TA MCS 8-30-19
TA 88 8-30-19

SEIU/KP Bargaining
Union Proposal
8/30/19, 1:30 pm

This proposal is meant to amend language only in sections 3 and 4 of this Article.

ARTICLE 2: SCOPE OF AGREEMENT

Section 3. Subcontracting

A. ~~If the Employer believes there is a need to subcontract, the Employer shall exhaust all bargaining unit possibilities before using Kaiser temporary employees.~~ Prior to subcontracting any bargaining unit work, the Employer shall meet with the Union to discuss the matter in good faith, to the extent required by the National Labor Relations Act.

A list of subcontracted workers doing bargaining unit work, which could include those employees on Integrated Disability Management, shall be provided by the Employer to the Union on a monthly basis. ~~Upon the Union's request, the Employer shall meet with the Union to discuss the matter in good faith, to the extent required under the National Labor Relations Act.~~ The list provided by the Employer to the Union shall include all of the following information:

- Name and/or identity of subcontracted worker
- Facility and Department where worker is placed
- Date worker begins work in above noted
- Facility and/or Department Job Classification or category worker is placed
- Hours of employment assigned to worker.

B. If the Employer intends to subcontract any work within the listed classifications for a period exceeding six (6) months, the Unions shall be given one (1) month prior written notification. During this one month period ~~and upon request by the Union~~, the Employer shall discuss the matter in good faith with the Union, to the extent required by the National Labor Relations Act.

C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

Section 4. Job Classification Review Committee

A. In accordance with the provisions of this Section, there shall be a Job Classification Review Committee established. ~~as referenced in a settlement agreement between the Union and the Employer dated September 23, 2005~~. This committee shall include Labor and Management representatives and shall address issues arising from the following Sections of the Contract:

Article 2, Section 1, 2 and 3;

Article 5, Section 4;

Article 13, Sections 1, 2 and 3;

B. In addition to the above, and by mutual consent of the committee members, all serious issues concerning Contract compliance may be reviewed by this committee. There will be no

more than two (2) labor representatives from SEIU Local 105, appointed by Local 105. Additionally, one (1) SEIU Local 105 staff member shall also sit on the committee. There will be no more than three (3) Management representatives on the Job Classification Review Committee.

The committee will meet no less frequently than monthly, unless both parties agree not to meet, to discuss contract compliance on the above noted issues and will use collaborative decision making to resolve any disputes. In the event that the collaborative decision making process cannot develop consensus within the committee, Article 25 and Article 26 of the contract shall be utilized.

C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

Kaiser Proposed Tentative Agreement
July 2, 2019
KPCO & SEIU Local 105

Modify Article 2(4) as follows:

7/2/19
MM 7/2/19

Section 4. Job Classification Review Committee

A. In accordance with the provisions of this Section, there shall be a Job Classification Review Committee established. This committee shall include Labor and Management representatives and shall address issues arising from the following Sections of the Contract:

- Article 2, Section 1,2 and 3;
- Article 5, Section 4;
- Article 13, Sections 1 and 3;

B. In addition to the above, and by mutual consent of the committee members, all serious issues concerning Contract compliance may be reviewed by this committee. There will be no more than two (2) labor representatives from SEIU Local 105, appointed by Local 105. Additionally, one (1) SEIU Local 105 staff member shall also sit on the committee. There will be no more than three (3) Management representatives on the Job Classification Review Committee. The committee will meet no less frequently than monthly, unless both parties agree not to meet, to discuss contract compliance on the above noted issues and will use collaborative decision making to resolve any disputes. In the event that the collaborative decision making process cannot develop consensus within the committee, Article 25 and Article 26 of the contract shall be utilized.

C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

d. It is not the Employer's intent to establish jobs or job titles for the purpose of excluding such employees from the bargaining unit as established in the Agreement. It is the Employer's intent to establish jobs or job titles for the purpose of growing the union and developing a stronger partnership.

For Kaiser Foundation Health Plan of Colorado

Date: 7/2/19

For SEIU Local 105

Date: 7/2/19

Modify Article 3 as follows:

Section 4. Union Business

7/2/19 MCS 7/2/19

A. When an employee is hired into a bargaining unit position, the Employer agrees to provide the employee with the following:

1) A copy of this Agreement, including a review of Sections 1, 2 and 3 of this Article with the employee.
2) The names of Union Stewards, provided the Employer is in receipt of a current list of Union Stewards from the Union.
3) Written verification of the employee's starting hourly rate of pay and a review of the progression steps identified in Schedule A.
4) Information regarding the Employer's Credit Union.

B. For Union record-keeping purposes, the Employer agrees to mail/electronically mail to the Union, on a monthly basis, a listing of bargaining unit employee hires and terminations.

C. On a weekly basis, the Employer will mail/electronically mail to the Union a copy of the current job opening list for bargaining unit positions, including temporary and on-call openings.

D. The Employer will provide written notification of changes in job requirements as required by Article 13(2).

Section 7. Steward Education and Training

7/2/19 MCS 7/2/19

A. For Stewards and Stewards in Training, the Company shall permit the Union to provide four (4) paid hours per month or eight hours every other month to each Steward and Steward in Training on paid Company time. These Training and Development sessions shall be permitted to be aggregated to allow flexibility when more than four (4) hours are needed at any one time.

The Union shall provide the Company at least thirty (30) days' notice prior to any change in the meeting schedule.

B. The above reference for the paid hours shall remain in effect during the existence of the National

7/2/19
MCS 7/2/19

Agreement. In the event that the National Agreement is no longer in existence, the parties will meet to bargain the amount of time, if any, allocated for Steward Education and Training.

~~**Section 10. Hardship Fund**~~

~~A. The Union will submit to the Company, on an annual basis, a list of employees who wish to contribute to the S.E.I.U., Local 105 Hardship fund. This list will include the employee's name, employee number and location, with the accompanying authorization form. The authorization form will include an explanation of the fund, the purpose, who could benefit from the fund, etc. The Employer shall then deduct the amount of $2.00 from each authorizing employee's paycheck, on a monthly basis.~~

~~B. If automated or national consolidated efforts make it impractical for the Company to continue, such notification will be given to the Union with an opportunity to discuss alternatives.~~

For Kaiser Foundation Health Plan of Colorado

Date: 7/2/19

For SEIU Local 105

Date: 7/2/19

TA 88 9.27.19
MCS 9.27.19

SEIU/KP Bargaining
Union Proposal
9/19/19 by email

This proposal is meant to amend language only in sections 1 and 4 of this Article.

ARTICLE 3: UNION RECOGNITION, SECURITY AND BUSINESS MATTERS

Section 1. Union Recognition

A. The Employer recognizes the Union as the exclusive bargaining agent of the employees coming under the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions.

