



**NATIONAL UNION OF
HEALTHCARE WORKERS**

1250 45th Street, Suite 200
Emeryville, CA 94608

510-834-2009 * 866-968-6849

www.nuhw.org

Kaiser Psych-Social Chapter

**Collective Bargaining Agreement
with**



KAISER PERMANENTE®

**KAISER FOUNDATION HOSPITALS
SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP**

October 1, 2024 – September 30, 2028

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

The following holding of the U.S. Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the employer that an employee, upon his/her/their request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his/her/their presence.

Weingarten Rules/Statement:

“I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

Rule 1: 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 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

This page is for informational purposes only and is not part of the collective bargaining agreement.

TABLE OF CONTENTS

100	ARTICLE <u>1</u> – RECOGNITION.....	1
200	ARTICLE <u>2</u> – PURPOSE.....	1
300	ARTICLE <u>3</u> – COURTEOUS AND RESPONSIBLE RELATIONSHIPS.....	1
400	ARTICLE <u>4</u> – NON-DISCRIMINATION.....	2
500	ARTICLE <u>5</u> – HEALTH & SAFETY COMPLIANCE.....	3
600	ARTICLE <u>6</u> – UNION MEMBERSHIP REQUIREMENT.....	3
700	ARTICLE <u>7</u> – DEDUCTION AND REMITTANCE OF UNION DUES AND FEES	3
800	ARTICLE <u>8</u> – DISTRIBUTION OF AGREEMENT AND NOTICE TO UNION OF NEW EMPLOYEES.....	4
900	ARTICLE <u>9</u> – UNION STAFF REPRESENTATIVES AND SHOP STEWARDS.....	5
1000	ARTICLE <u>10</u> – MANAGEMENT RIGHTS.....	7
1100	ARTICLE <u>11</u> – <u>RIGHT TO DETERMINE MODEL OF CARE AND OUTSIDE REFERRAL OF CASES</u>	7
1200	ARTICLE <u>12</u> – JOB POSTINGS.....	8
1300	ARTICLE <u>13</u> – TRANSFER POLICIES.....	9
1400	ARTICLE <u>14</u> – SENIORITY POLICIES.....	10
1500	ARTICLE <u>15</u> – COMPENSATION.....	11
1600	ARTICLE <u>16</u> – DIFFERENTIALS & REIMBURSEMENTS.....	14
1700	ARTICLE <u>17</u> – STATUS DEFINITIONS.....	<u>16</u>
1800	ARTICLE <u>18</u> – NEW EMPLOYEES.....	17
1900	ARTICLE <u>19</u> – PROFESSIONAL HOURS AND INDIVIDUAL SCHEDULE CHANGES.....	18
2000	ARTICLE <u>20</u> – REQUESTS FOR TEMPORARY REDUCTIONS/ALTERNATIVE SCHEDULE/JOB SHARING.....	20
2100	ARTICLE <u>21</u> – CHANGES IN HOURS OF OPERATION / EXPANDED CLINIC SCHEDULES.....	21
2200	ARTICLE <u>22</u> – REHIRE POLICY.....	22
2300	ARTICLE <u>23</u> – ACCESS TO PERSONNEL RECORD INFORMATION.....	23

2400	ARTICLE <u>24</u> – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION.....	23
2500	ARTICLE <u>25</u> – PERFORMANCE EVALUATIONS.....	24
2600	ARTICLE <u>26</u> – GRIEVANCE AND ARBITRATION PROCEDURE AND DISPUTES – WORK STOPPAGE.....	24
2700	ARTICLE <u>27</u> – CORRECTIVE ACTION PROCEDURE.....	28
2800	ARTICLE <u>28</u> – REDUCTION IN FORCE OR HOURS.....	31
2900	ARTICLE <u>29</u> – NEW TECHNOLOGY.....	33
3000	ARTICLE <u>30</u> – PATIENT MANAGEMENT TIME.....	34
3100	ARTICLE <u>31</u> – WORKLOAD DISTRIBUTION.....	34
3200	ARTICLE <u>32</u> – HEALTH AND WELFARE.....	34
3300	ARTICLE <u>33</u> – EARNED TIME OFF PROGRAM.....	43
3400	ARTICLE <u>34</u> – RETIREMENT PLANS.....	48
3500	ARTICLE <u>35</u> – RETIREE MEDICAL PROGRAM.....	54
3600	ARTICLE <u>36</u> – LEAVES OF ABSENCE.....	62
3700	ARTICLE <u>37</u> – EDUCATIONAL LEAVE.....	69
3800	ARTICLE <u>38</u> – JURY DUTY AND SUBPOENAS.....	71
3900	ARTICLE <u>39</u> – BEREAVEMENT LEAVE.....	71
4000	ARTICLE <u>40</u> – <u>REGIONAL PROFESSIONAL PRACTICE IMPROVEMENT COMMITTEE AND REGIONAL PROFESSIONAL PRACTICE STEERING COMMITTEES</u>	73
4100	ARTICLE <u>41</u> – CONFORMITY TO LAW.....	75
4200	ARTICLE <u>42</u> – GENERAL BENEFIT COVERAGE PROVISIONS.....	75
4300	ARTICLE <u>43</u> – DURATION OF AGREEMENT.....	76
	APPENDIX A – SCHEDULE OF RATES: WAGES.....	79
	APPENDIX B – INCENTIVE PLANS.....	91
	APPENDIX C – HEALTH PLAN CO-PAYS.....	101
	APPENDIX D – SIDE LETTER REGARDING PAY FOR BARGAINING COMMITTEE....	102
	APPENDIX <u>E</u> – STUDENT LOAN REPYMENT PROGRAM.....	103
	APPENDIX <u>F</u> – SIDE LETTER: ASSOCIATES.....	104

APPENDIX G – GRIEVANCE ARBITRABILITY..... 105
APPENDIX H – PER DIEM WORK COMMITMENT..... 106
APPENDIX I – NEGOTIATIONS OF SUCCESSOR CONTRACT..... 107
APPENDIX J – NON-DISPARAGEMENT OF OTHER PARTY..... 108
APPENDIX K – PRECEPTORS..... 109

100 **ARTICLE 1 – RECOGNITION**

101 **Section 1 – Recognition**

102 The Employer recognizes the National Union of Healthcare Workers (hereinafter referred to as “the Union”) as the exclusive bargaining agent for covered employees, pursuant to National Labor Relations Board Certification #21-RC-21118, with respect to the terms and conditions of employment set forth herein.

