

**AGREEMENT BETWEEN**

**KAISER FOUNDATION  
HEALTH PLAN OF THE  
MID-ATLANTIC STATES, INC.**

**AND**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 400**

**October 1, 2000  
TO  
December 11, 2007**

***KAISER PERMANENTE  
HUMAN RESOURCES  
2101 EAST JEFFERSON STREET  
ROCKVILLE, MD 20849  
(301) 816-6100***

**UNITED FOOD AND COMMERCIAL WORKERS UNION**  
**(UFCW, LOCAL 400)**  
**4301 GARDEN CITY DRIVE**  
**LANDOVER, MD 20785**  
**(301) 459-3400**  
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## PREAMBLE

This Agreement effective as of October 1, 2000, is made and entered into by and between the KAISER FOUNDATION HEALTH PLAN of the Mid-Atlantic States, Inc., (hereinafter called the "Employer") and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400, (hereinafter called the "Union").

## WITNESSETH

The parties recognize the special status of the Employer as a health care institution. Each bargaining unit member shall use her/his best efforts and skills to furnish in the best manner practicable the highest quality of health care services required to be rendered to Health Plan members. Each bargaining unit member shall contribute to the full coverage of her/his unit's service.

## ARTICLE 1 RECOGNITION

**1.1 Unit Definition:** Pursuant to a certification by the National Labor Relations Board in Case No. 5-RC-10792 and as later mutually agreed for specific classifications noted below, the Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay and other conditions of employment, for the following unit of employees employed in its facilities in the District of Columbia, Maryland and Virginia:

All regular full time and regular part time certified registered nurse anesthetists, clinical audiologists, medical technologists, physician assistants, nutritionists, nurse practitioners, registered nurses, nurse midwives, all other professional nurses, other mutually agreed upon professionals, mental health professionals and substance abuse counselors whose positions require a master's degree but not a Ph.D. degree, excluding:

- (a) All other employees, nurse coordinators, and guards and supervisors, and
- (b) Casual employees

**1.2 HP Defined:** The term HP (Health Professional), as used in this Agreement, shall be synonymous with persons covered in the Union unit as defined in Article 1, Section 1.

**1.3 Unit Additions:** In the event that the parties agree that a new classification falls within the scope of this Agreement, the Employer and the Union shall meet to negotiate the appropriate pay for the classification. If the Employer's operational needs require establishing a pay rate prior to such meeting, the Employer shall be permitted to implement the Employer's proposed pay scale subject to later negotiation with the Union.

## **ARTICLE 2 UNION SECURITY AND RIGHTS**

### **2.1 Union Security Shop:**

(a) All present employees who are now members of the Union and who hereafter become members of the Union, and all new employees following a probationary period of three (3) calendar months of employment, will be required as a condition of employment, to maintain their membership in good standing during the duration of this Agreement by offering to pay regular monthly dues and initiation fees levied against all members.

(b) The foregoing paragraph of this Article shall be deemed to have no force and effect to the extent to which the making or enforcement of such provisions are contrary to the laws of the Commonwealth of Virginia.

(c) For the purposes of this Article, tender of uniform initiation fees and assessments and tender of the periodic dues uniformly required as a condition of retaining membership within the time period prescribed shall constitute "membership in good standing in the Union".

**2.2 Dues Deduction:** The Employer shall deduct initiation fees, assessments and monthly dues as designated by the Secretary/Treasurer of the Union from all employees covered by this Agreement on the basis of individually and voluntarily signed membership applications. Once each month, proceeds from these deductions will be paid to the Secretary/Treasurer of the Union. The Union will be responsible for securing payroll deduction authorizations which will be forwarded to the Employer's Personnel Office for processing.

**2.3 Hold Harmless Clause:** The Union shall indemnify the Employer and hold it harmless against any and all liabilities that the Employer may incur as a result of deducting Union dues, assessments and fees in accordance with Section 2.

**2.4 Unit Information:** Within thirty (30) days of the execution of this Agreement and on the first (1st) working day in January, April, and August, the Employer shall supply a list

of all health professionals covered by this Agreement that includes all regular full time and regular part time members. This list shall include the name, address, home telephone number, the Employer facility, date of hire, years of credited experience, degree(s) held, and salary of each HP, as recorded in the Employer's personnel file. Start actions and disciplinary actions shall be sent to the Union in writing as they occur. Notice of personnel actions shall be in the form of duplicate copies of the Employer's official personnel forms.

The Employer shall furnish such other information to the Union as shall be reasonably needed for the proper administration of this Agreement.

**2.5 Leave for Union Business:**

(a) Authorized representatives of the Union shall be allowed, upon request to their supervisor, reasonable time off without loss of pay to implement, enforce and administer this contract. Two (2) weeks notice shall be given whenever possible. The number of representatives allowed without loss of pay shall be one (1) per grievant for grievances; three (3) for task forces; HP Counsel Chairperson, grievant and representative for arbitrations; and representation for other meetings not specified here through a process of mutual agreement between the Union and the Human Resources Manager.

(b) Authorized representatives of the Union shall be allowed time off without loss of pay to attend any meeting called by the Employer.

(c) The Union will ensure that such responsibilities are reasonably assigned and executed so as to minimize disruption of patient care.

(d) Such time off shall be counted as time worked in computing seniority rights, vacation leave rights, and any other entitlements for which the computations of time worked is a consideration.

**2.6 On-Call Positions:** It is not the Employer's intent to create or maintain "on-call" positions as a method of avoiding the establishment of regular positions covered by this Agreement.

**2.7 Union Visitation:** Representatives of the Union shall have access to the Employer's facilities at reasonable times for the purpose of administering this Agreement. Such access shall not interfere with bargaining unit employees' work, unless authorized by their Supervisor. It is recognized that during these visits, patient confidentiality must be maintained. Upon arrival, representatives of the Union shall inform the Medical Facility Administrator or designee of his/her presence in the facility.

**2.8 Credit Union Payroll Deductions:** The Employer shall establish a system of payroll deductions and transmittals for bargaining unit employees who are members of the AFL-CIO Employees Federal Credit Union.

**2.9 Facility Representatives:** The Union shall have the right to appoint up to two (2) Facility Representatives in each facility to administer this agreement.

**2.10 Active Ballot Club:** The Employer agrees to deduct fifty cents (\$.50) per week and remit monthly to Local Union's Active Ballot Club from employees who are members and who have signed deduction authorization cards. The Union agrees to hold the

Employer harmless from all legal claims or liabilities that may arise out of any erroneous deductions as a result of above check-off provisions.

### **ARTICLE 3 RIGHTS OF MANAGEMENT**

All the rights of management of the Employer's operations, except as limited by the specific provisions of this Agreement, shall remain vested in the Employer.

### **ARTICLE 4 PROBATION AND EVALUATION**

#### **4.1 New Hire Probation:**

(a) Each newly hired employee in a job classification covered by this Agreement and those hired after a break in continuous service, will serve a three (3) calendar month probationary period and may be terminated with or without cause at any time during such period, and shall be without any seniority or other rights under this Agreement. Upon successful completion of said probationary period, such employees will be credited with seniority from his/her date of hire and shall be entitled to the full protection of this Agreement.

(b) If, in the opinion of the Employer, the employee cannot be properly evaluated for purposes of retention at the end of three (3) calendar months, the Employer and the Union may agree to extend the probationary period up to an additional three (3) calendar months, and the employee will be advised of the extension and the purpose.

**4.2 Performance Evaluation:** All employees covered by this Agreement will be reviewed at least annually by their departmental supervisor. All employees will be given an opportunity to read and comment upon formal performance evaluations prior to the placement of such in their permanent personnel files. Copies of such materials shall be given to the employee at the time such documents are issued. The employee may indicate any agreement or disagreement to the evaluation form. The employee shall sign and date such evaluation only as proof of receipt.

**4.3 Probation Period In New Job Classification:** An employee promoted or transferred to a new job classification, or to the same classification in another department, or to another location where assigned duties will be significantly different, will be considered on probation in that classification for three (3) calendar months from the date of promotion or transfer, after which time the Employer shall reassign the employee back to his/her original or equivalent job classification without loss of seniority if the employee has not satisfactorily met desired standards of performance.