B. ~~Refer to Service Employees International Union (SEIU) Master Agreement.~~

~~B.1. Unit Clarifications, Accretions, and/or Agreements.~~

~~This Agreement shall also apply to any Employees who are added to the bargaining unit by unit clarification, accretion and/or Agreement of the parties.~~

~~B.2. Creation of New Classifications.~~

~~This Agreement shall also apply to any new classification(s) which may be established within the scope of duties now included within a covered bargaining unit.~~

~~Employees will be added to the bargaining unit through card check, accretion, or the disclaimer~~ **The** process **for reviewing new non-exempt, non-union classifications as referenced in Article 13(1)** ~~which is outlined~~ **is** as follows:

~~If determined that the work is non-represented: according to Article 13, Section 1:~~

1. Compensation will send the job description, union status recommendation and reasoning to the **Job Classification Review Committee (JCRC) as identified in Article 2(4).**
2. ~~JCRC~~ **The union** has 5 days to **identify any issues with the job description** ~~ask questions or express concerns~~.
3. If ~~JCRC~~ **The Union** does not respond within 5 business days, the position will be finalized ~~and may be posted~~.
4. **If there is a dispute as to (1) bargaining unit status or (2) grade/qualifications/duties** ~~If labor expresses a concern with the placement of the work within 5 business days~~ and the issue cannot be resolved within that timeframe, the position may be posted but must include language that states **either**
   - **A.** "The union and the company are currently investigating the bargaining unit status of this position. If it is determined that this is a bargaining unit position, bargaining unit status (seniority dates, dues payments etc.) will be applied on a retroactive basis based on the employment commencement date." **Or**
   - **B.** The union and the company are currently reviewing the grade/qualifications/duties of this position. If it is determined that the grade/qualifications/duties be changed (seniority dates, dues payments etc.) will be applied on a retroactive basis based on the employment commencement date."
5. The disputed position will then be discussed at the next JCRC meeting.

TA 88 9-27-19

6. *If the Union and the Employer are unable to agree on the status of the position in the JCRC meeting, the parties will meet regarding any disclaimers.*
7. If labor still disputes the **bargaining unit status of the position** *after the meeting outlined above*, ~~placement of the work~~, the process as outlined in Article 26, section 2 will be followed/applied (Steps of the Grievance and Arbitration procedure).

~~If determined that the work is represented: according to Article 13, Section 1:~~

1. ~~Compensation will send the new job description, union status recommendation, grade and reasoning to the JCRC.~~
2. ~~JCRC has 5 days to ask questions or express concerns.~~
3. ~~If JCRC does not respond within 5 business days, the position will be finalized and may be posted.~~
4. ~~If labor expresses a concern with the new job within 5 business days and the issue cannot be resolved within that timeframe, the position may be posted but must include language that states, "The union and the company are currently reviewing the grade/qualifications/duties of this position. If it is determined that the grade/qualifications/duties be changed (seniority dates, dues payments etc.) will be applied on a retroactive basis based on the employment commencement date."~~
5. ~~The disputed position will then be discussed at the next JCRC meeting.~~
6. ~~If after that meeting, labor still disputes the placement of the work, the process as outlined in Article 26, section 2 will be followed/applied (Steps of the Grievance and Arbitration procedure).~~

Section 4. Union Business

A. When an employee is hired into a bargaining unit position, the Employer agrees to provide the employee with the following:

1) A copy of this Agreement, including a review of Sections 1, 2 and 3 of this Article with the employee.

2) The names of Union Stewards, provided the Employer is in receipt of a current list of Union Stewards from the Union.

3) Written verification of the employees starting hourly rate of pay and a review of the progression steps identified in Schedule A or Schedule B/C.

4) Information regarding the Employer's Credit Union.

(No changes to sections B or C)

D. The Employer will provide written notification of changes in job requirements., consistent with the process contained in Article 13(2).

SEIU/KP Bargaining
Union Proposal
7/30/19, 10:30 am

This proposal is meant to amend language only in sections 2 and 3 of this Article.

ARTICLE 4: UNION AND MANAGEMENT RESPONSIBILITIES

Section 2. Hiring

When vacancies occur in positions subject to this Agreement, the Employer shall notify the Union. The Employer will consider qualified applicants referred by the Union, along with other qualified applicants from the outside. The Employer may employ the person who, in the Employer's judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant. For the job posting, bidding and selection process, please refer to Article 7.

Section 3. New Employee Orientation/New Hire

The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet with new bargaining unit members for ~~thirty (30)~~ forty-five (45) minutes during the New Employee Orientation period. The Employer will provide the Union Representative with New Employee Orientation schedules and updates as they occur. Such time will be scheduled within the new employee orientation agenda. It is further understood that, should the Union designate a Union Steward to meet with new employees, the Steward's time will be paid and the Steward will be released from work for the time needed to meet with employees.

For Kaiser Foundation Health Plan of Colorado

Date: 7/30/19

For SEIU Local 105

Date: 7.30.19

TA 88 9.27.19
MG 9.27.19

This proposal is meant to amend language only in sections 3 through 6 of this Article.

ARTICLE 5: EMPLOYEE DEFINITIONS

Section 3. Short-Hour Employees

A. A short-hour employee is defined as an employee regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per work week.

B. A short-hour employee shall be ineligible for the benefits and wage premiums outlined in this Agreement, with the exception of the following:

1) Paid rest periods
2) Premium pay for holiday worked
3) Tenure adjustments
4) Shift premium
5) Float premium
6) Work in a higher classification premium
7) Overtime for hours worked in excess of eight in one payroll day
8) 6th/7th day premium
9) Weekend premium
10) ~~Bereavement leave~~
11) ~~Jury duty pay~~
12) ~~Paid voting time off~~
13) ~~Leaves of absence~~
14) Mileage reimbursement

C. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, a short hour employee shall receive a premium of one dollar, fifty cents ($1.75~~0~~) per hour above his/her regular straight- time rate of pay.

D. A short-hour employee shall receive step increases in twice the time identified in the Schedule A wage schedule. For example, it will take a short-hour employee two years to progress from Step 2 to Step 3.

E. A short-hour employee designated as a regular employee shall be eligible for benefits on the date he/she is designated a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.

TA 88 9.27.19
MG 9.27.19

Section 4. Temporary Employees

A. A temporary employee is defined as an employee hired to work any predetermined work schedule which does not exceed six months in duration. This section shall not apply to those temporary employees hired from an agency. ~~not paying union dues.~~ In instances where the temporary employee is replacing an employee on leave of absence, the temporary status will automatically be extended for the duration of the leave. Specific exceptions to provide for an additional and limited time period in a temporary status for other temporary employees may be made by mutual agreement, in writing, by the parties. Upon receipts of notification of such, the Union may request a meeting to discuss the reasons and duration for such requests. There may be circumstances where it is appropriate for the temporary employee in an extended assignment to receive health care coverage. Such arrangements can be made by mutual agreement of the parties.

B. Temporary employees shall be ineligible for the benefits, wage premiums and tenure adjustments outlined in this Agreement, with the exception of the following:

1) Paid rest periods
2) Premium pay for holiday worked
3) Shift premium
4) Float premium
5) Work in a higher classification premium
6) Overtime for hours worked in excess of eight in one payroll day
7) 6th/7th day premium
8) Weekend premium
9) ~~Bereavement leave~~
10) ~~Jury duty pay~~
11) ~~Paid voting time off~~
12) ~~Mileage reimbursement~~

C. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, a temporary employee shall receive a premium of one dollar, seventy-five cents ($1.75) ~~fifty cents ($1.50)~~ per hour above his/her regular straight- time rate of pay.

D. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

TA 88 9.27.19
MC) 9.27.19

E. A temporary employee designated as a regular employee shall be eligible for benefits on the date he/she is designated a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.

F. Hours worked as a temporary employee shall be included for purposes of determining eligibility for and accumulation of seniority and future tenure adjustments on the date the employee is designated as a regular or short-hour employee.

G. Employees hired, promoted, or transferred into temporary jobs shall be eligible to bid on job vacancies only during the four (4) week period immediately prior to completion of their temporary assignment.

H. A temporary employee who transfers into a regular position and fails to pass the evaluation period in the new position will be returned to the former or available comparable, temporary position, for which he/she qualifies.

