

# **AGREEMENT**

***BETWEEN***



SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 105

***AND***



**KAISER PERMANENTE®**

KAISER FOUNDATION HEALTH PLAN OF COLORADO  
AND  
Colorado Permanente  
Medical Group, P.C.

**EFFECTIVE**  
2023 - 2027

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## **P R E A M B L E**

### **Section 1. Agreement**

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This Agreement is made and entered into as of October 1, **2023**, by and between Kaiser Foundation Health Plan of Colorado, hereinafter referred to as the "Employer", and Service Employees' International Union, Local 105, hereinafter referred to as the "Union".

### **Section 2. Courteous & Responsible Relationship**

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- A. The Union and the Employer, including all KP managers, supervisors, physicians, employees, and Union staff, agree:
1. That ethical and fair treatment of one another is an integral part of providing high quality patient care.
  2. 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.
  3. To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty.
  4. 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.
- B. 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 section.

## **ARTICLE 1: PURPOSE OF AGREEMENT**

### **Section 1. Purpose**

---

It is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment for employees covered by this Agreement, to collaboratively work to provide high quality, affordable service and care for patients and members, and to promote harmonious relations between the Employer and the Union.

## **ARTICLE 2: SCOPE OF AGREEMENT**

### **Section 1. Coverage**

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- A. This Agreement shall cover all of the Employer's employees represented by the Union, as certified by the NLRB in Case No. 27-RC-4420.
- B. This Agreement shall cover employees in classifications covered by this Agreement in any new facility.

- 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 2. Supervisory Employees**

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- A. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status; and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the bargaining unit as established in Section 1 of this Article.
- B. 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 3. Subcontracting**

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- A. 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 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. 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 (1) 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. 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.
- 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.

## **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. The process for reviewing new non-exempt, non-union classification as referenced in Article 13(1) is as follow:
  - 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. The union has 5 days to identify any issues with the job description.
  - 3. If the Union does not respond within 5 business days, the position will be finalized.
  - 4. If there is a dispute as to (1) bargaining unit status or (2) grade/qualifications/duties 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.

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, the process as outlined in Article 26, section 2 will be followed/applied (Steps of the Grievance and Arbitration procedure).

## **Section 2. Union Membership**

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- A. It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of members.
- B. Employees who are required hereunder to join the Union and maintain membership in the Union or pay initiation fees and periodic dues uniformly required of members, and who fail to do so shall upon notice of such fact in writing from the Union to the Employer be discharged.

## **Section 3. Deductions and Remittance of Union Dues and Fees**

---

- A. The Employer will honor written assignments of wages to the Union for the payment of Union dues and fees, uniformly required, when such assignments are authorized by a signed dues deduction form.
- B. The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with a list on hard copy and a disk or electronically (on compatible format) supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

## **Section 4. Union Business**

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- 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 or Schedule B/C.
  - 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 5. Union Staff Representatives**

---

- A. 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.
- B. 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.
- C. Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.
- D. When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.
- E. Union Staff Representatives may confer with an employee and/or **their** 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.

## **Section 6. Union Shop Stewards**

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- A. Periodically, the Union will notify the Employer in writing the names of duly authorized Union Shop Stewards.
- B. The Employer agrees that there will be no discrimination against the Shop Steward because of Union activity.
- C. Shop 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.

## **Section 7. Steward Education and Training**

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- A. For Stewards and Stewards in Training, the Company shall permit the Union to provide four (4) paid hours per month or eight (8) 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 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 8. Union Leave

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- A. If a bargaining unit employee is elected or appointed as a delegate to a bona fide Union function or office, the employee shall be granted time off without pay for a period not to exceed three (3) years, subject to staffing needs, provided each of the following conditions are met:
- 1) The employee submits a written request for such time off to **their** supervisor for approval at least three (3) weeks in advance of the function.
  - 2) The employee may utilize any earned vacation or flexible personal hours, for which **they are** eligible, to attend the function.
  - 3) Any presentations or remarks made by the employee at the Union function shall be made as a Union member and not as a representative of the Employer.
- B. No more than one (1) employee per work unit shall be granted time off to attend Union functions at the same time, unless mutually agreed upon between the Union and Employer.
- C. Employees returning from any Union leave within three (3) months shall be returned to their former position. Employees returning after three (3) months shall be returned to a comparable position for which **they qualify**.
- D. If an employee is elected to a Union office, the employee will be granted a leave for the duration of the term, to a maximum of three (3) years. An employee must return to work for three (3) years after such a leave, prior to being eligible for another such leave.
- E. The Employer may, at its discretion, grant a leave to an employee hired by the Union for a short-term assignment not to exceed the duration of a Personal Leave.
- F. **Prior to the opening of the vacation bid (January 15<sup>th</sup>), management shall block out each Executive Board member one day per month to attend Executive Board meetings. Such time will count against minimum staffing requirement for each day; however, it will not count as a vacation bid request for the respective employee.**

**On SEIU Local 105 Executive Board election years, upon notification of an employee being elected to the Executive Board the manager and employee shall meet to arrange for the employee to attend Executive Board meetings until the next vacation bid period.**

## Section 9. COPE Check Off

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- A. The Employer will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted in a form agreed to by the Employer and the Union and will promptly remit such contributions to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

## Section 10. Employer Indemnification

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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 the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

## **ARTICLE 4: UNION AND MANAGEMENT RESPONSIBILITIES**

### **Section 1. Management Rights**

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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.

### **Section 2. Hiring**

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When vacancies occur in positions subject to this Agreement, the Employer shall notify the Union.

- A. Internal candidates – For the job posting, bidding, and selection process, please refer to, Article 7.**  
**B. External applicants – 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.**

### **Section 3. New Employee Orientation/New Hire**

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The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet with new bargaining unit members for 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.

### **Section 4. Objectives**

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- A. The foremost objective and obligation of the Employer and the employees is to provide Health Plan members and the general public with patient care and support services which meet high quality standards and to provide such services in a warm, caring and courteous manner. The Employer and the employees agree to provide their full support and cooperation toward this mutual endeavor.
- B. The Union agrees with the objectives of achieving the highest reasonable level of employee performance and production consistent with safety, good health, and sustained effort; and the Union and the Employer shall use their best efforts to effectuate this objective.

### **Section 5. Non-Discrimination**

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- A. The Employer and the Union agree there shall be no discrimination against any employee or applicant because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by

applicable law) or veteran status.

- B. There shall be no distinction between wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

## **Section 6. Union Activities/Non-Discrimination**

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No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that employees covered by this Agreement shall be admitted to membership without discrimination.

## **Section 7. Minority Group Members**

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The Employer and the Union will **meet at least twice per year** together to identify job groups or categories where minority group members are under-represented, analyze reasons for the under-representation and develop a plan to assist the Company in meeting Minority Group Members goals and minorities in achieving adequate representation at all bargaining group levels.

## **Section 8. Disputes**

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**Work Stoppages.** The Employer and the Union realize that the Employer's facilities are different in their operations from industries because of services rendered to the community and for humanitarian reasons, and agree that, except as permitted under the National Agreement after September 30, 2008, there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts, or work stoppages.

## **Section 9. Performance Management**

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The Employer, Union, Employees, and CPMG (Colorado Permanente Medical Group) agree to work together to support an environment that provides excellent customer service and patient care. If any party identifies behavior that is inconsistent, they will provide feedback to the appropriate party.

## **Section 10. Conformity to Law**

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If any provision of this Agreement is found to be in conflict with 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.

# **ARTICLE 5: EMPLOYEE DEFINITIONS**

## **Section 1. Probationary Employees**

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- A. The probationary period for employees regularly scheduled for twenty (20) hours or more shall be ninety (90) calendar days.
- B. The probationary period for employees regularly scheduled for fewer than twenty (20) hours shall be 300 hours or ninety (90) calendar days, whichever occurs later.

- C. During the probationary period, employees may be discharged without recourse to the grievance procedure.
- D. The probationary period may be extended only by mutual agreement between the Employer, the employee, and the Union.
- E. If an employee is on leave at any time during the probationary period, time spent on leave will not count towards fulfilling the probationary period.
- F. Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of sixty (60) calendar days.
- G. In no case shall an employee be required to serve more than one probationary period.

## **Section 2. Regular Employees**

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- A. A regular full-time employee is defined as an employee regularly scheduled to work a predetermined work schedule of forty (40) hours per work week. A regular full-time employee is eligible for all employee benefits outlined in this Agreement, including accumulation of vacation, holiday, and sick leave benefits on a full-time basis.
- B. A regular part-time employee is eligible for all benefits outlined in this Agreement, including accumulation of holiday benefits on a prorated basis. Vacation and sick leave benefits shall be accumulated **based on all** hours paid to a maximum of eighty (80) hours per pay period.
- C. An employee designated as a regular full-time or regular part-time employee shall accumulate and receive all benefits outlined in this Agreement on the date **they become** and so long as **they remain** a regular employee. However, the period during which an employee is designated as a short-hour, temporary or on-call employee shall be included for purposes of determining eligibility and accumulation of tenure adjustments and seniority.
- D. A regular employee who, with no break in service and with no change in job classification, becomes a short- hour, temporary or on-call employee shall be paid at the rate of pay **they were** receiving as a regular employee plus the premium in lieu of benefits.

## **Section 3. Short-Hour Employees**

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- 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, **except for** 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) 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 **two dollars (\$2.00)** per hour above **their** regular straight- time rate of pay.
- D. A short-hour employee shall receive step increases in twice the time identified in the Schedule A **and B/C** 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 **they are** designated **as** a regular employee, subject to meeting the eligibility requirements outlined in this agreement.

#### **Section 4. Temporary Employees**

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- A. A temporary employee is defined as an employee hired to work any predetermined work schedule which does not exceed six (6) months in duration. This section shall not apply to those temporary employees hired from an agency. 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, **except for** 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.
- C. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, a temporary employee shall receive a premium of **two dollars, (\$2.00)** per hour above **their** 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.
- E. A temporary employee designated as a regular employee shall be eligible for benefits on the date **they are** designated **as** 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 **they qualify**.

## Section 5. On-Call Employees

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- 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 **except for** 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.
- C. An on-call employee shall receive step increases in twice the time identified in the Schedule A **and B/C** 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 **two** dollars, **(\$2.00)** per hour above **their** regular straight-time rate of pay.
- 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, 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 (4) months as below:

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

- 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, **they** shall receive wage and benefit adjustments as follow.
- 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 **their** premium in lieu of benefits will be discontinued. The employee will receive retroactive credit from the date **they** 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 **their** 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 employee enrolls in the benefit plans, or one year from **their** 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 **they** 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 adjustment and job experience related to a position for which they may apply.
- G. 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 **their** supervisor for the purpose of notifying **them** of the anticipated length of the unavailability. However, on-call employees shall make themselves available a minimum of 4 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

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Internal replacement services will be provided by the Employer **covering all hours of operations** 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 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 **6:00 a.m. and 9:00 a.m.** and shall be subject to the following provisions: (a) the employee shall be paid **three dollars (\$3.00)** per hour for each hour spent in such capacity, and **three dollars and fifty cents (\$3.50)** 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). 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 **Google Maps or equivalent**). The designated travel time shall be calculated into total hours worked for pay purposes.
- 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 **or Medical Office Building** 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 **fifteen (15) months** of service on positions representing lateral or downward transfers. **This does not apply to employees who have been displaced or redeployed into the float pool.**

## Section 7. Assigned Lead Employees

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- A. **An Assigned** Lead Employee is defined as an employee assigned by the supervisor according to seniority and qualifications whose duties include, but are not limited to, the following duties and responsibilities:
  - 1) Directing, checking, reviewing, assigning, organizing, and coordinating the work of two (2) or more employees within the area of assigned responsibility.
  - 2) Responsibility for training and reporting on the work performance of other employees as required.
  - 3) Capable of performing all duties within area of responsibility.
- B. **Assigned** Lead Employees shall not have the authority to hire, fire, or discipline other employees or effectively recommend the same. **Assigned** Lead Employees shall not perform the supervisory functions of Supervisory Employees defined in Article 2, Section 2 of the Contract.
- C. **Assigned Lead Employees shall receive the Work in a Higher-Classification Premium for Schedule A and B/C as defined in Article 15 Section 3.**

## Section 8. Non-Duplication Clause

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In no event shall there be any duplication or pyramiding of the premium in lieu of benefits and accumulation of rights to benefits and tenure adjustments, other than those specified in this Agreement.

# ARTICLE 6: SENIORITY

## Section 1. Definition of Seniority

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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**

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- 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. Additionally, seniority shall continue to accumulate during any period of time **an** 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.

## **Section 3. Loss/Reinstatement of Seniority**

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- A. All accumulated seniority with the Employer shall be lost in any of the following circumstances:
  - 1) Employees who voluntarily terminate.
  - 2) Employees who are discharged and not later reinstated.
  - 3) Employees not recalled from layoff within six (6) months or twelve (12) months following the date of layoff, as provided in Article 10, Reduction in Force, Section 6.
  - 4) Employees who fail to return to work within two (2) weeks of recall notice.
- B. If an employee returns to the bargaining unit from a non-bargaining unit job, the employee's former seniority shall be restored except that the time spent outside of the unit shall not be included in determining the employee's seniority date. **Refer to Article 11, section 3B.**
- C. Previous bargaining unit seniority shall not be considered for the purpose of bidding back into a bargaining unit job.

## **Section 4. Principle of Seniority**

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Except as otherwise provided, seniority shall be applied in the following order:

- 1) Regular employees in the bargaining unit
- 2) Short-hour employees in the bargaining unit
- 3) Temporary and on-call employees in the bargaining unit

## **Section 5. Transfer of Bargaining Unit Seniority**

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In the event that a Kaiser Permanente employee who is represented by S.E.I.U., Local 105, qualifies for, is hired for, and subsequently transfers into a classification covered under the U.F.C.W., Local 7 Collective Bargaining Agreement, said employee will receive credit for seniority purposes under Article 6, according to the following:

- Successful completion of the probationary period
- For each two (2) years of service, the employee will receive one (1) year of seniority, regardless of status.

## 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, short- hour, **temporary and on-call** 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.
- B. Jobs not filled using normal posting process described in Section 1 A, will be posted for use by late bidders. Late internal bidders will receive equal consideration with an outside bidder providing an offer has not been made.
- C. On a weekly basis, the Employer will mail/**email** to the Union a copy of the current job opening list for bargaining unit positions, including temporary and on-call positions. The Employer will provide written notification of changes in job requirements.
- 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, assignments 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.
- 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 lesser qualifications.
- G. Job reclassifications to a higher or lower grade shall not be posted when no vacancy exists.
- H. Where appropriate, the posting should include the scheduled hours/day of work.

## Section 2. Job Bidding

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- A. Employees hired, promoted, or voluntarily transferred into regular, short-hour or on-call jobs shall be eligible to bid on job vacancies representing a lateral or downward transfer only after completion of six (6) months of service in their present job classification, and three (3) months of service in their present job classification if the vacancy represents a promotion. This bidding restriction shall not apply to changes in shift, scheduled hours within the department, or a change from one departmental section to another within the same classification at the same facility. Employees hired, promoted, or voluntarily 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, including any extensions thereof, provided the employee was given thirty (30) days' notice of the extension of their temporary assignment.

### **Effective 120 days after successful ratification (current employees will be grandfathered).**

- i. For departments that have formal training programs, with a predefined curriculum that has been reviewed and signed off by both the Employer and Union, for ninety (90) days or more in duration, the bid lid will be for a period of twelve (12) months (starting the first day of employment as a new hire or for internal employees transferring into said department).**
  - ii. The provision above will not apply for internal bidders within those said departments.**
  - iii. The provision above will not apply for employees under Article 10 of the local collective bargaining agreement who have been placed that incur super seniority for twelve (12) months.**
  - iv. For promotions the timeline for bidding will be 9 months (lateral/downward bid lids are 12 months).**
- B. An employee shall not be allowed to bid for a position in a department where the Department Head, Supervisor or Assistant Supervisor is related to the employee, regardless of seniority.
- C. All eligible employees who bid for job vacancies shall be screened by the Talent Acquisition Department in consultation with the hiring supervisor, as necessary. The employee shall meet all **minimum** qualifications within three (3) business days, from the closing of the bid. Those determined not to be qualified for the vacancy in accordance with Section 3 herein, shall receive an explanation of the decision from the Talent Acquisition Department. Employees will be notified of the status of their bid at the end of the posting period. If for some reason an employee has not been notified within five (5) days following the posting period, **they** should contact the Talent Acquisition Department.
- D. The three senior, qualified employees, referred by Human Resources, shall receive a panel interview. The panel will consist of an odd number of department members representing labor and

management. The Union will select the labor representatives and Management will select Management representatives. The panel will use a list of Human Resource approved behavioral interview questions to assist in applicant selection. Job expectations shall be included within the interview.

- E. If the employee selected declines the job offer, the hiring supervisor shall continue interviewing any qualified employee applicants as described in this Section before filling the vacancy without any further regard to this Agreement.
- F. Employees offered a promotion, lateral transfer, or voluntary downward transfer shall be granted a mutually agreed-upon time to accept such offer.
- G. An employee going on vacation may designate a co-worker to bid on a job posting in their absence. The written authorization will include contact information and return date.
- H. Employees selected for new job assignments shall be released to assume their new position upon mutual agreement of the employee and both supervisors no later than three (3) weeks from the date they are offered the job. Every effort will be made to transition the employee as soon as possible. In instances where the employee is promoted and is being retained for a period greater than two (2) weeks from the date of the job offer, the retaining supervisor will pay the difference in wages.
- I. In filling Schedule "A" job vacancies at grade 10 and above, the position will first be posted within the department for three (3) business days. If there are no qualified bidders, the position will be posted in accordance with Article 7 of the Agreement.
- J. In the event an employee's bid has been denied by the Talent Acquisition Department on the basis of insufficient qualifications, **they** may request a review of **their** application to determine if reasonable equivalency exists. If such a review is requested, the Talent Acquisition Department will confer with the hiring supervisor to evaluate such.

### **Section 3. Selection Criteria**

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- A. In filling job vacancies as described in Section 2 herein, an employee who bids must possess the posted qualifications, and merit and ability. For purposes of this Section, merit shall be defined as follows:
  - 1) The absence of a Level 3 or greater Corrective Action of the National Agreement during the preceding twelve (12) months.
  - 2) A first written Notice of Disciplinary Action shall not automatically disqualify the employee from job bid consideration.
  - 3) Where circumstances warrant, the Employer agrees to give consideration to an employee's job bid even though a Notice of Disciplinary Action and/or Corrective Action is in the employee's file. The Employer's decision will be based on the willingness of all concerned to accept or not accept such bids, and the Employer will consider such factors as the relevancy of the infraction to the new position and overall work record.
- B. Seniority shall govern among two or more bidders provided that merit and ability, including qualifications, relevant work experience (although not necessarily in the same type of work) and overall job performance history are good.

- C. In filling job vacancies, qualified employees who are eligible to bid on job vacancies, as defined in this Article, shall be given preference over applicants for employment.

## Section 4. Evaluation Period

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- A. The Evaluation period for employees shall be sixty (60) calendar days.
- B. The Evaluation period may be extended up to an additional thirty (30) days only by mutual agreement between the Employer, the employee, and the Union.
- 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 first day the employee begins the new position without loss of seniority or former wage rate.
- D. For the purposes of this section, comparable job is defined as same wage rate, same shift and same classification without loss of seniority.
- E. If an employee is on leave at any time during the evaluation period, time spent on leave will not count towards fulfilling the evaluation period.
- F. Employees transferring into positions requiring formal, structured training will begin their evaluation period upon completion of such training and assignment to a regular position. This training period shall be defined in advance.
- G. During their Evaluation period, employees shall be provided with appropriate training and orientation tools. A written progress report shall be issued at any time after fourteen (14) days and no later than thirty (30) calendar days, or 100 hours for employees scheduled for fewer than twenty (20) hours. **An employee shall receive an additional progress check at forty-five (45) days.** Should an employee not meet the expectations described in the job description after the progress report, the employee will be returned to their former or comparable position. When an employee returns to their former position it will be without a loss of seniority.

# ARTICLE 8: DAYS AND HOURS OF EMPLOYMENT

## Section 1. Scope

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This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation of overtime.

## Section 2. Definitions

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

### Section 3. Work Schedules

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- A. The Employer shall exercise a good faith effort, subject to the requirements of efficient operations, to utilize regular full-time and regular part-time employees.
- B. The Employer shall exercise a good faith effort, subject to the requirements of efficient operations, to the end that regular full-time employees shall be scheduled on the basis of a normal work week of forty hours within the work week period during which there are two consecutive days of rest.
- C. The normal hours of work for employees shall not be reduced or changed without notifying the Union unless circumstances are such that to give such notice in advance of any reduction or change would interfere with orderly operations. In instances where there is a potential for significant impact on the affected employees, the Employer agrees to meet with the Union to discuss the short and long-term impact and explore alternatives.
- D. In the event the Employer deems it necessary to change normal starting and quitting times, and/or normal scheduled days of work, the principle of seniority shall apply to the qualified employees involved. When such changes occur, consideration will be given to the preferences of the affected employees, within the new schedules, provided such preferences do not interfere with efficiency of operations or conflict with seniority.
- E. Schedules of starting and quitting times of regular employees shall be posted by the Employer two (2) weeks in advance, if practical to do so, but in no event less than one (1) week in advance, subject to emergency situation changes. As much advance notice of overtime requirements shall be given as permitted by operational circumstances.
- F. The Employer will make an effort to avoid scheduling employees over their assigned FTE on an ongoing basis, unless it is necessary for operational requirements. The Employer agrees to specify on the job posting whether the position requires flexibility in the number of hours worked.
- G. When it has been determined by the Employer that involuntary, mandatory time off is necessary, **the Employer shall notify the Union**, such involuntary time off will be rotated within the department and such time will be counted for the purpose of sick leave and vacation accruals. In instances where KTO (Kaiser Time Off) becomes frequent within a department, the Employer and the Union will meet to discuss the short and long term impact, explore alternatives and determine the applicability of other contract provisions.

### Section 4. 4/40 Work Schedules

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When the Employer determines that a 4/40 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 meet and consult with the Union at least sixty



(60) days prior to implementation of a 4/40 schedule.

- B. 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.
- C. 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.
- D. 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.
- E. To assure equity, regular full-time employees on a 4/40 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 ten (10) for employees on a 4/40 schedule. However, holiday pay for 4/40 employees shall not count as time worked for purposes of computing overtime for work performed later in the same payroll week.
- F. If there is a vacancy or new position, the employer may post as a ten (10) hour shifts. Such shifts shall be subject to Article 7 and this article.

## **Section 5. Voluntary Extended Schedules**

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When it is determined that voluntary work schedules including rescheduled 9- and 10-hour shifts are beneficial, such schedules may be agreed to at straight time pay subject to the following conditions:

- A. Prior to implementation, the Employer agrees to notify the Union and discuss the need for said schedule.
- B. The affected employees volunteer for said schedule and reach mutual agreement with their supervisor.
- C. Employees shall be paid at the rate of time-and-one-half (1-1/2) the straight-time hourly rate for all hours of work performed in excess of 9 or 10 hours on any one of said payroll days.
- D. Both parties agree that these schedules in any department will be conducted on a trial basis of three (3) months, but shall continue in effect unless either party serves written notice exercising their rights to modify or terminate the agreement at that time.

## **Section 6. Additional Hours**

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- A. The Employer will give consideration to employees who request to work additional hours beyond their normal work schedule. Employees who desire to be considered for additional hours must provide written notification to the Medical Office Administration Department within the facility concerned. If requesting additional hours in a Regional Office facility, the written notification should be provided to the Department Supervisor.



- B. When employees who have provided such notification work additional hours, the employee's full-time equivalent (FTE) will remain unchanged and such additional hours will not count toward benefit eligibility or accumulation, tenure adjustments or computation of 6th or 7th consecutive day premium pay. Such hours will, however, count toward the accumulation of sick leave and vacation. However, hours worked in excess of eight (8) hours in any one payroll day or forty (40) hours in any one payroll week shall be paid at the overtime rate of time-and-one-half (1-1/2) the straight-time rate of pay.
- C. The Employer shall establish a mechanism to allow the employees to volunteer for additional hours and to coordinate the scheduling of such as an alternative to assigning additional work, including stand-by assignments, to employees when no volunteers are available in the facility. Preference shall be given to employees who have been KTO'd and to other employees who will be working at straight-time pay.

## **Section 7. Rest and Meal Periods**

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- 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 period.
- B. If an employee is required to work through a rest period, s/he shall be paid time-and-one-half (1-1/2) 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, **they** shall be paid time-and-one-half (1-1/2) 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 ensuring 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 (1-1/2) 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 **their** 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.

## **Section 8. Emergency Care/Urgent Care Holiday Coverage**

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Employees may volunteer to work in the Emergency Care/Urgent Care Centers in any job classification for which they are qualified (e.g., an LPN may volunteer to fill a Nursing Assistant vacancy). However, assignment to work in the Emergency Care/Urgent Care Centers will be made in the employee's same job classification (e.g., Nursing Assistants will only be assigned to work as Nursing Assistants).

## **ARTICLE 9: OVERTIME AND ALLOWED TIME**

### **Section 1. Scope**

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This Article is intended to provide the basis for calculation and payment of overtime and allowed time.

### **Section 2. Definitions**

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- 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. 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.

### **Section 3. Overtime Pay**

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Employees shall be paid at the rate of time-and-one-half (1-1/2) the straight-time hourly rate of pay, including applicable shift premium, for all hours of work performed in excess of eight (8) hours in any one payroll day or for all hours of work performed in excess of forty (40) hours in any one payroll week.

### **Section 4. Determining Hours Worked for Overtime Computation Purposes**

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The following paid time off benefits shall count as time worked for purposes of computing overtime for work performed later in the same payroll week:

- 1) Holidays for which pay is received.
- 2) Paid time spent in internal or outside training programs, at the Employer's direction.

### **Section 5. Non-Duplication of Overtime Rates**

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- A. For computation of all overtime rates under this Agreement, each employee's compensated hours during each payroll week shall be analyzed by the Employer, and the employee shall be paid the single most advantageous non duplicated, non-pyramided overtime rate(s) which apply for such payroll week.
- B. However, the parties agree that nothing contained in this Agreement shall be interpreted as requiring duplication or pyramiding of pay at overtime rates. To the extent that hours within one payroll week are compensated at an overtime rate under one provision, they shall not be counted as hours worked in determining overtime rate(s) under the same or any other provision. Overtime rates include premium pay for holidays worked, rest and meal periods worked, sixth and seventh

consecutive days worked and daily or weekly overtime.

## Section 6. Overtime Scheduling

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The Employer will attempt to distribute overtime equitably among qualified employees within any job classification concerned within any one facility. After scheduling qualified employees who have volunteered for overtime, the Employer will rotate any remaining overtime equitably among employees in reverse seniority order, beginning with the least senior qualified short-hour, temporary, **or regular** employee in the job classification concerned within the facility.

## Section 7. Make-Up Time

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- A. An employee who is absent on unpaid personal time off may submit a written request to **their** supervisor to make up the work time missed at a later time within the same payroll week, provided that the total hours worked within any one payroll week do not exceed forty (40). Make-up time shall be paid at straight time, including over eight (8) hours daily, up to forty (40) hours in a week.
- B. The provisions of this Section shall not be applicable in cases where an employee received holiday, sick leave or educational pay for such absences.

## Section 8. Reporting Pay

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- A. Employees who are scheduled or called to report for work and who are permitted to come to work without receiving prior notice that no work is available shall perform any work to which they may be assigned. The Employer may utilize such employee in any related capacity in which **they are** qualified to perform. The employee shall be compensated at **their** regular rate or the appropriate rate of pay for the job **they are** assigned, whichever is higher.
- B. When the Employer is unable to utilize such employee, and the reason for lack of work is within the control of the Employer, the employee shall be paid an amount of money equivalent to four hours times the straight-time hourly rate, excluding shift premium, provided that an employee who was scheduled to work less than four hours on such day shall be paid **their** regular pay for reporting and not being put to work through no fault of **their** own. In such cases, the authorized supervisor of the employee may allow the employee to leave work before four hours have elapsed.
- C. The provisions of this Section shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the employees by telephone not to report for work at least two hours before their scheduled time to commence work. It shall be the responsibility of employees to notify the Employer of their current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements and payment of the above minimum guarantee.

# ARTICLE 10: JOB SECURITY CONSIDERATIONS

The Employer and the Union recognize the importance of fostering a secure work environment for all employees which promotes employment opportunities.

## Section 1. Reduction Determination

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There may be situations in which the Employer determines that a reduction in force, resulting in the

layoff of personnel, is necessary. One situation is a reduction of staff/personnel due to membership loss or lack of growth, discontinuance of services, loss of physicians or other such reasons. This situation typically requires more immediate action than reductions due to reorganization/automation. The following is intended to distinguish the process used in each.

**A. Reduction of Staff/Personnel**

- 1) When it has been determined by the Employer that the displacement of personnel is necessary, due to a straight staff reduction in force, the Employer agrees to notify the Union and meet to discuss the impact of the displacement on personnel. The Union, in these discussions, may suggest alternatives for the Employer to consider.
- 2) Prior to affecting a reduction in force, the Employer will examine the possibility of accomplishing the reduction through attrition and/or transfer, and to assist employees in securing other available positions, as defined in Section 2. In this situation, the parties may waive posting/job selection criteria by mutual agreement to fill temporary vacancies resulting from attrition and/or transfer.
- 3) Any employee who has been notified that **their** job is being eliminated due to a force reduction under this section, will be given thirty (30) days' notice. This thirty (30) day notice will be termed the "notification period." See Section 2 for purpose and application.

**B. Reorganization/Automation**

- 1) When it has been determined by the Employer that the displacement of personnel which will result in the significant loss of jobs and layoffs is necessary due to major reorganization efforts involving automation, mechanization, technological improvements, reorganization, job redesign, consolidation of functions or other such designs or reasons, the Employer agrees to notify the Union at least sixty (60) days prior to issuance of any notification period and meet to discuss the impact of the displacement on personnel. The Union, in these discussions, may suggest alternatives for the Employer to consider.
- 2) When it has been determined by the Employer that the displacement of personnel is necessary due to automation or reorganization, which is not defined as a major reorganization effort, the Employer agrees to give the Union sixty (60) days' notice and the affected employees a sixty (60) day notification period which could run concurrently.
- 3) Prior to affecting the elimination of positions due to B.1. above, the Employer will examine the possibility of accomplishing the reduction through attrition and/or transfer, and to assist employees in securing other available positions, as defined in Section 3. The Employer and the Union will meet to identify suitable retraining or alternate employment opportunities and may develop a plan to provide employment counseling, skills assessment, training, and other appropriate actions. During this period, the parties may waive posting/job selection criteria by mutual agreement to fill temporary vacancies resulting from attrition and/or transfer.
- 4) Any employee who has been notified that **their** job is being eliminated due to a force reduction, under this section, will be placed on a notification period as outlined below in Section 2.

## Section 2. Notification Period

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- 1) Employees receiving notice of potential layoff off/displacement under Section 1.A. will receive a notification period of thirty (30) days. Employees receiving notice of potential layoff off/displacement under Section 1.B. will receive a notification period as follows:

<u>YEARS OF SERVICE</u>	<u>MINIMUM NOTIFICATION PERIOD</u>
More than 2 years	60 days
2 years or less	30 days

- 2) During the notification period, employees will have preferential consideration for vacancies according to Section 3, Placement During Notification Period.
- 3) If at any time during this notification period, a sufficient number of employees have been placed to eliminate the need for further displacement, the notification period may be canceled by the Employer.

## Section 3. Placement During Notification Period

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- A. During the notification period, employees will be permitted to bid on any job for which the employee: 1) qualifies, 2) almost qualifies, or 3) will qualify within ninety (90) days of being placed in the new assignment. Bid lids under Article 7, Section 2.A., will be waived in order to permit employees on notification to secure other positions. Displaced employees will be given preference for job vacancies, for which **they have** placed a bid during the notification period, if the employee qualifies, almost qualifies, or will qualify within ninety (90) days.
- B. Preference for offering positions shall be to displaced employees on a "notification period" in order of seniority. However, in instances where a displaced employee does not meet the minimum qualifications, the Employer may limit the awarding of positions where such would have an adverse impact on efficient operations. Prior to accepting the positions, in instances where employees do not meet the qualifications for the positions, the employee, Steward or Union Representative, and Supervisor should meet to clarify training, orientation, and feedback expectations.
- C. Employees who do not qualify or meet the reasonable performance expectations of the supervisor during the ninety (90) day evaluation period will displace the least senior employee according to Section 4 or may be offered, at the sole discretion of the Employer, an available vacancy.
- D. If an available job opening is offered to any employee during the notification period and it is accepted by the employee, the rate of pay for the job, as set forth in the appropriate wage appendix, shall become effective at the end of the notification period.
- E. Employees on a notification period under Section 1.A above will receive a two week notice of layoff or two weeks' pay in lieu of notice. Regardless, these employees will be placed on a notification period during which time, these employees may exercise preferential consideration for vacancies, according to Section 3.
- F. Employees on a notification period under Section 1.B above will continue working during the notification period. If possible, the employee(s) will work in their current classification.

## Section 4. Displacement Procedure

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In all cases of reduction in workforce or layoffs and rehiring, the principles of seniority shall govern, provided that the employee is qualified to perform the job. Employees shall be permitted to displace other employees as follows:

- A. The least senior employee in the job classification in the affected unit to be reduced shall displace the least senior employee in the same or comparable positions at the same facility. If there is no same or comparable position at the facility, the employee may bump the least senior employee in the same or comparable position within the Region. The displacing employee shall be paid the step rate of the job classification nearest to, but not higher than, **their** former rate of pay.
- B. The displaced employee shall be laid off, with the same notification rights under **section 2** of this **article**.
- C. If the displacing employee elects not to exercise **their** seniority pursuant to Paragraph (1) of this Section, **they** shall be laid off.

## Section 5. Pay in Lieu of Notice

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All regular employees who are placed on layoff status for a period of one (1) or two (2) weeks, for reasons within the control of the Employer, will receive three (3) days' notice or three (3) days pay thereof. Such notice is inclusive of any notification period as defined in Section 1 above.

## Section 6. Recall Procedure

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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. 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 sent 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) **workdays** after receipt of such notice whether or not **they** accept reemployment or previous position. In the event no reply is received by the Employer within the aforesaid period, **the Employer will notify the Union and** the next employee on the seniority list is to be recalled; **the same process repeats as with senior employee.**
  - 1. Should the Employer be in urgent need of an employee to fill a position, **the Employer will notify the Union and**, 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.

- 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, **and the Employer will then notify the Union**. 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 an event, the employees will maintain recall rights.

## Section 7. Severance

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- A. The Agreement applies to any employee in a status of twenty (20) or more hours a week, who has received **a notice of a lay off and/or a letter of job elimination**.
- B. The Employer will first seek volunteers who wish to take advantage of the severance package.
- C. Employees will be eligible to receive one week of pay for each year of regular service, with a minimum of one (1) month's pay to a maximum of six (6) months' pay.
- D. During the severance period, employees will receive Health Plan Benefits for themselves and eligible dependents, at the Employer's expense.
- E. Outplacement assistance will be available, and employees will be permitted to use any unused Employee Assistance Program visits during the severance period.
- F. Employees who are near retirement may be eligible to "bridge" to retirement during the severance period.
- G. Employees must sign a general release to be eligible for the severance package.
- H. Full details of the benefits, conditions, waiver, etc., will be made available to employees at the time of notification of **a lay off and/or a letter of job elimination**.

## ARTICLE 11: SERVICE CREDIT RESTORATION

### Section 1. Transfers from Other Kaiser Permanente Regions

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- A. For purposes of this Section, employees transferring from other Kaiser Permanente Regions shall, upon attainment of regular status, be eligible for service credit restoration, provided the break in



service does not exceed twelve (12) months.

- B. Service Credit Restoration shall mean eligibility and accumulation of benefits for which length of service is a condition of entitlement, such as vacation accrual, holiday pay, sick leave eligibility, short-term disability insurance coverage, dental plan eligibility, and retirement benefits. Employees transferring into the same job classification shall receive tenure credit in determining the wage rate up to Step 5.
- C. For such employees whose break in service does not exceed six (6) months, the service credit restoration will become effective upon attainment of regular status. Requests should be submitted in accordance with Section 3.
- D. For such employees whose break in service exceeds six (6) months but is less than twelve (12) months, the service credit restoration will become effective after completion of six (6) months of service in a regular status. Requests should be submitted in accordance with Section 3.

## **Section 2. Colorado Region Rehires**

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- A. For purposes of this Section, former employees of Kaiser Foundation Health Plan of Colorado with at least one (1) year of service as a regular employee at the time of resignation, who are rehired by the Employer shall, upon attainment of regular status, be eligible for service credit restoration, provided the break in service did not exceed twelve (12) months.
- B. Service credit restoration shall mean eligibility and accumulation of seniority, wage rates, tenure adjustments and benefits for which length of service is a condition of entitlement, such as vacation accrual, holiday pay, sick leave eligibility, short-term disability insurance coverage, dental plan eligibility and retirement benefits. Employees rehired into the same job classification shall receive tenure credit in determining the wage rate up to the maximum pay rate. Requests should be submitted in accordance with Section 3.
- C. For such employees whose break in service did not exceed six (6) months, service credit restoration will become effective upon attainment of regular status. Requests should be submitted in accordance with Section 3.
- D. For such employees whose break in service exceeds six (6) months but is less than twelve (12) months, service credit restoration will become effective after completion of six (6) months of service in a regular status. Requests should be submitted in accordance with Section 3.

## **Section 3. Service Credit Restoration Procedure**

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- A. Employees from other Kaiser Permanente Regions or former employees of Kaiser Foundation Health Plan of Colorado who are hired or rehired by the Employer in a temporary, on-call or short-hour status and then transfer into regular status must submit a written request to the Benefits Representative in the Human Resources Department to restore previous service.
- B. Service credit restoration will become effective the date the request is **submitted to the** Benefits Representative.



## **ARTICLE 12: LABOR-MANAGEMENT PARTNERSHIP**

### **Section 1. Philosophy**

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Recognizing that our employees are our primary asset, Kaiser Permanente and its Partner Union, SEIU Local 105, are dedicated to working together in the “Spirit of Partnership” to forward the growth, development and well-being of our employees and the success of our company. Top quality, true-shared leadership and decision making, and market-leading performance are the goals we share. The Labor-Management Partnership is our operations strategy for achieving our goals and transforming Kaiser Permanente to meet the challenges of the 21<sup>st</sup> Century.

### **Section 2. Union Liaison**

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The Union and the Employer agree to establish one Full Time Equivalent (FTE) for the purpose of promoting the philosophy and intent of the Labor-Management Partnership. The Union Liaison will be hired through a joint hiring process and will be required to report to a joint reporting and evaluating structure.

The full time Union Liaison is expected to provide education and training to employees in order to enhance and promote the partnership philosophy, as well as publicizing the Partnership successes in the Colorado Region. The Union Liaison will assist the facility Labor-Management Partnership Committees to develop strategies and processes to implement the Labor-Management Partnership philosophy and to facilitate project design, as well as other applicable issues.

The Union and the Employer will develop the Union Liaison work plan. The job description will be amended as necessary as the Partnership progresses.

### **Section 3. Goal**

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High satisfaction among employees, physicians, and management is achieved through involved, participating, multi-disciplinary trained teams that focus on meeting or exceeding jointly designed goals and expectations. Ultimately, self-directed work unit/department/facility Labor-Management Partnership teams, will be in the best position to continuously improve and move the Partnership forward by utilizing Partnership principles and guidelines.

## **ARTICLE 13: JOB CLASSIFICATIONS**

We agree that our mutual interest is in providing appropriate pay and job classifications. To that end we agree to use an integrated approach to classification and pay issues, including, but not limited to training, ongoing communications, market and/or internal review, and implementation.

Periodic (monthly) classification issues meetings will be held with union and management to review active classification issues, such as reclassification requests, market-related pay adjustments and/or new classifications.

## **Section 1. New Job Classifications**

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- A. The Employer shall notify the Union by e-mail and phone of any new non-exempt, non-union job classifications established during the term of this Agreement. Upon the Union's request, the Employer and the Union shall meet to determine if such job classification(s) should be in the bargaining unit.
- 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.
- C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract (Job Classification Review Committee) or under the provisions described in Article 25 and Article 26 of the Contract.

## **Section 2. Job Descriptions**

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- A. It is agreed that the Employer and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of the facilities and representative of the type of work, skill level and responsibilities of the job. Job descriptions maintained by the Employer shall be provided to the Union in writing upon request. A copy of new and/or substantially changed job descriptions shall be provided to the Union in writing.
- B. A copy of the current job description should be provided by the supervisor to the new employee upon hire, promotion or transfer into a new job classification or upon request, for employees who do not have a current copy for their current classification.
- C. The Employer shall, in Partnership, work with the employee(s) and the Union in preparing or revising job descriptions. Disputes in connection with this Section shall be referred to the Job Classification Review Committee.
- D. The job description should be reviewed and updated during the evaluation process and prior to posting.

## **Section 3. Classification/Grade Review Requests**

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- A. The Union or Management may request a classification/grade review when a party has a question whether a position is properly classified within the listed contract classification/grade. A written request detailing the reason for the classification/grade review shall be submitted to the Compensation Department in Human Resources.
- B. The Compensation Department will review and analyze all pertinent information and make a classification/grade determination, which may include the designation of a new classification, if appropriate. The analysis will include, but is not limited to, informational data gathering, on-site job review with affected employees, review of current job descriptions, market and/or internal parity as appropriate to the classification to determine grade placement and pay range. Modification of the job description may be made as necessary once the analysis has been

completed. The Employer will provide a written explanation of the determination to the Union within sixty (60) calendar days upon receipt in the Compensation Department. While the time limits described above may be extended by mutual agreement, the effective date for any reclassification shall be the date the review request is received in the Compensation Department.

- 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.

## ARTICLE 14: WAGE RATES

### Section 1. Wage Schedule

- A. The hourly rates of pay shall be as shown in the wage schedules set forth in Schedule A **and/or B/C**. The wage scales set forth are intended to constitute minimum scales only, and nothing in this Agreement shall preclude the Employer from paying in excess of such minimum rates, at the Employer's discretion. However, no employee covered by this Agreement shall, as a result of the provisions of this Agreement, suffer a reduction in **their** wage rate so long as **they** continue in the same classification, except as results from the application of Article 5. Where employees are receiving wage rates in excess of the minimum rates set forth, they shall receive the cents per hour increases provided in the wage schedules.

- B. In the event the Employer determines that it is desirable to offer credit for previous experience to enhance recruitment and retention of employees in any job classification, such service credit adjustment will be done as follows:

- 1) For purposes of determining wage rates upon hire each fully completed year of full-time (20-40 hours per week) work experience in positions with comparable qualifications and responsibilities to those established by the Employer, excluding internships, shall receive one-half (1/2) year of tenure credit. Tenure credit, for purposes of determining starting wage rates, shall not exceed the **four-year step (Step 5)**. The following chart is intended to illustrate the intent of this provision:

**Step 1**

(0 – less than 2 years)

**Step 2**

(2 years – less than 4 years)

**Step 3**

(4 years – less than 6 years)

**Step 4**

(6 years – **less than 8 years**)

**Step 5**

**(8 or more years' experience)**

- 2) Comparable qualifications and responsibilities for purposes of determining starting wage rates will be decided at time of hire.
- 3) In the event that such experience credit is implemented in any classification, a market analysis will be done to see if and how much of an adjustment in the wage scale will be made. Additionally, all current employees will be eligible for past experience credit adjustments based on prior service.

**Positions approved for in-range hiring:**

- Grade 10 – **National Claims Administration (NCA) & Referral Processor II**
- Grade 11 – **NCA**
- All schedule B and C Positions

## **Section 2. Effective Date of Tenure and Across the Board Increases**

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Tenure increases and across the board increases shall become effective at the beginning of the first full payroll period nearest the employee's date of eligibility for such increase.

## **Section 3. Wages Following Promotion**

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An employee promoted shall be paid the first step rate of the new classification that will provide an increase of at least 6% above **their** current rate and which will provide an increase of at least twenty-five cents (\$.25) per hour for each grade. **In cases where, providing a 6% increase exceeds the wage scale, the Company and Union agree to meet and confer.** The employee will receive credit for time spent in **their** former classification, up to a maximum of twelve (12) months, in determining the eligibility date for step **their** increase, if any. If following a downward transfer, an employee promotes back to a position in the same or higher grade, **their** rate of pay shall not be higher than the step rate that would have been in effect if **they** remained in the higher graded position.

## **Section 4. Wage Rate Following a Return to Former Position**

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When an employee is returned to a former or comparable position, **they** will also return to former **their** rate of pay.

## **Section 5. Wages Following Upward Reclassification**

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An employee whose job has been reclassified to a higher grade by the Employer as the result of a classification/grade review, shall be placed on the same step in the higher grade as was held in the former grade.

## **Section 6. Wages Following Lateral Transfer**

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An employee who is transferred to another position in the same grade shall receive not less than **their** former rate. The employee shall receive credit for time spent in **their** former classification in determining **their** eligibility date for future step rate increases.

## **Section 7. Wages Following Downward Transfer**

---

An employee who is transferred to a position in a lower grade shall receive the step rate which is nearest to, but not higher than, **their** former rate. The employee will receive credit for time spent in **their** former classification, up to a maximum of twelve (12) months, in determining the eligibility date for **their** next step increase, if any.

## Section 8. Wages Following Downward Reclassification

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When any job is reclassified downward by the Employer, the employee affected shall continue at the rate of pay in effect at the time of the downward reclassification until the date of **their** next step progression. On this date, the employee shall be paid at the first step in the new classification which is higher than **their** present rate. If Step 8 in the new classification provides a lower rate than the employee's present rate, then the employee shall remain at **their** present rate until Step 8 provides a higher rate, at which time the employee shall be placed on step at the higher rate. The reclassified job shall have a fair and proper relationship to those set forth in Schedule A **and** Schedule B/C.

## ARTICLE 15: WAGE PREMIUMS

### Section 1. Shift Premium

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- 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 **two dollars and seventy-five cents (\$2.75)** 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 **four dollars (\$4.00)** 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 a night shift differential for the hours worked between the starting time and 6:00 a.m. In no case the 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 pay.

### Section 2. Weekend Premium

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- A. Any employee who works a shift of three (3) hours or more between 12:01 a.m. Saturday and **11:59 p.m.** Sunday shall receive a weekend premium of **two dollars (\$2.00)** per hour for those hours worked during that period. **This premium** shall be pyramided with shift premium, when applicable.
- B. **This premium shall be included in holiday, vacation, sick leave, and overtime pay.**

### Section 3. Work in a Higher Classification Premium

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- 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 **one dollar and fifteen cents (\$1.15)** per hour for each grade, up to a maximum of **three dollars and forty-five cents (\$3.45)** per hour 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 **two dollars and five cents (\$2.05)** 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 **two dollars and twenty cents (\$2.20)**. When a Schedule A employee is temporarily assigned the major duties and responsibilities of a Schedule B/C classification for an increment of not less than (1) one hour shall receive a premium of **two dollars and twenty cents (\$2.20)**.

#### Section 4. Premium in Lieu of Benefits

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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 **two dollars (\$2.00)** per hour above their regular straight-time rate of pay.

#### Section 5. Sixth or Seventh Consecutive Day Premium

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- A. Employees assigned to a scheduled work week of twenty-eight (28) hours or more during a period of more than five (5) 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 sixth (6th) or seventh (7th) consecutive day of work regardless of the payroll week and regardless of whether such hours of work are in excess of forty (40) within one (1) payroll week.
  - 1) Refer to Article 9 to determine overtime pay for employees who work more than forty (40) hours during one (1) payroll week.
- B. For purposes of this Section, a day of work shall refer to a workday on which an employee actually works a minimum of one-half (1/2) of **their** scheduled shift. A paid day off shall not be considered as a day of work.
- C. The following examples serve to illustrate the intent of this Section:

Example #1	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.	Sun
Actual Schedule	5	6	4	4	5	5	Off
Total Hours Worked = 29							

Eligible for sixth-day premium

Example #2	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.	Sun
Actual Schedule	Vac.	4	8	8	4	off	

Not eligible for sixth-day premium; did not work six consecutive workdays.

## Section 6. Float Premium

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- A. An employee designated as a float whose primary job is to float from one department/**facility** to another, as unassigned relief, shall be paid a premium of **one dollar and eighty-five cents (\$1.85)** 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 **employees in Primary Care and/or Pediatrics**.

## Section 7. Stand-by Pay

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- A. Employees who are assigned pager unit duty outside of their regularly scheduled hours shall be paid **six dollars (\$6.00)** per hour for each hour spent in such capacity, and **six dollars and fifty cents (\$6.50)** 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 stand-by 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 **they were** 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 stand-by status and who do not respond to a call in a timely manner or are unavailable for work shall forfeit stand-by unit pay for the duration of the assigned period.
- D. Stand-by unit hours shall not count as time worked for purposes of computing overtime for work performed later in the same payroll week.

## Section 8. Outside the Bargaining Unit Premiums

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- A. If an employee accepts an assignment which includes the major duties and responsibilities of a supervisor for a period of one (1) week or more, the employee shall be paid a premium of one dollar and eighty cents (\$1.80) per hour for all hours of work performed in that capacity. An employee shall not be assigned supervisory duties for any period of less than one (1) week. The premium will not apply for time not worked (e.g., holidays, sick leave, vacation, etc.). Employees so reassigned shall continue to accumulate seniority, benefits, and tenure in accordance with this labor agreement.
- B. Work outside the bargaining unit premium of one dollar and sixty-five cents (\$1.65) per hour will be paid for non-supervisory, non-bargaining unit work.

## Section 9. Translation and Sign Language Premium

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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 **one dollar and ten cents (\$1.10)** per hour.



## ARTICLE 16: HOLIDAYS

### Section 1. Recognized Holidays

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- A. The following holidays shall be recognized in accordance with this Article:

National Holidays:	Four (4) Float Holidays/Forty (40) Flexible Personal To commemorate any four of the following:
New Year's Day	Employee's Birthday
<b>Martin Luther King's</b>	President's Day
Memorial Day	Veteran's Day
Independence Day	New Year's Eve
Labor Day	or any other day of significance to the employee
Thanksgiving Day	
Christmas Day	

- B. It is the Employer's intent to abide by any changes in Federal legislation related to these holidays.

### Section 2. Holiday Guarantee/Coverage

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- A. Each regular employee shall be granted a day off for at least one of the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, or **Martin Luther King's Birthday**.
- B. Regional urgent care departments and any other departments and/or facilities which may be open on a recognized National holiday, will employ a core staff to ensure coverage for all required shifts. The Employee may request, and the Employer will make every reasonable effort to schedule up to three (3) National holidays off per year, including at least two (2) Summer and one (1) Winter National holiday.
- 1) Availability of shifts will be posted for regular, clinic and on-call employees within the departments.
  - 2) The employer will attempt to distribute overtime equitably among qualified core staff within any job classification concerned within the facility. Remaining overtime will be made available by seniority to qualified volunteers throughout the Region.
  - 3) On-call employees currently employed in the Urgent Care Departments, and any other departments and/or facilities which may be open on a recognized National holiday, will be expected to work at least one (1) Summer and one (1) Winter National holiday.
  - 4) After equitably rotating any qualified employees who have volunteered for holiday coverage and assigned on-call employees, the Employer will equitably rotate any remaining holiday coverage among drafted qualified employees in reverse seniority order, beginning with the least senior qualified regular or short-hour employee in the job classification concerned within the region.
  - 5) The most senior employee drafted will have **their** choice of open shift and location for which they qualify. An employee may only be drafted for one (1) holiday per calendar year.
  - 6) Employees at risk for assignment will be notified thirty (30) days in advance. The employee may arrange for a training/orientation session prior to their assigned shift.
  - 7) The employer will notify the employees regarding which facilities will be open for the summer holidays on March 1st and for the winter holidays on September 1st subject to changes due to



new member growth and/or loss, significant changes in financial position and/or change in contract providers or other events of similar magnitude.

- C. Mass communication will be used to identify National holiday shift availability and job classification. Available shifts will be posted with contact information and in a common area readily accessible to employees. Less than full shifts will be considered.

### **Section 3. Holiday Pay Eligibility Requirements**

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To be eligible for holiday pay, an employee must meet each of the following eligibility requirements:

- 1) The employee has at least thirty (30) days of service as a regular employee as of the holiday.
- 2) The employee was not directed to work on the holiday.
- 3) The employee was not on layoff or leave of absence, including any time off taken due to illness beyond the period of paid sick leave eligibility, as of the date of the holiday.
- 4) The employee worked the last scheduled workday before and the first scheduled workday after the holiday, except where the employee has been granted an excused absence.

### **Section 4. Float Holidays/Flexibility Personal Hours**

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A regular employee shall receive four (4) float holidays and eight (8) flexible personal hours each 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 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 December 31.
- 2) For the purpose of Work Life Balance, employees shall receive four (4) Float Holidays and eight (8) flexible personal hours. 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.

### **Section 5. Premium Pay for Hours Worked on a Holiday**

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- A. A regular employee who works on a recognized National holiday, as specified in Section 1 of this Article, shall receive premium pay of double-time-and-one-half (2-1/2) **their** regular straight-time rate of pay, including applicable shift premium, for all hours worked on the holiday, or for the employee's assigned full-time equivalent hours, whichever is greater, up to a maximum of eight (8), **nine (9), or ten (10)**. Hours worked in excess of eight (8), **nine (9), or ten (10)** shall be paid at time-and-one-half (1-1/2).
- B. A short-hour, temporary or on-call employee, or a regular employee with less than one (1) month of service, who works on a recognized National holiday, as specified in Section 1 of this Article, shall receive premium pay of time-and-one-half (1-1/2) **their** regular straight-time rate of pay, including applicable shift premium, for all hours worked.