The probationary period described in this Section shall not apply where transfers are mandated by the Employer.

Each employee promoted into a position of higher grade shall be assigned the annual salary rate in the grade on the date of promotion.



Date of promotion shall be considered to be the first day in the new job classification.

Nothing in this clause shall limit fringe benefits otherwise due the employee, except that the employee may not use more than ten (10) days of accrued vacation leave during the probation period.

## **ARTICLE 5 SENIORITY**

**5.1 Definition of Seniority:** Regional seniority is defined as the length of service by the employee with the Employer in any job classification included in this Agreement. The regional seniority date will be adjusted for breaks in such service which do not exceed one year in length. If an employee leaves the bargaining unit for a period exceeding one year, the regional seniority date will be the date he/she returns to a bargaining unit position. Layoffs and any leave authorized under the terms of this Agreement shall not be considered a break in bargaining unit service which would result in an adjustment of an employee's regional seniority date.

(a) Coverage group seniority is defined as the length of KFHP service in a department and grade classification. A coverage group is a collection of facilities grouped together to provide services to health plan members.

(b) Department seniority is defined as length of KFHP service in a department in the facility. A department is a unit engaged in a discipline defined by its tasks, e.g., OB, Pediatrics, Laboratory, etc.

**5.2 Applicability of Seniority:** Regional seniority shall govern in applications of provisions of this contract in relation to layoffs, recalls from layoff, consideration for job promotion and/or transfer.

Seniority within a coverage group shall apply to staffing for holiday work as set forth in Article 5.5.

Seniority within a department in a facility shall govern applications for vacation, educational, personal and authorized leaves of absence as set forth in Article 5.6.

**5.3 Seniority - Layoff and Recall:** Layoffs will occur in inverse seniority order. Recall will occur as described in subsection (d) below.

(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:** An employee who has been laid off may claim employment in any other job classification for which he or she can meet the requirements, provided that he or she has greater regional seniority than an employee in that classification. In such event, the junior employee in that classification shall be laid off, but

shall have similar bumping rights. In the event that seniority bumping rights are not exercised, the employee shall be placed on layoff status.

**(c) Layoff Severance Pay:** Each HP shall be entitled to four (4) weeks notice, or four (4) weeks severance pay in the absence of such notice, or payment for the pro-rated portion of the notice period during which the services of the HP were not required. In addition, each HP will be given one (1) week's severance pay for each year of continuous service (pro-rated for partial years and for part time employees hired to work 20+ hours per week) in the event of layoff. This provision is exclusive of payment for accrued vacation leave. Total severance pay shall not exceed ten (10) weeks pay in addition to pay in lieu of notice.

**(d) Recall Notification:** All bargaining unit employees on layoff shall be eligible for recall to the job classification in the department and facility from which layoff occurred for up to one (1) year. Notification of recall shall consist of a certified letter, return receipt requested, mailed to the employee's home address as reflected in the Employer's personnel files. Upon notification of recall, the employee on layoff must notify the Employer within five (5) working days of receipt of the letter of his/her intention to accept recall.

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 HPs (40 hours) will be recalled to full-time jobs, part-time HPs (20-39.9 hours) will be recalled to part-time jobs, short-hour HPs (fewer than 20 hours) will be recalled to short-hour jobs. Employees on layoff shall be granted a maximum of ten (10) working days to report for service. In no instance shall an HP be obligated to accept a position in another facility other than that from which he/she was laid off. An employee on layoff shall keep his/her address current and stay in contact with the Employer.

**(e) Maintenance of Seniority:** Employees on layoff status shall maintain all seniority rights, and time on layoff shall count toward accrued seniority.

**(f) Layoff of Health Professionals Counsel Chairperson:** Regardless of seniority, the Health Professionals Counsel Chairperson shall be the last person laid off within his or her job classification.

**5.4 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 (see Articles 4.1 and 4.3 for information on probationary periods). In the event that 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 substantially equal. Active written discipline may be a consideration in assessing qualifications. If all qualified applicants have active discipline notices, the Employer may consider outside applicants.

In the event that a position is transferred, employees in the classification and department losing the position shall be offered the transfer by seniority. If all employees decline the transfer, the least senior employee shall be offered the choice between transfer and layoff. If the employee chooses transfer, the employee shall have recall rights to his/her former position. The Employer will discuss such an action with the Union prior to its implementation.

**5.5 Holiday Work:** Holiday work will be offered to employees by seniority in a department within a coverage group. 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 exception: in no case shall an employee be required to work Thanksgiving, Christmas or New Year's Day two consecutive years. The Employer shall maintain records of holidays worked by Union members; these records shall be made available to the Union by December 31 of each previous year's schedules. 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.

**5.6 Vacation, Authorized Leaves of Absence and Personal Leave:** In the event of a conflict between employee requests for these leaves which would adversely affect the efficiency of operations of a Kaiser facility if left unresolved, the employee with the greater seniority shall be granted his/her request over the less senior employee provided that such request was made in accordance with the applicable personnel policy. An employee may use seniority in such event for only one continuous period of leave in any calendar year. An employee may request vacation leave with six (6) weeks notice provided there is no conflict with another employee's previously approved requests.

Educational leave shall be granted as in the paragraph above except that in the event of conflict between two or more applicants for such leave, leave shall be granted by seniority but shall be rotated as well among all members of a department of a facility from the most to the least senior.

**5.7 Additional Hours:** In the event that additional hours are available, such work shall be offered within the department and facility, or coverage group if appropriate, on the basis of seniority within the department so that the most senior employee has the right of first refusal. In the event that no employee volunteers, the least senior employee shall be assigned to work the additional hours; subsequent instances of additional hours shall be assigned in a similar fashion with each employee being rotated by inverse seniority. This provision shall not apply to additional hours required as part of an individual's daily work assignment.

## **ARTICLE 6 WAGES**

### **6.1 Wages:**

(a) Effective October 8, 2000 the Wage Rate Table set forth in Appendix I shall be in effect. In addition, each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

(b) Effective October 7, 2001 the Wage Rate Table set forth in Appendix II shall be in effect. In addition, each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

(c) Effective October 6, 2002 the Wage Rate Table set forth in Appendix III shall be in effect. Each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

(d) Effective October 5, 2003 the Wage Rate Table set forth in Appendix IV shall be in effect. Each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

(e) Effective October 3, 2004 the Wage Rate Table set forth in Appendix V shall be in effect. Each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

( f) The wage rates in this agreement constitute minimum rates. If the Employer determines that an increase in any or all rates is appropriate, by job classification, specialty and/or location, the Employer will notify the Union, in writing, and will meet with the Union to review and discuss the circumstances which indicate such a change. The Employer may implement such new rates thirty or more days from the date it notifies the Union of its intent to do so.

**6.2 Educational Degree Differential:** Each HP with a degree as indicated below shall be entitled to a one step differential in addition to the base salary.

**MSN:** Registered Nurses, IV Therapy RNs, Oncology RNs, Nurse Practitioners, Certified Nurse Midwives, Physician Assistants, Recovery Room RNs, Operating Room RNs, CRNAs, Patient Care Coordinators.

**MS in Biology, Chemistry or Medical Technology:** Medical Technologists, Technical Specialists.

**Ph.D. in Psychology:** Psychotherapists, Substance Abuse Counselors, Crisis Therapists.

These steps will be a part of the employee's basic wage rate, and shall be in addition to the rate indicated under "Prior Service Credit" below. Educational degrees which are directly related to the job being performed, and which are equivalent to those listed above, will generate the same differential as indicated.

**6.3 Prior Service Credit:** Newly hired employees will be hired at the contract step level coinciding with their years of experience, less one year, up to the maximum step level indicated below. (Steps below were changed to be consistent with Personnel & Payroll systems).

**Step 5:** Medical Technologists, Technical Specialists.

**Step 6:** Advice Nurses, Clinical RNs, IV Therapy RNs, Oncology RNs, Patient Care Coordinators, Audiologists, Nutritionists.