Section 5. On-Call Employees

A. An on-call employee is defined as an employee hired to work on an intermittent basis.

B. On-call employees shall be ineligible for the benefits, and wage premiums with the exception of the following:

1) Paid rest periods
2) Premium pay for holiday worked
3) Shift premium
4) Float premium
5) Work in a higher classification premium
6) Overtime for hours worked in excess of eight in one payroll day
7) 6th/7th day premium
8) Weekend premium
9) ~~Paid voting time off~~
10) ~~Mileage reimbursement~~

C. An on-call employee shall receive step increases in twice the time identified in the Schedule A wage schedule. For example, it will take an on-call employee two years to progress from Step 3 to Step 4.

D. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, an on-call employee shall receive a premium of one dollar, seventy-five cents ($1.75) ~~fifty cents ($1.50)~~ per hour above his/her regular straight-time rate of pay.

TA 88 9.27.19
MG 9.27.19

E. Except when replacing temporarily absent employees, an on-call employee who regularly works a predetermined work schedule for a period of four (4) months or more shall be eligible for reclassification to either regular full-time, regular part-time, or short-hour ~~or temporary status~~, upon the supervisor's or the Union's written request to the Human Resources Department.

A temporary absence for the purposes of this section is defined as an approved/required absence with the expectation that the employee will return to work (even if they don't).

A predetermined work schedule for purposes of this section is defined as:

- Employee knows and agrees to a schedule in advance
- Management offers scheduling options and employee accepts in advance
- Posted consistent* schedule includes on-calls in advance

*Consistent = Hours worked at least four months as below:

693.33 Hours	= 1.0 FTE
624	= 0.9
554.66	= 0.8
485.33	= 0.7
416	= 0.6
346.66	= 0.5
Less than 0.5 = Short Hour	

F. If an on-call employee is reclassified to regular full-time or regular part-time status in accordance with the On Call Reclassification Review Process ~~this provision~~, s/he shall receive wage and benefit adjustments as follows:

1) The effective date for any wage and FTE adjustment shall be at the beginning of the month following the date the employee enrolls in the benefit plans, at which time his/her premium in lieu of benefits will be discontinued. The employee will receive retroactive credit from the date s/he began working a regular and continuous work schedule, up to a maximum of one year from the date that Human Resources is notified in writing by the supervisor, in determining his/her wage adjustment, if applicable, and next step increase.

2) The effective date for accrual of sick leave, vacation and holiday benefits and for credit toward meeting the waiting period for other benefits shall be the date on which the employee began working a regular and continuous work schedule; however, an employee may receive a maximum retroactive credit of one year from the date Human Resources is notified in writing by the supervisor. The effective date for use of vacation benefits shall be at the beginning of the month following the date that the

TA 88 9.27.19
MC 9.27.19

employee enrolls in the benefit plans, or one year from his/her retroactive accrual date, whichever is later. The effective date for use of sick leave benefits, holiday benefits, and for coverage under health care and other insurance plans shall be at the beginning of the month following the date that the employee enrolls in the benefit plans, provided s/he meets the applicable waiting period.

3) Hours worked as an on-call employee shall count towards seniority as calculated pursuant to Article 6(2), tenure adjustments and job experience related to a position for which they may apply. ~~See Article 6(2) for further information on accumulation of seniority.~~

G. ~~F.~~ The following represents the availability and accessibility expectations of on-call employees of Kaiser Foundation Health Plan of Colorado:

1) On-call employees may occasionally be unavailable for work. If an on-call employee is unavailable for work, the employee shall be responsible to telephone his/her supervisor for the purpose of notifying him/her of the anticipated length of the unavailability. However, on call employees shall make themselves available a minimum of 4 ~~to 8~~ shifts per month based on department need.

2) On-call employees shall be expected to work at all facilities as directed by the appropriate supervisor.

3) On-call employees will often receive short notice of work assignments.

4) To the extent reasonable and practical, the supervisor will provide the employees the number of hours of work which are offered at the time the employee is called in to work.

5) Should the Company determine that an on-call employee's unavailability is such that it impairs the Company's ability to meet staffing requirements; the employee shall be notified that continued unavailability may result in termination from the Company. However, in the event an on-call employee declines a shift assignment of three hours or less, it shall not be held against the employee.

Section 6. Float Pool

Internal replacement services will be provided by the Employer to provide staffing assistance throughout the region in classifications determined by the Employer.

A. Regular status Float Pool employees shall be hired to work up to forty (40) hours per week and shall be eligible for benefits, seniority, and tenure adjustments as described in the Agreement between the parties for regular full-time or regular part-time employees, except as provided herein. Employees hired for or assigned to the Float Pool shall be cross-trained to work in multiple facilities, work units, and/or departments. New employees to the Float Pool shall receive an orientation and training period relevant to their experience and knowledge, consistent

TA 88 9.27.19
MC) 9.27.19

with established standards and expectations of existing organizational programs. Orientation and training will include appropriate on-site and departmental placement.

B. The Float Pool may hire on-call employees to replace regular Float Pool employees as necessary to work additional Float Pool assignments. On-call employees within the Float Pool are subject to contract provisions, Article 5, Section 5, Paragraphs A, B and C. It is understood that part of the expectation for on-call employees is the availability for short-notice same day assignments. On-call employees must follow the normal policies and procedures of the organization and the Float Pool Department, i.e., timekeeping, call-in, performance standards, etc. Employees who have been placed on KTO (Kaiser Time Off), may call the Float Pool managers/supervisors and/or scheduling coordinators for their availability for additional hours. Preference will be given to employees who would receive pay for straight time hours by seniority.

C. Employees will be available for pre-scheduled, short notice or same day assignments. Employees that are required to be available for same day assignments will be available between 7:00 a.m. and 9:00 a.m. and shall be subject to the following provisions: (a) the employee shall be paid two dollars and fifty cents ($2.50) per hour for each hour spent in such capacity, and three dollars ($3.00) per hour for each hour spent in such capacity on a recognized holiday, (b) when assigned on a same day basis, actual work time shall begin when the employee arrives at the work area ready to begin work and shall end when the employee completes the assignment and leaves the work area. Pay for the hours worked shall be at the employee's regular straight-time pay, excluding hours worked in excess of forty (40). ~~Regardless of when an employee is contacted for a same day assignment, employees shall receive at least one (1) hour of same day premium. There shall be no proration of this premium.~~ The Employer shall utilize Float Pool regular and part time employees before on-call employees whether on-call employees in the Float Pool or in the region. Employees may indicate preference for locations, departments, and scheduled days off. If an employee's request for preference of location or department assignment cannot be accommodated due to qualifications needed, staffing needs, feedback forms, etc., the Employer will assign the employee to facilities as needed.

D. Consideration will be given to granting preference for scheduled days off subject to efficient operations and adequate staffing. Preferences for scheduled days off will be decided by Float Pool seniority.

E. Float Pool employees shall be eligible for float premium as described in Article 15, Section 6 as well as any other premiums described in Article 15 that a regular or part time employee would be entitled to.

F. Float Pool employees who are required by the Employer to travel from one work assignment to another during the course of the workday shall be eligible for travel time up to a designated amount of time allowed for distance between each facility (travel time calculated by using Map Quest).The designated travel time shall be calculated into total hours worked for pay purposes.

TA 88 9-27-19
MC 9-27-19

G. The Employer will reimburse Float Pool employees for any business related mileage beyond the distance between the employee's home and the nearest Kaiser Permanente facility at the Internal Revenue Service approved non-taxable mileage allowance rate as amended from time to time in the Internal Revenue Code.