103 **Section 2 – Unit Clarifications, Accretions, and/or Agreements**

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

105 **Section 3 – New Classifications**

106 If the Employer establishes a new classification within the scope of work performed by any classification identified in this Agreement, the Employer will establish the rate and advise the Union accordingly.

107 In the event the Union is not in agreement with the established classification or rate, the Union may use the grievance procedure in objecting.

108 If no grievance is filed within the time limits set forth in Article 26, the rate established by the Employer shall be considered approved by mutual agreement of the parties.

200 **ARTICLE 2 – PURPOSE**

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

300 **ARTICLE 3 – COURTEOUS AND RESPONSIBLE RELATIONSHIPS**

301 The Union and the Employer, including all Kaiser Permanente managers, supervisors, physicians, employees, and Union staff, agree:

302 **Section 1 – Treatment of One Another**

303 That ethical and fair treatment of one another is an integral part of providing high quality patient care.

304 **Section 2 – Regardless of Profession**

305 To treat one another, regardless of position or profession, with dignity, respect, and trust, and recognize and appreciate the individual contribution each makes in his/her/their daily work.

306 **Section 3 – Ensuring Courtesy**

307 To exhibit a personal, caring attitude toward each person with which one interacts and to do so in ways that ensures courtesy, compassion, kindness and honesty.

308 **Section 4 – Communication and Input**

309 To treat one another in the ways one wants to be treated him/her/themselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provision of opportunities for input into decisions when they impact people directly.

310 **Section 5 – Accountability of the Union and the Employer**

311 The Union and the Employer shall be responsible for improving communications among all levels of the organization and shall be accountable for modeling and implementing the commitments of this Article.

400 **ARTICLE 4 – NON-DISCRIMINATION**

401 **Section 1 – Discrimination Defined**

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

403 **Section 2 – Reasonable Accommodations**

404 The Employer will make reasonable accommodations for the known physical or mental limitations of otherwise qualified employees with disability unless undue hardship would result. Any employee who requires an accommodation to perform the essential functions of his/her/their job should contact the Department Administrator and request such an accommodation.

405 After such request, the Employer will schedule a meeting to engage in an interactive process with the employee. If desired by the employee, a union representative will participate in this meeting.

406 During the interactive process, the individual with the disability should participate in the process by providing documentation of their work restrictions from their health care provider, engaging in good faith with the Employer, providing reasonable clarification as needed, and actively participating in the job search process if unable to return to their former position, with or without a reasonable accommodation. All other factors being equal, if the employee requests an accommodation that is reasonable, enables the employee to perform the essential functions of the job and will not impose an undue hardship, the Employer will make the accommodation.

500 **ARTICLE 5 – HEALTH & SAFETY COMPLIANCE**

501 The Employer will comply with applicable Federal and California laws and regulations relating to Occupational Safety and Health and violence prevention. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to the Department Administrator.

600 **ARTICLE 6 – UNION MEMBERSHIP REQUIREMENT**

601 **Section 1 – Union Membership**

602 It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of the members.

603 **Section 2 – Failure to Maintain Membership**

604 Employees who are required hereunder to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required of members, and who fail to do so shall upon notice of such fact in writing from the Union to the Employer be discharged.

700 **ARTICLE 7 – DEDUCTION AND REMITTANCE OF UNION DUES AND FEES**

701 **Section 1 – Dues Authorization**

702 The Employer will honor written assignment of wages to the Union for the payment of Union dues and fees, uniformly required, when such assignments are authorized by a signed dues deduction form.

703 **Section 2 – Remittance of Dues**

704 The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with a list on hard copy and a disk or electronically (on compatible format) supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

705 **Section 3 – COPE Check Off**

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

707 **Section 4 – Employer Indemnification**

708 The Union shall indemnify the Employer and hold it harmless against all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certification which shall have been furnished to the Employer under any such provisions.

800 **ARTICLE 8 – DISTRIBUTION OF AGREEMENT AND NOTICE TO UNION OF NEW EMPLOYEES**

801 **Section 1 – Copy of the Agreement**

802 At the time of employment, each new employee will be advised that a copy of this Agreement is accessible on the Employer’s MyHR website, the Union’s NUHW.org website, and if requested, will be given a copy by his/her/their Union representative.

803 **Section 2 – Master List of All Employees**

804 Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving for each the names, classifications, KP Service Area, location, department, shift, dates of employment, rate of pay, home address and preferred phone number.

805 **Section 3 – New Employees, Resignations and Terminations**

806 On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Employer will forward to Union the names, classifications, KP Service Area, location, department, shift, dates of employment, rates of pay, home address, and preferred phone number of new employees and the names of those employees who have resigned or who have been terminated.

