

AGREEMENT

BETWEEN



KAISER PERMANENTE®

KAISER FOUNDATION HEALTH PLAN OF
COLORADO

AND

COLORADO PERMANENTE MEDICAL
GROUP, P.C.

AND



MENTAL HEALTH WORKERS



UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 7

2022-2026

This contract is dedicated to the memory of:

Gabriel Tinker

Hein Nguyen

THE OFFICES OF LOCAL 7 ARE LOCATED IN THE

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If you should have any questions or wish to file a grievance, contact your Union Representative or come to the Local Union office.

MEMBERS' OATH & OBLIGATION:

I, (your name), pledge to uphold Union principles, to support and participate in the endeavors of this Union. I promise to conduct myself in a manner that will reflect credit upon this organization.



Kim C. Cordova, President

Kevin R. Schneider, Secretary-Treasurer

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AGREEMENT

This agreement is entered into and effective as of **October 1, 2021**, by and between Kaiser Foundation Health Plan of Colorado and Colorado Permanente Medical Group, hereinafter referred to as the “Employer,” and United Food and Commercial Workers, Local 7, Mental Health Workers, chartered by U.F.C.W. International Union, AFL-CIO, CLC, hereinafter referred to as the “Union.”

The foremost objective and obligation of the Employer and the employees is to provide Health Plan members and the general public with professional health care services which meet the highest standards associated with the mental health profession represented by this Agreement. The Employer and the employees emphasize the importance of providing mental health services in a caring and courteous manner. The Employer and the Union affirm their responsibility to maintain a work environment in which all employees, regardless of position, are treated with dignity, respect and courtesy.

ARTICLE 1. SCOPE OF AGREEMENT

Section 1. Coverage

The term “employee(s)” as used throughout this Agreement, shall mean and include the employees, excluding supervisors, in the classifications listed in Exhibit “A” attached to this Agreement, at those facilities owned or operated by the Employer in the State of Colorado.

Section 2. Supervisory Employees

The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action.

Section 3. Bargaining Unit Work

- A. Providing quality health care at a reasonable cost to Health Plan members is the primary objective of both the Employer and the Union. The parties also recognize that medical care delivery techniques and medical technology are constantly changing, requiring maximum flexibility. Finally, the parties recognize that the scope of the work performed by the mental health professionals included in this unit may vary because of changes in delivery techniques, technology and economic considerations.
- B. Consistent with the above-stated objectives and principles, the parties agree that the work performed by employees may be changed from time to time so long as the purpose is to improve the quality or cost effectiveness of the health care delivered. If changes in the scope of the work performed result in a reduction in force, the Employer agrees to meet with the Union to take all reasonable steps to lessen the impact on employees through attrition and reassignment.
- C. All bargaining unit work must be performed by bargaining unit members except as follows: Physicians and Supervisors may perform bargaining unit work in

emergencies, for sick calls, for training, and when agreed to by the Institutional Union.

- D. It is not the Employer's intent to establish jobs or job titles for the purpose of excluding such employees from the bargaining unit as established in the Agreement. It is the Employer's intent to establish jobs or job titles for the purpose of growing the union and developing a stronger partnership.
- E. The parties agree that this flexibility is necessary to permit the Employer to provide quality health care to members on a competitive basis.

Section 4. Job Security Considerations

Within the spirit of Article 1 of the collective bargaining agreement and the Labor-Management Partnership, which states as one of its principles and guidelines the expectation that Kaiser Permanente employees be provided employment and income security within Kaiser Permanente, the parties to this Agreement state the following:

- A. It is understood that the parties have a mutual interest and share the responsibility for providing the highest quality of care, service and cost-effectiveness. These goals, when attained, provide the best strategy for job security;
- B. Subcontracting will not be used to diminish the mental health staff members currently on the payroll as of the date of this Agreement. Work may be subcontracted from time to time in order to provide timely, appropriate care for patients under conditions of rapid membership growth, staffing fluctuations and related operating circumstances;
- C. Kaiser Permanente further affirms that in the event an Employer group or groups elects to either omit, discontinue or not elect Behavior Health services, and there is a resulting economic impact, the Employer agrees to notify the Union and offers to meet and confer to discuss the impact on personnel;
- D. If displacement of personnel will result, the provisions and protections specified in Article 9 of the Agreement shall apply;
- E. The Employer and the Union will exercise good faith efforts to preserve as many jobs as possible by looking at attrition, job matching, training efforts or other mechanisms agreed upon by the parties.

ARTICLE 2. UNION RECOGNITION, SECURITY AND BUSINESS MATTERS

Section 1. Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent of the employees covered by this Agreement for purposes of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment.

Section 2. Union Membership

- A. It shall be a condition of employment that all employees currently covered by this Agreement and those hired on or after its execution date shall, within thirty-one (31) calendar days following the beginning of such employment, become and remain members in good standing in the Union.
- B. Employees who are required herein under to maintain membership and fail to do so, shall upon notice of such action in writing from the Union to the Employer, be replaced by a competent employee whenever such competent employee is required and available. The Employer shall be the sole judge of the competency of such employees.

Section 3. Checkoff

- A. The Employer shall deduct from each employee's wages the amount of Union dues and initiation fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deductions on a mutually agreeable form supplied by the Union including back dues and uniform assessments, provided the Union supplies the Company a list of employees and the amount to be deducted for Short-Hour employees. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of the current Agreement between the Employer and the Union, whichever occurs sooner.
- B. The Employer agrees to remit all such deductions to the President of the Local Union on or before the last calendar day of the month in which such deductions are made.
- C.
 - (1) Upon completion of ninety (90) calendar days of employment, on-call employees will be required to pay union dues. That amount is currently \$31.84 and may be adjusted from time to time by the Union.
 - (2) The payment of union dues will be required if an on-call employee works any hours in the pay period in which union dues are deducted by the Employer.
 - (3) Checkoff is voluntary and will be deducted only with proper authorization from each employee. However, failure to complete the dues deduction

authorization form will not alleviate the individual's responsibility to pay obligated dues.

- (4) Dues required for short-hour employees will be reduced to one half of the amount of regular full time and part time employees, as outlined in "A" above.
- (5) Initiation fees for on-call employees are waived, until such time that they attain regular status.
- (6) A dues deduction form, agreeable to both parties, will be sent to all on-call employees by the Employer, for completion.
- (7) It is the Union's responsibility to notify the Employer to checkoff dues of each on-call employee, to monitor the first ninety (90) calendar days of employment for each new on-call, and to notify the Employer if any on-call employees are not in good standing. The Employer will provide the Union with hours-worked computer runs of on-call employees for this purpose, which will be incorporated into current monthly dues report. The Employer will not deduct via checkoff back union dues on on-call employees. The Union may bill on-call employees directly for back dues.
- (8) Indemnity. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any actions that shall be taken by the Employer for the purpose of complying with the foregoing provision of this Section.
- (9) Changes in the criteria can be made by mutual agreement of the parties.

Section 4. Union Business

- A. When an employee is hired, promoted, transferred or demoted into a bargaining unit position, the Employer agrees to present the employee with a two-part form, mutually agreeable to the parties and supplied by the Union, which advises the employee of the following:
 - (1) **He/she/they** must join the Union within thirty-one (31) calendar days,
 - (2) **He/she/they** must remain a member of the Union as a condition of employment for the duration of this Agreement,
 - (3) The address of the Union office and the name of the Union Business Representative,
 - (4) The procedure for obtaining initiation fees, monthly dues and issuing a withdrawal card upon leave of absence or termination.

There shall be a space provided on the form for the employee to list **his/her/their** name, address, telephone number, social security number and any other information pertinent to Union business and agreeable to the Employer. One (1) copy of this form shall be provided to the employee, and one (1) copy of this form shall be mailed to the Union in a stamped, self-addressed envelope provided by the Union.

- B. For Union record-keeping purposes, the Employer agrees to mail to the Union, on a monthly basis, a listing of bargaining unit hires and terminations together with an employee roster on which bargaining unit employees are listed in seniority order.

Section 5. Access of Union Representatives

- A. In order to observe conditions existing under this Agreement and to settle grievances, representatives of the Union and the chief steward shall have the right to visit the Employer's facilities, subject at all times to facility rules.
- B. The Union agrees to notify the Behavioral Health Services Director or **his/her/their** designee of their presence in the facility for the purpose of observing working conditions, investigating reported grievances or conducting meetings between the employees and the Union. The Union further agrees that such observations, investigations and meetings shall be conducted without disruption of the Employers' operations. Meetings will be held on the premises at a place designated by the Director.
- C. Union Business Representatives and stewards shall be allowed access to appropriate materials in personnel files which are directly related to an alleged Contract violation, provided the employee's written consent is presented to the Human Resources Department. The Employer shall not use any materials from an employee personnel file, for purposes of discipline or in the grievance procedure, which have been specifically denied the Union in a request for access.

Section 6. Union Stewards

- A. The Employer agrees to recognize Union Stewards as duly authorized representatives of the Union who may receive complaints and see that the terms and conditions of this Agreement are observed, provided that such activity does not unduly interfere with the work assignment of the Union Steward or other employees. Union Stewards will be excused by their supervisor to conduct Union business, provided adequate staff coverage is available. Union Stewards will advise their supervisor when they have been requested to conduct Union business. In the event it is not convenient to release the steward at the time requested, management will consult with the steward to arrange a mutually agreeable time. One steward will be identified as the Chief Steward.
- B. The Union shall supply written notification to the Human Resources Director or **his/her/their** designee of the names and assignments of all duly appointed Union Stewards within five (5) calendar days of appointment.
- C. Subject to efficient operations and adequate staffing, the Employer will grant Union Stewards two (2) unpaid days off for attending the annual Union seminar. To facilitate scheduling the Union will notify the Human Resources Department, in writing, three (3) months prior to the seminar, of the actual dates. Attendance at the Union seminar may take precedence over vacation or other requested time.

Section 7. Steward Education and Training

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

The above reference for the paid hours shall remain in effect during the existence of the National Agreement. In the event that the National Agreement is no longer in existence, the parties will meet to bargain the amount of time, if any, allocated for Steward Education and Training.

Section 8. Employer Indemnification

The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action which shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

Section 9. Labor Liaison

The Employer shall provide a 1.0 F.T.E. for the position of a Local 7 Labor Liaison.

Section 10. Union Leave

The Employer will give serious consideration to the Union's request for a leave of absence, for an employee to conduct Union business. An employee who is granted such leave will not receive pay, benefits nor any benefit accruals during **his/her/their** leave. In no case shall the leave exceed twelve (12) months. Reinstatement to a former or comparable position shall be in accordance with reinstatement for other leaves of absence.

Section 11. New Employee Orientation

The Employer shall provide Local 7 access to new employee orientation (NEO) meetings to explain Union membership, the local Union contract, the National Agreement and the cooperative partnership relationship between the Union and the Employer. The Union portion of the NEO meetings shall be a minimum of one hour, with mandatory attendance by new employees. Employees changing from bargaining unit to another bargaining unit, and employees changing from non-represented to represented may be invited to attend NEO meetings. The Employer shall provide Alliance Unions the date and times of NEO meetings at least one week in advance and shall provide the names of new bargaining unit employees attending NEO sessions at least two days in advance of the meeting. The Employer agrees to provide a positive image of the Union and union representation and shall remain neutral with regard to union membership.

ARTICLE 3. UNION AND EMPLOYER RESPONSIBILITIES

Section 1. Employer Rights

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

Section 2. Equal Employment Opportunity

The Employer and the Union agree that neither party shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, veteran status or sexual orientation and shall duly consider reasonable accommodations for those with physical or mental disabilities.

Section 3. Family and Medical Leave

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

Section 4. Amicable Relations

The Employer and the Union recognize that the Employer's operations are different from other industries because of the medical care provided to the community. Thus, the parties agree to the following:

- A. There shall be no strikes, lockouts, sympathy strikes or other economic activity during the term of this Agreement.
- B. Should a violation of this Section occur, the Union agrees to cooperate fully and completely with the Employer during such occurrence and to take all actions within its power to prevent or terminate any violation(s) of this Section. The union shall immediately notify all employees that such action is prohibited by this section and is not in any way sanctioned or approved by the Union and shall order all employees to return to work at once.
- C. Neither party shall negotiate upon the merits of any dispute involved until the action is fully terminated and normal operations have been resumed.
- D. The Employer, CPMG, and those employees who are Local 7 members agree to work together to support an environment that provides excellent customer service and patient care.
- E. Any violation(s) of this Section shall be cause for employee disciplinary action which shall not be subject to review through the grievance procedure upon any ground other than whether the employee violated this section.

Section 5. Separability

The provisions of this Agreement are deemed to be separable to the extent that if a court of last resort adjudges any provision(s) of this agreement to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating the provision(s) so invalidated.

Section 6. New Classifications

- (a) Current bargaining unit position(s) will be posted immediately.
- (b) The Local 7 President, Union Representative and Local 7 Labor Liaison will be notified by voice mail and e-mail of new positions that are, in the opinion of management, outside the bargaining unit, before posting.
- (c) The Local 7 President and Union Representative will respond to the Employee and Labor Relations Practice Leader with cc: Senior Employee and Labor Relations Consultant in writing outlining their objection(s) to management's classification of the position as non-bargaining unit work within five business days of notice.
- (d) Disputes regarding the classification of work outside of the bargaining unit will be referred to the neutral third party arbitrator for review and determination.
- (e) Postings for positions as to which the parties are unable to agree on bargaining unit placement **or grade/qualifications/duties** will include the following language: "The Union and the Company are currently investigating the **(1)** bargaining unit status **or grade/qualifications/duties** of this position. If it is determined that this is a bargaining unit position, bargaining unit status (seniority dates, dues payments etc.) will be applied on a retroactive basis based on the employment commencement date.
- (f) The wage scale of any new Local 7 classification(s) shall be determined by the Employer and the Union.

ARTICLE 4. EMPLOYEE DEFINITIONS

Section 1. Probationary Employees

- A. The probationary period for all regular full-time employees shall be a maximum of the first ninety (90) calendar days of work, commencing after any date of hire. The probationary period for all part-time, temporary and on-call employees shall be the first one hundred eighty (180) calendar days of employment or the first ninety (90) days worked, whichever is longer, commencing after date of hire.
- B. One extension of the probationary period shall be allowed provided the Employer notifies the Union in writing prior to the expiration of the original probationary period. The notice shall specify the reasons for the extension and it shall not exceed forty-five (45) calendar days, except in the case of temporary and on-call employees, the extension shall not exceed forty-five (45) days worked days or sixty (60) calendar days, whichever occurs first.
- C. Employees shall not be eligible to transfer to another position within the bargaining unit until they have completed their probationary period.
- D. During the probationary period or extensions thereof, employees may be discharged without recourse to the grievance procedure.

Section 2. Regular Employees

- A. A regular full-time employee is defined as an employee regularly scheduled to work a predetermined work schedule for forty (40) hours per workweek.
- B. A regular part-time employee is defined as an employee regularly scheduled to work a predetermined work schedule of at least twenty (20) but less than forty (40) hours per workweek.
- C. For the purposes of determining an employee's eligibility for benefits, the Employer shall utilize the employee's assigned full-time equivalent (FTE) hours, as documented in the employee's official personnel file. An employee designated as a regular employee shall be eligible for benefits on the date **he/she/they** is designated a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.
- D. A regular employee, regardless of assigned work hours per workweek, shall receive tenure adjustments as set forth in Appendix A.

Section 3. Short-Hour Employees

- A. A short-hour employee is defined as an employee regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per workweek.
- B. A short-hour employee shall be ineligible for the benefits and wage premiums outlined in this Agreement with the exception of the following:

- | | |
|------------------------------------|----------------------------|
| (1) Paid rest periods | (6) Jury duty pay |
| (2) Premium pay for holiday worked | (7) Paid voting time off |
| (3) Tenure adjustments | (8) Leaves of absence |
| (4) Shift premium | (9) Overtime pay |
| (5) Bereavement leave | (10) Weekend premium |
| | (11) Mileage Reimbursement |

- C. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, a short-hour employee shall receive a premium of **two** dollars and **fifty** cents (**\$2.50**) per hour above **his/her/their** regular straight-time rate of pay.
- D. A short-hour employee designated as a regular employee shall be eligible for benefits on the date **he/she/they** is designated a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.
- E. A short-hour employee shall receive step increases in twice the time identified in the Appendix A wage schedule. For example, it will take a short-hour employee two years to progress from Step 3 to Step 4.

Section 4. Temporary Employees

- A. A temporary employee is defined as an employee hired to work any predetermined work schedule which does not exceed six (6) months in duration. Specific exceptions to provide for an additional and limited time period in a temporary status may be made by mutual agreement in writing by the parties.
- B. Temporary employees shall be ineligible for the benefits, wage premiums and tenure adjustments outlined in this Agreement with the exception of the following:
- | | |
|------------------------------------|---------------------------|
| (1) Paid rest periods | (5) Overtime pay |
| (2) Premium pay for holiday worked | (6) Weekend premium |
| (3) Shift premium | (7) Mileage Reimbursement |
| (4) Paid voting time off | |
- C. In lieu of eligibility for the other benefits and wage premiums outlined in this agreement, a temporary employee shall receive a premium of **two** dollars and **fifty** cents (**\$2.50**) per hour above **his/her/their** regular straight-time rate of pay.
- D. A temporary employee designated as a regular employee shall be eligible for benefits on the date **he/she/they** is designated a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.
- E. Hours worked as a temporary employee shall be included for purposes of determining eligibility for and accumulation of seniority and future tenure adjustments on the date the employee is designated as a regular or short-hour employee.
- F. Employees hired, promoted or transferred into temporary jobs shall be eligible to bid on job vacancies only during the four (4) week period immediately prior to completion of their temporary assignment.