H. Employees shall be eligible to bid on promotions after six (6) months of service. Employees shall be eligible to bid after twelve (12) months of service on positions representing lateral or downward transfers.

ARTICLE 6. SENIORITY

Section 1. Definition of Seniority

Except as otherwise provided, seniority shall be defined as that period of service within the bargaining unit in any of the Employer's facilities from date of hire. Seniority shall be utilized, as specified in this Agreement, to grant preferences in promotions, transfers, job security, shift assignments and other employment privileges. Seniority shall not be utilized for the determination of wage rates, tenure adjustments or benefits.

Section 2. Accumulation of Seniority

A. Except as otherwise provided, regular employees shall accumulate seniority based upon length of service within the bargaining unit in any of the Employer's facilities from date of hire. Short-hour, temporary and on- call employees shall accumulate seniority on the basis of all hours worked within the bargaining unit, up to eighty (80) in a pay period (including overtime), from date of hire. For purposes of converting seniority from hours to months or months to hours, 173.33 hours of work shall equal one month of service.

B. Seniority shall continue to accumulate during any approved leave of absence for periods of twelve (12) months or less. ~~not accumulate during an unpaid leave of absence of one month or more. However, seniority shall continue to accumulate during medical disability leaves of absence, including those which are the result of on-job injuries which qualify the employee for Workers' Compensation payments.~~ Additionally, seniority shall continue to accumulate during any period of time and employee is on Union Leave described in Article 3, Section 8 of this Contract. The Union seniority will be applied once the employee returns to a Local 105 bargaining unit position.

For Kaiser Foundation Health Plan of Colorado
Date: 7/30/19

For SEIU Local 105
Date: 7.30.19

TA 88 8·30·19
TA MG 8·30·19

SEIU/KP Bargaining
KP Proposal
8/30/19

This proposal is meant to amend language only in section 1, subsections A, D & E of this Article.

ARTICLE 7: JOB POSTING, BIDDING AND SELECTION

Section 1. Job Posting

A. Once the decision has been made to fill a job vacancy, there should be no unreasonable delay in the processing or filling of the job vacancy, by the employer or employee. When approved personnel requisitions are received by the Human Resources Department, the jobs shall normally be posted in each facility, using hard copy and/or electronic media (e.g. Intranet) on the following business day. Vacancies for regular and short- hour positions shall be posted for the same three (3) business days at all facilities. An employee must bid within the three (3) day posting period to receive consideration for the vacancy pursuant to this Agreement. The employer agrees to periodically communicate the status of unfilled vacancies to the employees in the affected group. ~~Once a job description is done through the Job Classification Review Committee, no additional info will be added to the job postings.~~

D. When the Employer adds a new facility covered by the bargaining unit, the new jobs available shall be considered vacancies and shall be posted for bidding. However, when the Employer transfers a department or service or support staff from one location or facility to another, the jobs involved shall not be considered vacancies, and no job postings shall be required. The employees involved shall have the option to either transfer to the new location or facility or to bid into a different position, without regard to the three (3) or six (6) month bid limitation described in this Article. In assigning staff to a different location, the employer will first seek qualified volunteers among those affected, in seniority order. In the event there are no volunteers, assignment will be made in inverse seniority order, among those qualified to perform the jobs.

E. Job postings will include standard minimum requirements and criteria specific to the actual job duties as approved through the Job Classification Review Committee.

Kaiser/SEIU Bargaining
SEIU Proposal
July 17, 2019 3 pm

Modify Article 7 as follows:

Section 7. Job Posting, Bidding and Selection

F. In the event a job is posted listing certain qualifications, and no bidder meets those qualifications, and the Employer is willing to accept an applicant with lesser qualifications, then the job shall be re-posted with the lesser qualifications listed. The Union and the Employer shall discuss lesser qualifications before the job is reposted with the lesser qualifications

For Kaiser Foundation Health Plan of Colorado

Date: 7/30/19

For SEIU Local 105

Date: 7.30.19

Kaiser/SEIU Bargaining
SEIU Proposal
July 17, 2019 3 pm

Modify Article 7.4.C as follows:

Section 7.4.C Evaluation Period

C. An employee who chooses not to remain in the new position may return to their former position within fourteen (14) calendar days from ~~the date of transfer or promotion~~ the first day the employee begins the new position without loss of seniority or former wage rate.

For Kaiser Foundation Health Plan of Colorado

Date: 7/30/19

For SEIU Local 105

Date: 7-30-19

SEIU/KP Bargaining
KP Proposal
9/19/19

This proposal is meant to amend language only in sections 2 and 4 of this Article.

ARTICLE 8: DAYS AND HOURS OF EMPLOYMENT

Section 2. Definitions

A. The term "workday," as used in this Agreement, shall refer to a day on which an employee is scheduled to work.

B. The term "business day," as used in this Agreement, shall refer to the five business days from Monday through Friday, excluding holidays.

C. The term "calendar day," as used in this Agreement, shall refer to the seven calendar days from ~~Monday through Sunday~~ Sunday through Saturday, including holidays.

D. The term "payroll day", as used in this Agreement, shall mean and consist of a twenty-four (24) hour period beginning at 12:01 a.m. each day.

E. The term "payroll week", as used in this Agreement, shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Sunday. ~~Monday.~~

F. The term "normal workweek," for regular full-time employees as used in this Agreement, shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour workdays followed by two (2) consecutive days of rest, except as provided in this Agreement.

Section 4. 4/40 Work Schedules

When the Employer determines that a 4/40 ~~or 12-Hour~~ work schedule would better meet patient/member needs in a particular facility, department or work group, the following provisions shall apply:

A. Prior to implementation, the Employer agrees to ~~notify~~ meet and **consult** ~~confer~~ with the Union ~~and discuss~~ at least sixty (60) days prior to implementation of a 4/40 ~~or 12 hour work~~ schedule. ~~to regarding the need for a 4/40 schedule~~.

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~~B. The parties agree that the 4/40 schedule in any department will be initially conducted for trial period of three (3) months. Either party may request this program be re-evaluated by serving a written notice on all parties involved at the end of the trial period. Both parties shall reserve their rights to extend, modify or terminate the 4/40.~~

C. The Employer shall exercise a good faith effort, subject to the requirements of efficient operations, to schedule regular full-time employees to work ten (10) hours per day and forty (40) hours per week during which there are three (3) consecutive days of rest. However, a 3/30 schedule is also possible within the guidelines of this section.

SEIU/KP Bargaining
KP Proposal
9/19/19

D. Employees on a 4/40 schedule shall be paid at the rate of time-and-one-half (1-1/2) the straight-time hourly rate of pay for all hours of work performed in excess of ten (10) hours in any one payroll day or for all hours of work performed in excess of forty (40) hours in any one payroll week.

~~Employees working the alternative three (3) twelve (12) hour shifts shall be paid at the rate of time-and-one-half (1-½) the straight-time hourly rate of pay for all hours worked performed in excess of twelve (12) hours within one payroll day or forty (40) hours within one payroll week. For purposes of accruals (sick, vacation) employees shall be treated as a 1.0 FTE. This provision shall not apply if the employee bids out to another position.~~

E. Employees assigned to a scheduled work week of twenty-eight (28) hours or more during a period of more than five (5), six (6) or seven (7) workdays shall be paid at the rate of time-and-one-half (1-1/2) the straight time hourly rate, including applicable shift premium, for all hours of work assigned by the supervisor and performed by the employee on the fifth (5th), sixth (6th) or seventh (7th) consecutive day regardless of payroll week and regardless of whether such hours of work are in excess of forty (40) within one (1) payroll week.