900 **ARTICLE 9 – UNION STAFF REPRESENTATIVES AND SHOP**
STEWARDS

901 **Section 1 – Access of Union Staff Representatives**

902 A. Access at any Operational Time

903 A duly authorized Union Staff Representative shall have access to a facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following up on inquiries and concerns of bargaining unit employees. As a courtesy, the Union Staff Representative will notify the appropriate manager of the facility or designee of his/her/their presence.

904 B. Additional Right of Access

905 It is understood by the parties that Union Staff Representatives have legal obligations as employee representatives and, as such, have access rights beyond those of the public and other non-employees.

906 C. Obligations of Union Staff Representatives

907 Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.

908 D. Union Representative Badge

909 When entering any of the Employer’s facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.

910 E. Conferring with Employees

911 Union Staff Representatives may confer with an employee and/or his/her/their supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee, but such conference should not interfere with the work of the employee or the delivery of patient care.

912 **Section 2 – Union Shop Stewards**

913 A. Notices of Names of Authorized Stewards

914 Periodically, the Union will notify the Employer in writing of the names of duly authorized Union Stewards.

915 B. No Discrimination

916 The Employer agrees that there will be no discrimination against a Steward because of Union activity.

917 C. Leaving Work Area to Conduct Union Business

918 Stewards will obtain permission from their immediate supervisor before leaving their work to conduct Union business. Stewards shall not lose pay because of their participation in activities related to grievances, investigations or disciplinary meetings.

919 D. Steward Training Days

920 Up to forty-eight (48) Stewards shall have a maximum of six (6) days per year for training and development. Stewards who attend these meetings on a regularly scheduled day to work shall be paid for the number of hours the employee would have received had he/she/they worked.

921 **Section 3 – Bulletin Board**

922 The Employer will provide adequate space at each facility for posting Union communications where NUHW-represented employees work. In the event the Union requests a glass enclosed, locked bulletin board in a central location in each Medical Center, such shall be provided for the Union's use.

923 **Section 4 – Volunteers and Special Programs**

924 A. Role of Volunteers

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

926 B. Volunteer Programs Not Used to Displace Employees

927 The Employer agrees that programs such as volunteer programs and summer youth programs shall not be utilized to displace bargaining unit employees or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce their hours of work.

928 C. Notification to Union of Volunteer Programs

929 The Employer shall notify the Union upon commencement of volunteer programs and summer youth programs of the number of participants, their classification, work location, hours of work per week, and the duration of the program.

1000 **ARTICLE 10 – MANAGEMENT RIGHTS**

1001 The Union recognizes that the Employer has the duty and right to manage its facilities and clinical programs and to direct the working forces. This includes, for example the right to hire, transfer, promote, demote, layoff, discipline and discharge employees subject to the terms of this Agreement and the grievance procedure.

1100 **ARTICLE 11 – RIGHT TO DETERMINE MODEL OF CARE AND OUTSIDE REFERRAL OF CASES**

1101 In order to meet the needs of patients, the employer may, in its sole discretion:

1102 1. Determine or modify the behavioral health operating and clinical models of care, inclusive of the right to determine and maintain an external provider network sufficient to ensure legal and regulatory compliance and to meet the current and future needs and expectations of patients; and

1103 2. Refer patients to outside providers when, within its judgment: (A) appointments are not available within time frames required by law and regulatory standards; or (B) doing so will improve member access, continuity of care, improve patient care, or meet member expectations about their care.

1104 Should the use of outside providers result in the elimination of bargaining unit positions, Article 28, Reductions in Force or Hours, Sections 2803-2817, shall apply. In addition:

1105 1) The Employer will give the Union and affected employees 60 days of advance notice of layoffs.

1106 2) During the advance notice period, affected employees will have preferential treatment over outside applicants to apply for open bargaining unit positions within their licensure for which they do not meet the minimum qualifications or experience requirements for the position. Such affected employees will be trained to perform the work and the experience requirement will be waived if training is reasonably possible and is completed successfully within a reasonable time period. The Manager shall have discretion to judge in good faith whether an Employee is sufficiently trained to perform the work without supervision within a reasonable time period or otherwise qualified for a position, and to choose among preferred applicants. The Manager's decision may be appealed to the Manager's manager. The decision of the Manager's manager shall be final and binding on the parties, and shall not be subject to the grievance and arbitration procedures set forth in Article 26, Sections 2601-2634, 2638-39. Sections 2635 -2637 shall remain in effect.

- 1107 3) Affected employees selected for layoff who otherwise are not employed by the Employer on a continuous basis will be offered severance of three (3) months' continuation of pay and health and welfare benefits conditioned upon execution of a separation agreement drafted by the Employer that will include cooperation and fulfillment of ethical standards in the transition of patients, a release of all claims to the extent allowed by law, and a mutual non-disparagement commitment.
- 1108 4) On an annual basis, the Employer will meet with a representative group of up to eight (8) bargaining unit employees selected by the Union to share information and solicit input on the Employer's model of care covered by this Article.

1200 **ARTICLE 12 – JOB POSTINGS**

1201 **Section 1 – Posting of Positions**

1202 To expedite the administration of this Article, regular and Per Diem position vacancies shall be posted in all of the facilities with covered employees for seven (7) calendar days. Position postings shall indicate qualifications, classification, shift, department and work locations of the position.

1203 **Section 2 – Temporary Positions**

1204 Temporary positions may be posted if operationally advantageous.

1205 **Section 3 – Filling Vacancies**

1206 In order for an employee to be considered for a position vacancy, he/she/they must submit a transfer request in accordance with this Article.

