B. New Hires Do Not Participate in KPRP Effective January 1, 2015

Effective January 1, 2015, a newly hired employee or an employee rehired after a break in service will not be eligible for and will not become a participant in the KPRP.

C. New Hires Participate in a Defined Contribution Plan

A newly hired employee or an employee rehired after a break in service will be eligible to receive the Employees Defined Contribution (EDC) in the Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (PUG) as described below in Section 2.

D. Employees Hired Prior to January 1, 2015, Retain KPRP When Transferring

Effective January 1, 2015, a current employee or a transferring employee without a break in service, and who was employed by the Employer before January 1, 2015, shall become a participant in the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement Plan.

E. Benefit of KPRP

1. Retirement Income

For an employee hired prior to January 1, 2015, the pension plan provides an employee with retirement income based on his/her length of Service and compensation.

## 2. Vesting

Vesting in KPRP is attained after five (5) years of service.

## 3. Benefit Upon Termination

If an employee terminates after five (5) years of Service, but before eligibility for early retirement, he/she is eligible for an unreduced Deferred Vested Pension, payable at age sixty-five (65) based upon the benefit accrued at time of termination. An employee who terminates with fifteen (15) or more years of Service, prior to being eligible to retire, will be eligible to receive an actuarially reduced Deferred Vested Pension, as early as age fifty-five (55) based upon the benefit accrued at time of termination.

## F. Years of Service Used to Determine Vesting – KPRP

### 1. Prior to January 1, 2015 – No Proration for Years of Service

Through December 31, 2014, one (1) year of Service is equal to one thousand (1,000) compensated hours in a calendar year. There is no proportional year of Service for those years in which an employee has fewer than 1,000 compensated hours.

### 2. On or After January 1, 2015 – Years of Service for Vesting Prorated – KPRP

Effective January 1, 2015, an employee will have Service prorated for years in which he/she earns fewer than 1,000 hours. Years of Service determine if an employee is eligible for deferred vested retirement, or early, normal or postponed retirement.

## G. Credited Service – Used to Determine Amount of Monthly Pension Benefit of KPRP

One (1) year of Credited Service is equal to two thousand (2,000) compensated hours in a calendar year. For those years in which an employee has fewer than two thousand (2,000) compensated hours, proportional Credited Service will be granted for all compensated hours based upon a two thousand (2,000) hour year. Credited Service is used to determine the amount of monthly pension benefits.

## H. Final Average Monthly Compensation for KPRP (FAMC)

FAMC is the employee's average monthly compensation for the highest sixty (60) consecutive months of employment in the last one hundred twenty (120) months of employment. The FAMC shall be calculated based on straight time base rate.

## I. KPRP Formula Prior to January 1, 2015

Through December 31, 2014, the formula for normal monthly retirement income shall be the FAMC multiplied by the 1.5% factor multiplied by the years of Credited Service.

## J. KPRP Formula On and After January 1, 2015

Effective January 1, 2015, an eligible employee's normal retirement income shall be computed at 1.45% factor multiplied by their years of Credited Service earned after December 31, 2014.

#### K. In-Service KPRP Distribution

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

#### L. Early Retirement – KPRP

##### 1. Prior to January 1, 2015

Early Retirement eligibility is established if an employee is at least fifty-five (55) years old and has fifteen (15) or more years of Service, or when the sum of his/her age and years of Service is at least 75.

##### 2. On or After January 1, 2015

Effective January 1, 2015, Early Retirement eligibility under the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement Plan is established only if an eligible employee is at least fifty-five (55) years old and has fifteen (15) or more years of Service.

##### 3. Reduction Schedule for Early Retirement

An eligible employee who elects Early Retirement will have his/her benefit accrued under KPRP/KPSCEPP reduced for early payment based on the fifty percent 50% at age fifty-five (55) reduction schedule as described in the plan.

#### M. Normal Retirement

Normal retirement is established if an employee is age sixty-five (65).

#### N. Postponed Retirement

Postponed retirement is established when an employee retires beyond age sixty-five (65).

#### O. Disability Retirement

Effective January 1, 2015, an employee may be eligible for a Disability Retirement benefit accrued under the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement Plan at a reduced level of benefit, if he/she has ten (10) years of pension Service and receives a Title II Social Security Disability Award (or as otherwise required under the plan terms).