**Step 8:** Nurse Practitioners, Physician Assistants, Certified Nurse Midwives, Recovery Room RNs, Operating Room RNs, CRNAs, Psychotherapists, Substance Abuse Counselors, Crisis Therapists.

Normally, such prior service credit will be based upon experience in positions which require the same licensure and/or certification as the position for which the HP is hired. However, Nurse Practitioner applicants may be given prior service credit for experience as a Registered Nurse with the following restrictions: (1) the experience must be in the same specialty or specialties for which the Nurse Practitioner is being hired, and (2) such service credit will be given based upon a two to one ratio (two years of relevant RN experience equals one year of NP experience).

Relevant external experience will be credited as equivalent to full time where the employee worked a minimum of twenty (20) hours per week. The Employer will prorate experience where the employee worked fewer than twenty (20) hours per week.

For placement at the appropriate step, credit will be given for full year increments only. As an example, four (4) years, eight (8) months total experience will be counted as four (4) years for prior credit.

**6.4 Weekend Differential:** A weekend differential shall be paid for all hours worked on a weekend at the rate of twenty percent (20%). A weekend is defined as Saturday and Sunday.

**6.5 Shift Differential:** A fifteen percent (15%) evening shift differential, in addition to the regular rate, shall be paid for all hours worked after 3:00 p.m. for shifts which begin before 11:00 p.m., when at least four (4) hours are worked after 3:00 p.m.

A twenty percent (20%) night shift differential, in addition to the regular rate, shall be paid for all hours worked between the hours of 11:00 p.m. and 7:00 a.m. when at least one hour is worked between these hours.

**6.6 Non-Pyramiding:** Overtime, weekend and holiday premiums shall not be duplicated for the same hours worked under any of the terms of this Agreement. In the event of dual application, only the higher premium shall prevail. Specifically excluded from this non-pyramiding provision is shift differential which shall be paid for appropriate hours.

**6.7 Standby Pay:** Employees required to remain available at home for possible shift replacement, shall receive one (1) hour pay at one and one-half (1-1/2) times the regular rate if not called in to work. If the employee is called in to work, the employee shall receive a minimum of four (4) hours pay at the appropriate rate. In the event the employee is called in to work, such notice shall be provided to the employee not later than one (1) hour following the start of the shift.

**6.8 Differential for Short Hour Employees:** Short hour employees (working fewer than twenty (20) hours/week), excluding Medical Technologists/Technical Specialists shall be paid a twenty percent (20%) differential in addition to their regular base pay. This differential is paid in lieu of benefits for employees ineligible for benefit programs as provided by this Agreement.

**6.9 Work in a Higher Classification:** Employees who work two and one-half (2 ½) or more consecutive hours in a higher paid job classification shall receive the higher pay rate for all such consecutive hours worked in the higher classification. An employee shall be deemed to be working in the higher classification when he/she performs substantially all the duties, including the highest level duties, of the higher paid job.

**6.10 Environmental Health & Safety:** Bargaining unit staff who function in the role of Environmental Health and Safety Coordinator for their medical facilities will receive a \$1.50 per hour wage differential.

## **ARTICLE 7 HOURS OF WORK**

**7.1 Hours:** Forty (40) productive hours shall constitute a full week's work. Hours worked in excess of forty (40) in a work week will be compensated at one and one-half (1-1/2) times the regular rate, subject to the pyramiding of overtime provision outlined herein. Hours worked, vacation leave, personal leave, paid holidays, and float holidays shall be included in the computation of productive hours for the purposes of calculating overtime. Employees shall be scheduled so as to assure that each employee will receive a fifteen (15) minute break in each four (4) hour session and a thirty (30) minute unpaid lunch break in each session of, or daily combination of sessions, totaling six (6) hours or more.

Employees will be paid at a rate of one and one-half time for all hours worked in excess of eight (8) in one day. This shall not apply when such hours are part of an employee's regular work schedule or when such hours are requested by the employee. If an employee is regularly scheduled to work more than eight hours in a day, he/she will receive time and one-half for hours worked which exceed that regular schedule.

Work in excess of forty (40) hours per week shall be on a voluntary basis, provided a sufficient number of HP's volunteer. If there are not enough volunteers, overtime will be assigned in reverse order of seniority, on a rotating basis. Mandatory meetings called by the Employer will be considered productive hours in calculation of overtime. Employees shall not be required to work unreasonable overtime.

**7.2 Changes in Medical Center Hours:** In the event that the Employer finds it necessary to make a permanent change in the hours of operation in any medical center, it will notify the Union in writing four (4) weeks in advance to allow time to discuss the proposed change with the Union so that the Union may have an opportunity to set forth the view of its membership. Using the seniority concept referenced in Article 5, the parties shall work out a method of implementing the proposed change in hours of operation.

**7.3 Changes in Individual Work Schedules:** Except in the event of urgent or emergency health care needs, the Employer will not make a permanent change in the working hours of any HP without giving the HP at least four (4) weeks notice of such proposed change and an opportunity to discuss such change.

Employees suffering involuntary reduction in hours will be given four (4) weeks notice of such change and bumping and recall rights as described in Article 5 of the contract.

## **ARTICLE 8 DISCIPLINE, DISCHARGE, SUSPENSION**

**8.1 Management Authority:** No employee within the unit shall be discharged, suspended, or otherwise disciplined except for just cause.

**8.2 Written Notice of Disciplinary Action:** Each disciplinary action or warning shall be placed in writing to state the reasons for such action. Such written notices shall state the reasons for the disciplinary action or warning and specify the discipline to be taken. A copy of any such action or warning shall be sent to the Union and the employee and there shall be access to the Grievance and Arbitration Section of the Agreement to disagree with the notice.

**8.3 Discipline for Engaging in Union Activities:** No HP shall be disciplined for engaging in lawful Union activities.

### **8.4 Personnel File:**

(a) Employees, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Personnel Office the employee's entire personnel file, except for confidential management documents (i.e. confidential reference letters and exit interviews). In addition, at any time when necessary for processing of a grievance, the employee and his/her representative may examine and copy such documents, together with any other documents in the employee's personnel file relevant to the subject matter of the grievance. The employee and/or Union representative will be required to confirm the date and time the file is reviewed. A Human Resources Department representative must be present in the room while an employee reviews his/her file.

(b) An employee shall be informed of any disciplinary notice placed in his/her personnel file and shall be provided with a copy of such notice and provided an opportunity to affix his/her signature thereto as recognition of being informed. The employee shall be given an opportunity to submit explanatory remarks for the record. Disciplinary actions shall be considered active until one (1) year has passed since the most recent discipline notice issued for a similar infraction. When disciplinary actions are no longer active they will be removed from the employee's personnel file.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

A grievance as referred to in this Article is any dispute concerning the interpretation or application of any provision of this Agreement unless specifically excepted. Each grievance must be initiated at the first step within ten (10) working days after the employee had knowledge of the event or reasonably should have had knowledge of the event causing the grievance. The steps of the grievance procedure shall be as follows:

**STEP 1:** The aggrieved employee shall first discuss his/her grievance with the immediate supervisor; at the employee's option, this discussion may take place with or without a Union representative present. The immediate supervisor shall give

his/her answer to the aggrieved employee within three (3) working days after the presentation.

**STEP 2:** If the grievance is not resolved at the first step, the grievance shall be reduced to writing (within three (3) working days from the receipt of Step 1 response) setting forth the complaint, the specific violation of the contract, and the remedy sought. The grievance shall be submitted to an appropriate Medical Facility Administrator.

The second step hearing shall be convened, within five (5) working days after receipt of the grievance, with the Supervisor, Human Resources Representative, Union Representative and the Grievant. The Supervisor or Human Resources Representative shall give their answer in writing within three (3) working days after the conclusion of the hearing.

**STEP 3:** An appeal to the third step of the grievance procedure must be made within five (5) working days following receipt of the second step answer. A Union Representative shall send the Human Resources Manager the written appeal of the grievance.