1207 In the event two (2) or more qualified employees who possess the experience and skill defined in the posted requirements apply for a vacancy, selection shall be determined by seniority within the region and demonstrated job performance, and shall be applied as follows:

- a. Regular Employees
- b. Per Diem Employees

1208 **Section 4 – Per Diem Change in Status**

1209 For all purposes, Per Diem employees may exercise seniority only with other Per Diem employees.

1210 Full-time and Part-time employees who transfer to a Per Diem position are subject to the following Earned Time Off/Extended Sick Leave adjustments:

- Employees will be paid off in full for their ETO at their rate of pay immediately prior to their change in status.
- Upon a Per Diem's return to a regular Full-time or Part-time position, he/she/they shall have his/her/their previously accrued ESL restored.

1300 **ARTICLE 13 – TRANSFER POLICIES**

1301 **Section 1 – Transfers, Internal Applicants—Filling of Vacancies**

1302 In filling any vacancy covered by this Agreement, all qualified transfer applicants with no active Corrective Action Level 3 or above shall be preferred over other applicants, provided they apply within the posting period. Employees may submit a completed Transfer Request in advance that shall remain active for a period of six (6) months from the date of receipt. Employees shall be limited to one transfer every twelve (12) months. Exceptions to the one transfer limit every twelve (12) months may occur, upon mutual agreement between the Employer, employee and the Union.

1303 **Section 2 – Evaluation Period, Transfer without Change in Classification**

1304 A. Sixty (60) Day Evaluation Period.

1305 An employee who transfers into a Bargaining Unit vacancy that does not result in a change in classification shall serve an evaluation period of up to sixty (60) days. Written evaluations shall be provided to the transferring employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the employee, and the Union. Transferring employees shall be provided appropriate mentoring and guidance. Any employee who, in the Employer's reasonable judgment, does not meet performance expectations will be returned to her/his/their former classification, work assignment and work location.

1306 B. Right of Return to Former Work assignment and Work Location.

1307 The transferring employee, without change in classification, shall have the option to return to her/his/their former work assignment and work location within thirty (30) days.

1308 **Section 3 – Evaluation Period, Transfer with Change in Classification**

1309 A. Sixty (60) Day Evaluation Period.

1310 An employee who transfers into a Bargaining Unit vacancy that results in a change in classification shall serve an evaluation period of up to sixty (60) days. Written evaluations shall be provided to the transferring employee within thirty (30) days, and at the end of the transfer evaluation period. The evaluation period may be extended only by mutual agreement between the Employer, the employee, and the Union. Transferring employees

shall be provided mentoring and guidance. Any employee who, in the Employer's reasonable judgment, does not meet performance expectations will be returned to her/his/their former classification, work assignment and work location.

1311 B. Right of Return to Former Classification, Work Assignment and Work Location.

1312 The transferring employee, with change in classification, shall have the option to return to his/her/their former classification, work assignment and work location within thirty (30) days.

1313 **Section 4 – Transfer Policies, Change of Status**

1314 In order for an employee to change her/his/their job status (i.e., Full-time, Part-time, Per Diem), she/he/they must submit a transfer request and be selected for a posted position vacancy in accordance with the provisions of this Article 13 – Transfer Policies and Article 12 – Job Postings.

1315 **Section 5 – Involuntary Transfers**

1316 In the event it becomes necessary for the Employer to direct the transfer of an employee from one location to another location, within an Area, the employee having the least seniority, holding that status who possesses the required qualifications of the vacancy to be filled, shall be transferred, provided the more senior employees qualified to perform the work decline the assignment and provided that the employee has completed his/her/their probationary period.

1317 **Section 6 – Release of Successful Bidders**

1318 The Employer will in good faith and subject to efficient operations use reasonable efforts to release successful bidders to their new jobs within thirty (30) calendar days.

1400 **ARTICLE 14 – SENIORITY POLICIES**

1401 **Section 1 – Definition of Seniority**

1402 Seniority shall be defined as the most recent date of hire of an employee in the bargaining unit.

1403 In the event two (2) or more employees have identical seniority, the employee with the lowest employee number will be considered the most senior.

1404 **Section 2 – Return from Separation**

1405 When an employee leaves employment covered under this bargaining agreement, his/her/their accrued seniority shall be frozen. If the employee returns into a classification

covered under this agreement within two (2) years, he/she/they shall resume seniority from the amount of time accrued at the time of the previous separation.

1406 **Section 3 – Seniority, Office Space**

1407 In the event two (2) or more employees within a work location bid for more preferable vacant office space, the employee having the most seniority shall be granted the vacant office space subject to efficiency of operations.

1408 In instances where the Employer requires employees within a work location who work a hybrid schedule (some days remote, some days on site) to share the same office on different days of the week, employees will be given, whenever practical, preference by seniority on the choice of both office space and coworker with whom they will share the office space.

1500 **ARTICLE 15 – COMPENSATION**

1501 **Section 1 – Salaries, Ratification Bonus and Step Increases**

1502 A. Wage increases included in Appendix “A:”

- Effective prospectively as of the ratification date of the agreement there will be an across-the-board increase of Five and a Half percent (5.5%). (Payable to the first full pay period following ratification; may take approximately 90 days to implement).
- Effective October 2025 there will be an across-the-board increase of Five and a Half percent (5.5%).
- Effective October 2026, there will be an across-the-board increase of Five percent (5%).
- Effective October 2027 there will be an across-the-board increase of Four percent (4%).

ATBs for October 2025, 2026, 2027 will be effective on the first day of the pay period after October 1 in each year of the agreement.

1503 B. Ratification Bonus

1504 Ratification Bonus: \$2,500 for full-time employees; prorated for part-time and per diem employees.

1505 **Earnings to include:** Compensated hours includes regular hours worked, overtime, vacation, sick and training time (includes extra shifts and shift premiums). It excludes bonuses and benefits.

