

AGREEMENT

BETWEEN

**KAISER FOUNDATION HEALTH PLAN
OF GEORGIA, INC.**

AND

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1996**

**Effective Date :
October 1, 2005,
Through
September 30, 2010**

Kaiser Foundation Health Plan of Georgia, Inc.
United Food and Commercial Workers Union, Local 1996

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**Kaiser Foundation Health Plan of Georgia, Inc./
United Food and Commercial Workers Union, Local 1996**

PREAMBLE

This Agreement is entered into on October 1, 2005, between the Kaiser Foundation Health Plan of Georgia, Inc. (the "Employer") and the United Food and Commercial Workers Union, Local 1996 (the "Union").

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for its employees in two bargaining units which have been designated as the Professional Unit and the Technical/Clerical Unit for its facilities in the Georgia Region.

All regular employees (regularly scheduled for 20 plus hours per week), short-hour employees (regularly scheduled for less than 20 hours per week), and PRN employees (scheduled to work on an intermittent basis with no guarantee of scheduled hours) in the Professional and Technical/Clerical Units involved in the delivery of patient care (see Appendix I for a list of job titles represented in each unit).

Excluded are all other employees in the Employer's Administrative Departments located at Piedmont Center, 3495 Piedmont Road, Atlanta, and the Interchange Building, 5780 Peachtree Dunwoody Road, Atlanta, administrative support staff for Medical Office Administration, all other non-professional and professional employees, confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act.

ARTICLE 2. DAYS AND HOURS OF EMPLOYMENT

Section 2.1. Scope

The purpose of this Article is to define the normal days and hours of employment and shall not be construed as a guarantee of days and hours of employment.

Section 2.2 Definitions

A. 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.

B. 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.

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

D. The term "normal work week," for regular full-time employees as used in this Agreement, shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour work days followed by two (2) consecutive days of rest. It is understood that other schedules exist currently and/or may be created in the future.

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

Section 2.3 Work Schedules

A. The Employer will avoid scheduling employees over their assigned FTE on an on-going 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 or days worked.

B. In the event the Employer deems it necessary to change regular hours and/or days of Operation on an on-going basis, the Union will first be notified of the change, unless circumstances are such that to give notice in advance would interfere with orderly operations. If so requested, the Employer agrees to discuss with the Union the impact of the changes on employees, and to apply the principles of seniority to the qualified employees involved.

C. The Employer agrees to post a work schedule (prepared in ink) of the work hours for all employees in a conspicuous place within the appropriate department. The work schedule shall include the employee's name, starting and finishing times and days off. The Employer shall normally post the work schedule four (4) weeks in advance for the employees scheduled to see patients and two (2) weeks in advance for all other employees. Any changes to the schedule of an employee shall not be made later than 12:00 noon on Friday of the preceding week, subject to unforeseen staffing requirements.

D. The Employer maintains on file a PRN staff policy. Prior to any changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

E. An exempt bargaining unit employee will not work more than 12 hours per day or 50 hours per week unless:

1. It is mutually agreed to in advance by the employee and manager
2. There is advance notification of the Union and Human Resources except in an emergent situation where notification will be made as soon as possible.

F. Operational Flexibility Scheduling Process:

The Employer will proactively review team/module schedules and staffing ratios to identify temporary situations where backfill/replacement needs and surplus staff exist. The reassignment of such staff maybe necessary in order to meet operational needs. The process for reassignment will be as follows:

SAME DAY NEEDS

- Volunteers will be sought from the team/module(s) where the temporary surplus exist. In the event there are multiple volunteers, seniority will be the deciding factor.
- If there are no volunteers, the staffing request will be submitted to Supplemental Staffing by the Department Administrator. At this point Supplemental Staff will not utilize agency support or reassign previously assigned Supplemental Staff members.
- If Supplemental Staffing is unable to fill request, then reassignment of staff within the team/module(s) where the surplus exist will be accomplished by inverse seniority (excluding staff members on probation).

*Should reassignment of the impacted employee present undue hardship, the reassignment will go to the next person on the inverse seniority list. If an employee is unable to fulfill his/her reassignment the employee will remain first on the inverse seniority list for the next reassignment need.

2ND DAY REQUEST FOR SAME DAY INCIDENT AND/OR ALL OTHERS

- First choice shall be given to the staff member who provided the "Same Day" coverage.
- If declined, volunteers will be sought within team/module(s) where the surplus exist. In the event there are multiple volunteers, seniority will be the deciding factor.
- If there are no volunteers, the request is submitted to Supplemental Staffing. At this point Supplemental Staff will not utilize agency support or reassign previously assigned Supplemental Staff members.
- If Supplemental Staff is unable to fill request, then reassignment of staff within the team/module(s) where the surplus exist will be accomplished by inverse seniority (excluding staff members on probation).