Section 6. Holiday Pay, if Not Worked - Regular Employees

- A. If a recognized National holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight- time rate of pay as the employee would have received had **they** worked, including applicable shift premium; not to exceed eight (8), **nine (9), or ten (10)** hours.
- B. If the recognized National holiday falls on a day other than a normally scheduled workday, the employee shall receive additional pay equal to **their** F.T.E.

Section 7. Holiday on Weekend

- A. If a recognized National holiday falls on Saturday, employees shall observe the holiday on the preceding Friday, provided staffing and scheduling permits. If a recognized National holiday falls on Sunday, employees shall observe the holiday on the following Monday, provided staffing and scheduling permits.
- B. **When a recognized National holiday falls on a weekend, the company shall pay employees double-time-and-a-half their regular straight rate of pay, including applicable shift premium, for all hours worked on the recognized holiday and the observed holiday.**

Section 8. Holiday Pay for Overtime Computation

Holidays for which pay is received shall count as time worked for purposes of computing overtime for work performed later in the same payroll week.

Section 9. Holiday Pay for Night-Shift Employees

For night-shift employees who work on a National holiday, holiday premium pay shall apply to the shift in which the majority of hours are worked on the holiday. The holiday shall consist of the 24-hour period beginning at 12:01 a.m.

ARTICLE 17: VACATION

Section 1. Vacation Eligibility and Allowance

- A. Regular employees, upon completion of one (1) year of service as a regular employee, shall earn an annual vacation allowance, subject to the provisions of this Article, according to the following schedule:

Completed Years of Service	*§Weeks of Vacation 0
1	2
4	3
9	4
25	5

\* This schedule reflects the time off entitlement of a regular full-time employee (FTE = 1.0) in weekly increments.  
§ Per National Agreement an employee with six (6) months of service may use one of their two week allotment.  
**Note: Implementation of the 5<sup>th</sup> week of vacation shall occur no later than the first payroll period of 2025. However, the employer will work with any employee who is eligible for the 5<sup>th</sup> week of vacation who desires to use it during the 2024 plan year to get the time off.**

- B. After completion of six (6) months of service as a regular employee, the employee's vacation account will be credited with one (1) week of vacation which is then available for use, subject to the provisions of this Article. After completion of one (1) year of service as a regular employee, the employee's vacation account will be credited with one (1) additional week of vacation which is then available for use, subject to the provisions of this Article. Thereafter, an employee will earn vacation on a monthly basis and will be able to take vacation, subject to the provisions of this Article, prior to the completion of an eligibility year.
- C. 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.
- D. During transition years (e.g., the fourth, ninth, **and twenty-fifth** years), the employee will continue to earn vacation at **their** current monthly rate until the date **they meet** the service requirement of the higher vacation allowance. On that date, the employee's vacation account will be credited with the number of days representing the increased vacation allowance.
- E. Supervisors will submit to payroll, on a quarterly basis, the number of KTO (Kaiser Time Off) hours per employee for the preceding quarter, which will be used in calculating an adjustment for purposes of vacation and sick leave accumulation.
- F. Except for medical leaves outlined in Article 20 Section 2 "Family and Medical Leave Act"\* and Article 20 Section 3 "Medical Disability Leave of Absence"\*\*, and 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. (As 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.) \* Exhaustion of benefit time still applies to employee absences under 29 days. \*\*For employees on medical leave over 30 days.

## Section 2. Vacation Pay

- A. Pay for vacation shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **they worked their** normal shift that day. This provision will also apply in instances where a regular employee's FTE has previously increased or decreased.
- 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

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- 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 1<sup>st</sup> through March 31<sup>st</sup>. Vacation planning schedules **and seniority list** will be posted **either physically or electronically** and will indicate the number of employees per each **affected** unit allowed to take vacation concurrently.
- B. From January 15<sup>th</sup> to February 6<sup>th</sup>, employees may submit requests for vacation by **submitting** their choices **through the scheduling process either** on the posted vacation **calendar** schedule **or the electronic format**. As well as on the vacation request forms (i.e.: KP time off system). **Submitted requests shall be made visible to all employees**. 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. **If an employee chooses to split their vacation into two (2) or more requests seniority shall apply to the first requested segment, prior to approving any junior employee's request. Only one (1) requested segment may be tied to holidays, as defined in Article 16 -Holidays, unless a holiday has not been selected by a more junior employee.**
- D. During the even calendar years, **for those employees choosing to split** their vacation into three (3) or more **requests**, seniority will **apply** for the first and second vacation segment choices, **prior to approving any junior employee's request**. Of those choices, only one (1) **requested** segment may be tied to holidays **as defined in Article 16 - Holidays**, unless a holiday period has not been selected by a more junior employee.
- E. Approved vacations submitted from January 15<sup>th</sup> through February 6<sup>th</sup> will be posted on or before March 1<sup>st</sup>, in an area **or system visible** to **all** employees. Consistent with scheduling needs, an employee will receive a timely written/**electronic** response. The written/**electronic** 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. **The company will keep track of all approval/denials for possible calendar openings in which an employee may re-submit a previously denied request.**
- F. 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 employee's day(s) off in such a way that they are attached to the employee's vacation period.
- G. Once a vacation has been authorized by the supervisor, no senior employee may bid into the schedule or otherwise claim the date.
- H. 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 the date of earliest submission. The employer will consider vacation requests with less than the normal notice in unusual circumstances. 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 an employee. The written response shall indicate that the request was (A)Approved (B)Denied.

- I. 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.
- J. 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.
- K. Employees may request vacation schedule changes or cancellations, in writing, at any time. Notice must be given **at least 2 weeks** prior to the change or the cancellation. The employer will attempt to place the employee back on the schedule **within 1 week of said notification from the employee.**
- L. 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.
- M. If an approved, scheduled vacation is cancelled by the Employer, the Employer will reimburse the employee for irrevocable, non-refundable and non-transferable costs **(transportation, lodging, travel insurance, tickets, etc.)** upon verifiable proof of loss **(email cancellations, receipts, etc.) to be reimbursed no later than 90 days (from date of cancellation by the Employer).** The employee shall surrender any concerned tickets to the Employer for which they are being reimbursed.

#### **Section 4. Holiday During Vacation**

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If a recognized holiday falls within an employee's vacation on a regularly scheduled workday, pay for the day shall be charged to the holiday and not to vacation, provided the employee is eligible for holiday pay. However, the employee may choose to be paid for the day of vacation in the current payroll period in lieu of another day off.

#### **Section 5. Vacation Carryover**

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Annual vacation allowance shall be taken during the one (1) year period following the employee's anniversary date of eligibility. However, operational requirements or special vacation circumstances may occasionally prevent an employee from taking all earned vacation within the anniversary year. When such circumstances arise, an employee may carry over an amount equal to double times (2X)

his/her current annual vacation allowance, subject to the approval of the Employer. Vacation allowance cannot be earned in excess of this amount. For example, an employee with two (2) years of service may carry a maximum of four (4) weeks of vacation allowance (2 weeks X 2 yrs.) at any given point in time and cannot earn additional vacation allowance until vacation time is utilized.

## **Section 6. Vacation Pay Upon Termination**

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- A. Upon termination from the Company, an employee with at least six (6) months of service as a regular employee shall be paid for any earned vacation allowance unused as of the date of termination; however, in no event shall this amount exceed two (2) years of vacation accumulation.
- B. The employee may not use vacation time off to extend **their** length of employment.

## **Section 7. Use of Vacation to Care for a Sick Child**

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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. Up to three (3) such days in a twelve-month period shall not count as absences for purposes of discipline. In such cases, vacation **and/or flexible personal hours** may be taken in increments of less than eight (8) hours.

# **ARTICLE 18: SICK LEAVE**

## **Section 1. Sick Leave Allowance**

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- 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.
- 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 **their** supervisor, upon request.
- E. Except for medical leaves outlined in Article 20 Section 2 “Family and Medical Leave Act”<sup>\*</sup> and Article 20 Section 3 “Medical Disability Leave of Absence”<sup>\*\*</sup>, and 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. (As 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.) <sup>\*</sup> Exhaustion of benefit time still applies to employee absences under 29 days. <sup>\*\*</sup>For employees on medical leave over 30 days.

## Section 2. Sick Leave Pay Eligibility Requirements

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- A. Sick leave shall be applicable only if the employee is ill on a day **they are** regularly scheduled to work.
- B. Paid sick leave shall begin to accumulate during the first (1st) calendar month of employment but may not be applied to any illness until after completion of the probationary period.
- C. If an employee claims sick leave, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work, if there is reasonable doubt of legitimacy. Further, the Employer may require certification of **their** fitness to perform the work required.

## Section 3. Sick Leave Pay

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Sick leave pay shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **they** worked **their** normal shift that day.

## Section 4. Illness During Shift

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If an eligible employee becomes ill during **their** shift, shall **they** be paid for hours worked and shall receive paid sick leave for the hours not worked during the balance of **their** shift.

## Section 5. Sick Leave for Medical/Dental Appointments

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An eligible employee with at least six (6) months of service may use paid sick leave for hours directly associated with scheduled medical/dental appointments, and/or emergency for dental for children, provided each of the following conditions are met:

- 1) The employee shall give written notice of at least one (1) week, if practical to do so, and supply verification that the appointment was kept **if there is reasonable doubt of legitimacy**.
- 2) In the event the employee's medical/dental appointment is located outside of **their** facility, the appointment shall be scheduled so that at least part of the scheduled appointment falls within the first or last hour of the employee's scheduled shift or within the hour directly preceding or following the employee's meal period, if practical to do so.
- 3) Part-time employees who have days off during the week will make every reasonable effort to schedule medical/dental appointments on their days off.

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

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Employees may use sick leave to care for a sick child/spouse and parent, 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

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If an employee received Workers' Compensation insurance payments, Employer paid sick leave shall be reduced by the amount of Workers' Compensation insurance pay receives 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.

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## Section 8. Holiday During Sick Leave

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If an employee is absent on paid sick leave and a holiday occurs during such absence, if **they are** eligible for holiday pay, such pay shall be charged to the holiday and not against sick leave credits.

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## Section 9. Exhaustion of Sick Leave During Medical Disability Leave of Absence

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- A. Employees who are excessively absent are subject to disciplinary action, up to and including discharge.
- B. However, special consideration shall be given to an employee who returns to work from a medical disability leave of absence in which **their** sick leave account has been exhausted. Upon return from such leave, employee shall be eligible to utilize vacation or float holidays/**flexible personal hours** for sick leave purposes for up to three (3) months. For a period of six (6) months from the date of employee's return to work, s/he shall be permitted to be absent from work due to illness for up to six (6) days without being subject to progressive discipline for excessive absenteeism.
- C. Following the six-month period, an employee who exhausts **their** sick leave account shall be subject to normal disciplinary procedures.

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## Section 10. Use of Vacation to Care for a Sick Child

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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. In such cases, vacation may be used in increments of less than eight (8), **nine (9), and ten (10)** hours.

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## Section 11. Verification of Illness

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The following provisions shall apply to employees who have received discipline or a performance rating of needs improvement or unsatisfactory within the preceding one (1) year in the area of attendance, except when an employee requires use of sick leave for lengthy periods of illness or injury and would otherwise have a "good" attendance record.

- A. Absences will be excused, and sick leave pay received only after obtaining a doctor's certificate during the illness and presenting it to the supervisor upon return to work in the following circumstances:
  - 1) The day before or after a holiday.
  - 2) On days the employee requested time off which had been denied.
  - 3) On single days when a pattern of abuse has been evident.

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# ARTICLE 19. EDUCATION AND TRAINING

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## Section 1. Internal Education and Training

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- A. When an internal education and training program is provided by the Employer for employees in a particular job classification covered by this Agreement, the Employer agrees to provide equal training for all employees in such classification to ensure equal opportunity for advancement and promotion. Further, the Employer agrees, to the extent financially practical, to provide employees with ongoing education to better prepare them for those classifications which require training for qualification.
- B. In the interest of providing high quality patient care and promoting training which enhances employee retention opportunities, career progression and employee development, the Employer and the Union agree to establish a Joint Education and Training Fund. The Employer shall contribute \$30,000 each year to the Joint Education and Training Fund. For purposes of the preceding sentence, \$5,000 of the above noted \$30,000 amount shall be allocated for purposes of development, certification, and training of Coding personnel.
- C. In connection with the above noted fund, a subcommittee of the Colorado Regional Workforce Planning Committee (CRWPC) shall monitor the Joint Education and Training Fund and to establish and administer priorities for use of the fund. The Joint Education Training Committee (JETC), a subcommittee of the CRWPC shall consist of two (2) representatives from Management and two (2) representatives from the Union. The JETC will meet as often as necessary, but no less frequently than quarterly, to govern and administer the use of the Joint Education and Training Fund. Upon mutual consent of the employer and the Union, subject matter experts and other individuals may be invited from time to time to attend JETC meetings. The JETC, working with Operations, Regional functions and Training and Development, will work to determine the type and scope of education and training courses offered and the criteria for selecting employees for programs defined and coordinated by the JETC.
- D. A primary function of the JETC will be to explore options to provide employees with the opportunity to acquire skills necessary to progress to other positions or to retrain in the event of displacement as a result of changing technology or delivery systems. Options the JETC will explore will include, but not be limited to, the following options:
- Expansion of internal training
  - Job counseling
  - Career development planning
  - Skill assessment
  - Re-training opportunities
  - Programs coordinated with educational leaves.
  - Expansion of tuition reimbursement for approved programs State or Federal funding for programs
  - Work site training opportunities
- E. The JETC will meet to jointly establish accounting guidelines and procedures to administer the Joint Education and Training Fund. Any and all expenditures from the Joint Education Fund must conform to the accounting guidelines and procedures established by JETC.

## **Section 2. Outside Education and Training**

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If requested by the Employer, an employee shall be paid for work time spent in conferences, workshops, seminars, or training sessions which are directly job related. Further, the employee shall be reimbursed

for all materials and costs.

### **Section 3. Tuition Reimbursement**

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Regular employees shall be eligible to enroll in educational programs during non-working hours, in accordance with the following:

- A. The course must be taken at an accredited school, junior college, four-year college, university or other equivalent institution. Consideration may be given to non-accredited educational programs which are approved by a recognized professional organization. In addition to traditional classroom training, courses may be taken on-line or through correspondence.
- B. The course must be related to the employee's current work assignment and/or potential for advancement within the Company. In reviewing tuition reimbursement requests, the employee's statement of how the course meets the above criteria will be considered. However, responsibility for authorization of a course for tuition reimbursement purposes shall rest with the Employer.
- C. The course must be taken during non-working hours.
- D. Receipts showing completion with a grade of "C" or better for standard graded/credited courses must be submitted for reimbursement within sixty (60) days of course completion.
- E. Employees who are actively at work while enrolled and attending a course but take a leave of absence prior to completion of the course and are able to complete the course, will be eligible for reimbursement if all other reimbursement criteria have been met.
- F. Reimbursement shall be forfeited if, prior to successful completion of the course, any of the following occurs:
  - 1. Voluntary or involuntary termination.
  - 2. Transfer to a short hour, temporary or on call status.
- G. The following expenses shall not be reimbursed:
  - 1. Transportation to and from the place of instruction, including parking.
  - 2. Costs of periodicals, equipment or any other expenses not directly associated with tuition, fees and required textbooks.
- H. In addition to standard graded/credited courses, the following types of courses are eligible for tuition reimbursement, if successfully completed:
  - 1. A course in which only grades of pass/fail are given.
  - 2. A non-credit course.
  - 3. A course which is audited.
- I. Upon receipt of receipts for allowed expenses and official confirmation of successful course completion, the Employer shall reimburse employees according to the following:
  - 1. Full-time employees with at least five (5) years of service prior to course enrollment will be reimbursed one hundred percent (100%) of the cost of tuition, fees and required

textbooks up to a maximum of \$2,000.00 per calendar year.

2. Full-time employees with less than five (5) years of service prior to course enrollment, shall be reimbursed eighty percent (80%) of the cost of tuition, fees and required textbooks, up to a maximum of \$1,600 per calendar year.
3. Part-time employees will receive tuition reimbursement for tuition, fees and required textbooks on a prorated basis as follows:

FTE	Up to Five Years Service (80% of cost up to)	Five Plus Years (100% of cost up to)
.6	\$ 960.00	\$1,200.00
.7	\$1,120.00	\$1,400.00
.8	\$1,280.00	\$1,600.00
.9	\$1,440.00	\$1,800.00

#### Section 4. Continuing Education Unit Programs

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A regular employee with at least one (1) year of service as a regular employee shall be eligible to attend continuing education unit programs during working hours in accordance with the following:

- A. The program must be related to the attainment of continuing education units for maintenance of licensure, certification, or registration required by the Employer.
- B. The employee must submit a written request to attend the continuing education units' program at least one (1) month in advance of the program.
- C. Responsibility for authorization of continuing education unit programs shall rest with the Employer.
- D. Provided proper notice has been given, the Employer shall utilize its best efforts to grant the days requested. Further, subject to operational requirements, the employee shall receive a timely response to each request.
- E. Following one year of service, eligible employees may receive up to three (3) days off, without loss of scheduled pay, to attend CEU courses and up to \$300.00 towards allowable costs.
- F. Eligible employees shall be granted the previously listed maximum dollars each anniversary year for tuition, fees and books directly associated with the continuing education units' program. The annual expense allowance not used in the anniversary year earned shall not carry over to the next year.
- G. The employee must successfully complete the program as certified by an official report from the institution in which the program was taken.
- H. Pay for time spent in continuing education unit programs held during working hours shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have worked, had s/he worked his/her normal shift.
- I. Due to the fact that the Employer is currently not in a position to provide the necessary continuing education internally, **employees** will be permitted to maintain the current CEU

allowance for the term of this agreement. One-half of the CEU benefit may, with the consultation of the **employee(s)**, be assigned by the supervisor for a class that management deems appropriate for the individual to attend. In the event that the Employer provides an internal program, the employee must attend the internal program prior to going to an external class.

## **Section 5. Training**

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- A. The Employer and the Union agree that training is primarily a responsibility of supervisors. Employees routinely involved in assisting supervisors to coordinate and carry out training typically include leads, training clerks and other employees with the responsibility to coordinate and direct the work of others; however, the Employer reserves the right to include training in other job classifications.
- B. Other employees assigned to train shall have their normal work assignment adjusted to accommodate the additional training responsibilities and shall not be reprimanded for any resulting reduction in quantity of work.
- C. In recognition of the joint commitment that the Union and the Employer share with respect to Affirmative Action, the parties agree, as deemed appropriate mutually by the Union and the Employer, to allocate certain bargaining unit positions annually to a formal on-the-job training program.

## **Section 6. Career Development**

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- A. Tuition Reimbursement may be used for career/job counseling and/or work skills assessment, not to exceed \$400.00.
- B. Labor/Management will identify intra-departmental career ladders and career development opportunities.
- C. The employer and union will jointly direct resources for training.
- D. Bid lids may be waived for career enhancement when no qualified bidders are available.
- E. Training programs may be developed for hard-to-fill positions.

# **ARTICLE 20: LEAVES OF ABSENCE**

## **Section 1. General**

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- A. Only regular and short-hour employees shall be eligible for consideration for a leave of absence, provided the employee meets the eligibility requirements for the particular leave requested.
- B. A leave of absence is defined as an unpaid absence from work of thirty (30) calendar days or more. Personal time off granted for more than five (5) consecutive days shall be considered an extended absence. Extended absences shall count toward the total leave period granted for **medical** disability, Workers' Compensation, and personal leaves of absence. Seniority, benefits, and service for tenure adjustments shall not accumulate during a leave of absence. However, seniority shall continue to accumulate during medical disability leaves of absence. Seniority, benefits, and service

for tenure adjustments shall continue to accumulate during Workers' Compensation leaves of absence.

- 1) Requests for leaves of absence shall be in writing with one (1) copy **sent** to the Human Resources Department **for approval**.

- C. Coverage of all insurance benefit plans in effect at the time the leave of absence begins shall be continued through the end of the month in which the leave of absence begins.
- D. Except as otherwise provided, regular employees may continue health care, dental and life insurance benefits during interim months of their leave of absence at their own expense. Benefit continuation payments are due to the Human Resources Department by the 15th of the month following the end of Employer-paid coverage, and for each subsequent month during the leave of absence period. If an employee neglects to pay the monthly payment by the 15th, **they** will be terminated from all benefit plans on the first day of the month in which the payment was not received, and **they** will be billed for any services received during this period.
- E. Coverage of health care, dental, life insurance and other benefits shall resume on the first day of the employee's return to work. An employee on personal leave of absence who returns to work after the 15th of the month shall pay a pro-rated portion of the premium for that month. An employee on a medical disability leave of absence shall not pay the premium payments for these benefits if returning to work any day during the month.
- F. In cases where an employee with less than five (5) years of service is granted a leave of absence for reasons of Medical Disability, Workers' Compensation or personal, the employee may be granted a maximum of two (2) leaves of absence during any twelve (12) month period, providing the total absences does not exceed six (6) months, including extended absences.
- G. An employee may combine a medical and/or personal leave of absence with an educational leave, provided the employee notifies the Employer at the onset of the medical or personal leave that the educational leave will immediately follow. In such instances, the employee will be forwarded and must sign a form waiving reinstatement rights under the medical or personal leave sections, and the maximum leave period for the combined leaves may not exceed two (2) years. The Employer will fill the vacant position when the employee begins the medical or personal leave. Upon return, the employee's reinstatement rights shall be in accord with the educational leave section.
- H. An employee who does not return to work prior to the maximum leave of absence period specified in this Article shall be processed as a voluntary termination.
- I. 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 regulations.
- J. All persons who replace employees who are on a leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return.

## **Section 2. Family and Medical Leave Act**

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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.

## **Section 3. Medical Disability Leave of Absence**

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- A. Six (6) months of service is required to be eligible for a medical leave of absence with the exception of pregnancy which requires three (3) months of service. The employee must submit a written leave of absence request to **their** supervisor at least one (1) month prior to the commencement of the leave of absence, except when sudden illness or injury prohibits such notification. Further, the employee must submit to the Human Resources Department an Attending Physician's Statement from **their** physician certifying that s/he is disabled for the leave of absence period requested.
- B. In the determination of a medical disability leave of absence commencement and ending date, the Employer shall consider the Attending Physician's Statement and any factor(s) which affect the employee's ability to **perform their customary job duties safely and effectively**.
- C. At the beginning of the disability period, the employee must exhaust **their** sick leave account. Immediately thereafter, the employee may elect to use any earned vacation and/or float holidays prior to the beginning of a leave of absence. If the employee remains disabled following exhaustion of sick leave and use of optional vacation/float holidays, **they** may apply for short-term disability benefits.
- D. The duration of a medical disability leave of absence shall be that period during which the employee is certified as disabled by **their** physician up to a maximum of six (6) months for employees with less than five years of service, and twelve (12) months for employees with five (5) or more years of service. Vacation and sick leave benefits used in conjunction with a medical disability leave of absence shall not count toward the leave period unless the medical leave is followed by a personal leave for care of a newborn child (refer to the section on personal leaves). Disability insurance benefits used in conjunction with a medical disability leave shall count toward the leave period.
- E. For employees with at least two (2) years of service as a regular employee, health care coverage, in effect at the time the leave of absence begins, shall be continued at the Employer's expense for the duration of the Employer-approved medical disability leave period.
- F. Employees who request a medical disability leave of absence for pregnancy-related purposes, to be followed by a personal leave of absence to care for the newborn child, shall be considered as having requested one (1) leave of absence under this provision. The personal leave of absence must directly follow completion of the period of pregnancy-related disability. The duration of both leave periods may not exceed six (6) months, including any sick leave and/or vacation taken immediately prior to the medical disability leave.
- G. An employee shall, if feasible, provide **their** supervisor with at least three (3) weeks of written notice of intent to return from a medical disability leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- H. When an employee returns to work from an authorized medical disability leave of absence of six (6) months or less, provided that the Attending Physician releases **them** to duty, **they** shall be reinstated to the same position held prior to **their** leave of absence. If the employee is not able to perform **their** job, or has restrictions/limitations that can not be reasonably accommodated, or if work assignments have changed or been eliminated such that is not possible to reinstate the employee to **their** former position, the Employer shall reinstate **them** to a position in the facility that is as comparable to **their** original position that **they are** capable of performing as is

reasonable under the circumstances with no reduction in wage rate. Such rights to return shall be given preference in filling open jobs.

- H. When an employee returns to work from an authorized medical disability leave of absence of more than six (6) months, providing that the Attending Physician releases **them** to duty, the employee will be reinstated to a position comparable to **their** original position that **they are** capable of performing as is reasonable under the circumstances, with no reduction in wage rate. If no comparable position exists, the employee will be placed in the nearest comparable position, as determined by the Employer, and for which the employee is qualified and capable of performing. The wage rate will be determined in accordance with Article 14 of this Agreement.
- I. If a reduction in force has occurred in the facility during the leave, a more senior employee shall have the option to return to **their** former position, if available, or be reinstated to a comparable position as defined in paragraph H.

#### Section 4. Personal Leave of Absence

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- A. An employee must have at least six (6) months of service to be considered for a personal leave of absence.
- B. The following situations shall normally be considered as reasons justifying an employee request for a personal leave of absence:
- 1) Illness, injury, or death in the employee's immediate family. For purposes of this Section, immediate family shall be defined as the employee's spouse, sister, brother, daughter/**step**, son/**step**, mother, mother-in-law, father, father-in-law, legal guardian, legal ward, **grandchildren**, and grandparents.
  - 2) Adoption of a child immediately after placement of the child.
  - 3) Caring for the employee's newborn child.

The Employer shall consider requests for a personal leave of absence for other situations of similar significance on an individual basis.

- C. At the beginning of the leave period, the employee may elect to use any earned vacation or float holidays.
- D. The duration of a personal leave of absence shall normally be a maximum of three (3) months. Vacation used in conjunction with a personal leave of absence shall count toward the three-month leave period. However, exceptions shall be made under the following circumstances:
- 1) When a personal leave of absence to care for the employee's newborn child directly follows a medical disability leave for pregnancy-related purposes, the duration of both leave periods shall not exceed six (6) months, including any sick leave and/or vacation taken prior to the medical disability leave.
  - 2) With the written approval of the supervisor and the Human Resources Department, a personal leave of absence may be extended for an additional three (3) months, up to a maximum of six (6) months. An extension of a personal leave of absence associated with the care of a newborn or adopted child will be automatically granted provided the total absences do not exceed six (6) months.



- E. An employee is requested to provide **their** supervisor with at least three (3) weeks of written notice of intent to return from a personal leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- F. When an employee returns to work from an authorized personal leave of absence of three (3) months or less, **they** shall be reinstated to the same position held prior to **their** leave of absence.
- G. If an employee extends **their** personal leave of absence, as described in Paragraph D (2) of this Section, and if conditions have so changed in the facility that it is not reasonable to reinstate **them** to a position, the Employer shall reinstate **them** to a position that is as nearly comparable to **their** original position as is reasonable under the circumstances. However, a personal leave of absence to care for the employee's newborn child which directly follows a medical disability leave for pregnancy-related purposes, or a personal leave to care for an adopted child shall not be considered as an extension of the personal leave for purposes of reinstatement.

## Section 5. Educational Leave of Absence

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- A. An employee must have at least two (2) years of service prior to the leave of absence commencement date to be considered for an educational leave of absence.
- B. The employee must be an active student at an accredited College or University for at least nine (9) months per year or three-fourths (3/4) of the period for leaves less than one (1) year. Written documentation of attending school must be provided to the supervisor on a quarterly basis.
- C. The education must be related to the employee's current work assignment and/or potential for advancement within the Company.
- D. The duration of an educational leave of absence shall be a maximum of two (2) calendar years.
- E. An employee is requested to provide **their** supervisor with at least three (3) weeks of written notice of intent to return from an educational leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- F. When an employee returns to work from an authorized educational leave of absence, **they** shall be reinstated to the same position held prior to the leave, if an opening exists at the time the leave terminates. If no opening exists, the employee shall be placed in the nearest comparable position, if an opening exists in such position. If no opening exists in either case, the employee shall be offered any other opening that does exist. If the employee refuses such open job, **they** shall be terminated.
- G. Employees returning from medical or personal leaves must work a minimum of twelve (12) months prior to requesting an educational leave.

## Section 6. Military Leave

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- 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 **their** 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 **their** military service, such re-employment rights as **they** 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. 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.

## **Section 7. Workers' Compensation Leave**

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- A. An employee is eligible for a leave of absence due to a valid Workers' Compensation injury or illness, commencing the first day of employment, for reported on-the-job injuries or illnesses.
- B. The employee must submit a written leave of absence request to **their** supervisor prior to the commencement of the leave of absence, except when sudden illness or injury prohibits such notification. Further, the employee must submit to the Human Resources Department an Attending Physician's Statement from his/her physician certifying that **they are** disabled for the leave of absence period requested.
- C. In the determination of a Workers' Compensation leave of absence commencement and ending date, the Employer shall consider the Attending Physician's Statement in determining the employee's ability to perform **their customary job duties safely and effectively**.
- D. At the beginning of the disability period, the Employer will integrate Employer-paid sick leave with Workers' Compensation payments (for example, one-third sick leave is charged per day) until the sick leave account is exhausted. Please refer to Article 18, Section 6 of this Agreement.
- E. The duration of a Workers' Compensation leave of absence shall be that period during which the employee is certified as disabled for a maximum of six (6) months for employees with less than five (5) years of service, and twelve (12) months for employees with five (5) years or more of service.
- F. For employees with at least one (1) year of service as a regular employee, health care coverage in effect at the time the Workers' Compensation leave of absence begins, shall be continued at the Employer's expense for the duration of the Employer approved Workers' Compensation leave period.
- G. When an employee returns to work from an authorized Workers' Compensation leave of absence of six (6) months or less, provided that the Attending Physician releases him or her to duty, **they** shall be reinstated to the same position held prior to **their** leave of absence. If the employee is not able to perform **their** job, or has restrictions/limitations that can not be reasonably accommodated, or if work assignments have changed or been eliminated such that it is not possible to reinstate the employee to **their** former position, the Employer shall reinstate **them** to a position in the facility that is as comparable to **their** original position that is capable of performing as is reasonable under the circumstances with no reduction in wage rate. Such rights to return shall be given preference in filling open jobs.

When an employee returns to work from an authorized Workers' Compensation leave of absence of more than six (6) months, providing that the Attending Physician releases him/her to duty, the employee will be reinstated to a position comparable to **their** original position that **they are** capable of performing as is reasonable under the circumstances, with no reduction in wage rate. If no comparable position exists, the employee will be placed in the nearest comparable position, as determined by the Employer, and for which the employee is qualified and capable of performing. The wage rate will be determined in accordance with Article 14 of this Agreement.

- H. An employee who has been terminated due to **their** inability to return to work following a Workers' Compensation leave of absence, shall retain previously accrued seniority as of that date, for a period of six (6) months. Such seniority may be utilized only for the purpose of bidding on vacancies for which **they are** qualified and capable of performing, and providing that the Attending Physician releases **them** to duty.

## ARTICLE 21: OTHER LEAVE BENEFITS

### Section 1. Jury Duty and Subpoenas

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A regular benefited employee who is required to report for jury service, or compelled to appear as a witness in a legal proceeding arising out of the scope of **their** employment, shall be excused from work, with pay, on a day **they** would otherwise have worked, under the following conditions:

- 1) The employee must present **their** supervisor with a copy of the jury summons/subpoenas and evidence of attendance.
- 2) The employee shall be required to notify **their** supervisor when **they are** excused from jury service and available for work.
- 3) A day-shift employee excused from jury service by 12:00 noon shall be required to report to work within one (1) hour after release from jury service, if greater than two (2) hours remain on their regular shift.
- 4) An evening-shift employee shall not be required to work **their** scheduled shift immediately following jury service. An evening-shift employee excused from jury service by 12:00 noon shall be required to work at least one-half (1/2) of his/her scheduled shift immediately following the jury service.
- 5) A night-shift employee shall not be required to work **their** scheduled shift immediately prior to jury service. A night-shift employee excused from jury service by 12:00 noon shall be required to work at least one-half (1/2) of **their** scheduled shift immediately following jury service.
- 6) Pay for jury duty shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **they** worked **their** normal shift that day. In the event the employee's normal shift fluctuates between payroll periods, jury duty pay shall be for the employee's assigned full-time equivalent (FTE) hours. There will be no offset to employees' pay nor collection of jury duty pay provided by the courts.
- 7) An employee will not be disciplined because of the need to respond to a subpoena when a

copy of such subpoena is provided to the Employee.

## **Section 2. Bereavement Leave**

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- A. When a death occurs in the immediate family of an employee, **they** shall be entitled to a time **off** 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/Son In-Law/Step Son In-Law
  - Sister/Step Sister/Sister In-Law/Step Sister In-Law
  - Brother/Step Brother/ Brother In-Law/Step Brother In-Law
  - Grandparent/Step Grandparent, **Grandparent-In-Law**
  - Grandchildren/Step Grandchildren, **Grandchildren-In-Law**
  - 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 norm shift fluctuates between payroll periods, bereavement leave pay shall be for the employee's assigned full time equivalent hours.

## **ARTICLE 22: RETIREMENT BENEFITS**

### **Section 1: Pension Plan**

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- A. The normal pension benefit formula of the Kaiser Permanente Colorado Pension Plan shall be 1.45% of average monthly compensation over the highest paid sixty (60) consecutive months from the last one hundred twenty (120) months of employment, multiplied by years of credited service. All other provisions of the Pension Plan shall remain in effect for the duration of this Agreement.
- B. The Employer assumes responsibility for maintaining compliance with all State and Federal laws regarding pension plans. Pension Plan changes solely for the purpose of ensuring compliance with these laws shall not constitute a reopening of this Agreement. The Employer shall keep the Union advised of any and all changes in the Pension Plan, including all actuarial studies and funding

changes.

- C. Employees shall be one hundred percent (100%) vested for their pension benefit after five (5) years of service, as defined in the Pension Plan.

## **Section 2. Retired Health Care Coverage**

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- A. Employees with at least fifteen (15) years of service who retire under the early, normal, or postponed provisions of the Kaiser Permanente Colorado Pension Plan shall receive Employer paid basic medical coverage subject to the following limitations and provisions:
- B. Employees who retire under the disability provisions of the Kaiser Permanente Colorado Pension Plan shall receive Employer-paid basic medical coverage for the retiree, **their** spouse, and eligible dependents, subject to the following provisions:
  - 1) Basic medical coverage will be provided once the retiree is eligible for disability benefits under Title II of the Social Security Act (and will continue for as long as the retiree is eligible for disability benefits under Title II of the Social Security Act), or until the retiree's death, whichever occurs first. If the retiree should become ineligible for Title II disability benefits, the Employer-paid medical coverage will cease at the end of the month in which the retiree became ineligible.
  - 2) The Employer's contribution to medical care shall be limited to a maximum of \$150.00 per eligible person, per month, and the Medicare integration requirements shall be the same as described in paragraph A, 4.

## **Section 3. Tax Deferred Savings Plan**

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The Employer shall provide employees with a Tax Deferred Savings Plan (Tax Sheltered Annuity) as annually defined by the third-party carrier selected by the Employer.

## **Section 4. Defined Contribution Plan**

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Employees should refer to the National Agreement for this information.

# **ARTICLE 23: INSURANCE BENEFITS**

## **Section 1. General Information**

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- A. The employer provides a flexible benefits plan that enables benefit eligible employees to choose a variety of benefit options to best fit their individual needs.
- B. Effective the first of the month following their date of hire, benefit eligible employees will receive the funded level of KFHP Mid-Option Plan health care and supplemental medical coverage for themselves and their family, and individual life insurance coverage as outlined in National

Agreement, currently \$50,000, during the first 90 days of employment.

- C. All benefits selected under the flexible benefits plan will become effective the first of the month following 90 days of employment.
- D. If a newly benefit eligible employee does not enroll in their flexible benefit choices by the deadline given in new employee orientation, they will automatically receive default coverage. Default coverage consists of the KFHP HMO Low Option health care & supplemental medical coverage for self and family, and life insurance for employee as outlined in the National Agreement, currently \$50,000. In addition, any unused credits will not be returned to you.
- E. Please refer to your flexible benefits plan handbook, “Benefits by Design” for more specific information.
- F. For the purpose of interpreting benefit provisions of the contract, it shall be understood by the parties that Domestic Partner will be interchangeable wherever spouse is mentioned.

## **Section 2. Basic Medical Coverage**

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- A. Through the flexible benefits plan, there are different levels of medical options to choose from. The medical coverage selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage, as defined by Kaiser Foundation Health Plan of Colorado (KFHP) will be for each regular benefit eligible employee and their eligible dependents.
- B. For purposes of this section, eligible dependents shall include unmarried, dependent children until the end of the month in which they turn 24 years of age. The dependent must contact the Human Resources Department within sixty (60) days of the loss of coverage if interested in continuation of group coverage.
- C. Employees must contact a Benefits Representative in Human Resources within thirty-one (31) days of an event to complete the necessary forms for additions, changes, or deletions to Health Plan coverage.

## **Section 3. Supplemental Medical Coverage**

---

- A. Supplemental medical coverage is automatically included with your basic medical coverage and will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage, as defined by Kaiser Foundation Health Plan of Colorado (KFHP), will be the same as enrolled in basic medical coverage for each regular benefit eligible employee.
- B. You must have selected one of the basic medical coverage options through the flexible benefits program to receive supplemental coverage.
- C. This option is not included with the Point of Service (POS) option.

## **Section 4. Dental Plan**

---

- A. Through the flexible benefits plan, there are different levels of dental options to choose from. The dental coverage selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage will be for each regular benefit eligible employee and their eligible dependents.

- B. For purposes of this section, eligible dependent children shall include unmarried children under nineteen (19) years of age or under twenty-four (24) years of age if they attend an educational institution on a full- time basis and dependent upon their parent(s) or legal guardian(s) for support. The dependent must contact the Human Resources Department within sixty (60) days of the loss of coverage if interested in continuation of group coverage.
- C. Employees must contact the Benefits Representative in Human Resources to complete the necessary forms (different from Health Plan) for additions or deletions to Dental Plan coverage within thirty-one (31) days of an event.

## **Section 5. Life Insurance and Accidental Death & Dismemberment Insurance**

---

- A. Through the flexible benefits plans there are many coverage levels to choose from. The life insurance options selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage will be for each regular benefit eligible employee.
- B. During your initial flexible benefits selection, you may choose up to \$100,000 of life insurance coverage without providing evidence of insurability (EOI).
- C. Accidental Death & Dismemberment (AD&D) coverage provides additional income protection in case of an injury or death as a result of an accident. There are many coverage levels to choose from.

## **Section 6. Short Term Disability**

---

- A. Through the flexible benefits plan there are options to choose from. The short-term disability (STD) coverage selected will become effective the first of the month following 90 days of service as a regular benefit eligible employee.
- B. Short-term disability insurance offers you protection during the first six months of a serious illness or injury. It pays benefits beginning on the eighth day of disability or after you have exhausted your available sick leave, whichever is later, provided you are certified as medically disabled.
- C. An employee may elect to use any earned vacation and/or float holidays prior to the beginning of a leave of absence. If the employee remains disabled following exhaustion of their sick leave and use of optional vacation/float holidays, **they** may apply for short-term disability benefits.

## **Section 7. Extended Income Protection**

---

- A. Through the flexible benefits plan the Extended Income Protection (EIP) coverage selected will become effective the first of the month following 90 days of service as a regular benefit eligible employee.
- B. EIP coverage provides you with income protection if you have exhausted your short term (if selected) disability benefits and are still medically disabled following twenty-six (26) weeks of an illness or injury. EIP benefits begin after you have exhausted your short-term disability (if selected) and you may receive EIP benefits for up to a maximum of 48 months or until you are no longer disabled.

## **Section 8. Maintenance of Benefits**

---

The Employer agrees to maintain the existing co-pays and the level of health plan benefits as established

at the time of, and for the duration of this collective bargaining agreement, to include the Health Plan changes for 2006, effective January 1, 2006.

## **ARTICLE 24: OTHER PROVISIONS**

### **Section 1. Workload Distribution**

---

- A. It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for employee safety.
- B. When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker.

### **Section 2. Payday and Paychecks**

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- A. Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.
- B. Employees upon written request may direct automatic deposit of their paycheck to a bank or savings 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.
- C. 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.

### **Section 3. 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. 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.

### **Section 4. Bulletin Boards**

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The Employer will provide adequate space at each facility for Posting Union Communications. In the event the Union demonstrates the need for a glass-enclosed, locked bulletin board, such shall be provided for the Union's use.

### **Section 5. Performance Evaluations**

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- A. 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, provide an



opportunity for feedback, recognition, and identification of mutual areas of interest.

- B. 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.
- C. Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee's personnel file.
- D. Performance evaluations shall not be grievable.

## **Section 6. Personnel Files**

---

- A. Employees promoted shall be given a written record of the promotion, including the effective date thereof and the rate of pay.
- B. Employees, by appointment and without pay, shall be allowed to view their personnel file and all data therein, except for confidential pre-employment references which are subject to the Employer's approval.
- C. Official personnel files will be maintained in the Personnel Department. Decisions involving determination of an employee's merit will be based upon information contained in the official personnel file.
- D. An employee shall be informed of any Plan, or any Disciplinary Notice placed in **their** personnel file and shall be provided with a copy of such Plan or Notice and provided an opportunity to affix **their** signature thereto as recognition of being informed. The employee shall be given an opportunity to submit explanatory remarks for the record.
- E. Employees shall be periodically permitted to review the department file, which is maintained by the supervisor, and permitted to submit explanatory remarks regarding any contents.

## **Section 7. Volunteers and Special Programs**

---

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

## **Section 8. Mileage Reimbursement**

---

- A. Employees required to use their personal automobile for employer business will be reimbursed according to the Employer's current policy on mileage reimbursement.
- B. An employee's automobile shall be used only at the request of the employee's supervisor and with



the employee's approval.

- C. Employee vehicles shall not be used to transport patients under any circumstances.
- D. It is understood that an employee's personal automobile is not insured by the Company, and the Company is not liable for claims arising out of operation of employee automobiles.
- E. Mileage reimbursement shall not be provided to employees for their customary drive to and from work. For an employee regularly assigned to work at more than one facility, the customary drive to and from work shall refer to the distance between home and the facility to which the employee is normally assigned. Mileage reimbursement shall be paid for any difference between the employee's customary drive to and from work and his/her drive to another facility, as assigned by the supervisor.

## **Section 9. Distant Travelers Premium**

---

**The company will pay a premium differential of seventy-five (\$75) dollars for the shift if an employee is required to drive greater than 100 miles total, from the employee's home clinic. The time for the commute, defined as the customary drive to and from work, will not be counted as hours worked or calculated as mileage for any purpose. This does not modify any other portion of the Collective Bargaining Agreement.**

## **Section 10. Dependent Care Expenses**

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The Employer shall continue to offer a salary redirection plan consistent with Federal regulations, to assist employees with dependent care expenses.

## **Section 11. Health & Safety**

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- 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 construction, fumes, extreme temperatures, ergonomics issues, patient handling concerns, infectious diseases, and workplace design), the Employer agrees to meet with the Union and the affected employee(s) to discuss how to mitigate risks. If the risk(s) is unable to be mitigated, the Employer can reassign the employees to a different work area or assign different job tasks that will avoid the potentially unsafe work conditions.

## **Section 12. Employee Resignation**

---

Employees resigning from the company will provide at least two (2) weeks' notice in order to be considered eligible for rehire. In instances where less than two weeks' notice is given, eligibility for rehire is left to the discretion of the supervisor.

## **Section 13. Conscientious Objection**

---

The Employer and the Union recognize the rights of individuals to refuse to participate directly in

therapeutic abortion procedures. Employees who wish to exercise those rights shall submit their written request to the Employer. The Employer shall honor such requests by making reasonable accommodation, except in an emergency situation, where the immediate nature of the patient's needs and rights shall take precedence over exercise of the employee's rights.

## **ARTICLE 25: RESOLUTION, CORRECTIVE ACTION, AND DISCHARGE**

### **Section 1. General**

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- A. Any non-probationary employee who believes that **they have** been disciplined without good and sufficient cause shall have the right to appeal such discipline in accordance with the grievance and arbitration procedure.
- B. No employee will be reassigned due to job performance problems without good reason.

### **Section 2. Overview**

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Any and all matters of controversy, dispute, or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be examined and resolved by this Resolution/Grievance Procedure. All parties are encouraged to use Section 3, Resolution Procedure. Any matters involving disciplinary action may go directly to Article 26, the Grievance and Arbitration Procedure.

Throughout the Resolution/Grievance Procedure the employee has the right to request Union representation.

### **Section 3. Resolution Procedure**

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- A. If the concern is generated from the employee to the Union Steward or Representative, the Union shall notify the supervisor. If the concern is generated by the supervisor or by the employee to the supervisor, the supervisor shall notify the Union Steward or Representative about the need for a meeting.
- B. The Employer and the Union agree to attempt resolution through informal discussion so that the submission of a written grievance may not be necessary. The dialogue shall focus on resolving the issue to the satisfaction of all parties on an informal, amicable basis. Facts surrounding the issue(s) shall be presented, reviewed, and options discussed. Issue(s) must be addressed within a reasonable period of time.

### **Section 4. Performance Improvement Steps**

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See Corrective Action of the National Agreement.

### **Section 5. Discipline and Discharge**

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- A. No employee shall be disciplined or discharged without just cause. Any employee who is discharged shall be informed in writing at the time of the discharge of the reason(s) for the discharge.

- B. Supervisors shall ask employees if they wish the presence of a Union Steward and/or Union Representative in any meeting or investigation that may result in discipline. The selection of a Union Representative shall not unduly delay the proceeding.
- C. It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.
- D. In the event the Employer disciplines or discharges an employee, the Employer will, at the request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statement used by the Employer as a basis for the disciplinary action.
- E. 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.
- F. 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 where there are other materials of the same or related nature. 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.

## **Section 6. Termination Pay**

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

# **ARTICLE 26: GRIEVANCE AND ARBITRATION PROCEDURE**

## **Section 1. General Principles**

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- A. **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.
- B. **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 ten (10) 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 Union may request an extension and the Employer shall grant such extension. 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.

- C. **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.
- D. **Written Grievance Documents:** All grievances, grievance appeals, grievance responses, requests for extensions of the time limits and agreements to extend time limits will be given in writing.
- E. **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.
- F. **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.
- G. **Union Staff Representatives:** Union staff representatives may participate at any level of the grievance procedure.
- H. **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.

## **Section 2. Steps of the Grievance and Arbitration Procedure**

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- A. **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.

- B. **Step Two:** All issues that are not resolved at Step One may be appealed to Step Two within ten (10) calendar days. An appeal to Step Two shall be submitted in writing as 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 ten (10) 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.

- C. **Step Three:** All grievances that are not resolved at Step Two may be appealed to Step Three within ten (10) 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.
- D. **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 ten (10) 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.
- E. **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 (FMCS). Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.
- F. **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.
- G. **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 room costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

### **Section 3. Grievances Associated with The Master Agreement**

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The parties agree that they will use their best efforts to identify any grievance that may involve interpretation or application of the Master Agreement, or practices relating to the provisions of the Master Agreement, before such a grievance is appealed to Step 3, and this shall be noted in either the Step 2 response or the appeal to Step 3. If such a grievance is resolved at Step 3, it shall be resolved at the local bargaining unit level on either a non-precedent setting basis or as a precedent applicable to that bargaining unit only, unless otherwise agreed to by all parties to the Master Agreement. The parties will identify three (3) permanent arbitrators who shall be the only arbitrators who may be selected to hear grievances involving the Master Agreement. At the time an arbitrator is selected to hear a specific case, the parties will inform the arbitrator whether they wish the arbitrator to issue a precedent-setting decision, a non-precedent-setting decision, or to decide whether a decision will be precedent-setting as

one of the issues in the case.

## **ARTICLE 27: DURATION AND RENEWAL OF AGREEMENT**

### **Section 1. Duration of Agreement**

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- A. This Agreement shall become effective October 1, **2023**, and shall continue in effect until 11:59 pm, September 30, **2027**. It shall continue from year to year thereafter unless amended, modified, changed, or terminated.
- B. Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.
- C. Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

### **Section 2. Renewal of Agreement**

---

This Agreement shall be automatically renewed from year to year thereafter unless either party serves upon the other at least ninety (90) calendar days of prior written notice of a desire to modify or terminate this Agreement. If such notice to modify or terminate is served on a timely basis, negotiations shall commence between the parties promptly after receipt thereof.

# Kaiser Permanente SEIU Colorado Region

## Memorandum of Agreement

The Agreement between Kaiser Foundation Health Plan of Colorado and Colorado Permanente Medical Group, P.C. and SEIU, Local 105, including all applicable side letters of understanding, shall be effective beginning October 1, 2015 and shall continue in full force and effect up to and including September 30, 2019.

This Agreement shall be automatically renewed year to year thereafter unless either party serves upon the other a written notice to modify or terminate the Agreement at least ninety (90) calendar days prior to the expiration date of this Agreement, specified within.

Section 3D of the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions sets forth applicable duration provisions which are hereby adopted and incorporated into this Agreement.

For the Union  
SEIU, Local 105



Ron Ruggiero, President



Stephen Cousins  
Health Care Director



Shelly Fowlkes  
Secretary Treasurer, Executive Board

For the Employer  
Kaiser Foundation Health Plan of  
Colorado and Colorado Permanente  
Medical Group, P.C.



Roland Lyon, President



Margaret Ferguson, M.D.  
Executive Medical Director



Jerry Hartbarger  
Vice President Human Resources



Kent Enwright  
Senior Manager of Labor Relations



## Kaiser Permanente – SEIU Colorado Region

October 1, 2010

CHILD CARE

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Child Care, and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the Agreement.

The Union and the Employer recognize the value of having affordable back-up child care for the children of Kaiser Permanente employees. Working parents occasionally face situations where child care arrangements fail, schools are closed, or children are mildly ill.

When these or similar situations arise, Second String child care is currently available to Kaiser Permanente employees. In addition, a current list of licensed day-care providers offering discounts to Kaiser Permanente employees is available for review from the Benefits Representatives in Human Resources. If additional licensed day-care providers offering discounts are identified, the Benefits Representative should be contacted so additional resources can be added to the list. The Employer will periodically communicate that new resources have been added.

In the interest of operational needs and improving the attendance of employees, a Labor-Management Partnership (LMP) task force will be established to explore the possibility of expanding affordable back-up child care options. The LMP task force shall consist of one member from each of the following constituents: Local 105, CPMG, Management and Human Resources. An offer will be made to add a UFCW Local 7 representative. Should UFCW Local 7 choose not to participate, an additional SEIU Local 105 member will be added. This LMP task force recommendation(s) will be completed within 12 months after the contract goes into effect.

For the Company:



Jacqui McKenna  
Senior Director of Human Resources

10-7-12

For the Union:



Keisha Stewart  
Deputy Trustee SEIU Local 105

10-18-12

**Kaiser Permanente – SEIU  
Colorado Region**

October 1, 2010

FMLA VACATION

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to FMLA vacation, and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the agreement.

Employees will not be required to use vacation or flexible personal hours at the beginning of FMLA leave for family illness.

For the Company:

For the Union:



Greg Morcenda  
Senior Director of Human Resources

10-1-12



Keisha Stewart  
Deputy Trustee SEIU Local 105

10-18-12

# Kaiser Permanente – SEIU Colorado Region

October 1, 2010

JOINT CODING EDUCATION COMMITTEE

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Joint Coding Education Committee (JCEC), and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the agreement.

In the interest of developing coding professionals and promoting coding training which enhances retention opportunities, career progression and employee development, the Union and the Employer agree to establish a Joint Coding Education Committee. The purpose of this Committee is to explore options that provide opportunities to acquire skills and experience as necessary to enter and/or progress through the Coding Career Ladder and provide recommendations to the Colorado Regional Workforce Planning Committee.

The Committee will explore, but not be limited to, the following options:

- Internship programs
- Work site training opportunities
- Skills development
- Educational job tools

The Committee shall consist of two (2) representatives from the Union and two (2) representatives from the Management. At least one of these representatives will be from the Colorado Regional Workforce Planning Committee. The Committee shall commence within 30 days after ratification of this contract.

For the Company:

For the Union:



Jacqui McKenna      Date  
Senior Director of Human Resources

10-1-12



Keisha Stewart      Date  
Deputy Trustee SEIU Local 105

10-18-12

# Kaiser Permanente – SEIU Colorado Region

October 1, 2010

JOINT CODING WORKPLACE COMMITTEE

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Joint Coding Workplace Committee (JCWC), and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the agreement.

In the interest of creating and maintaining an environment which promotes retention within the Coding Department, the Union and Employer agree to establish a Joint Coding Workplace Committee. The purpose of this Committee is to explore options that will make the Coding Department an attractive place to work.

The Committee will explore, but not be limited to the following options:

- Morale enhancement
- Work from home
- Flexible scheduling
- Partnering with Physicians

The Committee shall consist of two (2) representatives from the Union and two (2) representatives from Management. This Committee shall commence within sixty (60) days after ratification of this contract.

For the Company:

For the Union:



Jack McKenna      Date  
Senior Director of Human Resources



Keisha Stewart      Date  
Deputy Trustee SEIU Local 105



## KAISER PERMANETE

The purpose of this letter is to set forth the understanding reached in discussions with Management and Labor, (SEIU Local 105) to run concurrently with the Agreement, effective October 1, 2012 through the expiration of the Agreement.

In the interest of providing imaging technologist employees within Kaiser first exposure to benefitted employment opportunities within the Imaging department, management will post all vacant benefitted imaging technologist positions within departments and locations where there are technologists, performing imaging services for three days prior to posting to the KPCO job board.

The departments and locations in which technologists currently perform imaging services currently include:

Medical Imaging - all locations;  
Orthopedics – Franklin, Lone Tree, Rock Creek, and Yosemite;  
Anesthesiology - Franklin & Rock Creek;  
Perinatology - Franklin;  
Cardiology – Franklin and  
Minor Surgery - Franklin.