F. To assure equity, regular full-time employees on a 4/40 ~~or 12 hour~~ work schedule shall be paid for holidays worked in exactly the same fashion as specified in this Agreement for regular full-time employees. Pay for holidays not worked shall be ~~eight (8)~~ ten (10) hours for employees on a 4/40 schedule. ~~and twelve (12) hours for employees on a 12 hour schedule~~. However, holiday pay for 4/40 employees ~~on either schedule~~ shall ~~not~~ count as time worked for purposes of computing overtime for work performed later in the same payroll week.

G. If there is a vacancy or new position, the employer may post as a ten-hour shift. Such shift shall be subject to Article 7~~(2)~~ and this Article. ~~8(4)(D), (E), (F) and (G).~~

If the above modifications and ~~attached~~ the Surgical First Assistant Letter of Understanding (which can be found at the back of this Collective Bargaining Agreement) are agreed to, effective 1/1/2020, the employer will:

1) Increase the weekday evening, the weekday night and the weekend day differential by $0.25; bringing the differentials to $2.15 for weekday evening, $2.75 for weekday night, and $1.40 for weekend days, and; ~~based upon its decision to implement the same absent mutual agreement.~~
2) Increase the standby pay by $3.00 per hour to $5.50.

For Kaiser Foundation Health Plan of Colorado
Date: 9/19/19

For SEIU Local 105
Date: 9.19.19

SEIU/KP Bargaining
Union Proposal
7/30/19, 10:30 am

This proposal is meant to amend language only in section 7 of this Article.

ARTICLE 8: DAYS AND HOURS OF EMPLOYMENT

Section 7. Rest and Meal Periods

A. Each employee shall receive a fifteen (15) minute paid rest period during each uninterrupted four hour segment of work. One (1) of the above referenced fifteen (15) minute paid rest periods may be combined with the meal period. An employee who works ten (10) hours or more shall receive an additional fifteen (15) minute paid rest period.

B. If an employee is required to work through a rest period, s/he shall be paid time-and-one-half (l-l/2) his/her straight-time hourly rate of pay for such work. However, upon mutual agreement between the employee and the supervisor, the missed rest period may be combined with the meal period at no premium pay.

C. If an employee is required to work through a meal period, s/he shall be paid time-and-one-half (l¬1/2) his/her straight-time hourly rate of pay for such work.

D. The Employer agrees, to the extent practical, to cross-train a sufficient number of employees for the purpose of providing effective rest and meal period relief.

E. The primary responsibility for insuring that employees are able to take rest and meal periods shall rest with the Employer. Employees shall be granted flexibility in the scheduling of their breaks and meal periods consistent with operational needs.

F. Time spent in meetings which are compelled by the Employer shall count as time worked.

G. Employees shall not be denied time-and-one-half (l-1/2) payment for missed rest or meal periods due to lack of pre-authorization by a manager or designee if such pre-authorization is not practical under the existing operating circumstances. Where appropriate, pre-authorization may be specifically requested by the supervisor. In the event the supervisor or designee is not accessible, either in person or via pager, to approve such, the employee may use his/her judgment regarding the necessity to work through breaks/lunch.

H. Management will not ask employees to waive their rights under the provisions of this Section.

I. The Employer and the Union agree to establish a joint labor/management work team to identify and remedy areas where working off the clock, including where compliance with contractual breaks/lunches periods are problematic.

For Kaiser Foundation Health Plan of Colorado

Date: 7/30/19

For SEIU Local 105

Date: 7-30-19

SEIU Proposal
9/27/19

Letter of Understanding
Between
Kaiser Foundation Health Plan of Colorado and
Colorado Permanente Medical Group, P.C. ("the Company")
And
Service Employees International Union, SEIU Local 105 ("the Union")

Non-Precedent-Setting. The parties enter this agreement on a non-precedent-setting basis in its entirety and modifies the collective bargaining agreement only as to the creation of twelve-hour shifts for Surgical First Assistants. ~~in the Kaiser Ambulatory Surgery Center (KASC)~~.

Background and Agreement. The employer has begun the process of transforming how it does business which has led to the decision to internalize more surgeries. In order to meet the stated need of the employer to do so, the parties agree to the following:

1) 12-Hour Shifts
   a. Effective upon ratification of the agreement, the employer can implement 12-hour shifts with Surgical First Assistants;
   b. Shifts will be from 7003~~0~~ AM to 730 PM unless modified under the relevant provisions of the collective bargaining agreement; and
   c. ~~Two each location shall be~~ This does not mean 12-hour shifts shall be exclusive and ten-hour shifts may be an option. Management will meet and consult with the union about the mix of shifts and the process to fill them prior to implementation. ~~but if incumbent employees leave shall be converted to 12-hour shifts.~~

2) Effect of Implementation
   a. The ~~pager~~ standby pay shall increase by $3.00 to $5.50 for non-holidays, and shall increase by $3.00 to $6.00 on holidays, effective 1/1/20;
   b. The weekday evening, the weekday night and the weekend day differential shall increase by 0.25, bringing the differentials to $2.15 for weekday evening, $2.75 for weekday night, and $1.40 for weekend days.
   c. ~~Holliday~~ Holiday pay shall be paid as outlined in Article 16 of the collective bargaining agreement ~~expect~~ except each employee shall receive 12-hours of holiday pay.

3) Accruals
   a. For purposes of accruals (sick, vacation) employees shall be treated as a 1.0 FTE even though they will be working .9 FTE; however,
   b. This provision shall not apply if the employee bids out to another position.

For the Company	9/27/19 Date	For the Union	9.27.19 Date

SEIU/KP Bargaining
Union Proposal
7/31/19, 11:00 am

This proposal is meant to amend language only in section 2 of this Article.

ARTICLE 9: OVERTIME AND ALLOWED TIME

Section 2. Definitions

A. The term "payroll week," as used in this Agreement, shall mean and consist of the seven (7) day period beginning at 12:01 a.m. ~~Monday~~ Sunday.

B. The term "payroll day," as used in this Agreement, shall mean and consist of a twenty four (24) hour period beginning at 12:01 a.m. each day.

For Kaiser Foundation Health Plan of Colorado

Date: 7/31/19

For SEIU Local 105

Date: 7-31-19

This proposal is meant to amend language only in section 6 of this Article.

ARTICLE 10: JOB SECURITY CONSIDERATIONS

Section 6. Recall Procedure

Employees whose jobs are eliminated due to reorganization as outlined in Section 1.B., above, shall be eligible for recall subject to the provisions of this Section:

A. Laid-off or displaced employees shall continue to accumulate seniority for the duration of their recall period.

~~B. Job classification openings shall first be offered to eligible employees who previously held the job and have displaced an employee, as described in Section 1 of this Article, in order of seniority, and shall then be offered to those on layoff in order of seniority. If there are no eligible employees on layoff who previously held the job classification, then the job shall be filled pursuant to Article 7.~~

~~C. Employees with less than two (2) years of seniority shall have recall rights for six (6) months following the date of layoff. Employees with two or more years of seniority shall have recall rights for twelve (12) months following the date of layoff.~~

B. Employees most recently laid off or displaced within the immediate past twelve (12) months shall be the first to be recalled in seniority order by the Employer, if they are available and are still qualified to perform the work involved. Current employees shall be notified by email send with a read receipt requested. Laid off or displaced employees shall be notified of recall by certified or registered mail (return receipt requested) addressed to the employee's last reported address on file with the Employer. A copy of such notices shall be forwarded to the Union. The laid off or displaced employees must advise the Employer within seven (7) work days after receipt of such notice whether or not he/she accepts reemployment or previous position. In the event no reply is received by the Employer within the aforesaid period, the next employee on the seniority list is to be recalled instead.