The third step hearing shall be convened, within five (5) working days, with the Human Resources Manager (or designee), the Medical Facility Administrator, the Union Representative and the Grievant. The Human Resources Manager shall give his/her answer in writing to the Union within five (5) working days following the conclusion of the hearing.

**STEP 4:** Should the grievance not be resolved at the third step, the Union will have fifteen (15) working days following receipt of the third step answer in which to appeal the grievance to arbitration. Appeal to arbitration will be made by letter to the Human Resources Manager. Cases not resolved under the grievance procedure set forth above may be appealed by either party to arbitration. The Arbitrator shall be selected by mutual agreement of the parties. However, if the parties cannot agree upon an acceptable Arbitrator within five (5) working days, an Arbitrator shall be selected through the processes of the Federal Mediation and Conciliation Service. The decision of the Arbitrator will be final and binding on both parties. The Arbitrator's fee shall be borne equally by both parties. The Arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance within specific terms of this Agreement and shall not have jurisdiction to add to, subtract from or alter in any way, the provisions of this Agreement.

**GENERAL:** (1) Time limits may be extended by mutual agreement. The parties will take into account the needs of patient care when considering the application of time limits under this Article.

(2) Any step of the grievance procedure may be waived by mutual agreement of the parties.

(3) Any case of dismissal shall be forwarded directly to Step 3, unless the parties mutually agree to other procedures.



**(4)** If the Employer does not act within the time limit provided at any step, the Union may proceed to the next step or wait for a requested hearing or decision, at its option. Any matter not appealed timely is automatically considered settled.

## **ARTICLE 10 CONTINUING EDUCATION**

**10.1 Cash Grant Assistance:** It is the policy of the Employer to encourage and support the career development of its tenured employees since this contributes to the improvement of the quality of services to the Employer members and aids the employee to be more valuable to the Employer. In furtherance of this policy of the Employer to provide such training as will advance the efficiency and effectiveness of the staff, the Employer will provide cash grant assistance, as follows:

**(a) Eligibility:** A full or part time employee hired to work 20 + hours/week is eligible to request cash-grant assistance funds after completion of his or her probationary period.

**(b) Approval:** Approval will be granted only for those courses, seminars, programs, educational materials and related travel costs which are directly job-related. Each request is to be submitted no later than thirty (30) days in advance wherever possible, and will be reviewed on its specific merits. Approval is in the sole discretion of the Employer.

**(c) Financial Assistance/Reimbursement:** The maximum amount to be provided by the Employer is as follows:

Effective January 1, 2001 \$1,160 per calendar year (\$1,435 for Nurse Practitioners, Physician Assistants, Certified Nurse Midwives, Psychotherapists, Crisis Therapists, CRNAs, Chemical Dependency Counselors, Audiologists, Medical Social Workers, and Case Managers). Effective January 1, 2002, \$1,195 per calendar year (\$1,470 for Nurse Practitioners, Physician Assistants, Certified Nurse Midwives, Psychotherapists, Crisis Therapists, CRNAs, Chemical Dependency Counselors, Audiologists, Medical Social Workers, and Case Managers).

A newly hired employee may use up to 50% of the annual amount specified above during the calendar year in which he/she is hired. No newly hired employees is eligible to use any funds until he/she has completed his/her three month probationary period. All amounts are pro-rated for part time employees. A maximum of Two Hundred Dollars (\$200.00) per year of the total may be used for noncourse-related books and periodicals. A maximum of Five Hundred Dollars (\$500.00) per year of the total may be used for approved travel, meals and lodging. In instances where a course or seminar will be of particular benefit to the employee and to the organization, an employee may ask for an exception to the \$500 limit on travel, meals and lodging. The Medical Facility Administrator will have the authority to grant such exceptions when he/she deems it appropriate.

The costs of training in the form of courses at accredited institutions of higher education requiring tuition, if approved in advance of enrollment, will be borne by the

Employer upon proof of successful completion of the course, not to exceed the maximum sum noted above.

**(d) Employees Leaving the Employer:** Employees who leave the Employer for any reason, other than layoff or disability, prior to the completion of any continuing education benefit under this Article or within six (6) months thereafter, will forfeit their eligibility for reimbursement, have the costs deducted from their final paycheck, or be required to reimburse the Employer for educational assistance paid to them in the six (6) month period preceding the date of separation.

**(e) Educational Leave:** Leave for continuing education/job development purposes may be granted with the approval of the Employer if the employee's absence will not significantly affect the functioning of the department.

Employees are allowed up to twenty four (24) hours paid education leave during their first year of employment. In the second and succeeding years of employment, eligible employees will be allowed up to forty (40) hours paid education leave per year. The minimum absence period for education leave is one (1) hour. Education leave is pro-rated for part time employees working 20+ hours/week.

Education leave may not accrue from year to year. It may not be utilized on other than scheduled work days. Education leave may not be used as terminal leave.

**(f)** In addition to the foregoing, administrative leave may be granted, with the approval of the Employer, for the purpose of teaching, guest-lecturing, panel participation, presentation of papers and sitting for qualifying examinations if the employee's absence will not significantly affect the functioning of the department.

**10.2 (a) Education Required by the Employer:** If the Employer requires an HP to attend a specific course of training, said employee will be reimbursed for all course connected expenses and fees. Time of attendance will be considered as time worked for pay purposes rather than credited to the employee's educational leave.

**(b) Additional License:** Employees required to be licensed and/or certified in more than one (1) legal jurisdiction because of job requirements will have the additional license and/or certification paid for by the Employer.

**10.3 Educational Leave Without Pay:** Leave of absence without pay may be granted for the purpose of pursuing recognized individual educational goals. The continuation of employees benefits and accrual of seniority, etc., is determined and handled as per the leave of absence without pay procedure set forth in Section 17.4 (d).

**10.4 In-Service Training:** In cooperation with the Union, the Employer shall develop and maintain an effective in-service program for its employees, including but not limited to, the following:

**(a)** provide an organized plan of orienting all new employees to the objectives, goals, policies and procedures of the Employer.

- (b) provide an organized plan of orienting all employees to the job descriptions, responsibilities and work assignments of their particular job.
- (c) provide courses in new concepts, innovations and techniques in providing patient care.

In-service will generally occur during times when patients are not regularly scheduled. If attendance at the program is mandatory, then such time of attendance will be considered as time worked (productive time) for pay purposes.

**10.5 Educational Fund:** The Employer will continue the educational fund which was started in the prior contract. The fund will be used to provide educational opportunities for bargaining unit employees.

A task force of four Union and three Employer representatives, with a bargaining unit member as chair, will be formed to administer the fund. The task force will have the authority to make decisions on fund expenditures. It is the intention of the parties that consideration will be given to the needs of the entire bargaining unit as spending decisions are made.

If space in classes is available after bargaining unit employees are given due opportunity to apply, other employees of Kaiser Permanente, as well as non-employees, may be invited to attend. If fees are charged for participation, such fees will be deposited in the fund.

Effective January 1, in each year of this agreement an additional \$ 30,000 will be added to the fund. It is the intention of the parties that the funds be substantially spent in the years in which they are accrued, but unused funds may be carried over from one calendar year to the next.

## **ARTICLE 11 SAFETY AND HEALTH**

**11.1 Occupational Safety and Health Act of 1970 (OSHA):** The Employer assures safe and healthful working conditions free from recognized hazards that might cause injury or death to staff members in employment throughout its medical facilities and offices.

All staff members have the right and duty to bring unsafe conditions to the attention of management. No staff member may be discharged or discriminated against in any way for filing safety and health complaints or otherwise exercising their rights under the Act.

**11.2 Response to Complaints:** Complaints brought to the Employer's attention will be responded to within five (5) working days of said complaint.

## **ARTICLE 12 PROFESSIONAL LIABILITY INSURANCE**

The Employer carries medical malpractice and liability insurance which includes all HPs in its employ, a copy of which policy shall be made available to the Union upon request. Such insurance holds the Employer's employees harmless from any liability where the liability is imposed because of negligent acts of an employee in the course and scope of employment and performance of job duties. (See Appendix V for further information.)