The parties understand that the above list is not intended to be exhaustive and may expand or shrink if imaging services are modified in the region.


In entering into, this Letter of Understanding, the parties agree that this agreement applies only to imaging technologist positions.

For the Union  
SEIU Local 105

Stephen Cousins  
Healthcare Division Director, SEIU 105

\_\_\_\_\_  
Date

For the Company  
Kaiser Permanente

  
Jeron Lowe  
Human Resources Business Partner

✓ 11/15/15 tS  
\_\_\_\_\_  
Date

  
Ron Rueschhoff  
Regional Administrator Medical Imaging

11-16-15  
\_\_\_\_\_  
Date

**KAISER PERMANENTE**



### **Agreement**

This Agreement is entered into by between, Kaiser Foundation Health Plan of Colorado, Inc. ("Kaiser" or "Employer"), and the Union, Service Employees International Union, Local 105 ("Local 105") (collectively, the "Parties").

The Parties hereby recite and agree as follows regarding Career Progression for Ophthalmic Personnel:

1. A copy of newly obtained certifications for the Ophthalmic Assistants and Ophthalmic Technicians will be sent to the compensation team and Union in order to verify the employee qualifies for the new position.
2. All Certifications for the Ophthalmic Technicians/Assistants will be stored with compensation team.
3. The compensation team will send a copy of the certification to SEIU L105 for their records.
4. Below is the Career path that an employee can move providing they meet the qualifications:
  - A. Uncertified Ophthalmic Assistant (01223) can move to Certified Ophthalmic Assistant (00888)
  - B. Uncertified Ophthalmic Technician (00621) can move to Certified Ophthalmic Technician (00591)
  - C. Certified Ophthalmic Assistant (00888) can move to Certified Ophthalmic Technician (00591)
5. If the employee qualifies for the career progression, they should be moved into the new position, regardless of their current location.
6. Once an employee has provided documentation for certification, they shall be moved into the certified position, whether there is a vacancy or not.
7. These moves can be done on an HRAR, no postings are required.

This Agreement is without precedent and without any admission or concession by any party as to the merits of any of the issues involved in any grievance. Moreover, this Agreement will not be used in any arbitration or legal proceeding, except to enforce its terms.

 8/14/18

 07/20/2018

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.

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 700 AM to 730 PM unless modified under the relevant provisions of the collective bargaining agreement; and
- c. 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.

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

Date



For the Union

9.27.19

Date



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")

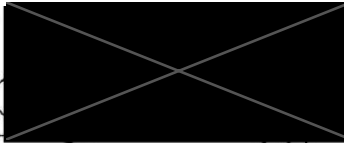
Non-Precedent-Setting. The parties enter into this Agreement on a non-precedential basis. Background and Agreement. The Company has begun the process of transforming how it does business, which has led to the internalization of surgeries at KASC and the need for twelve (12) hour schedules for the Surgical Technicians. As such, the parties agree:

- 1) Effective Date: Effective March 4, 2019, shifts for Surgical Technicians shall be 12-hours, under the 30- or 45-minute lunch profiles, including 3-15-minute breaks. This shall not apply to Leontyne Dixon, who shall remain at her current shift.
- 2) FTE: Employees FTE shall be 0.9 but for purposes of accruals (such as vacation and sick leave) shall accrue at the rate of 1.0.
- 3-) Overtime: Employees shall be paid at the rate of time-and-one-half (1.5-) their straight hourly rate of pay for all hours worked in excess of twelve (12-) hours in-a day or forty (40) hours in a week.
- 4) Holiday Pay:
  - a. If a recognized holiday National falls on a normally scheduled workday-and the employee is scheduled off because of the holiday the pay for such holiday shall be for the number of hours at the straight-time rate of pay as the employee would have received had he/she worked (12 hours), including applicable shift premiums:
  - b. If the recognized National holiday falls on a day other than a normally scheduled workday, the employee shall receive additional pay equal to their FTE (12 hours).
- 5) Pay: As a result of a market study, the rate of pay for Surgical Technicians shall increase by 15% effective March 4, 2019.
  - a. Employees shall be entitled to retroactive pay from March 4, 2019, to date of actual implementation.
  - b. The parties agree to re-open this agreement to review the issue of wages on or about March 2, 2020, but complete any discussion by April 30, 2020.
- 6) All current employees shall be entitled to a retention bonus of \$2500 on the below, if such employee is still employed by the Company:
  - a. December 20, 2019; and
  - b. December 18, 2020.



For the Company

2/19/19  
Date



For the Union

2/19/19  
Date

**Letter of Understanding  
Between  
Kaiser Foundation Health Plan of Colorado ("the Company")  
And  
Service Employees International Union  
("the Union or Local 105")**

This LOU applies to Article 8. Days and Hours of employment of the SEU Local 105 Collective Bargaining Agreement.

Staffing resources/ratio will be reviewed and shared by the employer with the designated Union Representative at the beginning of each month in order to ensure critical staffing needs are met. Should there be a gap in critical staffing, the employer may shift resources between departments and locations within a 30-mile radius one way.

Critical staffing is defined as when Health Plan staffing levels interferes with the core function of a clinic, where there is an impact to the quality of patient care and/or when services and procedures are impacted drastically. For example, if a clinic is understaffed and any, one (1) support staff will be supporting 2-3 providers for more than ¾ of their shift.

The employer will use the following process in numerical order:

- 1) Exhaust Float Pool. The company shall continue to utilize the float pool departments, and the flex staffing process may be utilized to fill shifts that the float pool is unable to cover.
- 2) Exhaust short hour, KP temporary and on-call.
- 3) Reach out to other departments within the facility/MOB ask for qualified volunteers.
- 4) Reach out to other departments outside facility/MOB ask for qualified volunteers.
- 5) If no volunteers, then assign by reverse seniority of qualified employees in the department, facility/MOB and then region.

For purposes of this section a campus will be considered one MOB. For example, Skyline and Franklin MOBs.

For purposes of this section only:

1. No employee shall be required to travel more than 30 miles (one way).
2. Things such as childcare, elder care or other similar circumstances shall be taken into consideration prior to assignment.
3. Employee should not be required to work a different shift unless two (2) weeks' notice is given. Where two (2) weeks' notice is given the employer will make every effort to ensure that the employee maintains their current shift for this assignment.
4. In emergency cases or same day call out or an employee has to change their shift, such employee shall receive the float pool premium per hour for every hour spent in flex status including travel time. \*

The Company recognizes that as staff members are flexed to support areas where they do not normally work, the Company will utilize their basic skill sets based on their role and do not expect them to have the same expertise and specialized skills of the core team members in the department which they flex to. Managers should consider how to best utilize the basic skill sets of staff members based on basic skill expectations of their role in

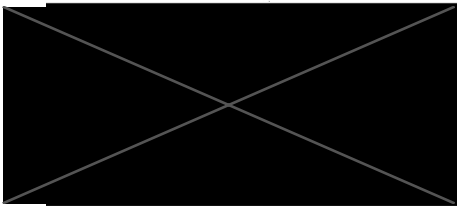
order to best support the team and our members. At no point will the company require an employee to work outside of their scope, require employees to perform duties prohibited by a written agreement between the employer and union or perform job duties for which the employee has not been previously or adequately trained. Such assigned work should be “like to like” (for example, rooming a member).

\*Employee who are required to flex will be paid mileage and the float pool premium for the hours worked in this capacity.

Upon implementation of this process, the float premium shall be paid in accordance with Article 15. Section 6 of the SEIU Local 105 Collective Bargaining Agreement.

After ratification the parties shall meet to discuss implementation and how the information will be shared by department. Further, if after implementation, concerns arise over the use of flex time, the parties will meet and confer to solve any issues first at Executive Director or designee level. If not resolved satisfactorily at that level, it can be escalated to the Care Delivery Operations – Local 105 Partnership Meeting.

Term of Agreement: This LOU will be re-evaluated in one year (upon ratification) and re-signed on an annual basis upon mutual agreement.



09/15/2023



Kaiser Permanente

Date

09/15/2023

SEIU Local 105

Date

Tentative Agreement  
09152023

All adjustments, differentials and premiums shall be effective the first full pay period that begins 120 days after ratification.

Priority Job Wage Adjustments:

Additional wage adjustment of 2.5% across all steps to the following Local 105 positions:

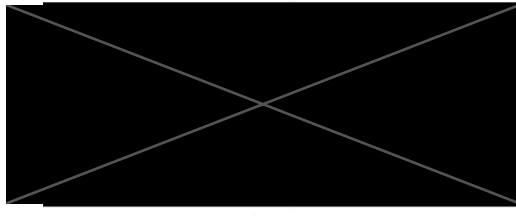
1. Licensed Practical Nurse
2. Medical Assistant
3. Radiologic Tech/Mammographer
4. Interventional Mammographer

Differentials & Premiums:

The relevant provisions of the agreement shall be updated to reflect the below. This does not change any portion of the agreement unless the parties explicitly agreed.

Differential	Agreement
Shift Premium (Evening)	\$2.75
Shift Premium (Night)	\$4.00
Weekend Premium	\$2.00
Premium in Lieu of Benefits	\$2.00
Float Premium	\$1.85
Translation and Sign Language	\$1.10
Work In a Higher Classification (Schedule A) Maximum of \$3.45 for three (3) grades or more.	\$1.15

Work In a Higher Classification (Schedule B or C)	\$2.05
Work In a Higher Classification (Schedule A employees working in B or C)	\$2.20
Stand-By Pay	\$6.00
Stand-By Pay (Recognized Holiday)	\$6.50
Float Pool (Same day assignment for up to two(2) hours)	\$3.00
Float Pool (Same day assignment for up to two(2) hours) Recognized Holidays	\$3.50
Distant Traveler Premium (new to agreement).	\$75



- SEIU Local 105 **Date 09/15/2023**

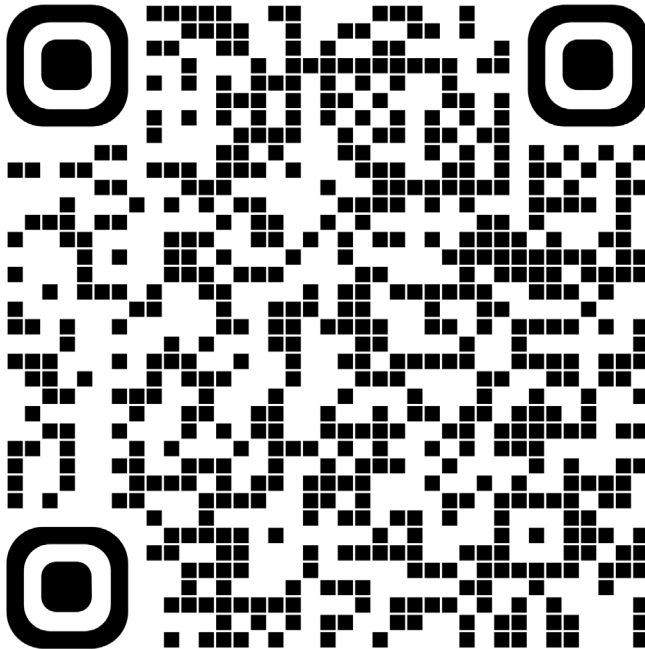


Kaiser Permanente **Date 09152023**

# WAGE SCALES

In the following pages, you will find the wage scales bargained in this agreement.

For a digital, more legible option with the ability to zoom in on the details within these tables, please scan the QR code below to view these scales online.



You can always view your full contract at  
**[www.seiu105.org/kp](http://www.seiu105.org/kp)**

Salary Grade	Effective Date	Start Step 1	1 Year Step 2	2 Year Step 3	3 Year Step 4	4 Year Step 5	5 Year Step 6	10 Year Step 7	15 Year Step 8	Job Titles				
Schedule A														
C05-003	10/02/2022	17.18	17.82	18.52	19.40	20.28	21.22	22.32	23.27	Patient Transporter				
C05-003	10/01/2023	18.22	18.90	19.64	20.57	21.51	22.50	23.67	24.68	Surgical Housekeeper				
C05-003	5/26/2024	21.00	21.78	22.64	23.71	24.79	25.93	27.28	28.45					
C05-003	10/13/2024	22.06	22.88	23.78	24.90	26.04	27.24	28.66	29.88					
C05-003	10/01/2025	23.17	24.03	24.98	26.15	27.35	28.61	30.10	31.38					
C05-003	10/01/2026	24.34	25.24	26.24	27.47	28.73	30.05	31.61	32.96					
C05-004	10/02/2022	18.17	18.87	19.67	20.65	21.55	22.48	23.61	24.68	Mail Clerk				
C05-004	10/01/2023	19.27	20.01	20.86	21.90	22.85	23.84	25.04	26.17	Instrument Tech, Trainee				
C05-004	5/26/2024	21.00	21.81	22.73	23.87	24.90	25.98	27.29	28.52					
C05-004	10/13/2024	22.06	22.91	23.88	25.07	26.16	27.29	28.66	29.96					
C05-004	10/01/2025	23.17	24.06	25.08	26.33	27.48	28.66	30.10	31.47					
C05-004	10/01/2026	24.34	25.27	26.34	27.66	28.86	30.10	31.61	33.05					
C05-005	10/02/2022	19.21	19.95	20.78	21.83	22.80	23.85	25.02	26.12	Cytology/Histology Aide				
C05-005	10/01/2023	20.37	21.16	22.04	23.15	24.18	25.29	26.53	27.70	Pharmacy Clerk				
C05-005	5/26/2024	21.00	21.82	22.72	23.87	24.93	26.07	27.35	28.56	Medical Center Transportation Clerk				
C05-005	10/13/2024	22.06	22.92	23.87	25.07	26.18	27.38	28.73	29.99	Pharmacy Tech Apprentice				
C05-005	12/22/2024	22.51	23.39	24.35	25.58	26.71	27.93	29.31	30.60	Pharmacy Tech Apprentice Ext				
C05-005	10/01/2025	23.64	24.57	25.58	26.87	28.05	29.34	30.78	32.14					
C05-005	10/01/2026	24.83	25.81	26.87	28.22	29.46	30.82	32.33	33.76					
C05-006	10/02/2022	20.29	21.01	21.96	23.08	24.13	25.21	26.40	27.58	Forms Processing Clerk	Courier			
C05-006	10/01/2023	21.52	22.28	23.29	24.48	25.59	26.73	27.99	29.25	Physical Therapy Aide	Clerk, Document Preparation			
C05-006	10/13/2024	22.61	23.40	24.48	25.71	26.88	28.08	29.40	30.72	Ward Clerk	Desk Top Medicine Clerk			
C05-006	12/22/2024	23.38	24.29	25.31	26.57	27.73	28.93	30.38	31.75	Instrument Technician I	Clinical Contact Center Representative			
C05-006	10/01/2025	24.56	25.51	26.58	27.91	29.13	30.39	31.91	33.35	Release Imaging Corr Clerk	Cytology Lab Asst			
C05-006	10/01/2026	25.80	26.79	27.92	29.31	30.60	31.92	33.51	35.03	Sales Support Spec				
C05-007	10/02/2022	21.47	22.35	23.23	24.42	25.57	26.68	27.99	29.26	Medical Records Spec	Data Integrity Assistant	Patient Registration Associate		
C05-007	10/01/2023	22.77	23.70	24.63	25.90	27.11	28.29	29.68	31.03	Radiology Film Loader	Dispatcher	BH Outpatient Clinic Associate		
C05-007	10/13/2024	23.92	24.89	25.87	27.20	28.47	29.71	31.17	32.59	Release of Information Clerk	Record Integration Assistant			
C05-007	10/01/2025	25.13	26.14	27.17	28.57	29.90	31.21	32.74	34.23	Medical Imaging Resrch Rep	Pathology Support Clerk			
C05-007	10/01/2026	26.40	27.46	28.54	30.01	31.40	32.78	34.39	35.95	Claims Intake Data Entry Proc	Respiratory Equipment Tech			
C05-008	10/02/2022	22.75	23.62	24.57	25.80	26.94	28.16	29.64	30.90	Lead Courier	Claims Auto Support Clerk	Accounts Payable Clerk	Record Integration Asst II	
C05-008	10/01/2023	24.13	25.05	26.05	27.36	28.57	29.86	31.43	32.76	Claims & Referral Processor I	PBS Biller I	Accounting Clerk II	Medicare Part D Reimbursement Process	
C05-008	10/13/2024	25.35	26.31	27.38	28.74	30.01	31.36	33.01	34.41	Performance Evaluator	Business Support Analyst I	Department Assistant	Jr Cntrct Sys Tech	
C05-008	10/01/2025	26.63	27.63	28.74	30.19	31.52	32.94	34.67	36.14	Painter Assistant	Clerk, Lead Doc Preparation	Call Center Service Assoc Lead		
C05-008	10/01/2026	27.97	29.02	30.19	31.71	33.11	34.60	36.41	37.96	Coordination Of Benefits Ck	Account Administration Rep	Histology Lab Asst		
C05-009	10/02/2022	24.11	25.03	26.05	27.32	28.58	29.85	31.27	32.78	Lead Patient Regist Assoc	Lead Endoscopy Assistant	L&D Specialist I	Clinical Contact Center Specialty Rep	
C05-009	10/01/2023	25.57	26.54	27.62	28.97	30.31	31.65	33.16	34.76	Medical Records Lead Ck	Entry Level Surgery Scheduler	Call Center Workforce Spec	Behavioral Health Solution Liaison	
C05-009	10/13/2024	26.86	27.88	29.01	30.43	31.83	33.24	34.83	36.51	Lead Data Integrity Asst	Business Office Assistant	Chart Accuracy Specialist II		
C05-009	10/01/2025	28.21	29.28	30.47	31.98	33.43	34.91	36.58	38.34	Lead BH Outpatient Clinic Associate	Lead Radiology Clerk	MOHS Histo Tech & MA Trainee		
C05-009	10/01/2026	29.63	30.75	32.00	33.57	35.11	36.68	38.42	40.27	Ld Claims Intk Data Entry Proc	Tumor Registrar	Supply Chain Technician		
C05-010	10/02/2022	25.45	26.47	27.54	28.95	30.27	31.59	33.18	34.68	Accounting Assistant	Sales Support Assoc - SBU	Claims Examiner	Lead Record Integration asst	
C05-010	10/01/2023	26.99	28.07	29.20	30.70	32.10	33.50	35.18	36.77	Claims & Referral Processor II	Contract Systems Tech	Pop Mgmt Support Coord		
C05-010	10/13/2024	28.35	29.48	30.67	32.24	33.71	35.18	36.95	38.62	Painter	PBS Ins Verification Tech	Lead BH Solution Liaison		
C05-010	10/01/2025	29.78	30.96	32.21	33.86	35.41	36.95	38.81	40.56	Medcare/Medicaid Bill/Coil Ck	Acct Admin Lead Rep	Maintenance Technician		
C05-010	10/01/2026	31.28	32.52	33.83	35.56	37.19	38.81	40.76	42.60	Prevention Technician	Collaborative Care Technician	Hearing Services Tech		
C05-011	10/02/2022	26.92	27.99	29.19	30.56	31.85	33.39	35.00	36.60	Claims Coord of Benefits Proc	Tiered Prod Claims Tech I	Adlt, Research & Resol Clai		
C05-011	10/01/2023	28.55	29.68	30.95	32.40	33.77	35.40	37.11	38.81	PBS Collector	Coord, Call Center Cntrl Desk	Case Resolution Spec		
C05-011	10/13/2024	29.99	31.17	32.51	34.03	35.47	37.18	38.97	40.76	HIPAA Specialist	Claims Authorization Processor	Cust Exp Svc Recovery		
C05-011	10/01/2025	31.50	32.74	34.14	35.74	37.25	39.05	40.93	42.81	Workforce Planning Spec	Centralized Surgery Scheduler	Clinical Contact Center Lead		
C05-011	10/01/2026	33.08	34.39	35.86	37.54	39.12	41.01	42.99	44.96	Transplant Assistant	PFS Account Maint Spec	Claims Research Technician CRC		
C05-012	10/02/2022	28.46	29.63	30.84	32.32	33.73	35.31	37.02	38.75	Graphic Artist	Sales Client Service Associate	Sr. Contract Systems Tech	Laboratory Systems Tech	Lead Pop Care Mgmt Support Coord
C05-012	10/01/2023	30.18	31.42	32.70	34.27	35.76	37.44	39.25	41.09	Spclst, Claims Recovery	Business Support Analyst III	Sales Client Services Rep	Medical Financial Asst Lsn	
C05-012	10/13/2024	31.70	33.00	34.34	35.99	37.56	39.32	41.22	43.15	Financial Counselor	Claims Examiner Lead	Sr. Sales Support Associate	Customer Care Rep	
C05-012	10/01/2025	33.29	34.66	36.07	37.80	39.45	41.30	43.29	45.32	Broker and Commission Assoc	Referral Processor II Lead	Spclst, Accumulations Research	Customer Care Rep-Bi Lingual	
C05-012	10/01/2026	34.96	36.40	37.88	39.70	41.43	43.37	45.46	47.60	Optical Business Coordinator	Sr. Women's Health Tech	Broker Sales Support Liaison	Customer Care Rep-Float	
C05-013	10/02/2022	29.88	31.05	32.27	33.75	35.17	36.75	38.48	40.20	COB Claims Processing Lead	Adj Lead Research and Res			
C05-013	10/01/2023	31.68	32.92	34.22	35.79	37.29	38.97	40.80	42.62	Claims Research Tech Lead	Cust Exp Svc Recovery Research			
C05-013	10/13/2024	33.27	34.58	35.94	37.59	39.16	40.93	42.85	44.76	PFS Lead	Claims Processing Lead			
C05-013	10/01/2025	34.94	36.32	37.75	39.48	41.13	42.99	45.00	47.01	Lead Case Resolution Spec				
C05-013	10/01/2026	36.70	38.15	39.65	41.46	43.20	45.15	47.26	49.37	Lead Ins Verification Tech				



C05-Q14	10/02/2022	31.45	32.72	34.00	35.70	37.30	39.02	40.86	42.78	Service Advocate	Lead Claims Actgng ResTec			
C05-Q14	10/01/2023	33.35	34.69	36.05	37.85	39.55	41.37	43.32	45.36	Spclst, Accumlations Resrch Ld	Spclst, Lead Claims Recovery			
C05-Q14	10/13/2024	35.03	36.43	37.86	39.75	41.54	43.45	45.50	47.64	Lead Customer Care Rep	Coord RN Sched Workforce Mngmt			
C05-Q14	10/01/2025	36.79	38.26	39.76	41.75	43.63	45.63	47.78	50.03	Sr Business Sppt Analyst Lead				
C05-Q14	10/01/2026	38.64	40.18	41.76	43.85	45.82	47.92	50.18	52.54	Lead Financial Counselor				
C05-SA	10/02/2022	22.98	23.87	24.79	26.06	27.20	28.44	29.94	31.23	Customer Service Rep I				
C05-SA	10/01/2023	24.37	25.31	26.29	27.63	28.84	30.16	31.75	33.11					
C05-SA	10/13/2024	25.60	26.58	27.61	29.02	30.29	31.68	33.35	34.78					
C05-SA	10/01/2025	26.89	27.92	29.00	30.48	31.81	33.27	35.03	36.53					
C05-SA	10/01/2026	28.24	29.33	30.46	32.01	33.41	34.94	36.79	38.37					
C05-SB	10/02/2022	23.88	24.80	25.78	27.10	28.28	29.57	31.13	32.45	Customer Service Rep II				
C05-SB	10/01/2023	25.32	26.30	27.34	28.74	29.99	31.35	33.01	34.41					
C05-SB	10/13/2024	26.60	27.62	28.72	30.19	31.50	32.83	34.67	36.14					
C05-SB	10/01/2025	27.94	29.01	30.17	31.71	33.08	34.59	36.41	37.96					
C05-SB	10/01/2026	29.35	30.47	31.69	33.30	34.74	36.33	38.24	39.87					
C05-SC	10/02/2022	25.02	25.99	27.02	28.38	29.63	30.98	32.61	33.99	Customer Service Rep III				
C05-SC	10/01/2023	26.53	27.56	28.65	30.09	31.42	32.85	34.58	36.04					
C05-SC	10/13/2024	27.87	28.95	30.09	31.60	33.00	34.50	36.32	37.85					
C05-SC	10/01/2025	29.27	30.41	31.60	33.19	34.66	36.23	38.15	39.75					
C05-SC	10/01/2026	30.74	31.94	33.19	34.86	36.40	38.05	40.07	41.75					
Schedule B/C														
C05-BT	10/02/2022	24.97	26.01	27.09	28.22	29.35	30.51	31.73	33.00	Orthopedic Technician				
C05-BT	10/01/2023	26.48	27.58	28.73	29.92	31.12	32.35	33.64	34.99					
C05-BT	10/13/2024	27.81	28.97	30.18	31.43	32.69	33.98	35.33	36.75					
C05-BT	10/01/2025	29.21	30.43	31.70	33.01	34.33	35.69	37.11	38.60					
C05-BT	10/01/2026	30.68	31.96	33.29	34.67	36.06	37.48	38.97	40.54					
C05-CA	10/02/2022	39.04	41.71	43.94	45.90	47.96	50.15	52.37	54.95	Coding Billing Auditor				
C05-CA	10/01/2023	41.39	44.22	46.59	48.66	50.85	53.17	55.52	58.26	Risk Adjustment Auditor				
C05-CA	10/13/2024	43.47	46.44	48.93	51.10	53.40	55.84	58.31	61.18	Chart Accuracy Analyst				
C05-CA	10/01/2025	45.65	48.77	51.39	53.66	56.06	58.64	61.23	64.25					
C05-CA	10/01/2026	47.94	51.22	53.97	56.35	58.89	61.58	64.30	67.47					
C05-CA2	10/02/2022	41.84	44.70	47.07	49.20	51.38	53.73	56.13	58.92	Coding Educator Lead				
C05-CA2	10/01/2023	44.36	47.39	49.90	52.16	54.47	56.96	59.51	62.47					
C05-CA2	10/13/2024	46.59	49.77	52.40	54.78	57.20	59.82	62.49	65.60					
C05-CA2	10/01/2025	48.93	52.27	55.03	57.53	60.07	62.82	65.62	68.89					
C05-CA2	10/01/2026	51.39	54.89	57.79	60.42	63.08	65.97	68.91	72.34					
C05-CC	10/02/2022	36.91	39.42	41.48	43.39	45.26	47.40	49.51	51.96	Clinical Coding Specialist				
C05-CC	10/01/2023	39.14	41.80	43.98	46.00	48.01	50.25	52.49	55.09	Coding Educator II				
C05-CC	10/13/2024	41.11	43.90	46.19	48.31	50.42	52.77	55.12	57.85					
C05-CC	10/01/2025	43.17	46.10	48.51	50.73	52.95	55.42	57.89	60.75					
C05-CC	10/01/2026	45.34	48.41	50.94	53.28	55.61	58.20	60.79	63.80					
C05-CD	10/02/2022	22.77	23.72	24.66	25.91	27.12	28.31	29.73	31.06	Cardiology Technician				
C05-CD	10/01/2023	24.15	25.15	26.15	27.47	28.76	30.02	31.52	32.93					
C05-CD	10/13/2024	25.37	26.42	27.47	28.85	30.21	31.53	33.11	34.59					
C05-CD	10/01/2025	26.65	27.75	28.85	30.30	31.73	33.12	34.78	36.33					
C05-CD	10/01/2026	27.98	29.15	30.30	31.82	33.33	34.79	36.53	38.16					
C05-CE	10/02/2022	34.71	37.05	39.01	40.79	42.59	44.56	46.51	48.83	Coding Educator I				
C05-CE	10/01/2023	36.80	39.28	41.36	43.25	45.16	47.24	49.31	51.77					
C05-CE	10/13/2024	38.65	41.25	43.44	45.42	47.43	49.61	51.79	54.37					
C05-CE	10/01/2025	40.59	43.32	45.62	47.70	49.81	52.10	54.39	57.10					
C05-CE	10/01/2026	42.63	45.50	47.91	50.09	52.31	54.71	57.12	59.96					
C05-CN1	10/02/2022	24.94	25.94	27.01	28.30	29.59	30.93	32.42	33.92	Coding Tech I				
C05-CN1	10/01/2023	26.45	27.51	28.64	30.01	31.38	32.80	34.38	35.97	Lead Instrument Technician				
C05-CN1	10/13/2024	27.78	28.90	30.08	31.52	32.96	34.45	36.11	37.78					
C05-CN1	10/01/2025	29.18	30.35	31.59	33.11	34.62	36.19	37.92	39.68					
C05-CN1	10/01/2026	30.65	31.88	33.18	34.78	36.36	38.00	39.83	41.67					
C05-CN2	10/02/2022	28.55	29.70	30.90	32.37	33.78	35.38	37.12	38.79	Coding Technician II				
C05-CN2	10/01/2023	30.27	31.49	32.76	34.32	35.82	37.51	39.36	41.13					
C05-CN2	10/13/2024	31.79	33.07	34.41	36.05	37.62	39.39	41.34	43.20					
C05-CN2	10/01/2025	33.39	34.73	36.14	37.86	39.51	41.37	43.42	45.37					
C05-CN2	10/01/2026	35.07	36.48	37.96	39.76	41.49	43.45	45.60	47.65					
C05-CN3	10/02/2022	29.12	30.27	31.52	33.00	34.45	36.07	37.86	39.56	Coding Technician III				
C05-CN3	10/01/2023	30.88	32.10	33.42	34.99	36.53	38.24	40.14	41.94					
C05-CN3	10/13/2024	32.43	33.71	35.10	36.75	38.37	40.16	42.16	44.05					

C05-CN3	10/01/2025	34.06	35.41	36.86	38.60	40.30	42.18	44.28	46.26						
C05-CN3	10/01/2026	35.77	37.19	38.71	40.54	42.32	44.30	46.50	48.58						
C05-CS	10/02/2022	50.42	52.00	53.82	57.81	60.35	63.99	69.45	72.50	Lead Cardiac Sonographer					
C05-CS	10/01/2023	53.46	55.13	57.08	61.29	63.98	67.84	73.63	76.86	Perinatal Sonographer					
C05-CS	10/13/2024	56.14	57.90	59.92	64.36	67.19	71.24	77.32	80.71						
C05-CS	10/01/2025	58.96	60.80	62.93	67.59	70.56	74.81	81.20	84.75						
C05-CS	10/01/2026	61.92	63.85	66.09	70.98	74.10	78.56	85.27	89.00						
C05-CT	10/02/2022	39.37	40.84	42.40	44.01	45.68	47.43	49.69	52.07	Radiologic Tech/CT&Gen Rad					
C05-CT	10/01/2023	41.74	43.30	44.95	46.66	48.43	50.29	52.68	55.20						
C05-CT	10/13/2024	43.84	45.47	47.21	49.00	50.86	52.81	55.32	57.97						
C05-CT	10/01/2025	46.04	47.75	49.58	51.46	53.41	55.46	58.10	60.88						
C05-CT	10/01/2026	48.35	50.15	52.07	54.04	56.09	58.24	61.01	63.93						
C05-DS	10/02/2022	45.83	47.27	48.93	52.55	54.87	58.20	63.18	65.90	Diagnostic Medical Sonographer					
C05-DS	10/01/2023	48.59	50.12	51.88	55.71	58.17	61.70	66.98	69.86	Cardiac Diag Med Sonographer					
C05-DS	10/13/2024	51.03	52.64	54.48	58.50	61.09	64.79	70.34	73.36	Electrophysiology Technician					
C05-DS	10/01/2025	53.59	55.28	57.21	61.43	64.15	68.04	73.87	77.04						
C05-DS	10/01/2026	56.28	58.05	60.08	64.51	67.37	71.45	77.57	80.90						
C05-GD	10/02/2022	41.82	42.90	43.85	45.70	47.61	49.44	51.31	53.13	MRI Technologist					
C05-GD	10/01/2023	44.34	45.48	46.49	48.45	50.46	52.42	54.40	56.33	Graphic Designer, Sr					
C05-GD	10/13/2024	46.57	47.76	48.82	50.88	53.01	55.05	57.13	59.16						
C05-GD	10/01/2025	48.91	50.16	51.27	53.43	55.67	57.81	60.00	62.13						
C05-GD	10/01/2026	51.36	52.68	53.84	56.11	58.46	60.71	63.01	65.25						
C05-GI	10/02/2022	23.81	25.45	27.25	28.59	29.85	30.90	32.32	33.60	GI Laboratory Technician					
C05-GI	10/01/2023	25.25	26.99	28.90	30.32	31.65	32.76	34.27	35.63						
C05-GI	10/13/2024	26.52	28.35	30.35	31.85	33.24	34.41	35.99	37.42						
C05-GI	10/01/2025	27.86	29.78	31.88	33.45	34.91	36.14	37.80	39.30						
C05-GI	10/01/2026	29.26	31.28	33.48	35.13	36.66	37.96	39.70	41.27						
C05-HT	10/02/2022	29.60	30.71	31.93	33.62	35.01	36.69	38.54	40.23	MOHS Histologic Tech					
C05-HT	10/01/2023	31.39	32.56	33.86	35.65	37.12	38.90	40.86	42.65	Histologic Technician					
C05-HT	10/13/2024	32.97	34.20	35.56	37.44	38.99	40.85	42.91	44.79						
C05-HT	10/01/2025	34.63	35.92	37.35	39.32	40.95	42.90	45.06	47.04						
C05-HT	10/01/2026	36.37	37.73	39.23	41.30	43.01	45.05	47.32	49.40						
C05-HT2	10/02/2022	33.93	35.04	36.26	37.94	39.34	41.02	42.87	44.55	Histologic Technician II					
C05-HT2	10/01/2023	35.98	37.15	38.45	40.23	41.71	43.49	45.45	47.23						
C05-HT2	10/13/2024	37.79	39.02	40.38	42.25	43.80	45.67	47.73	49.60						
C05-HT2	10/01/2025	39.69	40.98	42.41	44.37	46.00	47.96	50.13	52.09						
C05-HT2	10/01/2026	41.68	43.04	44.54	46.60	48.31	50.37	52.65	54.70						
C05-IM	10/02/2022	36.16	37.52	38.91	40.37	41.86	43.49	45.20	47.22	Interventional Mammographer					
C05-IM	10/01/2023	38.34	39.78	41.25	42.80	44.38	46.11	47.92	50.06						
C05-IM	2/18/2024	39.31	40.78	42.29	43.88	45.50	47.27	49.13	51.32						
C05-IM	8/4/2024	43.24	44.86	46.52	48.27	50.05	52.00	54.04	56.45						
C05-IM	10/13/2024	45.41	47.11	48.86	50.69	52.56	54.61	56.75	59.28						
C05-IM	10/01/2025	47.69	49.47	51.31	53.23	55.20	57.35	59.60	62.25						
C05-IM	10/01/2026	50.08	51.95	53.88	55.90	57.97	60.23	62.59	65.37						
C05-IR	10/02/2022	25.45	26.47	27.54	28.95	30.27	31.59	33.18	34.68	Health Care Interpreter					
C05-IR	10/01/2023	26.99	28.07	29.20	30.70	32.10	33.50	35.18	36.77						
C05-IR	10/13/2024	28.35	29.48	30.67	32.24	33.71	35.16	36.95	38.62						
C05-IR	10/01/2025	29.78	30.96	32.21	33.86	35.41	36.95	38.81	40.56						
C05-IR	10/01/2026	31.28	32.52	33.83	35.56	37.19	38.81	40.76	42.60						
C05-IV	10/02/2022	24.12	25.08	26.07	27.37	28.61	29.89	31.46	32.85	Pharm IV Tech, Non-Cert					
C05-IV	10/01/2023	25.58	26.60	27.64	29.02	30.34	31.69	33.36	34.83	Pharmacy IV Technician					
C05-IV	10/13/2024	26.87	27.94	29.03	30.48	31.87	33.28	35.04	36.58	Pharmacy Compounding Tech					
C05-IV	10/01/2025	28.22	29.35	30.49	32.01	33.47	34.95	36.80	38.42						
C05-IV	10/01/2026	29.64	30.83	32.02	33.62	35.15	36.71	38.65	40.35						
C05-LC	10/02/2022	32.27	33.59	34.89	36.63	38.32	40.03	41.99	43.95	Lead Surgical Coding Tech					
C05-LC	10/01/2023	34.22	35.62	36.99	38.84	40.63	42.44	44.52	46.60	Lead Certified Ophthalmic Tech					
C05-LC	10/13/2024	35.94	37.41	38.85	40.79	42.67	44.57	46.76	48.94						
C05-LC	10/01/2025	37.75	39.29	40.80	42.84	44.81	46.81	49.11	51.40						
C05-LC	10/01/2026	39.65	41.26	42.85	44.99	47.06	49.16	51.57	53.98						
C05-LC2	10/02/2022	25.06	26.11	27.13	28.50	29.81	31.13	32.71	34.16	Lead Cardiology Technician					
C05-LC2	10/01/2023	26.57	27.69	28.77	30.22	31.61	33.01	34.88	36.22						
C05-LC2	10/13/2024	27.91	29.08	30.22	31.74	33.20	34.67	36.42	38.04						
C05-LC2	10/01/2025	29.31	30.54	31.74	33.34	34.87	36.41	38.25	39.95						

C05-LC2	10/01/2026	30.78	32.06	33.34	35.02	36.62	38.24	40.17	41.96					
C05-LH	10/02/2022	36.99	38.21	39.54	41.37	42.89	44.72	46.73	48.57	Lead Histologic Technician				
C05-LH	10/01/2023	39.22	40.51	41.92	43.86	45.47	47.41	49.54	51.49					
C05-LH	10/13/2024	41.19	42.54	44.03	46.06	47.75	49.79	52.03	54.07					
C05-LH	10/01/2025	43.26	44.68	46.24	48.37	50.15	52.29	54.64	56.78					
C05-LH	10/01/2026	45.43	46.92	48.56	50.80	52.67	54.91	57.38	59.63					
C05-LN	10/02/2022	25.44	26.49	27.58	28.72	29.67	30.63	32.07	33.31	Licensed Practical Nurse				
C05-LN	10/01/2023	26.98	28.09	29.25	30.45	31.46	32.48	34.00	35.32					
C05-LN	2/18/2024	27.66	28.80	29.99	31.22	32.25	33.30	34.86	36.21	Licensed Practical Nurse IV				
C05-LN	10/13/2024	29.05	30.25	31.50	32.79	33.87	34.97	36.61	38.03					
C05-LN	10/01/2025	30.51	31.77	33.08	34.44	35.57	36.73	38.45	39.94					
C05-LN	10/01/2026	32.04	33.37	34.74	36.17	37.36	38.58	40.38	41.95					
C05-LO	10/02/2022	29.25	30.31	31.48	32.96	34.29	35.87	37.55	39.10	Lead Ophthalmic Technician				
C05-LO	10/01/2023	31.02	32.14	33.38	34.95	36.36	38.03	39.81	41.46					
C05-LO	10/13/2024	32.58	33.76	35.06	36.71	38.19	39.94	41.81	43.54					
C05-LO	10/01/2025	34.22	35.46	36.82	38.56	40.11	41.95	43.91	45.73					
C05-LO	10/01/2026	35.94	37.24	38.67	40.50	42.12	44.06	46.11	48.03					
C05-LP	10/02/2022	24.11	25.03	26.05	27.32	28.58	30.91	33.21	35.38	Lead Phlebotomist				
C05-LP	10/01/2023	25.57	26.54	27.62	28.97	30.31	32.78	35.21	37.51	Lab Client Support Specialist				
C05-LP	10/13/2024	26.86	27.88	29.01	30.43	31.83	34.43	36.98	39.39	Graduate Practical Nurse				
C05-LP	10/01/2025	28.21	29.28	30.47	31.96	33.43	36.16	38.84	41.37					
C05-LP	10/01/2026	29.63	30.75	32.00	33.57	35.11	37.98	40.79	43.45					
C05-LR	10/02/2022	34.01	35.37	36.84	38.68	40.36	42.15	44.34	46.34	Lead Regstrd Respiratory Therp				
C05-LR	10/01/2023	36.06	37.50	39.06	40.99	42.79	44.69	47.01	49.13					
C05-LR	10/13/2024	37.87	39.38	41.02	43.05	44.94	46.93	49.37	51.60					
C05-LR	10/01/2025	39.77	41.36	43.08	45.21	47.20	49.29	51.85	54.19					
C05-LR	10/01/2026	41.77	43.44	45.24	47.48	49.57	51.76	54.45	56.91					
C05-LS	10/02/2022	29.66	30.84	32.08	33.36	34.70	36.08	37.63	39.01	Lead Surgical Technician				
C05-LS	10/01/2023	31.45	32.70	34.02	35.37	36.79	38.26	39.79	41.36					
C05-LS	10/13/2024	33.03	34.34	35.73	37.15	38.64	40.16	41.79	43.44					
C05-LS	10/01/2025	34.69	36.07	37.53	39.02	40.58	42.20	43.89	45.62					
C05-LS	10/01/2026	36.43	37.88	39.42	40.98	42.62	44.32	46.09	47.91					
C05-LS2	10/02/2022	22.83	23.79	24.72	26.00	27.12	28.30	29.73	31.07	Call Center Telecom Asst				
C05-LS2	10/01/2023	24.21	25.23	26.21	27.57	28.76	30.01	31.52	32.94					
C05-LS2	10/13/2024	25.43	26.50	27.53	28.96	30.21	31.52	33.11	34.60					
C05-LS2	10/01/2025	26.71	27.83	28.92	30.42	31.73	33.11	34.78	36.34					
C05-LS2	10/01/2026	28.05	29.23	30.38	31.95	33.33	34.78	36.53	38.17					
C05-LS3	10/02/2022	28.03	29.17	30.34	31.85	33.26	34.73	36.45	38.10	PACS Coordinator				
C05-LS3	10/01/2023	29.72	30.93	32.17	33.77	35.27	36.82	38.65	40.40					
C05-LS3	10/13/2024	31.22	32.49	33.79	35.47	37.04	38.67	40.59	42.43					
C05-LS3	10/01/2025	32.79	34.12	35.49	37.25	38.90	40.61	42.63	44.56					
C05-LS3	10/01/2026	34.44	35.84	37.27	39.12	40.85	42.65	44.77	46.80					
C05-LS4	10/02/2022	33.28	34.65	36.05	37.87	39.48	41.22	43.26	45.23	Laboratory Systems Admin				
C05-LS4	10/01/2023	35.29	36.74	38.22	40.15	41.86	43.70	45.87	47.95	Workplace Safety Specialist				
C05-LS4	10/13/2024	37.06	38.59	40.14	42.17	43.96	45.89	48.17	50.36					
C05-LS4	10/01/2025	38.92	40.53	42.16	44.29	46.17	48.19	50.59	52.89					
C05-LS4	10/01/2026	40.88	42.57	44.28	46.51	48.49	50.61	53.13	55.54					
C05-LT	10/02/2022	27.29	28.34	29.44	31.00	32.31	33.84	35.49	37.11	Laboratory Technician				
C05-LT	10/01/2023	28.94	30.05	31.22	32.87	34.26	35.88	37.63	39.35					
C05-LT	10/13/2024	30.40	31.56	32.79	34.52	35.98	37.68	39.52	41.33					
C05-LT	10/01/2025	31.93	33.15	34.44	36.26	37.79	39.57	41.51	43.41					
C05-LT	10/01/2026	33.54	34.82	36.17	38.08	39.69	41.56	43.59	45.59					
C05-M11	10/02/2022	26.39	27.43	28.61	29.97	31.23	32.74	34.32	35.90					
C05-M11	10/01/2023	27.98	29.09	30.34	31.78	33.11	34.71	36.39	38.06					
C05-M11	10/13/2024	29.39	30.55	31.87	33.38	34.78	36.46	38.22	39.97					
C05-M11	10/01/2025	30.87	32.09	33.47	35.06	36.53	38.29	40.14	41.98					
C05-M11	10/01/2026	32.42	33.70	35.15	36.82	38.37	40.21	42.16	44.09					
C05-M12	10/02/2022	32.72	34.07	35.45	37.18	38.78	40.59	42.58	44.56					
C05-M12	10/01/2023	34.68	36.12	37.59	39.42	41.12	43.04	45.15	47.24					
C05-M12	10/13/2024	36.43	37.94	39.48	41.40	43.19	45.20	47.42	49.61					
C05-M12	10/01/2025	38.26	39.85	41.48	43.48	45.36	47.47	49.80	52.10					
C05-M12	10/01/2026	40.18	41.95	43.54	45.66	47.64	49.85	52.30	54.71					
C05-MA	10/02/2022	21.69	22.38	22.98	23.67	24.73	25.82	27.10	28.28	Medical Assistant				

C05-MA	10/01/2023	23.00	23.73	24.37	25.10	26.22	27.38	28.74	29.99	Nursing/Medical Assistant II				
C05-MA	2/18/2024	23.58	24.33	24.99	25.73	26.88	28.07	29.47	30.75	Outreach to Drive Rep				
C05-MA	10/13/2024	24.77	25.56	26.25	27.03	28.23	29.48	30.95	32.30	Navigation Medical Assistant				
C05-MA	10/01/2025	26.02	26.85	27.57	28.39	29.65	30.96	32.51	33.92	Central Results Mgt Assistant				
C05-MA	10/01/2026	27.33	28.20	28.96	29.82	31.14	32.52	34.14	35.63					
C05-MAW	10/02/2022	20.61	21.27	21.84	22.49	23.50	24.53	25.75	26.87	Medical Assistant Apprentice				
C05-MAW	10/01/2023	21.86	22.56	23.16	23.85	24.92	26.01	27.31	28.49					
C05-MAW	10/13/2024	22.96	23.70	24.33	25.05	26.18	27.32	28.68	29.92					
C05-MAW	10/01/2025	24.12	24.89	25.56	26.31	27.50	28.70	30.12	31.43					
C05-MAW	10/01/2026	25.34	26.14	26.85	27.63	28.88	30.14	31.64	33.01					
C05-ML	10/02/2022	22.73	23.67	24.60	25.85	27.01	29.23	31.44	33.47	Medical Lab Assistant				
C05-ML	10/01/2023	24.10	25.10	26.09	27.41	28.64	30.99	33.34	35.49					
C05-ML	10/13/2024	25.31	26.36	27.40	28.79	30.06	32.55	35.02	37.27					
C05-ML	10/01/2025	26.58	27.69	28.78	30.24	31.59	34.19	36.78	39.14					
C05-ML	10/01/2026	27.92	29.08	30.23	31.76	33.18	35.91	38.63	41.11					
C05-MLN	10/02/2022	28.67	29.86	31.08	32.37	33.44	34.53	36.15	37.55					
C05-MLN	10/01/2023	30.40	31.66	32.96	34.32	35.46	36.61	38.33	39.81					
C05-MLN	10/13/2024	31.93	33.25	34.62	36.05	37.24	38.45	40.26	41.81					
C05-MLN	10/01/2025	33.54	34.92	36.36	37.86	39.11	40.38	42.28	43.91					
C05-MLN	10/01/2026	35.23	36.68	38.19	39.76	41.07	42.41	44.40	46.11					
C05-MLT	10/02/2022	30.76	31.95	33.19	34.95	36.43	38.13	40.01	41.83					
C05-MLT	10/01/2023	32.62	33.88	35.19	37.08	38.63	40.43	42.42	44.35					
C05-MLT	10/13/2024	34.26	35.58	36.96	38.92	40.57	42.46	44.55	46.58					
C05-MLT	10/01/2025	35.98	37.37	38.82	40.88	42.61	44.59	46.79	48.92					
C05-MLT	10/01/2026	37.79	39.25	40.77	42.93	44.75	46.83	49.14	51.38					
C05-MM	10/02/2022	34.97	36.37	37.82	39.24	40.82	42.26	43.94	45.74	Radiologic Tech/Mammography				
C05-MM	10/01/2023	37.08	38.56	40.10	41.60	43.28	44.81	46.59	48.49					
C05-MM	2/18/2024	38.01	39.53	41.11	42.65	44.37	45.94	47.76	49.71					
C05-MM	8/4/2024	41.81	43.48	45.22	46.92	48.81	50.53	52.54	54.68					
C05-MM	10/13/2024	43.91	45.66	47.49	49.28	51.26	53.07	55.18	57.42					
C05-MM	10/01/2025	46.11	47.95	49.87	51.75	53.83	55.73	57.95	60.30					
C05-MM	10/01/2026	48.42	50.36	52.37	54.35	56.53	58.53	60.86	63.32					
C05-MMA	10/02/2022	24.94	25.72	26.42	27.23	28.45	29.71	31.16	32.53					
C05-MMA	10/01/2023	26.45	27.27	28.02	28.87	30.17	31.50	33.04	34.49					
C05-MMA	10/13/2024	27.78	28.64	29.43	30.32	31.69	33.08	34.70	36.22					
C05-MMA	10/01/2025	29.18	30.08	30.91	31.85	33.28	34.74	36.44	38.04					
C05-MMA	10/01/2026	30.65	31.59	32.46	33.45	34.95	36.49	38.27	39.95					
C05-MPB	10/02/2022	24.21	25.19	26.20	27.53	28.81	31.09	33.47	35.65					
C05-MPB	10/01/2023	25.67	26.71	27.78	29.19	30.55	32.97	35.49	37.80					
C05-MPB	10/13/2024	26.96	28.05	29.18	30.66	32.09	34.63	37.27	39.70					
C05-MPB	10/01/2025	28.32	29.46	30.65	32.20	33.70	36.37	39.14	41.69					
C05-MPB	10/01/2026	29.75	30.94	32.19	33.82	35.39	38.20	41.11	43.78					
C05-MR	10/02/2022	44.33	45.48	46.47	48.45	50.47	52.39	54.39	56.32	Radiologic Tech/CT & MRI				
C05-MR	10/01/2023	47.00	48.22	49.27	51.37	53.51	55.54	57.66	59.71	Lead Mammography Tech				
C05-MR	10/13/2024	49.36	50.64	51.74	53.95	56.19	58.33	60.55	62.70					
C05-MR	10/01/2025	51.84	53.18	54.34	56.66	59.01	61.26	63.59	65.84					
C05-MR	10/01/2026	54.44	55.85	57.07	59.50	61.97	64.33	66.78	69.14					
C05-MRT	10/02/2022	37.04	38.44	39.85	41.34	42.92	44.56	46.34	48.39					
C05-MRT	10/01/2023	39.27	40.76	42.25	43.83	45.51	47.24	49.13	51.30					
C05-MRT	10/13/2024	41.24	42.81	44.37	46.03	47.79	49.61	51.60	53.87					
C05-MRT	10/01/2025	43.31	44.96	46.60	48.34	50.19	52.10	54.19	56.57					
C05-MRT	10/01/2026	45.48	47.22	48.94	50.77	52.71	54.71	56.91	59.41					
C05-MS	10/02/2022	37.17	38.30	39.43	42.65	44.57	47.44	51.79	54.08	Optimic Ultra & Photographer				
C05-MS	10/01/2023	39.41	40.61	41.81	45.22	47.25	50.30	54.91	57.34					
C05-MS	10/13/2024	41.39	42.65	43.91	47.49	49.62	52.82	57.66	60.22					
C05-MS	10/01/2025	43.47	44.79	46.11	49.87	52.11	55.47	60.55	63.24					
C05-MS	10/01/2026	45.65	47.04	48.42	52.37	54.72	58.25	63.59	66.41					
C05-N2	10/02/2022	49.00	50.68	52.48	54.82	57.29	59.89	62.57	65.37	Lead Nuclear Medicine Tech				
C05-N2	10/01/2023	51.95	53.73	55.64	58.12	60.74	63.49	66.33	69.30					
C05-N2	10/13/2024	54.56	56.43	58.43	61.04	63.79	66.67	69.66	72.77					
C05-N2	10/01/2025	57.30	59.26	61.36	64.10	66.99	70.01	73.15	76.42					
C05-N2	10/01/2026	60.17	62.23	64.44	67.31	70.35	73.52	76.82	80.25					
C05-NM	10/02/2022	44.54	46.10	47.68	49.85	52.08	54.43	56.87	59.48	Coding Billing Auditor Lead				
C05-NM	10/01/2023	47.22	48.88	50.55	52.85	55.22	57.71	60.29	63.06	Nuclear Medicine Technologist				