1. Should the Employer be in urgent need of an employee to fill a position, any laid off or displaced employee available may be recalled by telephone at once, on a temporary basis, pending notification of recall to other laid off or displaced employees. To expedite notice to laid off or displaced employees, the Employer may notify more than one (1) such employee at the same time.

2. If there are no eligible active employees who previously held the job classification, then the job shall be filled pursuant to Article 7. Employees with less than two (2) years of seniority shall have recall rights for six (6) months following the date of displacement. Employees with two or more years of seniority shall have recall rights for twelve (12) months following the date of displacement.

MCJ

C. At the time of layoff or displacement, employees may submit written notification to Human Resources that they are willing to be recalled to other positions within their professional field and for which they are qualified. Such employees will then be recalled, in seniority order, into the classification in which a vacancy occurs first. Employees recalled into a different classification then held at the time of layoff or displacement will be subject to an evaluation period. Employees failing an evaluation period on recall will return to lay off status.

D. Employees laid off or displaced shall be eligible for recall for a period of one (1) year from the date of layoff.

E. Employees not recalled within one (1) year following the date of layoff or displacement shall be processed as a voluntary termination.

F. The Employer shall send the recall notice, by certified mail, to the employee's last-known address. Employees not reporting for work within fourteen (14) calendar days of the date the recall notice was received shall be considered to have voluntarily terminated.

G. Employees recalled from layoff or displacement may refuse if the position being offered is more than thirty (30) miles from their previous facility. In such event, the employees will maintain recall rights.

Kaiser ~~Proposed~~ Tentative Agreement
July 16, 2019
KPCO & SEIU Local 105

Modify Article 13 as follows:

Section 13.1.B.

B. The Employer shall establish the job description, grade and wage rate for such classification; and the description, grade and wage rate established shall be discussed with the Union, Management, and affected employee(s) prior to implementation. The grade and wage rate established shall have a fair and proper relationship to those set forth in Schedule A and Schedule B/C.

For Kaiser Foundation Health Plan of Colorado

Date: 7/16/19

For SEIU Local 105

Date: 7·16·19

SEIU/KP Bargaining
Union Proposal
7/31/19, 11:00 am

This proposal is meant to amend language only in section 3 of this Article.

ARTICLE 15: WAGE PREMIUMS

Section 3. Work in a Higher Classification Premium

A. An employee temporarily assigned the major duties and responsibilities of a higher-rated Schedule A classification for an increment of not less than (1) one hour shall receive a premium of sixty-five cents ($.65) per hour for each grade, up to a maximum of one dollar and ninety-five cents ($1.95) for three (3) or more grades, for all hours worked in the higher-rated classification.

B. An employee temporarily assigned the major duties and responsibilities of a higher-rated Schedule B or C classification for an increment of not less than one (1) hour shall receive a premium of one dollar and fifty-five cents ($1.55) per hour for all hours worked in the higher-rated classification.

C. Management has sole discretion to assign Schedule A employees to work in a schedule B/C position, if qualified or Schedule B/C employees to work in a schedule A position, if qualified. When a schedule B/C employee is temporarily assigned the major duties and responsibilities of a Schedule A classification for an increment of not less than (1) one hour shall receive a premium of $1.95. When a schedule A employee is temporarily assigned the major duties and responsibilities of a Schedule B or C classification for an increment of not less than one (1) hour shall receive a premium of one dollar and fifty-five cents ($1.95).

For Kaiser Foundation Health Plan of Colorado

Date: 7/31/19

For SEIU Local 105

Date: 7-31-19

TA 88 9-27-19
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This proposal is meant to amend language only in sections 1 through 4 and 6, 7, and 9 of this Article.

ARTICLE 15: WAGE PREMIUMS

Section 1. Shift Premium

A. Any employee who works a shift of three (3) hours or more, commencing at or after 3:00 p.m. but prior to 11:00 p.m., and ending at or after 6:00 p.m., shall receive an evening shift premium of ~~one dollar and ninety cents ($1.90)~~ two dollars and fifteen cents ($2.15) per hour for all hours worked. However, employees who work a shift which commences prior to 3:00 p.m., and for which the employee works at least four hours within the evening shift eligibility period, shall receive evening shift premium for those hours worked after 3:00 p.m. For example, an employee whose shift begins at 12:00 noon and ends at 11:00 p.m. shall receive an evening shift premium from 3:00 p.m. – 11:00 p.m.

B. Any employee who works a shift of three (3) hours or more, commencing at or after 11:00 p.m. but prior to 6:00 a.m., shall receive a night shift premium of ~~two dollars and fifty cents ($2.50)~~ two dollars and seventy five cents ($2.75) per hour for all hours worked. However, employees who work a shift which commences prior to 11:00 p.m., and for which the employee works at least four hours within the night shift eligibility period, shall receive night shift premium for those hours worked after 11:00 p.m. For example, an employee whose shift begins at 7:00 p.m. and ends at 3:00 a.m. shall receive a night shift premium from 11:00 p.m. - 3:00 a.m. Employees who commence work at or after 4:30 a.m. will receive night shift differential for the hours worked between the starting time and 6:00 a.m. In no case will night shift differential be paid for more than ten (10) consecutive hours.

C. Shift premium shall be included in holiday, vacation, sick leave and overtime.

Section 2. Weekend Premium

Any employee who works a shift of three (3) hours or more between 12:01 a.m. Saturday and 12:00 p.m. Sunday shall receive a weekend premium of ~~one dollar and fifteen cents ($1.15)~~ one dollar and forty cents ($1.40) per hour for those hours worked during that period. This premium, shall be pyramided with shift premium, when applicable.

Section 3. Work in a Higher Classification Premium

An employee temporarily assigned the major duties and responsibilities of a higher-rated Schedule A classification for an increment of not less than (1) one hour shall receive a premium of ~~sixty-five cents ($.65)~~ ninety cents ($.90) per hour for each grade, up to a maximum of ~~one dollar and ninety-five cents ($1.95)~~ two dollars and twenty cents ($2.20) for three (3) or more grades, for all hours worked in the higher-rated classification.

B. An employee temporarily assigned the major duties and responsibilities of a higher-rated Schedule B or C classification for an increment of not less than one (1) hour shall receive a

TR SB 9-27-19
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premium of ~~one dollar and fifty-five cents ($1.55)~~ one dollar and eighty cents ($1.80) per hour for all hours worked in the higher-rated classification.

Section 4. Premium in Lieu of Benefits

In lieu of eligibility for certain benefits and wage premiums outlined in this Agreement, short-hour, temporary and on- call employees shall receive a premium of ~~one dollar and fifty ($1.50)~~ one dollar and seventy five cents ($1.75) per hour above their regular straight-time rate of pay.

Section 6. Float Premium

A. An employee designated as a float whose primary job is to float from one department to another, as unassigned relief, shall be paid a premium of one dollar and sixty cents ($1.60) ~~two dollars ($2.00)~~ per hour for all hours worked.

B. Float premium will not apply to an employee whose regular work assignment requires performing work in more than one department, such as a Stock Clerk or a Mail Clerk.