- G. A temporary employee who transfers into a regular position and fails to pass the evaluation period in the new position will be returned to the former or available comparable, temporary position, for which **he/she/they** qualifies. If such temporary positions no longer exist, the employee will be terminated due to end of temporary assignment.

Section 5. On-Call Employees

- A. An on-call employee is defined as an employee hired to work on an intermittent basis.
- B. On-call employees shall be ineligible for the benefits, wage premiums and tenure adjustments outlined in this Agreement with the exception of the following:
 - (1) Paid rest periods
 - (2) Premium pay for holiday worked
 - (3) Shift premium
 - (4) Paid voting time off
 - (5) Overtime pay
 - (6) Weekend Premium
 - (7) Mileage Reimbursement
- C. In lieu of eligibility for the other benefits and wage premiums outlined in this agreement, an on-call employee shall receive a premium of **two** dollars and **fifty** cents (**\$2.50**) per hour above **his/her/their** regular straight-time rate of pay.
- D. An on-call employee designated as a regular employee shall be eligible for benefits on the date **he/she/they** is designated a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.
- E. Hours worked as an on-call employee shall be included for purposes of determining eligibility for and accumulation of seniority and future tenure adjustments on the date the employee is designated as a regular or short-hour employee.

Section 6. On-Call and Temporary Employee Recruitment and Selection

A regional labor and management team will meet to discuss recruitment and selection for on-call and temporary employees and have the ability to use incentives to recruit and retain such individuals. Labor and management will pick individuals within thirty (30) days and meet to begin the process and will be reviewed by the regional committee within three (3) months.

ARTICLE 5. SENIORITY

Section 1. Definition of Seniority

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

Section 2. Accumulation of Seniority

- A. Except as otherwise provided, regular employees shall accumulate seniority based upon length of service within the bargaining unit in any of the Employer's facilities from date of hire. Short-hour, temporary and on-call employees shall accumulate seniority on the basis of hours worked within the bargaining unit in any of the Employer's facilities from date of hire. For purposes of converting seniority from hours to months or months to hours, 173.33 hours of work shall equal one month of service. All hours worked, including overtime, up to eighty (80) hours in a pay period, will be counted to determine seniority for short-hour, temporary and on-call employees.
- B. Seniority shall continue to accumulate during any approved leave of absence for periods of twelve (12) months or less.
- C. Seniority shall not accumulate during periods of layoff, except that if recalled during the recall period, seniority credit will be given for the time spent on layoff immediately prior to recall.

Section 3. Loss/Reinstatement of Seniority

- A. All accumulated seniority with the Employer shall be lost in any of the following circumstances.
 - (1) Voluntary termination. For purposes of this Agreement, three (3) scheduled workdays of unreported and/or unexcused absence shall be considered a voluntary termination.
 - (2) Discharge for good and sufficient cause.
 - (3) Failure to return to work from an approved leave of absence as set forth in Article 16.
- B. If an employee returns to the bargaining unit from a non-bargaining unit job, the employee's former seniority shall be restored except that the time spent outside of the unit shall not be included in determining the employee's seniority date.
- C. Previous bargaining unit seniority shall be included for the purpose of bidding back into a bargaining unit job.

Section 4. Principle of Seniority

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

- (a) Regular employees in the bargaining unit.
- (b) Short-hour employees in the bargaining unit.
- (c) Temporary and on-call employees in the bargaining unit.

Section 5. Transfer of Bargaining Unit Seniority

In the event that a Kaiser Permanente employee who is represented by S.E.I.U., Local 105, qualifies for, is hired for, and subsequently transfers into a classification covered under the U.F.C.W. Local 7 Collective Bargaining Agreement, said employee will receive credit for seniority purposes under Article 5, according to the following:

- Successful completion of the probationary period
- For each **four (4)** years of **seniority**, the employee will receive one (1) year of seniority, regardless of status.
- **All existing Local 7 member with seniority credit for prior SEIU, Local 105 experience shall be grandfathered.**

Section 6. Scheduling

When disputes occur in existing schedules, or if there are opportunities for changes in shifts or extra hours, seniority will apply.

ARTICLE 6. JOB POSTING, BIDDING AND SELECTION

Section 1. Job Posting and Bidding

- A. Notices of bargaining unit job vacancies, excluding temporary and on-call vacancies, shall be posted on the bulletin board at each facility for a period of three (3) business days prior to filling the vacancy. The notice should include the job requirements specific to the position being posted. The full and complete minimum requirements for the position will be maintained by the personnel representative for disclosure to applicants at the time of bid.
- B. Employees must bid within the three (3) day posting period in order to be considered for the vacant position. If an employee is absent from work during the three (3) day posting period, the Union Steward shall have the right to submit a bid on **his/her/their** behalf. In the event the employee will be absent for periods of up to 30 days, written job bids may be submitted in advance to the Human Resources department. However, the Employer shall not delay the selection process to accommodate absent employees. In the event an employee is going on vacation, a written job bid, to include, if possible, a telephone number where the employee can be reached, may be submitted to Human Resources, and will remain active for the duration of the vacation.
- C. Employees hired, promoted or transferred into temporary jobs shall be eligible to bid on job vacancies only during the four (4) week period immediately prior to completion of their temporary assignment.
- D. An employee shall not be allowed to bid for a position in a department where the Behavioral Health Services Director, Physician Chief, Supervisor or Assistant Supervisor is related to the employee, regardless of qualifications or seniority.
- E. Upon ratification of this Agreement, and on an annual basis thereafter, employees shall have the right to submit an update of their educational background and/or other specialized knowledge that has been acquired. Such updates will be made a part of the employee's personnel file.
- F. Employees shall not be eligible to transfer to another position within the bargaining unit until they have completed six (6) months in their current position, unless the transfer represents a promotion. An employee may transfer after three (3) months in their current position, only upon mutual agreement of the employee and the Employer.
- G. When the Employer adds a new facility, department or service covered by the bargaining unit, the new jobs available shall be considered vacancies and shall be posted for bidding. However, when the Employer transfers a department or service or support staff from one location or facility to another, the jobs involved shall not be considered vacancies, and no job postings shall be required. The employees involved shall have the option to either transfer to the new location or facility or to bid into a different position. In assigning staff to a different location, the Employer will first seek qualified volunteers among those affected, in seniority order. In the event there are no volunteers, assignment will be made in inverse seniority order,

among those qualified to perform the jobs. Once placed, the bid lids set forth in Article 6, Section 1.F will be waived.

- H. Once the decision has been made to fill a job vacancy, there shall be no unreasonable delay in the processing or filling of the job vacancy by the Employer or the employee. The Employer shall identify opportunities to communicate and discuss the status of vacancies through staff meetings, Professional Relations Committees, voice mail and other forums suggested by the employees.
- I. The criteria listed will be reasonably related to the actual duties to be performed.

Section 2. Selection Criteria

- A. In review of the candidates who bid for posted bargaining unit job vacancies, consideration shall be given to the following criteria based upon the specific requirements of the job:
 - (1) Overall performance and previous experience, including length of time and performance on the present assignment.
 - (2) Demonstrated technical and specialized knowledge, and relevant educational background.
- B. In the event the above criteria apply relatively equally between two (2) or more candidates, the job shall be awarded to the more senior employee, in accordance with Article 5, Section 4 of this Agreement.
- C. A written notice of disciplinary action shall not automatically disqualify an employee from job bid consideration. The Employer's bid consideration shall be based upon the seriousness of the incident and length of time since the occurrence of the incident as determined by the Employer.

Section 3. Selection Procedure

- A. All eligible employees who bid for job vacancies shall be screened by the Human Resources Department to verify that the employees possess the required licensure/certificate. Employees shall receive notification as to the status of the licensure/certificate screening from the Human Resources Department at the end of the posting period. If for some reason an employee has not been notified by the three (3) days following the posting period, **he/she/they** should contact Human Resources. Employees who do not meet the minimum requirements will be so advised by the Human Resources representative.
- B. Once the initial screening is completed, employees possessing the required credentials will be referred to the hiring supervisor for further evaluation based on the specific experience and knowledge required for the job. In the event the supervisor requires additional information for this evaluation, **he/she/they** will contact the employee directly. Employees who meet the minimum requirements should receive a personal phone screening or may be selected for an interview. The

hiring supervisor will then schedule interviews with the most qualified internal applicants. Qualified internal candidates shall be hired before external candidates.

- C. Referred employee(s) who are not selected for a position shall be so notified by the hiring supervisor following the job offer. The hiring supervisor shall advise the employee as to the reason **he/she/they** was not hired.
- D. If the Employer is willing to accept lesser qualifications than those posted, the position will be re-posted with the lesser qualification.

Section 4. Evaluation Period

- A. Regular and short-hour employees who are promoted or transferred shall undergo a ninety (90) calendar day evaluation period, and sixty (60) days worked for part-time, short-hour and on-call employees, in the new position. Should the employee fail to qualify for the new position, **he/she/they** shall be returned to **his/her/their** former or comparable position held immediately prior to the promotion or transfer, and shall be placed on that step rate which would have been appropriate had the promotion or transfer not occurred. The evaluation period of employees assigned to formal training of four (4) weeks or more will begin upon assignment to the position.
- B. An employee who has received a promotion or transfer may return to the former job classification held, as described in Paragraph A of this Section, provided each of the following conditions are met:
 - (1) The supervisor has decided to post the job vacated by the employee.
 - (2) The employee must return to the former job classification within thirty (30) calendar days following the date the job was posted.
 - (3) The former job classification has neither been filled nor has a job offer been made to an applicant.
- C. Upon conclusion of negotiations the Union and the Employer will appoint a joint Labor/Management work group to design a procedure to help new hires and transferees to be successful in their new assignment. The work group will establish guidelines and mechanisms for staff to provide accurate and timely feedback regarding work performance and behavioral aspects of the employee's work. The feedback will be used to assist employees during the new hire's probationary period or the transferee's evaluation period.

ARTICLE 7. DAYS AND HOURS OF EMPLOYMENT

Section 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. 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 “workday,” as used in this Agreement, shall refer to a day on which an employee is scheduled to work.
- D. The term “normal workweek,” for regular full-time employees as used in this Agreement, shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour workdays followed by two (2) consecutive days of rest, except as provided in Article 8, Section 4 of this Agreement.
- E. The term “business day,” as used in this Agreement, shall refer to the five business days from Monday through Friday, excluding holidays.
- F. The term “calendar day,” as used in this Agreement, shall refer to the seven calendar days from Monday through Sunday, including holidays.

Section 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, 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. Each Department will identify in writing the process used for assigning additional hours. The procedure shall include posting the master schedule, allowing regular employees to volunteer for additional shifts in order of seniority except in emergencies. If there are no volunteers, the Employer will assign, where possible, on-call, floats and/or temporaries to fill remaining open shifts prior to mandating additional hours to regular employees. Otherwise, the Employer will assign individuals by reverse seniority.

- D. 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 post the work schedule five (5) weeks prior to the commencement of the shift for employees scheduled to see patients and two (2) weeks prior for all other employees except in emergencies. Where disputes occur, or if there are opportunities for changes in shifts or extra hours, seniority will apply. Any changes to the schedule of an employee shall be made no later than 12:00 noon on Friday of the preceding week. For any changes to the schedule after it has been posted, the Employer will notify the employee of the changes no later than 12:00 noon on Friday of the preceding week, subject to emergency staffing requirements.
- E. In order to facilitate quality patient care, the Employer shall not require the employees to perform duties for which **he/she/they** has not previously been trained.

Section 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. 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. **More than one rest period may be combined with the meal period when the applicable group consents.**
- C. If an employee is required to work through a rest period, **he/she/they** shall be paid time-and-a-half (1 ½) **his/her/their** straight-time hourly rate of pay for such work.

Section 5. Meal Periods

- A. Each employee scheduled to work a shift of more than six (6) continuous hours shall receive an unpaid meal period.
- B. If an employee is required to attend a meeting during **his/her/their** meal period, such time shall count as time worked.
- C. The primary responsibility for ensuring that employees are able to take rest and meal periods shall rest with the Employer. The Employer will coordinate staffing and master schedules to ensure that all employees receive rest and meal periods. Upon mutual agreement by the employee and supervisor (or **his/her/their** designee) employees will be granted flexibility in the scheduling of their breaks and meal periods consistent with operational needs. In the event the employee is required to work through **his/her/their** meal period, **he/she/they** shall be paid time-and-a-half (1 ½) **his/her/their** straight-time hourly rate of pay for such work.

ARTICLE 8. OVERTIME AND ALLOWED TIME

Section 1. Overtime Pay

- A. Work performed on an overtime basis must have been previously assigned and/or approved by the supervisor.
- B. Except as provided in Sections 4 and 5 of this Article, an employee shall be paid at the rate of time-and-a-half (1-1/2) **his/her/their** regular straight-time rate of pay, including applicable shift premium for all hours of work performed in excess of eight (8) hours within one (1) scheduled shift or forty (40) hours within one (1) payroll week.

Section 2. Non-pyramiding of Overtime

Overtime pay shall not be duplicated for the same hours worked under any terms of this Agreement. Hours compensated at overtime rates shall not be counted as time worked in determining overtime under the same or any other provision(s) of this Agreement. Overtime rates shall include premium pay for holidays worked, sixth and seventh consecutive days worked and daily or weekly overtime.

Section 3. Overtime Scheduling

The Employer will attempt to distribute overtime equitably among qualified employees within any job classification concerned within any one facility. After equitably rotating any qualified employees who have volunteered for overtime, the Employer will equitably rotate any remaining overtime among qualified employees in reverse seniority order, beginning with the least senior qualified regular or short-hour employee in the job classification concerned within the facility. Nothing in this Section shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without payment of overtime.

Section 4. Pre-scheduled 10-Hour Workdays

The Employer may pre-schedule an employee by mutual agreement, in accordance with Article 7, Section 3 of this Agreement, to work a weekly schedule in which there are a minimum of two ten (10) hour workdays. Straight time twelve hour shifts will be assigned by mutual agreement between the employee, the Employer and the Union. During such payroll weeks, the following special conditions shall apply:

- A. Employees prescheduled to work ten (10) hour workdays shall be paid at the rate of time-and-a-half (1 ½) **his/her/their** regular straight-time rate of pay, including applicable shift premium, for all hours of work performed in excess of ten (10) hours within one (1) payroll day or forty (40) hours within one (1) payroll week.
- B. Employees prescheduled to work twelve (12) hour workdays shall be paid at the rate of time-and-a-half (1 ½) **his/her/their** regular straight-time rate of pay, including applicable shift premium, for all hours of work performed in excess of twelve (12) hours within one (1) payroll day or forty (40) hours within one (1) payroll week.

- C. To assure equity, regular employees who work pre-scheduled 10-hour workdays shall be paid for holidays (worked or not worked) in exactly the same fashion as specified in this Agreement for other regular employees.
- D. Employees working the alternative three (3) twelve (12) hour shifts will be classified as 1.0 FTE status, for benefits in which status is an eligibility factor. Vacation and sick leave will be accrued on the basis of forty (40) hours worked per week.
- E. The definition of a normal workweek as set forth in Article 7, Section 2 of this Agreement shall not apply.
- F. Employees who are pre-scheduled to work four (4) ten (10) hour workdays or three (3) twelve (12) hour workdays during one (1) payroll week shall receive two (2) consecutive days off unless otherwise mutually agreed.
- G. All other terms of this Agreement shall apply as written.
- H. Employees who normally work an eight (8) or less hour workday, and are required by the Employer to fill in for a vacant ten (10) or twelve (12) hour workday shall be paid at the applicable overtime rate of pay for all hours worked beyond eight (8) hours. Employees who normally work an eight (8) or less hour workday, and who request to fill in for a vacant ten (10) or twelve (12) hour workday shall be paid at the applicable overtime rate of pay for all hours worked beyond ten (10) hours for the vacant ten (10) hour shift and beyond twelve (12) hours for vacant twelve (12) hour shift.

Section 5. Prescheduled 9-Hour Workdays

Nine-Hour Shifts: The employer may by mutual agreement with the employee pre-schedule a weekly schedule of at least two nine (9) hour workdays. Employees prescheduled to work 9-hour workdays shall be paid at time-and-one-half her/his straight-time pay, including shift premiums, for all hours worked in excess of 9 hours within a payroll day or 40 hours in a payroll week.

Section 6. Reporting Pay

- A. Employees who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available shall perform any work to which they may be assigned. The Employer may utilize such employee in any related capacity in which **he/she/they** is qualified to perform. The employee shall be compensated at **his/her/their** regular rate or the appropriate rate of pay for the job **he/she/they** is assigned, whichever is higher.
- B. When the Employer is unable to utilize such employee, and the reason for lack of work is within the control of the Employer, the employee shall be paid an amount of money equivalent to four (4) hours times the straight-time hourly rate, excluding shift premium, provided that an employee who was scheduled to work less than four (4) hours on such day shall be paid **his/her/their** regular pay for reporting and

not being put to work through no fault of **his/her/their** own. In such cases, the employee's supervisor may allow the employee to leave work before four (4) hours have elapsed.