The various professional categories which comprise the Bargaining Unit will appear on the corporate general liability policy. The individuals covered will not be named in any greater detail than Physician Assistants, Nurse Practitioners, Medical Technologists, etc.

The Employer agrees to hold HPs harmless for those actions which are within the scope of their employment. But, intentional torts are not to be included in this provision.

In the event a suit is filed concerning an HP, the Employer shall provide the Union member written notice of the suit within five (5) working days of learning of the suit.

### **ARTICLE 13 NO STRIKES OR LOCKOUTS**

The parties agree that there shall be no strikes or lockouts during the term of the Agreement. Nor shall either party engage in any activity prohibited by the NLRA.

In the event of a lawful work stoppage by another union representing employees at KFHP, bargaining unit employees shall be expected to report to work, however employees shall not be required to walk through a lawful picket line sanctioned by their own International Union.

### **ARTICLE 14 VACATION LEAVE**

**14.1 Computation of Vacation Leave:** Employees shall continue to earn vacation leave as heretofore, accruing such leave on the following basis:

1st year of employment	15 days	10.0 hrs/mo
2nd year of employment	16 days	10.7 hrs/mo
3rd year of employment	17 days	11.3 hrs/mo
4th year of employment	18 days	12.0 hrs/mo
5th year of employment	19 days	12.7 hrs/mo
6th year of employment	20 days	13.3 hrs/mo

Leave is accrued on the first (1st) day of each month following the employee's date of hire by all permanent full and part time employees hired to work 20+ hours/week. Such part time employees earn vacation leave on a pro-rated basis.

#### **14.2 Vacation Leave During Probation Period:**

**(a)** Accrued vacation leave may not be used by a new employee until completion of the initial probationary period. Payment will not be made for accrued vacation leave if the employee is separated or resigns during the probationary period.

(b) An employee on disciplinary probation or suspension may not use vacation leave.

(c) An employee in a new position may use a maximum of ten (10) days accrued vacation leave during the probationary period.

**14.3 Annual Carry-Over of Vacation Leave:** Employees may accrue vacation leave up to two hundred percent (200%) of the annual allotment. Any vacation leave in excess of the maximum accrual amount of the annual allotment will be forfeited and dropped from the records on the first (1st) day of the month when the accrual is adjusted.

**14.4 Payment for Unused Vacation Leave:** Employees terminating employment will receive payment for all accrued vacation through the last day of active work as part of the final paycheck.

**14.5 Approval:** Employees requesting vacation leave shall be notified by the Employer as to whether or not the leave has been approved within two (2) weeks of the request or the submission deadline, whichever is appropriate.

If a supervisor cancels approved vacation leave after an employee has made a non-refundable payment or deposit toward hotel accommodations, housing, or travel expenses, the employee will be eligible for reimbursement of up to \$2,000 of such forfeited money. The following rules will apply to this reimbursement process:

- (1) The payment or deposit must have been made after the vacation was approved;
- (2) The employee must provide proof that the funds were paid and forfeited;
- (3) The reimbursement must be requested in writing by the employee

## **ARTICLE 15 HOLIDAYS**

**15.1 Holidays to be Observed:** Employees shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus a floating holiday for non-probationary employees.

**15.2 Additional Holidays:** Employees shall be entitled to a full day off either on the last working day before Christmas Day or the last working day before New Year's Day, based on a two (2) year rotating schedule. No regular employee will be requested to work the working day preceding the same holiday two (2) years back to back without his/her agreement. However, if an employee is required to work such a schedule, the employee shall receive holiday premium pay.

**15.3 Alternative Holidays:** Where facility/department staffing needs make it appropriate, supervisors may offer alternative days off to employees. In such cases individual employees are free to decline the alternative days offered. Prior to offering alternative days, the Employer will consult with the Union.

**15.4 Holiday Pay:** A permanent part time employee hired to work 20+ hours/week shall be entitled to the holidays in Sections 1 and 2 above. The holiday pay shall be equal to the amount of time the employee would have been scheduled to work on the date on which the holiday falls.

Full-Time employees are eligible for all holidays in Section .1 above. When a holiday falls on a day a full-time employee normally works, the employee shall be paid for the amount of hours normally scheduled. (Examples: An employee whose normal schedule includes eight (8) hours on Wednesdays would receive eight (8) hours of holiday pay when taking off a holiday which falls on a Wednesday. An employee whose normal schedule includes ten (10) hours on Wednesdays would receive ten (10) hours of holiday pay when taking off a holiday which falls on a Wednesday.)

When a holiday falls on a day a full-time employee normally does *not* work, the supervisor may allow an alternate day off with pay. If the supervisor elects not to allow such an alternate day, the employee shall be paid for eight (8) hours of holiday pay. Such holiday pay will not be considered as "productive" in the calculation of overtime.

When a holiday fall on a day when a full-time employee is normally scheduled to work fewer than eight (8) hours, the employee will be given eight (8) hours of holiday pay for the day, but the additional hours beyond the employee's normal schedule will not be considered as "productive" in the calculation of overtime.

**15.5 Observance:** Holidays specified in this Article shall be observed on the same day they are observed by the Government of the United States.

**15.6 Holiday Work:** If an employee is scheduled to work on an Employer designated holiday, the employee shall be paid at two and one half (2 ½) times the employee's regular rate for all hours worked on the holiday.

Employees who work on both the "actual" and the "observed" holiday will receive holiday premium for both days.

## **ARTICLE 16 SICK LEAVE**

### **16.1 Accrual Rates:**

(a) All permanent full time employees accrue sick leave benefits at the rate of eight (8) hours per month for a total of twelve (12) working days per year.

(b) All permanent part time employees hired to work 20+ hours/week accrue sick leave benefits on a pro-rated basis.

**16.2 Notification of Sick Leave:** HPs shall notify their immediate supervisor, or his/her designee as soon as practical, but in no case later than one (1) hour before the

beginning of a scheduled work day on which sick leave is taken. Employees using three (3) successive working days or more of sick leave may be requested to have a doctor's certificate. Sick leave may only be used in cases of illness or injury.

HPs shall make every effort to give two (2) hours notice when sick leave is taken, if requested by the supervisor. Employees working evening and night shifts should provide at least three (3) hours of notice when possible.

**16.3 Carry-Over of Unused Sick Leave:** Sick leave benefits may be accrued without limitation.

**16.4 Sick Leave Credit:** In the event of a job layoff, when rehired, prior to the expiration of the one (1) year layoff period, any unused sick leave on the books at the time of layoff shall be credited to the rehired employee's account.

There shall be no payment of accrued sick leave upon termination of employment.

**16.5 Personal Leave:** Permanent full time employees who have successfully completed the new employee probationary period are eligible to accrue three (3) days of personal leave during each employment year. They may accumulate up to a maximum of six (6) days of personal leave. This leave is charged against accrued sick leave. Part time employees hired to work 20+ hours/week shall be eligible for personal leave on a prorated basis.

Personal leave is granted for any of the following reasons: legal transactions, moving, household repairs, court appearances, child care problems, religious observances and other necessary personal business which must be conducted during working hours.

In the event an employee is granted time off for reasons which would normally allow the use of Personal Leave, but the employee does not have sufficient accrued sick leave to cover such time off, the employee may use accrued vacation or float holiday.

**16.6 Accrual of Personal Leave:** Personal leave does not accrue from one employment year to the next, except as specified in 16.5 above.

**16.7 Benefits Upon Rehire:** In the event that an HP is rehired within six (6) months of termination, the HP's prior sick leave balance at termination will be restored to the employee's account. In addition, previous service will be counted in determining pension and other benefit eligibility; insurance coverage will commence on the first of the month following re-employment.

## **ARTICLE 17 OTHER LEAVE PROVISIONS**

### **17.1 Military Leave:**

(a) The Employer recognizes such programs as the Military Reserve or National Guard, and will pay a permanent employee (full time or part time working 20+ hours/week) the difference between the employee's regular salary and the military base pay for the time he or she is obligated to be away from the job, not to exceed ten (10) working days per year for full time employees and five (5) working days for part time

employees to satisfy reserve status requirements. This time is in addition to any accrued vacation leave.