#### P. Pre-Retirement Survivor Annuity – KPRP

##### 1. Death of Vested, Active Employee

In the event an eligible employee who is vested in the pension plan, dies while actively employed, the Employer will provide the surviving spouse or eligible domestic partner a lifetime monthly benefit.

## 2. Survivor Benefit Prior to January 1, 2015

Through December 31, 2014, the amount of the Survivor Annuity is determined as if the employee had elected a joint and survivor annuity with a 66 2/3% continuation to the surviving spouse or domestic partner.

## 3. Survivor Benefit On or After January 1, 2015

Effective January 1, 2015, the amount of the Survivor Annuity benefit accrued under the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement Plan is determined as if the eligible employee had elected a joint and survivor annuity with a 50% continuation to the surviving spouse or domestic partner.

## 4. Commencement of Payment of Survivor Benefit

Payment of the Survivor Annuity to the spouse commences on the first (1st) day of the month following the eligible employee's Normal Retirement date, unless the spouse elects earlier payment. Payment of the Survivor Annuity to the eligible domestic partner commences no later than one year after date of death, in accordance with applicable IRC rules.

## 5. Qualified Dependent Survivor Benefit – KPRP

Effective January 1, 2015, with respect to the benefit accrued under the Kaiser Permanente Southern California Employees' Pension Plan supplement to the Kaiser Permanente Retirement, if the employee dies and had no surviving spouse or eligible domestic partner, pension plan survivor benefits will be payable to a non-spouse, non-domestic partner survivor qualified dependent as defined under the KPSCEPP.

## 6. Coverage, Limitations, and Exclusions

Coverage, limitations and exclusions of the foregoing pension plan are determined by the Employer's pension plan documents.

## **Section 2 – Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (PUG)**

Employees hired Prior to January 1, 2015

Commencement and Termination of Employer Contributions to PUG

If an employee completed two (2) years of employment prior to December 31, 2014, an employee automatically participated in the Employer-paid Kaiser Permanente Supplemental Savings and Retirement Plan For Union Groups (PUG). The Employer contributed a fixed five percent (5%) of the employee's annual salary to PUG. The five percent (5%) Employer contribution ceased as of the last pay period in the December 2014 payroll calendar year.

## B. Termination of Employee Contributions to PUG

Through December 31, 2014, an employee may have elected to make after-tax contributions by deferring a percentage of his/her salary into PUG. An employee's contributions ceased as of the last pay period in the December 2014 payroll calendar year.

### Employees Hired On or After January 1, 2015

Effective January 1, 2015, a newly hired employee, or an employee rehired after a break in service, shall become a participant in PUG and become eligible to receive the Employees Defined Contribution (EDC)

### Employees Transferring Into a Bargaining Unit Position On or After January 1, 2015

An employee who transfers into the bargaining unit on or after January 1, 2015, who was hired or rehired by the Employer on or after January 1, 2015, also shall become a participant in PUG and become eligible to receive the EDC.

### Automatic Participation in PUG and Eligible to Receive Employees Defined Contribution (EDC)

Employees automatically participate in PUG and become eligible to receive the EDC upon his/her first day of employment in an eligible status under the terms of PUG. An employee hired or rehired on or after January 1, 2015, may receive the EDC regardless of scheduled hours.

### Employees Participating in KPRP Not Eligible to Receive the EDC

No employee who continues to accrue Credited Service in the Kaiser Permanente Retirement Plan (KPRP) on or after January 1, 2015 is eligible to receive the EDC.

### Employer Contribution to EDC

The EDC is an Employer contribution equal to five percent (5%) of eligible compensation.

Effective January 1, 2016, the EDC is increased to six percent (6%) of eligible compensation.

An employee will be provided with a variety of investment options. An employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the PUG plan document. The maximum contribution amount is defined in accordance with IRC rules as specified in the plan document.

### Employee Contribution to PUG

An eligible employee in the PUG may contribute up to ten percent (10%) of compensation on an after-tax basis.

### Vesting in the EDC

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

#### E. Distributions and Withdrawals from PUG

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

#### F. Plan Terms

PUG is governed by the plan documents as amended from time to time.