Section 7. Callback Pay

- A. If a regular employee is called back to work by **his/her/their** supervisor after completion of a normal workday, the employee shall receive not less than three (3) hours of pay at **his/her/their** regular straight-time rate of pay, or the appropriate premium pay. Such pay shall begin at the time the employee commences work.
- B. If the immediate work necessitating the call back is accomplished in less than three (3) hours, at the supervisor's discretion, the employee may be assigned to other work for which the employee is qualified
- C. Incidental situations requiring an employee to return to work, such as burglar alarm activations, shall be excluded from callback pay provisions.

ARTICLE 9. REDUCTION IN FORCE

Section 1. Reduction Determination

There may be situations in which the Employer determines that a reduction in force, resulting in the layoff of personnel, is necessary. One situation is a reduction of staff/personnel due to membership loss or lack of growth, discontinuance of services, loss of physicians or other such reasons. This situation typically requires more immediate action than reductions due to reorganization/automation. The following is intended to distinguish the process used in each. If there is no actual reduction of staff due to a reorganization or reduction of staff the parties agree to engage in discussions under the provisions of the Employment and Income Security Agreement and consider alternatives to the issuance of job elimination letters to accomplish the purpose of the reorganization and employment and income security. If the parties are unable to agree on an alternative, the language below will be used to accomplish the reorganization:

A. Reduction of Staff/Personnel

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

B. Reorganization/Automation

- (1) When it has been determined by the Employer that the displacement of personnel which will result in the loss of jobs and layoffs is necessary due to reorganization efforts involving automation, mechanization, technological improvements, reorganization, job redesign, consolidation of functions or other such designs or reasons, the Employer agrees to notify the Union at least sixty (60) days prior to issuance of any notification period and meet to discuss the impact of the displacement on personnel. The Union, in these discussions, may suggest alternatives for the Employer to consider.
- (2) Prior to affecting the elimination of positions due to B.1. above, the Employer will examine the possibility of accomplishing the reduction through attrition and/or transfer, and to assist employees in securing other

available positions, as defined in Section 3. The Employer and the Union will meet to identify suitable retraining or alternate employment opportunities and may develop a plan to provide employment counseling, skills assessment, training, and other appropriate actions. During this period, the parties may waive posting/job selection criteria by mutual agreement to fill temporary vacancies resulting from attrition and/or transfer.

- (3) Any employee who has been notified that **his/her/their** job is being eliminated due to a force reduction, under this section, will be placed on a notification period as outlined below in Section 2.

Section 2. Notification Period

- A. Employees receiving notice of potential layoff off/displacement under Section 1.A. will receive a notification period of thirty (30) days. Employees receiving notice of potential layoff off/displacement under Section 1.B. will receive a notification period of sixty (60) days.
- B. During the notification period, employees will have preferential consideration for vacancies according to Section 3, Placement During Notification Period.
- C. If at any time during this notification period, a sufficient number of employees have been placed to eliminate the need for further displacement, the notification period may be canceled by the Employer.

Section 3. Placement During Notification Period

- A. During the notification period, employees will be permitted to bid on any job for which the employee: 1) qualifies, 2) almost qualifies, or 3) will qualify within ninety (90) days of being placed in the new assignment. Bid lids under Article 6, Section 1.F. will be waived in order to permit employees on notification to secure other positions. Displaced employees will be given preference for job vacancies, for which **he/she/they** has placed a bid during the notification period, if the employee qualifies, almost qualifies or will qualify within ninety (90) days. Once placed, as set forth above, the bid lids under Article 6, Section 1.F. will be waived.
- B. Preference for offering positions shall be to displaced employees on a “notification period” in order of seniority. However, in instances where a displaced employee does not meet the minimum qualifications, the Employer may limit the awarding of positions where such would have an adverse impact on efficient operations. Prior to accepting the positions, in instances where employees do not meet the qualifications for the positions, the employee, steward or Union Representative, and supervisor should meet to clarify training, orientation, and feedback expectations.
- C. Employees who do not qualify or meet the reasonable performance expectations of the supervisor during the ninety (90) day evaluation period will displace the least senior employee according to Section 4 or may be offered, at the sole discretion of the Employer, an available vacancy.

- D. If an available job opening is offered to any employee during the notification period and it is accepted by the employee, the rate of pay for the job, as set forth in the appropriate wage appendix, shall become effective at the end of the notification period.
- E. Employees on a notification period under Section 1.A. above will receive a two week notice of layoff off or two weeks pay in lieu of notice. Regardless, these employees will be placed on a notification period during which time, these employees may exercise preferential consideration for vacancies, according to Section 3.
- F. Employees on a notification period under Section 1.B. above will continue working during the notification period.
- G. See Section 4 for displacement of Personnel under this Section.

Section 4. Displacement Procedure

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

- A. The least senior employee in the job classification in the affected unit to be reduced shall displace the least senior employee in the same or comparable positions at the same facility. If there is no same or comparable position at the facility, the employee may bump the least senior employee in the same or comparable position within the Region. The displacing employee shall be paid the step rate of the job classification nearest to, but not higher than, **his/her/their** former rate of pay.
- B. The displaced employee shall be laid off.
- C. If the displacing employee elects not to exercise **his/her/their** seniority pursuant to Paragraph A of this Section, s/he shall be laid off.
- D. In the event an employee being affected is qualified to perform another classification within the same field, and wishes to change classifications, **he/she/they** must submit to Human Resources a timely written request to change classifications. Said requests will be accommodated provided a suitable vacancy exists.

Section 5. Recall Procedure

Employees whose jobs are eliminated as outlined above shall be eligible for recall subject to the provisions of this Section:

- A. Job vacancies shall first be offered employees who previously held the job and were displaced according to this displacement procedure, in classification seniority order.

- B. Any job vacancies remaining shall then be offered to those employees on layoff within the classification, in seniority order, provided they possess the necessary qualifications to perform the job.
- C. At the time of layoff, employees may submit written notification to Human Resources that they are willing to be recalled to other positions within their professional field and for which they are qualified. Such employees will then be recalled, in seniority order, into the classification in which a vacancy occurs first. Employees recalled into a different classification then held at the time of layoff will be subject to an evaluation period. Employees failing an evaluation period on recall will return to lay off status.
- D. Employees laid off shall be eligible for recall for a period of one (1) year from the date of layoff.
- E. Employees not recalled within one (1) year following the date of layoff shall be processed as a voluntary termination.
- F. The Employer shall send the recall notice, by mailgram or certified mail, to the employee's last-known address. Employees not reporting for work within fourteen (14) calendar days of the date the recall notice was received shall be considered to have voluntarily terminated.
- G. Employees recalled from layoff may refuse if the position being offered is more than thirty (30) miles from their previous facility. In such event, the employees will maintain recall rights.

Section 6. Severance

The purpose of the following is to summarize severance pay for individuals who are voluntarily or involuntarily separated from the Employer due to layoff. The Agreement applies to any employee in a status of twenty (20) or more hours a week, who has received notice of a layoff.

- The Employer will first seek volunteers who wish to take advantage of the severance package.
- Employees will be eligible to receive one week of pay for each year of Regular Service, with a minimum of one (1) months' pay to a maximum of six (6) months' pay.
- During the severance period, employees will receive Health Plan Benefits for themselves and eligible dependents, at the Employer's expense.
- Outplacement assistance will be available, and employees will be permitted to use any unused Employee Assistance Program visits during the severance period.
- Employees who are near retirement may be eligible to "bridge" to retirement during the severance period.
- Employees must sign a general release to be eligible for the severance package.

Full details of the benefits, conditions, waiver, etc., will be made available to employees at the time of notification of layoff.

ARTICLE 10. SERVICE CREDIT RESTORATION

Section 1. Transfers from Other Kaiser Permanente Regions

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

Section 2. Colorado Region Rehires

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

Section 3. Service Credit Restoration Procedure

- A. Employees from other Kaiser Permanente Regions or former employees of Kaiser Foundation Health Plan of Colorado who are hired or rehired by the Employer in a temporary, on-call or short-hour status and then transfer into regular status must submit a written request to the Benefit Representative in the Human Resources Department to restore previous service.

- B. Service credit restoration will become effective the date the request is received by the Benefits Representative.

ARTICLE 11. WAGE PREMIUMS

Section 1. Shift Premium

- A. **Evening Shift.** Any employee who works a shift of three (3) hours or more, commencing at or after 3:00 p.m. but prior to 11:00 p.m., shall receive an evening shift premium of **three** dollars and **twenty-five** cents (**\$3.25**) per hour for all hours worked. However, employees who work a shift which commences prior to 3:00 p.m., and for which the employee works at least four (4) hours within the evening shift eligibility period, shall receive evening shift premium for those hours worked after 3:00 p.m. For example, an employee whose shift begins at 12:00 noon and ends at 11:00 p.m. shall receive an evening shift premium from 3:00 p.m. – 11:00 p.m.
- B. **Night Shift.** Any employee who works a shift of three hours (3) or more, commencing at or after 11:00 p.m. but prior to 6:00 a.m., shall receive a night shift premium of **five** dollars and **twenty-five** cents (**\$5.25**) per hour for all hours worked. However, employees who work a shift which commences prior to 11:00 p.m., and for which the employee works at least four (4) hours within the night shift eligibility period, shall receive night shift premium for those hours worked after 11:00 p.m. For example an employee whose shift begins at 7:00 p.m. and ends at 3:00 a.m. shall receive evening shift premium from 7:00 p.m. – 11:00 p.m., and night shift premium from 11:00 p.m. – 3:00 a.m.
- C. Shift premium shall be included in holiday, vacation, sick leave and overtime pay.
- D. Shift premium and weekend premium shall not apply to make-up time, except if the employee is utilized to perform work that another employee might be scheduled to perform. For the purposes of this provision, make-up time shall be defined as time that the employee was permitted to work in order to make up employee initiated, unpaid time off.

Section 2. Sixth or Seventh Consecutive Day Premium

- A. Regular employees assigned to a scheduled workweek of twenty-eight (28) hours or more during a period of more than five (5) or six (6) workdays shall be paid at the rate of time-and-one-half (1-1/2) the straight time hourly rate, including applicable shift premium, for all hours of work assigned by the supervisor and performed by the employee on the sixth (6th) or seventh (7th) consecutive day of work, regardless of whether such hours of work are in excess of forty (40) within one (1) payroll week. This premium shall not apply if the schedule is made at the employee's request.
- B. Employees who are required to work more than seven (7) consecutive days by their immediate supervisor shall be paid time-and-one-half (1 ½) premium for each continuous day, beyond seven (7), regardless of the payroll week, until a day off is taken by the employee.

- C. For purposes of this Section, a day of work shall refer to a workday on which an employee actually works a minimum of one-half (1/2) of **his/her/their** scheduled shift. A paid day off shall not be considered as a day of work.
- D. Sixth or seventh-day premium shall not be combined with overtime pay for the same hours worked.

Section 3. Weekend Premium

Any employee who works a shift of three (3) hours or more between 12:01 a.m. on Saturday and 12:00 p.m. Sunday shall receive a weekend premium of **three** dollars and **twenty-five** cents (**\$3.25**) per hour for those hours worked during that period. This premium shall be pyramided with shift premium, when applicable.

Section 4. Premium in Lieu of Benefits

In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, short-hour, temporary and on-call employees shall receive a premium of **two** dollars and **fifty** cents (**\$2.50**) above **his/her/their** regular straight-time rate of pay.

Section 5. Pager Unit/On-Call Premium for Shift Stand-By

- A. Employees who are required to carry a pager unit or remain on-call during off duty hours for shift stand-by to cover for unscheduled absence shall be paid **five** dollars and **fifty** cents (**\$5.50**) per hour for each hour spent in such capacity, rounded to the nearest hour. The premium shall be **six** dollars (**\$6.00**) per hour for each hour spent in such capacity on a recognized holiday.
- B. Unless otherwise specified by the supervisor, an employee shall not be considered on shift stand-by duty for a period of more than three (3) hours. Such three (3) hour period may begin prior to or at the beginning of any specific shift. However, shift stand-by premium shall not be paid if such duty occurs on the employee's normally scheduled workday as part of a back-up plan to report to work at another facility, e.g., mental health providers who may be called in to work at the hospital.
- C. When called in, pay for hours actually worked shall be at the employee's regular straight-time rate of pay, including any premiums which may apply except pager unit/on-call premium. For the purposes of this section, time worked shall begin when the employee arrives at the facility to which **he/she/they** was called and shall end when the employee leaves the facility. The Reporting Pay and Callback Pay provisions in the Labor Agreement are waived when this pay provision is invoked.
- D. Employees who do not respond to a call in a timely manner or are unavailable for work shall forfeit premium pay for the duration of the assigned period.
- E. Pager unit/on-call hours shall not count as time worked for purposes of computing overtime for work performed later in the same payroll week.

- F. If an employee is called in to work after completing **his/her/their** scheduled shift, pager unit/on-call hours shall count for purposes of determining **his/her/their** eligibility for shift premium pay for actual work time.

Section 6. Lead Premium

Personnel who have been designated as a lead employee by their immediate supervisor, and who have functional responsibility for three (3) or more employees for a substantial portion of a shift, shall be paid an additional one dollar and eighty cents (\$1.80) per hour for each hour spent in such capacity.

Section 7. Float Premium

Employees hired into the float pool, shall be paid a premium of one dollar and **seventy-five cents** (\$1.75) per hour for all hours worked.

Section 8. Bilingual Premium

Employees who have been selected by the Company to provide bilingual services shall receive a bilingual premium of **seventy-five cents** (\$0.75) per hour. Those bilingual employees that provide direct patient care in a language other than English and pass the one time assessment will receive one dollar **and fifty cents** (\$1.50) per hour.

Section 9. Crisis/Inpatient Team Premium

Masters or Doctorate prepared employees who work on inpatient or crisis teams shall receive a premium of one dollar **and ninety cents** (\$1.90) per hour while working on such teams. Those working intermittently (filling in for vacations, etc.) will receive a premium of one dollar **and ninety cents** (\$1.90) per hour for hours worked.

Section 10. Distant Traveler Premium

The company will pay a premium differential of **\$75** for the shift if an employee is required to drive greater than 100 miles total from the employee's home clinic to complete the shift. The time for the commute will not be counted as hours worked for any purpose. This does not modify any other portion of the Collective Bargaining Agreement.

Section 11. Integrated Pain Services Premium

The Company shall pay Doctorate and Master's Prepared mental health professionals covered by the Local 7 Mental Health or Multi-Professional collective bargaining agreements working in the Integrated Pain Services department a wage premium of \$3.50 per hour when working in the department.

The Company shall pay mental health professionals \$3.50 for every hour worked performing Spinal Cord Stimulator (SCS) evaluations as currently define work of the Integrated Pain Service. It is specifically understood that mental health evaluations currently exclusively performed outside of the Integrated Pain Services department do not trigger the \$3.50 premium unless specifically agreed to by the parties.

Should Kaiser shift work from Integrated Pain Services into other departments the parties should meet and discuss the impact of the decision.

ARTICLE 12. HOLIDAYS

Section 1. Recognized Holidays

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

Seven (7) National Holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Four (4) Float Holidays:

To commemorate any four of the following:
Birthday, Employee's Birthday, President's Day, Veterans' Day, Christmas Eve, New Year's Eve, or any other day of significance to the employee.

Section 2. Holiday Pay Eligibility Requirements

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

- A. The employee must have thirty (30) days of service as a regular employee as of the date of the holiday.
- B. The employee was not on layoff or leave of absence, including any time off taken due to illness beyond the period of paid sick leave eligibility, as of the date of the holiday.
- C. The employee shall have worked the last scheduled workday before and the first scheduled workday after the holiday, except when the employee has been granted an excused absence.
- D. The employee shall have submitted a written holiday request for a float, birthday or other holiday to **his/her/their** supervisor at least eight (8) weeks in advance for employees scheduled to see patients and at least four (4) weeks in advance for all other employees.

Section 3. Float Holidays

A regular employee shall receive four (4) float holidays each anniversary year, in accordance with the following:

- A. During the first year of eligibility, the employee shall earn and may use up to four (4) float holidays following completion of three (3) months of service as a regular employee.
- B. Float Holidays shall be used to commemorate specific holidays designated by the employee; however, to allow the employee and the supervisor scheduling flexibility, the designated holiday need not fall on the actual calendar date.