C05-NM	10/13/2024	49.59	51.33	53.09	55.50	57.99	60.60	63.31	66.22	Interventional Rad Tech				
C05-NM	10/01/2025	52.08	53.91	55.75	58.28	60.90	63.64	66.48	69.54	Lead Risk Adjustment Auditor				
C05-NM	10/01/2026	54.69	56.61	58.55	61.20	63.95	66.83	69.81	73.03					
C05-NM2	10/02/2022	46.99	48.20	49.28	51.35	53.49	55.54	57.66	59.70	Lead CT/MRI Technologist				
C05-NM2	10/01/2023	49.82	51.10	52.23	54.44	56.71	58.88	61.13	63.29					
C05-NM2	10/13/2024	52.32	53.86	54.85	57.17	59.55	61.83	64.20	66.46					
C05-NM2	10/01/2025	54.95	56.35	57.60	60.04	62.54	64.93	67.42	69.79					
C05-NM2	10/01/2026	57.71	59.18	60.49	63.05	65.68	68.19	70.80	73.29					
C05-OA	10/02/2022	23.52	24.48	25.40	26.67	27.81	29.03	30.38	31.72	Endoscopy/Gastrointestinal Technician				
C05-OA	10/01/2023	24.94	25.96	26.93	28.28	29.49	30.78	32.21	33.63	Certified Ophthalmic Assistant				
C05-OA	10/13/2024	26.20	27.27	28.29	29.70	30.97	32.33	33.83	35.32	Instrument Technician II				
C05-OA	10/01/2025	27.52	28.64	29.71	31.19	32.53	33.96	35.53	37.10					
C05-OA	10/01/2026	28.91	30.08	31.21	32.76	34.17	35.67	37.32	38.96					
C05-OP	10/02/2022	26.00	27.00	28.06	29.47	30.80	32.24	33.78	35.33	Ophthalmic Tech-Uncertified				
C05-OP	10/01/2023	27.57	28.63	29.75	31.25	32.66	34.18	35.82	37.46					
C05-OP	10/13/2024	28.96	30.07	31.25	32.82	34.30	35.90	37.62	39.34					
C05-OP	10/01/2025	30.42	31.58	32.82	34.47	36.02	37.70	39.51	41.32					
C05-OP	10/01/2026	31.95	33.17	34.47	36.20	37.83	39.59	41.49	43.40					
C05-OR	10/02/2022	28.82	29.92	31.13	32.80	34.18	35.80	37.55	39.26	Clinical Cardiac Device Tech				
C05-OR	10/01/2023	30.56	31.73	33.01	34.78	36.24	37.96	39.81	41.63					
C05-OR	10/13/2024	32.10	33.33	34.67	36.53	38.06	39.87	41.81	43.72					
C05-OR	10/01/2025	33.71	35.01	36.41	38.37	39.97	41.87	43.91	45.92					
C05-OR	10/01/2026	35.41	36.77	38.24	40.30	41.98	43.97	46.11	48.23					
C05-OT	10/02/2022	29.25	30.31	31.48	32.96	34.29	35.87	37.55	39.10	Certified Ophthalmic Technician				
C05-OT	10/01/2023	31.02	32.14	33.38	34.95	36.36	38.03	39.81	41.46					
C05-OT	10/13/2024	32.58	33.76	35.06	36.71	38.19	39.94	41.81	43.54					
C05-OT	10/01/2025	34.22	35.46	36.82	38.56	40.11	41.95	43.91	45.73					
C05-OT	10/01/2026	35.94	37.24	38.67	40.50	42.12	44.06	46.11	48.03					
C05-PB	10/02/2022	21.47	22.35	23.23	24.42	25.57	27.60	29.70	31.61	Client Support Clerk	Medical Lab Tech Apprentice			
C05-PB	10/01/2023	22.77	23.70	24.63	25.90	27.11	29.27	31.49	33.52	Technical Lab Assistant				
C05-PB	10/13/2024	23.92	24.89	25.87	27.20	28.47	30.74	33.07	35.21	Clinical Lab Assist-Traveling				
C05-PB	10/01/2025	25.13	26.14	27.17	28.57	29.90	32.29	34.73	36.98	Clinical Lab Assistant				
C05-PB	10/01/2026	26.40	27.46	28.54	30.01	31.40	33.91	36.48	38.84	Anesthesia Technician				
C05-PH	10/02/2022	22.53	23.46	24.39	25.66	26.81	27.99	29.37	30.68	Training & Development Tech				
C05-PH	10/01/2023	23.89	24.88	25.86	27.21	28.43	29.68	31.14	32.53	Pharmacy Technician				
C05-PH	10/13/2024	25.09	26.13	27.16	28.58	29.86	31.17	32.71	34.17	Pharmacy Tech - PARC				
C05-PH	10/01/2025	26.35	27.45	28.53	30.02	31.36	32.74	34.35	35.89	PTCB Pharmacy Tech				
C05-PH	10/01/2026	27.68	28.83	29.97	31.53	32.94	34.39	36.08	37.69	Ent Lev Pharm Compounding Tech				
C05-PS	10/02/2022	45.83	47.27	48.93	52.55	54.87	58.20	63.18	65.90	Pediatric/Diag Med Sonographer				
C05-PS	10/01/2023	48.59	50.12	51.88	55.71	58.17	61.70	66.98	69.86					
C05-PS	10/13/2024	51.03	52.64	54.48	58.50	61.09	64.79	70.34	73.36					
C05-PS	10/01/2025	53.59	55.28	57.21	61.43	64.15	68.04	73.87	77.04					
C05-PS	10/01/2026	56.28	58.05	60.08	64.51	67.37	71.45	77.57	80.90					
C05-PT	10/02/2022	28.45	29.53	30.71	32.22	33.72	35.24	36.95	38.65	Pathology Grossing Technician				
C05-PT	10/01/2023	30.17	31.31	32.56	34.16	35.75	37.36	39.18	40.98					
C05-PT	10/13/2024	31.69	32.88	34.20	35.88	37.55	39.24	41.15	43.04					
C05-PT	10/01/2025	33.28	34.53	35.92	37.68	39.44	41.21	43.22	45.20					
C05-PT	10/01/2026	34.95	36.27	37.73	39.57	41.42	43.28	45.39	47.47					
C05-R2	10/02/2022	36.16	37.52	38.91	40.37	41.86	43.49	45.20	47.22	Lead Radiologic Technologist				
C05-R2	10/01/2023	38.34	39.78	41.25	42.80	44.38	46.11	47.92	50.06	Workplace Safety Consultant				
C05-R2	10/13/2024	40.27	41.79	43.32	44.95	46.61	48.42	50.33	52.57					
C05-R2	10/01/2025	42.29	43.88	45.50	47.21	48.95	50.85	52.86	55.21					
C05-R2	10/01/2026	44.41	46.08	47.78	49.58	51.41	53.40	55.51	57.98					
C05-RR	10/02/2022	31.45	32.72	34.00	35.70	37.30	39.02	40.86	42.78	Registered Respiratory Ther				
C05-RR	10/01/2023	33.35	34.69	36.05	37.85	39.55	41.37	43.32	45.36	Polysomnographic Technologist				
C05-RR	10/13/2024	35.03	36.43	37.86	39.75	41.54	43.45	45.50	47.64	Coding Technician Lead				
C05-RR	10/01/2025	36.79	38.26	39.76	41.75	43.63	45.63	47.78	50.03	Lead Certified Tumor Registrar				
C05-RR	10/01/2026	38.64	40.18	41.76	43.85	45.82	47.92	50.18	52.54	Lead Sales Client Services Rep				
C05-RT	10/02/2022	32.87	34.10	35.37	36.66	38.06	39.52	41.10	42.92	Radiologic Technologist				
C05-RT	10/01/2023	34.85	36.16	37.50	38.87	40.35	41.90	43.58	45.51	Radiologic Techn-Phlebotomist				
C05-RT	10/13/2024	36.60	37.98	39.38	40.82	42.38	44.00	45.77	47.79					
C05-RT	10/01/2025	38.44	39.89	41.38	42.87	44.51	46.21	48.07	50.19					
C05-RT	10/01/2026	40.37	41.89	43.44	45.02	46.74	48.53	50.48	52.71					

C05-SA	10/02/2022	37.35	38.73	40.12	41.60	43.04	44.54	46.10	47.71	Surgical First Assistant				
C05-SA	10/01/2023	39.60	41.06	42.54	44.11	45.63	47.22	48.88	50.58					
C05-SA	10/13/2024	41.59	43.12	44.68	46.32	47.92	49.59	51.33	53.12					
C05-SA	10/01/2025	43.68	45.29	46.92	48.65	50.33	52.08	53.91	55.79					
C05-SA	10/01/2026	45.87	47.56	49.28	51.09	52.86	54.69	56.61	58.59					
C05-SD	10/02/2022	26.00	27.00	28.06	29.47	30.80	32.24	33.78	35.33	Massage Therapist				
C05-SD	10/01/2023	27.57	28.63	29.75	31.25	32.66	34.18	35.62	37.46	Sleep Disorder Technician				
C05-SD	10/13/2024	28.96	30.07	31.25	32.82	34.30	35.90	37.62	39.34					
C05-SD	10/01/2025	30.42	31.58	32.82	34.47	36.02	37.70	39.51	41.32					
C05-SD	10/01/2026	31.95	33.17	34.47	36.20	37.83	39.59	41.49	43.40					
C05-ST	10/02/2022	31.01	32.24	33.53	34.87	36.25	37.71	39.23	40.78	Surgical Technician				
C05-ST	10/01/2023	32.88	34.18	35.55	36.97	38.44	39.98	41.59	43.24					
C05-ST	10/13/2024	34.53	35.90	37.34	38.83	40.37	41.99	43.68	45.41					
C05-ST	10/01/2025	36.27	37.70	39.22	40.78	42.40	44.10	45.87	47.69					
C05-ST	10/01/2026	38.09	39.59	41.19	42.83	44.53	46.31	48.17	50.08					
C05-TM	10/02/2022	27.88	28.92	30.05	31.63	32.96	34.53	36.22	37.87	Telephonic Medicine Sup Tech				
C05-TM	10/01/2023	29.56	30.67	31.86	33.54	34.95	36.61	38.40	40.15	Beh Hlth Intk & Care Coord I				
C05-TM	10/13/2024	31.05	32.21	33.46	35.23	36.71	38.45	40.33	42.17					
C05-TM	10/01/2025	32.61	33.83	35.14	37.00	38.56	40.38	42.36	44.29					
C05-TM	10/01/2026	34.25	35.53	36.91	38.86	40.50	42.41	44.49	46.51					
C05-TR	10/02/2022	28.46	29.63	30.84	32.32	33.73	35.31	37.02	38.75	Lead Health Care Interpreter				
C05-TR	10/01/2023	30.18	31.42	32.70	34.27	35.76	37.44	39.25	41.09	Certified Tumor Registrar				
C05-TR	10/13/2024	31.70	33.00	34.34	35.99	37.56	39.32	41.22	43.15					
C05-TR	10/01/2025	33.29	34.66	36.07	37.80	39.45	41.30	43.29	45.32					
C05-TR	10/01/2026	34.96	36.40	37.88	39.70	41.43	43.37	45.46	47.60					
C05-TS	10/02/2022	28.34	29.44	30.65	32.20	33.69	35.21	37.00	38.67	Physical Therapy Assistant				
C05-TS	10/01/2023	30.05	31.22	32.50	34.14	35.72	37.33	39.23	41.00					
C05-TS	10/13/2024	31.56	32.79	34.13	35.86	37.52	39.21	41.20	43.06					
C05-TS	10/01/2025	33.15	34.44	35.85	37.66	39.41	41.18	43.27	45.22					
C05-TS	10/01/2026	34.82	36.17	37.65	39.55	41.39	43.25	45.44	47.49					
C05-TT	10/02/2022	27.91	29.09	30.29	31.56	32.81	34.13	35.47	36.91	Orthopedic Technician II				
C05-TT	10/01/2023	29.59	30.85	32.12	33.46	34.79	36.19	37.61	39.14					
C05-TT	10/13/2024	31.08	32.40	33.74	35.14	36.54	38.01	39.50	41.11					
C05-TT	10/01/2025	32.64	34.03	35.44	36.91	38.38	39.92	41.48	43.17					
C05-TT	10/01/2026	34.28	35.74	37.22	38.76	40.31	41.93	43.56	45.34					
C05-UA	10/02/2022	21.47	22.37	23.23	24.42	25.57	26.70	28.00	29.26	Uncertified Ophthalmic Asst				
C05-UA	10/01/2023	22.77	23.72	24.63	25.90	27.11	28.31	29.69	31.03					
C05-UA	10/13/2024	23.92	24.92	25.87	27.20	28.47	29.73	31.18	32.59					
C05-UA	10/01/2025	25.13	26.18	27.17	28.57	29.90	31.23	32.75	34.23					
C05-UA	10/01/2026	26.40	27.50	28.54	30.01	31.40	32.80	34.40	35.95					
C05W-CC	10/02/2022	33.23	37.46	41.48	43.39	45.28	47.39	49.51	51.95	Clinical Coding Specialist Exp Waiver				
C05W-CC	10/01/2023	37.18	41.80	43.98	46.00	48.01	50.25	52.49	55.09					
C05W-CC	10/13/2024	39.05	43.90	46.19	48.31	50.42	52.77	55.12	57.85					
C05W-CC	10/01/2025	41.01	46.10	48.51	50.73	52.95	55.42	57.89	60.75					
C05W-CC	10/01/2026	43.07	48.41	50.94	53.28	55.61	58.20	60.79	63.80					
C05W-CE	10/02/2022	31.23	35.19	39.01	40.78	42.59	44.56	46.51	48.83	Coding Educator I Exp Waiver				
C05W-CE	10/01/2023	34.96	39.28	41.36	43.25	45.16	47.24	49.31	51.77					
C05W-CE	10/13/2024	36.72	41.25	43.44	45.42	47.43	49.61	51.79	54.37					
C05W-CE	10/01/2025	38.56	43.32	45.62	47.70	49.81	52.10	54.39	57.10					
C05W-CE	10/01/2026	40.50	45.50	47.91	50.09	52.31	54.71	57.12	59.96					
C05W-CN2	10/02/2022	25.69	28.21	30.90	32.37	33.78	35.38	37.12	38.79	Coding Technician II Exp Waiver				
C05W-CN2	10/01/2023	28.76	31.49	32.76	34.32	35.82	37.51	39.36	41.13					
C05W-CN2	10/13/2024	30.20	33.07	34.41	36.05	37.62	39.39	41.34	43.20					
C05W-CN2	10/01/2025	31.72	34.73	36.14	37.86	39.51	41.37	43.42	45.37					
C05W-CN2	10/01/2026	33.32	36.48	37.98	39.76	41.49	43.45	45.60	47.65					
C05W-CS	10/02/2022	45.36	49.40	53.82	57.81	60.35	63.99	69.45	72.50	Perinatal Sonographer Exp Waiver				
C05W-CS	10/01/2023	50.79	55.13	57.06	61.29	63.98	67.84	73.63	76.86					
C05W-CS	10/13/2024	53.33	57.90	59.92	64.36	67.19	71.24	77.32	80.71					
C05W-CS	10/01/2025	56.01	60.80	62.93	67.59	70.56	74.81	81.20	84.75					
C05W-CS	10/01/2026	58.82	63.85	66.09	70.98	74.10	78.56	85.27	89.00					
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C05W-HT	10/13/2024	31.32	34.20	35.56	37.44	38.99	40.85	42.91	44.79					
C05W-HT	10/01/2025	32.90	35.92	37.35	39.32	40.95	42.90	45.06	47.04					

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C05W-IM	10/01/2025	40.18	43.88	45.50	47.21	48.95	50.85	52.86	55.21						
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C05W-IV	10/01/2025	26.81	29.35	30.49	32.01	33.47	34.95	36.80	38.42						
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C05W-MS	10/13/2024	39.32	42.65	43.91	47.49	49.62	52.82	57.66	60.22						
C05W-MS	10/01/2025	41.30	44.79	46.11	49.87	52.11	55.47	60.55	63.24						
C05W-MS	10/01/2026	43.37	47.04	48.42	52.37	54.72	58.25	63.59	66.41						
C05W-PB	10/02/2022	20.39	22.35	23.23	24.41	25.57	27.60	29.70	31.60						
C05W-PB	10/01/2023	21.63	23.70	24.63	25.90	27.11	29.27	31.49	33.52						
C05W-PB	10/13/2024	22.72	24.89	25.87	27.20	28.47	30.74	33.07	35.21						
C05W-PB	10/01/2025	23.87	26.14	27.17	28.57	29.90	32.29	34.73	36.98						
C05W-PB	10/01/2026	25.08	27.46	28.54	30.01	31.40	33.91	36.48	38.84						
C05W-PH	10/02/2022	21.40	23.45	24.39	25.66	26.81	27.98	29.37	30.68	Ent Lev Pharm Compounding Tech Exp Waiver					
C05W-PH	10/01/2023	22.70	24.88	25.86	27.21	28.43	29.68	31.14	32.53						
C05W-PH	10/13/2024	23.84	26.13	27.16	28.58	29.86	31.17	32.71	34.17						
C05W-PH	10/01/2025	25.03	27.45	28.53	30.02	31.36	32.74	34.35	35.89						
C05W-PH	10/01/2026	26.30	28.83	29.97	31.53	32.94	34.39	36.08	37.69						
C05W-PS	10/02/2022	41.22	44.91	48.92	52.55	54.87	58.20	63.17	65.90	Pediatric/Diag Med Sonographer Exp Waiver					
C05W-PS	10/01/2023	46.16	50.12	51.88	55.71	58.17	61.70	66.98	69.86						
C05W-PS	10/13/2024	48.48	52.64	54.48	58.50	61.09	64.79	70.34	73.36						
C05W-PS	10/01/2025	50.91	55.28	57.21	61.43	64.15	68.04	73.87	77.04						
C05W-PS	10/01/2026	53.47	58.05	60.08	64.51	67.37	71.45	77.57	80.90						
C05W-RR	10/02/2022	29.88	32.72	34.00	35.69	37.30	39.02	40.86	42.77	Polysomnographic Technologist Exp Waiver					
C05W-RR	10/01/2023	31.68	34.69	36.05	37.85	39.55	41.37	43.32	45.36						
C05W-RR	10/13/2024	33.28	36.43	37.86	39.75	41.54	43.45	45.50	47.64						
C05W-RR	10/01/2025	34.95	38.26	39.76	41.75	43.63	45.63	47.78	50.03						
C05W-RR	10/01/2026	36.71	40.18	41.76	43.85	45.82	47.92	50.18	52.54						
C05W-ST	10/02/2022	29.48	32.24	33.53	34.87	36.25	37.70	39.22	40.77	Surgical Technician Exp Waiver					
C05W-ST	10/01/2023	31.24	34.18	35.55	36.97	38.44	39.98	41.59	43.24						
C05W-ST	10/13/2024	32.80	35.90	37.34	38.83	40.37	41.99	43.68	45.41						
C05W-ST	10/01/2025	34.46	37.70	39.22	40.78	42.40	44.10	45.87	47.69						
C05W-ST	10/01/2026	36.19	39.59	41.19	42.83	44.53	46.31	48.17	50.08						
C05W-TT	10/02/2022	25.12	27.64	30.29	31.55	32.81	34.12	35.47	36.91	Orthopedic Technician II Exp Waiver					
C05W-TT	10/01/2023	28.11	30.85	32.12	33.46	34.79	36.19	37.61	39.14						
C05W-TT	10/13/2024	29.53	32.40	33.74	35.14	36.54	38.01	39.50	41.11						
C05W-TT	10/01/2025	31.01	34.03	35.44	36.91	38.38	39.92	41.48	43.17						
C05W-TT	10/01/2026	32.57	35.74	37.22	38.76	40.31	41.93	43.56	45.34						



NATIONAL AGREEMENT



Oct. 1, 2023



2023  
**NATIONAL  
AGREEMENT**  
★★★★★

Kaiser Permanente | The Coalition of Kaiser Permanente Unions



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PARTNERSHIP

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UNION BUG  
GOES HERE





# 2023 NATIONAL AGREEMENT

★ ★ ★ ★ ★

## NATIONAL AGREEMENT

This National Agreement (the Agreement) is entered into this first day of October, 2023, by and between the labor organizations participating in the Coalition of Kaiser Permanente Unions (the Coalition) and the organizations participating in the Kaiser Permanente Medical Care Program (the Program), including Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals (KFHP/H), and the Permanente Medical Groups (collectively Kaiser Permanente or Employers, or individually, Employer), which are signatories hereto.



KAISER  
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LABOR MANAGEMENT  
PARTNERSHIP

COALITION  
OF KAISER PERMANENTE  
UNIONS

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## INTRODUCTION

The Labor Management Partnership is supported through the engagement of regional and local partnership teams, as well as teams that operate across regions and functions. In some instances, this document provides specific timeframes required to assure progress toward Partnership goals. The Agreement promotes nationwide consistency by determining wages, benefits and certain other terms and conditions of employment. It is a blueprint for making Kaiser Permanente the Employer and care provider of choice.

**Section 1** of this Agreement covers the privileges and obligations, reflects the continued commitment of the parties and integrates the work of the LMP Subgroups into the Partnership. Specifically, the LMP Subgroups provided solutions for improving performance, quality of service and attendance. They identified the systems needed to support high performance through education and training, workforce development and planning, and staffing, backfill and capacity building. Lastly, they captured the work environment elements needed to provide for patient safety, workplace safety, balance between work life and personal life, and collaborative examination of scope of practice issues. Section 1 provides mechanisms for spreading partnership, collaboration and organizational transformation throughout our organization. It defines how workers and managers engage in all the areas identified by the LMP Subgroups.

Section 1 also covers areas such as union security, Partnership governance and problem-solving processes and elaborates on other privileges and obligations of Partnership.

**Section 2** identifies the specific provisions of the Agreement that pertain to compensation and benefits.

**Section 3** describes the scope, application, term of the Agreement and dispute procedure.

**Section 4** contains the National Agreement exhibits.

This Agreement was created through an extraordinary collaboration with the input of hundreds of Kaiser Permanente employees at every level. The Agreement embodies the parties' collective vision for Kaiser Permanente. The language of this Agreement cannot begin to fully capture the energy and collective insights of the hundreds of people working long hours to establish this framework. As work units apply these principles, their commitment and expertise will make the vision a reality.







## SECTION 1

# PRIVILEGES AND OBLIGATIONS OF PARTNERSHIP

### A. COMMITMENT TO PARTNERSHIP

The essence of the Labor Management Partnership is involvement and influence, pursuit of excellence and accountability by all. The parties believe people take pride in their contributions, care about their jobs and each other, want to be involved in decisions about their work and want to share in the success of their efforts. Market-leading organizational performance can only be achieved when everyone places an emphasis on benefiting all of Kaiser Permanente. There is an indisputable correlation between business success and success for people. Employees throughout the organization must have the opportunity to make decisions and take actions

to improve performance and better address patient needs. This means that employees must have the skills, knowledge, information, opportunity and authority to make sound decisions and perform effectively. Engaged and involved employees will be highly committed to their work and contribute fully.

By creating an atmosphere of mutual trust and respect, recognizing each person's expertise and knowledge, and providing training and education to expand those capabilities, the common goals of organizational and individual success and a secure, challenging and personally rewarding work environment can be attained. With this Agreement, the parties will continue to invest in and support a wide array of activities

designed to increase individual employee skills training, learning opportunities, and growth and development.

The Value Compass sets forth the way in which this National Agreement becomes a key operating strategy for Kaiser Permanente. To improve performance measures by focusing on the needs of our patients and members requires involvement from everyone. We seek to move from projects to pilots to whole systems improvement, recognizing that all four points of the Value Compass impact the whole value that the organization creates.

The Value Compass is designed to achieve the KP Promise, which ensures our members always have the best health care experience.

The KP Promise is a commitment to our members to provide health care that is:

- » quality you can trust;
- » convenient and easy access;
- » caring with a personal touch; and
- » affordable.



Section 1 presents an integrated approach to service quality, performance improvement, workforce development, education and training, and creation of an environment responsive to organizational, employee and union interests. In addition, it provides a process to solve problems as close to the point at which they arise as possible, respecting the interests of all parties.

With this Agreement, the Coalition and Kaiser Permanente assume a set of privileges and obligations. These include, but are not limited to, employment and income security, union security, access to information, including the responsibility to maintain confidentiality concerning sensitive information, participation in the governance structure and participation in performance sharing plans.

There is a joint commitment to identify, and by mutual agreement, incorporate our own successful practices and those of other high-performance organizations into each facility. The parties will work diligently to increase and enhance flexibility in work scheduling and work assignments to enhance service, quality and financial performance while meeting the interests of employees and their unions. We share a willingness to work in good faith to resolve jurisdictional issues in order to increase work team flexibility and performance, and we share a commitment to marketing Kaiser Permanente as the Employer and care provider of choice.

## SECTION 1

In addition, it is absolutely critical for KP to grow its membership and adapt to a changing health care market. We believe that much of the new growth opportunities could come from new government initiatives that emerge out of national health care reform.

The parties commit to the involvement of high-level Union, Kaiser Permanente and Kaiser Health Plan leaders to work together on growth strategies. The parties will work in a proactive manner on other growth potential, including discussing both contiguous and non-contiguous opportunities, new geographies and regions, mergers and acquisitions that best position opportunities for KP to grow more quickly and respond to opportunities, and will explore new health care vehicles that could be made available to union trust funds, multiemployer trust funds and single employers.

Members of the Labor Management Partnership, including Kaiser Permanente and all individual Coalition local unions, shall not pursue, sponsor or support legislation or ballot initiatives, which are specifically targeted at and the primary purpose of which is to harm a member of the other party. Members of the Partnership agree to follow the spirit and intent of the National Agreement, and where disputes arise, the parties will follow the dispute resolution process toward this end.

The parties shall work together to explore and utilize available growth opportunities. This requires positioning to ensure that we are a major player in current and future debates over national health care reform. The parties shall emphasize the unique advantages of the Kaiser Permanente model.

## **B. PARTNERSHIP GOVERNANCE AND STRUCTURE**

The National Labor Management Partnership Agreement describes the vision of a workplace environment where diversity of opinion is valued and all stakeholders share a voice in decisions that affect them and their work. The vision of this Partnership is an integrated structure, where the unions and their members are part of the decision-making forums. In 2000, it was recognized that prior to reaching this vision, parallel structures needed to be implemented in order to organize, plan and implement the partnership principles. These structures were meant to be steps toward integration that would change as the Partnership evolved. Indeed, the 2005 National Agreement took substantive steps toward this integration.

### **1. PARTNERSHIP STRUCTURES**

#### **a. Integration**

A variety of Partnership structures exist at the national, regional, service area, facility, department and/or work-unit levels. In addition, there are various business structures which attempt to

solve the same problem or achieve like goals. Partnership should become the way business is conducted at Kaiser Permanente at all levels, including national functions and shared services as well as regional and local levels. In order to achieve this goal, these parallel Labor Management Partnership structures should be integrated into existing operational structures of the organization at every level. This would result in dissolution of parallel labor management committees that are redundant with ongoing business committees (e.g., department meetings, project teams, planning committees). Parallel structures may still be required where there is no existing function, where existing structures are not adequate for a particular function, initiative, or area of focus, or where they are necessary because of legal or regulatory requirements. New initiatives should include labor participation from their inception.

Integration of labor into the normal business structures of the organization does not mean co-management, but rather full participation in the decision-making forums and processes at every level of the organization as described on pages 14–16 of the *Labor Management Partnership Vision: Reaffirmation & Understandings*, and subject only to the capacity of the unions to fully engage and contribute. The parties will work together to ensure that union capacity issues are adequately addressed.

## **b. Partnership in Shared Services, National Functions and Cross-Regional Functions**

Coalition unions represent employees in a number of functions across KP that provide national, cross-regional, or shared services to KP members or other KP business units. The National Agreement applies to management and Coalition union-represented employees in these functions, regardless of the building or regions in which they are located. This includes the privileges and responsibilities of the Labor Management Partnership and the commitment to continuously improve performance along the Value Compass.

A regular and ongoing forum for key labor and management leaders will be created to focus on business and operational needs unique to these functions. Existing regional LMP councils will provide the model for composition and approach to support the forum's work. This approach will be tested and revised, as needed, based on its effectiveness in meeting the goals in the National Agreement; in particular, to become an organization in which unions and employees are integrated into planning and decision-making forums at all levels.

## **c. Unit-Based Teams**

### **1. Shared Vision**

The 2005 Attendance, Performance Improvement, Performance-Based Pay, Service Quality and Workforce Development BTGs recommended the establishment of teams based in work

## SECTION 1

units as a core mechanism for advancing Partnership as the way business is conducted at Kaiser Permanente, and for improving organizational performance (attached as Exhibit 1.B.1.c.1 (1)). Unit-based teams (UBT) were then established and have been refined in every national bargaining since.

A unit-based team includes all of the participants within the boundaries of the work unit, including supervisors, stewards, providers and employees. Engaging employees in the design and implementation of their work creates a healthy work environment and builds commitment to superior organizational performance. Successful engagement begins with appropriate structures and processes for Partnership interaction to take place. It requires the sponsorship, commitment and accountability of labor, management, and medical and dental group leadership to communicate to stakeholders that engagement in Partnership is not optional, but the way that Kaiser Permanente does business.

Members of a unit-based team participate in:

- » planning and designing work processes;
- » setting goals and establishing metrics;
- » reviewing and evaluating aggregate team performance;
- » budgeting, staffing and scheduling decisions; and
- » proactively identifying problems and resolving issues.

The teams need information and support, including:

- » open sharing of business information;
- » timely performance data;
- » department-specific training;
- » thorough understanding of how unions operate;
- » meeting skills and facilitation; and
- » release time and backfill.

Senior leadership of KFHP/H, medical and dental groups and unions in each region and cross-regional, shared services and national functions will agree on a shared vision of the process for establishing teams, the methods for holding teams and leaders accountable, and the tools and resources necessary to support the teams. Unit-based team goals will be aligned with national, regional, facility and unit goals.

Implementation of unit-based teams should be phased, beginning with Labor Management Partnership readiness education and training of targeted work units, providing supervisors and stewards with the knowledge and tools to begin the team-building work. It is expected that unit-based teams are the operating model for Kaiser Permanente.

The Rutgers study findings on *What Teams Need* can be found in Exhibit 1.B.1.c.1(2).

### 2. Unit-Based Team Roles

Stewards and supervisors play a critical role in high-performance partnership organizations. Where work is organized and performed by unit-based teams, the roles are substantially different from those

of traditional work situations. References to supervisors in this Agreement refer to management representatives.

In unit-based teams, supervisors will continue to play a crucial role in providing leadership and support to frontline workers. The role should evolve from directing the workforce to coaching, facilitating, supporting, representing management through interest-based procedures and ensuring that a more involved and engaged workforce is provided with the necessary systems, materials and resources. The role of stewards should evolve into one of work-unit leadership, problem solving, participating in the organization and design of the work processes, and representing co-workers through interest-based procedures.

Each regional LMP council will review the various positions established under the National Agreement as well as positions funded through the National LMP Trust or local areas. The review should assess the effectiveness of the roles and leverage them to support unit-based teams and the work of the Partnership.

The regions, medical centers, medical facilities and national functions will assess whether the caseload for support positions (e.g., Sponsors, UBT Consultants, etc.) is sustainable and conducive to UBT development. The regions and medical centers will consider goals for these caseloads, which could vary based on factors such as team *Path to Performance* levels, team size and available resources.

### 3. Unit-Based Team Targets

The commitment of the Partnership is that 100 percent of Coalition-represented employees will be on UBTs to achieve and sustain high performance. All unit-based teams should be high-performing with the expectation that by 2020, all UBTs will be performing at a Level 3 or better. Any team that drops below a Level 3 should return to Level 3 or better within six months. All regions will support UBTs in all departments and achieve or exceed the following targets for high-performing teams (Levels 4–5).

The target for high-performing teams for 2020 shall be 85%. Subsequent yearly targets will be determined by a partnership group appointed by the LMP Executive Committee.

Percentages expressed are the number of teams at a level of performance as a percentage of the total number of existing teams as of the second Friday in January for that calendar year.

The performance status of a unit-based team is defined by the *Path to Performance* (attached as Exhibit 1.B.1.c.3.).

### 4. Unit-Based Team Assessment

A uniform, national UBT rating system is established based on observable evidence and behavior and is described in the *Path to Performance*. Each region, cross-regional, shared service and national function will ensure consistent application and assessment of the *Path to Performance* following national criteria, standards and interpretation across teams and sites.

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UBTs will be evaluated during face-to-face assessment meetings conducted by the team's UBT Consultant and Union Partnership Representative (UPR). High-performing UBTs will be recognized and rewarded.

- » Level 1 through 3 UBTs will be assessed in person quarterly.
- » Level 4 and 5 UBTs will be assessed in person annually or more often if necessary.
- » Sponsors must sign off on the assessments but do not need to be present.
- » The LMP leadership group in each region will evaluate what resources are needed to support implementing the face-to-face assessment process.

Each region will verify Level 4 and 5 teams by evaluating a small, random sample of teams to ensure assessments of team levels are accurate. As part of the assessment process, an action plan will be developed that gives the team clear guidance on the steps it needs to take to move up the *Path to Performance* in each dimension, as appropriate. This assessment process can be modified by a consensus of the LMP Executive Committee and Union Coalition Steering Committee.

### 5. Unit-Based Team Sponsorship

The LMP regional leadership will:

- » facilitate the development of working agreements between labor and management sponsors that will include a specific discussion about how the labor sponsor is going to be released;

release time is critical for sponsors to be able to effectively support their teams;

- » recommend a maximum number of teams that can effectively be sponsored by a labor or management sponsor;
- » plan how to build union capacity for sponsorship;
- » develop a forum for sponsors to share information about teams, soliciting input from the voice of the customer; and
- » ensure this work commences immediately and is completed by the end of 2015.

UBT sponsors have primary accountability for taking an active role with their teams to identify resources and remove barriers that impede their teams' success. Sponsors will receive more comprehensive support to be effective in their role. Sponsors will support UBT co-leads to be effective in their roles and hold co-leads accountable for following the *Path to Performance* and achieving results on the Value Compass. If local problem-solving attempts to remove barriers and allocate resources are not successful, UBT sponsors will escalate the issue in accordance with the Section 3.C. Mutual Review and Resolution Processes. Sponsors should focus their energy on helping teams achieve and ultimately sustain high performance, and accomplish line-of-sight performance outcomes.

### d. Pathway to Partnership Performance

The approach used for measuring UBT performance will be extended to the "middle" and "macro" levels of the organization.

The National LMP Co-chairs chartered a subgroup to:

1. develop a progressive *Pathway to Partnership Performance* to measure Partnership performance at the facility, area and regional levels;
2. pursue the delivery of a jointly developed solution (“tool”) for tracking and measuring Partnership performance; and
3. implement a manual system in the event that a timely technological solution is not available.

The LMP Executive Committee will establish *Pathway to Partnership Performance* goals annually.

Exhibit 1.B.1.d. contains the implementation timeline and potential metrics.

### e. Joint Accountability

To ensure consistency and accountability to the principles of partnership, the National LMP Co-chairs will implement systems to ensure joint accountability of trust-funded staff. The system will consider aspects such as collaborative goal-setting, joint feedback and evaluations, shared input on incentives, and other aspects of program management. The National LMP Co-chairs will report annually on the results to the LMP Executive Committee.

### f. Partnership Structures and Operations

In 2019 bargaining, the parties agreed to the following:

- » Develop a roster of LMP forums, including contacts, roles and responsibilities, which will be updated and maintained by the respective parties.
- » All LMP councils will move from a recommendation body to an oversight and leadership body by taking the following steps such as creating action plans to increase accountability for:
  - » the Path to Performance;
  - » the Pathway to Partnership Performance; and
  - » education and training (including report outs from local LMP councils to Regional LMP councils on performance). Regional LMP councils will incorporate these principles into their charters.
- » Ensure there is an appropriate cadre of labor and management people able to deliver training and lead partnership activities.

### g. World Class Partnership Revitalization Communication

The parties agreed to an intensive 6–12 month jointly developed and delivered education campaign (format such as town halls and fairs), following ratification, with sufficient joint resources, on new partnership agreements, acknowledging the need for Partnership revitalization and a focus on a critical few organizational or mutually agreed upon priorities (value compass) — a new day for the Partnership.

Outcome goals include: Reorienting everyone (labor and management); appreciating the history and journey to



a new Partnership; orienting people to achieving progress on the critical few priorities — as illustrated by the Value Compass; and setting the stage for other parts of the agreement.

## **2. GOVERNING BODIES**

The governing body for the Labor Management Partnership is the Labor Management Partnership Strategy Group (the Strategy Group), which currently comprises the Regional Presidents, a subset of the KFHP/H National Leadership Team, representatives from the Permanente Medical Groups, the Permanente Federation, the Office of Labor Management Partnership (OLMP) and the Coalition. The Strategy Group provides direction and oversight on the strategic priorities for the Partnership and meets at least annually.

The Executive Committee of the Strategy Group (the Executive Committee) is appointed from among the members of the Strategy Group. The Executive Committee acts on behalf of the Strategy Group between meetings and generally focuses on the implementation of Partnership activities within the overall strategic framework set out by the Strategy Group. The Executive Committee meets as often as necessary.

The parties acknowledge that as integration progresses, governance structures may need to evolve accordingly.

Kaiser Permanente and the Coalition provide administrative and operational support to the Strategy Group and the Board of Trustees of the Labor Management Partnership Trust (the

Partnership Trust) and co-lead and implement the work of the Partnership at all levels.

## **3. JOINT PARTNERSHIP TRUST**

The Partnership Trust has been established for the purpose of funding labor management administration and Partnership activities. Changes in the Employer's overall funding of Partnership expenses, including Partnership Trust contributions, training and education development, administration and technical and consulting support expenses necessary to implement/advance the Partnership, shall be at least proportional to employee contributions as described below. An amount equal to nine cents per hour per employee will be contributed to the Partnership Trust throughout the term of this Agreement, consistently across the Program. The purpose of the employee contribution is employee ownership of the Partnership, sponsorship of increased union capacity and shared ownership of outcomes and performance gains.

The Employer will contribute to the LMP Trust Fund at the rate of \$8 million annually, prorated for 2023 from the effective date of this Agreement. Starting in 2024, the contribution will increase 2% annually. In addition, Kaiser Permanente will provide a one-time cash payment of \$2 million in 2023. In the development of the Trust budget, the parties will meet to define the priorities for where to direct LMP-funded activity and staff. An amount equal to nine cents per hour per employee will be contributed to the Partnership Trust

throughout the term of this agreement, consistent across the Program.

The Partnership Trust is jointly administered by a Board of Trustees consisting of union and management representatives. There will be up to six trustees consisting of equal numbers of union and management representatives. The Board of Trustees has overall responsibilities for managing the Partnership Trust, including the adoption of a budget designed to advance the purposes and priorities of the Partnership as established by this National Agreement and the Strategy Group.

### C. ORGANIZATIONAL PERFORMANCE

The parties are dedicated to working together to make Kaiser Permanente the recognized market leader in providing quality health care and service. This can be accomplished through creating a service culture, achieving performance goals, developing the Kaiser Permanente workforce, increasing employee satisfaction, promoting patient safety programs, and focusing attention on employee health and work-life personal-life balance. The goal is to continually improve performance by investing in people and infrastructure, improving communication skills, fostering leadership and supporting involvement in the community.

#### 1. PERFORMANCE IMPROVEMENT

Kaiser Permanente and the Coalition are competing in a challenging market that is characterized by a limited workforce,

changes in technology, changes in clinical practice, cultural diversity, changing demographics and high demand for quality service. The parties are committed to the enhancement of organizational performance so that working in Partnership is the way Kaiser Permanente does business. Under this Agreement, the parties will work together to:

- » develop and invest in people, including the development of and investment in managers, supervisors and union stewards;
- » engage employees at all levels;
- » align the systems and processes that support the achievement of organizational and Partnership goals;
- » enhance the ability of Coalition unions to advance their social mission and the welfare of their members;
- » recognize and reduce parallel structures;
- » ensure joint management-union accountability for performance;
- » grow membership;
- » redesign work processes to improve effectiveness, efficiency and work environment;
- » develop and foster unit-based teams;
- » share and establish expectations regarding broad adoption of successful practices in areas such as service, attendance, workplace safety, workforce development, cost structure reduction, scope of practice and performance-based pay; and
- » communicate with employees on an ongoing basis regarding performance goals and targets, as well as performance results at all levels of the organization.

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Each regional LMP council shall develop approaches aimed at reducing variation between medical centers, facilities and departments in the resources available for partnership. In particular, such a plan should:

- » ensure at a regional level there is adequate time for teams to review performance, identify opportunities for improvement, and develop and test changes to drive improvement; and
- » provide regional or facility support to departments as needed to cross-cover or backfill and jointly determine the most cost-effective manner to provide the support.

### a. Successful Practices

Each region will inventory and submit to a designee in the OLMP the existing systems that are used to capture and share successful practices.

The OLMP will be responsible to:

- » act as the sponsor for the transfer of successful practices;
- » coordinate with regional and national function leadership to provide funding, incentives, education, support and tools; and
- » implement and maintain the system to ensure that successful practices are, in fact, transferred.

The National UBT Tracker, LMP website and other tools throughout the organization shall be regularly updated and made available to the organization so as to accelerate knowledge of and use of best practices, categorized by type (e.g., quality, patient safety, service, etc.).

Regions or facilities where business goals are not being met for a specific function will be accountable to adopt demonstrated successful practices specifically applicable to that function, in order to improve performance.

### b. Flexibility

Kaiser Permanente and the Coalition are committed to enhancement of organizational performance by developing and investing in people and aligning the systems and processes that support the achievement of organizational and partnership goals. Further, the parties are committed to Kaiser Permanente becoming a high-performance organization and to the KP Promise and the Labor Management Partnership as a foundation for reaching this goal.

Market-driven change has created a challenging competitive situation that is characterized by a limited number of skilled workers and new entrants into the workforce, changes in technology, changes in clinical practice, cultural diversity, changing demographics and high demand for quality service. To become a high-performance organization in this environment requires organizational change.

Becoming a high-performance organization also requires a pledge from Partner unions and Kaiser Permanente to modify traditional approaches, to work diligently to enhance flexibility in labor contracts, to willingly explore alternative ways to apply seniority and to address jurisdictional issues in order to achieve organizational performance goals. It is expected that the

parties will undertake this in a way that is consistent with the Partnership, while at the same time preserving the principles of seniority and union jurisdiction.

The following is minimally required to create an environment that balances Kaiser Permanente's need for flexibility in removing barriers to enhanced performance with Partner unions' need to honor seniority and jurisdiction.

The goal is to create a climate based on trust that promotes achievement of Partnership outcomes and fosters an environment in which Kaiser Permanente, Partner unions and employees effectively respond to and address issues at the local level. It is not the intent of the parties to undermine the principles of seniority and union jurisdiction or to reduce the overall level of union membership. Management is not looking for the right to make changes unilaterally to achieve greater flexibility, but expects the unions to work with them to address flexibility needs. The need for and desirability of joint decision making is acknowledged.

Management recognizes the unions' interest in a balanced approach which will not disadvantage one union relative to another and acknowledges that a broad, long-term perspective should be adopted.

**Commitment to performance improvement** through joint, continuing efforts to redesign business systems and work processes. This includes simplifying workflow, eliminating redundant or unnecessary tasks and coordinating workflow across boundaries. It also requires alignment

with and implementation of the business strategy and the principles of the Labor Management Partnership.

**Incorporation of Labor Management Partnership principles in redesign efforts.** These include:

- » involving affected employees and their unions in the process;
- » assessing impact on employees;
- » minimizing impact on other units due to bumping and other dislocation;
- » providing fair opportunity for current employees to perform new work;
- » retraining or redeploying affected employees; and
- » applying the principles of employment and income security.

**Creation of mutually agreeable local work design processes** to address local conditions while ensuring high levels of quality, service and financial performance. Flexibility will enhance management's ability to meet its employment security obligations, just as flexibility will be enhanced by joint labor management influence over workplace practices. Principles to be observed include:

- » respect for seniority and union jurisdiction;
- » flexibility for employees' personal needs; and
- » flexibility in work scheduling, work assignments and other workplace practices.

**Commitment of local labor management partners to exhibit creativity and trust to resolve difficult issues,** such as:

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- » contractual and jurisdictional issues that are inconsistent with Partnership principles and/or that are barriers to achievement of Partnership goals;
- » considering reciprocity of seniority between bargaining units to facilitate employee development and performance improvement;
- » enhancing employee mobility across regions and Partner unions and into promotional opportunities;
- » cross-training staff across job classifications and union jurisdictional lines where it makes operational or business sense or where union and employee interests are accommodated;
- » enabling team members to perform operational functions across boundaries (job classification, department and/or union jurisdiction) within their scope of practice and licensure to serve members/patients; and
- » utilizing a joint process to resolve issues of skill mix, classification and the application of the provisions of the National Employment and Income Security Agreement.

**Mechanisms for flexibility** include, but are not limited to:

- » expanding skills of staff;
- » developing innovative and flexible scheduling and work assignments to balance staffing and workload;
- » alternative work assignments and schedules to accommodate variations in staff workload;
- » shifting tasks to accommodate periods of peak demand;
- » temporary assignments to other work;
- » using supply-demand management tools to anticipate staffing needs; and
- » other innovative employment options such as seasonal employment and job sharing.

In applying the principles of the Partnership, local labor management partners may create a variety of joint agreements or practices to enhance organizational performance and to accommodate employee interests. In order to encourage creativity and joint risk taking, such agreements will be non-precedent setting and not apply to other units, departments, medical centers or service areas. However, sharing and adoption of successful practices is highly encouraged.

The parties agreed to adopt the recommendations of the LMP Subgroup concerning flexibility, which are attached as Exhibit 1.C.1.b.

### **Regional Flexibility Subgroups.**

Each regional LMP council will identify a joint subgroup that will work on issues related to flexibility. These subgroups will operate by joint decision making (consensus decision making) and will:

- » be guided by the principles of the Labor Management Partnership, the Value Compass and the existing flexibility language (above);
- » create a charter undertaking a flexibility review that is consistent with the National Agreement;
- » explore innovative concepts and approaches to flexibility, where either labor or management has an interest, that may be leveraged in

partnership to address patient and KP member needs;

- » review and help spread:
  - › successful practices across the region;
  - › practices that optimize KP staff and resources; and
  - › practices that improve the employment experience.
- » report out on their progress annually to the LMP Executive Committee; and
- » this process will be subject to the Mutual Review and Resolution Processes in Section 3.C. of the National Agreement.

## 2. SERVICE QUALITY

Kaiser Permanente and the Coalition are dedicated to working together to make Kaiser Permanente the recognized leader in superior service to each other, to our members and to purchasers, contracted providers and vendors. In order to become the recognized leader in superior service, the parties agree to pursue a Labor Management Partnership strategy in which every region will have a plan to implement the following critical elements of service quality.

### a. Leadership Commitment and Service Behavior

**Labor integration.** Labor, management, physician and dental leaders will assume a leadership role in the design and implementation of the service promise or credo. In the first year of the 2005 Agreement, the Strategy Group, working with the KPPG subgroup on service,

led the design and implementation of a curriculum and a communication plan to advance the service promise or credo at all levels of the organization. The curriculum included the key concepts needed to support the development of a service culture, including the critical element of service recovery.

Working in partnership, labor and management will be accountable for creating a service culture at the facility, department and work-unit levels. Partner union representatives will be integrated into planning, development and implementation of a service culture. Union partners will be integrated into any new or ongoing service initiatives or committees that manage service programs at the national, regional or local levels.

A service culture can best be achieved by utilizing unit-based teams. High member, employee and provider satisfaction will result from well-trained teams that are empowered and supported to meet or exceed service expectations. Key components for achieving high service quality performance by unit-based teams include employee involvement in point-of-service decision making, systems that support the team in the delivery of superior service, orientation and training, accountability and an organizational commitment to service quality.

**Accountability.** Individuals, teams and leaders are accountable for service quality at Kaiser Permanente. All members of a team own their individual service behavior, as well as the service provided by their team. Leadership is

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accountable for supporting individuals and teams in building and maintaining a service culture, and implementing the critical elements of the service plan. Accountability will be enhanced by establishing and monitoring service quality metrics.

**Resources.** National and regional leadership will designate funding sources for service quality improvement, including development of defined service budgets, which are jointly planned and reviewed by management, labor, physicians and dentists.

### b. Systems and Processes

**Alignment.** To make Kaiser Permanente the recognized leader in superior service, organizational systems and processes must be aligned with that goal. The parties will evaluate, develop or improve systems that support employees and departments in delivering superior service.

**Recruitment and Hiring.** In order to integrate a service focus into the organization's recruitment and hiring practices, the parties agree that all job descriptions, performance evaluations and job competencies will include a jointly developed service component. All job postings will include language that emphasizes service skills.

**Recognition and Reward.** Recognition is a critical component in fostering and reinforcing a culture of service excellence. The parties will work to align service quality incentives throughout all levels of the organization, with increased emphasis on service.

**Metrics and Measurement.** Service quality should be measured and given appropriate weight to reach and maintain superior service at all levels of the organization. The parties will develop a "Balanced Scorecard" measurement program, and strengthen customer satisfaction measurement tools.

**Orientation and Training.** The service training program will continue to be delivered as needed at a regional, facility, work-unit or individual level, including the service recovery section.

**Service Recovery.** Service recovery is a critical element of a service quality improvement strategy to prevent member terminations. Medical centers or departments will provide resources for implementation of consistent service recovery programs.

### c. Environment

The physical and social environment affects service quality. The parties at the national and regional level will work to strengthen the involvement of union leaders and frontline staff in the design of existing facility modification, template development and new construction.

## 3. ATTENDANCE

### a. Philosophy

Optimal attendance is imperative to achieve superior customer service, employee satisfaction, efficiency and quality of care for health plan members. Appropriate use of time-off benefits, including sick leave when employees are injured or ill, is essential to

employee well-being and organizational performance. A healthy work environment and a committed workforce are critical success factors for achieving optimal attendance. Sick leave is not an entitlement, but a benefit, like insurance, to be utilized only when needed.

### **b. Sponsorship and Accountability**

The parties share the goal of ensuring that attendance performance at Kaiser Permanente is in the forefront of high-performing health care organizations. In order to achieve optimal attendance, sponsorship must occur from the highest leadership levels within Kaiser Permanente and the Coalition. This includes:

- » National Leadership Team members;
- » regional presidents;
- » regional medical and dental directors; and
- » local Union leaders.

Accountability for the attendance program will be integrated into the operational structures of management and the leadership of Coalition local unions. A chain of accountability for the attendance recommendations will be established that is clear at all levels of the respective organizations. Accountability includes clear expectation of roles and responsibilities as well as rewards and consequences, as appropriate, for performance and non-performance.

### **c. Time-Off Benefit Enhancement**

Labor and management have agreed to establish a new benefit design to improve attendance by providing economic

incentives for appropriate use of sick leave, as well as flexible personal days. This benefit design includes three key components: flexible personal days, annual sick leave and banked sick leave. This benefit does not affect vacation, and does not apply to employees covered by ETO/PTO plans.

**Flexible Personal Days.** Each local collective bargaining agreement may designate from two to five flexible personal paid days off (personal days) that employees may use for personal needs in increments of not less than two hours.

Requests for a single personal day off, or for hours within a single shift, shall be granted upon receipt of at least two weeks' notice. Last-minute notice is acceptable for personal emergencies.

Requests with less than two weeks' notice, requests for consecutive days off, for days before or after a holiday, or for other days designated by mutual agreement, will be reviewed and approved or denied on a case-by-case basis in order to meet core staffing needs. Denials will be tracked and compiled, by department, on a quarterly basis.

All unused personal days will be converted at 50 percent of value to cash at the end of each year.

Personal days may not be cashed out upon resignation or termination; however, upon retirement personal days may be cashed out at 50 percent of value. For the purposes of this Section 1.C.3., retirement means that the employee has retired from the organization pursuant



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to the terms of a qualified Kaiser Permanente retirement plan.

These provisions will not supersede local collective bargaining agreements with superior conditions regarding notice requirements, granting of requests or cash-out provisions.

**Sick Leave Benefit.** There are two types of sick leave benefits. Annual sick leave is the sick leave days credited each year to each employee in accordance with the provisions of the local collective bargaining agreements. Banked sick leave is previously accumulated unused sick leave to which unused annual sick leave may be added at the end of each anniversary year.

**Annual Sick Leave.** Employees will be credited with their entire annual allotment of sick leave days provided in the local collective bargaining agreements at the beginning of the pay period in which each employee's anniversary date of hire falls. For purposes of annual sick leave days, in cases where an employee's anniversary date of hire has been adjusted, the "leave accrual service date" will be used.

**Special Note for Part-Time Employees.** Part-time employees' annual sick leave will be credited proportionately, based on scheduled hours. Throughout the year (no more frequently than quarterly) the credited annual sick leave will be adjusted based on actual compensated hours. This will ensure that employees who work, on average, more hours than they are scheduled will receive proper annual sick leave credit.

**Banked Sick Leave.** At the end of each anniversary year, 100 percent of unused annual sick leave days may be credited to banked sick leave at 100 percent of value. Banked sick leave is made up of accumulated unused sick leave with no limit on the amount that may be accumulated, regardless of limitations on accumulation that may be contained in local collective bargaining agreements. Existing accumulated sick leave balances for all employees will be credited to banked sick leave upon implementation of this program.

Banked sick leave may only be used following exhaustion of annual sick leave, or for statutory leaves (e.g., CESLA, FMLA, OFLA, workers' compensation, etc.), or when the employee is hospitalized. Medical verification may be required for use of banked sick leave. Banked sick leave accrued after December 31, 2005, will be used following exhaustion of any banked sick leave accrued prior to January 1, 2006.

**Options for Unused Annual Sick Leave.** At the end of each calendar year, employees who meet the eligibility requirements set forth below may elect to:

- » convert up to 10 days of unused annual sick leave days to cash as set forth below; or
- » credit unused days to banked sick leave at 100 percent of value.

Employees may select either a conversion option or the credit option, or a combination of a conversion option and the credit option.

This election will take place at the end of the calendar year. However, conversion and/or credit will occur at the end of the employee's anniversary year and will be based on available balances of unused annual sick leave at the end of the employee's anniversary year.

**Conversion of Unused Annual Sick Leave.** Employees will be eligible to cash out unused annual sick leave as described in either Option 1 or Option 2 below.

**Option 1:**

At the end of each year, employees with at least 10 days of banked sick leave (or the proportional equivalent for part-time employees) may elect to cash out up to 10 days of unused annual sick leave at 50 percent of value. Employees with fewer than 10 days of banked sick leave must first apply unused annual sick leave toward reaching a minimum balance of 10 days (or the proportional equivalent) of banked sick leave. Once that minimum balance is reached, additional unused annual sick leave may be cashed out, up to a maximum of 10 days, at 50 percent of value.

**Example 1:** An employee has no banked sick leave and 12 days' unused annual sick leave at the end of the year. Ten days must be credited to banked sick leave and two days may be cashed out at 50 percent of value.

**Example 2:** An employee has five days' banked sick leave, and 12 days' unused annual sick leave at the end of the year. Five (5) days must be credited to banked

sick leave and seven days may be cashed out at 50 percent of value.

**Option 2:**

At the end of each year, employees with at least one year's worth of annual accrued sick leave in their post-January 1, 2006, bank may elect to cash out up to 10 days of unused annual sick leave at 75 percent of value.

**Example 1:** An employee has 20 days' banked sick leave and 12 days' unused annual sick leave at the end of the year. This employee's annual sick day allotment is 12 days. Ten days may be cashed out at 75 percent value and two days will be credited to banked sick leave; or, all 12 days' unused annual sick leave may be credited to banked sick leave.