*Should reassignment of the impacted employee present undue hardship, the reassignment will go to the next person on the inverse seniority list. If an employee is unable to fulfill his/her reassignment the employee will remain first on the inverse seniority list for the next reassignment need.

TRAVEL REIMBURSEMENT

All reassigned staff will be eligible for mileage reimbursement. Mileage will be paid in accordance with the current policy. Should inverse seniority apply, the maximum geographic radius an employee would be required to travel from his/her home facility will be 35 miles one way. Volunteers will not be limited to the 35 mile travel radius. For distances traveled greater than 20 miles, all employees will be paid a 10% differential in addition to mileage reimbursement, regardless of the reassignment being voluntary or by inverse seniority.

JOINT REVIEW COMMITTEE

If inverse seniority is exercised, documentation will be sent to a joint labor and management review committee. The committee will consist of 2 primary members, 1 from labor and 1 from management. Labor and management will both identify back-up members. An impacted employee may choose to take his/her concern to the review committee for resolution.

ADDITIONAL GUIDELINES

- Reassignments will be made within like departments (ex. Internal Medicine staff to Internal Medicine staff and Pediatric staff to Pediatric staff etc.)
- Each team/module will maintain a volunteer list
- Each team/module will maintain a rolling inverse seniority list
- Employee must have successfully completed his/her probationary period in order to be reassigned
- Supervisor and employee should make reasonable accommodations
- In the event there is no Kaiser Permanente staff available, agency will be utilized

This article will be eligible for review and amendment over the life of the contract by the Regional LMP Steering Committee.

Section 2.4 Rest Periods

A. Each employee who works a shift of more than four (4) hours shall receive a fifteen(15) minute paid rest period during each continuous four (4) hours of work. An employee who works ten (10) or more hours in a workday shall receive an extra fifteen (15) minute rest period.

B. Upon mutual agreement by the employee and supervisor (or his/her designee), employees will be granted flexibility in scheduling of their breaks consistent with

operational needs. If continuous operation is required in the job concerned, either a substitute shall be provided or the rest period delayed until the operation is completed. When it is impractical to provide a substitute, the rest period may be combined with the meal period with the manager's approval.

C. If an employee requests and misses a break, he/she may seek resolution through anyone of the following channels: Discuss with immediate supervisor, discuss with a Human Resources Representative, or discuss with a Union Representative.

Section 2.5 Meal Periods

A. Each employee scheduled to work a shift of more than six (6) hours shall receive an unpaid meal period.

B. When a non-exempt employee attends a meeting outside of his/her regularly scheduled work hours, or during his/her meal period, he/she will be compensated accordingly if:

1. The purpose of the meeting is to share business information.
2. The employee signs in and attends the meeting.

C. Upon mutual agreement by the employee and supervisor (or his/her designee), employees will be granted flexibility in the scheduling of their meal periods consistent with operational needs. In the event the employee is required to work through his/her meal period, he/she shall be paid for the time worked.

ARTICLE 3. STATUS DEFINITIONS

A full-time employee is one who is regularly scheduled to work thirty-two (32) hours to forty (40) hours per week. A part time employee is one who is regularly scheduled to work between twenty (20) and 31 (thirty-one) hours per week. A short-hour employee is one who is regularly scheduled to work less than twenty (20) hours per week. A PRN employee is one who is scheduled to work on an intermittent basis with no guarantee of scheduled hours.

A part-time employee who averages thirty-two (32) or more hours per week for a period of twelve (12) consecutive weeks will be reclassified to full-time status if the schedule is expected to continue and the employee so desires. If the schedule is not expected to continue long-term, the timeframe may be extended to sixteen (16) weeks without the employee being given the option to convert to full-time status so long as the employee is notified prior to the end of the initial twelve (12) week timeframe.

ARTICLE 4. UNION DUES CHECK OFF

For the duration of the present contract or any renewal thereof, the Employer agrees to deduct service fees in an amount equivalent to union dues and initiation fees (the amounts of which will determined by the Union) from the pay of each employee who

has voluntarily signed a properly approved Authorization Card. The Employer will remit the service and initiation fees once per month to the Union. The Union shall officially, in writing, notify the Employer of the amount to be deducted, and if there is any change, notice of the change will be given to the Employer with a minimum of three (3) weeks notice.

It is understood that service fees equivalent to initiation fees shall be deducted from the next two pay periods of the employee so authorizing the deduction, and thereafter service fees in an amount equivalent to union dues shall be deducted from the employee's pay each pay period, provided only that the total amount deducted in any one pay period shall not exceed the dues of two pay periods.