- C. Float holidays not taken in the anniversary year earned shall be forfeited.
- D. Responsibility for authorization of time off for the employee's float holidays shall rest with the supervisor, subject to staffing requirements and efficient operations.
- E. Seniority shall govern, as necessary, in authorizing float holiday requests. Once a float holiday has been authorized by the supervisor, no senior employee may bid into the schedule or otherwise claim the date.
- F. Float holidays shall not be payable upon termination.
- G. If requested, the supervisor shall grant vacation, float holidays or personal time off (PTO) for an employee to care for a sick child. In such cases, vacation may be used in increments of less than 8 hours.
- H. **Employees shall be paid for the total number of hours the employee is regularly scheduled to work (e.g., 8, 9, 10, 12).**

Section 4. Premium Pay for Hours Worked on a Holiday

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

Section 5. Holiday Pay if Not Worked – Regular Full-Time Employees

Except as provided in Article 8, Section 4 of this Agreement, if a recognized holiday falls on a regular full-time employee's regularly scheduled workday and **he/she/they** is scheduled off because of the holiday, holiday pay shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the total number of hours the employee is regularly scheduled to work that day (e.g., 8, 9, 10, or 12 hours).

Section 6. Holiday Pay if Not Worked – Regular Part-Time Employees

- A. If a recognized holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the total number of hours at the straight-time rate of pay as the employee would have received had **he/she/they** worked, including applicable shift premium (e.g. 8, 9, 10, or 12 hours).

- B. If the recognized holiday falls on a day, other than a normally scheduled work day, the employee shall receive additional pay equal to **his/her/their** FTE.

Section 7. Holiday on Weekend

- A. If a recognized National holiday falls on Saturday, employees shall observe the holiday on the preceding Friday; and if a recognized National holiday falls on Sunday, employees shall observe the holiday on the following Monday, provided staffing and scheduling permits.
- B. When a recognized National holiday falls on Saturday or Sunday, those employees who work in a patient care department on the recognized holiday shall receive premium pay for hours worked and holiday pay for hours worked in accordance with Section 4 of this Article. Such employees shall receive holiday pay **and/or** premium pay for hours worked on the preceding Friday or the following Monday **as outlined in accordance with Section 10(D)(2) below.**

Section 8. Holiday Pay for Night Shift Employees

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

Section 9. Winter Holidays

Each regular employee will be granted at least one of the following winter holidays off: Thanksgiving Day, Christmas Day, New Year's Day or **Martin Luther King's Birthday.**

Section 10. Holiday Staffing

The intent herein is to improve Holiday Staffing within Kaiser Permanente.

- A. Statement of Purpose
The parties acknowledge that the departments and/or facilities which may be open on a recognized National Holiday pose a number of scheduling problems. In an effort to specifically address and resolve their areas of concern, the parties have agreed to the following Coverage Program. The parties enter into this arrangement with the anticipation that it will reduce the coverage problems experienced in these areas.
- B. Evaluation of Program
This Coverage Program will remain in effect and may periodically be reviewed at the request of either party.
- C. On-Call Employees
 - 1. On-call employees currently employed in any other departments and/or facilities which may be open on a recognized National Holiday will be expected to work at least one (1) Summer and two (2) Winter National Holidays.

2. On-call employees currently employed in any other departments and/or facilities which may be open on a recognized National Holiday will be required to be available for eight (8) shifts per month based upon department need. Availability of shifts will be posted for regular and on-call employees. Of the eight (8) shifts, three (3) must include weekend shifts, two (2) evenings and two (2) night shifts must be included in the eight (8) available shifts. On-call staff will normally be scheduled a minimum of six (6) shifts per month.
3. If an On-call employee currently employed in any other departments and/or facilities which may be open on a recognized National Holiday is unavailable to work during the next scheduled period, **he/she/they** must notify **his/her/their** supervisor two (2) weeks prior to the schedule being posted. If not scheduled within three (3) months, they will be terminated.
4. Any health care professional employee in this unit from other facility departments who volunteers to work shifts in the above listed departments is exempt from paragraphs C1-C3 above.

D. Regional After Hours Care Departments, Kaiser Decision Center and any other departments and/or facilities which may be open on a recognized National Holiday

1. The Employer will employ a core staff (regularly assigned departmental employees) in order to ensure coverage for all required shifts. The Employer will assign core employees to ensure coverage for every shift worked; seniority shall prevail for shift assignments of core staff. The employee may request and the Employer will make every reasonable effort to schedule up to two (2) national summer Holidays and one (1) winter holiday off per year. For the purpose of this paragraph, the block of winter holidays are Thanksgiving Day, Christmas Day and the New Year's day the following year;. For the purpose of this paragraph, the summer holidays are Memorial Day, Independence Day, and Labor Day.
2. **Recognized Holiday on a Weekend.**
When a recognized holiday falls on a weekend, the Company shall pay employees double-time-and-a-half their regular straight-time rate of pay, including applicable shift premium, for all hours worked on the recognized holiday and the observed holiday.
3. Availability of shifts will be posted for regular, clinic and on-call employees within the department.
4. The Employer will attempt to distribute overtime equitably among qualified core staff within any job classification concerned within the facility.
5. After equitably rotating any qualified employees who have volunteered for overtime, the Employer will equitably rotate any remaining overtime among qualified employees in reverse seniority order, beginning with the least senior qualified regular, short-hour, or on-call employee in the job

classification concerned within the region. In this case only, the last hire date will be used for on-call employees for the purpose of determining seniority.

6. A seniority list dated January 1st will be used to determine assignment by reverse seniority for all summer holidays. A seniority list dated June 1st will be used to determine assignments by reverse seniority for all winter holidays.
7. Employees at risk for assignment will be notified thirty (30) days in advance.
8. The Employer will notify the employees regarding which facilities will be open for the summer holidays by March 1st and for the winter holidays by September 1st subject to changes due to new member growth and/or loss, significant changes in financial position and/or change in contract providers or other events of similar magnitude.
9. Employees may combine only one holiday with a vacation request for summer holidays and one holiday with a vacation request for winter holidays.

E. Qualifications for Holiday Staffing

1. Completion of probationary period and appropriate licensure.

ARTICLE 13. VACATION

Section 1. Vacation Eligibility and Allowance

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

<u>*Weeks of Vacation</u>	<u>After</u>	<u>Completed Years of Service</u>
2		1
3		4
4		9
5		25

*This schedule reflects the time off entitlement of a regular full-time employee (FTE = 1.0) in weekly increments.

- B. During the first six (6) months of employment, employees are not eligible to accumulate vacation on a monthly basis. After completion of six (6) months of service as a regular employee, the employee's vacation account will be credited with one (1) week of vacation which is then available for use, subject to the provisions of this Article. Thereafter, an employee will earn vacation on a monthly basis and will be able to take vacation, subject to the provisions of this Article, prior to the completion of an eligibility year.
- C. Each regular employee shall accumulate vacation on the basis of hours paid during the month, not to exceed a 1.0 FTE rate of accumulation.
- D. During transition years (i.e., the fourth and ninth years), the employee will continue to earn vacation at **his/her/their** current monthly rate until date **he/she/they** meets the service requirement of the higher vacation allowance. On that date, the employee's vacation account will be credited with the number of days representing the increased vacation allowance.

Section 2. Vacation Pay

- A. Pay for vacation shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received that **he/she/they** worked **his/her/their** normal shift that day. This provision will also apply in instances where a regular employee's FTE has previously increased or decreased, except in cases where an employee has requested and the supervisor has approved an exception.
- B. The following examples serve to illustrate the intent of this Section:

Example #1	Mon	Tues.	Weds.	Thurs.	Fri.
Normal Schedule	8	8	8	Off	Off
Actual Schedule	8	Vac.	Vac.	Off	Off
FTE – 0.6					
Vacation Pay = 16 hours					
Example #2	Mon	Tues.	Weds.	Thurs.	Fri.
Normal Schedule	8	6	4	8	6
Actual Schedule	Vac.	Vac.	Vac.	8	6
FTE – 0.8					
Vacation Pay = 18 hours					

Section 3. Vacation Scheduling

- A. Provided requests are made in accordance with paragraph B hereof, the requested vacation shall be granted. In the event the request is not timely, responsibility for authorization of time off for vacation shall rest with the supervisor, subject to staffing requirements and efficient operations. We affirm that in the rare instances that multiple vacation requests threaten the safe operation of our clinics, labor and management will resolve these in partnership.
- B. Normally employees scheduled to see patients will be required to submit vacation requests eight (8) weeks in advance and other employees will be required to provide four (4) weeks' notice.
- C. The supervisor shall respond to the employee in writing regarding a vacation requested outside the selection period within two (2) weeks from the date the request was submitted by the employee. In the event the vacation request can be approved/denied prior to three weeks, the supervisor will communicate such to the employee as soon as possible. Approvals for timely vacation requests shall not be contingent upon the employee securing **his/her/their** own replacement.
- D. Seniority shall govern, as necessary, in authorizing vacation requests. Once a vacation has been authorized by the supervisor, no senior employee may bid into the schedule or otherwise claim the date.
- E. A vacation may be taken in increments of less than one (1) day or any uninterrupted period of time not to exceed the employee's vacation accrual balance.
- F. If an approved, scheduled vacation is canceled by the Employer, the Employer will reimburse the employee for irrevocable, non-refundable and non-transferable costs upon verifiable proof of loss. The employee shall surrender any tickets for which they are being reimbursed to the Employer.
- G. Employees may request vacation schedule changes or cancellations, in writing, at any time. Notice must be given prior to the change or cancellation. The Employer will attempt to place the employee back on the schedule.

Section 4. Holiday During Vacation

If a recognized holiday falls within an employee's vacation on a regularly scheduled workday, pay for the day shall be charged to the holiday and not to vacation, providing the employee is eligible for holiday pay.

Section 5. Vacation Carryover

Annual vacation allowance shall be taken during the one (1) year period following the employee's anniversary date of eligibility. However, operating requirements or special vacation circumstances may occasionally prevent an employee from taking all earned vacation within the anniversary year. When such circumstances arise, an employee may carry over an amount equal to double (2) **his/her/their** current annual vacation allowance, subject to the approval of the Employer. Vacation allowance cannot be earned in excess of this amount. For example, an employee with two (2) years of service may carry a maximum for four (4) weeks of vacation allowance (2 weeks x 2) at any given point in time and cannot earn additional vacation allowance until vacation time is utilized.

Section 6. Vacation Pay Upon Termination

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

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

If requested, the supervisor shall grant vacation, float holidays or personal time off (PTO) for an employee to care for a sick child, spouse or parent. In such cases, vacation may be used in increments of less than 8 hours.

ARTICLE 14. SICK LEAVE

Section 1. Sick Leave Allowance

- A. Each regular employee shall accumulate one (1) day of paid sick leave for each calendar month of service as a regular employee.
- B. The one (1) day monthly sick leave shall be accumulated on the basis of hours paid during the month, not to exceed a 1.0 FTE rate of accumulation.

Section 2. Sick Leave Pay Eligibility Requirements

- A. The employee must meet the definition of a regular employee.
- B. During the first six (6) months of employment, employees are not eligible to accumulate sick leave on a monthly basis. After completion of six (6) months of service as a regular employee, the employee's sick leave account will be credited with six (6) days of sick leave which is then available for use, subject to the provisions of this Article.
- C. Sick leave shall be applicable only if the employee is ill on a regularly scheduled workday.
- D. The supervisor may require a written physician's/provider's verification of illness sufficient to justify the employee's absence from work for the period claimed.

Section 3. Sick Leave Pay

- A. Sick leave pay shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have worked had **he/she/they** worked **his/her/their** normal shift. In the event the employee's normal shift cannot be determined due to shift fluctuations between payroll periods, sick leave pay shall be for the employee's assigned full-time equivalent hours.
- B. Accumulated sick leave shall not be converted to a cash payment.

Section 4. Illness During Shift

If an eligible employee becomes ill before completion of **his/her/their** shift, the employee shall be paid for hours worked and shall receive paid sick leave for the hours not worked during the balance of **his/her/their** scheduled shift.

Section 5. Sick Leave for Medical/Dental Appointments

- A. An eligible employee with at least six (6) months of service may use sick leave for hours directly associated with medical/dental appointments, subject to the eligibility requirements outlined in this Section.
- B. Responsibility for authorization of time off for medical/dental appointments shall rest with the supervisor, subject to staffing requirements and efficient operations.

Section 6. Integration of Sick Leave with Workers' Compensation

- A. If the employee receives Workers' Compensation insurance payments, Employer-paid sick leave shall be reduced by the amount of Workers' Compensation insurance pay received by the employee. Only the amount of sick leave which is integrated with Workers' Compensation payments shall be charged against the employee's sick leave account. For example, after three (3) days, approximately one-third (1/3) sick leave is charged per day.
- B. Workers' Compensation insurance payments shall not be charged against the employee's sick leave account.

Section 7. Holiday During Sick Leave

If an employee is on excused paid sick leave the day before and/or the day after a recognized National holiday, and the employee is otherwise eligible for holiday pay according to Article 12, Section 2, the day will be paid as holiday not worked.

Section 8. Sick Leave for Sick Child, Spouse, Parent, Pregnant Spouse or Spouse Recovering from Pregnancy

Employees may use sick leave to care for a sick child, spouse, parent, pregnant spouse or spouse recovering from pregnancy providing the requesting employee has at least five (5) days of sick leave accrued (or its equivalent in FTE hours) at the time of the request to use sick leave for a child, spouse or parent illness is made.

Section 9. Sick Leave

Sick leave shall be applicable if an employee is on a scheduled vacation day and has a medically documented illness.

ARTICLE 15. EDUCATION AND TRAINING

Section 1. Scope

The parties recognize that the mental health professional has the primary responsibility for obtaining and financing on-going education and training. However, the Employer recognizes the value of continuing employee education in providing Health Plan members and the general public with professional mental health services which meet the highest quality standards. Thus, the Employer agrees to assist the eligible employees in their endeavor to obtain and finance continuing education and training in their respective mental health professions.

Section 2. Continuing Education Programs

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

- A. The program must be related to the employee's current job classification. The determination of whether a particular continuing education program is related to an employee's current job classification shall be made by the Employer. Any disputes about said determination shall be resolved by consensus between Union and Management in partnership. Further, if the Employer provides an internal continuing education program which is similar to the program requested by the employee, **he/she/they** shall be required to attend the internal program. **If the program is taken virtually, the employee need not take the course in a Kaiser facility.**
- B. The employee must submit a written request to attend the continuing education program at least eight (8) weeks in advance for employees scheduled to see patients and at least four (4) weeks in advance for all other employees. Consideration for approval shall be given when courses are offered with shorter notice, provided staffing needs are met.
- C. The program must be offered by an accredited educational institution or professional organization which is recognized by the Employer. Some of the CEU benefit may, with consultation of the employee, be suggested by the supervisor for a class that management deems appropriate for the individual to attend.
- D. The employee must successfully complete the program as certified by an official report, transcript or other proof of attendance from the institution in which the program was taken.
- E. When the above conditions are met, the employee shall be reimbursed for any educationally-related software, books and journals related to the employee's job and/or be reimbursed for any tuition fees, books and travel expenses directly associated with the continuing education program, up to the expense limits identified in this Section, and subject to verification of expenses. It is expressly understood and agreed annual paid days can be used for travel time as well as for class attendance if either occur during normal working hours, even if on a non-working day.

- F. Annual paid days and expense allowance shall be credited to the employee on **his/her/their** anniversary date as a regular employee. Annual paid days and expense allowance for continuing education which is not used in the anniversary year earned may carry over to the next year. In no event may an employee accumulate more than twice his or her annual paid days. It is expressly understood that “paid expenses” can be used for all travel expenses to include overnight accommodations and transportation.
- G. Employees may use the continuing education expense allowance for programs taken during either working or non-working hours. In no event shall more than one educational benefit apply toward the same program. For example, an employee may not use continuing education expense allowance and tuition reimbursement for the same program.
- H. An eligible regular employee shall be granted continuing education allowance based upon **his/her/their** length of service as set forth below:

<u>Completed Years of Service</u>	<u>Annual Maximum Paid Days</u>	<u>Annual Maximum Paid Expenses</u>
1	1	\$158.40
2	3	\$497.20
3	5	\$792.00

The above monies can be used for educationally-related software, books and journals related to the employee’s job and/or be reimbursed for any tuition fees, books, associations fees, certification and travel expenses directly associated with the continuing education program, up to the expense limits identified in this Section, and subject to verification of expenses.

- I. Annual paid days shall be accumulated on the basis of the employee’s assigned full-time equivalent (FTE) hours per workweek, not to exceed a 1.0 FTE rate of accumulation. It is expressly understood and agreed annual paid days can be used for travel time if travel time is during normal working hours, even if on a non-working day.
- J. An eligible employee regularly assigned to an evening or night shift may use **his/her/their** paid continuing education days to attend continuing education programs offered during the day. The parties intend that this provision apply only in instances where the continuing education program requested is not offered on the employee’s scheduled day off. An evening shift employee shall not be required to work **his/her/their** scheduled shift immediately following a full-day educational leave program. A night shift employee shall not be required to work **his/her/their** scheduled shift immediately prior to a full-day educational program. Pay for the continuing education day shall be as described in Paragraph (k) of this Section.
- K. Pay for time spent in continuing education programs held during working hours shall be at the employee’s regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have worked had

he/she/they worked **his/her/their** normal shift up to a maximum of ten (10) hours. In the event the employee's normal shift fluctuates between payroll periods, pay shall be for the employee's assigned full-time equivalent hours.

- L. If an employee uses education time in excess of the accrued allotment of time, the difference will be deducted from the employee's vacation account. If the employee has not accumulated vacation, the difference will be deducted from the next paycheck.