All unused annual sick leave days that are not converted to cash under Option 1 or Option 2 above will be automatically credited to banked sick leave at 100 percent of value.

**Retirement Conversion.** Upon retirement, banked sick leave accrued prior to January 1, 2006, will be recognized as credited service for pension purposes (excluding Taft-Hartley plans).

**Healthcare Reimbursement Account (HRA).** A Healthcare Reimbursement Account (HRA) will be set up for eligible employees who become plan participants when they retire in accordance with the plan document.

The HRA may be used to reimburse participants for medical, dental, vision and hearing care expenses that qualify as federal income tax deductions under

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Section 213 of the Internal Revenue Code. Eligible employees shall convert 80 percent of unused sick leave accrued during or after 2006 to fund the HRA.

For further information or clarification, please refer to the HRA Plan Document.

### **d. Implementation**

The parties agree that the benefit structure which became effective as of January 1, 2006, continues for the term of this Agreement.

The National Attendance Committee develops detailed timelines for initial and long-term implementation of the attendance program with identified goals and performance expectations. The committee defines the kinds of data needed and the methods to be used, collects the necessary data and provides reporting that is consistent across regions. The committee establishes a framework that defines the level of attendance performance at which an attendance review is triggered. The 2005 Attendance BTGs report guides the work of the committee.

### **e. Integrated Disability Management**

A comprehensive integrated disability management program for long-term leave that provides a rapid return to work for employees will be jointly developed. This program will include the current focus on disabilities and workers' compensation and extend to chronic and recurrent sick leave and non-occupational injuries, illnesses or disabilities, whether or not they are covered under FMLA or other protected leave.

This program is further described in Section 1.J., Workplace Safety.

### **f. Attendance Intervention Model**

The intervention model developed by the OLMP will be utilized to provide expertise and tools that can assist departments or units with poor attendance to discover and understand root causes and develop solutions in partnership that will improve attendance.

The National Attendance Committee will:

- » modify the intervention model based on experience to date and successful practices;
- » develop a toolkit for use by the regions or national functions;
- » develop and offer training to regional or national personnel for intervention skills and use of the toolkit; and
- » provide consulting and back-up services to the regions or national functions.

Each region or national function will:

- » fund and develop resources for intervening in units with attendance issues;
- » establish intervention teams with administrative support; and
- » determine the number of teams needed based on the number of units requiring intervention.

### **g. Staffing and Backfill (Planned Replacement)**

The success of the attendance program depends on a number of key elements, all of which are essential. This includes

adequate staffing, planned replacement and commitment to providing appropriate time off when requested. Section 1.F., Staffing, Backfill (Planned Replacement), Budgeting and Capacity Building, provides the details regarding these obligations.

### 4. SCOPE OF PRACTICE

The people of Kaiser Permanente will work collaboratively in the Labor Management Partnership to address scope of practice issues in a way that ensures compliance with laws and regulations while valuing the strengths, contributions and employment experience of all members of the health care team. The parties agree to work in Partnership to promote knowledge and understanding of scope of practice issues, proactively influence scope of practice laws and regulations as appropriate, create a safe environment to address scope of practice issues in a non-punitive manner, and provide opportunities and resources for all employees to advance personally and professionally in order to take advantage of full scope of practice in accordance with certification and/or licensure.

To the extent possible, to achieve these objectives, union representatives should be fully integrated into national, regional and local scope of practice decision-making structures within Kaiser Permanente as outlined in the *2005 Scope of Practice BTG Report*, pages 14–17 (attached as Exhibit 1.C.4.(1)). Where disagreements arise regarding the legal scope of practice of employees

covered under this Agreement, the Issue Resolution process in Section 1.L.1. may be utilized on an expedited basis. If such a disagreement is not fully resolved through an expedited Issue Resolution process, management, acting in good faith, will apply relevant law and regulatory requirements and reserves the right to make a final determination to ensure compliance with laws and regulations.

Scope of practice education and training programs will be developed and communicated broadly throughout the organization. The Strategy Group, working together with the National Compliance, Ethics & Integrity Office, will be accountable for the implementation of these provisions. Guidance for education and training programs and timelines for implementation are provided on pages 9, 10 and 11 of the *2005 Scope of Practice BTG Report* (attached as Exhibit 1.C.4.(2)).

### 5. JOINT MARKETING AND GROWTH

The Coalition unions and Kaiser Permanente acknowledge the untapped opportunities for membership growth among union-affiliated workers. In the 1997 Labor Management Partnership agreement, the unions and management committed to work together to “expand Kaiser Permanente’s membership in current and new markets, including designation as a provider of choice for all labor organizations in the areas we serve.”

The parties reaffirm their commitment to market Kaiser Permanente to new and

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existing union groups and to establish the necessary strategic and policy oversight, as well as appropriate funding, to ensure the joint Labor Management Partnership marketing effort becomes a successful sustainable model, resulting in increased enrollment in the Kaiser Foundation Health Plan. The Coalition and its affiliated unions, acting in the interest of and in support of the Partnership, will use their influence to the greatest extent possible to assure that unionized employers, union health and welfare trusts and Taft-Hartley trusts operating in, or providing benefits to, union members in areas served by Kaiser Permanente, offer the Kaiser Foundation Health Plan. National oversight and sponsorship of the joint marketing effort will be provided by the Strategy Group with the input and involvement of regional and local labor representatives in the evaluation of marketing options. The foundation of the joint marketing efforts will require organizational alignment, integration (e.g., participating in the regional rate-setting process) and coordination between the Coalition and departments engaged in promoting Kaiser Permanente at the regional level.

The parties have developed Joint Labor Management Partnership Marketing Program recommendations. These recommendations identify the need for:

- » consistent data collection;
- » education programs;
- » communication strategies and tools;
- » mechanisms to measure outcomes and progress “at the regional and local level”; and

- » a joint structure, including the long-term vision of integration, to accomplish these goals.

A Joint Labor Management Partnership Marketing Action Plan will be submitted annually to the Strategy Group for approval and implementation. The action plan should be based on the Labor Management Partnership Joint Marketing Program recommendations, and should identify the annual goals and objectives, resources, responsibilities, accountabilities and outcomes for the following year. The action plan will focus member growth activities throughout the year on:

- » programs that support the visibility of the Kaiser Permanente brand to employers — both through marketing materials and onsite activities; and
- » those segments of the market that provide the greatest potential for new growth.

Regional Partnership teams will utilize existing forums where possible (e.g., regional/local LMP councils, regional marketing councils, etc.) to replicate the Senior Work Group on Growth. This may include extending the charter, the organizational structure, and the growth and retention strategy to local markets.

### **a. CKPU Growth**

Kaiser Permanente and the Coalition unions agree to leverage the LMP as part of our joint interests in making sure that we deliver high-quality patient care and service, create the best place to work and receive affordable quality care. In doing so, the parties agree to ingrain

a culture of growth of the Coalition unions by all throughout the organization and in Partnership.

Kaiser Permanente and the Coalition unions agree that in accretion of newly represented groups the expectation is in the normal circumstances the newly represented unit will convert to the existing National and Local contractual provisions, including all economic provisions. In the absence of agreement, outstanding issues will be referred to expedited binding interest arbitration.

## **D. WORKFORCE PLANNING AND DEVELOPMENT**

### **1. TAFT-HARTLEY TRUSTS**

#### **a. Funding**

There are three Taft-Hartley trusts covering Coalition-represented unions. SEIU Healthcare Local 1199NW members only participate in the SEIU 1199NW Healthcare Multi-Employer Training Fund, and this provision is not applicable to that Fund. The other two Taft-Hartley trusts, which include one for Coalition SEIU unions (the SEIU United Healthcare Workers-West and Joint Employer Education Fund) and another for all other Coalition unions (the Ben Hudnall Memorial Trust) representing employees of KFHP, KFH and the affected Permanente Medical Groups, will be funded to provide for base services as well as comprehensive training and education programs and services for their respective memberships in such areas as:

- » hard-to-fill/critical need, market-challenged positions;
- » qualified bilingual skills training;
- » preparation for new technology and new workflows; and
- » health care reform impacts.

For the duration of this agreement, the Parties agree that Joint Educational Trusts will be funded annually. The funding calculation will be determined by a 0.70 percentage of the gross annual payroll of Coalition-represented employees participating in each Trust as of December 31 of the preceding year. Funds will be transferred to each Trust annually according to the Trust agreements.

Contributions to the SEIU 1199NW Healthcare Multi-Employer Training Fund will be made in accordance with the local agreement covering Local 1199NW.

The Employer shall contribute \$1 million annually to the Ben Hudnall Memorial Trust, provided however, that this obligation shall be concurrent with, and not cumulative of, its obligation to contribute to the Hudnall trust under other agreements. In addition, the Employer will contribute \$1 million annually to the SEIU Multi-Employer Trust. These contributions will be for the purpose of providing enhanced training benefits for employees in the redeployment process, in addition to those benefits provided by the EISA.

Some \$10 million per year from the SEIU Education Fund and \$1.75 million of the Ben Hudnall Memorial Trust will be targeted toward training, externing

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and precepting existing employees to become:

- » medical assistants/clinical assistants
- » LPNs/LVNs
- » diagnostic imaging/rad techs
- » lab assistants
- » call center/customer service reps

Medical assistants, call center representatives, aides/assistants/clerks, housekeeping and any other classification for which the previously listed classifications would be a promotion will be eligible to apply to participate.

Kaiser Permanente will make every effort to maximize externship placement/clinical supervision opportunities in order to accommodate the success of this program.

The parties will work collaboratively to seek additional grant funding for these initiatives outlined in 1.D.1. from local, state, federal and foundation sources.

A Steering Committee composed of participants from the Education Funds, Coalition unions and the employer will create a plan to operationalize the 1.D.1. initiatives by March 30, 2024. The Steering Committee will meet quarterly to monitor progress on the number of people entering the training programs, the availability of externship placements, success of promotion of graduates into positions, and to make adjustments to the plan to address any barriers that are identified.

### **b. Governance**

Each Taft-Hartley trust will be governed by an equal number of labor and management trustees. Labor trustees are selected by labor; management trustees by management.

- » SEIU unions will join the SEIU United Healthcare Workers-West and Joint Employer Education Fund.
- » All other Coalition unions will join the Ben Hudnall Memorial Trust.

Each trust will establish the most appropriate staffing structure and levels to meet its goals.

## **2. STRUCTURE**

### **a. Workforce Planning and Development Coordination and Implementation Structure**

Workforce planning and development activity will be coordinated across the regions and the three trust funds through an integrated national, regional (and, if appropriate, facility) workforce development team structure. The activity will include:

- » workforce forecasting, analysis and strategies;
- » development of systems to support forecasting, tracking and data collection at all levels;
- » Workforce Planning and Development Team setup, orientation and support;
- » filling workforce development positions;
- » facilitation of the sharing of successful practices across regions;

- » updating the Workforce Planning and Development communication plan to include information about the education trusts, existing career paths and new opportunities for training and education; and
- » leveraging UBTs, LMP councils and joint management/steward trainings to communicate training and education opportunities.

### **b. National Workforce Planning and Development Team (National Team)**

The National Team will include co-leads, one from management and one from the Coalition, and will be accountable to the Strategy Group. The team will also include representatives from HR functions, including Recruitment, Compensation and Learning Services, as well as Workforce for Tomorrow, operations and the co-leads from each regional Workforce Planning and Development team, and other representatives as appropriate. The national team will align, integrate and coordinate all workforce development and training efforts. The team will identify grants, federal, state and private money to leverage additional funding for education and training. The team will communicate using trust plan documents, including an annual report with financial and participant data, about the process and criteria of trust benefits and programs to broader labor and management groups. The team will be charged with the oversight and training of workforce development teams and

will work directly with trustees of the Taft-Hartley and Partnership trusts and the regional and facility (as appropriate) teams to develop and coordinate policies to support workforce development. The national team will be staffed sufficiently to ensure timely implementation.

### **c. Regional Workforce Planning and Development Teams (Regional Teams)**

The regional teams will be chaired by labor and management co-leads, and will be accountable to regional Labor Management Partnership Councils/Steering Committees/Strategy Groups (or their equivalent). Participants will include representatives from HR functions, including: Recruitment, Compensation and Learning Services, as well as Work of the Future, operations and other representatives as appropriate. Regional teams will create and maintain a program to meet the goals set out in this Agreement and the 2005 Workforce Development BTG recommendations. They will also align, integrate and coordinate all workforce planning and development efforts on a regional level. Regional teams will work directly with the national team to:

- » assess needs;
- » deliver and implement programs;
- » create policies to support workforce development;
- » coordinate the delivery of programs to ensure that barriers to job placement and training opportunities are eliminated; and



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- » provide guidance and oversight in order to effectively coordinate with facility teams (as appropriate).

Regional Workforce Planning and Development, in collaboration with regional operations, will identify training positions based on operational needs. Such training opportunities will be explored with labor in partnership, with the intent of enabling employees to meet the minimum experience requirements and promote career mobility.

Regional Workforce Planning and Development teams will integrate work and jobs of the future into their scope. The teams will identify and learn about organizational strategies and innovation trends, assess impact on job and skills, and recommend training, recruitment, job redesign and new jobs, as appropriate. Team composition and resources will be evaluated in order to accomplish the work. Regional and national Workforce Planning and Development teams will work together to share innovations, spread successful practices and engage UBTs in workforce transformation. National LMP Co-chairs will coordinate the work and report at least annually to the LMP Executive Committee of the Strategy Group on progress nationally and in each region.

### **d. Facility Workforce Planning and Development Teams (Facility Teams)**

Facility teams will be established, where appropriate. These teams will assess needs and barriers to training and report findings to the regional teams.

## **3. JOINT WORKFORCE PLANNING AND DEVELOPMENT**

Workforce Planning and Development is one of the highest priorities of Kaiser Permanente and the Coalition. The success of the organization and the Partner unions is attributed to the work, skill and education of Kaiser Permanente employees. In order to adapt to the rapidly changing health care environment, there is a need to invest even more fully in partnerships, people and new technologies, while continuing to provide the highest quality of care and service to health plan members.

The Coalition and management agree that a comprehensive workforce planning and development program will be jointly developed and implemented. The goal is to create a culture that values and invests in lifelong learning and enhanced career opportunities. Once the local union has been notified of the need for redeployment or position elimination, Workforce Planning and Development will be engaged. The joint efforts will also result in the development of infrastructure and tools to realize the full intent of the Employment and Income Security Agreement. By achieving these goals, employee retention and satisfaction will be increased, hard-to-fill vacancies filled, quality and service improved, and the Labor Management Partnership strengthened.

Significant investments are being made in Workforce Planning and Development programs and activities. In order to be successful, these programs and activities require organizational alignment,

integration, coordination and efficient use of resources. The parties will assess the effectiveness of these activities and determine how to improve the overall program, including determining the appropriate yearly level of resources and investments.

The five key components to this work are Workforce Planning and Development, career development, education and training, redeployment, and retention and recruitment.

As a result of the 2010 Workforce Planning and Development subgroup, the 2010 Workforce Planning Implementation Exhibit is attached as Exhibit 1.D.3. In 2012 national bargaining, the Workforce of the Future subgroup created new hard-to-fill implementation agreements. The Hard-to-Fill section of Exhibit 1.D.3. is modified to reflect these new agreements.

The parties agreed in 2019 bargaining to explore new ways to partner on education and training for forecasted workforce needs that cannot be met by the incumbent workforce, apprenticeships, recruitment, training, funding and new program development.

The parties agreed to utilize the Workforce Planning and Development Committees at the local, regional and national levels to support career development and work to address the following:

- » Create job shadowing programs, paid apprenticeship and internship programs for identified hard to fill positions;
- » Develop structured department orientation process;

- » Utilize leads or paid preceptors, etc. where appropriate;
- » Allow classifications to advance in career ladders; and
- » Jointly create a process to identify and forecast Jobs of the Future and identify Hard to Fill Positions.

### **a. Workforce Planning and Development**

As Kaiser Permanente and the Coalition plan for the workforce of today and tomorrow, it is necessary to develop a set of ongoing processes that determine current workforce skill levels, current and future workforce needs and formulate a strategy to assure alignment. The parties agree that Workforce Planning and Workforce Development must be integrated processes, and that successful workforce planning must include a commitment to internal promotions in the filling of vacancies. Therefore, existing policies, practices and contract language will be jointly reviewed and new policies developed to support internal promotions, including the harvesting of vacancies, development of redeployment processes, studies to determine the feasibility of in-sourcing career counseling services/ functions that are currently performed by external providers and new incentives for managers to promote from within. Further, Labor will be provided with access to their job postings and engaged to build new jobs for future health care models. The regional Workforce Planning and Development teams will need to share direction changes brought on by federal and state regulations that affect labor positions so that Labor can

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be engaged in the development of future workforce strategies.

In order to remove barriers for current Kaiser Permanente employees to move into new/open/lateral and advanced positions prior to outside applicants (experience requirements and clinically unnecessary education requirements), the parties agreed in to 2019 bargaining to the following:

- » The LMP Executive Committee will oversee the process to develop an evaluation of the membership, objectives, and the results of the national, regional, and facility workforce planning and development teams. The gaps and barriers identified as part of the evaluation will be addressed.
- » The Workforce Planning and Development committees at all levels shall identify and remove barriers and enforce the language in Section 1.D.2.b. and Section 1.D.2.c. in the National Agreement. If they are unable to remove the barriers, it will be escalated to the regional LMP committee and/or the National LMP Executive Committee.
- » Maintain existing or create regional joint labor-management committees to review and evaluate new and current job descriptions consistent with the process outlined in section 1.K.5. in the National Agreement or modified by mutual consent. Responsibilities would include, but not be limited to, the consideration of the deletion of unnecessary experience and/or qualifications for job requirements;

jointly develop tools and processes to evaluate experience requirements and the equivalency process by set dates; and the creation of training or be willing to train on existing positions to help with the experience requirement barrier.

- » The following additional considerations are relevant for implementation: membership clarification of the Workforce Planning Development team, including labor representation; clarity on goals; reporting structure and accountability; timelines and data and documentation transparency.

### **b. Career Development**

In order to provide employees with opportunities for personal and professional development and provide the necessary resources to achieve their career goals, the Coalition and management agree that career counseling services will be made available in each region or national function to offer skills and interest assessments, individual and group career counseling and the development of individual employee development plans. Workforce Planning and Development Committees at all levels will work to allow classifications to advance in career ladders. In addition, a comprehensive infrastructure, including career ladders and lattices, career pathways mapping, occupational index tools, a career website, pipeline tracking database system and project management support will be established. The parties will jointly promote a communication strategy and approach to systematically

capture core competencies, skills, education, licensure, certification and work experience, in order to enhance opportunities for Coalition-represented employee career mobility. The national team will be accountable for oversight and coordination with the regional and functional teams to ensure that the career counseling infrastructure is developed and deployed.

Further, the National Workforce Planning and Development team will continue to jointly develop career paths on a jointly agreed-upon schedule for Coalition-represented employees. The schedule will identify the next group of career paths to be achieved and the timelines for this work. The regional Workforce Planning and Development teams will explore ways to connect and coordinate career counseling resources with employees in transition. Specifically, these teams may jointly develop a job shadowing process that will afford employees an on-the-job experience of a new job choice prior to the employee entering into education programs.

Also, regional Workforce Planning and Development teams will establish a joint group to examine, set goals and develop criteria regarding preceptorships and mentorships. Preceptorship programs will be monitored and evaluated consistent with determined funding. Employees interested in career development will need to develop individual career development plans with the support of organization resources and systems, in collaboration with management.

The Parties agree that the present practice of requiring incumbent employees seeking promotional opportunities within Kaiser Permanente to have between one and two years, or more, of actual work experience as an employee in the classification that represents a promotional opportunity, frequently results in capable, incumbent employees failing to achieve promotional opportunities or leaving Kaiser Permanente KP altogether. Since the Parties desire to have promotional opportunities filled by qualified, incumbent employees, we agree that the following provisions shall apply exclusively to incumbent employees, who otherwise lack the specified work experience and who successfully bid and are placed into positions that represent promotional opportunities.

1. Since 2019, incumbent employees who successfully acquire the needed certification, license or other applicable credential shall be deemed qualified to be hired for a position irrespective of the experience requirements that apply to external candidates.
2. Beginning October 1, 2024, the parties will meet twice annually to review new entry-level job descriptions (including those with or without license, certifications or other credentials) created during the previous period to determine whether experience requirements should be waived. The parties must mutually agree to any experience waivers discussed during these meetings.

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Incumbent employees lacking the defined work experience but meeting all other qualifications are eligible to apply for the positions where experience has been waived.

3. Successful applicants shall be placed at the Step 1 rate in a given classification with experience requirements of less than one year for external applicants.
4. Successful applicants shall be placed at the Step 1 rate, less 5 percent, in a given classification with experience requirements between one and two years for external candidates, and shall move to the Step 2 rate upon successful completion of one year of employment in the new position.
5. Successful applicants shall be placed at the Step 1 rate, less 10 percent, in a given classification with experience requirements of two years or more for external candidates and shall move to the Step 2 rate, less 5 percent, upon successful completion of one year of employment in the new position, and shall then move to the Step 3 rate upon successful completion of two years of employment in the new position.
6. In no case shall a successful applicant receive a pay reduction as a result of being placed into a position. If an applicant's current rate is greater than the rate for the position that the applicant successfully bids for and is placed into, then the applicant's rate shall be red-circled, until the scale exceeds their rate.

### c. Education and Training

The workforce planning and development education and training objectives are to:

- » prepare individuals to engage in learning processes and skills training;
- » support employees in meeting their professional and continuing educational needs;
- » train professional and technical employees for specialty classifications;
- » provide education and training in new careers and career upgrades;
- » support employees in adapting to technological changes;
- » propose and test opportunities for building broader innovation capabilities for the front line; and
- » ensure alignment with the needs of the organization.

To achieve these objectives, the parties will jointly develop criteria to determine which training is a priority. The parties will also solicit higher learning institutions and maximize Kaiser Permanente's leverage with outside learning organizations. Education and training programs should be able to accommodate multiple styles of learning, and both educational trusts should work toward offering consistent, online prerequisite curriculum. Following the completion of a training program, labor and management will work jointly to remove hiring barriers for employees.

The parties recognize the need to raise awareness of the availability of tuition reimbursement opportunities.

Each regional team is responsible for determining the current utilization of tuition reimbursement, education leave (including continuing education units) and other allocated budgeted resources. The teams should then determine how to remove barriers to access (e.g., degree requirements) and increase participation in these programs. This may require amendment of local collective bargaining agreements and/or policies. The national team, working with the regional teams, will develop a communications strategy to raise the awareness levels in each region.

Tuition reimbursement may be used in conjunction with education leave by employees for courses to obtain or maintain licensure, degrees and certification. Tuition reimbursement dollars may also be used for basic skills programs (e.g., computer, basic math, second language and medical terminology courses). Tuition and continuing education reimbursement is offered at \$3,000 per calendar year for all benefits-eligible Coalition employees scheduled 20 hours per week or more and who have been employed for at least 90 days. The tuition reimbursement benefit will be administered by a human resource function in a shared services environment.

Of the overall total annual reimbursement, represented employees may submit up to seven hundred fifty dollars (\$750), effective January 1, 2020, and up to one thousand dollars (\$1,000), effective January 1, 2024, for travel, room/ lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational

meetings and special events taken/ attended for continuing education (i.e., CEU, PDU, CME, contract hours) 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.

Travel reimbursement is not available for college undergraduate or graduate degree programs.

### **d. Redeployment**

By April 1, 2016, each region shall develop and implement a consistent redeployment process, which will include local union leaders, national and regional Workforce Planning and Development, career counselors, recruitment, labor relations and operational leaders. The parties will build or refine redeployment process maps. This task will be supported by long-term and short-term forecasting of strategic and operational changes that may lead to redeployment. These efforts will be both collaborative and transparent.

### **e. Retention and Recruitment**

A major priority is to reduce turnover by implementing appropriate solutions throughout the organization. The implementation of the following programs is expected to produce significant savings for the organization over the life of the Agreement through reduction in employee turnover.

**Exit Interview.** The national team, working with regional teams, will develop an exit interview template that will be utilized to determine the reasons employees leave Kaiser Permanente or transfer from a particular work unit. The exit interview process will be analyzed by the designated steward(s) and supervisor(s) and reported to the national and regional teams on a quarterly basis.

**Ambassador Program.** Each regional team will develop an ambassador program where current employees volunteer to serve as ambassadors for recruitment activities and outreach events.

## E. EDUCATION AND TRAINING

### 1. PRINCIPLES

In order to achieve the KP Promise, the vision of the *Pathways to Partnership* and enhanced organizational performance, a significant commitment must be made to the training and education of the workforce. Furthermore, most of the policies, commitments and plans described in this Agreement cannot be successfully accomplished without the committed efforts of Kaiser Permanente employees. Meaningful participation requires a high level of knowledge and understanding of the business of health care, the operations of Kaiser Permanente and the principles of the Labor Management Partnership. Therefore, the goal is a comprehensive, jointly administered, integrated approach to education and training. There will

be a joint design and oversight team that provides new and ongoing training programs to all appropriate staff, including evaluation of training effectiveness.

### 2. TYPES OF TRAINING

The 2005 BTGs identified a variety of educational requirements necessary to advance the Partnership, support the development of high-performing, committed work teams and enhance the growth, advancement and retention of employees, as described in the 2005 Workforce Development BTG report. Types and categories of training, grouped by funding source, include:

- » Career development (supported by national funding), for example, training current employees to:
  - › acquire basic skills and prerequisites for advancement;
  - › fill new or hard-to-fill positions/technology changes; and
  - › advance lifelong learning.
- » General Partnership and National Agreement training (funded through the Partnership Trust), for example:
  - › implementation of the National Agreement;
  - › program development for unit-based teams;
  - › application of the flexibility provisions of this Agreement;
  - › Partnership orientation and other Labor Management Partnership training; and
  - › performance-sharing programs.

- » It is intended that all newly hired Partner union and management employees should be scheduled within four months (120 days) of being hired to receive Labor Management Partnership training, as defined by each region. As sponsors, the appropriate local and regional LMP leadership will be accountable to ensure this takes place.
- » Key business strategies and initiatives (funded through operating budgets or local or national business initiatives), for example:
  - › attendance;
  - › service;
  - › business education;
  - › Kaiser Foundation Health Plan product offerings;
  - › KP HealthConnect®;
  - › employee health and wellness;
  - › scope of practice;
  - › benefits;
  - › regulatory compliance; and
  - › diversity.

### 3. STEWARD EDUCATION, TRAINING AND DEVELOPMENT

The CIC agreed to support union steward training and education and recommended that stewards have time available each month to participate in training and development activities. The parties agree to support stewards in training and development, such as:

- » education and training programs;
  - » Stewards Council;
  - » Labor Management Partnership Council;
  - » Partnership-sponsored activities; and
  - » Partnership environment.
- Training programs for stewards may be developed in the following areas:
- » foundations of unit-based teams;
  - » improvement in Partnership principles;
  - » contract training on the National Agreement;
  - » fundamentals of Just Cause;
  - » leadership skills;
  - » effective problem solving; and
  - » consistency and practice.
- Labor and management will work jointly on steward development. Accountability will rest with senior operational and union leaders on the Labor Management Partnership Council (or equivalent) in each region.

### 4. INTEGRATED APPROACH TO EDUCATION AND TRAINING

There are common themes and elements of training that should become consistent across Kaiser Permanente. Sufficient resources will be committed, as specified in this Agreement and by the regions, to create and deliver training programs and to enable employees to take advantage of those programs, supported by planned replacement where necessary. Integrated development of program-wide training programs should provide efficiency, cost effectiveness, higher-quality training and a more consistent experience for employees across Kaiser Permanente.



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The National LMP Co-chairs will be responsible for ensuring an integrated approach to education and training, which will jointly address initiatives and topics identified as priorities for the Program. Criteria for prioritization will be:

- » National Agreement implementation plans;
- » organizational strategic objectives; and
- » Partnership priorities.

In 2015, the parties identified the goal of creating a learning system that supports sustained behavior change, partnership and performance. To achieve this goal, the parties will:

- » continue to engage LMP learning experts in assessing current learning systems;
- » develop approaches that accommodate a range of learning styles, and deploy best practices in adult learning;
- » offer a range of learning modalities and conduct tests of change to determine which are most effective;
- » develop training, coaching and mentoring specifically to support mid-level leaders, who include management supervisors, union leaders and staff;
- » develop a means of measuring outcomes and ensure that evaluation, feedback and continuous improvement are part of the learning system;
- » create a system for selecting, coaching and certifying facilitators and trainers; and
- » strive for consistency across the program to achieve the same

partnership and employment experience wherever one works in KP.

Mid-level leader support shall include:

- » joint, in-person training to set foundational expectations; Union and Management will receive the same curriculum and regular refresher trainings;
- » refresher trainings occurring at least annually; they may include supplemental curricula delivered via new media and emerging technologies, such as online, mobile applications, WebEx and communities of practice; and
- » separate training programs and/or educational forums that Management or Labor may choose to create to address specific needs.

Exhibit 1.E.4. contains the implementation timeline and learning modalities.

## 5. LMP EDUCATION AND TRAINING

In 2019 bargaining, the parties agreed to a full review of LMP education and training materials and other planning by a designated working group (including earlier IR-SC work, with appropriate representation).

- » Align the LMP education and training to improve operational performance outcomes (ensuring that the Partnership is focused on a core group of high priority organizational and mutually agreed upon strategic objectives — the value compass), as well as educating people on the history and function of the Partnership (including mutual obligations and reciprocal responsibilities).

- » Consistent, system-wide delivery of the revised materials that come from the above review.
  - » Include the LMPO in the new hire on-boarding process for the workforce and managers who are new to the partnership, in a defined time frame.
  - » Expand the cadre of people capable of delivering the training for long term sustainability.
  - » Bring in subject matter experts on education and training as appropriate.
  - » Link to existing metrics, such as the People Pulse, as well as a review of P3 process, and progress on the high priority metrics as measures of success (not just measures of the number of people trained but actual gains in how the organization operates).
  - » Identify the proper stakeholders to ensure completion and results at all levels.
- F. STAFFING, BACKFILL (PLANNED REPLACEMENT), BUDGETING AND CAPACITY BUILDING**
- 1. PLANNED REPLACEMENT AND BUDGETING**
- Providing a work-unit environment where quality of care and employee satisfaction are not compromised by fluctuations in staff is a crucial concern. The parties commit to resolving the complex issue of staffing and planned replacement in a comprehensive manner. Planned replacement means budgeted replacement time for employees' time away from their work unit (e.g., to participate in training, Partnership activities, approved union work or to take contractual time off, including unpaid leaves of absence). In addressing the issue of planned replacement, the objectives are to jointly define the circumstances in which planned replacement will occur, using the following criteria:
- » plan for and schedule replacement activities wherever possible, so that planned replacement objectives can be successfully achieved;
  - » provide planned replacement so employees are able to use leave benefits appropriately and take time off related to activities listed above;
  - » provide adequate staffing within the budget to cover the work operations and other work-related requirements by creating a planned replacement line item at all budgeting levels;
  - » ensure forward-looking and realistic planning to anticipate and provide for future staffing needs;
  - » support the attendance provisions of this Agreement;
  - » budget and plan realistically to provide for all components of legitimate time off from work and apply those budget components as intended; and
  - » accurately track time off requests and responses to provide managers and employees with transparent data on time off.

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The parties will conduct and complete a gap analysis (i.e., the difference between needed average amount of time off and current budget practice) for planned replacement in each region prior to the 2007 rate-setting process. Planned replacement will be incorporated into rate-setting and budgeting processes for all departments beginning with the 2007 cycle. The parties will mutually agree on the phasing in of additional resources for planned replacement in 2006, and regional market conditions will be a factor in those considerations.

In departments where management and the unions agree that the budgetary process meets the objectives as outlined above, the process does not need to be modified. Those departments without an effective joint staffing, budgeting and planning process in place will observe the joint staffing provision below and incorporate the recommendations taken substantially from the *2005 Attendance BTG Report*, Concept No. 3, and pages 20–23 (attached as Exhibit 1.F.). Timing will be determined jointly at the regional level.

### **Per Diem/On-Call Conversion.**

The parties are committed to ensuring that individuals working more than 1,040 hours per year receive benefits under conditions outlined below.

Additionally, the parties are committed to utilizing staffing patterns that maintain operational flexibility at the same time we recognize the importance of relying on regular full-time and part-time staff to the greatest extent possible.

Immediately, the parties will review all available information for the purpose of determining which employees now classified as per diem, on-call or limited part time should be classified as regular part-time if they satisfy the following criteria. For the purposes of the review, the parties will use hours worked during the period of August 1, 2014, through July 31, 2015. Those that will be reviewed must satisfy the following criteria:

1. Employees who have worked 1,040 hours or more, in a single department, in the most recent twelve month period for which data is available. Credited hours will exclude time worked to cover leaves of absence and special projects.
2. Employees who have worked 1,040 hours or more, in a combination of departments, subject to the criteria outlined in 1. above, may be eligible to be classified as regular part time as “float-pool” employees and may be assigned by the Employer to work in a department or multiple departments/facilities for which they are qualified to work. Not all employees in this category will be converted. The intent of this provision is to convert those employees that the parties agree have met the eligibility requirements outlined above while also considering the Employer’s staffing needs. Every reasonable effort will be made to convert such employees to regular part-time status. Individuals covered under criteria 1. and 2. above shall

be converted, unless the individual declines the regular part-time status, the first full pay period following September 30, 2015. Should the parties disagree as to the eligibility of employees for conversion, they shall use an interest-based problem-solving approach to resolve the issue.

Going forward, the parties will utilize the process set forth in the respective collective bargaining agreements. The parties further agree to undertake a systematic review of the balance of FT/PT, per diem and on-call positions under the auspices of the LMP Executive Committee, with the objective of finding an appropriate balance of positions. This review will begin immediately following the ratification of the National Agreement. Regular quarterly reports shall be made to the LMP Executive Committee until the review is complete.

## 2. A JOINT STAFFING PROCESS

As unions and management continue to integrate Labor Management Partnership structures into existing operational structures, Partner unions will become more involved in business planning and resource allocation decisions. These decisions are intricately tied to the shaping of staffing plans and decisions to adjust resource allocations during budget cycles.

Therefore, the parties agree that throughout this integration process, they will implement joint staffing processes. This work will include jointly developed staffing plans that consider the following factors:

- » mutually acceptable numbers, mix and qualifications of staff in each work unit;
- » planning for replacement needs;
- » patient needs and acuity;
- » technology;
- » inpatient and outpatient volume;
- » department/unit size;
- » geography;
- » standards of professional practice;
- » experience and qualification of staff;
- » staff mix;
- » regulatory requirements;
- » nature of services provided;
- » availability of support resources;
- » model of care;
- » needs and acuity of the entire medical facility as well as specific department/unit;
- » consideration and support for meals and breaks; and
- » departmental/area budgets.

Adherence to any and all guidelines promulgated by any reviewing or regulatory agency and any other applicable laws or regulations is mandatory. A staffing and budgeting model appears in the *2005 Attendance BTG Report*, Concept No. 3, pages 20–23; (attached as Exhibit 1.F.). The joint staffing language in this Agreement, together with the model in the BTG report, should provide the framework for staffing discussions and decision making.

### 3. FORECAST AND OUTLINE PATIENT CARE NEEDS OF THE FUTURE

Within 90 days after ratification, the parties shall convene a national oversight committee, composed of senior leaders from Kaiser Permanente and the Coalition, to identify barriers to be removed to consistently implement the current language in National Agreement Sections 1.F.1., 1.F.2. and Exhibit 1.F. This committee will define a framework for regional implementation, work on issues related to the use of current and relevant data, and have concluded deliverables within one year, or extend by mutual agreement.

### 4. CONTRACT SPECIALISTS

The ability to fully engage frontline workers in Partnership activities has been limited by a lack of union capacity. Stewards have had the difficult task of balancing their traditional representational duties related to the administration of collective bargaining agreements and engaging in Partnership activities. To empower stewards to fully assume their leadership roles in Partnership activities, the parties agree to the establishment of a new role, Employer-paid Contract Specialists.

It is anticipated that this role will advance the Partnership by:

- » allowing stewards more time to focus on Partnership implementation at the facility and work-unit level;
- » building expertise and promoting consistency in contract interpretation

and implementation through Contract Specialists who partner with local HR Consultants; and

- » building capacity through the development of many contract experts.

Each Coalition bargaining unit will be allocated a minimum of one full-time equivalent (FTE) Contract Specialist, or portion thereof, for every 1,200 bargaining unit employees. In each region, each Coalition International Union will apply the 1:1,200 ratio to its total membership to determine the number of Contract Specialists. The Contract Specialists will be appointed by the union, with Employer input, and will be directed by and accountable to the local union. Their duties will include, but not be limited to, contract interpretation and administration, contract education, guidance in grievance and problem resolution, improvement in shop steward capacity and consistent contract application. The Contract Specialist will partner with the HR Consultant or equivalent. Normally, it is expected that Contract Specialists will serve a single, one-year, non-renewable term. The pay, benefits and conditions of the Contract Specialists will be in accordance with the standard Labor Management Partnership Lost Time Agreement.

Many unions currently have Employer-paid liaison positions. Management and the local union will collaborate and attempt to reach a consensus decision on converting current liaison positions into Contract Specialist positions. It is possible that a union may elect to maintain the current number of liaison

positions in lieu of a Contract Specialist, or choose a combination of Contract Specialist and liaisons, or eliminate all liaison positions and replace them with Contract Specialists. In the event that a local union does not have a liaison, it may choose to select a liaison(s), instead of a Contract Specialist, at the ratio described above. Local unions will set policies for liaison and Contract Specialist positions such as term length (e.g., single one-year, non-renewable term, etc.). Local unions that currently have liaison positions exceeding the 1:1,200 ratio cited above will maintain their current FTE ratio.

## **5. TRAVELERS AND REGISTRY PERSONNEL**

Labor and Management have a mutual interest in reducing the use of travelers and registry (staffing provided through outside agencies). The parties recognize that registry and travelers should not be utilized to meet regular workflow needs. The parties understand that the use of registry and travelers may be necessary to address temporary peak workloads, to temporarily cover hard-to-fill vacancies or respond to extraordinary circumstances, defined as a significant impact to quality, service or patient safety. The parties will meet on a quarterly basis and will utilize existing LMP meeting forums to review the utilization of traveler and registry personnel. To reduce the utilization of travelers and registry, the parties will work together to identify alternative solutions to include, but not be limited to: posting of regular and temporary

positions, development and/or expansion of a float pool, offering non-overtime additional hours, expedited bidding, accelerated hiring to fill vacant positions, voluntary temporary upcoding of current employees, etc.

## **6. POSITION CONTROL AND VACANCIES**

By the end of the first full quarter following ratification of this Agreement, Coalition union leaders and senior Kaiser Permanente leaders in each region will meet in a labor management committee for each of the regions and for each Coalition bargaining unit. At minimum, the committees will meet at least quarterly, but may mutually agree to meet with more frequency. The topics to be discussed include, but are not limited to: position vacancies or modifications, backfill, time off, hard-to-fill positions and staff utilizations (including registry and agency usage).

The employer shall provide a monthly report to the committee on the status of vacancies by classification, department and bargaining unit, including the following information:

- » Position status: active (vacant or filled) or inactive (the position is no longer needed, has been purported for another position, etc.);
- » Vacated positions' FTE, shift and schedule;
- » Requisition status: Requisition number is presented if posted. Field is blank if not posted; and
- » Action Reason

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\*Create requisition — currently in approval queue

\*Requisition status update currently posted

\*Non-requisition — no action taken with the position

Upon request, the Employer will meet with the Union to discuss such decisions.

### **G. HUMAN RESOURCE INFORMATION SYSTEM (HRIS) PROCESS CONSISTENCY REGISTRY**

The CIC adopted HRIS provisions regarding benefit eligibility and effective dates for across-the-board (ATB) increases and special adjustments, which are incorporated in Section 2 of this Agreement. The parties further agreed that longevity steps that are converted to differentials will be included in base pay for purposes of final average pay calculations when determining defined-benefit pension benefits, and will be included when determining defined contribution percentages.

In addition, certain provisions were adopted that are to be incorporated into each local collective bargaining agreement, including consistency provisions relating to:

- » bereavement leave;
- » jury duty;
- » effective dates of step increases;
- » longevity pay; and

» alternative compensation program terms.

The Labor Relations Sub-Group will continue to work with the PCP Team during the term of the Agreement as issues are identified that the parties agree require changes to collective bargaining agreements.

### **H. TOTAL HEALTH**

Kaiser Permanente and the Coalition are committed to the total health and well-being of employees and to work-life practices, programs and services that balance work and lifecycle challenges. The Total Health program is a long-term business strategy for KP. KP's ability to offer a fully integrated and high-quality model of care is an imperative that needs to be reinforced at all levels of the organization. To the extent that employees can model Total Health, such personal leadership creates a competitive advantage for KP. As such, it is critical to educate all employees about the business case for Total Health, including the costs associated with health risks and the benefits associated with limiting such risks. Employees who are supported in balancing their work and personal lives and reducing their health risks are more effective in their work, more productive as team members, and better able to deliver quality health care and service to members/patients. The organization's responsiveness to individuals' needs, both on and off the job, is a powerful predictor of productivity, job satisfaction, commitment and retention. Accordingly, Kaiser Permanente and the Coalition will work in Partnership to

establish an infrastructure to support and manage total health services, and all joint partnership bodies will address Total Health and its programs.

## 1. WORK-LIFE BALANCE (WLB)

The parties agree to create a Work-Life Balance (WLB) division of Human Resources, resulting from realignment of the current employee assistance program (EAP) at all levels. This infrastructure will help ensure that the work-life balance services offered are consistent program-wide while fostering better communication about the availability of the services. The WLB division will include health promotion, employee assistance and referral services, and will enable the organization to offer more robust work-life balance services to employees that lead to cost savings, employee retention and increased employee satisfaction.

Resources for the WLB division at the national level will include a director of WLB, a dedicated labor partner, a project manager, analytical staff and existing EAP resources. Additional resources will be identified at the regional and local level as needed to effectively support the WLB division and should be integrated with unit-based team infrastructure to the extent practical.

The Strategy Group will provide program-wide oversight for the WLB division. Regional and local WLB committees with management, union, physician, dentist and EAP representation will provide support to the division.

## 2. TOTAL HEALTH AGREEMENT

Kaiser Permanente (KP) and the Coalition of Kaiser Permanente Unions (Coalition) share the goal of creating the healthiest workforce in the health care industry by improving the quality and length of employees' lives and enhancing the effectiveness and productivity of the organization.

The parties, through the Labor Management Partnership (LMP), commit to creating a workplace environment and culture that helps employees to collectively stay healthy and helps them to collectively reduce their health risks, including their risk of occupational injury and illness.

The cornerstone of this commitment is to attain industry-leading results in the areas of body mass index (BMI), smoking rates, A1C and blood pressure levels, and the incidence of workplace injury. The parties share a commitment to measure and regularly report aggregate data for the employee population with respect to these foundational indicators of the health and wellness of all employees, in keeping with our joint tradition of being a continually improving, learning organization that responds to data and evidence.

The parties agree that in order to achieve this vision, the LMP Strategy Group shall empower a program-wide leadership group (the Total Health Leadership Committee) of appropriate representatives of the Coalition and KP to oversee and implement all of the work associated with creating a



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comprehensive Total Health program for KP employees. This committee shall endeavor to jointly develop policies and practices that show:

- » a commitment by senior KP and Coalition Union leaders to make employee health a core business strategy and reinforce it through visible sponsorship and communication;
- » a commitment by operation leaders to create a supportive, safe, healthy workplace environment;
- » a commitment to create dedicated workplace leaders so that work teams can take ownership of employee health and wellness and integrate healthy practices into the work unit;
- » a commitment to reward and encourage healthy choices by the workforce; and
- » a commitment to establish consistent outcome measures to track results.

### **a. Creating a Healthy Workplace Culture and Environment**

The parties agree, through the Total Health Leadership Committee, to jointly create and promote a healthy workplace environment. The parties shall address, but are not limited to, the following issues: a healthy physical workplace environment; healthy and affordable food options at the workplace; and opportunities for employees to engage in healthy activities at the workplace on non-work time. (See Exhibit 1.H.2.a.)

The parties will jointly maintain the Total Health dashboard that reports and makes available to employees biometric

measurements in the areas of BMI, smoking rates, A1C, cancer screenings and blood pressure levels, and the incidence of workplace injury.

### **b. Educating and Engaging Employees as Active Leaders in Their Health**

In order to achieve the vision of the healthiest workforce in the health care industry, the parties agree that employees be educated about their health and wellness so they can make knowledgeable, healthy choices.

To reach Total Health goals, the parties shall conduct a joint assessment, including an inventory of current capacity to support employee health, wellness and safety; set a timeline to complete the joint assessment; and evaluate successful practices that allow the parties to provide consistent education for employees across Kaiser Permanente.

### **c. Coalition Union and Management Leadership**

In order to achieve the goal of creating the healthiest workforce in the health care industry, the parties acknowledge the necessity of thousands of rank-and-file union leaders and their management counterparts playing an active and ongoing leadership role in creating a transformative culture of health at Kaiser Permanente. As such, the parties commit to jointly develop principles and recommendations regarding new leadership roles and structures across the organization.

### 3. COMMUNITY ENGAGEMENT

In 2015 the parties identified the following opportunities to promote total health in the communities where we live and work:

- » integrate Labor into regional community benefit governance councils and service area community benefit groups, as the Executive Director of the Coalition currently sits on the KFHP/H Board of Directors Community Benefit Committee;
- » establish a Labor Community Health Partner (LCHP) and Community Benefit (CB) lead in each region or service area to work with local community benefit teams:
  - › use existing local labor process to select the LCHP;
  - › their LCHPs' primary responsibilities are to serve as the local liaisons to Community Benefit efforts and integrate union and Kaiser Permanente community work efforts;
  - › jointly review community needs assessments to inform engagement efforts;
  - › develop opportunities to collaborate on interests, strategies and activities;
  - › provide regular updates to, and engage the LMP Council in, support for joint efforts; and
  - › work together to determine and request appropriate release time for the LCHP.
- » nationally, develop a standard toolkit for volunteers that can be customized locally; the toolkit will include how to represent Kaiser Permanente and

Labor, safety guidelines and basic community information;

- » enhance KP Cares to gather interests from all Coalition-represented employees and to aggregate those interests by region and by local area to align efforts;
- » encourage regions to recognize KP employees for volunteer and community benefit efforts;
- » develop a campaign for internal awareness of the Total Health community engagement efforts between KP and the Coalition; and
- » develop strategies to integrate KP members in community efforts.

### 4. PROGRAMS AND SERVICES

#### a. Employee Health Care Management

Kaiser Permanente will offer an employee health care management program to help employees manage their chronic diseases and other existing health issues. This program is further described in Section 2.B.3., Other Benefits.

#### b. Health Promotion

Health promotion focuses on keeping people healthy. Kaiser Permanente will offer services to enable its employees to focus on prevention and Thrive by actively promoting a healthy and balanced lifestyle. To achieve this, local facilities will implement and coordinate health and wellness services aimed at improving the quality of work and personal life for all employees. Health promotion services and programs may

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include, but are not limited to, self-help classes, support groups, stress management, conflict management and cultural sensitivity/awareness training.

### c. Employee Assistance Services

Employee assistance services are intended to maximize employees' ability to cope and remain productive during stressful events and life crises. Such services should be sponsored nationally and implemented locally. They include work-life problem assistance, such as drug and alcohol assistance assessment and referral, short-term family counseling and manager/union consultation services. Life crisis services include emergency financial aid and grief counseling.

### d. Referral Services

Referral services provide a caring environment that is sensitive to the variety of employee needs. Company-sponsored, -arranged or -subsidized services may be provided, including discounts for goods and services. This should benefit employees with minimal added cost. Examples include mass transit incentives, financial counseling services, concierge services and computer discounts. Some of these services are provided currently through regional employee activity programs. Expansion of these services nationally may be evaluated by the Strategy Group during future years of the contract.

### e. Donating Days

The Partnership should create a mechanism for employees to voluntarily

donate some earned time off, vacation or life-balance days to employees in need.

In addition, Kaiser Permanente will establish a recognition week celebrating the founders of Kaiser Permanente and a Memorial Day tribute to recognize and honor deceased employees on the Friday before Memorial Day.

## 5. MANDATORY OVERTIME AND ASSIGNMENTS

The parties' vision is to make Kaiser Permanente the best place to work, as well as the best place to receive care. Through the Partnership, unions, management and employees share responsibility, information and decision making, to improve the quality of care and service, and enrich the work environment. The ability to rely on a stable schedule is fundamental not only to this equation, but to achieving balance between work life and personal life as well. As a result, the parties have committed to discontinue mandatory overtime practices, with the overall goal of avoiding the mandatory assignment of any unwanted work time. The *Mandatory Overtime — Principles and Tools* document agreed to by the parties is attached as Exhibit 1.H.5.

## I. PATIENT SAFETY

### 1. CREATING A CULTURE OF SAFETY

Improving the quality of care delivered to members and patients requires significantly increasing the reporting of actual errors and "near misses." It is recognized that the reporting of such

errors can only improve if employees are assured that punitive discipline is not seen as the appropriate choice to handle most errors. We must jointly create a learning environment which views errors as an opportunity for continued, systematic improvement. This environment must encourage all employees to openly report errors or near misses and participate in analyzing the reason for the error and the determination of the resolution and corrective action needed to prevent reoccurrence.

The reporting system will include the following components:

- » reporting of errors, with systematic, standardized analysis of errors and near misses;
- » communication of learning to help make needed policy and procedure changes;
- » confidentiality of involved employees unless prohibited by statute or law;
- » involvement of staff in error analysis and/or resolution;
- » positive reinforcement for reporting;
- » training and education programs that enhance skills and competency to help prevent future errors;
- » maintenance of the integrity of privileged information; and
- » ability to collect and trend data across the organization.

Information regarding errors reported through this system will be handled through the Issue Resolution/Corrective Action process of this Agreement

and will not be used as the basis for discipline except in rare cases when punitive discipline is indicated, such as the employee:

- » was under the influence of drugs or alcohol;
- » deliberately violated rules or regulations;
- » specifically intended to cause harm; or
- » engaged in particularly egregious negligence.

Reporting through this system does not relieve the employee of the responsibility to complete an incident report when indicated by policy.

## 2. FLU PREVENTION

The Coalition and Kaiser Permanente are committed to the highest standards of patient safety and employee health. Accordingly, Kaiser Permanente and the Coalition agree that effective October 1, 2015, all health care workers will be required to have received a seasonal influenza vaccination or, if they decline for any reason, to wear a surgical mask for the duration of the influenza season while working in patient care areas. Prior to October 1, 2015, the Coalition and Kaiser Permanente will develop guidelines and policies for flu vaccination.

## J. WORKPLACE SAFETY

Kaiser Permanente and the Coalition believe that an injury-free workplace should be the goal and responsibility of

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every physician, dentist, manager, union leader and employee, and an essential ingredient of high-quality, affordable patient care. Working in Partnership, we are establishing the health care industry standard by setting the goal of eliminating all causes of work-related injuries and illnesses to create a workplace free of the risk of injury and illness, where people feel free and safe to report work-related injuries and illnesses.

### 1. CREATING A CULTURE OF SAFETY

Kaiser Permanente's goal is zero workplace injuries for all Kaiser Permanente employees, physicians and dentists. In order to be successful, a culture of safety must be created in which safety is a core business and a personal value, and prevention is more effective than injury management.

The leaders of Kaiser Permanente and the Coalition have committed to continuing support for cultural change, the implementation of systems and alignment among all contributing Kaiser Permanente departments which are necessary to reach the goal.

The Principles of Partnership will be used to engage frontline staff and supervisors in implementing the remedies that will eliminate hazards that cause injuries. The parties agree to:

- » provide sponsorship and resources necessary for a broad and sustainable approach to workplace safety (WPS);

- » early joint communication and planning for emergency preparedness to ensure engagement of all workers, regardless of job classification, in the event of a potential crisis, from planning to implementation;
- » use the People Pulse learning climate index to improve the safety culture for workers and expand it to include KP members. This index will be shared annually with labor consistent with the national process and timeline for People Pulse dissemination and action planning; and
- » institute joint planning to identify activities that support both wellness and worker safety (national, regional and local levels), similar to the WPS planning segment in the 2012 National Agreement.

### 2. COMPREHENSIVE APPROACH TO SAFETY

Successful WPS efforts are comprehensive and require strong leadership from the health plans, hospitals, dental group, medical groups and unions. To that end, the parties commit to implement a comprehensive plan for each region that sets challenging goals, defines accountabilities and creates a supportive environment with active work-unit engagement. The plan should include sustainable implementation goals and a timeline with milestones for progress. The program requires that accountability for WPS be integrated into health plan, hospital and medical or dental group

operations, business plans, performance metrics, budgets and strategic planning efforts, and emphasizes the collective responsibility for WPS in each work unit. The parties will include the regions in benchmarking workplace safety investments and providing guidelines for regional and local implementation.

In order to ensure successful implementation of the WPS program, the Employer and the unions agree to support training, partnership activities and work team engagement related to WPS, in accordance with the Planned Replacement provisions of Section 1.F.1.

### 3. NATIONAL DATA SYSTEM

The parties will:

- » continue to develop and enhance the utilization of a national data system and structure that supports the needs of WPS teams, leadership and operations;
- » design an enterprise-wide safety hazard and follow-up reporting system and establish an oversight and escalation process through existing safety committees. Follow-up should address learnings from incident analyses and preventive measures beyond specific event and location. This work is to be completed as soon as practical, but not later than December 2017 and implemented across KP by December 2018; and
- » establish a national KP library of effective WPS practices and educate labor, staff and managers in safer practices. Develop and implement a

plan to spread these effective practices across the program.