**(b)** A full time permanent employee who has not completed his/her military obligation will be granted ten (10) working days with pay each calendar year to meet these requirements (maximum five (5) working days for part time employees working 20+ hours/week). If an employee has not completed his/her military service, he/she may be granted leave without pay up to a maximum of one hundred twenty (120) calendar days for this purpose. Approved leave without pay for this purpose will not affect seniority. However, seniority and other fringe benefits do not accrue during the period of approved leave without pay.

**(c)** In the event of an authentic military emergency, when any military unit is activated by a legitimate government agency, the Employer's permanent employees who are members of any military reserve unit and are called to duty will be reimbursed for a reasonable period according to the guidelines above.

**(d)** Employees drafted into active duty with the Armed Services of the United States shall continue to accumulate seniority, and shall retain all rights and privileges of employment. Upon return from active duty, they shall be reinstated to their former or equivalent position, provided only that application for such reinstatement is made within two (2) calendar months following release from active duty.

**17.2 Jury Duty:** Employees shall be provided leave with supplemental pay during periods of required jury service. Supplemental pay from the Employer shall be an amount which, when combined with the pay received by the employee for such jury duty, shall equal the total regular salary which would have been received by the employee from the Employer for the same period of time.

**17.3 Voting Time:** Employees who are eligible voters, and who do not have sufficient time before or after work to vote, shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours.

**17.4 Authorized Leave of Absence:**

**(a) Eligibility:** Full and part time employees (20+ hours/week) with a minimum of one (1) year of continuous service shall be eligible to apply for a leave of absence without pay. Such leave of absence may be granted at the discretion of the Employer and approval shall not be unreasonably withheld. Requests for a leave of absence shall be considered at any time of year and may be granted by the Employer for emergency conditions, unusual home or family situations, education or health needs.

**(b) Leave of Absence for Occupational Injury or Illness:** After thirty (30) days of employment for those absences covered by Workers' Compensation, an HP's leave of absence shall be continuous until such time as the HP has been released by the attending physician from his/her period of temporary disability and is available and physically capable of, and qualified for, performing substantially all job tasks. Such leave of absence may be extended through the entire period of temporary disability, but in no case shall the total period of leave of absence exceed nine (9) months.

**(c) Written Request:** Requests for a leave of absence must be submitted to the HPs supervisor for approval by the Employer. Such request must be in writing and



state the starting date and the expiration date of the requested leave of absence and shall set forth the details of the leave request. Requests should be submitted as far in advance as possible, with education requests submitted at least thirty (30) days in advance, wherever possible.

**(d) Accrual of Rights:** An HP shall not forfeit any accrued rights during an authorized leave of absence without pay, but likewise shall not accrue any new rights during such leave. For example, an employee would not accrue seniority or vacation leave during the period, nor would he/she be eligible for holiday pay on holidays which may occur during the leave of absence period.

Premiums for health insurance, group life and disability insurance must be paid by the HP during the period of approved leave of absence. Retirement contributions are not made by the Employer during the leave of absence period as well.

**(e) Return to Work:** An HP on leave of absence must give his/her supervisor four (4) weeks notice prior to returning from a leave of absence. Upon return from a leave of absence, an employee will be returned to his/her position if it is available, or offered a comparable position to the one held without loss of seniority.

**17.5 Medical Leave:** The Employer shall, upon request and furnishing of medical verification of disability, including pregnancy-related or child birth-related disability, grant paid and unpaid medical leave not to exceed six (6) months within any twelve (12) month period, with no loss of seniority. Application for medical leave must be made at least four (4) weeks prior to the start of the requested leave, where possible.

HPs taking medical leave under this provision will be granted the right to return to the same or an equivalent job as that held immediately prior to their taking medical leave, at the same rate of pay, plus any increases given to their job classification during the time of the medical leave of absence.

**17.6 Dependent Care Leave of Absence:** The Employer shall, upon request and furnishing of verification of need, grant a leave of absence for dependent care purposes, such as the care of a newborn or newly adopted child, or the care of a sick child, spouse or parent, not to exceed three (3) months within any twelve (12) month period. When such leave is taken after a period of medical leave (such as in cases of pregnancy and childbirth), the total period of paid and unpaid leave, both for the period of medical leave and dependent care leave, shall not exceed six (6) months within any twelve (12) month period.

Employees on Dependent Care Leave of Absence shall use all accrued vacation leave prior to going on leave without pay. An employee who exhausts his/her vacation leave during a Dependent Care Leave of Absence will be eligible to apply for unpaid time off, not to exceed one week, during the six months following his/her return to work. Application for a Dependent Care Leave of Absence must be made at least four (4) weeks prior to the start of the leave, except where such notice is not possible.

HPs taking leave under this provision will be granted the right to return to the same or an equivalent job as that held immediately prior to their taking leave, at the same rate of pay, plus any increases given to their job classification during the time of the leave of absence.

**17.7 Condolence Leave:** Employees shall be allowed three (3) days compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to: (natural or step) mother, father, son, daughter, spouse, (or such "significant other" as designated in writing, in advance, to Human Resources) mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, legal guardians, legal wards, and any other blood relative living under the same roof as the employee.

In addition, when appropriate, necessary time off for travel purposes, as measured by the fastest practical mode of transportation, shall be granted.

Part time employees shall be deemed covered by Section 17.7 on a pro-rata basis, but shall be entitled to pay only in respect to days when they were actually scheduled to work.

**17.8 Miscellaneous:** All paid leave utilized under this Article shall be treated as follows:

- (a) Such leave shall be compensated at the HP's regular rate of pay.
- (b) Such leave shall be counted as time worked in computing seniority rights, vacation leave rights, and any other entitlements for which the computation of time worked is a consideration.
- (c) Upon completion of leave, the HP shall be returned to regular employment with all rights and benefits accruing thereto, provided the HP has given two (2) weeks notice prior to expiration of such leave.

## **ARTICLE 18 HEALTH, WELFARE AND RETIREMENT**

**18.1 Health Insurance:** Full time and part time employees (20+ hours/week) will be entitled to health insurance coverage under one (1) of the options offered by the Employer. Such coverage will include \$10 office visit co-payment and \$5 pharmacy co-payment (\$3 mail order and \$15 if filled at an outside pharmacy). For full time employees, the Employer will contribute an amount up to the cost of comparable KFHP coverage. For part time employees, the Employer will contribute an amount equal to the cost of individual KFHP coverage with additional premiums being pro-rated based upon scheduled hours. Employees will pay all premiums for coverage which exceed comparable KFHP coverage.

Effective January 1, 1997, all newly hired employees who receive health coverage (including employees who transfer from on-call or temporary status, or from positions outside the bargaining unit) will participate in the Health Plan Cost Sharing Plan which covers non-represented employees in the Mid-Atlantic States Region. Such employees will participate in the Plan on the same basis as other covered employees. If the Employer modifies the Plan for other covered employees, such changes will also take effect for these employees.

Such coverage shall become effective on the first (1st) day of the month following the date of hire, or during open season.

HPs living outside the KFHP service area may select coverage through an existing indemnity health option without paying the premium differential.

Effective January 1, 2001 mental health benefits under KFHP health coverage plan will require \$20 copays for individual visits and \$10 copays for group visits.

**18.2 Group Life Insurance:** The Employer will provide each incumbent full time HP covered by this Agreement with term group life insurance equal to one (1) times the HP's base annual salary. For new employees, coverage shall become effective on the date of hire. Additional optional coverage at group rates is to be effective on the first (1st) of the month following election of specific optional coverage. Part time employees who are scheduled for thirty (30) or more hours per week may elect to participate in this plan at their own expense.

**18.3 Disability Insurance:** Permanent full time and part time (20+ hours/week) HP's with one (1) year of continuous service are eligible to participate in the Long Term Disability Insurance program offered by the Employer. Should this program be modified so as to permit participation by permanent employees with less than one (1) year of continuous service, such employees will then be eligible to participate.