### **Section 3 – Tax Deferred Retirement Plan**

#### A. Employee Participation in the Tax Deferred Retirement Plan

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

#### B. Automatic Enrollment in the Tax Deferred Retirement Plan

Effective January 1, 2015, a newly hired employee will be automatically enrolled in the employee contribution of the tax-deferred retirement plan at two percent (2%) of eligible compensation. A newly hired employee may opt out of the automatic enrollment within forty-five (45) days.

#### C. Employer Match Contribution to the Tax Deferred Retirement Plan

Beginning January 1, 2015, an employee with one (1) or more years of service, who contributes to the tax deferred retirement savings plan, will be eligible for the Employer Match program.

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

The Employer will ensure that as long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes at least two percent (2%) of eligible compensation throughout the year, the Employer will match one and one-quarter percent (1.25%) of his/her eligible compensation.

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

#### D. Qualifications for In-Service Hardship Withdrawals, Distributions and Loans



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

E. Governance of Tax Deferred Retirement Plan

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

**INTENT OR APPLICATION:** There will be no change to any current retirement plans for any of the Health Care Professionals in the bargaining unit.

**FOR THE EMPLOYER:**

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**Return to the Bargaining Unit**

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.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**Union Leave of Absence**

Health Care Professionals Union Leave of Absence will be in accordance with the National Agreement.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

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**CORRECTIVE ACTION**

**Definition**

The Corrective Action Procedure shall be applied and relied on by both parties as the basic means of progressive discipline.

The parties agree to follow the Corrective Action program recognized by the Alliance of Health Care Unions (AHCU) and the Employer. It is intended to be an open process that utilizes a problem-solving approach to address concerns and explore alternatives to correct performance and/or behavioral concerns using a "just cause" standard. All disputes arising out of the Corrective Action Procedure shall be subject to the Grievance/Arbitration Procedure.

**Just Cause**

No Health Care Professional shall be given corrective action without just cause. Any Health Care Professional who is discharged shall be informed in writing at the time of the discharge of the reason(s) for the discharge.

**The seven points of just cause for Corrective Action (*agree to move to the back of the contract and list as FOR REFERENCE ONLY*)**

If the answer to these seven questions is **YES**, Management has a just cause for corrective action:

1. **Fair Notice** – Did Management make the Health Care Professional aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the corrective action, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord corrective action based on

credible and substantial evidence?

5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the corrective action process, did Management issue at least one level of discipline that allowed the Health Care Professional an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

### **Request for Union Representation**

Supervisors shall ask the Health Care Professional if they would like the presence of a Union Steward and/or Union Staff Representative in any meeting or investigation that may result in corrective action. The selection of a union representative shall not unduly delay the proceeding.

### **Levels of Corrective Action**

#### **Level 1 Initial Discussion (informal not disciplinary)**

The manager/supervisor will meet privately with the Health Care Professional and a representative of the Union (unless such representation is refused). At this level the goal is to clarify the performance and/or behavioral concerns for the Health Care Professional, to gain the Health Care Professional's understanding, and remind the employee that they have a personal responsibility to meet reasonable standards of performance and/or behavior. The supervisor/manager and Health Care Professional should use this opportunity to problem-solve the concerns, clarify expectations, and explore measurements of achievement and timelines.

#### **Level 2 Developmental Action Plan (informal not disciplinary)**

This is the second level of the Corrective Action Procedure and should be utilized if the Health Care Professional's performance and/or behavioral concerns continue. At this level the supervisor/manager will meet privately with the Health Care Professional and a representative of the Union (unless such representation is refused), to revisit the concerns, and clarify the need for the Health Care Professional to meet reasonable standards of performance and behavior.

This discussion will include a review of the progress made by the Health Care Professional based on input at Level 1; the joint development of a written Developmental Action Plan; and the time frame in which the Health Care Professional is expected to meet performance and/or behavioral standards. The Health Care Professional and supervisor should both sign the Developmental Action Plan.

#### **Level 3 Corrective Action Plan (formal discipline)**

This is the third level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue, or if the employee refused to sign the Individual Action Plan at Level 2.