The Employer will make deductions bi-weekly from employees who have signed an Active Ballot Club check-off card and the money collected will be forwarded to the Union.

In the interest of promoting the Partnership, the Employer will provide the Union up to thirty minutes at each new employee orientation to explain the Union. The Union representative may answer questions, may request new employees to join the Union, and may make arrangements for new employees to become members.

ARTICLE 5. BARGAINING UNIT WORK

The Employer and the Union recognize that to maintain the orderly functioning of Operations, it may be necessary to use non-Bargaining Unit employees to perform work customarily performed by Bargaining Unit employees. The Employer shall have such right as long as such use does not result in reduction of coded hours or layoff for Bargaining Unit employees. PRN employees will be offered work prior to agency staff. If concerns arise regarding bargaining unit work, they maybe subject to review by the Partnership Steering Committee. A decision to not post a position will be communicated to the team/module and steward as soon as possible.

ARTICLE 6. ACCESS OF UNION REPRESENTATIVES

Authorized Union Representatives shall have access to the Employer's facilities for the purpose of transacting Union business. Such access shall be at times and in locations that are mutually agreed to in advance by the Union and the manager of the facility. The Union won't be unreasonably denied access by the Employer. The Union agrees to not interfere with work or violate patient confidentiality during these visits.

Authorized Union Representatives and Stewards shall be allowed access to materials in personnel files of represented employees, which are directly related to an alleged contract violation, providing that written consent of the affected employee is presented to the Human Resources Department.

Within thirty (30) days of the execution of this Agreement and on the first (1st) working day in each month, the Employer shall supply a list of all employees covered by this Agreement. This list shall include the following information for each employee, as recorded in the Employer's personnel file: name, address, social security number, home telephone number, the Employer facility, department, title, date of hire, adjusted benefit date, salary and whether employee authorized deduction of union dues.

ARTICLE 7. STEWARDS

The Union will designate, and the Employer will recognize, a sufficient number of Stewards and other union representatives to meet its obligations under this agreement, the National Agreement and the Labor-Management Partnership. The Employer will grant sufficient release time, while considering impact on patient care and operational needs, to allow the Stewards to fulfill their obligations under this agreement, the National Agreement and the Labor-Management Partnership. Release time will be used for support of employees in corrective action and grievance meetings. A Steward's salary will be kept whole in comparison with his/her regular schedule; no overtime will be paid as a result of time spent performing Steward obligations. Company policies on patient and employee confidentiality rules will apply to Stewards in the performance of their Steward obligations. The Union will provide the Employer with a current list of officers and Stewards designated to represent the Union on an on-going basis.

ARTICLE 8. GRIEVANCE PROCEDURE

The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. If differences cannot be resolved informally, they may be resolved utilizing the Grievance Procedure.

Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances.

Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any employee or group of employees in accordance with the procedures provided in this Article. Class action grievances may be filed at step two.

The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related

requests for review shall be signed by the Grievant and the Steward/ Union Representative.

Grievances, requests for review and decisions shall be delivered in person or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one step or response and the date of receipt will mark the beginning of the next step or response.

Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative will advance the grievance to the next step.

The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are "class action" grievances involving more than one Grievant, in which case the parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.

Step 1

It is the intent of the parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an employee has a grievance, she/he shall present it on the appropriate form to the immediate supervisor within 10 business days from when the employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The immediate supervisor shall meet with the Grievant and a steward within 10 business days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor shall give a written decision to the Grievant, with a copy to the union, within 10 business days after the meeting. If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 business days.

Step 2

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within 10 business days of receipt of the appeal to attempt to resolve the grievance. The Human Resources Consultant shall give a written decision to the Union representative within ten business days after the meeting.

If the grievance is not resolved at step 2, the Union shall have ten business days to notify the Employer of its intent to arbitrate.

Arbitration

Within ten business days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator. Either party may avoid the use of one arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

The arbitrator shall not, without written agreement of the parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the parties. However, each party shall bear the expense of presenting its own case.

If the grieving party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.

The parties shall meet immediately after the execution date of the Agreement to mutually agree on five arbitrators who will serve as a panel during the term of the

Agreement. If the parties cannot reach mutual agreement, each party shall select two arbitrators for the panel and the parties will reach mutual agreement on the fifth panel member. If the parties cannot reach mutual agreement of the fifth panel member, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the four previously selected panel members. Selection of the fifth panel member will be made from that list either by mutual agreement or by alternately striking names until one is left. The first party to strike a name will be determined by the flip of a coin.

ARTICLE 9. FORMAL CORRECTIVE ACTION

The parties agree to the Problem Solving Processes as outlined in the National Agreement. The Georgia Region will develop a plan/timeline for implementation in 2006 once the Strategy Group has approved any modifications to the current processes as outlined in Section 1.L.1.a of the National Agreement. Until that time, corrective action will follow the policy on file and the contract language below.