1506 **Payment:** Subject to applicable state/federal withholdings

1507 C. Tenure Step Progression

1508 Full-time and Part-time employees shall progress within the Wage Structure (Appendix “A”) on the anniversary of the most recent hire date into the bargaining unit. Employees hired beyond the Start Rate will progress from the most recent date of hire into the bargaining unit based upon their tenure (i.e., an employee hired at the Three [3] Year Step will advance to the Four [4] Year Step after one [1] year of employment). Step progression for Per Diem employees on the Per Diem Wage Structure (Appendix “A”) will be based on tenure (one [1] year of service equates to 2,000 hours).

1509 **Section 2 – Advanced Hire Criteria and Schedule**

1510 New employees in any classification with previous experience may be hired beyond the minimum salary as outlined below. In order to be hired at the 4th or 5th year rates (Steps 5 or 6), an employee must be hired into a classification requiring an LMFT or LCSW. At least half of his/her/their experience must be licensed experience as an LCSW or LMFT and the approval of Labor Relations is required.

Experience	Hire Rate
0 to 24 Months	Start/Step 1
25 to 42 Months	1 Year/Step 2
43 to 60 months	2 Years/Step 3
61 to 90 months	3 Years/Step 4
91 to 121 months	4 Years/Step 5
121 months+	5 Years/Step 6

1511 **Section 3 – Pay Rate Upon Transfer**

1512 Employees who qualify for and are accepted into a different classification shall be placed on the same step in the new classification. The next tenure step progression will be based on the date of transfer or date of classification change.

1513 **Section 4 – Licensure Promotion**

1514 Employees (excluding RN & Psychologist classifications) who become licensed at the Masters level will receive an automatic promotion to a licensed classification, effective one hundred and twenty (120) days after licensure and successful completion of employees credentialing application or upon completion of credentialing, whichever occurs sooner.

1515 Employees who become licensed shall be placed on the same step in the new classification. The next tenure step progression will be based on the date of promotion.

1516 **Section 5 – Standby Pay**

1517 An employee will be considered on standby whenever that employee is expected to be available, if necessary, to go to work during specified hours. This expectation may arise in different circumstances including:

- The employee is to be available for work because of another employee's absence;
- The employee is to be available for work because of an increase in patients; or,
- The employee is to be available to handle a patient emergency.

1518 The Employer may require an employee on standby status to carry a beeper or to be reachable at a specified phone number in order that the employee may be contacted when it is necessary for the employee to return to work. A differential of twelve dollars (\$12.00) per hour, in lieu of hourly wages, shall be paid for all hours an employee is required to be on standby.

1519 Each hour paid during the standby shift will be paid as either standby pay or regular pay, but not both.

1520 For Areas other than San Diego, Per Diem employees on assigned standby status will be paid at their base rate minus the twenty percent (20%) compensation differential.

1521 **Section 6 – Beeper Pay**

1522 For Areas other than San Diego, an employee required to carry a beeper, who is not on standby status, is expected to be available to respond to inquiries over the telephone, but is not expected to physically return to work. A differential of twenty-five dollars (\$25.00) per shift in lieu of hourly wages shall be paid whenever an employee is required to carry a beeper under this Article.

1523 **Section 7 – Effective Date of Tenure Step and Across-the-Board Increases**

1524 Tenure step increases and across-the-board increases shall become effective at the beginning of the first (1st) full payroll period nearest the employee's date of eligibility for such increase.

1525 **Section 8 – Termination Pay**

1526 When an employee is voluntarily or involuntarily separated from employment, the employee will be paid all monies owed pursuant to this Agreement and State or Federal laws.

1527 **Section 9 – Payday and Pay Checks**

1528 Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.

1529 Employees upon written request may direct automatic deposit of their paychecks to a bank or saving institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing automatic deposit shall receive a check stub or equivalent information each pay period indicating all payments made.

1530 Paycheck shortages shall be paid no later than the next business day upon request of the employee; otherwise, paycheck shortages shall be paid on the next pay period or per applicable law.

1531 **Section 10 – Employer Incentive Plans**

1532 Full-time, Part-time, and Per Diem employees will participate in the Employer’s Incentive Plans (Appendix “B”) that provide for a maximum award of up to \$5,000 in the first (1st) quarter of each of the years 2026, 2027, 2028 and 2029 per Full Time participant, when all targets set forth in the plans are achieved.

1533 Performance Goals: Psychiatry, Addiction Medicine, Medical Social Work, and Care at Home.

1534 The Parties agree to the performance goals for Psychiatry, Addiction Medicine, Medical Social Work, and Care at Home. (see Appendix B)

1600 **ARTICLE 16 – DIFFERENTIALS & REIMBURSEMENTS**

1601 **Section 1 – Per Diem Differential**

1602 Per Diem employees will receive a twenty percent (20%) differential above the current Wage Structure (Appendix “A”).

1603 **Section 2 – Bilingual Differential**

1604 Employees who have a demonstrated ability in a second language and are routinely required by the Employer to deliver direct patient care in a second language shall receive a bilingual differential in the amount of one dollar and fifty cents (\$1.50) per hour for all hours worked. The bilingual differential will be paid on hours worked only.

1605 **Section 3 – Shift Differential**

1606 A. Shift Differential for Time Worked Only.

1607 A shift differential will be paid for time worked only.

1608 Evening Shift Eligible Hours. An employee will receive an evening shift differential for all hours worked between 6:00 p.m. and 12:00 a.m.