At this level the supervisor/manager will meet privately with the Health Care Professional and a representative of the Union (unless such representation is refused), to revisit the Developmental Action Plan, timelines, and progress made under the Developmental Action Plan. The preferred outcome of this meeting is that the supervisor/manager and the Health Care Professional, through a collaborative process, will mutually agree and sign a Corrective Action Plan.

However, if the Health Care Professional refuses to acknowledge the issue or if agreement cannot be reached, the supervisor/manager will prepare the Corrective Action Plan necessary for the Health Care Professional to correct performance and/or behavioral issues. In these circumstances, the supervisor/manager may unilaterally implement the Corrective Action Plan after notification to the Health Care Professional.

*(Move to back of the contract- FOR REFERENCE ONLY)*

The following will be considered in determining whether or not Level 3 should be repeated or the issue should be advanced to Level 4 – Day of Decision:

- Severity of the incident
- Frequency of the incident
- Date of the incident in comparison to the date of the Corrective Action Plan
- Previous overall performance
- Tenure of the Health Care Professional
- Mitigating circumstances
- Commitment of the Health Care Professional to the overall Corrective Action Plan

**Level 4 Last Chance Agreement/ Day of Decision (formal discipline)**

This is the fourth level of the Corrective Action Procedure and should be utilized if the Health Care Professional has not shown improvement in performance and/or behavioral problems after having gone through Level 3 of the Corrective Action Procedure.

At the conclusion of the follow-up meeting at Level 3, and after having determined that prior efforts have failed to produce the desired changes, a meeting will be scheduled including the Supervisor/Manager, and Health Care Professional and Union Representative and may include the next higher level manager and the next higher level Union representative (unless such representation is refused), to discuss the continuing concerns. The purpose of this meeting is to review the continuing performance and/or behavioral issues and the lack of improvement.

If management decides to invoke the Day of Decision, management will explain the severity of the situation to the Health Care Professional and will place the Health Care Professional on a paid Day of Decision. (The Day of Decision is paid to demonstrate the Employer's commitment

to retain the Health Care Professional.) Management will stress the need for the Health Care Professional to use the Day of Decision as a day of reflection and choice. The Health Care Professional has the opportunity to choose to change their performance and/or behavior and return to the organization, or voluntarily sever the employment relationship. Management will document the meeting in a memorandum, which will include the date, location, attendees, and summary of the discussion.

Upon the Health Care Professional's return, the supervisor/manager, the Health Care Professional, and the Union representative (unless such representation is refused), will meet to review the Health Care Professional 's decision. If the Health Care Professional 's decision is to change their performance and/or behavior and continue employment, the supervisor/manager, Health Care Professional and Union Representative (unless such representation is refused), will meet to develop and sign a Last Chance Agreement. The Last Chance Agreement will include a Final Corrective Action Plan.

#### **Level 5 – Termination (formal discipline)**

Termination is the final level of the Corrective Action Procedure and should be utilized if performance and/or behavioral concerns still persist despite the Initial discussion, Developmental Action Plan, Corrective Action Plan, and Last Chance Agreement.

In the event a Healthcare Professional waives their right to union representation during the Level five (5) step, the Employer shall notify the State Association of a termination as soon as practicable but no later than seven (7) business days 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.

#### **Purging of Documentation**

Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of issuance, except when there are other materials of the same or related nature. The parties may agree to invalidate such documentation sooner. It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify further disciplinary action.

#### **Investigatory Paid Leave**

In situations where management determines removal of Health Care Professional is warranted due to the nature of the reported incident or allegation, such Health Care Professional shall be placed on paid investigatory leave.

#### **Acts of Gross Misconduct**

Acts of gross misconduct and/or gross negligence will subject the employee to an accelerated level in the Corrective Action Procedure, up to and including Last Chance Agreement or Termination.

**Notice of Corrective Action**

The Employer shall provide copies of Corrective Action Notices to the Staff Representative (or designee) within five (5) workdays. In the event the Union Representative is present during the Corrective Action, the Association will be deemed to have been notified.

**Relevant Documents**

In the event the Employer issues a corrective action to a Health Care Professional, the Employer will, at the written request of the Health Care Professional and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

**Right to Respond in Writing**

Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions and shall have that response attached to the relevant material.