Employees working twenty (20) or more hours per week will be enrolled in a Short Term Disability Program. The Employer will pay the cost of this program. Newly hired employees will be enrolled the first of the month following their date of hire. The Short Term Disability Program will pay an employee who is unable to work because of illness or injury fifty percent (50%) of his/her normal wages. There is a thirty (30) day waiting period from the onset of disability before benefits are payable. Benefits are payable for up to six (6) months from the onset of disability or until the end of disability, whichever occurs first. All accrued sick leave must be used before disability payments will commence. Employees who are covered by this plan should consult their Summary Plan Description for more details on plan benefits and restrictions.

**18.4 Retirement Program:** All regular employees covered by this Agreement are eligible to participate in the defined benefit Kaiser Permanente Mid-Atlantic Employee Pension Plan after twelve (12) months of service. The plan is Employer paid and provides a definite guaranteed monthly income upon retirement based on length of service and pay level (1.4% of final average pay times years of credited service) once the vesting requirement of five (5) years (or age 65 requirement) is satisfied. A full description of the plan is contained in a separate Summary Plan Description distributed to all employees and a plan document is available for employee inspection.

**18.5 Workers' Compensation:** The Employer shall carry Workers' Compensation insurance for the protection of full and part time employees while performing their work duties.

**18.6 No Reduction in Benefits:** HPs covered by this Agreement shall not suffer the loss or reduction in any health, welfare, or retirement benefit now being enjoyed by them. During the term of this Agreement, any potential changes in benefits deemed necessary by the Employer and of equal value to an existing benefit will be discussed in advance with the Union.

**18.7 Part Time Benefits:** Part time employees shall receive benefits based upon scheduled hours, as outlined in this Agreement. However, if in any twenty-six (26) week

period an employee is paid for additional hours beyond the normal schedule such that the employee averages more hours than their regular schedule, the employee's status for benefits accrual purposes shall be adjusted upward to reflect such additional hours. This adjustment shall be for a period of twenty-six (26) weeks and shall be applied prospectively only. The Employer shall recalculate insurance premiums and leave accruals for existing benefits. The addition of new benefits shall be done only at the specific request of the employee. Benefits shall be adjusted at four (4) hour intervals (i.e. 20, 24, 28, 32, 36, 40). An employee must meet or exceed one of these intervals of hours paid to have his/her benefits adjusted up to that level. The employee is responsible for initiating the request and supplying a copy of the documentation reviewed.

**18.8 Dental Plan:** A dental plan will be implemented fully Employer paid for full time permanent employees and pro-rata for permanent, part time employees based upon scheduled hours worked. The benefits will cover eighty percent (80%) of reasonable and customary fees for basic services and sixty percent (60%) of reasonable and customary fees for prosthodontic services. The plan will cover employees and eligible dependents following six (6) months service.

Orthodontic coverage will also be provided. Dependent children up to age 18 will be covered for fifty percent (50%) of reasonable and customary orthodontic charges up to a One Thousand Dollar (\$1,000) lifetime maximum benefit per child.

**18.9 Tax Sheltered Annuity:** The Employer will make it's Tax Sheltered Annuity (TSA) plan available to HP's. The Employer shall make no contributions to such plan.

**18.10 Eyeglass Benefit:** Employees and their dependents who are covered by the Kaiser Foundation Health Plan will be entitled to an eyeglass benefit. This benefit will provide such employees and dependents with one (1) pair of eyeglasses each, every twenty-four (24) months if needed. Effective 1/1/99 employees and their dependents will be entitled to Vision Care benefits on the same basis as all other Kaiser employees.

**18.11 Lab Coats:** Nurse Practitioners, Physician's Assistants, Medical Technologists, and Oncology RNs shall be provided with lab coats to use while at work. The Employer shall bear the cost of purchasing and/or renting these coats and shall provide for their laundering.

**18.12 Dependent Care Reimbursement Program:** The Employer will offer a Dependent Care Reimbursement Program to employees working twenty (20) or more hours per week. The Program, subject to IRS regulations, will allow employees to make tax-exempt payroll deductions to cover dependent care expenses, such as payments to day care centers, nursery schools, and adult dependent care centers.

**18.13 Team Incentive Plan (TIP):** Employees will participate in the Team Incentive Plan (TIP) beginning in 2000, with potential payouts in 2001, 2002, and 2003. The Employer retains the right to modify or discontinue The Plan as it deems appropriate.

**18.14 Post Retirement Health Coverage:** Effective January 1, 1998, employees who qualify for retirement under their pension plan, and who have twenty-five (25) or more years of credited service with Kaiser Permanente, are eligible to receive post-retirement health coverage. The coverage will commence at age 65 or upon retirement, whichever is later. The Employer will pay \$65 per month toward the cost of coverage which is

supplemental to Medicare. The retiree must obtain and retain Medicare Part B coverage at his/her own expense.

## **ARTICLE 19 MISCELLANEOUS**

**19.1 Nondiscrimination:** The Employer and the Union agree that there shall be no discrimination against any HP on the basis of race, color, religion, national origin, sex, age, marital status, handicap, status as a Vietnam veteran or disabled veteran, political affiliation, ethnic background or military draft status. Further, the Employer and the Union agree that there shall be no discrimination on any basis which is prohibited within the legal jurisdictions in which the Employer operates.

The parties further agree that they will cooperate with each other in the implementation of any legally required affirmative action plan necessary to ensure equality of opportunity in all aspects of employment.

The provisions of Executive Order No. 11246 and applicable provisions of Title VII of the Civil Rights Act of 1964 are incorporated herein by reference.

**19.2 Task Force:** There shall be a Task Force composed of three (3) representatives of the Union and three (3) representatives of the Employer. The role of such Task Force will be to discuss such matters as may be of concern to either party. The Task Force will meet quarterly or on-call of any of its members through the Union and the Employer. The Union and the Employer will develop an agenda prior to the meeting and may include any topic suggested by any member of the Task Force but shall exclude topics only by mutual consent. The issues of staffing and on-call use will be standing agenda items.

**19.3 Travel Allowance:** HPs required to travel on Employer business shall receive the established mileage rate for such travel (for the difference in mileage between the HP's work site and other work site or meeting place to which the HP is assigned to go).

**19.4 Time Recording:** HPs will be required to complete those records required by the Employer indicating time worked each week. Such records and form of same are determined by Payroll Office needs.

**19.5 Bulletin Boards:** In the employee lounge at each Employer medical facility there shall be available adequate bulletin board space for use of the Union.

**19.6 Transfers:** No HP shall be transferred to another facility without a minimum of one (1) month's notice.

**19.7 Meeting Rooms:** The Employer will provide access to available meeting rooms during normal business hours for joint Kaiser Permanente and Union use for grievance meetings and for negotiations at a location in which there are no Union employees employed. Other requests will be considered by the Medical Facility Administrator and Human Resources Manager on a case-by-case basis.

**19.8 Savings Bonds:** The Employer will establish and maintain a system whereby United States Savings Bonds may be purchased by employees via payroll deductions.

**19.9 Voluntary Termination of Employment:** Employees are normally expected to provide four (4) weeks of notice when resigning from employment.

**19.10 Licensure and Accreditation:** It is the responsibility of each HP to ensure that his/her license and/or accreditation is kept current and that documentation has been provided to his/her supervisor. If an HP's license/accreditation has expired, he/she will notify the supervisor immediately. Failure to keep licensure/accreditation current will result in removal from his/her job, and may result in termination of employment or other discipline, depending upon the individual circumstances of the situation.

## **ARTICLE 20 SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 21**  
**DURATION AND RENEWAL**

This Agreement shall become effective October 1, 2000, and shall remain in full force and effect until December 11, 2007 (see National Agreement for details about possible reopening of the agreement between 10/1/05 and 4/1/06). This Agreement shall remain in effect from year to year thereafter, unless either party gives notice to the other within ninety (90) days of December 11, 2007, or any succeeding year, by Certified Mail, that it desires to terminate or modify the Agreement. If and when such notice is given, negotiations shall proceed with all due diligence. If an Agreement has not been reached upon the date this Agreement expires, the terms of this Agreement shall continue until a new Agreement is reached provided the parties are negotiating in good faith and do not reach impasse.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

KAISER FOUNDATION HEALTH  
PLAN of the MID-ATLANTIC  
STATES, INC:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 400:

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX IV DIFFERENTIALS**

<b>JOB</b>	<b>AMOUNT</b>
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Lead RN:	\$1.00
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All differentials are expressed on a per hour basis. The differential will be added to base pay for the purposes of overtime, shift, weekend and other premium pay calculations, and will also be included in vacation, sick leave and other time off payments.