Section 7. ~~Pager Unit~~ Standby Pay

A. Employees who are assigned ~~pager unit~~ standby duty outside of their regularly scheduled hours shall be paid ~~two dollars and fifty ($2.50)~~ five dollars and fifty cents ($5.50) per hour for each hour spent in such capacity, and ~~three dollars ($3.00)~~ six dollars ($6.00) per hour for each hour spent in such capacity on a recognized holiday. Unless otherwise specified by the supervisor, an employee shall not be considered on ~~pager unit~~ standby duty after 3 hours have elapsed following the beginning of the shift to which duty is served.

B. When called in, actual work time shall begin when the employee arrives at the facility to which s/he was called and shall end when the employee leaves the same facility. Pay for hours actually worked shall be at the employee's regular straight-time rate of pay, excluding hours worked in excess of forty (40). The Reporting Pay provision of the Labor Agreement is waived when this pay provision is invoked.

C. However, employees assigned ~~pager~~ standby status and who do not respond to a call in a timely manner or are unavailable for work shall forfeit ~~pager~~ standby unit pay for the duration of the assigned period.

D. ~~Pager~~ Standby unit hours shall not count as time worked for purposes of computing overtime for work performed later in the same payroll week.

Section 9. Translation and Sign Language Premium

In the interest of supporting cultural diversity, a multilingual committee composed of members from the bargaining unit and management will be appointed. Bargaining unit representatives will be appointed by the Union. The Committee will identify needs throughout the Region and establish criteria for eligibility to receive the Translation and Sign language premium of seventy-

five cents ($.75)/hour. $~~$0.58/hour~~. ~~Employees working in the Language Resource Center shall receive one dollar and twenty-five cents ($1.25) per hour~~.

TA 88 8·30·19
MC) 8·30·19

SEIU/KP Bargaining
KP Proposal
8/30/19

This proposal is meant to amend language only in section 4 of this Article.

ARTICLE 16: HOLIDAYS

Section 4. Float Holidays/Flexibility Personal Hours

A regular employee shall receive four (4) float holidays and eight (8) flexible personal hours each ~~anniversary~~ calendar year, in accordance with the following:

1) During the first year of eligibility, the employee shall earn and may use up to four (4) float holidays following completion of three (3) months of service as a regular employee. Thereafter, float holidays shall be taken during the twelve (12) month period following the date of eligibility for the float holiday(s). Float holidays not taken in the ~~anniversary~~ calendar year earned shall not carry over to the next year. Employees must use their four (4) float holidays and eight (8) flexible personal hours by ~~the last pay period in~~ December 31.

Commented [MCS1]: With implementation of the new HRIS system.

2) For the purpose of Work Life Balance, employees shall receive four (4) Float Holidays and ~~one (1) Sick day~~ eight (8) flexible personal hours ~~will be converted to five (5) Personal days (40 Hours). These~~ Flexible personal hours can be used in increments of no less than 2 hours and will not be counted towards attendance.

3) See National Agreement.

TA MCS 9/10/19
TA SS 9.10.19

SEIU/KP Bargaining
KP Proposal
9/10/19

This proposal is meant to amend language only in sections 2, 3 and 7 of this Article.

ARTICLE 17: VACATION

Add to new section 1, new subsection (F):

(F) Notwithstanding any other provisions of this Agreement, an employee shall be required to use all benefited time prior to being in an unpaid status. After all benefited time is used, the granting of unpaid time shall be at the discretion of the manager except as required by law. (An example of a situation under which a manager may exercise such discretion is – if an employee should suffer from extraordinary or emergent circumstances under which they exhaust all benefited time, the manager can allow the employee to take approved vacation time unpaid.)

Section 2. Vacation Pay

A. Pay for vacation shall be at the employees regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had s/he worked his/her normal shift that day. This provision will also apply in instances where a regular employees FTE has previously increased or decreased. ~~, except in cases where an employee has requested and the supervisor has approved an exception.~~

B. The following examples serve to illustrate the intent of this Section:

Example #1:	Mon.	Tues.	Weds.	Thurs.	Fri.
Normal Schedule	8	8	8	off	off
Actual Schedule	8	Vac.	Vac.	off	off

FTE = .6
Vacation Pay = 16 hours

Example #2:	Mon	Tues	Weds.	Thurs.	Fri.
Normal Schedule	8	6	4	8	6
Actual Schedule FTE =.8 Vacation Pay = 18 hours	Vac.	Vac.	Vac.	8	6

C. The Employer will issue a separate advanced vacation check for approved, accrued vacation, provided the employee has notified the supervisor of their payment request at least one week in advance and the paid time- off period requested is at least one week in duration.

Section 3. Vacation Scheduling

A. During the first two weeks of January, vacation planning schedules will be prepared listing employees in descending order of seniority. This planning year will run from April 1st through March 31st. Vacation planning schedules will be posted in appropriate areas and will indicate the number of employees per each bargaining unit allowed to take vacation concurrently.

B. From January 15 to February 6th, employees may submit requests for vacation by marking their choices on the posted vacation schedule as well as on the vacation request forms.

TA 88 9.10.19
TA MCS 9.10.19

Those desiring to split their vacation allowance into more than one segment (e.g., weeks or days) must rank the segments in order of preference on the vacation request form and posted schedule.

C. During odd calendar years seniority will apply only for the first choice in vacation selection. During the even calendar years, for those employees choosing to split their vacation into three (3) or more segments, seniority will apply only for the first and second vacation segment choices. Of those choices, only one segment may be tied to holidays, unless a holiday period has not been selected by a more junior employee.

D. Approved vacations submitted from January 15th through February 6th will be posted on or before March 1st, in an area accessible to employees. Consistent with scheduling needs, an employee will receive a timely written response. The written response shall indicate that the request was: (A) Approved or (B) Denied. Responsibility of retaining a written denied request will remain with the employee for use of possible future re-submissions in the case of future openings.

E. Vacation may be taken in increments of less than one (1) day or any uninterrupted period of time. If the employee does not have the accrued or anticipated accrued vacation time, the request may be denied. When scheduling vacation segments of three days or more, the Employer will exercise a reasonable effort to schedule the employees day(s) off in such a way that they are attached to the employee's vacation period.

F. Once a vacation has been authorized by the supervisor, no senior employee may bid into the schedule or otherwise claim the date.

G. Employees may submit vacation requests outside the selection period and may submit a request for unscheduled vacation at any time. Requests will be limited to available dates not previously filled. Employees will be required to submit requests at least two (2) weeks in advance and such requests shall be granted on the basis of date of earliest submission. The employer will consider vacation requests with less than the normal notice in unusual circumstances. <u>The supervisor shall respond to the employee in writing regarding a vacation requested outside the selection period within two (2) weeks from the date the request was submitted by the employee. The written response shall indicate that the request was (A) Approved (B) Denied.</u>

H. If new openings in the vacation schedule become open, it will be made available to the employees for one (1) week. If these dates were previously denied during the selection period, employees may re-submit the original copied request and be given priority on the basis of seniority. Re-submitted, previously denied requests dated outside the selection period will also be given consideration by date of original request. In the event there are no re-submissions, requests shall be granted on a first come, first served basis.

I. Employees transferring from one facility, department or shift to another will be required to select vacation in accordance with the vacation planning schedule in effect for the new facility, department or shift. Further, employees will be restricted to open dates not previously

filled by scheduled vacations or approved leaves of absence. Exceptions may be granted in extenuating circumstances. The Employer will attempt to accommodate previously scheduled vacations in instances where employees are involuntarily transferred by the Company.