**INTENT OR APPLICATION:** Self- Explanatory

**FOR THE EMPLOYER:**

DocuSigned by:  
*Joanne Roberts*  
DBA5C5CD6709417...  
Joanne Roberts  
Labor Relations Consultant V, SCAL

DocuSigned by:  
*Josie Clark*  
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Josie Clark  
Labor Relations Consultant, HI

**FOR THE UNION:**

DocuSigned by:  
*Vanessa Caballero*  
E5C1E8A693F849A...  
Vanessa Caballero  
UNAC/UHCP Representation Director

DocuSigned by:  
*Lorraine Panganiban*  
2438D185073A404...  
Lorraine Panganiban  
UNAC/UHCP Staff Representative



## SUMMARY OF TA's

TA	Summary
Non-Discrimination	Protects HCPs from discrimination. Added Body type and place of birth to protections.
Harassment	Provides a work environment free from discrimination and unlawful harassment.
Union Meetings	Union meetings and elections may be held at Kaiser.
New Hire Probation	Full/PT 90 days, Per Diem 240 hours. Max extension 60 days with justification, or extension if on leave 5 or more workdays.
Per Diem Commitment	Twelve (8) hour shifts per quarter includes 2 weekend and/or evening shifts per month. Availability 28-21 days prior to posting, and if not confirmed, released from commitment. (1) major holiday and (1) Minor Holiday/Hard to Fill Day.
Bulletin Boards	Employer to provide a bulletin board with adequate space to post union communications.
Time off request response time	Employer to respond within 14 <b>calendar</b> days to TORT (time off requests).
Courteous and Responsible Relationships	Both employer and HCP to treat each other with dignity, respect, trust, and appreciation.
Confidentiality of Records and PHI	Patient and employee information is protected.
Conformity of Law-Savings Clause	Will abide by State and Federal laws. If any conflict, then will meet to re-negotiate the language in conflict.
Access to Personnel Record	HCP can access, request and receive copies of their personnel file within 30 days from date of request. Incorrect material will be removed.
Annual Performance Evals	Teaching tool for feedback, recognition, and identifying areas of interest. Not intended for discipline.
Health and Safety	Employer to comply with Federal and State laws related to Occupational Safety and Health and make reasonable provisions.
Union/Management Commitment to Quality Service	Promoting a work environment providing a high degree of satisfaction for providers, employees, and patients.
Union Representatives and Union Stewards Management Rights	We have union reps and stewards to ensure CBA is followed, and they have rights to access facilities and talk to members. Periodically will let management know name of steward. No discrimination, no loss of pay for Weingarten meetings. Management rights are outlined.
Volunteers and Special Programs	Can't displace Bargaining Unit employees.
New or Revised Jobs	When there is a new job classification, a new job description shall be written and pay rate established.
Permanent Change in Hours, Trades, Personal Time Off.	Allows for people to swap hours as long as dept is kept whole in FTE, or allow people to increase hours on a permanent basis when there isn't enough hours to post. HCP can trade shifts with their own schedule or someone else. HCP may request unpaid personal time off for short periods of time, not to exceed five (5) workdays, and shall not be unreasonably denied.