- 1609 Night Shift Eligible Hours. An employee will receive a night shift differential for all hours worked between 12 a.m. and 6:00 a.m.
- 1610 B. Eligibility for Shift Differential for Entire Evening or Night Shift.
- 1611 To be eligible for evening and/or night shift differential for the entire shift, an employee's starting time must fall between the following hours:
- 1612 Evening Shift: Shifts beginning at 2:00p.m., up to and including 6:00 p.m.
- 1613 Night Shift: Shifts beginning at 10:00p.m., up to and including 2:00 a.m.
- 1614 If the employee's evening shift goes beyond 12 a.m., the employee will be paid the night shift differential for all hours after 12 a.m.
- 1615 Evening Shift Differential. An evening shift differential will be paid at two dollars and seventy-five cents (\$2.75) per hour.
- 1616 Night Shift Differential. A night shift differential will be paid at four dollars and fifty cents (\$4.50) per hour.
- 1617 **Section 4 – Weekend Differential**
- 1618 A Weekend differential of two dollars and forty-three cents (\$2.43) per hour will be paid for hours worked between 6:00 a.m. Saturday through 6:00 p.m. Sunday, except that the Weekend differential will not be paid for hours where evening or night shift differential is paid.
- 1619 **Section 5 – Mileage**
- 1620 Employees required to use their personal automobile for Employer business will be reimbursed according to the Employer's current policy on mileage reimbursement.
- 1621 **Section 6 – Cell Phone and Internet Reimbursement**
- 1622 Employees required to use their personal cell phone and/or home internet for Employer business will be reimbursed according to the Employer's current policy on cell phone and internet reimbursement.
- 1623 **Section 7 - Preceptor Pay**
- 1624 A preceptor differential in the amount of one dollar and fifty cents (\$1.50) per hour will be paid to those who precept newly hired employees.

1700 **ARTICLE 17 – STATUS DEFINITIONS**

1701 **Section 1 – Regular Full-Time Employees**

1702 A regular Full-time employee is one who normally is scheduled to work forty (40) hours within a workweek.

1703 **Section 2 – Regular Part-Time Employees**

1704 A regular Part-time employee is one who works less than the regularly scheduled workweek for his/her/their department on a predetermined basis.

1705 **Section 3 – Additional Hours**

1706 Additional intermittent work hours shall be offered first to qualified Full-time and Part-time employees by seniority and then to Per Diem employees by seniority. In the event it becomes necessary, for efficiency of operations, for the Employer to increase hours of Part-time employee(s), the least senior employee(s), who is qualified to perform the additional work, will be assigned the additional hours, should more senior qualified employees decline the additional hours.

1707 **Section 4 – Benefits**

1708 Benefit levels will be based on scheduled hours for which the employee was hired and will not fluctuate in level if the employee works additional or fewer hours, except as described below.

1709 **Section 5 – Changes in Part-Time Hours Designation**

1710 A. Part-time Employees Working More Hours.

1711 In the event a Part-time employee consistently works increased hours over a period of thirteen (13) consecutive pay periods, the employee’s hourly workweek designation will be changed to reflect the average of the actual hours worked. However, if the increase in hours is due to nonrecurring circumstances (such as, but not limited to, Part-time employees filling in for other employees on Earned Time Off, Medical Leaves of Absence, and/or concurrent employee absences of various duration), the status of such employees shall not be changed.

1712 B. Part-time Employees Working Fewer Hours

1713 Employees, who work fewer hours than their current workweek designation for a period of thirteen (13) consecutive pay periods, may have their workweek designation changed to reflect a reduced hourly workweek designation. An approved “temporary reduction to part-time status” as described in Article 20 Section 2 shall not be applied toward a reduction in the hourly workweek designation.

1714 **Section 6 – Per Diem Employees**

1715 A Per Diem employee is one who works as a replacement for a Full-time or Part-time employee or on an intermittent basis.

1716 Per Diem employees are considered nonexempt and are paid on an hourly basis. They will be paid one and one-half times (1 1/2) their regular rate for hours worked in excess of forty (40) in a workweek. They will not be entitled to any other overtime premium. The workweek is from Sunday 12:01 a.m. to Sunday 12:00 a.m.

1717 **Section 7 – Temporary Employees**

1718 A temporary employee is one who is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed three (3) months. However, in those instances where the need exceeds three (3) months or where a temporary employee is hired to replace an employee who is on medical leave that goes beyond three (3) months, the Employer may request approval from the Union to retain the employee on temporary status and the Union will not unreasonably deny the request. Temporary employees will be paid at the base wage rate for the classification into which they were hired.

1719 Temporary employees are not eligible for seniority accrual, paid time off or any insured benefits.

1800 **ARTICLE 18 – NEW EMPLOYEES**

1801 **Section 1 – Probationary Period, New Employee**

1802 A. Employees Regularly Scheduled Twenty (20) Hours or More Per Week

1803 The probationary period for employees regularly scheduled for twenty (20) hours or more per week shall be one hundred eighty (180) calendar days.

1804 B. Employees Regularly Scheduled Fewer than Twenty (20) Hours Per Week

1805 The probationary period for employees who work fewer than twenty (20) hours per week shall be six hundred (600) hours or one hundred eighty (180) calendar days, whichever occurs later, but not to exceed one (1) year.

1806 C. Only One (1) Probationary Period

1807 In no case shall an employee be required to serve more than one (1) probationary period.

1808 D. Extensions of the Probationary Period

1809 1. Mutual Agreement

1810 The probationary period may be extended up to a maximum of two months only by mutual agreement between the Employer, the employee and the Union. Before an employee's probationary period is extended, the Employer will provide the employee and the Union with clear and specific objectives for area(s) of improvement.

1811 2. During Leave

1812 If an employee is on leave at any time during the probationary period, time spent on leave will not count towards fulfilling the probationary period.