1. The goal of Formal Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other employees as mentors as is mutually agreed appropriate.
2. Formal Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action.
3. An Employee shall have the right to have a Steward/ Union Representative accompany her/him to Formal Corrective Action meetings carried out by the Employer. An Employee shall also have the right to have a Steward/Union representative accompany her/him to an investigatory meeting that may result in disciplinary action.
4. A copy of all notices of Formal Corrective Action shall be forwarded to the Union as soon as possible.

ARTICLE 10. UNION EDUCATION LEAVE

During the term of the agreement, the Employer will grant Union Education leave in accordance with the National Agreement with pay for up to four (4) hours per month for every one (1) employee per 50 employees in the bargaining unit. Union education leave requests of more than one day duration require a minimum of six (6) weeks notice so long as operational needs can be met. Additional leave may be granted if it is mutually agreed upon by the Union and the Employer.

ARTICLE 11. PROBATIONARY PERIOD

Newly hired Regular employees (regularly scheduled for 20 plus hours per week) and Short-Hour employees (regularly scheduled for less than 20 hours per week) shall be considered probationary during the first 90 calendar days of their employment. Newly hired PRN employees (scheduled to work on an intermittent basis with no guarantee of scheduled hours) shall be considered probationary during the first 120 calendar days of their employment. These timeframes (90 or 120 calendar days) may be extended up to an additional 90 days at management's discretion. In the event of an extension, management will notify the union of the duration and the reason for the extension. During the probationary period, employees may be discharged without recourse to the grievance procedure.

ARTICLE 12. SENIORITY

Section 12.1 Definition of Seniority: Regional seniority is defined as the length of service by the employee with the employer in any job classification in the Georgia Region. The regional seniority date will be adjusted for breaks in service which do not exceed one year in length. If an employee leaves the Georgia Region for a period exceeding one year, the regional seniority date will be the date he/she returns to the Georgia Region. Layoffs and any leave authorized under the terms of this agreement shall not be considered a break in Georgia Region service which would result in an adjustment of an employee's regional seniority date. For PRN employees, this definition of seniority applies to promotions/transfers. It does not apply to call-in order, reductions in force, or benefits eligibility levels, i.e., PTO accruals.

Section 12.2 Seniority-Layoff and Recall: In all cases of decreases in the working force, the rule of Region-wide seniority shall prevail; that is the last employee hired in a job classification by the Employer shall be the first to be laid off, and vice-versa when recalled.

The parties, realizing that it is not always feasible to layoff or recall on the basis of Regional seniority because of the specific training and experience required in some classifications, agree that in determining who shall be laid off, or recalled, the Employer shall consider the following factors: (a) Seniority; and (b) Ability to perform work.

(a) Notification of Layoff: An employee will be notified four (4) weeks in advance of any layoff. During the first five (5) days of such notice period, an employee must decide whether to exercise any bumping rights he/she may have. In the event bumping rights are not exercised, the employee shall be placed on layoff status.

(b) Bumping rights: It is the intent of the parties to minimize disruption of employees' work and the Employer's operations when layoffs occur. An employee who is to be laid off shall be offered, where feasible, a comparable available position. If laid off, an employee may claim the job of the least senior employee in the employee's job classification provided the laid-off employee has more regional

seniority than the employee being bumped, and is qualified to perform the work in the new position.

(c) Layoff Severance Pay: An employee shall be entitled to four (4) weeks notice, or four (4) weeks severance pay in absence of such notice, or payment for the pro-rated portion of the notice period during which the services of the employee were not required. In addition, each employee will be given one (1) week's severance for each six (6) months of continuous service to a maximum of 26 weeks (pro rated for part time employees hired to work 20+ hours a week). This provision is exclusive of payment for accrued paid time off (PTO).

(d) Recall Notification: Employees will remain on recall list for one (1) year. During that time they may be notified of recall to an open position in their job classification.

Employees who fail to respond to recall or who refuse an offered position shall be removed from the recall list and shall have no seniority or other rights. Full-time employees (32 to 40 hours) will be recalled to full time jobs, part-time employees (20-31) hours will be recalled to part-time jobs, short-hour employees (fewer then 20 hours) will be recalled to short-hour jobs. Employees on layoff shall be granted a maximum of ten (10) working days to report to service.

(e) Maintenance on Seniority: Employees on layoff status for a period of one (1) year shall maintain all seniority rights, and time on layoff shall count toward accrued seniority

Section 12.3 Promotion and Transfer:

Before any vacant regular positions are offered to outside applicants, such vacancies shall for one (1) week be posted for bidding by non-probationary bargaining unit employees, and the employer shall during the same one (1) week period specifically notify all persons on the layoff list of these vacancies as well. Positions will be posted on Tuesday and Thursday of each week.