Grievance and Arbitration Procedure and Mediation	Describes the procedure for settling disputes concerning interpretation and application of the contract, wages, hours, or working conditions. Given 30 days to file a grievance when somebody is terminated. If the grievance is unresolved, may appeal the grievance to arbitration. Must submit written notice of appeal to Director of Labor Relations or Designee within (15) calendar days of Step 3 response.
Health Care Professionals Status	Defines what full time, part time, per diem, temporary, and clinical fellowship year employees are.
Mediation	Process to have mediation between employer and union to resolve grievances before it goes to arbitration.
Recognition and Coverage. Strikes and Lockouts.	States the union is the sole bargaining agent representing our group. No strikes or lockouts or sympathy strikes during the term of the contract.
Seniority	Identifies seniority based on most recent date of hire. If same date, then based on application date. Bridging language for when someone leaves and comes back within 1 year. Service credit ceases after 60 days of absence which no compensation is received.
Work Space	Most senior person will get the space if there's bidding for work space. The department may utilize a different process if agreeable to both HCP's and management.
Expansion of Operating Hours	Have the right to bargain if hours are extended or new operating hours are implemented.
Bereavement Leave	Benefit: flags the policy that allows for 5 days guaranteed BL, of which 3 are paid and 2 are unpaid (but can use ETO). If traveling 300 or more miles, can get 2 extra paid days. The Additional Leave section allows HCP to also request up to 7 additional days of unpaid leave, and can designate up to 40 hours of that as ETO.
Education and Training	Outlines what education leave may be used for, eligibility (40 hours for full time and pro-rated for part time) each calendar year, pay, max accumulation, carry over, and tuition reimbursement of the \$3000 benefit (\$750 may be used for travel related expenditures). Mandatory trainings (ie BLS, KP Learns) are considered time worked and shall be compensated as such. Flexibility to accommodate academic schedules. Orientation and Training shall be provided for new hires. Mandatory certification if provided by KP in-house or offsite will be paid as training time and fees are covered, if on your own you may use Education time.
Issue Resolution	Employer and HCPs will meet to resolve concerns using problem solving techniques.
Jury Duty and Witness Pay	Excused from work to attend and be paid for jury duty. Witness duty language states can be excused from work and get 2 hours of pay or the actual time spent testifying, whichever is greater. Schedule will be adjusted to match service.
Medical Malpractice Insurance	While employed at KP, HCP's have medical malpractice insurance coverage.
Membership	Union membership is a condition of employment, HCPs get a copy of contract when they start.
Earned time off program	Describes Holiday, ETO, and ESL programs. Pre and Post ESL bank. HRA conversion.

Job Postings and Filling of Vacancies	Discusses how HCPs can bid for jobs, and how those positions will be filled, Qualifications, Seniority and Location of posting is main criteria. Realignment section says if moving people within settings to different work locations, but no change in total number of hours, then meet to bargain the changes. If can't reach an agreement, do a bid through via bargaining unit seniority. HCPs will be notified if they are denied a job within 3 weeks after the position has been filled. The Evaluation periods section states that if a HCP takes a position in the same classification, they have an evaluation period of 60 days. They can elect to return to their previous position within 30 days of taking a new job. If a HCP takes a job that results in a change in classification, they shall have a 90 day evaluation period.
New Employee Orientation	Union will have access to new employees during NEO.
Part Time Employees working additional hours	If you're a part-time employee that works 32 hours or more in a workweek for 13 consecutive pay periods, employer will meet with union to attempt a resolution.
Preamble	Ties us to the national agreement.
Hours of Work, Professional Hours, Scheduling.	Defines workday and work week. The Schedule posting section says a 60 day schedule must be posted 30 days in advance. Try to give someone 2 consecutive days off weekly. Equitable distribution of evening and weekend shifts. Additional hours/shifts distributed equitably and allow people to be paid extra money for extra assignments. Employees need to notify management of absence.
<b><u>Misc Topics:</u></b> Weingarten Rights/Statement, Salary Step Increases, Payday and Paychecks, Shift Differential, Bilingual Pay, Standby, Advance Hire, Mileage Reimbursement, Termination Pay, Pay for bargaining committee, Commitment to competitive pay.	Will have Weingarten rights outlined in the front of the contract. Salary step increases states progression through wage steps. Payday and paychecks states when paid. Shift differential language outlines the pay differential for working evening and night shift. Bilingual pay remains the same. Standby pay max is 4 hours, all HCPs will be eligible for it, though currently only applies to speech. Advance hire criteria outlined. Updated some of the certifications to match what exists now (CDCES replaces CDE). Mileage reimbursement and Termination Pay are described. Pay for bargaining committee and Commitment to competitive pay in Appendix.