### 4. BLOODBORNE PATHOGENS

The parties will continue support of the National Sharps Safety Committee (NSSC), chartered by the Labor Management Partnership to pursue the goal of selecting and recommending the provision of the safest sharps safety devices. In the event of an issue or disagreement arising out of National Product Council actions regarding a recommendation from the NSSC, the appropriate problem-solving processes under Section 1.L. of the Agreement may be utilized.

### 5. INTEGRATED DISABILITY MANAGEMENT

As part of a comprehensive approach to WPS, an integrated disability management (IDM) program, appropriate for each region, will continue during the term of this agreement. IDM is defined as a comprehensive program that provides a rapid return to work for employees with occupational and non-occupational injuries, illnesses or disabilities to best meet the needs of employees by improving and supporting overall workforce health, productivity and satisfaction while reducing costs for the Employer in lost time and productivity.

An integral part of a successful IDM program involves removing barriers for employees who are able to return to temporary, alternative or modified work after an injury, illness or disability. To that end, the Employer agrees to

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facilitate an employee's return to work by making every effort to liberalize work requirements, and the unions will work collaboratively with the Employer to identify temporary, available and appropriate work assignments for the affected employees. While in the IDM program, the affected employees may be placed into temporary work that may include assignments in another bargaining unit, as long as the assignment does not affect the process for filling vacancies and the work available for current employees in the workgroup. When assigning work to affected employees, the Employer will attempt to assign them to duties in their own bargaining unit before placing employees temporarily into another bargaining unit. Temporary assignments into different bargaining units should occur infrequently, and will require collaboration and coordination. In the event it is not possible to assign the employee duties within his/her own bargaining unit, the parties will jointly determine if temporary assignment within another bargaining unit is possible.

The affected employee may remain in a temporary assignment for up to 90 days. During this time, the employee's bargaining unit status will be maintained with all rights and responsibilities. After 90 days, the parties will meet and must mutually agree to the extension of any such temporary work assignment as appropriate.

Labor and management will evaluate the effectiveness of the IDM program and its implementation, present recommendations and implement approved changes. The timeline for implementation is found in Exhibit 1.J.5.

## 6. WORKPLACE VIOLENCE PREVENTION

The parties made a joint commitment to a shared goal of zero tolerance for violence in the workplace. The National LMP Co-chairs will appoint a national team to conduct a program-wide analysis to improve violence prevention. This team will consider the following subject areas in its analysis and ensuing recommendations:

- » education and training;
- » communications;
- » EAP;
- » organizational consistency; and
- » data and reporting.

Once the team has completed its analysis, it will create recommendations for developing consistent violence prevention programs. The team will report recommendations to the National LMP Co-chairs, who will review and consider appropriate next steps. Labor may also independently make recommendations to management regarding possible workplace violence prevention policy changes based upon the analysis.

See Exhibit 1.J.6. for the additional information.

## 7. ERGONOMICS

The parties agree to pursue implementation of proactive ergonomics programs, including safe patient handling, office ergonomics and material handling. This will include educating staff about existing resources, standards and policies with a goal of prevention.

## 8. UNION INDEMNIFICATION

In consideration of full and active participation by the member organizations of the Coalition in the WPS program, and in recognition of the potential liability which might result solely from that participation, Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. agree that they, or one of the subsidiary health plan organizations of Kaiser Foundation Health Plan, Inc., will indemnify Coalition unions and their officers and employees, and hold them harmless against any and all suits, claims, demands and liabilities arising from or relating to their participation in WPS with Kaiser Permanente.

## K. UNION SECURITY

### 1. UNION LEAVES OF ABSENCE

In support of the Partnership relationship, upon request, the Employer will grant time off to employees for official union business as long as the number of employees absent for union business does not impose an unreasonable burden on the Employer and the Employer receives reasonable notice.

Union leaves will be defined according to the following:

**Short-Term Leaves** are defined as leaves up to 30 days. Employees will continue to accrue seniority, service credit and benefits during the time of the absence, at the expense of the Employer. The impact of multiple short-term leaves on the operations must be considered.

**Long-Term Leaves** are defined as leaves of absence for more than 30 days and up to a maximum of one year. Such leaves will be granted by the Employer in increments of three months and shall be jointly reviewed, on a periodic basis, at the regional level. Seniority, service credit, credited service and health, dental and life insurance benefits will continue during the leave as long as the union reimburses Kaiser Permanente for the associated costs.

**Elected Official Leave.** Any employee elected to a union office will be automatically granted a leave of absence for the duration of the term or three years, whichever is less. Employees must return to work after the completion of one term. Seniority, health, dental and life insurance benefits will continue during this time, as long as the union reimburses Kaiser Permanente for the associated cost. Service credit and credited service will be applied for a maximum of two years, as long as the union reimburses the Employer for such costs. As provided in local agreements, leaves beyond one term may be granted, but will not include service credit.



Kaiser Permanente will pay employees for absences in order to participate in grievances, issue resolution meetings, Kaiser Permanente work committees and interest-based negotiations under Section 3.E. of this Agreement. Paying employees for participation in panel arbitrations will be the decision of senior union and management leaders in the region.

The Employer and the leaders of the Partner unions will work together to ensure reasonable notice and to minimize impact on service and care delivery associated with this provision.

## **2. CORPORATE TRANSACTIONS**

The parties recognize that unions and Employers do not stand still. Unions merge with each other, or in some cases, split into smaller parts. Employers buy and sell operations, spin off business units, merge with other entities or otherwise restructure their operations.

Through implementation of the Partnership principles embedded in this Agreement, the parties expect to establish open communication concerning business and organizational issues affecting their respective operations. The parties anticipate that in most instances through such communication and the Partner unions' ongoing involvement in Kaiser Permanente's business matters, the unions will be aware of business issues that may cause Kaiser Permanente to consider transactions such as those described above. In such circumstances, the parties contemplate that they

will move to more formal discussions concerning such contemplated transactions as Kaiser Permanente's consideration of options proceeds. The parties intend that the Coalition and the affected Partner unions will be involved in such consideration in a manner consistent with Partnership principles and that the legal and contractual rights of the affected employees will be honored in any resultant transaction.

## **3. VOLUNTARY COPE CHECK-OFF**

The Employer agrees to administer a voluntary check-off of employee contributions to Partner union political education and action funds, consistent with the private letter ruling received from the IRS in 2001. The program includes the following provisions:

- » contributions to the political education and action funds are voluntary for employees;
- » the union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction; and
- » the union will reimburse Kaiser Permanente for the costs of administering the payroll deductions.

## **4. SUBCONTRACTING AND OUTSOURCING**

Consistent with current practice, management reserves the right to address temporary peak workloads, to temporarily cover hard-to-fill vacancies or respond to extraordinary circumstances,

defined as a significant impact to quality, service or patient safety to meet operational needs by contracting for services, for example, through registries, temporary services, etc., in accordance with Section 1.F.5.

The Parties reaffirm a Partnership presumption against future subcontracting of bargaining unit work.

For the term of this Agreement, this section has been supplemented by the Memorandum of Understanding Regarding Subcontracting and Outsourcing between Kaiser Foundation Health Plan/Hospitals, The Permanente Medical Groups and the Coalition of Kaiser Permanente Unions, AFL-CIO, dated September 25, 2019 (attached as Exhibit 1.K.4.), and shall replace the July 15, 2005, Memorandum of Understanding Regarding Sub-Contracting.

## 5. UNION REPRESENTATION OF NEW POSITIONS

**Principles.** The parties agree that Partner unions maintain strong fundamental interests in preserving the integrity of the bargaining units. The parties also agree that achieving the Labor Management Partnership's goals of making Kaiser Permanente the health care employer of choice in all of its markets and maximizing workforce engagement as a principle means of achieving success requires that all parties commit to maintaining and enhancing bargaining unit integrity. The parties further agree that it is not in the interest of either Kaiser Permanente or the Partner unions

for jobs to be created or restructured for the purpose of removing work from a bargaining unit. Furthermore, the parties agree that it is essential for them to work together to assure that newly created and restructured jobs that are appropriately included within bargaining units are not improperly excluded from them.

For these reasons, the parties have adopted the following procedures for reviewing and determining the status of newly created and restructured jobs with duties and responsibilities similar to those of positions included in Labor Management Partnership bargaining units.

While this process is intended for newly created jobs, this process may be used to determine the bargaining unit status of current positions that are in dispute, provided the parties mutually agree, at a local and national level, that it would be beneficial to use this process for that purpose.

If the local parties have an agreed-upon process for reviewing newly created positions that provides for an expedited and timely resolution to the issue, that local process should prevail or they may mutually agree to use the process below.

**Process.** When the Employer creates a new position or restructures, including replacement of a union position with a non-union position with duties similar to those of employees in a Labor Management Partnership bargaining unit, the Employer, including Shared Services/National Functions, will notify the appropriate unions in each region at least five working days before posting.

## SECTION 1

The Employer and the union will meet to review the position jointly within five working days of notification.

The Employer and the union will present their reasons and recommendations concerning the bargaining unit status of the position. The parties will jointly discuss the position, the reasons for the Employer's determination, and attempt to reach agreement on the status of the new or revised job.

If the Employer and the union agree that the job is a bargaining unit position, it will be evaluated and posted under the contractual process for bargaining unit positions. When a position is determined to be a bargaining unit position, any identical positions which subsequently become available in the region will be posted as bargaining unit positions.

If the parties agree that the job is not a bargaining unit position, it will be evaluated and posted under the applicable regional process for such positions.

If the parties are unable to agree whether the job is a bargaining unit position, then the matter may be submitted as a dispute to an expedited Issue Resolution process. The parties will appoint a standing panel with the responsibility of expeditiously reviewing the facts with each party's perspectives and issuing a timely determination. Optimally, the standing panel would include several neutral parties with an inherent understanding of the complex issues involved in such determinations, and sufficient flexibility in their schedules to expeditiously hear pending issues. The panel will

be accountable to the LMP Executive Committee, who will ultimately determine the composition of the panel and who may elect to appoint one or more Strategy Group members, or their designees, to the standing panel. The panel will be appointed by January 1, 2006.

The expedited process may be initiated by notification to the OLMP. The OLMP will notify the members and convene the panel. The panel will be available for a meeting, in person or by teleconference, within two weeks of notification, with the purpose of reaching a decision in the matter. If a decision cannot be made in the initial meeting, another meeting will be scheduled as soon as possible. If the decision has not been made within the two-week period following the notification to the OLMP, the position may be posted and the posting will clearly indicate:

- » the position is under review;
- » whether or not the position is a union or non-union position is undetermined at this time; and
- » if it is determined that the position is appropriately within the bargaining unit, the incumbent will be required to be part of the bargaining unit.

If it is ultimately determined that the position is a bargaining unit position, and a job offer has not been made to a candidate before that determination, the position will be re-posted as a bargaining unit position.

The Labor Relations Subcommittee of the Strategy Group will review activity and provide reports to the LMP Executive Committee as necessary.

## 6. NEW EMPLOYEE ORIENTATION

In the interest of promoting the Labor Management Partnership, the Employer shall provide Coalition Unions 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 Coalition of Kaiser Permanente Unions and the Employer. The Union portion of NEO meetings shall be a minimum of one hour, with mandatory attendance by new employees. Employees changing from non-represented to represented may be invited to attend NEO meetings. The Employer shall provide Coalition Unions the date and times of NEO meetings at least one week in advance, and shall provide the names of new bargaining unit employees attending NEO sessions at least two days in advance of the meeting. The Employer agrees to provide a positive image of the Union and Union representation and shall remain neutral with regard to Union membership. The Coalition Unions agree to present a positive image of the Employer.

## L. PROBLEM-SOLVING PROCESSES

This Agreement contains two different problem-solving processes, each with a different purpose. The first is the Issue Resolution process. Issue Resolution is used in conjunction with Corrective Action, and to problem solve any department issue in an interest-based, rather than in a more traditional, adversarial manner. For most practical

purposes, this is the problem-solving process that will be used most by the parties on a local level. Issues involving Coalition members should be resolved with Coalition representatives. Supervisors and stewards will be trained in the problem-solving skills/issue resolution process, including existing modules for root cause analysis and problem-solving skills (including review and adjustment of forms, as needed). The second problem-solving process is designed to problem solve only disputes or differences of interpretation of Sections 1., 2. and 3. That dispute process is found at Section 3.C.

## 1. ISSUE RESOLUTION AND CORRECTIVE ACTION PROCEDURES

An effective procedure for resolving issues is fundamental to the long-term success of the Labor Management Partnership. Solving workplace concerns quickly and by those most directly involved is essential to reducing conflicts, grievances and patient/member complaints. It will also contribute to better relations and a more constructive work environment. Issue Resolution and Corrective Action work in tandem to achieve these outcomes. To that end, the procedure has two components:

- » a system for raising and quickly resolving workplace issues using interest-based problem solving by those directly involved with the issue; and
- » a method of resolving performance and behavior issues in a non-punitive fashion in which employee, supervisor

## SECTION 1

and union representatives work together to identify the problem and craft the solution.

### **a. Issue Resolution and Corrective Action**

**Summary of Issue Resolution.** Issues are raised at the work-unit level and the stakeholders within the work unit will meet to attempt to resolve the concern. Issues unresolved at the work-unit level are reviewed by the local Partnership team. If the concern remains unresolved, the issue may be referred to the senior union and management regional strategy group, council or equivalent for resolution. Issue resolution is an alternative to, but does not replace, the grievance procedure.

#### **Summary of Corrective Action.**

Corrective action is designed to be a non-punitive process. It is divided into two phases. The first phase, problem solving, follows a joint discovery process. Problem solving consists of levels one and two, which are neither adversarial nor disciplinary in nature. The goal of this phase is to determine the root cause of the problem by identifying all of the issues affecting performance and to collaboratively develop options to resolve them. The first phase is informal, with no documentation in the personnel file.

The second phase, containing levels three through five, constitutes discipline. While there is no punishment, such as suspension without pay, the consequences of failure to resolve the issues may ultimately result in termination of employment. An employee who disputes

any action at any level under this procedure shall have the right to file a grievance.

An Issue Resolution/Corrective Action User's Guide is available through the OLMP to provide a thorough orientation on successful utilization of the procedures for all covered employees.

## **M. TERM OF THE PARTNERSHIP**

In recognition that the substance, as well as the spirit and intent, of this Agreement is largely dependent upon the existence of the Labor Management Partnership, the labor and management signatories commit to continue participation in and support of the Partnership throughout the term of this Agreement.

The Labor Management Partnership Agreement, inclusive of clarifying addenda of Employment and Income Security and Recognition and Campaign Rules, provides for a 60-day notification period for either of the parties to disengage from the Partnership relationship; however, the review process in Section 3.C. of this Agreement substitutes for that notification an alternative process of reviewing and resolving issues that could otherwise individually or collectively result in the dissolution of this Partnership.

Notwithstanding the parties' commitment to this ongoing relationship, there may be instances where either side may engage in such egregious non-partnering behavior that the corresponding partner takes unilateral action and may also

withdraw some or all of the Partnership privileges extended to the other party. Such behavior, unilateral action or withdrawal of privileges should likewise be submitted to the review process for determination and resolution.

As the Partnership matures, the parties recognize that, on occasion, either party may engage in behavior that conflicts with Partnership principles and elicits corresponding behavior from the other party. It is expected that this review

process will also be instrumental in providing guidance to the parties for those occurrences.

Although the commitment to use the review process as the alternative to serving a 60-day notice of termination of the Partnership agreement runs concurrently with the National Agreement, the Labor Management Partnership Agreement continues in effect and does not terminate with the expiration of this Agreement.







## SECTION 2

# WAGES AND BENEFITS

Wages, performance-sharing opportunities and benefits as identified in this Section 2 are considered to be ongoing obligations and will terminate at the extended expiration of local agreements, rather than at the expiration of this Agreement.

### A. COMPENSATION

To promote Partnership principles and support the guiding principle that Kaiser Permanente will be the employer of choice in the health care industry, Partnership employees should receive excellent wages. The parties recognize, however, that wages alone will not support an “employer of choice” strategy. In addition to wages, the parties are committed to investing

in benefits, workforce engagement, training and development opportunities, and leadership development as critical elements in pursuing this goal.

In valuing and rewarding employees for length of service with Kaiser Permanente, the parties agree that wages should be tenure based. In addition to length of service, the parties agree to consider these factors in developing and adjusting compensation levels: labor market conditions, changes in cost of living, internal alignment, recognition of the value of the Labor Management Partnership and ability to recruit new employees.

Compensation changes agreed to under the terms of this Agreement include three components:

- » annual across-the-board (ATB) wage increases;
- » special adjustments; and
- » potential for performance-sharing bonuses in each year of the contract.

1. GUARANTEED ACROSS-THE-BOARD WAGE INCREASES (ATBS)

ATBs will be effective on the first day of the pay period after October 1 in each year of the agreement.

ATB (ACROSS-THE-BOARD) WAGE INCREASES				
Region	2023	2024	2025	2026
All Markets	6%	5%	5%	5%

2. MINIMUM RATE

Effective the first pay period following June 1 of each year identified in the table below, all employees covered by this Agreement will be paid at least the minimum rate for that year in their respective market. The minimum rate for each market will be as follows:

MINIMUM RATE			
Region	6-1-24	6-1-25	6-1-26
Northern and Southern California	\$23.00	\$24.00	\$25.00
Regions Outside of California	\$21.00	\$22.00	\$23.00

Any job whose step 1 wage rate is lower than the minimum rate as of the minimum rate effective date will be increased to

the minimum rate. All other steps in the wage scale will be increased by the same percentage used to increase step 1 to the minimum. For example, if step 1 rate is 2% below the minimum rate, all steps in that wage scale will be increased by 2%. For the term of this agreement, these adjusted wage scales will continue to move with annual ATBs and will be reviewed for each subsequent year's minimum rate.

3. PERFORMANCE SHARING

Performance sharing is intended to recognize that, through the Labor Management Partnership, employees and their unions have a greater opportunity to impact organizational performance, and employees, therefore, should have a greater opportunity to share in performance gains. The Labor Management Partnership Performance Sharing Plan (PSP) is an annual bonus plan that pays out above and beyond employee base wages as described below. The parties support the PSP as a way to continue the transformation of the organization, through Partnership, to a high-performing organization and to share the success of the organization with employees covered by this Agreement. The PSP is designed to focus on critical areas of performance where Coalition members have the greatest impact on Kaiser Permanente Quality, Service and Affordability goals.

Key objectives of the PSP are:

- » Enterprise-wide focused goals
- » Common goal categories
- » Aligned payout approach



## SECTION 2

- » Simplicity
- » Minimum payout opportunity if regional operating margin threshold is not met
- » Incorporation of "line of sight" into goal establishment.

### a. PSP Plan Year

The PSP operates annually on a calendar year. Bonus payments are payable in the first quarter of the year following the PSP year.

### b. Eligibility for Participation in the PSP

All regular and temporary employees represented by Coalition unions may participate in PSP, including those who are full time, part time, short hour, casual, on call, and per diem. Employees with 1,800 or more hours in the PSP year will be deemed full-time for purposes of the PSP payout. Employees with compensated hours less than 1,800 hours shall receive a bonus pro-rated for compensated hours.

Employees will receive payment on the performance results associated with the employee's position on December 31.

Payouts will be made in the form of a lump-sum bonus proportional to the compensated hours of each employee; however, employees with 1,800 compensated hours or more in the program year shall be considered full-time employees for the purposes of

the PSP and have their hours capped at 1,800 hours. Bonuses are pro-rated for employees with less than 1,800 compensated hours.<sup>1</sup>

*For example, if the PSP payout for a full-time employee with 1800 compensated hours is \$1,000, then:*

- » *An employee with 1,500 compensated hours would receive \$833.33  
( $\$1,000 * 1,500/1,800$ )*
- » *An employee with 800 compensated hours would receive \$444.44  
( $\$1,000 * 800/1,800$ )*

The minimum PSP amount eligible for payout is \$25. If the calculated payment is less than \$25, the employee will not receive a payment.

Employees must be in job classifications covered by this Agreement during the program year and be active on December 31 in a Coalition union represented job classification to receive a payment under the PSP for that year; however, employees who retire during the program year shall receive a pro-rated payment based upon compensated hours attained during the program year in a job classification covered under the Partnership. Employees who transfer to another Kaiser Permanente job classification not covered under this Agreement will have their hours and/or earnings while in the Coalition job classification counted in the other plan. This includes transfers to another Kaiser Permanente region.

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<sup>1</sup> Compensated hours include regular, overtime, and standby hours, and all forms of paid time off such as vacation and sick pay, holiday pay, jury duty, and education leave.

The PSP supersedes and replaces any and all bonus plans in local collective bargaining agreements except for the following Plans: NCAL Optometrist Plan — MPS; NCAL Optometrist Plan — LVC; SCAL Vision Essentials Plan; KPIT Desktop Support PSP Plan — CA; and SCAL California Service Center Incentive Plan (CSC); (the “Excepted Plans”). Bargaining unit members covered by the Excepted Plans will not participate in the PSP. Instead, they will receive their bonus, if any, under their respective Excepted Plan in lieu of the PSP plan.

During the course of this agreement, the unions whose bargaining units participate in the Excepted Plans can make a one-time election at the beginning of the Plan year, no later than February 1<sup>st</sup>, to move to this PSP plan and their Excepted Plan will be sunset. The election will be made by submitting the decision to Regional Labor Relations. If at any time an Excepted Plan is terminated, the effected group will revert to the PSP.

### **c. Setting of Operating Margin Financial Thresholds and Goals**

The unadjusted operating margin threshold, set unilaterally by Kaiser Permanente generally for business purposes for each Market (“Market Operating Margin”) shall serve as a financial threshold for the PSP payments as described below. The Coalition and its member unions waive the right to challenge the setting of Market Operating Margin by Kaiser Permanente.

The parties have Market Operating Margin and a set of four (4) goals and metrics for each of the KP Markets for the duration of the contract. There will be national review of goals on an annual basis, and parties have until February 1st to review and mutually agree on changes to the current year goal metrics in the case of significant organizational changes, cases of national health care emergencies and/or data are not available to measure achievement on any of the goals. Each goal will either be achieved or not based on a single metric. There will be no “threshold” or “stretch” goal payouts.

“Health Plan/Hospitals Operating Margin” shall mean the consolidated operating margin rollup for Health Plan/Hospitals, set unilaterally by Kaiser Permanente generally for business purposes, adjusted to eliminate unbudgeted expenses, if any, attributed to merger and acquisition activity. In the event of catastrophic circumstances that prevent the payout of any and all plans, a negative Health Plan/Hospitals Operating Margin of -2% shall serve as a floor to fund PSP and pay out. In this instance the PSP will pay out at 50% of the minimum threshold which is \$600.00. The Coalition and its member unions waive the right to challenge the setting of Health Plan/Hospitals Operating Margin by Kaiser Permanente. Relevant financial information produced under this Agreement will be subject to an appropriate nondisclosure agreement.

## SECTION 2

“Enhanced Operating Margin Threshold” shall mean the achievement of all three of the following conditions:

1. Health Plan/Hospitals Operating Margin of 2.5% is achieved;
2. Market exceeds Market Operating Margin threshold by 0.75% or more; and
3. Where Market Operating Margin threshold is negative, Market achieves a deficit of less than 50% of the threshold.

### **d. Terms and Conditions of PSP Payout**

Subject to the conditions below, PSP will pay out for full-time employees, as described below.

PSP will pay out with a maximum payment opportunity of \$3,750 as follows, provided the Health Plan/Hospitals’ Operating Margin floor is met:

- » If the Market’s Operating Margin threshold is not met but the Health Plan/Hospitals’ Operating Margin Floor is met, the PSP will pay out up to \$1,200 based on achievement of the four goals.
- » If the Market’s Operating Margin Threshold is met, the PSP will pay out as set forth below up to \$2,800 based on achievement of the four goals. If the Enhanced Operating Margin Threshold and the four goals are all met, the PSP will pay out at a maximum of \$3,750.



WAGES AND BENEFITS

		PAYMENTS		
GOALS		Market Operating Margin Threshold Not Met	Market Operating Margin Threshold Met	Enhanced Operating Margin Threshold
Quality				\$950 All conditions must be met: See Enhanced Operating Margin Threshold Definition
Controlling High Blood Pressure	Achieve 2% improvement year over year. For markets who are at or above the 90th percentile, maintain performance.	\$300	\$700	
Member Flu Vaccination Rate	Achieve 1.5% improvement year over year.	\$300	\$700	
Service A & B				
HCAHPS: Likelihood to Recommend*	Achieve 1 % improvement year over year. For markets who are at or above the 90th percentile, maintain performance.	\$300	\$700	
CAHPS Meteor Care Experience	Achieve 2% improvement year over year. For markets who are at or above the 90th percentile, maintain performance.			
Attendance				
Regional Attendance	Achieve 2% improvement year over year.	\$300	\$700	
Maximum:		\$1,200	\$2,800	\$3,750
* For Hospital Regions (NCal, SCal, NW, HI) the Service goal is equally split between HCAHPS and CAHPS. For non-Hospital Regions (MAS, CO, KPWA) only the CAHPS Meteor Care Experience goal applies.				

e. Additional Terms and Conditions

f. PSP Goals

The PSP will be effective for plan year 2024 (payable in 2025 per plan eligibility) and shall continue in effect year to year thereafter. While not a specified goal, management commits to make their best effort to improve on granting vacation and PTO requested and acting on requests in a timely manner.

The goal grids are showing year over year performance improvement for 2024 through 2027. If a market is at the national benchmark, or higher, then the goal is to remain at the national benchmark or higher. Falling below the national benchmark or prior year's performance will result in the goal not being met.

## PSP Goals

### Controlling High Blood Pressure

**Description:** The percentage of members 18-85 years of age who had a diagnosis of hypertension and whose BP was adequately controlled (<140/90) during the measurement year. All lines of business. Measures the performance within a market of the four largest racial/ethnic populations on the Healthcare effectiveness Data and Information Set (HEDIS) Controlling High Blood Pressure measure for adults aged 18-85.

**Performance Period:** 12 months ending September 30

**2023 Benchmark:** 90th percentile at 77.7%, 2024 percentiles available in December 2023.

**Goal Improvement:** 2%

		GOALS			
Region	2023 Baseline	2024	2025	2026	2027
Colorado	77.13%	77.70%	77.70%	77.70%	77.70%
Hawaii	69.40%	71.40%	73.40%	75.40%	77.40%
Mid-Atlantic States	79.73%	79.73%	79.73%	79.73%	79.73%
Northern California	74.78%	76.78%	77.70%	77.70%	77.70%
Northwest	66.25%	68.25%	70.25%	72.25%	74.25%
Southern California	80.18%	80.18%	80.18%	80.18%	80.18%
Washington	63.68%	65.68%	67.68%	69.68%	71.68%
Data Source: HEDIS					

## PSP Goals

### Flu Vaccination Rate

#### Description:

<b>Daily Count of Flu Vaccine Administrations (Numerator)</b>	<ul style="list-style-type: none"> <li>» Member exists in the denominator</li> <li>» Member has at least one records of the following in the August to December time periods</li> <li>1. KP Internal vaccines documented in KPHC as administered (sourced via Clarity)</li> <li>2. Network vaccines documented in either <ul style="list-style-type: none"> <li>a. Pharmacy claims from network pharmacies (sourced from PBM data)</li> <li>b. Medical Claims (sourced from Claims Data Warehouse)</li> </ul> </li> <li>3. Patient reported vaccines documented manually in KPHC or via an external interface into KPHC (sourced via Clarity)</li> <li>4. Care Everywhere data documented in KPHC (sourced via Clarity)</li> </ul>
<b>Active Membership Count (Denominator)</b>	<ul style="list-style-type: none"> <li>» Continuous membership through the influenza vaccine season (August to December)</li> <li>» Age &gt; 6 months</li> <li>» Membership sourced through Membership Data Warehouse (MDW)</li> <li>» Exclusion: <ul style="list-style-type: none"> <li>› History of anaphylaxis reaction to flu vaccines</li> <li>› History of Guillain Barre Syndrome</li> <li>› KPWA EDS members</li> </ul> </li> </ul>

**Performance Period:** August to December

**Goal Improvement:** 1.5%

PSP Goals

Flu Vaccination Rate (continued)

		GOALS			
Region	2023 Baseline	2024	2025	2026	2027
Colorado	43.20%	44.70%	46.20%	47.70%	49.20%
Hawaii	27.60%	29.10%	30.60%	32.10%	33.60%
Mid-Atlantic States	37.50%	39.00%	40.50%	42.00%	43.50%
Northern California	36.70%	38.20%	39.70%	41.20%	42.70%
Northwest	35.70%	37.20%	38.70%	40.20%	41.70%
Southern California	37.50%	39.00%	40.50%	42.00%	43.50%
Washington	43.10%	44.60%	46.10%	47.60%	49.10%
Data Source: Pharmacy Dashboard					



PSP Goals

### HCAHPS

**Description:** Top box performance for the question “Would you recommend this hospital to your friends and family?”

**Performance Period:** Q4 – Q3

**Benchmark:** 90th percentile at 96.0%

**Goal Improvement:** 1%

Region	2023 Baseline	GOALS			
		2024	2025	2026	2027
Hawaii	77.40%	78.40%	79.40%	80.40%	81.40%
Northern California	71.10%	72.10%	73.10%	74.10%	75.10%
Northwest	74.10%	75.10%	76.10%	77.10%	78.10%
Southern California	75.40%	76.40%	77.40%	78.40%	79.40%
Data Source: KFH HCAHPS survey data, National Care Experience Analytics					





## PSP Goals

### CAHPS Meteor

**Description:** The Customer Service composite is an average of the two Customer Service items around “being treated with courtesy and respect” and “provided the help and information needed”. The score represents the percent of members who answered “Usually or Always” to these questions.

**Performance Period:** Annual (2Q + 4Q) scores.

**Benchmark:** 90th percentile at 96.0%

**Goal Improvement:** 2%

		GOALS			
Region	2023 Baseline	2024	2025	2026	2027
Colorado	84%	86%	88%	90%	92%
Hawaii	85%	87%	89%	91%	93%
Mid-Atlantic States	89%	91%	93%	95%	96%
Northern California	85%	87%	89%	91%	93%
Northwest	85%	87%	89%	91%	93%
Southern California	86%	88%	90%	92%	94%
Washington	81%	83%	85%	87%	89%
Data Source: Spring Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey, as well as the Fall METEOR survey, which replicates the Spring CAHPS but is sent out in the Fall.					

PSP Goals

Attendance

**Description:** The attendance improvement metric includes all absences except vacation, ETO/PTO, holiday, legally protected leaves, unprotected educational leave, unprotected military leave, flexible personal days/life balance days and unprotected union leave.

**Performance Period:** Pay periods 1 through 26

**Goal Improvement:** Achieve 2% improvement year over year.

Region	2023 Baseline	GOALS			
		2024	2025	2026	2027
Colorado	11.08	10.86	10.64	10.43	10.22
Hawaii	6.35	6.22	6.10	5.98	5.86
Mid-Atlantic States	11.81	11.57	11.34	11.12	10.89
Northern California	20.98	20.56	20.15	19.75	19.35
Northwest	12.80	12.54	12.29	12.05	11.81
Southern California	21.85	21.41	20.98	20.57	20.15
Washington	11.95	11.71	11.48	11.25	11.02

For plan year 2023 payable in 2024, the operating margin goal will not act as a gate. Therefore, payouts will be based upon other goal achievement even if the margin goal is not met.

Regardless of goal achievement, all Coalition members with at least 1,800 compensated hours will receive, at minimum, a PSP payout of no less than \$1,500 for 2023; and employees with less than 1,800 compensated hours shall receive a bonus pro-rated for compensated hours.

## B. HEALTH AND WELFARE BENEFITS

### 1. MEDICAL BENEFITS

#### a. Eligibility

- » All employees who are regularly scheduled to work 20 or more hours per week are eligible for medical benefit coverage.
- » Medical benefit coverage is effective the first day of the month following eligibility (e.g., date of hire, benefit eligible status, etc.). Initial coverage under flexible benefit plans is temporary, basic medical coverage. The selected medical coverage and other benefits in the flexible benefit plan will be effective the first day of the month following three months of benefit-eligible service.

#### b. Basic Comprehensive Plan

Kaiser Foundation Health Plan, Inc. (KFHP) has established a national account to enable the Employers to act as a national purchaser of health care benefits. The parties agree that discussions concerning any changes in benefits or benefit coverage contemplated by KFHP, Inc. should be joint and should be initiated no less than six months prior to the effective date of any proposed changes, and that such discussions should be concluded no less than three months prior to the effective date.

The parties agree that eligible employees covered by this Agreement shall be covered by the basic plan. The basic plan shall be based on a “Kaiser Foundation Health Plan Traditional HMO

Plan.” While the parties understand that some variation in benefits may be necessary, the intent is to achieve national uniformity where possible. The basic plan shall include outpatient and hospital and other services in addition to the following features:

- » dispensed prescription drugs for up to 100 days/three months for maintenance medications, barring state statutory or other legal or technical barriers;
- » 100 percent allocation for Colorado mid-level option of the flexible benefits plan;
- » dependents (spouse, domestic partner, children up to 26, special dependents); and
- » durable medical equipment (DME).

On or after January 1, 2006, the plan covering employees in the Northern California region will include a \$5 office visit co-pay.

Effective January 1, 2017, emergency room visit co-pays for active employee medical plans will be as follows:

- » California and Northwest: \$50
- » Hawaii, Mid-Atlantic States and Colorado: \$100

It is understood that if a member is admitted as a result of an emergency room visit, the emergency room co-pay will be waived.

This provision will supersede any contrary local collective bargaining agreements.

Flexible benefit programs in local labor agreements, amended to reflect the features above, will remain

unless another plan is implemented by mutual agreement.

Through December 31, 2020, the existing medical plan structure remains in effect. Effective January 1, 2021, the parties agree that the prescription drug provisions for all active medical plans remain in effect except:

- » All discretionary retail pharmacy co-pays less than \$10 will increase to \$10. There will be no increase to co-pays for mail order prescriptions. There will be no increase to co-pays for first-time prescriptions. There will be no increase to co-pays for in-person prescriptions for drugs not available via mail order.
- » There will be no decrease in the amount of days the prescription is for.
- » All mail order co-pays shall remain the same, and in no event will be more than \$5.
- » ACA-mandated medication remains at no charge.

Discretionary retail prescription does not apply to in-person co-pays for first-time prescriptions or in-person prescriptions where the employee is otherwise unable to access the prescription through mail order.

This section will supersede any contrary language in local collective bargaining agreements.

### **c. Parent Coverage**

Parents and parents-in-law of eligible employees residing in the same service area will be able to purchase health plan coverage, in accordance with the Letter

of Agreement between the parties made effective May 1, 2002, and modified by a subsequent agreement between the parties dated May 22, 2003 (attached as Exhibit 2.B.1.c.).

### **d. Health Care Spending Account**

A Health Care Spending Account (HCSA) option will be provided to employees eligible for benefits. This account is a voluntary plan that allows the employee to set aside pre-tax dollars to pay for eligible health care expenses. The maximum HCSA annual contribution for 2015 is \$2,500. For all other years, the maximum contribution level shall be the IRS maximum limit in effect as of March 31 of the year preceding the applicable year. Effective for the 2017 plan year, unused amounts up to \$500 will be rolled over to the next year. HCSAs may be used to pay for certain expenses for the employee and eligible family members as permitted under the Internal Revenue Code.

### **e. Healthcare Reimbursement Account**

Effective January 1, 2010, the parties agreed to establish a Healthcare Reimbursement Account (HRA) for bargaining unit employees covered by the National Agreement. The details of the HRA benefits are contained in Section 1.C.3.c. of this Agreement. For further information or clarification, please refer to the HRA plan document.

Education of workforce on HRA benefit: Within 60 days of settlement, a full education and communication plan should

## SECTION 2

be implemented. Part of the work of the National Attendance Committee is to determine the method for gathering data as to the impact of the HRA on absenteeism.

### **f. Preferred Provider Option (PPO)/ Point of Service (POS) Plans**

The parties agree that PPO plans and POS plans remain available in all regions to the applicable bargaining units through December 31, 2016 except as follows:

- » These plans will be closed to all new entrants in all regions effective January 1, 2016.
- » For all regions except Mid-Atlantic, all Preferred Provider Option plans and Point of Service plans will be discontinued as of January 1, 2017.
- » For Mid-Atlantic, a joint labor management committee will be created to develop consensus recommendations to either align the cost of the Preferred Provider Option/ Point of Service plans with the KFH/ HMO plan offered to employees or consider other options, including shifting to KFH/HMO plan.

## **2. RETIREMENT BENEFITS**

### **a. Defined-Contribution Plan**

The Employer will establish the following Employer contribution programs in the existing salary deferral plans:

- » Beginning in 2006 and continuing throughout the term of the Agreement, a performance-based contribution of 1 percent of each represented employee's annual payroll earnings will be made if the region's performance

equals or exceeds the budgeted margin plus 0.25. For example, if budgeted margin is 2 percent, actual margin of 2.25 percent is required for payment of the performance-based contribution, and if budgeted margin is 4 percent, actual margin of 4.25 percent is required for payment.

- » Beginning in 2008, and continuing throughout the term of this Agreement, a match program will be established in addition to the performance-based opportunity described above. This program matches 100 percent of the employee's contribution, up to 1.25 percent of the employee's salary.
- » Beginning January 1, 2017, the Employer will establish a voluntary employee after-tax Roth contribution option and a Roth in-plan conversion option as plan features of the 401(k)/403(b) TSA.

New hires will be automatically enrolled in the 401(k)/403(b) TSA at 2 percent of eligible pay with an opt-out provision available. All employees with one or more years of employment will be eligible for the Employer contribution programs described above. The Employer contributions will be vested in increments of 20 percent per year of employment, with participants becoming fully vested after they have completed five years of employment.

Employees covered by defined-contribution plans established under local collective bargaining agreements will receive the higher of the benefit provided under the local agreement, or the benefit provided under this plan.

After the first year of the match program, the parties agree to meet and review factors and participation trends under the match program in order to determine if any adjustments in enrollment practices or the Employer contribution rate are appropriate.

The Employer shall optimize its 1.25 percent match, to ensure that so long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes 2 percent of his or her annual eligible pay from KP into the DC plan throughout the course of the year, the Employer will match 1.25 percent into the plan. The Employer will reconcile the year-end match for the applicable DC plan year for each affected employee no later than the deadline to make contributions to a DC plan as set forth in applicable tax guidance.

In 2009 and 2010, the Ohio and Mid-Atlantic States regions will each make a supplemental annual contribution (Contribution) to their respective defined-contribution plans if the region achieved its three-year cumulative budgeted margin for the 2006, 2007 and 2008 calendar years. The total amount of each Contribution will be equal to the additional annual pension expense the region would have incurred in that year had the region increased its defined-benefit plan multiplier to 1.45 at the beginning of that plan year. The assumptions used to calculate this value will be those in effect for the calculation of pension expense in the year in which the Contribution is to be made. No amounts will be contributed under this provision for any year in which the region has actually

applied a 1.45 multiplier under its defined-benefit plan. No past service credit will be included in determining Employer Contribution amounts. The design of the participant allocation of the Contribution will be determined prior to the date of the first Contribution, by agreement between the Coalition and management.

**Washington Region Benefits.** In lieu of the defined-contribution benefits above, effective January 1, 2021, the following provisions shall be the only defined-contribution benefits provided for the Washington Region:

» **Employer Defined Contribution.**

All newly hired or existing defined-contribution plan eligible employees in the Washington region shall transition to and participate in the Employer Defined Contribution (EDC) benefit. An eligible employee automatically participates upon the first day of employment in an eligible status and will receive an Employer contribution of 6.3 percent of EDC eligible pay. All EDC contributions will be immediately vested.

» **Employer Match.** For all newly hired employees or existing eligible employees, the employer shall make contributions to match 100 percent of an employee's contribution, up to 2.7 percent of the employee's eligible pay. An employee must contribute 3 percent of eligible pay to receive the full 2.7 percent match. The matching contributions will be optimized consistent with the terms above. All matching contributions will be immediately vested.

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- » This provision will supersede any contrary local collective bargaining agreements.

### **b. Defined-Benefit Retirement Plan**

Employees represented by Coalition unions are covered by the defined-benefit retirement plans listed in Exhibit 2.B.2.b. The benefits will be governed by the plan documents in effect for each plan, as well as the Letter of Agreement between the parties regarding pension multipliers made effective January 7, 2002, and modified by a subsequent agreement between the parties dated May 22, 2003, as well as the Letter of Agreement regarding early reduction factors made effective August 19, 2002 (all attached as Exhibit 2.B.2.b.). Those bargaining units with higher multipliers currently provided under local collective bargaining agreements will maintain the higher multipliers in accordance with those agreements.

The parties remain committed to working on a joint vision and consistent strategy for retirement programs. To that end, a joint committee will be established to review the pension benefits provided in Section 2.B.2.b., and reflected in Exhibit 2.B.2.b. The purpose of the review will be to explore retirement income programs for the purposes of recruiting and retaining employees, controlling costs and liabilities, and ensuring meaningful and predictable income to KP retirees. The joint committee will provide annual reports on its progress, and will make consensus pension

recommendations at the next round of national bargaining.

### **c. Pension Protection Act (PPA) Compliance**

The parties agree to continue the methodology for calculating lump sums by using the Pension Protection Act-required corporate bond rates and mortality tables.

In addition, effective January 1, 2010, the parties agree to a new 100 percent joint and survivor (J & S) annuity with a 15-year certain period, and a pop-up feature wherein upon the death of the joint annuitant prior to the death of the retiree, the retiree's monthly benefit will revert from the 100 percent J & S to the life-only benefit. In the event both the retiree and the joint annuitant die within the 15-year certain period and the retiree was receiving the pop-up benefit, the life-only benefit will revert to the prior 100 percent joint and survivor monthly benefit for the remainder of the certain period.

### **d. Continuation of Certain Retirement Programs**

During the 2000–2005 term of the National Agreement, a number of unrepresented employee groups chose to become represented and form new bargaining units. At that time, the Coalition and Kaiser Permanente agreed that where a new bargaining unit was formed of employees who were participants in the Kaiser Permanente Salaried Retirement Plans A and B, or Permanente Medical Group Plans 1 and 2, those benefit formulas would be temporarily maintained,

despite the employees' transition into a new bargaining unit, in order to explore the possibility of developing a joint, consistent recommendation on how to handle retirement benefits in these circumstances. The parties agree that the bargaining units that retained these benefits under that side letter will continue to keep those benefits for the duration of this Agreement, unless the parties mutually agree to convert them to another plan.

The parties remain committed to working on a joint vision and strategy for retirement programs. To that end, the joint Labor Relations Subcommittee of the Strategy Group will be commissioned to explore the feasibility of a joint vision. Within that, the Labor Relations Subgroup will submit to the LMP Executive Committee a recommendation on how to handle future employee groups who choose to become newly represented groups, and how to handle non-union employees who are accreted into existing bargaining units.

#### **e. Investment Committee Representative**

A representative of the Coalition will be designated to serve on the Investment Committee of the Kaiser Permanente pension plans.

#### **f. Pre-Retirement Survivor Benefits**

Under the pension plans, a pre-retirement survivor benefit is payable to the spouse of a deceased employee. The survivor benefit has been expanded to include domestic partners and/or qualified dependents of employees.

**Domestic Partner Benefits Under the Pension Plan.** Under the pension plans, a survivor benefit will be payable to an employee's designated domestic partner upon the employee's death, provided that an affidavit certifying the partnership has been completed by the domestic partner and employee. This is not applicable to Taft-Hartley plans.

**Non-Spouse Survivor Qualified Dependent.** Under the pension plans, survivor benefits will be payable to a qualified dependent. A qualified dependent is one or more individuals who, at the time of the employee's death, meet the definition for a dependent as defined by the Plan. The amount of the monthly benefit will be based on the employee's accrued benefit as of the date of death and will be determined as if the employee had retired on the day before death, and had elected the guaranteed years of payment method for 120 months with the qualified dependent as beneficiary.

If a spouse or domestic partner and a qualified dependent survive the employee, the spouse or domestic partner will receive the survivor benefit. If the employee is survived by a spouse or domestic partner and a qualified dependent and the employee's surviving spouse or domestic partner dies before the tenth anniversary of the employee's death, the qualified dependent will receive a monthly benefit effective the month following spouse or domestic partner's death and ending on the tenth anniversary of the employee's death.



### g. Retiree Medical Benefits

Retiree medical coverage, and eligibility for the retiree and the retiree's dependents, will be based on the retiree's last employment position, employment status, employee group and region. Eligibility for retiree medical coverage generally requires that an employee have at least 15 Years of Service, and be at least age 55, as of the employee's retirement, with exceptions listed in Exhibit 2.B.2.g. Dependent eligibility requirements also are listed in Exhibit 2.B.2.g.

For employees who retire before January 1, 2017, with eligibility for retiree medical benefits, the existing retiree medical plans, including Employer contribution rates or retiree cost share, shall remain the same. Retiree medical benefits, including co-payments and out-of-pocket maximums, for retirees in a Kaiser Permanente service area shall be the same as the active medical benefits and cost-sharing features at the time the retiree initially enrolls in the Kaiser Permanente retiree medical plan.

For eligible retirees who move from one Kaiser Permanente service area to another Kaiser Permanente service area, a KFHP plan will be offered with a \$5 office visit co-pay and a \$5 prescription drug co-pay. This plan will be integrated with Medicare, when applicable.

For eligible retirees who move outside of any Kaiser Permanente service area, an out-of-area plan will be offered and will provide comprehensive inpatient

and prescription drug coverage. This plan requires Medicare enrollment when applicable.

Retiree medical benefits for employees who retire on or after January 1, 2017, shall be subject to the following changes. These changes will apply to all eligible post-2016 retirees and their eligible dependents, except previously grandfathered employees with special retiree medical coverage who meet the eligibility criteria listed in the applicable local agreement:

1. The Medical Premium Subsidy/HRA plan will be effective as of January 1, 2017, for employees who retire on or after January 1, 2017, from positions in the Northwest, Colorado, Hawaii, Mid-Atlantic States or Hawaii or Mid-Atlantic States. The Medical Premium Subsidy/HRA plan for employees who retire on or after January 1, 2017, from California regions is described in #5 below.
2. The out-of-area plan no longer will be offered to post-2016 retirees when that region's post-2016 retirees are converted to the Medical Premium Subsidy/HRA plan.
3. The **Medical Premium Subsidy/HRA plan** shall be as follows:

**Medical Premium Subsidy/HRA Retiree Medical Program** for Eligible Post-2016 Retirees:

*Retiree Medical Program "Medical Premium Subsidy" for Eligible Post-2016 Retirees*

At age sixty-five (65) or older, or Medicare eligibility if earlier, an eligible retiree shall receive a Medical Premium Subsidy toward the monthly premium of the Kaiser Permanente Senior Advantage plan (“KPSA plan”) where the retiree resides, or as further described in the “Medical Premium Subsidy” rules below.

These Kaiser Permanente Senior Advantage plans (KPSA) are offered to individuals in the communities we serve, and have the same premiums, deductibles, co-payments and out-of-pocket maximums as the commercially available basic Senior Advantage Medicare plans in the covered location.

The Medical Premium Subsidy as of January 1, 2023, for a KPSA plan shall be the following for an eligible retiree who retired from a position in the applicable region:

- › \$222.10 per month for a Northern California retiree;
- › \$126.57 per month for a Southern California retiree;
- › \$95.52 per month for a Colorado retiree;
- › \$39.40 per month for a Northwest retiree;
- › \$39.40 per month for a Hawaii retiree; and
- › \$39.40 per month for a Mid-Atlantic retiree.

The Medical Premium Subsidy for each region shall increase by 3 percent (3%) on January 1 of 2024, and on January 1 of each subsequent year.

For the Washington Region, eligible retirees who retire from the Washington Region on or after January 1, 2024, shall receive the maximum Medical Premium Subsidy in the amount of up to \$40.58 per month subject to the Section 2.B.2.g.3. “Medical Premium Subsidy Rules of Application.”

This maximum amount shall increase by 3 percent (3%) on January 1, 2025, and on January 1 of each subsequent year.

The Medical Premium Subsidy for an eligible spouse or domestic partner shall be equal to the retiree’s Medical Premium Subsidy. The Medical Premium Subsidy for a spouse or eligible domestic partner will not apply until the retiree commences Medical Premium Subsidy. If the retiree’s eligible dependent is not yet Medicare eligible when the retiree commences the Medical Premium Subsidy, the dependent coverage shall be the same as the retiree medical benefit applicable to pre-Medicare dependents of pre-2017 retirees. That pre-Medicare dependent coverage ends when the dependent becomes eligible for Medicare.

### **Retiree Medical Program “Medical Premium Subsidy” Rules of Application**

The Medical Premium Subsidy can be applied within a region to any available KPSA plan. For example, if within a region, there are three KPSA plans — a zero premium plan, a plan

## SECTION 2

with a \$50 premium and a plan with a \$75 premium — the retiree could enroll in the zero premium plan, or choose to enroll in the \$50 premium plan and have the premium subsidy applied to the \$50 premium, or choose to enroll in the \$75 premium plan and have the premium subsidy applied to the \$75 premium.

If the maximum applicable Medical Premium Subsidy amount exceeds the elected KPSA plan, then the excess Medical Premium Subsidy will be forfeited. Any cost of medical coverage above the maximum Medical Premium Subsidy shall be borne by the retiree. If a retiree does not pay the retiree's share of KPSA premiums for his or her Medicare-eligible spouse or domestic partner, the spouse or domestic partner shall lose coverage in accordance with KPSA plan terms.

A retiree and/or spouse or domestic partner/civil union partner must enroll in Medicare Parts A and B and any other relevant parts of Medicare and an individual KPSA plan offered through the Kaiser Permanente Retiree Medical Plan's enrollment process. A retiree and/or his or her spouse or domestic partner/civil union partner must also assign his or her Medicare rights to the applicable Kaiser Permanente plan, and take such other action as the applicable KPSA plan determines is necessary to assign/coordinate Medicare. The spouse or domestic partner also must take the same actions when eligible for Medicare.

If a retiree and/or his or her eligible dependents reside outside of a Kaiser Permanente service area, the Medical Premium Subsidy can be used for any Medicare Advantage or Medicare "Medigap" plan premiums.

In the event of an eligible retiree's death, the Medical Premium Subsidy will be available for a surviving spouse or domestic partner, subject to the same rules. Coverage will be available for any eligible surviving child up to age 26. Eligibility of a spouse or domestic partner for survivor retiree medical benefits ends upon remarriage or entering into a domestic partnership.

### **Retiree Medical Health Reimbursement Account ("HRA") for Eligible Retirees**

An eligible retiree who retires prior to January 1, 2024, will receive an Employer allocation to an unfunded Retiree Medical Health Reimbursement Account ("HRA") at the time of retirement in the amount of \$2,000 per year of service. An eligible retiree will receive an allocation to an HRA equal to \$10,000 when the retiree reaches age eighty-five (85) ("HRA supplement").

An eligible retiree who retires on or after January 1, 2024, will receive an Employer allocation to an HRA at the time of retirement in the amount of \$2,500 per year of service and the HRA supplement equal to \$15,000 when the retiree reaches age eighty-five (85).

### Retiree Medical HRA and HRA Supplement Rules of Application

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

- › A retiree may access the Retiree Medical HRA for reimbursement of eligible expenses (within limitations described below) at age sixty-five (65), or retirement, whichever is later. A retiree who becomes Medicare-eligible prior to age sixty-five (65) may access the Retiree Medical HRA at the time she or he enrolls in Medicare.
- › A retiree may access the HRA Supplement for reimbursement of eligible expenses at age eighty-five (85).
- › A retiree residing within a Kaiser Permanente Service Area may obtain HRA reimbursements for KPSA plan coverage costs, consisting of premiums and co-payments or deductibles for the retiree and his/her spouse, domestic partner or other KPSA-covered dependents.
- › A retiree residing outside any Kaiser Permanente Service Area may obtain HRA reimbursements for any Medicare Advantage or “Medigap” plan costs, consisting of Medicare plan premiums and Medicare plan co-payments or deductibles for the retiree and his/her spouse, domestic partner or other Medicare-covered dependents.

- › A retiree residing within a Kaiser Permanente Service Area will be provided a debit card to use to provide direct HRA reimbursements to Kaiser Permanente for eligible KPSA plan coverage costs. The Employer intends to develop a similar debit card program for retirees residing outside any Kaiser Permanente Service Area to provide direct HRA reimbursements limited to eligible Medicare Advantage or Medigap plan costs.

In the event of a retiree’s death, any balance in the Retiree Medical HRA and HRA Supplement will be available for the benefit of the retiree’s surviving spouse, or a surviving domestic partner who was an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner may access the Retiree Medical HRA and HRA Supplement for reimbursement of eligible medical expenses when the retiree would have been eligible to access the Retiree Medical HRA or HRA Supplement. Eligibility of a surviving spouse or domestic partner to access the HRA balance ends upon his/her remarriage or entering into a domestic partnership.

4. **Previously grandfathered employees.** Employees who are eligible for special retiree medical benefits, under the eligibility requirements listed in the applicable local agreement, will remain eligible for those benefits if they retire on or after January 1, 2017.

## SECTION 2

5. For employees retiring from the Northern California region or Southern California region, the employers' cost share shall be capped at a fixed dollar amount effective January 1, 2017 (the "Fixed Amount"). The Fixed Amounts shall be:

- › Northern California: \$573
- › Southern California: \$279

In the event that, as of May 15, 2017, or May 15 of any subsequent year, the net cost of a retiree medical plan in the prior calendar year exceeded the Fixed Amount for either region, the retiree medical plan for the Northern California region and Southern California region for post-2016 retirees will become the Medical Premium Subsidy/HRA plan described above, effective as of the first day of the next calendar year or January 1, 2028, whichever is later.