In the event two (2) or more qualified bargaining unit employees apply for a posted vacancy, the employee with the greater regional seniority shall be offered the vacancy where qualifications are relatively equal.

Human Resources will notify the designated Union Representative of the top four candidates being referred to the hiring manager for each position. In the event the list of the top four applicants includes internal applicants who are not represented by the union or external applicants, their names will be blinded to assure their privacy.

A newly hired employee is eligible to bid on a posted job that is a lateral transfer or a promotional opportunity upon successfully completing six months in his/her position except in the case of Supplemental Staffing where the minimum timeframe is three months.

An employee is eligible to bid on a posted job that is a lateral transfer after completing six months in his/her current position except in the case of Supplemental Staffing where the minimum timeframe is three months.

An employee is eligible to bid on a posted job that is a promotional opportunity after successfully completing three months in his/her current position.

Section 12.4 Selection Criteria

(A) The job posting will clearly define the existing job requirements. If the requirements change, the union will be notified.

(B) To assure that internal vacancies are filled with the best qualified, service oriented employees resulting in a good fit for both employees and the Employer, the following selection criteria will be used to evaluate and select candidates who bid for posted bargaining unit job vacancies:

- 1). Relevant knowledge, jobs skills, education, training and required credentials to perform the job.
- 2). Overall performance history and previous experience, including the length of time and performance in the employee's present assignment. Significant differences in performance may be used as a determining factor in awarding the bid
 - (a). If an employee has an active Written Warning on file, he/she may bid on a posted job. The hiring manager will retain the right to consider corrective action and may disqualify the candidate.
 - (b). An active Final Written Warning will automatically disqualify an employee from job bid consideration.
- 3). Information gathered during the interview process.
 - (a). The Employer will offer the opportunity for involvement of represented employees in the interview process.
 - (b). Seniority shall govern among two or more bidders provided that the selection criteria identified in "B" of this section are relatively equal between the candidates. If the most senior is not selected due to the outcome of the interview, the hiring manager will notify the institutional union prior to extending an offer.

Section 12.5 Holiday Work: Holiday work will be offered to employees by seniority. In the event that there are insufficient volunteers to staff a holiday, holiday work shall be rotated equitably with inverse seniority prevailing to fill the holiday roster with the following exemption: In no case shall an employee be required to work Thanksgiving two (2) years in a row, or Christmas two (2) years in a row or New Year's day two (2) years in a row, unless unusual emergency operational needs occur. In the event that the actual holiday differs from the observed holiday for New Year's Day, July 4th, or Christmas Day, shifts worked on both the actual and the observed day will be considered holidays worked for rotation purposes. PRN employees in the Supplemental Staffing Department will be included in the holiday rotation. As per past practice, PRN employees in ancillary departments (Pharmacy, Radiology, Laboratory) will not be included in the holiday rotation.

Recognized Holidays Include: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Section 12.6 Paid Time Off (PTO):

PTO will be scheduled according to the following process. This timeline will begin August 1, 2006, for the vacation period of October 2006 through January 2007.

Request in By	Approved & Posted	PTO Timeframe
December 1	January 1	February through May
April 1	May 1	June through September
August 1	September 1	October through January

PTO requests received prior to the scheduled request period will be considered along with all others received for that time period.

An employee may use seniority as the determining factor for only one continuous period of leave in the PTO year (February through January).

Intermittent PTO is a request for time off during the currently posted PTO schedule. After the PTO schedule is posted, an employee may request intermittent PTO during that PTO timeframe, provided that there is no conflict with another employee's previously approved request. Intermittent requests are granted on a first come/first serve basis.

If multiple employees submit intermittent PTO requests on the same day for the same date(s) off after the schedule has been posted and only one request can be granted, then seniority will be the determining factor.

Section 12.7 EDUCATIONAL LEAVE

Educational leave shall be granted by seniority within job classification but shall be rotated as well among all members of a department/module of a facility from the most to the least senior.

ARTICLE 13. FAMILY MEDICAL LEAVE

The Employer will provide Family Medical Leave in accordance with federal and state law.

ARTICLE 14. JURY DUTY

The Employer recognizes jury duty as a civic responsibility and summoned employees will be excused from work without loss of pay to fulfill this obligation per company policy.