Section 3. Tuition Reimbursement

A regular employee with at least six (6) months of service as a regular employee shall be eligible to enroll in educational programs held during non-working hours, in accordance with the following:

- A. The course or training program must be taken at an accredited school, junior college, four-year college, university or other equivalent institution. Consideration may be given to non-accredited educational programs which are approved by a professional organization recognized by the Employer.
- B. Each individual course or training program, whether or not a component of a degree program, must be related to the employee's current work assignment and/or potential for advancement within the Company. Upon employee request, the Employer will advise an employee enrolled in a degree program of those electives which meet the criteria specified above. Responsibility for authorization of a course for tuition reimbursement purposes shall rest entirely with the Employer.
- C. The course or training program must be taken during nonworking hour.
- D. In accordance with this Section, tuition reimbursement may be applied to the cost of tuition, fees and text books required to take the course. Other expenses associated with the course, such as transportation, parking, equipment, periodicals and uniforms shall not be reimbursable.
- E. Reimbursement shall be forfeited if, prior to successful completion of the course or training program, any of the following occur:
 - (1) Voluntary or involuntary termination
 - (2) Leave of absence
 - (3) Layoff
 - (4) Transfer to a short-hour, temporary or on-call status
- F. To be eligible for tuition reimbursement, standard graded/credited courses must be completed with a grade of "C" for better. In addition to standard graded courses, the following types of courses are eligible for tuition reimbursement, if successfully completed:
 - (1) A course in which only grades of pass/fail are given
 - (2) A non-credit course
 - (3) A course which is audited

G. Receipts for allowed expenses and official confirmation of successful course completion must be submitted for reimbursement within ninety (90) days of course completion. The Employer then shall reimburse employees according to the following:

- (1) Full-time employees with less than five (5) years of service prior to course enrollment, shall be reimbursed eighty percent (80%) of the cost of tuition, fees and required textbooks, up to a maximum of \$990.00 per calendar year.
- (2) Full-time employees with at least five (5) years of service prior to course enrollment shall be reimbursed one hundred percent (100%) of the cost of tuition, fees and required textbooks, up to a maximum of \$1,440 per calendar year.
- (3) Part-time employees will receive tuition reimbursement for tuition, fees and required textbooks on a prorated basis as follows:

<u>FTE</u>	<u>Up to Five Years Service (80% of Cost up to)</u>	<u>Five Plus Years (100% of Cost up to)</u>
.6	\$594.00	\$864.00
.7	\$693.00	\$1,008.00
.8	\$792.00	\$1,152.00
.9	\$891.00	\$1,296.00

- (4) In determining the prorated FTE allowance above, the Employer will use all hours paid during the preceding calendar year, not to exceed a 1.0 FTE.
- (5) The annual expense allowance not used in the calendar year earned may carry over to the next year, but in no case may the annual expense allowance accumulate beyond twice the annual amount.
- (6) The parties agree to review the aforementioned amounts paid for tuition reimbursement and consider increasing these amounts.

Section 4. On-the-Job Employee Development

It is each employee’s responsibility to keep abreast of developments in **his/her/their** respective field. The Employer shall arrange during working hours, subject to staffing requirements and efficient operations, to assist mental health providers to learn new procedures and to operate new equipment in the Employer’s facilities.

ARTICLE 16. LEAVES OF ABSENCE

Section 1. General Provisions

- A. Only regular and short-hour employees shall be eligible for consideration for a leave of absence, provided the employee meets the eligibility requirements for the particular leave requested.
- B. A leave of absence is defined as an unpaid absence from work of one (1) month or more. Benefits and service for tenure adjustments shall not accumulate during a leave of absence, **except as follows:**
 - a. **Seniority** shall continue to accumulate during medical disability leaves of absence;
 - b. **Seniority**, benefits and service for tenure adjustments shall continue to accumulate during Workers' compensation leaves of absence;
 - c. **Seniority and service for tenure adjustments shall continue to accumulate during leaves of absence less than twelve months for pregnancy-related, adoption, fostering, new parent, and surrogacy leaves of absence.**
- C. Requests and approvals for leaves of absence shall be in writing with one (1) copy to the employee and one (1) copy to the Human Resources Department.
- D. Coverage of all insurance benefit plans in effect at the time the leave of absence begins shall be continued through the end of the month in which the leave of absence begins, except as otherwise provided in Article 16.
- E. Except as otherwise provided, regular employees may continue health care, dental and life insurance benefits during the interim months of their leave of absence at their own expense. Benefit continuation payments are due to the Human Resources Department by the 15th of the month following the end of Employer-paid coverage, and for each subsequent month during the leave of absence period. If an employee neglects to pay the monthly payment by the 15th, **he/she/they** will be terminated from all benefit plans on the first day of the month in which the payment was not received, and **he/she/they** will be billed for any services received during this period.
- F. Coverage of health care, dental, life insurance and other benefits shall resume on the first day of the employee's return to work. An employee on a personal leave of absence who returns to work on or before the 15th of the month shall not pay the premium payments for these benefits for that month. An employee on a medical disability leave of absence shall not pay the premium payments for these benefits if returning to work any day during the month.
- G. An employee may be granted a maximum of two leaves of absence during any twelve-month period, provided the total absence does not exceed six months. Employees returning from medical or personal leaves must work a minimum of twelve (12) months prior to requesting an educational leave.
- H. An employee may combine a medical and/or personal leave of absence with an educational leave, provided the employee notifies the Employer at the onset of the

medical or personal leave that the educational leave will immediately follow. In such instances, the employee will be forwarded and must sign a form waiving reinstatement rights under the medical or personal leave sections, and the maximum leave period for the combined leaves may not exceed two (2) years. The Employer will fill the vacant position when the employee begins the medical or personal leave. Upon return, the employee's reinstatement rights shall be in accord with the educational leave section.

- I. An employee who does not return to work prior to the maximum leave of absence period specified in this Article shall be processed as a voluntary termination.
- J. All persons who replace employees who are on a leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return.
- K. A request for an unpaid absence from work of less than one (1) month shall be evaluated in accordance with departmental staffing requirements and efficient operations. Personal time off for a period of less than one (1) month shall not affect the employee's accrual of seniority and/or benefits.

Section 2. Medical Disability Leave of Absence.

- A. Six (6) months of service is required to be eligible for a medical disability leave of absence, with the exception of pregnancy which requires three (3) months of service. The employee must submit a written leave of absence request to **his/her/their** supervisor at least eight (8) weeks prior to the commencement of the leave of absence, except when sudden illness prohibits such notification. Further, the employee must submit to the Human Resources Department an Attending Physicians' Statement from **his/her/their** physician/provider certifying that **he/she/they** is disabled for the leave of absence period requested.
- B. In the determination of a medical disability leave of absence commencement and ending date, the Employer shall consider the Attending Physician's Statement and any factor(s) which affect the employee's ability to safely and effectively perform **his/her/their** customary job duties.
- C. At the beginning of the disability period, the employee must exhaust **his/her/their** sick leave account. Immediately thereafter, the employee may elect to use any earned vacation and/or float holidays prior to the beginning of a leave of absence. If the employee remains disabled following exhaustion of sick leave and use of optional vacation/float holidays, **he/she/they** may apply for short-term disability benefits.

At the beginning of the disability period, the employee may elect to use any earned vacation. Immediately thereafter, the employee must exhaust **his/her/their** sick leave account. If the employee remains disabled following exhaustion of sick leave benefits, **he/she/they** may apply for short-term disability benefits.
- D. The duration of a medical disability leave of absence shall be that period during which the employee is certified as disabled by **his/her/their** physician up to a

maximum of six (6) months, for employees with less than five (5) years of service, and twelve (12) months for employees with five (5) or more years of service, including any sick leave or vacation taken immediately prior to the leave of absence.

- E. Employees who request a medical disability leave of absence for pregnancy-related purposes, to be followed by a personal leave of absence to care for the newborn child, shall be considered as having requested one (1) leave of absence under this provision. The personal leave of absence must directly follow completion of the period for pregnancy disability, including any sick leave and/or vacation taken immediately prior to the medical disability period.
- F. For employees with at least two (2) years of service as a regular employee, Basic Medical Coverage in effect at the time the leave of absence begins shall be continued at the Employer's expense for the duration of the certified medical disability period.
- G. An employee must submit to **his/her/their** supervisor a written notice of intent to return from a medical disability leave of absence at least three (3) weeks prior to the expiration of the leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- H. When an employee returns to work from an authorized medical disability leave of absence, **he/she/they** shall be reinstated to the same position held prior to **his/her/their** leave of absence, provided the attending physician releases him/her to return to work. In cases where the physician has released the employee to return to work with restrictions, the Employer will determine if a reasonable accommodation can be made. However, if the employee is unable to perform their job, or if conditions have changed in the facility to the extent that it is not reasonable to reinstate the employee to **his/her/their** former position **he/she/they** shall be reinstated to a position that is as nearly comparable to the former position as is reasonable under the circumstances.

Section 3. Personal Leave of Absence

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

- 4) Medical missionary service to an underdeveloped nation, as part of an organized medical missionary effort.
- C. The employee must submit a written leave of absence request to **his/her/their** supervisor at least eight (8) weeks prior to the commencement of the leave of absence, except when sudden illness prohibits such notification.
- D. The employee may use any earned vacation or float holidays prior to commencement of a personal leave of absence.
- E. The duration of a personal leave of absence shall normally be a maximum of three (3) months, including any vacation taken immediately prior to the leave of absence. However, exceptions shall be made under the following circumstances:
 - (1) When a personal leave of absence to care for the employee's newborn child directly follows a medical disability leave for pregnancy-related purposes, the duration of both leave periods shall not exceed six (6) months, including any sick leave and/or vacation taken prior to the medical disability leave.
 - (2) With the joint approval of the Mental Health Director or **his/her/their** designee, and the Human Resources Director, a personal leave of absence may be extended for an additional three (3) months, up to a maximum of six (6) months.
- F. An employee must submit to **his/her/their** supervisor a written notice of intent to return from a personal leave of absence at least three (3) weeks prior to the expiration of the leave of absence. Fulfillment of this requirement shall be a condition of reinstatement.
- G. When an employee returns to work from an authorized personal leave of absence, **he/she/they** shall be reinstated to the same position held prior to **his/her/their** leave of absence. However, if conditions have changed in the facility to the extent that it is not reasonable to reinstate the employee to **his/her/their** former position, **he/she/they** shall be reinstated to a position that is as nearly comparable to the former position as is reasonable under the circumstances.
- H. The Employer shall make every reasonable effort to grant the Union's request for a personal leave of absence for an employee, in order to engage in Union business.

Section 4. Educational Leave of Absence

- A. An employee must have at least two (2) years of service prior to the leave of absence commencement date to be considered for an educational leave of absence. Employees returning from medical or personal leaves must work a minimum of twelve (12) months prior to requesting an educational leave.
- B. The education may be obtained at an institution other than an accredited college or university when approved by local manager.

- C. The education need not be related to the employee's current work assignment but must be conducive to improving **his/her/their** overall work performance and/or potential for advancement within the Company.
- D. The employee must submit a written leave of absence request to **his/her/their** supervisor at least twelve (12) weeks prior to the commencement of the leave of absence.
- E. The employee may use any earned vacation prior to commencement of an educational leave of absence.
- F. The duration of an educational leave of absence shall be a maximum of two (2) calendar years, including any vacation taken immediately prior to the leave of absence.
- G. An employee must submit to **his/her/their** supervisor a written notice of intent to return from an educational leave of absence at least twelve (12) weeks prior to the expiration of the leave of absence. Fulfillment of this requirement shall be a condition of reinstatement.
- H. As a condition of reinstatement, the employee will be required to present documentation that **he/she/they** actually attended school continuously, excluding normal breaks between quarters or semesters, for the duration of the leave of absence period.
- I. An eligible employee who returns from an authorized leave of absence within the two (2) calendar year leave period shall be reinstated to **his/her/their** former position and location if an opening exists at the time the leave of absence terminates. If no opening exists, the employee shall be reinstated to a position that is nearly comparable to the former position as is reasonable under the circumstances, if such an opening exists at the time the leave of absence terminates. If no openings exist in either case, the employee shall be offered any other bargaining unit position for which **he/she/they** is qualified and for which a vacancy exists at the time the leave of absence terminates. If the employee refuses such open job, **he/she/they** shall be processed as a voluntary termination.

Section 5. Military Leave of Absence.

- A. An employee required to fulfill a military obligation within the Armed Forces, the Reserve of the Armed Forces or the National Guard of the United States shall, upon presentation of a copy of associated military orders to **his/her/their** supervisor, be granted a military leave of absence without pay.
- B. The employee may use any earned vacation prior to commencement of a military leave of absence.
- C. Upon timely application for reinstatement in accordance with the provisions of the Military Selective Service Act, as amended, the employee shall be reinstated.

- D. In the event the employee fails to apply for reinstatement in accordance with the Military Selective Service Act, as amended, **he/she/they** shall be processed as a voluntary termination.

Section 6. Military Reserve Duty

- A. A regular employee required to fulfill up to one month military reserve duty with the Armed Forces, the Reserve of the Armed Forces or the National Guard of the United States shall, upon presentation of a copy of associated military orders to **his/her/their** supervisor, be excused from work for such purposes. Military obligations of one month or more shall be process in accordance with Section 5 of this Article.
- B. An eligible employee, as described above, shall receive any unfavorable difference between **his/her/their** regular straight-time rate of pay and any taxable earnings paid by the government for each day of the military duty for a period not to exceed ten (10) workdays in any calendar year.
- C. The employee may elect to use earned vacation time and receive vacation pay concurrent with such military duty, in addition to military pay as described in Paragraph B of this Section.

Section 7. Workers' Compensation Leave

- A. An employee is eligible for a leave of absence due to a valid Workers' Compensation injury or illness, commencing the first day of employment, for reported on-the-job injuries or illnesses.
- B. The employee must submit a written leave of absence request to **his/her/their** supervisor prior to the commencement of the leave of absence, except when sudden illness or injury prohibits such notification. Further, the employee must submit to the Human Resources Department an Attending Physician's Statement from **his/her/their** physician/provider certifying that **he/she/they** is disabled for the leave of absence period requested.
- C. In the determination of a Workers' Compensation leave of absence commencement and ending date, the Employer shall consider the Attending Physician's Statement in determining the employee's ability to safely and effectively perform **his/her/their** customary job duties.
- D. At the beginning of the disability period, the Employer will integrate Employer-paid sick leave with Workers' Compensation payments (for example, one-third (1/3) sick leave is charged per day) until the sick-leave account is exhausted.
- E. The duration of a Workers' Compensation leave of absence shall be that period during which the employee is certified as disabled for a maximum of six (6) months for employees with less than five (5) years of service, and twelve (12) months for employees with five (5) years or more of service.

- F. When an employee returns to work from an authorized Workers' Compensation leave of absence of six (6) months or less, provided that the attending physician releases him or her to duty, **he/she/they** shall be reinstated to the same position held prior to **his/her/their** leave of absence. If the employee is not able to perform **his/her/their** job, or has restrictions/limitations that cannot be reasonably accommodated, or if work assignments have changed or been eliminated such that it is not possible to reinstate the employee to **his/her/their** former position, the Employer shall reinstate him/her to a position in the facility that is as comparable to **his/her/their** original position that **he/she/they** is capable of performing as is reasonable under the circumstances. Such rights to return shall be given preference in filling open jobs.

When an employee returns to work from an authorized Workers' Compensation leave of absence of more than six (6) months, providing that the attending physician releases him or her to duty, the employee will be reinstated to a position comparable to **his/her/their** original position that **he/she/they** is capable of performing as is reasonable under the circumstances. If no comparable position exists, the employee will be placed in the nearest comparable position, as determined by the Employer, and for which the employee is qualified and capable of performing.

- G. For employees with at least two (2) years of service as a regular employee, Basic Medical Coverage, in effect at the time the leave of absence begins, shall be continued at the Employer's expense for the duration of the certified medical disability period, up to six (6) months.

Section 8. Leave-Union Business

The Employer will give serious consideration to the Union's request for a leave of absence, for an employee to conduct union business. An employee who is granted such leave will not receive pay, benefits, nor any benefit accruals during **his/her/their** leave. In no case shall the leave exceed twelve (12) months. Reinstatement to a former or comparable position shall be in accordance with reinstatement for other leaves of absences.

ARTICLE 17. OTHER LEAVE BENEFITS

Section 1. Jury Duty

A regular or short-hour employee who is required to report for jury service shall be excused from work with pay, on a day **he/she/they** would otherwise have worked, under the following conditions:

- A. The employee must present **his/her/their** supervisor with a copy of the jury summons and evidence of attendance, and a copy of a check stub or signed receipt by the Court for money paid by the Court.
- B. The employee shall be required to notify **his/her/their** supervisor when **he/she/they** is excused from jury service and available for work.
- C. A day-shift employee excused from jury service by 12:00 noon shall be required to report to work within one (1) hour after release from jury service.
- D. An evening-shift employee shall not be required to work **his/her/their** scheduled shift immediately following jury service. An evening-shift employee excused from jury service by 12:00 noon shall be required to work at least one-half (1/2) of **his/her/their** scheduled shift immediately following the jury service.
- E. A night-shift employee shall not be required to work **his/her/their** scheduled shift immediately prior to jury service. A night-shift employee excused from the jury service by 12:00 noon shall be required to work at least one-half (1/2) of **his/her/their** scheduled shift immediately following the jury service.
- F. Pay for jury duty shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **he/she/they** worked **his/her/their** normal shift that day less any per diem jury duty allowance received by the employee. In the event the employee's normal shift fluctuates between payroll periods, jury duty pay shall be for the employee's assigned full-time equivalent (FTE) hours.
- G. It is expressly understood and agreed employees shall receive paid leave for jury duty for the duration of such service. Moreover, there will be no offset to employee's pay nor collection of jury duty pay provided by the Courts.