J. Employees may request vacation schedule changes or cancellations, in writing, at any time. Notice must be given prior to the change or the cancellation. The employer will attempt to place the employee back on the schedule.

K. Although the operations of the Employer shall be of primary importance with respect to the scheduling or changing of vacations, the Employer will endeavor to balance operational needs with those of employees.

L. If an approved, scheduled vacation is cancelled by the Employer, the Employer will reimburse the employee for irrevocable, non-refundable and non-transferable transportation costs upon verifiable proof of loss. The employee shall surrender any concerned tickets to the Employer for which they are being reimbursed.

Section 7. Use of Vacation to Care for a Sick Child/~~Spouse or Parent~~

If requested, the Supervisor shall grant vacation, float holidays/flexible personal hours or personal time off (PTO) for an employee to care for a sick child/~~spouse or parent~~. Up to three (3) such days in a twelve-month period shall not count as absences for purposes of discipline. In such cases, vacation may be taken in increments of less than eight (8) hours.

For Kaiser Foundation Health Plan of Colorado	For SEIU Local 105
Date:_____	Date:_____

This proposal is meant to amend language only in sections 1, 6 and 7 of this Article.

ARTICLE 18: SICK LEAVE

Section 1. Sick Leave Allowance

A. Each regular full-time and regular part-time employee shall accumulate one (1) day of paid sick leave for each calendar month of service as a regular employee. ~~, up to a maximum of eighty-five (85) days.~~

B. For regular part-time employees, vacation and sick leave benefits shall be accumulated on the basis of all hours paid to a maximum of eighty (80) hours per pay period.

C. Supervisors will submit to Payroll, on a quarterly basis, the number of Kaiser Time Off (KTO) hours per employee for the preceding quarter, which will be used in calculating an adjustment for purposes of vacation and sick leave accumulation.

D. Information regarding an employee's sick leave accrual shall be supplied by his/her supervisor, upon request.

E. Notwithstanding any other provisions of this Agreement, an employee shall be required to use all benefited time prior to being in an unpaid status. After all benefited time is used, the granting of unpaid time shall be at the discretion of the manager except as required by law. (An example of a situation under which a manager may exercise such discretion is – if an employee should suffer from extraordinary or emergent circumstances under which they exhaust all benefited time, the manager can allow the employee to take approved vacation time unpaid.)

Section 6. Sick Leave for Sick Child/Spouse and Parent

Employees may use sick leave to care for a sick child/spouse and parent ~~or spouse~~, provided the requesting employee has at least five (5) days of sick leave accrued (or its equivalent in FTE hours) at the time of the request.

Section 7. Integration of Sick Leave with Workers' Compensation

If an employee received Workers' Compensation insurance payments, Employer paid sick leave shall be reduced by the amount of Workers' Compensation insurance pay received by the employee. Only the amount of sick leave which is integrated with Workers' Compensation payments shall be charged against the employee's sick leave account. For example, after three (3) days, approximately one-third (1/3) sick leave is charged per day.

~~Workers' Compensation insurance payments shall not be charged against the employee's sick leave account.~~

TA MCS 9.10.19
TA SS 9.10.19

SEIU/KP Bargaining
Union Proposal
9/10/19, 4:30 pm

This proposal is meant to amend language only in sections 2 and 6 of this Article.

ARTICLE 20: LEAVES OF ABSENCE

Section 2. Family and Medical Leave Act

Absences for personal or family reasons, ~~including caring for sick children,~~ which meet the criteria of Family and Medical Leave absences will not be used for discipline, when such is precluded under the Family and Medical Leave Act. ~~In addition, the Employer will ensure that the FMLA notices are posted as required, that supervisors receive training regarding FMLA and that employees have access to the Employers policy regarding FMLA.~~

Section 6. Military Leave

A. An employee required to fulfill a military obligation within the Armed Forces, the Reserve of the Armed Forces or the National Guard of the United States shall, upon presentation of a copy of associated military orders to the Employer, be granted a military leave of absence.

B. An eligible employee, as described above, shall receive any unfavorable difference between his/her regular straight-time rate of pay and any taxable earnings paid by the government for each day of the military duty for a period not to exceed ten (10) workdays in any calendar year.

C. The Employer shall accord to each employee who applies for reemployment, after conclusion of his/her military service, such re-employment rights as s/he 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.

D. Parties shall agree to abide by the National Military Leave Policy.

E. ~~The employee~~ Employees on reserve duty may elect to use earned vacation time and receive vacation pay concurrent with such military duty, in addition to military pay as described in Paragraph B of this Section.

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SEIU/KP Bargaining
Union Proposal
9/10/19, 4:00 pm

This proposal is meant to amend language only in section 2 of this Article.

ARTICLE 21: OTHER LEAVE BENEFITS

Section 2. Bereavement Leave

A. When a death occurs in the immediate family of an employee, he/she shall be entitled to a time off of up to three (3) days with pay for deaths in the area and two (2) additional days with pay for travel of 300 miles or more for a funeral or memorial service. Additional time off will not be unreasonably denied. An employee may use paid time off for such purposes.

B. Immediate family is defined as:

- Spouse/Domestic Partner
- Parent/Step Parent/Parent in-Law/Step Parent In-Law/In Loco Parentis
- Child/Step Child/Legal Ward/Foster Child/Adopted Child
- Daughter/Step Daughter/Daughter in-Law/Step Daughter In Law
- Son/Step Son/Sister/Sister In-Law/Step Sister In-Law/son-in-law MCS 88
- Brother/Step Brother/ Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent
- Grandchildren/Step Grandchildren
- Relative living in same household

C. If an employee is on paid time off and a death occurs in the immediate family, the employee may convert the paid time off to Bereavement Leave.

D. The Employer will not unreasonably deny the employee time off to attend or arrange for the funeral or memorial service of a person who is close to them. The employee may take time off without pay or, at the employee's request, use earned or accrued paid time off for such purposes.

E. Verification of death may be required.

F. Pay for bereavement leave shall be at the employee's regular straight-time rate of pay, including applicable shift premium/differential. In the event the employee's normal shift fluctuates between payroll periods, bereavement leave pay shall be for the employee's assigned full-time equivalent hours.

TA 88 9.27.19

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KP Proposal

September 27, 2019

Article 24-Other Provisions

Section 10 Health & Safety

A. It is the responsibility of the Employer to provide a safe working environment and to take reasonable measures to assure healthful working conditions free from recognized hazards.

B. In the event that working conditions do not meet the aforementioned standards (including but not limited to, ~~paint~~ construction fumes, extreme ~~cold~~ temperatures, ergonomic issues, patient handling concerns, infectious diseases, and work place design), the Employer agrees to meet with the Union and affected employee(s) to discuss how ~~come to an agreement on how~~ to mitigate the risks. If the risk(s) is unable to be mitigated, the Employer can reassign the employee to a different work area or assign different job tasks that will avoid the potentially unsafe work conditions. ~~shall attempt to reassign the employee to another area.~~

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1). ~~The Employer agrees to issue the Agreement on the safe use of Video Display Terminals (VDT's) to all supervisors and employees in departments now using or planning to use VDT's.~~

2). ~~The Employer agrees to meet and confer with the Union, upon its request, over issues of concern regarding VDT utilization guidelines. The parties acknowledge that changes in technology, new research on health and safety issues and other factors may necessitate the updating of these guidelines during the term of this Agreement.~~

3). ~~When an employee's duties regularly require the use of a VDT, the employee may request a meeting with his/her supervisor to discuss problems with work place design and the assignment of VDT tasks.~~