<p>Addressing workload issues at the medical centers, Staffing, Regional Workload Committees, Patient Care Advocacy.</p>	<p>Local committee to address workload issue via written request and issues outlined. Meet within 30 days with 3 union reps and 3 management reps. Staffing committee to convene within 90 days of ratification, meet quarterly or more or less if mutually agreed. Provides ability to discuss workload model document presented by the Union based on your input. Regional workload committee for Health Educators and Outpatient Dietitians, Inpatient Dietitians, Audiologists, and Speech Language Pathologists to discuss staffing concerns and professional practice. Each committee will have 3 HCP reps plus 1 union rep, and 2 employer reps. Patient Care Advocacy recognizes independent clinical judgment.</p>
<p>Subcontracting</p>	<p>per National Agreement</p>
<p>Committee on Dietitian Home Health Assignments</p>	<p>Convene within 90 days of ratification, include 2 labor IP dietitians, 2 OP dietitians, and a union rep; and 2 management reps and 1 HR designee.</p>
<p>Reduction in Force and Recall</p>	<p>All employees will be covered under EISA (Employee and Income Security Agreement) in the National Agreement, if laid off due to a RIF (reduction in force). Layoffs in connection with RIF done by department and classification within medical service area or regional offices by seniority. Limited use per diem, not intended to replace the displaced employee's hours. If a reduction is necessary, the HCP will be considered for placement into a comparable open position. If multiple comparable open positions, the HCP can use their BU seniority to select their preferred position. If reject an open comparable position, then they forfeit their displacement rights and will be laid off with full recall rights. The HCP could displace the least senior HCP in their status in another area if they meet the minimum position requirements. A more senior full-time person could displace a part time person or they can wait on the recall list. Have 12 months to go into a job.</p>
<p>Workload Distribution, Bargaining Unit Work, Technology.</p>	<p>Equitable work distribution (including virtual) among employees in both single work units and departments. Limited rights to management for doing BU (bargaining unit) work. Intent they will discuss concerns related to use of non-BU personnel doing BU work. Changes in technology may impact work performed by BU work, and at unions request, employer will confer with union regarding the impact of such changes.</p>
<p>ACP</p>	<p>Outlines what it means to be an ACP employee: 20% pay differential, added travel accident insurance, updated the retirement plan to match the actual retirement plan</p>
<p>Agreement, Duration, Pay Provisions.</p>	<p>Agreement between UNAC/UHCP and KP. Expires September 30, 2025. Pay provisions: 2% increase effective Oct 1, 2023 and ATB wage increase of 2% effective September 29, 2024. Lump sum: ALL EMPLOYEES (including per diems) if employed on Oct 1, 2023 get 2% lump sum bonus, and ALL EMPLOYEES (including per diems) employed on Sept 29, 2024 will receive 2% lump sum bonus. Lump sums will be paid out in the first pay period following Oct 1 in each of years 2023 and 2024. \$0.09 per hour reduction will serve as the employee contribution to Partnership Trust. Incentive Plans: maintain bonus program for year 2023 payable in 2024, transition to PSP in 2024 payable in 2025.</p>

Disability Plans	Short and long-term disability qualifies at 20 hrs versus 32 hrs.
Insurances	Includes Parent Medical Coverage, Benefits by Design Voluntary Programs, Survivor Assistance, Workers Compensation Leaves of Absence, Disability Insurance, Healthcare and Dependent Care Spending Account. Includes Health Plan, Dental Plan, Alternate Mental Health, Supplemental Medical, Travel Accident Insurance, and Professional Liability Coverage.
Leaves of Absence	Describes LOA like Family & Medical Leave/Pregnancy Disability. Supplemental Medical and Employer-paid Life Insurance will continue to be paid if you work 20 hrs or more. Also describes Military Leave and Occupational Leave. Personal Leave of Absence: You can make arrangements to continue paying for coverage not fully paid by the Employer or employee-paid benefits. Voluntary Leave for Disaster Service.
Pay definitions	Describes paid terms as defined in the contract. Makes it clearer when straight time vs regular rate of pay is referred to in the contract.
Post Retirement Benefits	Members who retire on or prior to Dec 31, 2023 will keep their existing retiree medical, and members who retire after Jan 1, 2024 will get improved retiree benefits.
Retirement Plans	Everyone maintains their existing plans.
Return to Bargaining Unit	It flags that if you come back within a year, and you have worked at least 6 months; then you keep your service credit for wages and benefits, and your previous BU seniority.
Union LOA	It follows the National Agreement and provides time to do union work.
Corrective Action	Will follow the Corrective Action program as established by the Alliance. Added reference in the back of the contract that flags if Level 3 should be repeated or advanced to a Level 4 when someone is facing a high level of discipline. Has reference to ability to remove corrective action within a year.