**APPENDIX V**  
**PROFESSIONAL LIABILITY INSURANCE**

October 17, 1990

C. James Lowthers  
Secretary-Treasurer  
United Food & Commercial Workers  
Union, Local 400  
4301 Garden City Drive  
Landover, MD 20785

Dear Mr. Lowthers:

You have asked for a copy of our malpractice insurance policy which covers the members of your bargaining unit. I am aware that our collective bargaining agreement does specify that we will provide such a document upon your request.

However, you should be aware that Kaiser provides professional liability coverage for its employees. Thus, there is no "policy" as is generally issued by traditional indemnity insurers.

Employees of Kaiser Foundation Health Plan are fully protected against liability for negligence or malpractice arising out of their normal course of employment. Kaiser is responsible for the defense of such cases as well as payment of any judgments rendered against or settlement entered into on behalf of the employee due to job related negligence or malpractice. The only possible exception to this, which rarely occurs, is if the employee is deemed to have acted outside the scope of his or her employment or is deemed to have committed an intentional tort.

The Kaiser Permanente Medical Care Program arranges for professional liability protection through a combination of insurance and self-insurance. In all, the Program maintains professional liability insurance protection in the amount of \$300,000,000.00 per year.

Kaiser Permanente constitutes the largest non-governmental health care organization in the world. As such, it has total assets in excess of \$5,100,000,000.00 with annual revenue (in 1989) of \$6,900,000,000.00. These amounts equal or exceed the financial resources of many large insurance companies. Therefore, the Program is sufficiently financially viable to self-insure a portion of its liability and malpractice risks and has successfully done so for over 25 years.

If you have any questions or wish to discuss this matter further, please contact me at your convenience.

Sincerely,

/s/ Donald R. Hartman  
Regional Counsel

cc: Chuck Phillips

## **Appendix VI**

### **Side Letter Agreements**

#### **Patient Volume for Nurse Practitioners and Physician Assistants**

The Union and Employer will meet if necessary to discuss Nurse Practitioners' and Physician Assistants' concerns regarding patient volume.

#### **Ambulatory Surgery Center Call Back Pay**

In the event that we begin to perform emergency outpatient surgery after normal hours, we will need to have surgical staff on "call back" status. The employee would be paid \$6.00 per hour. If called into work, the employee would be paid at his/her regular rate (plus applicable differentials) and would receive a minimum of two hours of pay for such work. In scheduling "call back" the Employer would first ask for volunteers, and then assign remaining shifts (if any) on a rotating basis.

#### **Union Input on TIP Targets**

As we have discussed, the Employer begins the process of setting annual TIP targets in October of each year. This process normally takes four to six weeks to complete.

The Union has expressed the desire to have input into this process. Although the Employer cannot negotiate the targets (since the targets apply to a number of union and non-union groups), we are willing to provide a formal opportunity for the Union to have input into the target-setting process.

#### **Performance Evaluation Process**

During the course of negotiations, the Union has expressed concerns about the performance evaluation process used for bargaining unit employees, and has expressed the desire for a mechanism for bargaining unit employees to provide feedback to and about their supervisors. Although the Employer is not able to commit to a specific course of action at this time, it has committed to consultation with the Union before performance evaluation forms are next revised. The Employer and the Union both believe that feedback from multiple sources is a desirable goal.

## **Bumping Guidelines**

During bumping the following guidelines shall apply:

1. Bumping will be done on a bargaining unit wide basis.
2. HPs must be qualified to perform the duties of the position they are bumping into. The term "qualified" is defined as having the appropriate licensure or certification, meeting the stated job requirements, and being capable of performing the full duties of the job within 120 days. Issues such as the recency of experience, other available staff support, and the feasibility of modest retraining are issues which will be discussed and considered by the Employer and the Union in making such determinations.
3. If a vacancy exists for which the bumping HP is qualified, that vacancy will be offered as the bump.
4. Full-time HPs (40 hours) bump full-time HPs, part-time HPs (20 -39.9 hours) bump part-time HPs, short-hour HPs (fewer than 20 hours) bump short-hour HPs. If a full-time HP has no full-time bump available, but would be able (according to the provisions in the collective bargaining agreement) to bump a part-time or short-hour HP, such a bump will be offered. If a part-time HP has no part-time bump available, but would be able (according to the provisions in the collective bargaining agreement) to bump a short-hour HP, such bump will be offered.
5. Bumps are offered without regard to the "lead" status of the HP being bumped. However, the bumping HP will not necessarily become "lead".
6. An HP who occupies more than one position where only one position is being eliminated will have three options in bumping. These are: (1) the HP may retain the position which is not being eliminated and drop the other position, (2) the HP may bump into a new position (if available) and give up both of his/her previous jobs, or (3) if there is no schedule conflict, the HP may retain the position which is not being eliminated and also bump into a new position. In any event, the bump which is offered will be determined by the normal bumping process and will not be affected by scheduling issues.
7. HPs will be given overnight, if necessary, to make the decisions whether or not to accept an offered bump.
8. Although a probationary period exists for bumping HPs, HPs who fail probation will be laid off rather than terminated.
9. HPs who change jobs through bumping are not restricted from bidding on other vacant positions.
10. HPs in layoff status retain internal bidding rights for one year.

## **Confidentiality of Employee Medical Records**

The parties recognize the critical importance of maintaining the confidentiality of the medical records, both written and electronic, of the employees of Kaiser Permanente. During the first three months of 2000 a joint committee will be formed to examine the issues related to confidentiality and to recommend procedures which will maximize confidentiality while maintaining the effective and efficient operations of our facilities. Ideally this committee will operate under the auspices of the Labor/Management Committee and/or the Labor/Management Partnership, but if this does not prove feasible the committee will proceed as a joint effort between the Employer and Union.

## **Certified Nurse Midwives**

In the event that a Certified Nurse Midwife position is eliminated, and the CNM moves into a Nurse Practitioner position, the wage level of the CNM will be "red circled" for one year.

## **Flexible Benefits and PTO**

If, during the term of this agreement, the Employer requests that the Union meet and discuss the Flexible Benefits (Flex) and Paid Time Off (PTO) programs, the Union agrees to do so. The Employer will present information about the programs and the Union agrees to consider the following options:

1. To switch the bargaining unit from the contractually defined benefit and time-off package to the Flex and PTO package; or
2. To allow individual bargaining unit employees the option to switch to Flex and PTO.

During these discussions either party may propose other alternatives to those listed above. In any event, there will be no switching into Flex and PTO without the mutual agreement of the Union and Employer.

## **Hospital Hotline Coordinators**

During the course of negotiations, the Union has raised the issue of inclusion of the Hospital Hotline Coordinators in the bargaining unit. The parties have agreed that inclusion of this classification in the bargaining unit can occur through either of the two methods described below.

- (1) If the Union can demonstrate majority support for inclusion, as defined in the national labor/management partnership guidelines, then they will be added to the bargaining unit.
- (2) If the Union submits a Unit Clarification request to the NLRB, and the NLRB decides that inclusion is appropriate, then they will be added to bargaining unit. In such a

case the Employer will not oppose the Union's position, but will supply such information as is needed by the NLRB to make an informed decision.

### **NPs and PAs Performing Flex Sigs and/or Colposcopies**

Nurse Practitioners and Physician Assistants will receive a \$2.00 per hour differential for hours worked during any session in which they perform one or more flexible sigmoidoscopies and/or colposcopies.

### **Leave Donation**

The Employer and Union agree to raise the issue of Leave Donation as a prospective Joint Labor Management Partnership topic/project.