ARTICLE 15. TUITION REIMBURSEMENT

The Employer maintains on file a tuition reimbursement policy. Prior to changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

ARTICLE 16. MILITARY LEAVE

The Employer maintains on file a military leave policy. Prior to changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

ARTICLE 17. PERSONAL LEAVE OF ABSENCE

The Employer maintains on file a personal leave policy. Prior to changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

ARTICLE 18. VOTING TIME

The Employer maintains on file a voting time policy. Prior to changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

ARTICLE 19. BEREAVEMENT LEAVE

The Employer maintains on file a bereavement leave policy which will reflect the National Agreement. Prior to changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

ARTICLE 20. STAND BY PAY

Employees who are scheduled to be on stand-by and carry a pager shall be paid \$2.00 per hour for all hours on stand-by if they are not called in. If the employee is called in while on stand-by, he/she will be paid at time-and-a-half of his/her standard pay rate plus shift differential. If an employee is called in and works less than four hours, he/she will be paid a minimum of four hours. The employee is to report to work within one hour of being notified.

ARTICLE 21. CONTRACT SPECIALIST/FIELD REPRESENTATIVE

In accordance with the National Agreement, Section 1.5.3, the Employer and the Union agree to establish one Full Time Equivalent (FTE) for every 1500 represented employees for the purpose of administering the contract and promoting the philosophy and intent of the Labor-Management Partnership. A position description will be maintained on file. When vacant, the position description will be jointly updated, posted, and hired through a joint interviewing process with the Union making the final hiring decision. The position will report to the Union. The Union will seek Management's input on annual performance objectives for the position. The Union will also seek input on the annual PDP (performance evaluation). The position will be paid and will receive benefits from the Employer. Normally it is expected that Contract Specialists/Field Representatives will serve single, one-year non-renewable terms.

ARTICLE 22. PREMIUM PAY FOR HOURS WORKED ON A HOLIDAY

Regular full and part-time employees who work on a company-scheduled holiday will be paid at one and one-half times their regular rate of pay for all hours worked in addition to their holiday pay. Short-hour and PRN employees who work on a company-scheduled holiday will be paid at two and one-half times their regular rate of pay for all hours worked.

ARTICLE 23. ACROSS-THE-BOARD WAGE INCREASES

Across-the-Board wage increases will be granted in accordance with the National Agreement.

ARTICLE 24. STEP INCREASES

Step increases will be granted on the first day of the pay period closest to the employee's step increase date. Step increases shall not be withheld from any eligible employee unless:

- he/she has reached or exceeded the maximum pay rate for the position.
- he/she has active formal corrective action (written warning or final written warning) on file. When the one-year timeframe for the formal corrective action expires, the employee will receive the step increase starting with the next pay period.

Credit for prior relevant experience will be granted to new hires. A new employee will be placed at the step rate which is one (1) step lower than where he/she would be if all experience had been with the Employer. Example: A New Hire with three (3) years of relevant experience will be placed at the two (2) year step rate.

Regular employees working 20 to 31 hours per week shall be granted step increases at 18 months intervals.

ARTICLE 25. HEALTH INSURANCE AND RELATED BENEFITS

Section 25.1: Eligibility:

All regular full-time and part-time employees covered by the Agreement are eligible for health insurance coverage offered by the Employer.

Section 25.2: Health Care Flexible Spending Account (HCFSA):

In January 2006, January 2007, and January 2008, the Employer will make an annual, lump sum contribution to the HCFSA for all benefits-eligible bargaining unit employees as follows:

<u>Benefit Status</u>	<u>Pro-Rated %</u>	<u>Employer Contribution</u>
32 to 40 hours/week	100%	\$250.00
25 to 31 hours/week	80%	\$200.00
20 to 24 hours/week	60%	\$150.00

On January 1 of the plan years specified above, the Bargaining Unit employee must meet the requirements for benefits-eligible status in order to receive the Employer funding of the HCFSA benefit. The funding for the Employer contribution will come from a combination of diverted wages from the LMP Trust Fund and the Employer.

Bargaining Unit employees who are not benefits eligible (either PRN or Short Hour status) will not be eligible for the annual Employer funding of the HCFSA.

Bargaining Unit employees hired after the Employer funding has occurred in January of 2006 or 2007 will become eligible for the Employer funding of the HCFSA the following January, if in an eligible status.

Bargaining unit employees can submit reimbursement claims from their HCFSA for certain out-of-pocket medical and dental expenses incurred during the plan year for themselves and for eligible family members as permitted under IRS code. Examples of eligible HCFSA expenses include office visit co-pays and prescription co-pays (no premium reimbursements are allowed).

Any unclaimed money remaining in an employee's HCFSA at the end of the year will be forfeited. The employee cannot receive a refund or carry over the balance from one year to

the next in accordance with HCFSA Plan provisions. Claims may be submitted through 3/31 of the following year, for reimbursable expenses incurred in the prior year.

Section 25.3: Parent Coverage

Parent coverage will be made available in accordance with the National Agreement, Section 2.B.1.c. This will occur as soon as all regulatory requirements can be met.