Section 2. Bereavement Leave

- A. When death occurs in the immediate family of a regular employee, **he/she/they** shall be entitled to a period of three (3) work days off, with pay, for the purpose of grieving the loss. Part-time employees will receive three (3) calendar days off, and will receive pay for scheduled work hours, up to eight (8) hours a day, within such three-day period. In instances where a part-time employee is scheduled five (5) days a week, **he/she/they** will receive days off as a full-time employee and will receive pay for scheduled work hours, up to eight (8) hours a day within that period. In the event the funeral is out of state, full and part-time employees shall be granted an additional two (2) days of unpaid time off. If eligible, the employees may

request float holidays or vacation in lieu of unpaid time off. Reasonable evidence of the above may be required. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

- B. For purposes of bereavement leave, immediate family shall be defined as the domestic partner, parent-in-law, step parent-in-law, in *loco parentis*, foster child, adopted child, step daughter, daughter-in-law, step daughter-in-law, step son, son in-law, step son in-law, step sister, sister in –law, step sister in-law, step brother, brother in-law, step brother in-law, grandparent, step grandparent, step grandchildren, **person** living in same household, spouse, sister, brother, daughter, son, mother, mother-in-law, father, father-in-law, step-parents, step-children, legal guardian, legal ward, grandparents, **grandparent(s)- in-law**, and grandchildren, **a person for whom the employee is executor/proxy/agent to settle the estate and/or is assigned power of attorney and/or Medical power of attorney, and/or assigned to communicate Advance Directives. Reasonable evidence of any of the above relationship(s) may be required at management’s discretion.**
- C. **For person(s) living in same household, who aren’t specifically addressed in Section B, specific proof of residency in the same household may be required at management’s discretion.**
- D. Pay for bereavement leave shall be at the employee’s regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **he/she/they** worked **his/her/their** normal shift. In the event the employee’s normal shift fluctuates between payroll periods, bereavement leave pay shall be for the employee’s assigned full-time equivalent hours.
- E. Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more to attend funeral or memorial service.

Section 3. Legal Proceedings

- A. A regular employee served with a legal notice, citation or subpoena which involves any facet of the Employer’s operation shall immediately inform the Employer of such legal proceeding.
- B. If the Employer requests the employee to appear at the legal proceeding, the employee shall be paid at **his/her/their** regular straight-time rate for time spent at the legal proceeding, including applicable shift premium.

Section 4. Voting Time Off

Any employee registered to vote in general, district, direct primary and presidential elections shall be allowed a maximum of two (2) hours off with pay to vote, in accordance with the following:

- A. The employee must provide **his/her/their** supervisor at least two (2) working days of notice of intent to vote during working hours.

- B. No voting time off shall be granted when the polls are open a minimum of three (3) non-working hours.
- C. Voting time shall be granted at either the beginning or the end of the employee's shift, whichever results in the least time off.
- D. Pay for authorized voting time off shall be at the employee's regular straight-time rate of pay.

ARTICLE 18. INSURANCE BENEFITS

Section 1. General Information

- A. The employer provides a flexible benefits plan, that enables benefit eligible employees to choose a variety of benefit options to best fit their individual needs.
- B. Credits will be given to employees based on Employer funding and their FTE.
- C. Effective the first of the month following their date of hire, benefit eligible employees will receive KFHP HMO Mid Option plan health care and supplemental medical coverage for themselves and their family, and \$10,000 individual life insurance coverage during the first 90 days of employment.
- D. All benefits selected under the flexible benefits plan will become effective the first of the month following 90 days of employment.
- E. If a newly benefit eligible employee does not enroll in their flexible benefit choices by the deadline given in new employee orientation, they will automatically receive default coverage. Default coverage consists of the KFHP HMO Low Option health care & supplemental medical coverage for self and family, and \$10,000 of life insurance for employee. In addition, any unused credits will not be returned to you.
- F. Please refer to you flexible benefits plan handbook, “Benefits by Design” for more specific information.
- G. For the purpose of interpreting benefit provisions of the contract, it shall be understood by the parties that Domestic Partner will be interchangeable wherever spouse is mentioned.

Section 2. Basic Medical Coverage

- A. Through the flexible benefits plan, there are five medical options to choose from. The medical coverage selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage, as defined by Kaiser Foundation Health Plan of Colorado (KFHP) will be for each regular benefit eligible employee, **his/her/their** spouse and eligible dependants.
- B. For purposes of this section, eligible dependents shall include unmarried dependent children until the end of the month in which they turn 26. The dependent must contact the Human Resources Department within sixty (60) days of the loss of coverage if interested in continuation of group coverage.
- C. Employees must contact a Benefits Representative in Human Resources within thirty-one (31) days of an event to complete the necessary forms for additions, changes or deletions to Health Plan coverage.

Section 3. Supplemental Medical Coverage

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

Section 4. Dental Plan

- A. Through the flexible benefits plan, there are different levels of dental options to choose from. The dental option selected will become effective the first of the month following 90 days (3 months) of service as a benefit eligible employee. Coverage will be for each regular benefit eligible employee, **his/her/their** spouse and eligible dependents.
- B. For purposes of this Section, eligible dependent children shall include unmarried children under twenty-six (26) years of age or under twenty-six (26) years of age, if they attend an educational institution on a full-time basis and depend upon their parent(s) or legal guardian(s) for support. The dependent must contact the Human Resources Department within sixty (60) days of the loss of coverage if interested in continuation of group coverage.
- C. Employees must contact the Benefits Representative in Human Resources to complete the necessary forms (different from Health Plan) for additions or deletions to Dental Plan coverage within 31 days of an event.

Section 5. Life Insurance and Accidental Death & Dismemberment Insurance

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

Section 6. Short Term Disability

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

Section 7. Extended Income Protection

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

Section 8. Professional Liability Insurance

Effective the first day of employment, the Employer shall pay the premium required to provide Professional Liability Insurance for all mental health employees. The Employer shall hold its employees harmless from an liability on account of deductible features of the policy where the liability is imposed because of alleged negligent acts of an employee in the course and scope of employment. The Employer shall provide each mental health employee with written verification of Professional Liability Insurance.

Section 9. Survivor Assistance Benefits

The Survivor Assistance Benefit will cover employees who are eligible for benefits. This benefit will provide the employee's chosen beneficiary(ies) with financial assistance upon the employee's death. The amount payable is equal to one times the employee's monthly base salary (pro-rated for part-time employees based on regularly scheduled hours). Should death occur while the employee is on a leave of absence of less than one year, the beneficiary(ies) will continue to be covered by this benefit.

Section 10. Maintenance of Benefits

The Employer agrees to maintain the existing co-pays and the level of health plan benefits as established at the time of, and for the duration of this collective bargaining agreement, to include the Health Plan changes for 2001, effective January 1, 2001, listed as follows:

- \$25 co-pay for After Hours/Urgent Care visits
- Oxygen use is covered outside of the service area
- Pancreas transplants for non-medicare patients
- Coverage of compression garments for certain medical conditions.

ARTICLE 19. RETIREMENT BENEFITS

Section 1. Pension Plan

- A. In lieu of the basic Pension Plan (Kaiser Permanente Salaried Retirement Plan), the Employer shall provide the Kaiser Permanente Colorado Professional Employees Pension Plan with provisions identical to the basic Plan as of September 29, 1980. All prior service shall be recognized under the new Pension Plan.
- B. The normal pension benefit formula of the Kaiser Permanente Colorado Professional Employees Pension Plan shall be 1.5% of average monthly compensation over the highest paid sixty (60) consecutive months of compensation out of the last 120 months of employment, multiplied by years of credited service. All provisions of the Pension plan shall remain in effect for the duration of this Agreement.
- C. The Employer assumes responsibility for maintaining compliance with all State and Federal laws regarding pension plans. Pension Plan changes solely for the purpose of ensuring compliance with these laws shall not constitute a reopening of this Agreement. The Employer shall keep the Union advised of any and all changes in the Pension Plan, including all actuarial studies and funding changes.
- D. Employees shall be one-hundred percent (100%) vested in their accrued pension benefit after five (5) years of service, as defined in the Pension Plan.
- E. Former participants in the supplemental Pension Plan (Plan B) shall become inactive participants. No further employee or Employer contributions to their accounts shall be made. The inactive participants shall continue to have the right to direct the investment of their account balances. Employment after September 29, 1980, shall be recognized as Plan participation and service for purposes of determining vesting.

Section 2. Retired Basic Medical Coverage

Employees with at least 15 years of service who retire under the early, normal or postponed provisions of the Kaiser Permanente Colorado Professional Employees Pension Plan shall receive Employer-paid basic medical coverage subject to the following provisions:

- A. Normal and postponed retirees shall receive continued basic medical coverage for the retiree, **his/her/their** spouse and eligible dependents.
- B. Early retirees shall receive basic medical coverage when they become eligible for Medicare at age sixty-five (65) for the retiree, **his/her/their** spouse and eligible dependents. Early retirees may continue basic medical coverage at their own expense until reaching age sixty-five (65).
- C. Employees hired after September 29, 1980 must have 25 years of service in order to receive fully paid Basic Medical Coverage benefits. Employees with less than 25 years of service will be required to pay 4% of the cost of the coverage for the

retiree, spouse and eligible dependents for each year of service under 25 years up to a maximum of 40%.

- D. Basic medical coverage for the retiree, spouse and eligible dependents shall be comparable to the coverage provided to active employees with the exception that benefits are integrated with Parts A and B of Medicare. Benefits will be provided for the retiree, spouse and eligible dependents and will continue for the life of the retiree. The retiree and spouse will be required to maintain participation in parts A and B of Medicare at **his/her/their** own expense. The retiree and spouse enrolled in Kaiser Foundation Health Plan basic medical coverage must also assign Parts A and B to the Health Plan to remain eligible for Employer-paid coverage.

Section 3. Tax Sheltered Annuity (TSA) Plan

The Employer shall provide employees with a TSA Plan, as annually defined by a third-party carrier selected by the Employer.

ARTICLE 20. PROFESSIONAL RELATIONS COMMITTEE

Section 1. Establishment and Composition of Committee

- A. A Professional Relations Committee shall be established at each facility and may be established within the mental health professional group, on a local market basis.
- B. In addition, a Regional Professional Relations Committee will be established for the purpose of addressing issues of concern or which have applicability to the entire bargaining unit, which are not covered by the Collective Bargaining Agreement.
- C. The Professional Relations Committee shall be comprised of not more than four (4) Employer representatives and four (4) employee representatives. Each party shall designate their own representatives. Each party shall name a spokesperson to coordinate Committee activities.
- D. Representatives to the Professional Relations Committee will be appointed from four (4) separate facilities.

Section 2. Purpose of Committee

The purpose of the Professional Relations Committee shall be as follows:

To recommend measures to improve patient care consistent with the objective of the parties to provide quality health care at a reasonable cost.

To review matters directly associated with the practice of the Mental Health profession.

To review matters directly associated with safety and health issues as they may arise in the work place.

To review other issues of professional concern.

Section 3. Committee Meetings

- A. Members of the Professional Relations Committee shall mutually select meeting dates, times, places and agendas; however, either party may request to place issues on the agenda and a meeting to discuss the same.
- B. At the first meeting, future meetings should be scheduled to ensure timely notice for release.
- C. Committee members will not lose pay for participating in committees, but will not receive additional compensation beyond their schedule.

Section 4. Submission of Committee Recommendations

- A. Written recommendations of the Professional Relations Committee shall be submitted to the Behavior Health Services Director and the R.D.C.
- B. The Behavioral Health Services Director and the Regional Department Chief shall advise the Committee in writing within thirty (30) calendar days of the disposition of any recommendations submitted.

Section 5. Committee Limitations

The Professional Relations Committee shall not address any matters involving interpretation of this Agreement.

ARTICLE 21. OTHER PROVISIONS

Section 1. Mileage Reimbursement

- A. The Employer shall reimburse employees for the use of their personal automobile while on company business, at the rate of the Internal Revenue Service non-taxable mileage allowances, subject to the eligibility requirements outlined in this section.
- B. An employee's personal automobile shall be used for Company business only, at the direction of the employee's supervisor and with the employee's approval. Under no circumstances shall an employee's personal automobile be utilized to transport patients.
- C. The Employer shall not provide insurance for the employee's personal automobile and shall not be liable for any claims arising out of operation of the employee's personal automobile.
- D. Mileage reimbursement shall not be provided to employees for their customary drive to and from work.
- E. For an employee regularly assigned to work at more than one (1) facility, the customary drive to and from work shall refer to the distance between home and the facility to which the employee is normally assigned. Mileage reimbursement shall be paid for any difference between the employee's customary drive to and from work and **his/her/their** drive to another facility, as assigned by the supervisor.

Section 2. Bulletin Boards

The Employer shall provide designated space at each facility on the existing bulletin board for the use of the Union. The posted material shall first be submitted to the Human Resources Director, or designee and/or Behavioral Health Services for review.

Section 3. Notice of Resignation

In the event an employee must resign **his/her/their** position, the Employer requires that employees scheduled to see patients provide a letter of resignation to the supervisor at least four (4) weeks in advance to allow for rescheduling of patients. Other employees shall be required to provide at least three (3) weeks of notice. Those not meeting applicable notice requirements shall be marked ineligible for rehire.

Section 4. Member Difficulties

Difficult situations with health-plan members may be reported to Customer Services via the employee's immediate supervisor. The employee will receive a prompt response.

Section 5. Video Display Terminals

The Employer agrees to meet and confer with both U.F.C.W., Local 7 and S.E.I.U., Local 105, upon request, over issues of concern regarding VDT utilization guidelines. The parties

acknowledge that changes in technology, new research on health and safety issues and other factors may necessitate the updating of the current guidelines during the term of this Agreement.

Section 6. Dependent Care Assistance Plan

The Employer shall make available a salary redirection plan to assist employees with dependent care expenses, per IRS tax regulations.

Section 7. Replacement Coordination

When employees are absent for any reason, the Employer will make reasonable, good-faith efforts to maintain staffing commensurate with the workload, and to replace absent employees when necessary. To that end, the Employer will coordinate staff replacements through exercising best efforts to: maintain a pool of qualified on-call employees, establish mechanisms to facilitate the assigning of additional hours, and if efficient, maintain a pool of staff hired specifically to float from department to department as relief personnel. If the Employer hires staff as Float Pool employees, special conditions unique to Float Pool employees are outlined in a Letter of Understanding between the parties.

Section 8. Recording Time Worked

It is the intent of the parties that there should be no time off-the-clock work practices under this agreement.

Section 9. National Agreement (see Appendix B)

The National Agreement shall become an addendum to the collective bargaining agreements of the parties. Pursuant to Section 3: Scope of the Agreement. C. The National Agreement and Local Agreements, by being signatory to the National Agreement, Kaiser Permanente and UFCW, Local 7 units have not intended to eliminate or modify any superior wage, benefit or condition in their local agreement, and the national Agreement should not be interpreted to deprive the employees of such wages, benefits, or condition or language.

To that end, the parties have discussed the necessity to concurrently use the staffing language found in both the National Agreement and the Local Agreement. While it is expected that Local 7 will participate in the Pilot Programs and staff planning and budgetary processes identified in the National Agreement, it is also expected that current staffing committees, problem solving processes and rights related to staffing and patient care (Article 24) under the current local language will continue simultaneously.

For other contract provisions, while it is not intended that local provisions are in any way modified, where language exists in both the National Agreement and the Local Agreement, the parties will discuss which language should be used given the circumstances. Disagreements, if any, will be handled pursuant to the National Agreement.

Performance Sharing. While the National Agreement provides for a pro-rata portion, based upon the ratification date, the same shall be paid for the entire year. The Performance Sharing Program can potentially pay 1% in 2003 (for 2002 performance). 2% in 2004 (for 2003 performance) and 3% in 2005 (for 2004 performance). Financial, service and/or quality targets are jointly set.

Section 10. Joint Market Review Team

The parties recognize the need to identify significant wage level disparities with market during the life of the agreement. To that end, a Joint Market Review Team shall meet semi-annually to identify any market issues and jointly develop the action needed. The parties agree specific meeting dates are needed to assume this is done with a core group.

Section 11. Settlement Agreement

Local 7 represents a bargaining unit described in Article 1, Section 1 of the Collective Bargaining Agreement (“CBA”) dated March 2, 2003. That bargaining unit description has been included in the parties’ CBAs since 1980.

Between 1980 and the present, Kaiser Permanente’s operations have undergone a number of organizational changes that have resulted in the elimination, expansion or consolidation of departments and positions that existed in 1980, the creation of new departments and positions that did not exist in 1980, changes in the functions performed by departments, and resulting changes in the duties, responsibilities and reporting relationships of many positions.