1813 E. Evaluation during Probationary Period

1814 Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of ninety (90) calendar days.

1815 F. Discharge during Probationary Period

1816 During the probationary period, employees may be discharged without recourse to the grievance procedure.

1817 **Section 2 – New Employee Orientation / New Hire**

1818 The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet with new bargaining unit members for up to sixty (60) minutes during the New Employee Orientation period. The Employer will provide the Union Representative with New Employee Orientation schedules and updates as they occur. Such time will be scheduled within the New Employee Orientation agenda. It is further understood that, should the Union designate a Union Steward to meet with new employees, the Steward's time will be paid and the Steward will be released from work for the time needed to meet with employees.

1900 **ARTICLE 19 – PROFESSIONAL HOURS AND INDIVIDUAL SCHEDULE CHANGES**

1901 **Section 1 – Professional Hours**

1902 A. Recognition of Professional Nature of Work

1903 The Employer and the Union recognize the professional nature of the work performed by the employees covered by this Agreement. While each Full-time employee will be scheduled to work forty (40) hours per week, the actual daily and weekly work schedule

may vary, due to time requirements of specific assignments and seasonal variations in workload. The Employer will exercise its efforts, in good faith, subject to the requirements of efficient operations, to schedule employees for a normal workweek of forty (40) hours followed by two (2) consecutive days of rest.

1904 B. Employee Responsibility

1905 While employees may benefit from the flexibility of professional hours, they also bear a responsibility both to their clinical caseload and to their department/clinic, and they are expected to work the number of hours regularly scheduled in a week.

1906 C. Work beyond Scheduled Hours to Complete Professional Tasks

1907 Where conditions require that employees work beyond their scheduled hours to complete professional tasks related to their caseloads, they will not receive additional compensation. Similarly, it is understood that partial day absences will not result in reduced compensation, except in the case of an FMLA leave.

1908 **Section 2 – Work Schedule Notification at Time of Hire**

1909 An employee shall be informed at his/her/their time of hire as to his/her/their work schedule. It is understood that such schedule is subject to change in the interest of efficient operations.

1910 In addition, employees may submit written requests for non-standard schedules. Mutual agreement is required for implementation.

1911 **Section 3 – Schedule Changes**

1912 When an employee's regular schedule or starting time is changed, the employee shall be advised as far in advance as possible. In such instances, and where feasible, seniority and employee preferences will be considered.

1913 If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal department operating schedule, the employee shall be advised as far in advance as possible. The Employer shall notify the Union and, upon such request, shall meet and confer with the Union to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned employees. However, it is understood that the right to establish such rests with the Employer.

1914 **Section 4 – Notice of Intended Absence**

1915 Employees who are required to be absent from work for any reason will provide their immediate supervisor or designated representative with reasonable written notice of such intended absence.

2000 **ARTICLE 20 – REQUESTS FOR TEMPORARY REDUCTIONS JOB SHARING / FLEXIBLE WORK SCHEDULES**

2001 **Section 1 – Temporary Reduction to Part-time Status for Emergent Personal Reasons**

2002 Employee requests for Part-time status for a temporary period of time not to exceed three (3) calendar months may be considered for emergent personal reasons (e.g., parenting, family illness).

2003 Under unusual circumstances, an employee may request a one (1) time three (3) month extension.

2004 Requests for temporary Part-time status for emergent personal reasons should be submitted to the appropriate manager and are subject to approval by the Employer. The reduction of hours may not unduly disrupt the operations of the department.

2005 **Section 2 – Temporary Reduction in Hours**

2006 If an employee, for any reason, wants to reduce hours for a temporary period of time not to exceed six (6) months, she/he/they may request a change provided the following conditions are met:

- Services must be covered (e.g., groups, adult, individual).
- The employee finds a qualified Full-time/Part-time co-worker(s) to fill the hours needed.
- The co-worker(s) must be from the same department/ location unless approved by Management. No mileage or travel time will be granted.
- The co-worker(s) must have comparable skills and the Employer may require they be from the same classification.
- No employee may be scheduled for fewer than twenty (20) hours per week.
- No one (1) employee can be scheduled for more than forty-four (44) hours. A maximum of forty-eight (48) hours may be approved by the Employer under special circumstances.
- Straight time pay will apply for all hours over forty (40) per week.
- Productivity remains acceptable.
- Both employees will have their status and benefits changed to reflect the change in scheduled hours.
- If the employee working extra hours chooses to discontinue, the other employee must return to Full-time status unless another substitute employee is found to work such hours.
- This temporary six (6) month period may be renewable in six (6) month blocks with supervisory approval.

2007 Requests for a temporary reduction in hours should be submitted to the appropriate manager and are subject to approval by the Employer. All requests must be congruent with business needs, i.e., quality of care, quality of service, and value.

2008 **Section 3 – Job Sharing**

2009 The Employer supports a job share program. Coverage for the job share pair is provided by each job share pair of individuals for scheduled time off. If one (1) employee terminates, the other will return to Full-time. If either wants to discontinue the job share, the employee requesting the change must bid into another vacant position and the other employee will have the option of returning to Full-time or bidding on another vacant position.

2010 Requests for job sharing should be submitted to the appropriate manager and are subject to approval by the Employer. All requests must be congruent with business needs, i.e., quality of care, quality of service, and value. Job share participants will be required to sign a Job Share Agreement that sets forth the terms and conditions for job sharing, including benefits coverage. Either the Employer or Job Share participants may elect to terminate the Job Share Agreement by providing a minimum of thirty (30) days written notice.