Section 25.4: Survivor Assistance Benefit

The Survivor Assistance Benefit will be provided in accordance with the National Agreement, Section 2.B.3.b.

Section 25.5: Maintenance of Benefits

The Employer agrees to maintain the existing level (percentage) of cost-sharing paid by the employee for the life of the agreement. Health and welfare benefit programs will be maintained as described in the National Agreement, Section 2.B.4.

ARTICLE 26. PROFESSIONAL LIABILITY INSURANCE

The Employer will provide medical malpractice and liability coverage for all employees in the bargaining unit in the amount of at least \$1 million per claim, if such employee is named as a defendant in a law suit alleging negligence arising from work performed on behalf of Employer. Employer will provide a defense for each employee and will pay, when appropriate or legally obligated, all sums which may be required in settlement of damages or injuries sustained by an injured third party, provided the employee was acting in good faith and within the course and scope of his or her job responsibilities when the negligent act is alleged to have taken place. Employer is not obligated to provide a defense or indemnify the employee if he or she is deemed to have acted wrongfully outside the scope of his or her employment, for example, in committing a crime or deliberate act which is intended to harm another person or damage property. A copy of a certificate of insurance evidencing coverage shall be made available to the Union upon request.

ARTICLE 27. PENSION PLAN

All employees covered by this Agreement are eligible to participate in a Kaiser Permanente defined benefit plan after twelve (12) months of service with a minimum of 1000 hours paid. The plan is Employer-paid and provides a definite, guaranteed retirement income with a choice of payment methods based on length of credited service and final average monthly compensation. Effective January 1, 2003, the formula for calculating the defined benefit is 1.4% of final average monthly compensation times years of credited service. Employees are fully vested in the plan upon completion of (5) years of service or upon reaching age 65. A full description of the plan will be contained in a separate Summary Plan Description distributed to all employees and a plan document will be available for employee review.

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.

ARTICLE 28. EMPLOYEE HEALTH, SAFETY AND SECURITY

A. It is the responsibility of the Employer to provide healthy, safe and secure working conditions and to take reasonable measures to assure that working conditions are free from recognized hazards, abusive behavior, threats and acts of violence in the workplace.

B. The Union and Employer will work cooperatively to assure that employees covered by this Agreement receive required training, education, safety drills and other appropriate support to assure compliance with environmental, health and safety policies and government regulations.

C. In the event working conditions do not meet the policies and standards regarding environmental health, safety and security, the Employer shall take immediate corrective action with full cooperation from its employees and the Union in making those corrections.

D. In the event an employee recognizes an unsafe or hazardous condition, the employee shall notify the supervisor so the problem can be addressed. It is understood that the employee is not expected to continue working in any unsafe condition.

ARTICLE 29. REGIONAL LABOR MANAGEMENT PARTNERSHIP (LMP) STEERING COMMITTEE

The purpose of the LMP Steering Committee will be to further the Partnership in the Georgia Region through planning activities, communications and the resolving of issues that may arise. The committee will review patterns of non-compliance to the contract, or unresolved issues, and determine next steps. The parties agree that:

1. The Committee will consist of eight members of the bargaining unit and eight managers.
2. Employees will not lose pay for attending committee meetings.
3. Meetings will be held monthly for up to eight hours or more often as needed and mutually agreed to.
4. The Committee does not have authority to change the labor contracts.

5. Under the guidance of the Regional LMP Steering Committee, guidelines will be developed and implemented in 2006 to address attendance standards and professional image.

ARTICLE 30. BULLETIN BOARDS

The Union will be granted one (1) lockable, glass enclosed bulletin board in the main employee breakroom of each medical center and the call center. Prior to posting union announcements are to be approved by Human Resources (Within 48 hours). The Key to the bulletin boards will be kept by the Medical Center Administrative Assistant or a facility designee.

ARTICLE 31. NON-DISCRIMINATION

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination.

Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize the internal review procedure of the Employer. If an employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance starting at STEP TWO within ten (10) business days of the decision resulting from the internal review procedure.

ARTICLE 32. INCENTIVE PROGRAMS (Performance Sharing)

Beginning with 2006, incentive (performance sharing) programs will be designed in accordance with the National Agreement, Section 2.A.3.

ARTICLE 33. SEPARABILITY

If any provision of this Agreement is found to be in conflict with the laws of the State of Georgia, as may be applicable, the United States of America, or are declared invalid by a court of law, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, the parties agree to commence negotiations with the intent of mutually agreeing to terms that would bring this Agreement into compliance with the applicable case.