Before the Medical Premium Subsidy/ HRA plan becomes effective, retiree medical benefits, including co-payments and out-of-pocket maximums, for retirees in a Kaiser Permanente service area shall be the same as the active medical benefits and cost-sharing features at the time the retiree initially enrolls in the Kaiser Permanente retiree medical plan. For eligible retirees who move from one Kaiser Permanente service area to another Kaiser Permanente service area, a KFHP plan will be offered with a \$5 office visit co-pay and a \$5 prescription drug co-pay. This plan will be integrated with Medicare,

when applicable. For eligible retirees who move outside of any Kaiser Permanente service area, an out-of-area plan will be offered and will provide comprehensive inpatient and prescription drug coverage. This plan requires Medicare enrollment when applicable.

This section 2.B.2.g. is intended to supersede any contrary Local Agreement provisions, with the exception of 2.B.2.g.4., previously grandfathered employees, as discussed above.

6. This Section 2.B.2.g. shall not apply to eligible retirees in the Washington Region, except as noted herein. Effective January 1, 2020, any retiree who has at least 15 years of service and is at least age 55, as of the date of retirement, shall receive only an Employer allocation to an HRA at the time of retirement in the amount of \$350 per year of service, subject to the "Retiree Medical HRA and HRA Supplement Rules of Application." Employees of Group Health Cooperative or its subsidiaries on the date of acquisition will have prior service included in years of service.

Eligible retirees who retire from the Washington Region on or after January 1, 2024, shall receive the maximum Medical Premium Subsidy in the amount of up to \$40.58 per month subject to the Section 2.B.2.g.3. "Medical Premium Subsidy Rules of Application." This maximum amount shall increase by 3 percent (3%) on January 1,

2025, and on January 1 of each subsequent year.

Eligible retirees who retire from the Washington Region on or after January 1, 2024, shall receive an Employer allocation to an HRA at the time of retirement in the amount of \$2,500 per year of service and the HRA supplement equal to \$15,000 when the retiree reaches age eighty-five (85) subject to the Section 2.B.2.g.3. "Retiree Medical HRA and HRA Supplemental Rules of Application."

This provision will supersede any contrary local collective bargaining agreements.

### 3. OTHER BENEFITS

All employees will be offered the following:

#### a. Dependent Care Spending Account

A Dependent Care Spending Account (DCSA) option will be provided to employees eligible for benefits. This account is a voluntary plan that allows the employee to set aside pre-tax dollars to pay for eligible dependent care expenses. The maximum DCSA annual contribution will be \$5,000. DCSA may be used to pay for certain expenses for eligible family members as permitted under the Internal Revenue Code.

#### b. Survivor Assistance Benefit

The survivor assistance benefit will cover employees who are eligible for benefits. This benefit will provide the employee's chosen beneficiary(ies) with financial

assistance upon the employee's death. The amount payable is equal to one times the employee's monthly base salary (pro-rated for part-time employees based on regularly scheduled hours). Should death occur while the employee is on a leave of absence of less than one year, the beneficiary(ies) will continue to be covered by this benefit.

#### c. Workers' Compensation Leaves of Absence

Effective with workers' compensation leaves of absence commencing on or after October 1, 2000, up to 1,000 hours of workers' compensation leave(s) may be used toward determining years of service for purposes of meeting the minimum eligibility requirements for retirement or post-retirement benefits.

#### d. Disability Insurance

Beginning in the first year of the 2005 Agreement, the eligible employees of the Northern and Southern California regions, and beginning January 1, 2007, the eligible employees of the Northwest region, shall receive long-term disability insurance coverage with the same benefit levels as those contained in the SEIU-UHW long-term disability plan in Southern California. (A general description of SEIU-UHW long and short-term disability plan benefit levels for Southern California is attached as Exhibit 2.B.3.d.).

Beginning in the first year of the 2005 Agreement, the eligible employees of the Northern and Southern California regions, and beginning January 1, 2007, the eligible employees of the Northwest

## SECTION 2

region, shall receive short-term disability coverage with the same benefit levels as those contained in the SEIU-UHW short-term disability plan in Southern California.

Employees in the above-mentioned regions with superior long-term and/or short-term disability coverage provided under local collective bargaining agreements shall maintain that coverage.

### **e. Employee Health Care Management Program**

Kaiser Permanente will offer a comprehensive Employee Health Care Management Program to help employees manage their chronic diseases and other existing health issues. The goal of the program will be to reduce the incidence of these chronic diseases among employees. The Employee Health Care Management Program will be integrated with existing care management and employee health programs at the local level. The parties will jointly design an Employee Health Care Management Program, and prepare an implementation plan to include a staffing plan, in the first year of the Agreement. The program will include metrics that measure the success of and gaps in the program and identify successful practices.

### **f. Revised Dental Benefit**

Effective January 1, 2016, the annual maximum for adults will be \$1,500 for all regions and the lifetime maximum for child orthodontia shall be \$1,500 for all regions. A Preferred Provider Network (PPO) shall be offered in Southern California.

This provision will supersede any contrary local collective bargaining agreements, except it shall not apply to any Taft-Hartley trusts for dental benefits, nor shall it reduce any existing dental benefits.

OPEIU Local 30 Taft-Hartley— the Employer contribution to the Local 30 Dental Fund shall be as follows:

10-1-23	1-1-24	1-1-25	1-1-26
\$114.59	\$119.75	\$125.14	\$130.77

This provision will supersede any contrary local collective bargaining agreements.

### **g. Benefit Standardization and Simplification**

The Mid-Atlantic States Region will jointly charter a small group to reach agreement to standardize and/or simplify active health care benefits, plan rules and the existing cost-sharing model without increasing overall cost or reducing benefits. Other KP regions may jointly adopt a similar process.

### **h. Life Insurance**

The Employer will provide a minimum of \$50,000 in life insurance coverage for all benefited employees. Employees may purchase additional coverage through the Employer (see 2.B.3.i. below).

### **i. Benefits by Design Voluntary Programs**

Beginning January 1, 2017, insurance benefits found in the Benefits by Design voluntary program which are offered

nationally to non-represented employees will be made available to employees eligible for benefits on an after-tax basis, subject to the satisfaction of any insurer requirements. The available options may include long-term care insurance, legal services insurance, additional term life insurance, identify theft maintenance, auto and homeowners insurance, and pet insurance. Any improvements made for non-represented employees will be offered to eligible Coalition-represented employees.

#### 4. MAINTENANCE OF BENEFITS

- a. KP and the Coalition Unions agree that there will be no benefit changes during the term of this Agreement. All employee health and welfare benefit programs provided under local collective bargaining agreements, including the co-pays and premium shares paid by the employee, will be maintained for the term of this Agreement.

Exceptions will be made for:

- › changes that are legally required or mandated by regulators;
- › minor changes in formularies;
- › changes that result in a reduction in benefit level, but have a minimal or no impact on members (*de minimus* changes);
- › treatment modality changes;
- › changes in technology;
- › benefit reductions affecting the low option offered under a flexible benefits program, provided the benefit is available under a higher-level option; or

- › employee-paid benefits within a flexible benefits program shall be increased to match Employer improvements to non-represented flexible benefit programs.
- b. A joint committee will be established at the national level to perform an annual review of the regional benefit programs which are subject to this provision, including traditional and flexible benefit plans. The committee will be provided timely annual summaries of such benefit programs and, where appropriate, will agree to changes.
- c. Disputes arising under this provision will be submitted for review and resolution under Section 3.C. of the Agreement.

#### 5. REFERRALS TO THE STRATEGY GROUP

In order to maximize the value of retirement and other benefits, employees should be educated periodically throughout their careers to better understand and utilize the benefits provided and to assist in effective retirement planning. The Strategy Group will appoint a committee to develop the content and materials for an education program for all Kaiser Permanente employees to fully understand:

- › the cost of their benefits;
- › how to better utilize services;
- › how to access their care in the most efficient and effective ways; and
- › how they can contribute to holding down the cost of care.





## SECTION 3

# SCOPE OF AGREEMENT

### A. COVERAGE

This Agreement is negotiated and entered into by the parties as a result of voluntary national bargaining conducted pursuant to the national Labor Management Partnership. This Agreement applies only to bargaining units represented by local unions that Kaiser Permanente and the Coalition mutually agreed would participate in the national common issues bargaining process and who, prior to the effective date, agreed to include this Agreement as an addendum to their respective local collective bargaining agreements. Application to any other bargaining unit, other than newly organized bargaining units as described below, will be subject to mutual agreement of the parties.

The parties agree that when a local union signatory to this Agreement is recognized to represent a new bargaining unit of an Employer pursuant to the provisions of the Labor Management Partnership Agreement and the Recognition and Campaign Rules, the local parties shall use an interest-based process to negotiate the terms of a local collective bargaining agreement and the appropriate transition to this Agreement.

For the KPWA local unions that joined the Coalition, the parties negotiated the specific provisions of this Agreement that apply to KPWA as set forth in Exhibit 2.B.3.e., labeled “KPWA – Transition to Partnership.”

## B. THE NATIONAL AGREEMENT AND LOCAL AGREEMENTS

The provisions of Local Agreements between the Coalition and Kaiser Permanente establish terms and conditions of employment applicable to the recognized or certified bargaining units. The provisions of this National Agreement only apply as an addendum to such Local Agreements if employees in these bargaining units are represented by a Coalition union. If a bargaining unit is not represented by a Coalition union, then the provisions of this National Agreement will not apply or establish additional terms and conditions of employment for that bargaining unit beyond those contained in its Local Agreement.

Provisions of local collective bargaining agreements and this 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 this Agreement, the dispute shall be resolved pursuant to the Mutual Review and Resolution Processes in Section 3.C

If there is a conflict, unless expressly stated otherwise, this 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, this 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 or to create opportunities for “cherry picking,” “double dipping,” etc.

## C. DISPUTES

### Mutual Review and Resolution Processes [For All Sections]

It is understood that the parties may not always agree and when that happens, the parties will strive to resolve disputes at the lowest possible level. To that end, when there is a disagreement concerning the interpretation and/or application of this Agreement, the parties directly involved in the dispute are encouraged to meet and use interest-based problem solving and issue resolution skills and techniques in an attempt to reach a consensus decision.

If the dispute remains unresolved after best efforts to find a solution, either party may bring a formal dispute under this Section. Any disagreement concerning the interpretation and/or application of this Agreement must be submitted by the moving party to the Regional Director of Labor Relations or Regional Union Liaison, or their designee, within 60 days after the moving party becomes aware of the potential violation of the National Agreement. The dispute shall set forth the facts of the alleged violation, the

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remedy sought and documentation of efforts to resolve the underlying issue prior to filing such dispute. (A 3.C. Dispute Form is attached as National Agreement Exhibit 3.C.). The regional parties shall meet to explore areas of common understanding and areas of disagreement and, if possible, resolve the dispute. Early resolution through interest-based problem solving is encouraged. Unless otherwise mutually agreed to by the parties, any resolution of the dispute at the regional level shall be non-precedent setting. If there is no resolution, the non-moving party shall issue a written response setting forth the basis for the denial and any attempts to reach consensus within 30 days of the regional meeting. Either party may advance the dispute to the next level after the written response was due but no more than 60 days from the regional meeting.

Where an issue arises in multiple regions, and where the decision maker for remedy is national, the dispute will be submitted directly to the National LMP Co-Chairs.

Upon advancement, the National LMP Co-Chairs shall appoint a labor management fact-finding team to meet with the parties to investigate the matter and attempt to mediate the issues. If the parties are unable to reach consensus, the labor-management team will conduct a fact-finding meeting and, subsequently, prepare a jointly written report outlining the disputed issue, key common and disputed facts and potential solutions within 45 days of the

referral to the National LMP Co-Chairs. If the issue remains unresolved, either Kaiser Permanente or the Coalition may escalate the issue to arbitration within 15 days of issuance of the fact-finding report, or within 15 days from the date the jointly written report was due.

Arbitration shall be conducted in accord with the procedures set forth below.

Arbitrations shall be conducted before panels consisting of one union representative, one employer representative and one neutral, mutually agreed to, third-party arbitrator who will serve as the panel chair. Selected panel members should not be a potential witness in the underlying dispute. Both parties will endeavor to appoint a panelist who is not directly involved in the dispute.

Any arbitrator selected shall be provided an orientation to the Labor Management Partnership and the principles and philosophy of this Agreement.

The arbitrator shall provide at least four days in a calendar year for panel hearings, so that the panels shall be scheduled to convene at least once every four months. The parties will use their best efforts to ensure that cases are presented within the same calendar quarter. A panel date may be canceled no less than four weeks in advance if there are no cases to be heard by that panel on the scheduled date. Additional dates will be added based on the need for timely resolution.

The parties shall conduct a pre-arbitration settlement conference at

least 15 days prior to the scheduled arbitration. The purpose of the conference is for the parties to explore resolution post fact-finding. Unless otherwise mutually agreed to by the parties, any resolution prior to the panel decision shall be non-precedent setting.

If the parties are still unable to resolve the underlying dispute, the arbitration will be conducted in an expedited manner. Decisions shall be rendered by a panel majority, and written opinions and awards shall be prepared by the neutral arbitrator. The panel decisions shall be final and binding, and written decisions shall be issued within 30 days of the hearing. The panel decision shall be precedent-setting, unless otherwise mutually agreed by the parties prior to the hearing.

Time limits contained in Section 3.C. may be extended by mutual agreement. At any time prior to issuance of a panel opinion and award, the parties at the national level may mutually agree to remand a dispute to an earlier step of the process.

The arbitrator and arbitration panel shall not be authorized to add to, detract from, or in any way alter the provisions of the National Agreement, the Labor Management Partnership Agreement or any local agreement.

The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties; however, each party shall bear expenses of presenting its own case and expenses associated with its party panel member(s).

## **D. NATIONAL AGREEMENT IMPLEMENTATION**

The Partnership Strategy Group oversees and will hold their respective leaders accountable for implementation of the National Agreement, including:

- » coordinating an implementation plan;
- » developing and enforcing accountability;
- » sponsoring and chartering continued work;
- » identifying needed support; and
- » establishing metrics for implementation.

## **E. DURATION AND RENEWAL**

1. The effective date of this National Agreement shall be October 1, 2023, and it shall continue in effect through September 30, 2027.
2. Unless otherwise provided in Section 3.E., each Local Agreement that adopts this National Agreement as an addendum shall expire in 2027 on the same month and date as the expiration date of the 2019 Local Agreement. The extended expiration date for each Local Agreement is attached as Exhibit 3.E.
3. The duration provisions of each Local Agreement that adopts this National Agreement as an addendum shall incorporate the extended expiration date.

## SECTION 3

4. In the event the National Agreement is not renewed or if there is no successor National Agreement:
  - › Local Agreements identified in Exhibit 3.E. that expire on or before December 31, 2027, will be open for contract negotiations immediately.
5. All provisions of this Agreement shall expire at midnight on September 30, 2027, except for wages, performance sharing opportunities and benefits, identified in the provisions of this Agreement.

Those excepted provisions shall continue in effect until the expiration dates of the relevant Local Agreements.

### F. LIVING AGREEMENT

The parties acknowledge that during the term of this Agreement, a party at the national level may wish to enter into discussions concerning subjects covered by this Agreement or to modify specific provisions of this Agreement, or a party at the local level may wish to enter discussions concerning subjects covered by the local collective bargaining agreement or to modify its specific provisions. The parties agree that neither a union nor any Kaiser Permanente entity shall refuse to engage in such

discussions. The parties further agree that, consistent with the Partnership principles set forth above, they will engage in such discussions with the intent to reach mutual agreement; however, during the term of this Agreement, no party shall be required to agree to any modifications of either this Agreement or the local collective bargaining agreement.

### G. SAVINGS OR SEVERABILITY CLAUSE

If any provision, or the enforcement or performance of any provision, of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable, enforced or performed except to the extent permitted by law. Both parties agree to construe any provision held to be contrary to law as closely as legally possible to its originally bargained purpose, and to agree on a revised provision that mirrors such purpose. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

All Memoranda of Agreement, Letters of Understanding or Side Letters between the Employer and the Coalition local unions will remain in full force and effect throughout the term of this Agreement.

## KAISER PERMANENTE AND THE COALITION OF KAISER PERMANENTE UNIONS

### 2023 National Agreement

In witness whereof the respective parties hereto have executed this agreement effective October 1, 2023.

The parties are identifying the individuals for signatures, which will then be updated.

#### KP management representatives:



**ARLENE PEASNALL**

Senior Vice President, HR Consulting,  
Labor Relations & OLMP



**CARRIE OWEN PLIETZ**

President, Kaiser Permanente Northern California




**JIM PRUITT**

Vice President, Labor Management Partnership and  
Labor Relations, The Permanente Federation



**GREG HOLMES**

EVP, Chief Human Resources Officer



**DARIN TANKERSLEY**

Chief Operating Officer, Southern California Permanente  
Medical Group



**CHRISTOPHER GRANT**

Chief Operating Officer and Executive Vice President  
The Permanente Federation, LLC



**LIONEL SIMS**

Vice President, Office of Labor Management Partnership  
& National Labor Relations Strategy



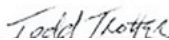
**JACK WEBERSKI**

Vice President, National Labor Relations – Economics



**BOB SPAGAT**

Vice President & Assistant General Counsel,  
Labor & Employment



**TODD TROTTER**

SVP, Human Resources, Kaiser Permanente  
Northern California

## SECTION 3


### KP union leaders:



**ROSALEE AGAS YUU**

President

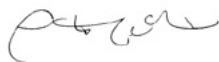
OPEIU Local 50



**LINDA BRIDGES**

President

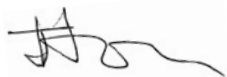
OPEIU Local 2



**STEPHANIE FELIX**

President

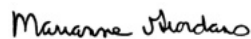
SEIU Local 105



**JANE HOPKINS**

President

SEIU Local 1199NW



**MARIANNE GIORDANO**

Executive Director/CFO

OPEIU Local 30



**KELLY GSCHWEND**

President & Business Manager

OPEIU Local 29



**LESLIE LIDDLE**

Union Representative

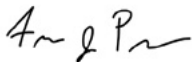
OPEIU Local 8



**MEG NIEMI**

President

SEIU Local 49



**FRANCISCO PRECIADO**

Executive Director

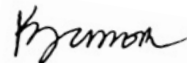
IFPTE Local 20



**DAVE REGAN**

President

SEIU-UHW



**KATELYN ZAMORA**

Field Director

SEIU Local 121RN







## SECTION 4

# NATIONAL AGREEMENT EXHIBITS

### **Exhibit 1.B.1.c.1.(1)**

#### **2005 PERFORMANCE IMPROVEMENT BTG REPORT, PAGE 7**

By centering Partnership on UBTs, we also expect to eliminate parallel, duplicative structures in the organization. There will be fewer meetings, and more will be accomplished because all of the stakeholders are at the table from the beginning. This should help increase union capacity to partner, as well as reduce backfill issues.

We will know how well UBTs have performed by reviewing their performance on the metrics they have chosen, which will be aligned with the goals developed at the higher levels of the accountability structure in

Recommendation 1. We would also expect to see improvements on People Pulse scores regarding influence over decisions, involvement in decisions, knowledge of department goals, and use of employees' good ideas.

Developing and implementing UBTs will incur costs, particularly for readiness training, described in more detail in our Recommendation 4, as well as release time and backfill.

#### **Implementation Issues**

A key enabler of this recommendation should be the growing sense of urgency, even crisis, among many of us that unless we make Partnership real to frontline employees, supervisors and stewards in the very near future, we will

lose the opportunity forever. There is an equally motivating sense of crisis in the health care market—make significant performance improvement now, or lose market share. At the same time, we are well positioned to implement UBTs at this juncture: we have a shared vision of a high-performing Partnership, we are committed to engaging employees, and we have the resources in place to support the development of UBTs.

We will have to overcome some barriers, including competing priorities and difficulty in measuring results across the program.

We will have to work hard to overcome the project mentality that has taken hold of Partnership — it's a separate, parallel, off-line activity, rather than the way we do business every day. There may also be some concern over the idea that partnering in the business means shifting supervisor work to the UBT members.

### Timeline

We envisioned a phased approach to implementation, with the first year focused on readiness training and education and developing a plan to enable employees, supervisors and stewards to operate differently. Again, some parts of the organization already do use UBTs; this plan will provide support for those that do not. The remaining years of the 2005 contract would be spent implementing UBTs, and measuring success based on the jointly developed metrics.

**2006:** Plan for and agree on a plan to prepare employees, supervisors and stewards to partner in Department Based Teams. Plan will cover needs for business education, training, facilitation, etc.

**2007:** Jointly developed budget and regional performance objectives in place.

**2008:** Organization begins to see significant performance improvement attributable to UBTs.

**2010:** 100 percent of the organization operating in UBTs.

**Note:** In 2015 the language above was changed to reflect the current term for these teams: unit-based teams (UBTs) from the original department-based teams (DBTs).

## Exhibit 1.B.1.c.1.(2)

### THE RUTGERS STUDY: WHAT TEAMS NEED

Rutgers, Johns Hopkins and KP researchers identified five key success factors for unit-based teams:

- 1. Leadership:** Develop strong joint leadership, shift to coaching style of leadership and share information, including financial data.
- 2. Line of sight:** Make ongoing use of meaningful metrics, encourage systems thinking and show how the work of the team connects to regional goals.
- 3. Team cohesion:** Make time for face-to-face communication, create a safe learning environment and focus on the work — with the member and patient in the middle.


SECTION 4

4. **Processes and methods:** Be proficient in the Rapid Improvement Model and use daily huddles to discuss problems and build solutions.
5. **Infrastructure and support:** Develop and recognize strong sponsors and provide ongoing training.

Exhibit 1.B.1.c.3.

THE PATH TO PERFORMANCE

The Path to Performance:  
Labor Management Partnership Team Development Pathway



Key Tip!

Ask yourself:

Where are your teams in the developmental process?

Who is developing and who isn't?

Why aren't they developing?

What do they need?

How can you and your co-sponsors support their evolution to the next level?

Team Development

Stages of Unit-Based Team Development

Leaders and sponsors play an important role in the ongoing development of unit-based teams (UBTs). The more you understand about where your teams are in the developmental process, and what they need to move to the next level, the more effective you can be in supporting their forward momentum. The faster this process happens, the faster you will see results. Work with your co-sponsors to identify team status, strategize ways to help move them forward and develop a plan for long-term sustainability.

Guidelines for Using the Following Tool

1. Each month, give this tool to your teams and have them assess themselves. They must meet all the criteria in one phase before they can move to the next phase.

2. As the sponsor, part of your role is to track team status monthly. The Team Assessment Tool gives you valuable information you can use to reward teams that are making progress and support those that are not moving forward at a desired rate.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Pre-Team Climate	Foundational	Transitional	Operational	High-Performing
Unit is learning what a unit-based team is and how UBTs work.	Team is establishing structures and beginning to function as a UBT.	Team is demonstrating progress on engagement and making improvement.	Team has joint leadership, engagement of team members and improved performance.	Team is fully successful and collaborating to improve/sustain performance against targets.

[ E.3 ] | 2023 NATIONAL AGREEMENT

# The Path to Performance:

## Labor Management Partnership Team Development Pathway

Dimension	LEVEL 1: Pre-Team Climate	LEVEL 2: Foundational UBT	LEVEL 3: Transitional UBT	LEVEL 4: Operational UBT	LEVEL 5: High Performing UBT
<b>Sponsorship</b>	<ul style="list-style-type: none"> <li>Sponsors are identified and introduced to team.</li> </ul>	<ul style="list-style-type: none"> <li>Sponsors trained.</li> <li>Charter completed.</li> <li>Sponsor agreement completed.</li> </ul>	<ul style="list-style-type: none"> <li>Sponsors regularly communicating with co-leads (minimum monthly communication).</li> </ul>	<ul style="list-style-type: none"> <li>Sponsors visibly support teams (minimum monthly contact plus quarterly in-person visit).</li> <li>Minimal outside support needed.</li> </ul>	<ul style="list-style-type: none"> <li>Sponsors holding teams accountable for performance and reporting results to senior leadership.</li> </ul>
<b>Leadership</b>	<ul style="list-style-type: none"> <li>Team co-leads are identified or process of identification is under way.</li> <li>Team has identified a health and safety champion(s).</li> </ul>	<ul style="list-style-type: none"> <li>Co-leads have developed a solid working relationship and are jointly planning the development of the team.</li> </ul>	<ul style="list-style-type: none"> <li>Co-leads are seen by team members as jointly leading the team.</li> </ul>	<ul style="list-style-type: none"> <li>Co-leads are held jointly accountable for performance by sponsors and executive leadership.</li> <li>Trust has been built to such an extent that either co-lead can lead meetings in the other's absence.</li> <li>Health and safety champion(s) have begun work with team.</li> </ul>	<ul style="list-style-type: none"> <li>Team beginning to operate as a "self-managed team," with most day-to-day decisions made by team members.</li> <li>Self-managed teams have developed a level of trust that allows them to proceed with work/meetings in the absence of both co-leads.*</li> <li>* This is not intended to supersede the UBT charter.</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>Co-lead training completed.</li> <li>Team has created initial action plan and keeps it updated.</li> </ul>	<ul style="list-style-type: none"> <li>Team member training (e.g., UBT Orientation, RIM+) completed.</li> </ul>	<ul style="list-style-type: none"> <li>Advanced training (e.g., business literacy, coaching skills, metrics) completed.</li> <li>UBT Tracker training completed.</li> <li>Representative team members have completed business literacy training subject to regional/medical center availability.</li> </ul>	<ul style="list-style-type: none"> <li>Advanced training (e.g., training in process improvement tools, change management training; depends on team needs).</li> <li>Focus area-specific training (e.g., patient safety or improvement tools to address human error-related issues).</li> <li>In consultation with their sponsors, teams should determine which types of training are appropriate using the examples listed above.</li> </ul>	<ul style="list-style-type: none"> <li>Focus area-specific training.</li> <li>Advanced performance improvement training (e.g., deeper data analysis, control charts, improvement methods).</li> <li>In consultation with their sponsors, teams should determine which types of training are appropriate using the examples listed above.</li> </ul>
<b>Team Process</b>	<ul style="list-style-type: none"> <li>Traditional; not much change evident.</li> <li>Team meetings scheduled and/or first meeting completed.</li> </ul>	<ul style="list-style-type: none"> <li>Staff meetings operating as UBT meetings (no parallel structure).</li> <li>Co-leads jointly planning and leading meetings.</li> </ul>	<ul style="list-style-type: none"> <li>Team meetings are outcome-based; team members are participating actively in meetings and contributing to team progress and decision making.</li> <li>Co-leads moving from direction to facilitation.</li> </ul>	<ul style="list-style-type: none"> <li>Co-leads jointly facilitate team meetings using outcome-focused agendas, effective meeting skills and strategies to engage all team members in discussion and decision making.</li> <li>Team makes use of huddles to reflect on tests and changes made.</li> <li>Team collects own data and reviews to see whether changes are helping improve performance.</li> </ul>	<ul style="list-style-type: none"> <li>Team beginning to move from joint management to self-management, with most day-to-day decisions made by team members.</li> <li>Unit culture allows team to respond to changes quickly.</li> <li>Team can move from first local project to next improvement project and can apply more robust changes.</li> <li>Team measures progress using annotated run charts.</li> <li>In consultation with their sponsors, member-facing departments are getting direct input from the voice of the customer.</li> <li>Team must spread or adopt a successful practice.</li> </ul>
<b>Team Member Engagement</b>	<ul style="list-style-type: none"> <li>Minimal.</li> </ul>	<ul style="list-style-type: none"> <li>Team members understand and use partnership processes, i.e., consensus decision making.</li> <li>Team has established a communication structure to reach all members of the department.</li> </ul>	<ul style="list-style-type: none"> <li>Team members understand key performance metrics.</li> <li>At least half of team members can articulate what the team is improving and what their contribution is.</li> </ul>	<ul style="list-style-type: none"> <li>Unit performance data is discussed regularly.</li> <li>Large majority of team members are able to articulate what the team is improving and their contribution.</li> </ul>	<ul style="list-style-type: none"> <li>Team members able to connect unit performance to broader strategic goals of company.</li> <li>Full transparency of information.</li> <li>Team is working on tests of change related to staffing, scheduling, financial improvement, and other daily operations issues.</li> </ul>
<b>Use of Tools</b>	<ul style="list-style-type: none"> <li>Not in use.</li> </ul>	<ul style="list-style-type: none"> <li>Team members receive training in RIM+, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Team is able to use RIM+ and has completed two testing cycles within one or more projects.</li> <li>Team has begun documenting projects and testing cycles in UBT Tracker.</li> </ul>	<ul style="list-style-type: none"> <li>Team has completed three or more testing cycles, making more robust changes (e.g., workflow improvement rather than training).</li> <li>Team documents all projects and testing cycles in UBT Tracker at least every 90 days.</li> </ul>	<ul style="list-style-type: none"> <li>Team using advanced performance improvement training.</li> <li>Team can move from initial project to next improvement effort, applying deeper data and improvement methods.</li> </ul>
<b>Goals and Performance</b>	<ul style="list-style-type: none"> <li>Team does not have goals yet.</li> </ul>	<ul style="list-style-type: none"> <li>Co-leads discuss and present data and unit goals to teams.</li> </ul>	<ul style="list-style-type: none"> <li>Team has set performance targets, and targets are aligned with unit, department and regional priorities.</li> </ul>	<ul style="list-style-type: none"> <li>Team has achieved at least one target on a key performance metric.</li> <li>UBT can demonstrate improvements on at least two areas of the Value Compass (to be implemented when UBT Tracker allows projects to be listed under more than one category).</li> </ul>	<ul style="list-style-type: none"> <li>Team is achieving targets and sustaining performance on multiple measures.</li> <li>UBT can demonstrate improvements in all areas of the Value Compass (to be implemented when UBT Tracker allows projects to be listed under more than one category).</li> <li>Team demonstrates a culture of health and safety.</li> </ul>

### Exhibit I.B.1.d.

#### PATHWAY TO PARTNERSHIP PERFORMANCE

The Implementation Timeline:

1. The National LMP Co-chairs will present recommendations to the LMP Executive Committee at the November 2015 meeting.
2. Pilot the *Pathway to Partnership Performance* tool between January and June 2016.
3. The LMP Executive Committee will evaluate and finalize the tool by August 30, 2016.
4. Implement the tool organization-wide in last quarter of 2016 to assess and set initial performance levels for facility, area and region.
5. Reassess each facility, area and region on a quarterly basis.

Examples of *Pathway to Partnership Performance* metrics may include, but are not limited to:

1. Active LMP Councils
2. Service scores
3. UBT levels
4. Culture of health and safety
5. Attendance
6. People Pulse and other measures as may be appropriate
7. Support for LMP and UBTs

8. Building a learning organization
9. Integration of LMP with Performance Improvement infrastructure and goals
10. Workforce planning (regional level only)
11. Problem solving (number of disputes, time to resolve, etc.)

### Exhibit 1.C.1.b.

#### 2010 LMP SUBGROUP RECOMMENDATION: FLEXIBILITY

1. Labor and management should address issues regarding flexibility using IBPS.
2. Agreements reached are non-precedent setting.
3. The Executive Committee of the LMP Strategy Group shall appoint a group to assist with the enhancement of best practices in implementation of flexibility as it exists in the NA. Some guidelines for this enhancement include:
  - a. That management will engage labor in a discussion beginning in the initial stages of the development of an initiative or program; and
  - b. The committee shall review and problem solve issues where disputes develop.

## Exhibit 1.C.4.(1)

### 2005 SCOPE OF PRACTICE BTG REPORT, PAGES 14–17

#### SECTION X: REFERENCES

**Reference 1:** National Compliance Plan

**Reference 2:** Regional Scope of Practice Committee Structure and Process

Region	SOP Committee Structure and Process Summary
<b>COLORADO</b>	
<b>Purpose</b>	<p>The purpose of the Scope of Practice Oversight Committee is to provide region-wide monitoring, leadership and oversight for compliance with legal, accreditation and organizational scope of practice requirements. To achieve this purpose, the committee will:</p> <ul style="list-style-type: none"> <li>» Assure alignment of Health Plan, CPMG and union leadership to address scope of practice risks,</li> <li>» Identify and prioritize clinical areas at risk for Scope of Practice violations,</li> <li>» Assure clear delineation of accountabilities between practitioners (physicians and allied health professionals) in job descriptions, care delivery documentation, and information systems,</li> <li>» Assure that a process to identify and stay current on scope of practice and related billing laws, regulations, and accreditation standards for all practitioners is in place,</li> <li>» Communicate physician responsibility for assuring the quality of medical services found in care delivery models, clinical guidelines, clinical policies, and quality standards,</li> <li>» Assure that reviews of existing and new care delivery models are conducted, in consultation with Compliance, Risk Management and Legal as appropriate, for scope of practice consideration, and</li> <li>» Assure scope of practice corrective action plans are developed and implemented as appropriate.</li> </ul>
<b>Membership</b>	<p><b>CHAIR AND MEMBERSHIP</b></p> <p>The Regional Compliance Officer and Director of Business and Clinical Risk Management co-chair this committee. The membership shall consist of representatives from Behavioral Health, Pharmacy, Nursing, Operations, CPMG, Local 7, Local 105, HR and Coding.</p>

## SECTION 4

### Exhibit 1.C.4.(1) continued

Region		SOP Committee Structure and Process Summary
COLORADO		
Reporting	<p>At least annually, representatives of the SOP Oversight Committee shall meet with and report to the Colorado Compliance Executive Committee. The report shall include:</p> <ul style="list-style-type: none"><li>» Assessment of current SOP risk areas, and recommendations to mitigate risk,</li><li>» Information on monitoring and internal controls present in operational areas, and</li><li>» A summary of significant SOP activities undertaken since the last report.</li></ul>	



**Exhibit 1.C.4.(1)** continued

Region	SOP Committee Structure and Process Summary
<b>MID-ATLANTIC STATES</b>	
<b>Purpose</b>	<p>The Committee Will:</p> <ul style="list-style-type: none"> <li>» Develop and maintain an inventory of scope of practice requirements by position type;</li> <li>» Review and approve protocols, policies and procedures created by the Committee to meet scope of practice regulations and requirements for unlicensed and licensed clinical and support staff;</li> <li>» Develop and oversee implementation of annual scope of practice work plan and action items;</li> <li>» Establish a mechanism for recurring review of clinical position descriptions;</li> <li>» Evaluate existing and proposed clinical practices for scope of practice risks and/or violations and the impact on scope of practice;</li> <li>» Develop and oversee scope of practice training and education throughout the region;</li> <li>» Coordinate with existing committees and work groups to ensure that scope of practice issues are addressed effectively;</li> <li>» Provide recommendations to Committee sponsors and senior leadership regarding identified opportunities for change;</li> <li>» Monitor corrective actions to ensure continued compliance with prescribed scope of practice requirements and regulations;</li> <li>» Collaborate with appropriate departments to ensure that changes are integrated into existing systems, policies and processes; and</li> <li>» Maintain a reporting relationship with the Regional Quality Improvement Committee and the Compliance Department. Reporting to occur not less than quarterly.</li> </ul> <p>Subcommittees may be created as needed to facilitate completion of specialized tasks.</p>
<b>Membership</b>	<p>MEMBERSHIP, LENGTH OF TERM AND VOTING:</p> <p>The Scope of Practice Committee shall consist of the following people or their designees:</p> <ul style="list-style-type: none"> <li>» Clinical Compliance Coordinator (Co-Chair)</li> <li>» Regional Nurse Executive (Co-Chair)</li> <li>» Regional Compliance Officer</li> </ul>



## SECTION 4

### Exhibit 1.C.4.(1) continued

Region	SOP Committee Structure and Process Summary
<b>MID-ATLANTIC STATES</b>	
<b>Membership</b> (continued)	<ul style="list-style-type: none"><li>» Vice President for Strategic Services/Compliance, MAPMG</li><li>» Director, Quality Management Operations</li><li>» Regional Manager, Nursing Practice and Education</li><li>» Assistant Medical Director, Information Management &amp; Research, MAPMG</li><li>» Labor Management Partnership representative(s)</li><li>» Medicare Compliance Manager</li><li>» Senior Compensation Consultant</li><li>» Director, Human Resources (ad hoc)</li><li>» Director, Professional Staff Office and Delegation Oversight</li><li>» Primary Care Physician (Service Chief or Physician Director)</li><li>» Specialty Physician</li><li>» Clinic Coordinator</li></ul>
<b>Reporting</b>	Mid-Atlantic Scope of Practice Committee reports quarterly to the Regional Quality Improvement Committee (RQIC)
<b>NORTHERN CALIFORNIA</b>	
<b>Purpose</b>	<p>Purpose of our Regional Non-Physician Practitioner Scope of Practice Advisory Committee:</p> <p>The Non-Physician Practitioner Scope of Practice Advisory Committee is established to evaluate non-physician practitioner scope of practice issues that exist at Kaiser Permanente and to advise on implementation plans to address these issues.</p> <p>The work of the committee and workgroups includes identifying sources of SoP issues, prioritizing risk of each issue, identifying system gaps, proposing action plans when needed, recommending implementation plans that encompass KP's 7 Element Compliance Template, assigning accountabilities for actions to be taken and advising on the development of an infrastructure for ongoing identification and resolution of SoP issues.</p>

**Exhibit 1.C.4.(1)** continued

Region	SOP Committee Structure and Process Summary
<b>NORTHERN CALIFORNIA</b>	
<b>Membership</b>	<p><b>Membership</b> includes representation from:</p> <ul style="list-style-type: none"> <li>» Patient Care Services locally and regionally</li> <li>» Medical Group Administration locally and regionally</li> <li>» Regional Compliance</li> <li>» Program Office Legal Department</li> <li>» Accreditation, Regulation &amp; Licensing</li> <li>» Regional Credentialing &amp; Privileging</li> <li>» Local Assistant Administrator for Quality</li> <li>» APIC for Risk</li> <li>» Pharmacy Operations</li> <li>» Patient Business Services</li> </ul> <p><b>Ad hoc members</b></p> <ul style="list-style-type: none"> <li>» TPMG Legal</li> <li>» TPMG Human Resources</li> <li>» Continuing Care Leader</li> <li>» Human Resources Compliance</li> <li>» Program Office Legal</li> <li>» Work group: Includes labor representation of roles being addressed (2–3)</li> </ul>
<b>Reporting</b>	This group reports regularly to the Executive Compliance Committee and will report any quality of care issues to the Quality Oversight Committee
<b>SOUTHERN CALIFORNIA</b>	
<b>Purpose</b>	<p><b>SCOPE AND AUTHORITY:</b></p> <ul style="list-style-type: none"> <li>» Identify areas of risk, facilitate resolution and implementation of actions and monitor Scope of Practice across all care venues</li> </ul>
<b>Membership</b>	<p><b>CO-CHAIRS</b> [names deleted]:</p> <ul style="list-style-type: none"> <li>» AMD, SCPMG</li> <li>» SVP &amp; SAM, KFH/HP</li> </ul>

## SECTION 4

### Exhibit 1.C.4.(1) continued

Region		SOP Committee Structure and Process Summary	
SOUTHERN CALIFORNIA			
Membership (continued)		MEMBERSHIP: <ul style="list-style-type: none"><li>» Vice President, Quality and Risk Management, KFHP/KFHP</li><li>» Executive Consultant, Quality and Risk Management, KFHP/KFHP</li><li>» Executive Director, Patient Care Services, Operations, KFHP</li><li>» Manager, SCPMG Nursing Administration, SCPMG</li><li>» Medical Group Administrator, Bellflower, SCPMG</li><li>» Medical Group Administrator, South Bay, SCPMG</li><li>» Counsel, KFHP</li><li>» Senior Consultant, AR&amp;L</li><li>» Labor Coalition Representative</li><li>» Ann Sparkman, Director of Health Care Compliance, NCO</li><li>» Project Support: Management Consulting</li></ul>	
Reporting		<ul style="list-style-type: none"><li>» Southern California Regional Compliance Leadership Committee</li><li>» Southern California Quality Committee SCQC</li><li>» Southern California President and Regional SCPMG Medical Director</li></ul>	
NORTHWEST			
Purpose		To address regional scope of practice issues for both licensed and unlicensed clinical and support staff in order to identify and address areas for improvement in compliance, patient safety and operational efficiencies.	
Membership		REPRESENTATION  The committee shall consist of:  <b>Management Representatives:</b> <ul style="list-style-type: none"><li>» Integrity, Compliance and Ethics Manager(s) (stakeholder)</li><li>» NW Permanente Physician (stakeholder)</li><li>» Health Plan Legal Counsel (consultant)</li><li>» Human Resource Manager (consultant)</li><li>» Director, Ambulatory Nursing (stakeholder)</li><li>» Pharmacy Manager (consultant)</li><li>» KP HealthConnect Representative (consultant)</li><li>» Medical Office Managers (stakeholder)</li><li>» NW Perm &amp; PDA General Counsel &amp; Compliance (consultant)</li><li>» Laboratory Services (consultant)</li></ul>	

## Exhibit 1.C.4.(1) continued

Region	SOP Committee Structure and Process Summary
<b>NORTHWEST</b>	
<b>Membership</b> (continued)	<b>Labor Representatives:</b> <ul style="list-style-type: none"> <li>» OFN Health Professional (stakeholder)</li> <li>» OFN – RN (stakeholder)</li> <li>» SEIU – LPN (stakeholder)</li> <li>» SEIU – MA (stakeholder)</li> </ul> <b>Staff Support</b>
<b>Reporting</b>	This committee will have a reporting relationship to ROG and Compliance Department and also have access to MOLT (when decisions need to be worked out). Specific senior leaders who have been identified are: [names deleted].

## Exhibit 1.C.4.(2)

### 2005 SCOPE OF PRACTICE BTG REPORT, PAGES 9–11

#### SECTION VI: EDUCATION PLAN

#### I. Basis for Recommendation

By providing SOP education, we can increase staff awareness and enhance the quality of patient care. Currently, little frontline education is provided to KP employees about SOP issues, and the consequences of non-compliance.

#### II. Accountabilities for SOP Education for Patient Care Staff, Management and Physicians

##### National

- » Create SOP Education “Toolkit”
  - › developed by content experts in LMP context
- » Create annual updates on SOP development

##### Facility/Service Area/Region

- » Provide a 2- to 4-hour basic SOP training for all staff, managers and physicians
- » Provide release time for training and backfill needs
- » Provide skills training related to SOP to encourage working toward full scope. This includes new and remedial skills training as a result of advances in technology (i.e., KP HealthConnect), changes in regulations and changes in assignments.
- » Provide ongoing in-service education on SOP
- » Provide new employee orientation on SOP

##### Individual

- » Participate in mandatory KP SOP training
- » Attend CEUs as required
- » Know own SOP; be aware of SOP of other team members

## SECTION 4

### III. SOP Education Toolkit Content

Model after LMP “Think Out of the Box” toolkit. (Toolkit should be developed with input from content experts and in LMP)

#### Part A (Initial Basic Training Toolkit)

1. What is SOP?
  - › Why is it important?
  - › History of KP SOP issues
2. Individual SOP/licensure requirements
  - › Laws and regulations impacting SOP
  - › State specific
  - › KP SOP policies
3. What is the process to get SOP issues or concerns addressed?

How to elevate a concern for resolution:

  - › tree
  - › FAQs
  - › decision ADO form
  - › Compliance hotline
4. Scope of Practice Limitations:
  - › What are the legal risks and consequences of exceeding SOP?

#### Part B (Additional/Ongoing Training Materials)

1. Video presentation
  - › Legal, NCO, Labor, NLT representatives speaking on importance of SOP
  - › Case studies/dramatizations of SOP situations

### IV. Implementation of SOP Education

#### A. Phase I

- › Identify National LMP task group to develop SOP tool kit by 12/31/2005
- › Produce Part A SOP tool kit by 3/31/2006
- › Design, test, and conduct 2- to 4-hour mandatory basic training for SOP, to include Part A toolkit, by 6/30/2006

#### B. Phase II (Timing to be determined by CIC)

- › Develop Part B of SOP toolkit
- › Provide ongoing, updated SOP training utilizing department staff meetings, and Part B toolkit
- › Develop and provide skills training programs
- › Develop SOP module for New Employee Orientation Program
- › SOP competency to be part of job descriptions and annual evaluation process

#### C. Additional Consideration

- › CEUs should be available for participation
- › Labor and management accountability for ensuring participation
- › Integrate concepts in KP HealthConnect training
- › Pre- and post-testing for evaluation and CEUs
- › Fun, creative and engaging training (i.e., Scope of Practice week, Jeopardy Game, etc.)

## V. Costs Associated with Recommendation

- › High initial cost for broad-based employee training and toolkit
- › Preventive expenditure; should prevent fines and penalties for noncompliance; costs of litigation; reputation damage
- › Return on investment will be significant
- › Look at existing internal structures to help support training and toolkit (i.e., KPHC CBA, Department meeting)

## VI. Implementation

1. Within 90 days of ratification, across the program, leadership will:
  - › assess standing committees that may impact SOP;
  - › determine which committee at each level is best positioned to coordinate and integrate SOP issues; and
  - › assure that committees are operating within LMP process, structure and following the SOP Vision and Principles
2. Resource and implement education plan, with initial phase completed by mid-year 2006.
3. Establish reporting systems/metrics
  - › Annual regional SOP report to National Strategy Group
  - › Tracking system of SOP issues for regional sharing of successful practices
4. Develop and implement a communication plan.

## Exhibit 1.D.3.

### WORKFORCE PLANNING AND DEVELOPMENT IMPLEMENTATION EXHIBIT

#### Workforce Planning and Development Communications Strategy

The parties intend for the National Workforce Development Team (Section 1.D.2.b.) to develop and implement a Workforce Planning and Development Communications Strategy for the entire organization, not later than March 31, 2011. The communications should be targeted to appropriate stakeholders, across all levels and locations, including national and regional stakeholders, and local labor organizations. A Communications Strategy will promote an understanding of Workforce Planning and Development resources, program and opportunities, such as but not limited to:

1. Cataloguing, including Best Practices
2. Managing impacts/expectations
3. Leveraging existing communications channels
4. Leveraging Unit-Based Teams

#### Hard-to-Fill Positions—2012 Update

Each Regional Workforce Planning and Development Committee will develop a regional plan by June 2013 to implement recommendations contained in the September 1, 2011, Hard to Fill report and/or subsequent reports. These plans

## SECTION 4

will be submitted to the Regional LMP Councils and the National Workforce Planning and Development team. Critical factors to consider in each plan include: cost and ease of implementation, risk of not implementing, funding sources, endorsements and timelines. When considering additional funding sources, regions shall submit budget requests for 2014 according to their budget cycle.

Each region will begin executing its Hard to Fill implementation plan by the end of 2013.

Each region will work collaboratively with labor to develop a process to create alternatives to the minimum experience requirements for Hard to Fill positions in the region.

Explore utilization of the KP School of Allied Health Sciences (KPSAHS) as a training resource (including as a distance learning option) for Hard to Fill positions. Develop options to make the KPSAHS training programs available to all KP regions, as appropriate, and seek alliances with regional academic partners to support training.

### Education Trusts Base Services

Education Trust Base Services currently include:

1. Cohort training
  - a. Professional development
  - b. Basic skills
  - c. Hard-to-fill/critical needs
2. Individual Stipend Program

3. Forgivable Loan Program
4. Career Counseling Program
5. Trust Administration Costs
6. Educational Staff (e.g., Nurse Educator Position)
7. Program Development
8. Program Evaluation and Metrics

### Exhibit 1.E.4.

#### INTEGRATED APPROACH TO EDUCATION AND TRAINING

##### The Implementation Timeline:

1. In early 2015, the National LMP Co-chairs convened LMP learning experts from across the regions to conduct an inventory and assessment of current approaches to LMP learning to move toward an integrated system that supports sustained behavior change, partnership and performance.
2. The National LMP Co-chairs will make recommendations to the LMP Strategy Group at its annual fall meeting on how to advance this work.
3. In 2016, new learning modalities and approaches will be piloted for deployment across the program later that year.

Learning modalities can include: classroom training, interactive, online, one-on-one coaching, reinforcement through experience and feedback, social media, mobile applications, gaming and other motivational approaches.

## Exhibit 1.F.

### 2005 ATTENDANCE BTG REPORT, CONCEPT NO. 3, PAGES 20–23

#### BUDGETING, STAFFING AND SCHEDULING

**Concept 3:** Provide budgeting, staffing and scheduling at the unit level to ensure adequate backfill for time off.

#### Interests/Objectives

1. Provide backfill so employees are able to use leave benefits appropriately and take time off when requested.
2. Provide adequate staffing within the budget to cover the work operations and other work-related requirements.
3. Ensure forward-looking planning to anticipate and provide for future staffing needs.
4. Budget realistically to provide for all components of legitimate time off from work and apply those budget components as intended.
5. Accurately track requests for time off to provide managers and employees with transparent data on time off.

#### N. Approach:

##### Staffing Model

1. Each unit develops a unit-level staffing model (core staffing) that specifies the staffing needed to cover operations (refer to joint staffing language in the National Agreement). The model will include assumptions about productivity

and performance that reflect both historical experience and expectations of process improvements.

2. The model will include workload factors such as seasonal fluctuations.
3. The model will also include all time away from work and work-related assignments.
4. The staffing model identifies core staffing levels for various operating levels and identifies triggers for backfill based in part on service level metrics (e.g., if service levels fall below a certain defined point).
5. The model must account for specialized skills and hard-to-fill occupations.
6. There will be no automatic backfills: it will be based on the staffing model, which may specify different staffing coverage in different operating circumstances.
7. The staffing model will be reviewed on an annual basis and adjusted as needed.

##### Workforce Planning

1. Each unit will jointly develop an annual workforce plan to cover the staffing requirements defined in the staffing model.
2. The workforce plan will be reflected in the unit staff and backfill budget.
3. The plan will project staffing availability based on the current employees, contractual time off, actuarially-based illness and injury, and workforce demographics.



## SECTION 4

4. The plan will identify ways to cover short-term staffing needs such as full time, part time, on-call, overtime, float pool, cross-training, flexible assignments, etc., in a way that allows a relatively stable permanent workforce while striving for full workforce utilization.
5. The plan will also identify the need to recruit, train and develop employees to fill operational requirements in the future.

### Budgeting Process

1. At a regional level, the budgetary process will include a line item for backfill/replacement in each unit budget.
2. The process for developing the regional budget for backfill will include meaningful labor input and participation.
3. A replacement factor will be established as a multiple of the payroll budget that will be based on contractual time off (vacations, holidays, etc.), an actuarially-based projection of illness and injury, including FMLA projections based on previous years, and provision for other activities such as training, meetings and LMP projects.
4. The replacement factor may be adjusted by operating needs as reflected in the staffing model (i.e., replacement staff may not be needed in certain situations).

### Budgeting Illustration

Time-off Budget (per employee)	Days
Vacation (average)	20.0
Holidays	6.0
Personal days	3.0
Sick leave (average)	7.3
FMLA	1.8
Workers' Comp	0.9
Education/Training	5.0
Meetings (1 hour/week)	6.0
Projects/improvements (average)	2.0
<b>TOTAL:</b>	<b>52.0</b>

Total time off: 52 days / (52 weeks x 5 days = 260 days) = .20 or 20 percent

Discount (assuming replacement does not occur in 40 percent of cases due to workload, scheduling and flexibility):  
 $.20 \times .40 = .08$  or 8 percent

Net time-off factor for budget  
( $.20 - .08 = .12$ ) or 12 percent replacement factor

May need to adjust the factor if the unit chooses to backfill a significant percent of time off with higher-cost sources (overtime or temp agency) instead of permanent staff.

### Budget Line Items

Personnel	\$ 1,000,000
Benefits @ 42 percent	\$ 420,000
Backfill @ 12 percent	\$ 120,000
<b>Total Personnel Budget</b>	<b>\$ 1,540,000</b>

## **Innovative Work Schedules and Scheduling**

1. Local units should consider flexible work schedules to enhance the ability of the unit to provide scheduled time off. Examples of flexible work schedules include: flex scheduling, telecommuting, job sharing, etc. (See p. 11 of the National Agreement. This states “Respect for seniority and union jurisdiction, flexibility for employees’ personal needs... Flexibility in work scheduling, work assignments and other workplace practices.”).
2. Local units should consider self-scheduling concepts, including self-directed teams where work groups would have responsibilities and be allowed to schedule themselves to accomplish them within defined parameters.
3. Facilities should consider services, vouchers or referral services to help employees address family issues (e.g., child care or elder care).
3. Establish reporting of time-off data.
4. Complete and file time-off request reports at business-unit level.
5. Create monthly summaries of time off requested, taken and denied, and submit to Region to establish a region-wide view.
6. Consider limiting requests for denial data to those areas identified as high-absenteeism areas, as part of a specific intervention process.

### **Timeframe: Implement time-off reports by June 30, 2006**

#### **Long Term**

1. Integrate and automate time-off requests and approval/denial into scheduling and/or timekeeping systems.
2. Integrated systems will include reporting at a unit level to facilitate administration of time-off requests as well as roll-up reporting to regional and national levels.
3. Each employee will have access to their own time-off request and status tracking via a self-service system such as a website.

## **Tracking Time Off Requests**

### **Short Term**

1. Develop a basic system to capture data on requests for time off, approvals, denials and reasons for denials. The system may be a manual tracking sheet or a standalone computer application.
2. Use collected time-off data to set targets for time-off requests and to support scheduling.

### **Administering Time Off**

1. Within the staffing plan, management and employees will work together to provide the flexibility, including flexible work schedules, to allow time off. Time off will not be allowed to compromise operating goals such as quality, service levels or safety.

## SECTION 4

2. Management and labor will jointly develop a system for requesting and approving or denying time off that is prompt, fair and transparent.
3. Frontline management and labor will jointly develop targets for percentage of requested time off granted.
4. Using data from the tracking system, the unit will jointly monitor requests for time off and work together to correct shortfalls.

### Exhibit 1.F.3.

#### LETTER OF UNDERSTANDING REGARDING JOINT STAFFING

The parties commit to taking the following actions to implement joint staffing in Section 1.F. of the parties' National Agreement.