During the term of the 2003 CBA the parties have engaged in a number of disputes concerning the bargaining unit placement of positions that the Employer has classified and filled as non-union positions. The Union has contended that certain such positions have been improperly classified, posted and filled as non-union positions, and that they involve work that has been and should be performed by members of their bargaining unit. The Employer has disagreed with the Union’s contentions.

1. Designation of Permanent Neutral. The parties will, no later than October 30th, 2005, jointly select an independent arbitrator with significant NLRB experience, who will agree to apply Board standards to resolve disputes relating to the bargaining unit placement of disputed positions on an expedited basis. The Arbitrator shall be required to issue a decision no later than January 1st, 2006. In issuing any award pursuant to this Agreement, the Permanent Neutral shall interpret and apply the terms of the CBA as clarified by this Agreement, any applicable letters of understanding, and any additional applicable agreements executed by the parties after the execution of this Agreement. Any decision of the Permanent Neutral shall also be consistent with the requirements and limitations of applicable laws. The losing party shall pay the Arbitrator’s fees and expenses. In the event of a split decision, said fees and expenses shall be shared equally.
2. For the positions which may be organized, the Company shall follow the National Labor-Management Partnership Recognition and Campaign Rules (dated 8/03/99). In the event of any dispute, the parties shall within thirty (30) days, resubmit the issue to arbitrator referenced above. The Arbitrator shall be required to issue his decision within thirty (30) days.
3. The Company shall grant leaves-of-absence for up to seven (7) bargaining unit members for up to six (6) months for the purpose of organizing. These members shall be returned, upon conclusion for the leave, to their former position. The members’ seniority and other benefit protections shall be in accordance with the National Agreement, Section 1(K)(1). In order to meet staffing needs for the replacement of the absent bargaining unit member,

the Union agrees to waive any arbitration rights related to the replacement of the bargaining unit member. Such replacements will not have rights to Employment Income Security.

Any disputes over the application or interpretation of this Agreement shall be submitted to the same Arbitrator on an expedited basis as set forth above.

Section 12. Flexible Workplace Arrangements

Employees who are required to have remote access, as mutually determined by the Union and the Employer on a case-by-case basis, shall be reimbursed for the cost of internet service.

Additionally, if the employee's job requires remote access and the Employer determines that computer hardware is needed, the Employer shall purchase and install such hardware in accordance with the Flexible Workplace Arrangements Procedure, Personnel Policy 3.26, which can be found on the Human Resources website. The hardware will be considered Company property.

Section 13. Standard Outbound Interfaces for Unions

The union agrees to accept the Standard Outbound Interfaces for Unions for the purposes of consistent data reporting.

Section 14. DEA Licensures

The Employer will reimburse the cost for DEA licensures for those positions where such license is required by law to practice.

Section 15. Economics

All economic items will be discussed during the October discussions. The parties have agreed to schedule October 1, 2005 and October 5, 2005.

ARTICLE 22. DISCIPLINE AND DISCHARGE

Section 1. General

- A. If a supervisor intends to meet with an employee for the purpose of issuing an Action Plan, Performance Improvement Plan, or Formal Disciplinary Action, or to conduct an investigatory interview to determine the need to administer any such action, the supervisor shall inform the employee of the nature of such meeting prior to the inception of the meeting. The employee may request that a Union Steward, Union Business Representative or another Union employee attend the session.
- B. An employee shall be informed of any Plan or any Disciplinary Notice placed in **his/her/their** personnel file and shall be provided with a copy of such Plan or Notice and provided an opportunity to affix **his/her/their** signature thereto as recognition of being informed. The employee shall be given an opportunity to submit explanatory remarks for the record.
- C. Employees shall be periodically permitted to review the department file, which is maintained by the supervisor, and permitted to submit explanatory remarks regarding any contents.
- D. Employees shall not be subject to discipline for use of accumulated sick leave provided:
 - 1. The employee has a good attendance record; and
 - 2. The employee shows no pattern of sick leave abuse such as: sick leave usage on Mondays, Fridays, days before or after a Holiday, or days for which time off was previously denied.
- E. The Employer shall not discipline any employee without cause.
- F. No employee will be reassigned due to job performance problems without good reason.

Section 2. Performance Improvement Steps

In recognition of the professional status of the classifications covered under this Agreement, the following steps will be used to address performance issues:

A. Resolution Procedure

The Employer and Union agree that prior to the implementation of an Action or Performance Improvement Plan, the parties involved shall attempt resolution through informal coaching and/or counseling so that further discipline may not be necessary. The employee has the right to Union representation. The supervisor shall notify the employee and a Union Representative about the need for a meeting. Upon notification by the supervisor, the Union Representative shall contact the employee regarding representation at the requested meeting. The dialogue shall focus on resolving the performance issue(s) to the satisfaction of all parties on an informal and amicable basis. Facts surrounding the performance issue(s) shall be

presented reviewed and options discussed. Issues must be addressed within a reasonable period of time.

B. Action Plan (Step 1)

In the event that a performance related grievance persists beyond informal coaching, counseling, or learning plans, or if the incident is of a more serious nature, the employee, Steward or Union Representative, if requested, and the Manager should develop a plan specifying the areas of needed improvement and the corrective action required. The Action Plan will then be written by the supervisor. The Action Plan should include specifics of what is deficient, specifics of what action needs to be taken and time tables for completion. Timetables should be realistic. The Action Plan will be retained in the supervisor's file only, but will not be used as evidence in further progressive steps provided there has been no recurrence of the issue in the Action Plan within twelve (12) months of the initial incident.

C. Performance Improvement Plan (Step 2)

- 1) In the event the issues identified in the action plan persist beyond the agreed upon time table, or if the issues are of a more serious nature, a Performance Improvement Plan will be developed by the supervisor and the employee. If requested, the Steward or Union Representative may offer suggestions to be included in the Performance Improvement Plan. The Performance Improvement Plan will be maintained in the employee's Personnel file along with the previous Action Plan, if any. Performance Improvement Plans over eighteen (18) months old shall not be used as evidence in further progressive steps.
- 2) Although Action Plans and Performance Improvement Plans are considered to be a more professional and less formal means of addressing performance issues, it is understood that both parties agree that the steps taken herein satisfy the progressive disciplinary steps of more formal programs.

D. Formal Disciplinary Action (Step 3)

A Level 3 Corrective Action Plan may remain active for up to one (1) year as mutually agreed by the parties. However, any such Corrective Action Plans will not be used as evidence in discipline and discharge cases after one (1) year from the date of the incident, provided there is no occurrence of similar nature during this time.

An active Level 3 Corrective Action Plan shall not automatically preclude consideration for another position. The hiring supervisor will decide whether to accept the bid, taking into consideration the nature, severity and relevancy of the infraction.

Section 3. Discharge

- A. The Employer shall not discharge any employee except for good and sufficient

cause.

- B. Any non-probationary employee who believes that **he/she/they** has been discharged without good and sufficient cause shall have the right to appeal such discharge in accordance with the grievance and arbitration procedure.
- C. Any employee who is discharged shall be informed in writing, at the time of the discharge, of the reason(s) for the discharge. If the employee is not present on the date of termination, the written discharge notice shall be mailed to the employee's last-known address together with any final check.

ARTICLE 23. RESOLUTION/GRIEVANCE PROCEDURE

Section 1. Overview

Any and all matters of controversy, dispute, or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be examined and resolved by this Resolution/Grievance Procedure. All parties are encouraged to use Section 2, Resolution Procedure. Any matters involving disciplinary action may go directly to Section 3, Grievance Procedure.

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

Section 2. Resolution Procedure

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

Section 3. Grievance Procedure

- A) If agreement is not reached through the Resolution Procedure a written grievance shall be forwarded to the supervisor, appropriate level of management, and Human Resources, within fourteen (14) calendar days from the date of issuance of discipline or date of Resolution Procedure impass. The grievance must include: the nature of the grievance in reasonable detail, the provisions of the Agreement and/or issue(s) in dispute, the names(s) of the individual(s) involved, and the remedy sought.
- B) Human Resources Teamleader or designee shall schedule a meeting within fourteen (14) calendar days with all parties involved to discuss the grievance and proposed remedy.
- C) Human Resources Teamleader or designee shall provide the Union with the final Employer decision, in writing, within fourteen (14) calendar days, following the conclusion of the grievance meeting(s).
- D) Grievances, which remain unresolved, may be submitted either to interest based problem solving and/or arbitration.

Section 4. Arbitration Procedure

- A) If an agreement cannot be reached through the grievance procedure, the parties may choose to attempt resolution through interest based problem solving and/or arbitration.
- B) Interest based problem solving is negotiation based on principles and steps used to achieve positive results for those involved. This procedure may be entered into while awaiting arbitration.
- C) If the grievance is not satisfactorily resolved, the Union may invoke arbitration by submitting a written notice to the Human Resources Teamleader or designee, within fourteen (14) calendar days after the date of the Employer decision.
- D) Upon receipt of notification, the parties shall meet within fourteen (14) calendar days to select an arbitrator. If the parties cannot agree upon an arbitrator, a list of fifteen (15) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall choose an arbitrator by alternately striking a name from the list until agreement is reached or one name remains. Every reasonable attempt shall be made to hear the case within six months from the date of the grievance.
- E) The arbitrator shall be authorized to rule upon and issue a decision in writing on any grievance for arbitration, including the question of whether or not the grievance is arbitrable. The decision and award shall be final and binding upon the parties to this Agreement. The expenses of the arbitrator and other mutually agreed to expenses shall be borne equally by the parties. Each party shall be responsible for the cost of its own representation and witnesses.
- F) The arbitrator shall not be authorized to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement.

Section 5. General

- A. The time limits set forth in this Article may be extended upon mutual agreement of the parties. Formal grievances and/or arbitration may, by mutual agreement, be referred back or advanced to any step of the Resolution/Grievance/Arbitration Procedure.
- B. When two (2) or more employees are part of a common grievance, the matter shall be heard as a single grievance.
- C. If either party does not respond within the specified time limit(s), the other party may proceed to the next step. Any matter not appealed within the specified or mutually agreed extended time limit(s) shall be considered resolved.
- D. It is understood that the representative of the parties at each step in the foregoing Resolution/Grievance/Arbitration Procedure, shall have the authority to resolve the issue(s).

- E. No solution or arbitration settlement shall create a basis for retroactive adjustment in any other cases.
- F. In instances where wage discrepancies or monetary benefit errors are discovered upon receipt of a W-2, the issue must be brought to the attention of the Human Resources Department no later than thirty (30) days from the disbursement of the W-2s.
- G. With prior notification, either side may have additional parties at any step for specific purposes, such as training.

ARTICLE 24. STAFFING

The Parties recognize our mutual and ethical responsibility to provide sufficient staffing to meet quality standards of patient care. It shall be the responsibility of the Medical Office Director (MOD) or equivalent, in collaboration with the Local 7 designee and other pertinent employee group representatives to ensure that staffing related issues are addressed with consensus. An employee may call a member of the regional committee directly to address a staffing issue and file a staffing concern form.

The staffing concern form shall be referred to the staffing committee. The staffing committee will provide notice to the Area Leadership Team, if one exists, and the staffing committee may leverage the UBT and/or the Area Leadership Team to work to resolve the issues. The staffing committee may also utilize its current processes to resolve the concern.

This regional committee shall consist of, but is not limited to three (3) members designated by Local 7 and three (3) members designated by Kaiser Permanente. This committee shall continue to meet throughout the term of this Agreement.

The regional committee is responsible for reviewing the appealed staffing issues and reaching consensus on an appropriate staffing option. The committee shall consider implementation of the staffing solutions regarding safe coverage while employees are off due to vacation, illness, or other leaves of absence, and to assure that employees are able to take rest periods, lunches, and vacations.

The committee shall attempt to reach consensus on all issues. If consensus is reached, the solution shall immediately be implemented. If consensus cannot be reached, the matter may be submitted to arbitration. The arbitrator's authority shall be limited to issuing a decision on whether or not either party's position is unreasonable, and to make recommendations as to what the parties shall consider in resolving the dispute. In addition, the arbitrator shall be allowed to remedy violations with an award of penalty payments to the grievant(s).

ARTICLE 25. PATIENT CARE

The purpose of this provision is to set forth the understanding reached by the parties with respect to staffing and related issues.

The parties recognize their mutual and ethical responsibility to provide sufficient staffing to meet quality standards of patient care, workload, and other issues affecting patient care, including, but not limited to, assuring adequate coverage, sick replacement, overtime, and to assure that no employee is required to work in any situation in which his or her license is threatened or places any employee or patient in danger.

To that end, Kaiser shall provide sufficient staffing to address quality of standards of patient care and provider workload including safe coverage.

The parties expressly agree that any disputes arising under this provision of the collective bargaining agreement shall not be subject to the grievance arbitration procedure outlined in Article 23.

ARTICLE 26. MEMORANDUM OF AGREEMENT

The Agreement between Kaiser Foundation Health Plan of Colorado and Colorado Permanente Medical Group, P.C. and UFCW, Local 7, Mental Health Workers including all applicable side letters of understanding, shall be effective beginning October 1, 2021 and shall continue in full force and effect up to and including **April 2, 2026**.

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

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

FOR THE EMPLOYER:

Michael Ramseier
President

Jeff Krawcek, MD
Executive Medical Director

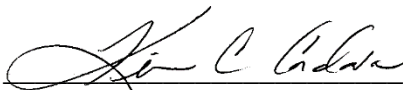
Jessica Bidlingmaier
Vice President, Human Resources

Mark Stotik
Director of HR Consulting

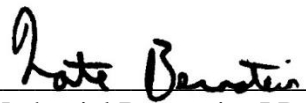
JJ Cassa
Director
LMP, UBT, & PI Programs

Stephanie Price
HR Consultant III, Lead Negotiator

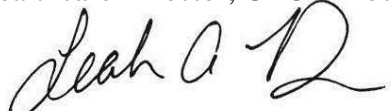
FOR THE UNION:




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President, UFCW Local 7




Nathaniel Bernstein, J.D.
Healthcare Director, UFCW Local 7




Leah Dowodzenka
Union Representative, UFCW Local 7



Teri Smith
Union Representative, UFCW Local 7



Patrick Brenner, L.M.F.T
Chief Steward, Mental Health UFCW Local 7



Laura Richardson, PhD

Amy Conley
Regional Clinical Services Director I

Kathleen Ray
Sr. Business Operations Administrator

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APPENDIX A

LOCAL 7 MENTAL HEALTH WAGE SCHEDULE

Salary Grade	Effective Date	Hourly Base Wage by Step									
		1	2	3	4	5	6	7	8	9	10
		Start	6 mo.	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.	6 yr.	7 yr.	15 yr.
Master's Prepared (MA)	10/3/21	\$ 40.41	\$ 41.32	\$ 43.17	\$ 45.48	\$ 47.54	\$ 49.68	\$ 51.94	\$ 54.27	\$ 56.96	\$ 60.36
	10/1/22	\$ 41.63	\$ 42.57	\$ 44.47	\$ 46.85	\$ 48.97	\$ 51.18	\$ 53.51	\$ 55.91	\$ 58.68	\$ 62.18
	10/1/23	\$ 42.47	\$ 43.43	\$ 45.37	\$ 47.79	\$ 49.96	\$ 52.21	\$ 54.59	\$ 57.03	\$ 59.86	\$ 63.43
	10/1/24	\$ 43.33	\$ 44.31	\$ 46.28	\$ 48.75	\$ 50.97	\$ 53.26	\$ 55.69	\$ 58.18	\$ 61.06	\$ 64.71
Doctorate Prepared (PD)	10/3/21	\$ 47.84	\$ 48.75	\$ 50.60	\$ 52.91	\$ 54.97	\$ 57.11	\$ 59.37	\$ 61.69	\$ 64.38	\$ 67.78
	10/1/22	\$ 49.28	\$ 50.22	\$ 52.13	\$ 54.50	\$ 56.63	\$ 58.83	\$ 61.16	\$ 63.55	\$ 66.32	\$ 69.82
	10/1/23	\$ 50.27	\$ 51.23	\$ 53.18	\$ 55.60	\$ 57.77	\$ 60.01	\$ 62.39	\$ 64.83	\$ 67.65	\$ 71.22
	10/1/24	\$ 51.28	\$ 52.26	\$ 54.25	\$ 56.72	\$ 58.93	\$ 61.22	\$ 63.64	\$ 66.13	\$ 69.01	\$ 72.65

These rates reflect actual pay. The negotiated rate is actually higher, the difference being paid to the National Partnership Trust: \$.09 per hour was deducted for each of the rates.

New pay rates effective the first of the pay period closest to October 1st of each year.

LETTERS OF UNDERSTANDING

Following are Letters of Understanding agreed to by the parties during the 2012 Contract negotiations. These Letters of Understanding run concurrently with the Agreement. Letters of Understanding are separate from the Collective Bargaining Agreement, and are published at the back for disclosure and convenience purposes. The Letters are printed in alphabetical order, by subject content, as follows:

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ABEYANCE OF GRIEVANCES

LETTER OF UNDERSTANDING

Between

Kaiser Foundation Health Plan of Colorado and
Colorado Permanente Medical Group, P.C. (“the Company”)

And

United food and Commercial Workers, Local Number 7 (“the Union” or “Local 7”)

The above-named parties hereby agree that the parties may hold in abeyance any grievances filed for the Company’s issuance of levels 1 and 2 corrective action and for occurrences under its attendance policy.