ARTICLE 34. MANAGEMENT RIGHTS

The Employer retains, solely and exclusively, all rights, powers, and authority which ordinarily vest in and are traditionally exercised by management, except as expressly limited by specific provisions of this Agreement. In construing this reservation of management rights, the Union and the Employer agree that their objective is to provide quality health care at reasonable cost to health plan members, and that the Employer

shall retain the ability to respond to changes in medical care delivery, medical technology, and the highly competitive environment in which the Employer operates.

Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its facilities and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to discontinue delete: or subcontract work for economic or operational reasons; to direct the staff; to increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to layoff or reduce hours of work of staff; to establish schedules of operations and workloads; to specify or assign work and decide which employers are qualified to perform work; to determine qualifications for positions; to schedule and change work hours, shifts and days off; to adopt rules and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of facilities; and to affect technological changes.

The parties are committed to and included in the National Partnership between Kaiser Permanente and the AFL-CIO Coalition of Kaiser Permanente Unions and will be guided by policies jointly arrived at on subcontracting.

ARTICLE 35. WORK STOPPAGES/NO STRIKES-NO LOCKOUTS

The Employer and the Union agree that there will be no lockouts on the part of the Employer, nor suspensions of work on the part of the employees, to include: strikes, sympathy strikes; work slow downs, or work stoppages during the term of this Agreement. The Parties agree that all disputes will be settled by the procedures provided within this Agreement.

ARTICLE 36. CORPORATE TRANSACTIONS

Transactions which impact the Employer or the Union will be addressed as outlined in the National Agreement, Section 1.K.2, Corporate Transactions.

ARTICLE 37. LEGAL ASSISTANCE FUND

Beginning on the first day of the first full month 30 days after ratification of the agreement, the Employer agrees to pay \$5 per month per represented employee to the United Food and Commercial Workers Unions and Employers Legal Assistance Fund for the life of the contract. The Union will provide represented employees the Summary Plan Description for this fund outlining the benefits, exclusions and limitations of the plan. As indicated in the Exclusions and Limitations Section of the Summary Plan Description, the plan will not provide any benefits or reimbursements for legal services

in connection with any action, controversy or dispute involving the Employer including workers compensation claims.

ARTICLE 38. MILEAGE REIMBURSEMENT

Employees required to travel on Employer business shall receive the established mileage reimbursement rate for such travel. The mileage reimbursement rate will be based on the standard established by the Internal Revenue Service (IRS).

Mileage reimbursement will be paid for any difference between the employee's customary drive to and from work and his/her drive to another location. Mileage for traveling between facilities is to be determined using the Georgia Region Mileage Chart. Because employees in Supplemental Staffing receive an hourly differential to work at different locations, they are ineligible for mileage reimbursement.

An employee's personal automobile is not insured by the Employer. The Employer is not liable for claims arising out of the operation of an employee's automobile.

ARTICLE 39. CONTINUING EDUCATION

As a provider of health care services, continuing education is important to the Employer and to the Employees. Because continuing education requirements vary by job classification, the Regional Partnership Steering Committee will be assigned accountability for researching and establishing continuing education guidelines appropriate for the job classification.

ARTICLE 40. PREMIUM IN LIEU OF BENEFITS

Short-Hour employees and PRN employees shall be eligible for a premium in lieu of benefits effective March 2, 2003, as follows:

PRN employees involved in direct clinical patient care:	20% of base hourly rate
PRN employees in clerical positions:	10% of base hourly rate

ARTICLE 41. NATIONAL PARTNERSHIP

The parties are covered by the National Agreement between Kaiser Permanente and the AFL-CIO Coalition of Kaiser Permanente Unions. The parties will participate in Partnership activities guided by the Regional LMP Steering Committee. The parties will also participate in all on-going Partnership activities covered in the National Agreement.

ARTICLE 42. DURATION OF AGREEMENT

This Agreement shall become effective October 1, 2005, and shall remain in full force and effect until September 30, 2010. This Agreement shall remain in effect from year to year thereafter, unless either party gives notice to the other within ninety (90) days of September 30, 2010, or any succeeding year, by Certified mail, that it desires to terminate or modify the Agreement.

For the Employer:
Kaiser Foundation Health Plan
of Georgia, Inc.

For the Union:
United Food and Commercial Workers
Union, Local 1996

Carolyn Kenny, President
President, Georgia Region

Steve Lomax
President, CEO, UFCW Local 1996

Tammy Jones
VP of Human Resources, Georgia Region

Rick Brown
Executive Assistant, UFCW Local 1996

Susan Guyette

Chuck Wellborn, UFCW Local 1996

Leigh Heatley

Louise Dempsey

Cissy Murphy

Jenee Dixon

Jenny Wingard

Vergia Hayes

Rosa Hines

Kim Walden Mbaye

Shernida Wheeler