- » By January 2024, there will be a joint communication to all employees and managers covered by this Agreement providing a road map for joint staffing discussions. This will include timelines regarding the revision of business literacy training, region-appropriate information about budget timelines and expectations for joint staffing discussions.
- » By mid-Q3 2024, the parties will work together to revise and update the LMP business literacy training to ensure that it provides the information needed to support joint staffing discussions. The parties will jointly develop parameters regarding the audience and sequencing of the business literacy training. Management will identify the appropriate managers and Labor will identify the appropriate frontline employees to receive the training initially.
- » By the end of Q1 2025, the identified managers and frontline employees will receive the updated LMP business literacy training.
- » Additionally, as identified management and labor individuals in each UBT are trained, each UBT will have structured joint staffing and budget discussions, with all UBTs to have done so by August 2025, so that the unit-level staffing models and workforce plans generated from those discussions will be considered in the budget for fiscal year 2026. These discussions will be incorporated into the annual budgeting process going forward.
- » The parties will use the national oversight committee outlined in Section 1.F.3. to implement this agreement, and to discuss any issues related to this implementation, as well as any additional steps toward further integration the parties wish to take. By the end of Q4 2023, members of this committee will be identified, and this committee will convene no later than January 2024. The parties will meet biweekly for the first three months, and monthly after that until September 2027. The parties may meet more or less frequently by mutual agreement.
- » Nothing in this agreement waives any rights or obligations outlined in the National Agreement.

## Exhibit 1.H.2.a.

### CREATING A WORKPLACE CULTURE OF HEALTH



### Exhibit 1.H.5.

**May 22, 2003**

(Relevant section only)

#### MANDATORY OVERTIME DOCUMENTS

##### Applicable to all classifications.

It is the intent to discontinue the practice of scheduling/requiring mandatory overtime. Effective August 15, 2003, mandatory overtime will not be used except in a government-declared state of emergency. Even in a state of emergency, the facility/facilities will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime. The pre-implementation time will be used to assess practices and develop new scheduling processes to make the discontinuance of mandatory overtime possible.

Specifically, the parties will jointly review where the practice of mandatory overtime exists and work with department staff to develop procedures, processes and solutions to avoid this need in the future. At the end of the pre-implementation period, it is expected that joint processes/procedures will be in place to assure successful implementation of the elimination of mandatory overtime after August 15.

##### Mandatory Overtime – Principles and Tools

We have a mutual vision to make Kaiser Permanente the best place to work, as well as the best place to receive care. Through the Partnership, unions, management and employees are sharing responsibility, information and

decision making to improve the quality of care and service and enrich the work environment. The ability to rely on a stable schedule is fundamental to this equation and the parties have therefore committed to discontinue mandatory overtime practices. Our overall goal is to avoid the mandatory assignment of unwanted work time outside of schedule requirements of the posted position.

A recent review indicated that there are very few departments or units where the problems resulting in the need for mandatory assignments remain. As a result, the parties have jointly prepared the following principles and tools to assist those areas in problem solving the issues and achieving the goal.

##### Principles

- » There is value in achieving the goal.
- » Patient care is of utmost importance.
- » Stability in work schedules is of utmost importance.
- » Respecting personal responsibilities and lives contributes to overall morale and commitment.
- » Management, Union and Employees should work collaboratively to identify the underlying issues and seek solutions.
- » Problems should be approached in an interest-based manner.
- » If the problems creating the situation or solutions are beyond the control of the concerned department, the employees, union and management will prepare a joint summary of the problem(s) and potential temporary and long-term solutions.

## SECTION 4

- » For situations that are not resolved at the work-unit level, every region will establish a joint review and appropriate problem-solving (i.e., issue resolution) process that provides for escalation to the highest joint partnership body for the Region. Ultimate solutions will be crafted in conjunction with Senior Regional and Union Leadership.

### Tools

Departments/units needing assistance in achieving the goal are encouraged to use the following tools in problem solving:

- » Interest-Based Problem Solving
- » Mandatory Work Prevention Process developed by joint team in NCAL (attached)
- » Joint Staffing Processes
- » Root Cause Analyses

#### **Training: What do we need to do in terms of training in order to prevent mandatory overtime?**

1. Train managers/staffers, key partners and stakeholders in best practices of core staffing principles, including following contract language and use of tools such as ANSOS.
2. Expand current attendance education program information on mandatory overtime, covering topics such as prevention, staffing, appropriate use, etc.
3. Where appropriate and as needed to prevent mandatory overtime, provide skills training within common or overlapping occupational areas.
4. Implement manager training identified by workforce planning committee.

#### **Communication: What do we need to do in terms of communication to prevent mandatory overtime?**

1. Use LMP teams to communicate process, training and other aspects to prevent mandatory overtime.
2. Communicate the outcome of the Mandatory Work Prevention Process (MWPP). Collect data from staffing; then give data to LMP teams to communicate.

#### **Process: What a unit should do if mandatory work seems like it is required.**

1. Follow the MWPP as designed by your work group.
2. Evaluate what work could be postponed or prioritized for future time.
3. Read and follow your CONTRACT.
4. Start with the Volunteer List in Department to get someone to work.
5. If no volunteers, contact all available staff in Department and ask them to work.
6. If there are no department staff, ask trained (on duty) staff from other departments and/or facilities who have made themselves available.
7. WAEF (when all else fails)—be as creative and flexible as possible.
  - » Try creative solutions, i.e., sharing/splitting a shift among staff; ask day staff to stay over or ask night shift staff to come in early; offer to give someone another day off if they come in if that will help.

8. If creativity doesn't work, you can try outside registry.
9. If you are unsuccessful up to this point, re-evaluate need and make the decision, if you must, to initiate mandatory work per agreement.
10. Record and report mandatory work to appropriate parties per MWPP.
  - › Following your unit's plan, bring each episode of mandatory work to your decided-upon forum. Review why the mandatory work happened. Try to figure out how it could be prevented in the future. Identify issues and trends.
  - › Twice a year report to your facility LMP Committee a summary of each of your mandatory episode reviews.
11. Continue to seek volunteers to relieve mandated staff up until the shift starts.

## Next Steps

## Facilities

1. Each facility LMP committee should review this document and communicate the information to each department.
2. Each department in the facility should determine how they are going to prevent mandatory work in the future. They should share their ideas with the facility LMP Committee so good ideas can be communicated.
3. Each department should review the process described in packet and think about how they can be creative in the future.
4. Each department needs to decide on the forum or meeting that they will discuss episodes of mandatory work. Ideas could be: joint staffing meetings, department meetings, etc.
5. At least twice a year each department should send a report of its episodes of mandatory work, issues, ideas, solutions or trends. (Sample attached)
6. The facility LMP groups will monitor the episodes of mandatory work. Share good ideas, identify trends, maintain statistical information and work with those departments that continue to have mandatory work and their respective entity leadership to help prevent future mandatory work.

## Northern California Oversight

The LMP Northern California Oversight group will request the facility summaries of mandatory work at least once a year in order to identify Northern California trends, share best practices and influence the prevention (leading to the elimination) of mandatory work.

## Office of LMP

The office of the LMP will include the prevention, process and reporting of mandatory work in the ongoing development of Joint Staffing.

## Labor Management Steering Committee

Work with the appropriate HR and IT Systems staff to develop a timecard code and procedure to record mandatory work.

MANDATORY WORK REPORT									
Presented by: (Name of Facility) _____									
Kaiser Permanente Labor Management Partnership									
Name of Unit: _____ Date Submitted: _____									
Date Mandatory Work Required	# of Hours Required	Was it a		Why Did You Need Mandatory Work	Describe Your Process Before Requiring Mandatory Work	Summary of the Unit's Discussion of Mandatory Work	How Will You Prevent It In the Future	Is This a Trend?	Issues, Questions, Concerns, Needs or Comments
		Planned Need	Emergent Need						



## Exhibit I.J.5.

### INTEGRATED DISABILITY MANAGEMENT IMPLEMENTATION TIMELINE

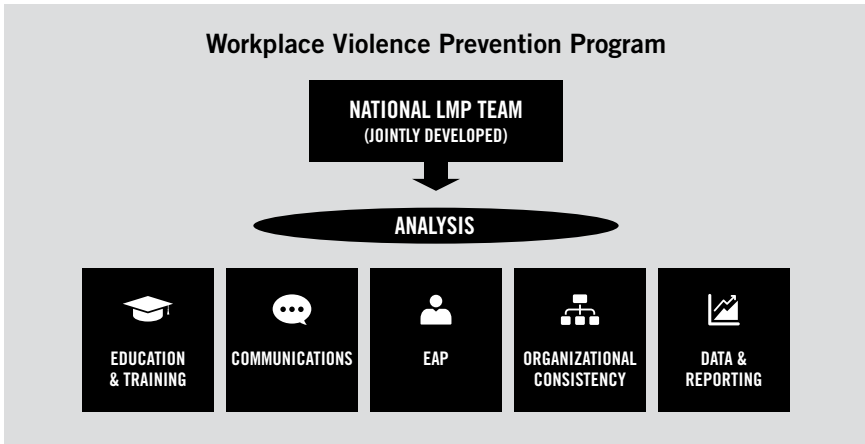
Joint evaluation of the implementation and effectiveness of the IDM program will begin by October 1, 2015. Recommendations will be completed by November 1, 2016. Changes will be implemented by November 1, 2017.

## Exhibit I.J.6.

### WORKPLACE VIOLENCE PREVENTION

#### The Implementation Timeline:

- » The Goal of the National LMP Team is to complete the analysis by September 30, 2016. If more time is needed to complete the analysis they will report the status of work and request additional time from the National LMP Co-chairs.
- » Initial recommendations shall be made by December 31, 2017, and shall include implementation dates.



#### Areas of Focus for the National Team:

- » Education and Training Focus:
  - › Catalog current trainings in the various forums;
  - › Spread successful practices and implement consistently; and
  - › Develop new trainings, as needed.

These trainings should address the various forms of violence in the workplace.

- » EAP Focus:
  - › Ensure EAP resources are consistent throughout all Regions;
  - › Identify inventory and make sure it is known throughout all the Regions; and

- › Identify other opportunities, such as sensitivity training regarding intentional and unintentional bullying.
- » Organizational Consistency Focus:
  - › Involve Labor, program-wide, in the Threat Management Team (TMT) process;
  - › Consistently implement TMT throughout all Regions; and
  - › Identify successful violence prevention practices (e.g., Green Blanket program, a violence prevention “toolkit” available to managers and frontline employees) and make recommendations to spread consistently throughout the Regions.
- » Data and Reporting Focus:
  - › Identify the opportunity for a single data flow reporting process on events identified for common reporting. Include collecting and analyzing data and trends, and developing strategies to address them.
- » Communication Focus:
  - › Develop a communication process which includes “Follow-Up” assurance with the originator of the concern or complaint; and
  - › Develop a communication strategy to increase awareness of violence prevention programs. For example: Annual Awareness week; a Resource Guide; etc.

## Exhibit 1.K.4

September 25, 2019 SIDE LETTER  
REGARDING SUBCONTRACTING  
AND OUTSOURCING

*Between*

KAISER FOUNDATION HEALTH PLAN/  
HOSPITALS, THE PERMANENTE  
MEDICAL GROUPS

*And*

THE COALITION OF KAISER  
PERMANENTE UNIONS, AFL-CIO

### Preamble

This Agreement is entered into by and between the Coalition of Kaiser Permanente Unions and the signatory Kaiser Permanente (KP) (together, the Parties), effective upon ratification.

### Section 1: Definitions

- a. Subcontracting.** Subcontracting is defined as the use of a third party to perform bargaining unit work that is currently performed by existing Coalition-represented employees within a Kaiser Permanente campus or facility.
- b. Outsourcing.** Outsourcing is defined as the use of a third party to perform work that would no longer be provided within a Kaiser Permanente campus or facility.
- c. Insourcing.** Internalizing work that was previously performed in the bargaining unit, or which is Union eligible, that has been outsourced, to be performed by bargaining unit employees.

## SECTION 4

- d. **Costs.** Capital expenditures, equipment, supplies and FTE efficiencies, but excluding the cost of wages and benefits.

### Section 2. Subcontracting

- a. During the term of this Agreement, Kaiser Permanente will not subcontract existing jobs and functions currently performed by Coalition-represented employees at any Kaiser Permanente campus or facility. This limitation does not apply to jobs or functions that are already being performed by a third party at the time of this Agreement.
- b. In addition, this limitation applies to the following categories, regardless of whether the work is performed at a Kaiser Permanente campus or facility:
1. Revenue Cycle functions, including but not limited to Medical Records, Medical Coding and Patient Billing
  2. Call Centers
  3. Virtual Visits, including those performed by LVNs and MAS
  4. Laboratory
  5. Home Health
  6. Pharmacy
- c. During the term of this Agreement, the parties agree to work together to achieve sufficient improvements in the process, efficiency, quality and productivity of Kaiser Permanente's departments as to negate the need

for subcontracting, and to maintain that level of performance thereafter.

### Section 3. Outsourcing

The parties also recognize that changes in technology, regulation, rapid development and escalation in business systems, processes, risk, and new and undefined competitors may give rise to Kaiser Permanente reconsidering the way some work is done. In circumstances not involving the categories in Section 2.b., Kaiser Permanente may choose to pursue outsourcing. The criteria below will be used by the Employer to determine whether the presumption against outsourcing has been overcome. In applying these criteria, Kaiser Permanente may consider costs, defined as capital expenditures, equipment, supplies and FTE efficiencies, but excluding the cost of wages and benefits.

1. The market, consumer demand or Kaiser Permanente's ability to compete requires that it gain access to a level of capabilities that cannot be developed or maintained in house.
2. Kaiser Permanente's current method of performing work is no longer competitive and it cannot make it competitive.
3. There is a significant business need to free internal resources for other purposes/priorities.
4. Outsourcing would enable Kaiser Permanente to improve its focus on its core business.

5. Management of security, compliance or other significant risk requires that an outside vendor manage a function.
6. Outsourcing would strengthen the company as a whole.

Consistent with the parties' previous agreements, the parties will consider the possibility of insourcing work that has previously been outsourced.

For the term of this Agreement, this Agreement shall replace the July 15, 2005, Memorandum of Understanding Regarding Sub-contracting.

#### **Section 4. Committee on Evolving Technology, Innovation, Automation and Competitive Forces**

The parties recognize that the rapid changes occurring in technology, automation and innovations are redefining work, business systems, processes, risk and, in many instances, how work is being done, and introducing new competitors into the market. These developments create opportunities that should be embraced and not feared. Looking forward, there is the opportunity for the parties to prepare their workforce and members for these future opportunities. In this regard, the parties agree to work toward building and ensuring the Kaiser Permanente workforce has the skills needed to lead and thrive as participants of the workforce of the future. By doing so, the parties seek to:

- » minimize job loss

- » ensure that the current and future workforce is prepared to provide high-quality, culturally competent, technically sound care and service
- » ensure the use of technology and innovation serves as an adjunct to the human judgment and compassionate care to KP members
- » ensure that Kaiser Permanente is looking forward at developments, projecting changes and defining the role of Kaiser Permanente employees and Coalition members in the evolving care system and workplace

The mandate of the Committee is to strategically plan, anticipate changes in work due to disruptions, and formulate plans to prepare and develop the Kaiser Permanente workforce for the future. The Committee will be charged with understanding competitive forces, communicating and developing solutions that seek to address the challenges, pressures and emerging trends that will affect the composition of the workforce in the future. The work of the Committee should include understanding the future implications of technology and competitive threats as they pertain to issues or functions related to Sections 2. and 3. above.

The Committee should begin meeting in early 2020 and shall issue no less than an annual report each year of this Agreement starting October 1, 2020. The expectation is that the reports of the Committee will be submitted to top-level leaders of Kaiser Permanente and the Coalition unions for their consideration.

## SECTION 4

### Section 5. Dispute Resolution

Disputes arising under this Agreement shall be resolved under Section 3.C..

### Section 6. Duration

This Agreement shall expire at midnight September 15, 2027, and have no further force or effect thereafter, and the

previous Exhibit 1.K.4. contained in the parties' 2015 National Agreement shall resume in effect. Upon its expiration, the Parties will review and assess the results of this Agreement for purposes of informing any further agreements they may wish to craft with regard to this subject.



## Exhibit 2.B.1.c.

### LETTER OF AGREEMENT PARENT MEDICAL COVERAGE

In accordance with Section 2.B.1.c. of the 2000 National Agreement, effective May 1, 2002, Kaiser Permanente will offer federally non-qualified group medical coverage to parents of employees represented by a National Partnership Union.

In order for an employee's parents to qualify for this coverage, the employee must be an active employee and be eligible for medical benefits, whether or not he or she actually enrolls in Health Plan coverage.

Benefits included in Parent Medical coverage are:

- » \$5 doctor's office visits
- » \$5 prescription drug coverage
- » Uncapped prescription drug benefit
- » \$5 hearing and vision exams
- » No charge for inpatient hospital care
- » No charge for lab tests and X-rays
- » No charge for allergy testing and treatment
- » \$25 Emergency department co-payment
- » No charge for approved ambulance services

Individuals who enroll in Parent Medical Coverage will be responsible for the entire amount of the premium for their coverage, as well as for any applicable co-payments and any Third Party Administrative fees. Kaiser Permanente will not subsidize any portion of the premiums.

## INTENT PARENT MEDICAL COVERAGE

In accordance with the 2000 National Agreement, effective May 1, 2002, Kaiser Permanente will offer federally non-qualified group medical coverage to parents of employees represented by a National Partnership Union.

### Eligibility

#### Eligible Employees

In order for an employee's parents to qualify for this coverage, the employee must be an active employee represented by a Kaiser Permanente National Partnership Union and be eligible for medical benefits, whether or not he or she actually enrolls in Health Plan coverage. An employee is also considered eligible if he or she retired from Kaiser Permanente as a member of a National Partnership Union between October 1, 2000, and March 1, 2002, in accordance with the provisions of his or her retirement plan.

#### Eligible Parents

The following are considered eligible parents and may enroll in Parent Medical Coverage as long as the employee through whom they claim coverage meets the eligibility requirements above:

- » Employee's natural parents.
- » Employee's stepparents, if still married to or widowed from employee's natural parent. Widowed stepparents who remarry will not be eligible for coverage.
- » A domestic partner of employee's parent. The domestic partner will be required to complete an Affidavit of Domestic Partnership.

## SECTION 4

- » Employee's spouse's or domestic partner's natural parents.
- » Employee's spouse's or domestic partner's stepparents, if still married to or widowed from spouse's or domestic partner's natural parent. Widowed stepparents who remarry will not be eligible for coverage.
- » A domestic partner of spouse's parent. The domestic partner will be required to complete an Affidavit of Domestic Partnership.

To be eligible, parents and parents-in-law must reside in the same region as the Partnership Union employee through whom coverage is being offered.

For the purposes of this plan, Northern California and Southern California will be considered separate regions.

Dependents of parents are not eligible for this coverage.

### Enrollment in Parent Medical Coverage

Enrollment for Parent Medical Coverage will only be allowed only during designated enrollment periods:

There will be an annual open enrollment period.

- » New employees will have 31 days from their date of hire to enroll their eligible parents. Coverage will be effective on the 1st of the month following enrollment.
- » Employees who have a change in eligibility status (e.g., change from a non-benefited to a benefited status, or a marriage or divorce) will have 31 days to enroll or disenroll parents from coverage.

Coverage will be effective on the 1st of the month following enrollment.

- » Employees and their eligible parents are required to fill out and return all necessary forms and provide any requested documentation prior to enrollment.
- » Each eligible parent must enroll separately. In addition, enrollees who are eligible for Medicare Parts A & B must submit a Senior Advantage enrollment form.
- » Parents may enroll outside of the open enrollment period if they move into the region, or become newly eligible for Medicare, within 31 days of the qualifying event.
- » Parents who disenroll from this coverage for any reason must wait until the next open enrollment period to re-enroll.

### Coverage Premiums

- » Coverage premiums are age-rated for all non-Medicare eligible parents. Premiums are subject to change annually.
- » Age-rated premiums will be charged based on subscriber's age on the date of enrollment. After the initial enrollment, age-related premium increases for subsequent years will be determined based on subscriber's age as of January 1 of that year.
- » Medicare-eligible enrollees in this plan will be pooled with other Medicare-eligible members in their region to determine premium rates.

- » Individuals who enroll in Parent Medical Coverage will be responsible for the entire amount of the premium for their coverage, as well as for any applicable co-payments and any Third Party Administrative fees.
- » Kaiser Permanente will not subsidize any portion of the premiums for this coverage.
- » Premium payments for coverage are made directly through the Third Party Administrator of the plan, currently Conexis.

### Coverage

Parent Medical Coverage is essentially the same in all regions in which Kaiser Foundation Health Plan medical services are available. However, there will be certain regional differences in how the Health Plan is administered, including differences in some co-payments, exclusions and limitations. Benefits included in Parent Medical Coverage are:

- » \$5 doctor's office visits
- » \$5 prescription drug coverage
- » Uncapped prescription drug benefit
- » \$5 hearing and vision exams
- » No charge for inpatient hospital care
- » No charge for lab tests and X-rays
- » No charge for allergy testing and treatment
- » \$25 Emergency department co-payment
- » No charge for approved ambulance services

There will be no exclusions for pre-existing conditions, and no medical review will be required.

Co-payments in the plan will be maintained at the current level to the extent that such co-payments are available in each region, as long as the plan maintains its "large group" status.

Medicare-eligible parents who are enrolled in Medicare Parts A and B and assign their benefits to Kaiser Permanente will be offered Senior Advantage or a similar Medicare Risk plan where available. In regions where there is no Medicare Risk plan, a Medicare Cost plan will be substituted. Parents who are enrolled in Medicare Part A only will receive the non-Medicare benefits, but may be eligible for reduced premiums.

In areas where Kaiser Permanente does not offer any Medicare plan, eligible parents may still enroll in the non-Medicare plan, and will pay the non-Medicare premiums, regardless of their participation in Medicare.

Coverage will be available in all regions in which Kaiser Foundation Health Plan medical services are offered and in which there are active National Partnership Union employees, including the Northern California and Southern California, Colorado and Mid-Atlantic States Regions. The Northwest Region will continue to offer its existing parent coverage plan, under the rules already established for that plan. National Partnership Union employees in Texas will not be eligible to enroll their parents in this plan, as there is no Kaiser Foundation Health Plan coverage available in that region.



## SECTION 4

### When Parents Lose Coverage

Coverage will end at the end of the month in which:

- » The employee through whom a parent claims benefits terminates prior to retirement, is no longer represented by a National Partnership Union, or is no longer eligible per the eligibility requirements above.
- » The parent no longer meets the eligibility requirements as stated in the “Eligible Parents” section above.
- » The employee and covered parent no longer reside in the same region. For the purposes of this plan, Northern California and Southern California are considered two separate regions.
- » Premiums for medical coverage are not paid.

Parents who are disenrolled from Parent Medical Coverage will be offered conversion to an individual plan.

### May 22, 2003

(Relevant section only)

### SPONSORED PARENT/ PARENT-IN-LAW GROUP

Applicable to parents and parents-in-law of all classifications.

Effective 1-1-03, parents and parents-in-law of Regular employees will be offered the opportunity to purchase the enhanced Senior Advantage health plan coverage at their own expense provided they are enrolled in Parts A and B of Medicare and meet the eligibility rules of the Senior Advantage health plan.

For those regions without a Sr. Advantage product, the Medicare product available in that Region will be offered.

The enrollment rules, eligibility and plan design (benefits and co-pays) will be consistent although not identical, (regional variation may apply) and will be reviewed by the Benefits Task Force (regional variation may apply). The Employer shall not be required to bargain over such changes. However, the Employer shall provide the unions with forty-five days’ notice of the nature and date of such changes.

Participants enrolled prior to 1-1-03 will be grandfathered under their current eligibility rules.

In the Northwest, the parties will resolve the issue as follows:

1. No new non-Medicare eligible will be admitted.
2. Rates for grandfathered group will be raised by the same percent the market increases annually plus an additional 25 percent annually toward closing the gap to market, with intent to reach market rates at year four.
3. New enrollees will be charged market rates.

## Exhibit 2.B.2.b.

### LIST OF LMP DEFINED-BENEFIT PLANS SPONSORED BY KAISER PERMANENTE

#### Plan Name

- » Kaiser Permanente Employees Pension Plan Supplement to the KPRP
- » Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP
- » Kaiser Permanente Northwest Pension Plan Supplement to KPRP
- » Kaiser Permanente Colorado Pension Plan Supplement to KPRP
- » Kaiser Permanente Mid-Atlantic Employees Pension Plan Supplement to KPRP
- » Kaiser Permanente Represented Employees Pension Plan Supplement to KPRP
- » Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP for SCPMG
- » Kaiser Permanente Represented Employees Pension Plan Supplement to Kaiser Permanente Employees Pension Plan for The Permanente Medical Group, Inc.
- » Kaiser Permanente Optometrists Retirement Plan
- » Kaiser Permanente Hawaii Employees Pension Plan Supplement to KPRP
- » Kaiser Permanente Employees Pension Plan for The Permanente Medical Group, Inc.
- » Kaiser Permanente Washington Defined Benefit Plan Supplement to KPRP (for grandfathered employees)



## SECTION 4

### ATTACHMENT TO LETTER OF AGREEMENT CONCERNING: 1.45 PERCENT MULTIPLIER

PLAN	UNION
<b>HAWAII</b>	
<b>Kaiser Permanente Hawaii Employees Pension Plan Supplement to KPRP*</b>	Office and Professional Employees International Union, Local 50, Hawaii Nurses Association, Registered Nurses Office and Professional Employees International Union, Local 50, Hawaii Nurses Association (Oahu Home Health Nurses)
<b>MID-ATLANTIC STATES</b>	
<b>Kaiser Permanente Mid-Atlantic Employees Pension Plan Supplement to KPRP*</b>	Office and Professional Employees International Union, Local 2, Clerical, Technical

\* Effective 1/1/20

This provision will supersede any contrary local collective bargaining agreements

**NOTE:** The term “supplement” in this exhibit refers to the fact that individual retirement plans, for example Kaiser Permanente Retirement Plan (KPRP), are filed with the federal government for each corporate entity (Kaiser Foundation Health Plan, Southern California Permanente Medical Group, etc.). These retirement plans are comprised of separate pieces of a larger pie. The separate pieces are the *supplements* to the overall retirement plans we file with the government under ERISA.



**1.45 PERCENT MULTIPLIER**

PLAN	UNION
<b>COLORADO</b>	
Kaiser Permanente Colorado Pension Plan Supplement to KPRP	Service Employees International Union, Local 105
<b>NORTHERN CALIFORNIA</b>	
Kaiser Permanente Employees Pension Plan Supplement to the KPRP	Service Employees International Union, United Healthcare Workers – West Office and Professional Employees International Union, Local 29 Service Employees International Union, United Healthcare Workers – West, Medical Social Workers
Kaiser Permanente Employees Pension Plan for The Permanente Medical Group, Inc.	Service Employees International Union, United Healthcare Workers – West Office and Professional Employees International Union, Local 29, Office Clerical Service Employees International Union, United Healthcare Workers – West, Medical Social Workers International Federation of Professional and Technical Engineers, Engineers and Scientists of California, Local 20, Clinical Laboratory Scientists International Federation of Professional and Technical Engineers, Engineers and Scientists of California, Local 20, Genetic Counselors and Genetic Counselor Coordinators
<b>NORTHWEST</b>	
Kaiser Permanente Northwest Pension Plan Supplement to KPRP	Service Employees International Union, Local 49

## SECTION 4

### 1.45 PERCENT MULTIPLIER continued

PLAN	UNION
<b>SOUTHERN CALIFORNIA</b>	
<b>Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP</b>	<p>Service Employees International Union, United Healthcare Workers – West</p> <p>Office and Professional Employees International Union, Local 30 (California Service Center)</p> <p>Office and Professional Employees International Union, Local 30</p> <p>Service Employees International Union, United Healthcare Workers – West, (Moreno Valley Community Hospital)</p> <p>Service Employees International Union, Local 121, Registered Nurses (Moreno Valley Community Hospital)</p>
<b>Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP for SCPMG</b>	<p>Service Employees International Union, United Healthcare Workers – West</p> <p>Office and Professional Employees International Union, Local 30</p>
<b>Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP for SCPMG (continued)</b>	<p>Service Employees International Union, United Healthcare Workers – West, (Moreno Valley Community Hospital)</p> <p>Service Employees International Union, Local 121, Registered Nurses (Moreno Valley Community Hospital)</p>

### 1.5 PERCENT MULTIPLIER

PLAN	UNION
<b>MULTIPLE REGIONS</b>	
<b>Kaiser Permanente Represented Employees Pension Plan Supplement to KPRP</b>	Service Employees International Union, United Healthcare Workers – Desktop Support Workers
	<b>NORTHERN CALIFORNIA</b> <p>Service Employees International Union, United Healthcare Workers – West, Registered Dietitians</p>
	<b>MID-ATLANTIC</b> <p>Office and Professional Employees International Union, Local 2, Optometrists and Pharmacists</p>

## 1.5 PERCENT MULTIPLIER continued

PLAN	UNION
<b>NORTHERN CALIFORNIA</b>	
<b>Kaiser Permanente Represented Employees Pension Plan Supplement to Kaiser Permanente Employees Pension Plan for The Permanente Medical Group, Inc.</b>	Service Employees International Union, United Healthcare Workers – West, Registered Dietitians
<b>Kaiser Permanente Optometrists Retirement Plan</b>	International Federation of Professional and Technical Engineers, Engineers and Scientists of California, Local 20, Optometrists and Optometric Assistants

## OTHER FORMULA

PLAN	UNION
<b>WASHINGTON</b>	
<b>Kaiser Permanente Washington Defined Benefit Plan Supplement to KPRP*</b>	SEIU Healthcare 1199NW, Service Unit SEIU Healthcare 1199NW, Physical and Occupational Therapists SEIU Healthcare 1199NW, Registered Nurses/Advanced Registered Nurse Practitioners Social Workers Employee Association, Affiliated with SEIU Healthcare 1199NW Office and Professional Employees International Union, Local 8

\* Grandfathered only for employees not covered by Section 2.B.2.a.

## SECTION 4

**May 22, 2003**

(Relevant section only)

### PENSION

Effective March 1, 2003, for pension plans of employees covered by agreements of Partner unions that currently provide for a defined-benefit plan with a multiplier of 1.4 percent FAP, the FAP multiplier will increase to 1.45 percent. This multiplier will apply to all years of service. In addition, 1,800 hours will be considered a year of Credited Service under these plans for pension calculation purposes. This new Credited Service hours definition will be effective beginning with the 2003 calendar year.

In the Northwest, effective March 1, 2003, for OFN/ONA RNs, OFN-Hygienists and Technical employees who have a defined-contribution plan only, the improvement described above will apply prospectively only.

In the Northwest, effective March 1, 2003, the employer contribution to the defined-contribution plan will be changed as follows: 1 percent for OFN-Hygienists and Technical employees and 1.5 percent for OFN/ONA RNs. The employer contribution for Local 49 will be maintained.

In Northern California, effective March 1, 2003, Clinical Lab Scientists, Local 20 may move to KPEP as modified by the agreement with no recognition of past service, and the employer contribution to the 401(k) plan will cease.

It is understood that where pension plans are moving from a defined-contribution

plan to a defined-benefit plan, such is subject to ratification of the bargaining unit.

### LETTER OF AGREEMENT EARLY REDUCTION FACTORS

In accordance with the Common Retirement Plan provisions of the 2000 National Agreement (Section 2.B.2.b.), the undersigned constituted a Labor Management Partnership Committee to consider changes in the early reduction factors for the defined-benefit pension plans. After consideration, the committee agreed to change early reduction factors used in calculating pension benefits from an actuarial reduction based on age to a standard 5 percent reduction per year for National Agreement signatory unions.

The new early reduction factors are effective immediately, and will be retroactively applied to participants who take either Early Retirement or Disability Retirement on or after January 1, 2002. This agreement applies to all sponsoring employers of Kaiser Permanente pension plans covering members of Partnership unions listed in the attachment, Section A. Plans will be amended to reflect the new early reduction factors.

In addition, the Committee agrees that employees covered by the National Agreement who are reflected in the attachment, Section B, who as such are currently in a pension plan that provides early reduction factors equal to or higher than the new minimum, shall maintain their current early reduction factors.

Finally, the Committee agrees that pension benefits will be recalculated, and corrective payments made to National Partnership

Union members who have taken Early Retirement or Disability Retirement and have received a distribution from their

Kaiser Permanente defined-benefit pension plan between the effective date of the change and the present.

## ATTACHMENT TO LETTER OF AGREEMENT CONCERNING EARLY REDUCTION FACTORS

PLAN EARLY RETIREMENT FACTORS			
Age	5% Method	Age	5% Method
55	50	60	75
56	55	61	80
57	60	62	85
58	65	63	90
59	70	64	95

PLAN	UNION
NORTHERN CALIFORNIA	
<b>Kaiser Permanente Employees Pension Plan Supplement to the KPRP</b>	Service Employees International Union, United Healthcare Workers – West  Office and Professional Employees International Union, Local 29  Service Employees International Union, United Healthcare Workers – West, Medical Social Workers
<b>Kaiser Permanente Employees Pension Plan for The Permanente Medical Group, Inc.</b>	Service Employees International Union, United Healthcare Workers – West  Office and Professional Employees International Union, Local 29, Office Clerical  Service Employees International Union, United Healthcare Workers – West, Medical Social Workers  International Federation of Professional and Technical Engineers, Engineers and Scientists of California, Local 20, Clinical Laboratory Scientists  International Federation of Professional and Technical Engineers, Engineers and Scientists of California, Local 20, Genetic Counselors and Genetic Counselor Coordinators
<b>Kaiser Permanente Optometrists Retirement Plan</b>	International Federation of Professional and Technical Engineers, Engineers and Scientists of California, Local 20, Optometrists and Optometric Assistants



## SECTION 4

### ATTACHMENT TO LETTER OF AGREEMENT CONCERNING EARLY REDUCTION FACTORS continued

PLAN	UNION
<b>NORTHWEST</b>	
Kaiser Permanente Northwest Pension Plan Supplement to KPRP	Service Employees International Union, Local 49
<b>SOUTHERN CALIFORNIA</b>	
Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP	<p>Service Employees International Union, United Healthcare Workers – West</p> <p>Office and Professional Employees International Union, Local 30 (California Service Center)</p> <p>Office and Professional Employees International Union, Local 30</p> <p>Service Employees International Union, United Healthcare Workers – West, (Moreno Valley Community Hospital)</p> <p>Service Employees International Union, Local 121, Registered Nurses (Moreno Valley Community Hospital)</p>
<b>SOUTHERN CALIFORNIA</b>	
Kaiser Permanente Southern California Employees Pension Plan Supplement to KPRP for SCPMG	<p>Service Employees International Union, United Healthcare Workers – West</p> <p>Office and Professional Employees International Union, Local 30</p> <p>Service Employees International Union, United Healthcare Workers – West, (Moreno Valley Community Hospital)</p> <p>Service Employees International Union, Local 121, Registered Nurses (Moreno Valley Community Hospital)</p>

# ATTACHMENT TO LETTER OF AGREEMENT CONCERNING EARLY REDUCTION FACTORS continued

PLAN	UNION
<b>COLORADO</b>	
Kaiser Permanente Colorado Pension Plan Supplement to KPRP	Service Employees International Union, Local 105
<b>MID-ATLANTIC STATES</b>	
Kaiser Permanente Mid-Atlantic Employees Pension Plan Supplement to KPRP	Office and Professional Employees International Union, Local 2, Clerical, Technical

**NOTE:** The term “supplement” in this exhibit refers to the fact that individual retirement plans, for example Kaiser Permanente Retirement Plan (KPRP), are filed with the federal government for each corporate entity (Kaiser Foundation Health Plan, Southern California Permanente Medical Group, etc.). These retirement plans are comprised of separate pieces of a larger pie. The separate pieces are the *supplements* to the overall retirement plans we file with the government under ERISA.



## SECTION 4

### ATTACHMENT TO LETTER OF AGREEMENT CONCERNING EARLY REDUCTION FACTORS continued

PLAN EARLY RETIREMENT FACTORS			
Age	3% and 5% Method	Age	3% and 5% Method
55	60	60	85
56	65	61	88
57	70	62	91
58	75	63	94
59	80	64	97

PLAN	UNION
MULTIPLE REGIONS	
Kaiser Permanente Represented Employees Pension Plan Supplement to KPRP	Service Employees International Union, United Healthcare Workers – Desktop Workers
	<b>NORTHERN CALIFORNIA</b> Service Employees International Union, United Healthcare Workers – West, Registered Dietitians
	<b>MID-ATLANTIC</b> Office and Professional Employees International Union, Local 2, Optometrists and Pharmacists
NORTHERN CALIFORNIA	
Kaiser Permanente Represented Employees Pension Plan Supplement to Kaiser Permanente Employees Pension Plan for The Permanente Medical Group, Inc.	Service Employees International Union, United Healthcare Workers – West, Registered Dietitians

## ATTACHMENT TO LETTER OF AGREEMENT CONCERNING EARLY REDUCTION FACTORS continued

PLAN EARLY RETIREMENT FACTORS			
Age	6 % Method	Age	6% Method
55	42.39	60	63.82
56	45.88	61	69.57
57	49.73	62	75.96
58	53.96	63	83.09
59	58.64	64	91.06

PLAN	UNION
<b>HAWAII</b>	
Kaiser Permanente Hawaii Employees Pension Plan Supplement to KPRP	Office and Professional Employees International Union, Local 50, Hawaii Nurses Association, Registered Nurses  Office and Professional Employees International Union, Local 50, Hawaii Nurses Association (Oahu Home Health Nurses)

### Exhibit 2.B.2.g.

#### RETIREE MEDICAL BENEFITS – BASE ELIGIBILITY

LOCAL UNION/BARGAINING GROUP	BASE ELIGIBILITY PRM	BASE PRM BENEFIT
<b>MULTIPLE REGIONS</b>		
SEIU IT Desktop Support Workers	55 & 15 Eligible for active med on term date	KPSA Mid-level group plan w/ Supplemental Medical OR PPO plan
<b>NORTHERN CALIFORNIA</b>		
UHW Registered Dietitians	55 & 15 Eligible for active med on term date	KPSA High-level group plan w/ Supplemental Medical OR PPO plan
IFPTE Local 20 Clinical Lab Scientists, Genetic Counselors; OPEIU Local 29 Clerical, United Healthcare Workers- West (UHW) (Northern California)	55 & 15 or Disability & 15 YOS Eligible for active med on term date	KPSA group plan OR Alternate Medical

## SECTION 4

### RETIREE MEDICAL BENEFITS – BASE ELIGIBILITY continued

LOCAL UNION/BARGAINING GROUP	BASE ELIGIBILITY PRM	BASE PRM BENEFIT
<b>NORTHERN CALIFORNIA</b>		
IFPTE L20 Optometrists UHW Medical Social Workers	55 & 15 or Disability & 15 YOS  Eligible for active med on term date	KPSA group plan w/ Supplemental Medical
UHW Health Educators	55 & 15 or Disability & 15 YOS  Eligible for active med on term date	KPSA Mid-level group plan OR Alternate Med
<b>SOUTHERN CALIFORNIA</b>		
OPEIU L30 Clerical & CSC	55 & 15 or Disability & 10 YOS	KPSA group plan
United Healthcare Workers-West (UHW) (Southern California); SEIU L121 RN & UHW Moreno Valley Community Hospital	55 & 15 or Disability & 10 YOS  Eligible for active med on term date	KPSA group plan
<b>COLORADO</b>		
SEIU Local 105	55 & 15 or Disability & 10 YOS  Eligible for active med on term date	KPSA Mid-level group plan w/ Supplemental Medical
<b>HAWAII</b>		
Hawaii Nurses Association (HNA) Oahu Home Health Care (HNA)	55 & 15  Eligible for active med on term date	KPSA group plan

**RETIREE MEDICAL BENEFITS – BASE ELIGIBILITY** continued

LOCAL UNION/ BARGAINING GROUP	BASE ELIGIBILITY PRM	BASE PRM BENEFIT
<b>MID-ATLANTIC STATES</b>		
<b>OPEIU Local 2, Clerical, Technical</b>	55 & 15 Eligible for active med on term date	KFHP Individual plan
<b>OPEIU Local 2 Optometrists and Pharmacists</b>	55 & 15 Eligible for active med on term date	KFHP Individual plan
<b>NORTHWEST</b>		
<b>SEIU L49 Health Care Workers</b>	55 & 15 or age & svc = 75 w/15 YOS or Disability & 15 YOS Enrolled in medical on term date	KPSA group plan

**DEPENDENT ELIGIBILITY NOTE** – All groups are “same as active” except:

- » HNA RN and Oahu Home Health units – must be eligible on term date
- » SEIU L49, must be enrolled dependent on term date – cannot add dependents after retirement
- » OPEIU Local 2 Optometrists and Pharmacists – Same as active if retire on or after 10/1/2015

LOCAL UNION/ BARGAINING GROUP	BASE ELIGIBILITY PRM
<b>WASHINGTON</b>	
<b>SEIU Healthcare 1199NW, Service Unit</b>	55 & 15
<b>SEIU Healthcare 1199NW, Physical and Occupational Therapists</b>	
<b>SEIU Healthcare 1199NW, Registered Nurses/Advanced Registered Nurse Practitioners</b>	
<b>Social Workers Employee Association, Affiliated with SEIU Healthcare 1199NW</b>	
<b>Office and Professional Employees International Union, Local 8</b>	

**Exhibit 2.B.3.d.****GENERAL DESCRIPTION OF  
DISABILITY PLAN BENEFIT LEVELS****Section 26 – Income Protection/  
Extended Income Protection**

**980** Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan. The benefit amount will be equal to either fifty (50 percent) percent of base wages, sixty (60 percent) percent if integrated with a statutory plan (i.e., State Disability Insurance, Workers' Compensation, etc.), or seventy (70 percent) percent if the employee is on an approved rehabilitation program. If the employee is part-time, the benefits will be prorated according to the employee's scheduled hours. The minimum integrated benefit (prorated for part-time employees) provided by the program during the first (1st) year of disability will not be less than one-thousand (\$1,000.00) dollars per month.

**981** Section 27 – Eligibility for Income Protection or Extended Income Protection

**982** Eligibility for Income Protection or Extended Income Protection is based on length of service.

**983** Section 28 –  
Income Protection Benefit

**984** This benefit is provided to employees with less than two (2) years of service. Employees will receive a benefit commencing at the latter of exhaustion of Sick Leave or according

to SDI guidelines (i.e., the first (1st) day of hospitalization, eighth (8th) day of illness/injury), and will continue for up to one (1) year from the date of disability with continued medical certification.

**985** Section 29 –  
Extended Income Protection Benefit

**986** This benefit is provided to employees with two (2) or more years of service. Employees will receive a benefit commencing at the latter of exhaustion of Sick Leave or three (3) months from the date of disability, and will continue for up to five (5) years from the date of disability with continued medical certification. Benefits due to psychological-related disabilities and alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability. The Duration of Benefits Schedule will apply to employees age sixty (60) or over who become disabled while eligible for this program.

**Exhibit 2.B.3.e.****KPWA — TRANSITION TO  
PARTNERSHIP**

Effective October 1, 2021, the Subcontracting and Joint Staffing and Planned Replacement provisions of the National Agreement shall apply to the Office and Professional Employees International Union (OPEIU) Local 8 and the Service Employees International Union (SEIU) 1199NW bargaining units.

Effective upon ratification of the National Agreement:

- » SEIU will meet with KPWA within 90 days to discuss how the parties will apply the Employment Income and Security Agreement (EISA) locally.
- » Before any application of EISA, KPWA and OPEIU will meet regarding proposed business decisions and their impact to members.

The Parties acknowledge and agree that KPWA, SEIU and OPEIU jointly reject the following provisions and agree to maintain local contract language and policies with respect to these issues:

- » Total Health (Sections 1.H.1., 1.H.2.a.–d.)
- » Flu Prevention (Section 1.I.2.)
- » Options for Unused Annual Sick Leave (Section 1.C.3.c.)
- » Time-off Benefit Enhancement, excluding HRA (Section 1.C.3.c.)
- » Medical Benefits (Section 2.B.1.)
- » Defined-Benefit Retirement Plan (Section 2.B.2.b.)
- » Other Benefits (Section 2.B.3.a., c.–e.)
- » Dental Benefit (Section 2.B.3.f.)
- » Orthodontia (Section 2.B.3.f.)

## Exhibit 3.A

### RETIREE VOLUNTARY PENSION CHECK-OFF

1. The Employer agrees to set up a method for Kaiser Permanente retirees who were covered by a Union collective bargaining agreement to voluntarily request membership dues for the Union be deducted from the employee's monthly pension payments following proper distribution from the Employer's plan.
2. The deduction program will be created as soon as practicable, with a goal of making it available for use commencing in January 2020. The Employer shall not unreasonably delay the implementation of the deduction.
3. To commence such deductions, a retiree must submit a signed written form to be mutually agreed upon by the Employer and the Union, and acceptable to the recordkeeper and trustee for administration purposes.
4. The Union will hold the Employer harmless against any claim that may be made by any person by reason of the deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this provision.







## SECTION 4

### Exhibit 3.C

#### DISPUTE RESOLUTION FORM

This Dispute Resolution Form will be used in accordance with the Mutual Review and Resolution Processes under Section 3.C. of the National Agreement.

 <b>2023 Coalition National Agreement Dispute Resolution Form</b>			 KAISER PERMANENTE	 LABOR MANAGEMENT PARTNERSHIP	 COALITION OF LABOR UNIONS
Date dispute filed:	Date of alleged violation:	Date filing party became aware of alleged violation:			
<input type="text"/>	<input type="text"/>	<input type="text"/>			
Section(s) of national agreement allegedly violated:					
<input type="text"/>					
Statement of facts of the alleged violation:					
<input type="text"/>					
Parties impacted (individuals, department, service line, region, etc.):					
<input type="text"/>					
<b>Witnesses knowledgeable of facts (labor and management)</b>					
Name(s) and contact information:					
<input type="text"/>					
<input type="checkbox"/> There is additional documentation related to this dispute (if so, please check and attach)		Dates the parties attempted to resolve the dispute:			
<input type="text"/>		<input type="text"/>			
<b>Latest attempt to reach consensus and resolution, if applicable</b>					
Labor's potential solution (include date):			Management's potential solution (include date):		
<input type="text"/>			<input type="text"/>		
Disputing party's requested remedy:					
<input type="text"/>					

This form can be accessed at: [lmpartnership.org/tools/2023-coalition-national-agreement-dispute-resolution-form](https://lmpartnership.org/tools/2023-coalition-national-agreement-dispute-resolution-form)

## Exhibit 3.D

### KAISER PERMANENTE AND COALITION OF KAISER PERMANENTE UNIONS REMOTE WORK AGREEMENT

**October 2, 2023**

The Agreement will be entered into between Kaiser Permanente (Employer or KP) and the Coalition of Kaiser Permanente Unions (CKPU) on behalf of all Coalition-represented employees.

Kaiser Permanente and the Coalition of Kaiser Permanente Unions recognize the benefits to employees working in a remote or hybrid work status as an alternate way of performing their daily work. The Employer and the union understand operations may require a transition to or from a remote or hybrid status. The parties agree to the following terms for jobs identified as remote or hybrid:

1. A remote status employee is defined as an employee whose authorized regular scheduled daily work location is a non-designated KP workplace, site or building (example: employee's home).
2. A hybrid status employee is defined as an employee whose regularly scheduled daily work locations are a combination of a predetermined KP workplace, site or building and a non-designated KP workplace, site or building (example: employee's home).
3. Hybrid employees will have a designated schedule that identifies the days they report to their KP designated worksite, consistent with the collective bargaining agreements.
4. Every remote and hybrid status employee will have a current and fully executed individual telecommuting agreement on file and it will be reconfirmed annually.
5. All terms of the Local Collective Bargaining Agreements, the National Agreement and any executed agreements will apply to remote and hybrid status employees. If the terms of the Employer's telecommuting policy, or policies referenced therein, conflict with this Agreement, the terms of this Agreement prevail.
6. Hybrid and remote work options for departments and classifications will be reviewed with the local union before implementation. The parties recognize that there may be specific interests and requirements that are not covered by this agreement. Any unique circumstances to a facility/department will be reviewed and negotiated with the local union at the local level.
7. Productivity, quotas or metric requirements will be the same as those for all employees in the department/classification; i.e., all performance requirements for remote, hybrid or onsite workers will be applied to all employees within that department/classification.

## SECTION 4

8. The Employer will provide all necessary equipment and supplies to perform the employee's work, classification and other related job needs.
9. Any condition that prevents a remote or hybrid employee from performing their work duties (e.g., power or internet outage, equipment malfunctions, etc.) must be reported immediately to the employee's manager. Employees may be asked to come into the office depending on the circumstances. In advance of such circumstances, the management and union will predetermine and develop the options for completion of work.
10. If the remote or hybrid employee is called to the workplace for issues such as equipment upgrades or meetings, the employee will be given two (2) weeks' notice, except in emergent circumstances.
11. The employer will provide a \$50.00 monthly reimbursement for home internet and a \$20.00 monthly reimbursement for personal phone use.
12. Remote and hybrid status employees will be expected to work their standard schedules/shifts.
13. Remote and hybrid status employees will not be used for onsite routine backfill. If extraordinary circumstances arise that impact access, safety or quality of care, the local union and manager will make their best efforts to jointly create a staffing solution.
14. Remote and hybrid employees will be paid for travel time to the extent the employee is required to travel to any KP workplace, including the designated KP workplace, after the employee has already begun working their shift.
15. Workers' compensation rights and benefits will apply to job-related injuries that occur at a remote workplace during an employee's working hours.
16. The employer will provide a minimum 60-day notice to the affected employees and the local union to change the work status of a remote or hybrid employee or department. The employer will negotiate with the local union over the impact of the change. Prior agreements that require a longer timeframe will be honored.
17. If an operational change that results in the permanent revocation of remote work status occurs, all affected employees will be given 60 days' notice of the change.

For any affected employee who has been working remotely for five (5) years or more and is unable or unwilling to return to their designated KP worksite, the employee will notify the employer in writing prior to the expiration of the sixty (60)-day notice. Upon notification of the employee's decision not to return onsite, the employee may continue working remotely for ninety (90) additional days. During the ninety (90)-day period the employee will be

granted 50% of their weekly work schedule off with pay to pursue a replacement position or training and educational opportunities that may assist them in qualifying for an alternative remote status position. The days and hours the employee is relieved from work will be developed by the manager, with input from the employee, and based on the department's operational need. Existing health plan and dental plan benefits in accordance with the Collective Bargaining Agreement will continue at the employer's expense during the ninety (90)-day period. If the employee has not secured an alternative position within the ninety days (90), the employee will have the opportunity to resign; absent a resignation, they will be terminated at the end of the additional ninety (90) days. The employee's medical and dental coverage will cease on the last day of the month in which they resign. Employees terminated at the end of the 90-day period are not eligible for any additional bargained separation payments or benefits.

### **Jobs Posted as Remote or Hybrid**

18. If jobs are posted with remote or hybrid status requirements, they will be clearly identified as such in the job posting and include the designated Kaiser Permanente location with which the posted job is associated.

### **Jobs that Transition to Remote or Hybrid**

19. Employees cannot be forced to work in a remote or hybrid status. In instances where a department or work unit has a need to transition its employees to remote or hybrid work status, the Employer will notify the union and the parties will meet and bargain the impact.
20. All employees in an identified department or classifications where remote or hybrid work becomes an option will be offered the opportunity in seniority order.
21. All employees will continue to work the schedule indicated on their current job posting and in accordance with all the Local Collective Bargaining Agreements.
22. Employees who volunteer to work a remote or hybrid status can return to work in a designated KP worksite by giving the Employer a thirty (30)-day notice. The Employer, the local union and the employee will meet to discuss the transition plan and identify the KP worksite to which the employee will be assigned. If an emergent situation arises that would require less than thirty (30) days' notice, the Employer will meet with the employee and the local union to make best efforts to reasonably assist a more immediate transition.

NOTE: All notice periods above are measured in calendar days.

## SECTION 4

### Exhibit 3.E

#### LOCAL UNION AGREEMENTS

International Union	Local Union	Group	Region	Bargaining Unit	Extended Expiration Date
SEIU	SEIU L49	2	Northwest	Clerical/ Service	9/30/27
SEIU	UHW – West	2	Southern California	Moreno Valley	9/30/27
SEIU	L121 RN	2	Southern California	RN	11/02/27
OPEIU	OPEIU L30	2	Southern California	Clerical	7/1/27
OPEIU	OPEIU L2	2	Mid-Atlantic States	Professional	9/24/27
SEIU	SEIU L105	2	Colorado	Health Care Worker	9/30/27
SEIU	UHW – West	2	Northern California	MSW	9/30/27
SEIU	UHW – West	2	Northern California/ Southern California	Health Care Worker/ IT Workers	9/30/27
IFPTE	IFPTE L20	2	Northern California	Genetic Counselor and Genetic Counselor Coordinator	9/30/27
SEIU	SEIU L1199NW	2	Washington	OT/PT	9/30/27
SEIU	SEIU L1199NW	2	Washington	RN/ANRP	9/30/27
SEIU	SEIU L1199NW	2	Washington	Service Unit	9/30/27
OPEIU	OPEIU L29	2	Northern California	Clerical/ Technical	11/3/27
OPEIU	OPEIU L50	2	Hawaii	RN	12/31/27
OPEIU	OPEIU L2	2	Mid-Atlantic States	Clerical/Technical	12/15/27
IFPTE	IFPTE L20	2	Northern California	Clinical Lab Scientist	12/29/27
IFPTE	IFPTE L20	2	Northern California	Optometrist/ Optometric Assistant	12/29/27
IFPTE	IFPTE L20	2	Northern California	Home Health Therapists Unit	10/31/27
OPEIU	OPEIU L8	3	Washington	Administrative/Clerical	3/31/27
OPEIU	OPEIU L30	3	Southern California	California Service Center	10/1/27

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NOTES

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