A grievance held in abeyance reflects that the Union continues to contest the Company’s actions under the parties’ pertinent collective bargaining agreements. However, a grievance held in abeyance may proceed to arbitration if additional levels of corrective action or if additional occurrences are issued under the attendance policy.

In order for such grievances to be held in abeyance, the Union will issue written notification to the Company designee.

A grievance may be held in abeyance at any stage of the dispute resolution procedure. This Letter of Understanding will expire with the current collective bargaining agreement.

(Signed by Nate Bernstein for UFCW and Jacci McKenna for Kaiser Permanente on October 21, 2011)

CEU-STATUS CHANGE

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to CEU accounts, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

The following adjustments should be made to the CEU accounts of employees eligible to receive CEU benefits and who transfer from full-time to part-time status and vice versa.

If eligible for three (3) days at a full-time status:

Applies to a status change from or to a 0.8 FTE or less.

At the time of transfer from part-time to full-time status, if the eligible employee will have spent more than six (6) months of the anniversary year in a part-time capacity, no additional CEU time will be added to **his/her/their** CEU account.

At the time of transfer from part-time to full-time status, if the eligible employee will have spent more than six (6) months in a full-time capacity, one-half (1/2) day will be added to **his/her/their** account.

At the time of transfer from full-time to part-time status, if the eligible employee will have spent more than six (6) months of the anniversary year in a full-time capacity, no CEU time will be deducted from **his/her/their** account.

At the time of transfer from full-time to part-time status, if the eligible employee will have spent less than six (6) months of the anniversary year in a full-time capacity, one-half (1/2) day will be deducted from the employee's current CEU account. (If no CEU time remains at the time of transfer, no recovery will be made.)

No adjustments will be made for a change from/or to a 0.9 FTE.

Employees are responsible for notifying personnel that an adjustment needs to be made to **his/her/their** account. If the employee does not notify Human Resources and the employee uses more than **he/she/they** is eligible for, the excess will be deducted from the employee's vacation account.

In the event that employees transfer in status multiple times, it is not the intent of the parties for anyone to receive more than the maximum allowed for a full-time employee.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

DOMESTIC PARTNER

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to domestic partners, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

For the purpose of interpreting benefit provisions for the contract, it shall be understood by the parties that Domestic Partner will be interchangeable wherever spouse is mentioned.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

FLEXIBLE PERSONAL DAYS

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to flexible personal days, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

For the purpose of enhancing work/life balance, one (1) sick day will be converted to one (1) Personal Flexible day in accordance with the Time Off Benefit Enhancement of the National Agreement.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

INFECTIOUS DISEASE

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Infectious Diseases, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

The Employer recognizes that mental health-care workers covered under this Agreement may contract infectious diseases or illness which may require a reduction, modification or changes in work scope involving direct patient contact. It is the Employer's intent to accommodate such employee's work assignment by exercising its best efforts to change the employee's duties consistent with their qualifications and requirements under the law.

In the event an employee becomes disabled or is no longer able to perform job duties because of illness, the employee shall be eligible for sick leave, disability benefits or leave of absence as applicable in this Collective Bargaining Agreement.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

LONGEVITY BONUS

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to the Longevity Bonus, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

Employees of the bargaining unit with 10 or more years of service will be eligible to receive a longevity bonus, prorated by FTE, based on overall third and fourth-quarter Mental Health local market, patient satisfaction ratings in each year. The bonus is payable in the first half of the next year, as indicated below.

<u>Mental Health Patient Satisfaction Achieved</u>	<u>Lump Sum Bonus (Will be prorated based on FTE)</u>
82%	\$500
85%	\$600
87%	\$700

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

MEDIATION

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to mediation, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

Mediation Procedure

Once a grievance has been responded to at Step 3, the Union may elect to appeal an unresolved grievance to arbitration or an issue may be submitted by mutual agreement to mediation.

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

The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one-day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective.

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

Attendance at mediation sessions shall be limited to the following:

Union: Spokesperson
 Assigned Union Representative
 Grievant
 Union President

Employer: Spokesperson
 Company Representative
 Operations Representative
 Human Resources Director

Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.

The mediation proceeding shall be entirely informal in nature and no record of the proceedings will be made. The parties agree that mediation is an effective process when the facts of a case are

not in dispute. To that end, the relevant facts should be prepared in advance, stipulated to and presented to the mediator at the time of the proceeding. Each spokesperson will then briefly summarize their position. Statements, witnesses, etc., will not be used.

The mediator will then separate the parties and begin discussing with each side the strengths and weaknesses of their arguments and explore alternatives, as the primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. The mediator may request to speak with the company or union representative separately, or either may request to meet with the mediator separately.

Neither legal counsel for either party, nor court reporters, nor any type of note takers shall be allowed to be present at the proceedings.

If settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how **he/she/they** thinks the grievance would be decided if it went to arbitration. Said opinion will not be final and binding, but rather advisory. The mediator's opinion shall be given orally together with a statement of reasons for such.

Either party will be free to arbitrate the mediator's decision. In the event the decision is taken to arbitration, the appealing party will bear all the expenses of the arbitrator. Should the mediation be scheduled during the grievant's shift, the grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Union observers may request time off for Union business without pay.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

MENTAL HEALTH SERVICES COMMITTEE

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to the Mental Health Services Committee, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

A committee shall be established which shall consist of 8 people employed by Kaiser Permanente. The committee will be Co-chaired by the Director and one of the Local 7 providers. The Regional Department Chief (RDC) will be the physician representative. The members will consist of:

- 3 providers
- 1 RN
- 1 supervisor
- 1 analyst

The selection process will involve:

- Bargaining unit elects all three providers (at least one Ph.D. level provider, one master's level provider).
- The Company will select one supervisor.
- The nurses will elect their representative.

The cross-functional work team is authorized to analyze in a systematic way the Mental Health Services offered. The top priority initially will be workload issues, to include number of intakes, initial and return visit access, no shows and treatment practices. Clinical and business recommendations will be data driven, based on objective criteria such as market forces and professional standards. Recommendations will be consistent with the principles of the organization to provide high quality health care and service, in a cost-effective way. Recommendations that have an economic impact on the department will be presented to upper management.

Mental Health professionals who are members of a recognized profession, such as professional psychology or clinical social work, are obligated to adhere to the respective profession's code of ethics in all their activities. A code of ethics has, as its primary goal, the welfare and the protections of the individuals and groups with whom mental health professionals work.

Management agrees to release providers from patient care duties for this committee work. The committee shall attempt to reach consensus on all issues. Whenever this cannot be accomplished,

disputes may be submitted to arbitration. The arbitrator's authority shall be limited to issuing an award to whether or not each party's position is reasonable or unreasonable.

Caseload Grievances – The employer and the Union agree that it is important to address equitable caseload distribution, including but not limited to intakes, return visits, and acuity, as quickly and expeditiously as possible.

To this end at the request of the union, the Director of Behavioral Health and a supervisor designated by the Director will meet with the affected employee and his or her Union representative to investigate the complaint and make a recommendation to the Director of Operations Support. This meeting will be scheduled within thirty (30) days of the request, unless mutually agreed otherwise.

The Director of Operations Support will review the recommendation and either accept or modify the recommendation.

Should the Union find the solution unacceptable, the issue may be advanced directly to an expedited arbitration procedure as agreed to by the parties.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

PART TIME CEU BENEFIT

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to CEU accounts, and is to run concurrently with the Agreement, effective May 31, 2006 through the expiration of the Agreement.

In the event a part time employee uses all the allowed Continuing Education dollars and days for an anniversary year, and in the event the part time employee has consistently worked over their FTE, **he/she/they** may submit a written request to Human Resources for an adjustment. If the review determines that the actual hours worked are equivalent to a greater FTE status, additional CEU dollars and days will be added to the account accordingly.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

PAY ADMINISTRATION

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

This Letter of Understanding describes the Employer’s practice of pay administration and is included herein for reference purposes only. The practices outlined herein may be changed by written notification to the Union.

Determining Wage Rate Upon Hire

For purposes of determining wage rates upon hire, each fully completed year of full-time (24-40 hours per week) work experience in positions with comparable qualifications and responsibilities to those established by the Employer, excluding internships, shall receive one-half (1/2) year of tenure credit. Tenure credit for purposes of determining starting wage rates shall not exceed the three-year rate (Step 5). The following chart is intended to illustrate the intent of this provision:

Step 1

(0 – less than 1 year)

Step 2

(1 year – less than 2 years)

Step 3

(2 years – less than 4 years)

Step 4

(4 years – less than 6 years)

Step 5

(6 or more years experience)

Determination of comparable qualifications and responsibilities for purposes of determining starting wage rates shall rest exclusively with the Employer.

Tenure Adjustments

Regular employees shall progress through tenure steps in time periods identified in Appendix A, regardless of hours scheduled or worked per workweek.

Short-hour employees shall progress through tenure steps in twice the time identified in Appendix A. For example, it will take a short-hour employee two (2) years to progress from Step 3 to Step 4.

Temporary and on-call employees shall not receive tenure step adjustments.

Rate Adjustment Following Promotion within the Bargaining Unit

The employee's wage rate upon promotion within the bargaining unit shall be determined by whichever of the following procedures provides the highest rate:

The employee shall be paid at the first tenure step in the higher position which is greater than the rate in the lower position, or:

The employee shall receive the wage rate as determined by the procedure outlined in Section A of this Letter of Understanding.

A regular employee shall receive credit for time spent in **his/her/their** former classification, up to a maximum of twelve (12) months, in determining the eligibility date for **his/her/their** next tenure step increase, if any. A short-hour employee shall receive credit for time spent in **his/her/their** former classification, up to a maximum of twenty-four (24) months, in determining the eligibility date for **his/her/their** next tenure step increase, if any.

Rate Adjustment Following Downward Transfer within the Bargaining Unit.

The employee's wage rate upon downward transfer within the bargaining unit shall be determined by whichever of the following procedures provides the highest rate:

The employee shall be paid at the same step in the lower position as **he/she/they** was paid in the higher position.

The employee shall receive the wage rate as determined by the procedure outlined in Section A of this Letter of Understanding.

If the employee is promoted to a higher position and later transferred back, **he/she/they** shall be placed on that step rate which would have been appropriate had the promotion not occurred.

Wage Rate Following Lateral Transfer within the Bargaining Unit

An employee who receives a lateral transfer between departments or Medical Offices to the same post in the bargaining unit shall be paid at the same tenure step as **he/she/they** was paid in the former position. A regular

employee shall receive credit for time spent in **his/her/their** former classification, up to a maximum of twelve (12) months, in determining the eligibility date for **his/her/their** next tenure step increase, if any.

Wage Rate Following Transfer from Non-Bargaining Unit Position

- 1) Non-represented employees of Kaiser, who successfully bid into a UFCW Local 7-represented position, who were previously members of Local 7 shall be placed on the wage scale at the step they would have been as if they had never left the bargaining unit
- 2) Non-represented employees of Kaiser, who successfully bid into a UFCW Local 7-represented position, who were not previously members of Local 7 shall be placed on the wage scale based on years of experience in accordance with Article 7(4)(A) of the collective bargaining agreement as follows:

All Positions

Hiring Range	Step 1	Step 2	Step 3	Step 4	Step 5
0 – <1 Yr Exp	X				
1 – <2		X			
2 – <4			X		
4 – <6				X	
6 +					X

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

POST-RETIREMENT MEDICAL BENEFITS

Kim C. Cordova.
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Post-Retirement Medical Benefits and is to run concurrently with the Agreement, effective October 1, 2010 and expiring at the end of the Agreement.

The parties understand and agree that members of the professional Mental Health staff hired before 1985 and who were eligible for the salaried, post-retirement Medical benefit as the date of ratification of the Agreement; namely Jan Bevis, Joel Chapa, Donald Cheadle, Stewart Nyholm, Charlene Smith and Patricia Torness-Smith; will continue their eligibility for this benefit provided they meet the normal, early or disability requirements of the Kaiser Permanente, Colorado Professional Employees Pension plan previously known as the Kaiser Permanente Salaried Retirement Plan.

If you are in agreement with this Letter of Understanding, please sign below:

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

STEWARD TIME FOR PARTNERSHIP ACTIVITIES

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to workload due to Partnership activities and Steward activities. The parties recognize the National Agreement, which sets forth a process for Planned Replacement and Budgeting to alleviate these issues; however, the process will not be adopted until 2007. Recognizing that workload issues currently exist and will continue until the National Process is implemented, the parties agree to the following temporary processes to alleviate these problems, effective October 1, 2005 until those conditions set forth in the National Agreement are implemented and the Regional Behavioral Health Steering Committee agrees that the following are no longer needed:

- A. The Employer understands the importance of union members participating in Partnership activities. In an effort to be flexible, the Employer agrees, as a pilot program, to allow the stewards and members of local steering committees to manage their schedules in a way that supports business needs, while still taking the necessary time to participate in Partnership activities and/or perform steward duties. This pilot will periodically be reviewed by the local Labor Management Partnership team and the institutional union.
- B. As part of the National Agreement, time will be allotted each month for steward education, training and development opportunities.
- C. The local Labor & Management teams will commit to plan, in advance, for known absences/vacancies.
- D. Labor and Management will conduct joint training for their respective work teams on the value of Partnership and steward involvement.
- E. The Employer shall provide ongoing best practice forums for the entire staff.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

TRAVEL TO STEWARD TRAINING AND DEVELOPMENT SESSIONS

LETTER OF UNDERSTANDING

This letter is entered into by and between Kaiser Foundation Health Plan of Colorado and Colorado Permanent Medical Group (the “Employer”), and United Food and commercial Workers, Local 7, chartered by U.F.C.W. Union, AFL-CIO, CLC (the “Union”).

In recognition of the expansion of the geographical region, number of clinics, medical office buildings, and other locations, where the Employer serves its members, Union employees are and likely will continue to be based out of areas not previously contemplated by the parties. Stewards and stewards-in-training will also likely originate from areas not previously contemplated. As such, the Employer will pay for time spent by stewards and stewards-in-training driving and transporting to and from Steward Training and Development sessions in the Denver-Metro area, where such drive or transport exceeds fifty (50) miles from the steward’s home clinic to the place in which the steward Training and Development session occurs. Drive time will be paid from the steward’s(s’) and steward-in training’s(s’) primary residence.

This letter applied to all of the Union’s bargaining units and will expire on the expiration date of the current Collective Bargaining Agreements.

(Signed by Robin Sadler on March 28, 2011 for Kaiser Permanente
and Nate Bernstein on April 21, 2011 for UFCW Local 7)

WORKLOAD DISTRIBUTION/REPLACEMENT PROCEDURE

Kim C. Cordova
U.F.C.W., Local 7
U.F.C.W. Building, Suite 400
7760 West 38th Avenue
Wheat Ridge, CO 80033

Dear Ms. Cordova:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Expedited Replacement Procedure, and is to run concurrently with the Agreement, effective October 1, 2010 through the expiration of the Agreement.

The Employer and the Union agree that it is important to address workload distribution and replacement issues as quickly as possible.

At the request of the Union, a Joint Labor Management Committee will be appointed to investigate workload distribution and replacement complaints and present their findings and recommendations at the meeting with the appropriate Department Director/Area Administrator. Said meeting will be scheduled within thirty days of the request, unless mutually agreed to otherwise. If the Department Director/Area Administrator cannot meet in that time frame, a comparable alternate will be designated. A written response should be made to the Committee within sixty days of the meeting.

Should the Union find the Department Director/Area Administrator's solution unacceptable, the issue may be advanced directly to an expedited arbitration procedure.

Said expedited arbitration procedure shall be conducted in accordance with the provisions of Article 23, Section 3 of the Collective Bargaining Agreement with the following exceptions:

The Parties agree to utilize their best efforts to schedule the arbitration within 60 days.

The Parties agree to attempt to develop a standing panel of arbitrators whose selection shall be determined with consideration given to the arbitrator's willingness to schedule a hearing and issue a decision on an expedited basis.

(Signed by Cardell Webster for Kaiser on 3/28/2011 and Kim C. Cordova for UFCW Local 7 on 3/29/2011)

Weingarten Rules

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

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

Rule II: After the employee makes the request, the employer must choose from among three options. The employer must either:

- A. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or
- B. Deny the request and end the interview immediately, or
- C. Give the employee a choice of:
 - 1. having the interview without representation or
 - 2. ending the interview.

Rule III: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

DO NOT GO SUSPENDED!!!

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON (termination, layoff, leave of absence, etc.) apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in SUSPENSION from the Union and a reinstatement fee will be charged. If you leave the industry, IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee(s). Withdrawal cards must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

WITHDRAWAL CARD REQUEST FORM

When your employment terminates, or if you are laid off, or on a Leave of Absence over 30 days, you should request a Withdrawal Card.

SS# _____

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Company _____ Store # _____

Job Class _____ Last Day Worked _____

DUES MUST BE PAID FOR THE MONTH IN WHICH YOU REQUEST A WITHDRAWAL CARD.