2011 **Section 4 – Flexible Work Schedules**

2012 Requests for flexible work schedules, including hybrid schedules, shall not be unreasonably denied.

2100 **ARTICLE 21 – CHANGES IN HOURS OF OPERATION / EXPANDED CLINIC SCHEDULES**

2101 Procedure Intended as a Model

2102 The following procedure is intended as a model of the Employer’s general commitment to empowering employees and encouraging staff to work together in order to meet the needs of the department and the membership it services.

2103 Meeting Regarding Change in Hours

2104 When the Employer identifies a need to change hours of operation or expand clinic schedules, the Department Managers will meet with Union Representatives and the Human Resources Leader (or designee) to discuss the reasons for the changes.

2105 Implementation Procedure

2106 To implement these changes, the procedures listed below will be followed:

- The Employer will meet with Union/Staff to define operational requirements for a schedule (what services, meetings, operational needs must be met).

- Union/Staff are encouraged to bring any questions or issues needing clarification to the Employer during the period schedules are being developed by the staff.
- The Employer and the Union may consider other alternatives, such as exempting employees hired before a certain date from requirements to change schedules, offering additional “deviated schedules” as incentives for volunteers, equitable rotation of weekend hours, etc.
- The Union/Staff will solicit staff preferences and formulate a tentative schedule. The Employer will review the proposed schedule to determine if its requirements were met.
- If the Union/Staff informs the Employer that it cannot reach agreement on a new schedule, then Union and Employer will explore the possibility of staffing unfilled hours with volunteers, and/or hiring of additional staff, and/or increasing hours of existing Part-time staff (budget permitting).
- If volunteers are insufficient to cover clinic needs and there is insufficient budget to hire new staff or increase Part-time hours, then the Employer will establish a master schedule in consultation with the Union. Employees will select schedules by seniority.

2200 **ARTICLE 22 – REHIRE POLICY**

2201 **Section 1 – Rehire Policy**

2202 **Rehire Within Two (2) Years of Termination.**

2203 Pursuant to the Employer’s policy, Full-time or Part-time employees with six (6) months of service who are eligible for rehire and are rehired within two (2) years of their termination date, will retain previous service for benefit and Earned Time Off Program accruals and wage placement, despite the break-in-service. Pension and tax deferred retirement savings plans will be bridged in accordance with the retirement plan documents.

2204 Unused Extended Sick Leave hours accrued at the time of termination will be restored to the employee unless the unused ESL was converted to pension Credited Service.

2205 For all other purposes, the employee will be considered as a new hire.

2206 Rehires will be administered in accordance with the Employer’s guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

2207 **Section 2 – Leave Accrual Date**

2208 The Leave Accrual Date tracks an employee’s length of service to determine the appropriate accrual level for the Earned Time Off Program. The Leave Accrual Date is adjusted for breaks-in-service in accordance with the Rehire policy and guidelines. The Leave Accrual Date is also adjusted for leaves of absence that exceed sixty (60) days, excluding Occupational Leaves. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the Leave Accrual date.

2300 **ARTICLE 23 – ACCESS TO PERSONNEL RECORD INFORMATION**

2301 **Section 1 – Inspection of Personnel File**

2302 An employee shall be entitled at a mutually convenient time to inspect documents, reports and other written materials in her/his/their official personnel file (both in Human Resources and in the Department) relating to the employment and performance of the employee. When inspecting the material the employee may, at the employee's request, be accompanied by a Union representative. Upon request, an employee may receive copies of materials normally provided to the employee (e.g., notices of disciplinary action, performance evaluations).

2303 **Section 2 – Procedures Regarding Material in Personnel File**

2304 A copy of any material relating to the performance and/or discipline of an employee shall be provided to the employee prior to being placed in his/her/their official personnel file. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that the employee's signature merely signifies that the employee has read the material and does not necessarily indicate agreement with its contents. An employee shall have the right to answer any material filed, and this answer shall be attached to the file copy. An employee may grieve the placement of disciplinary material in his/her/their file.

2305 **Section 3 – Removal of Material from Personnel File**

2306 A. Upon Mutual Agreement

2307 Material will be removed or otherwise deleted from an employee's file if the Employer and the employee agree that such material is incorrect or if such material is determined incorrect as a result of the grievance procedure.

2308 B. Removal After one (1) Year

2309 Any materials relating to discipline, for which there has been no recurrence for one (1) year, shall not be used as a basis for progressive discipline in any future matters as set forth in Article 27 Corrective Action.

2400 **ARTICLE 24 – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

2401 In accordance with the Employer's compliance policies, indiscriminate or unauthorized review, use or disclosure of protected health information regarding any patient or employee is expressly prohibited. Reviewing, discussing, photocopying or disclosing patient information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

2500 **ARTICLE 25 – PERFORMANCE EVALUATIONS**

2501 **Section 1 – Performance Evaluations**

2502 A. Nature and Purpose of Evaluations

2503 Performance evaluations shall be based on objective and observable behaviors or activities as outlined in job descriptions. Performance evaluations are to be used as a teaching tool, and provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

2504 B. Evaluations not Discipline

2505 Performance evaluations are not intended to be used as a means of discipline; therefore, the contents of such evaluations will not serve as a basis to deny transfer rights or promotions. Employees shall be provided performance evaluations annually and given a written copy of the performance evaluation document. Employees shall sign and date such material only as proof of receipt.

2506 C. Employee Comments

2507 An employee shall be given an opportunity to read and attach written comments to performance evaluations prior to their placement in the employee's personnel file.

2508 D. Not Grievable

2509 Performance evaluations shall not be grievable.

2600 **ARTICLE 26 – GRIEVANCE AND ARBITRATION PROCEDURE AND DISPUTES – WORK STOPPAGE**

2601 **Section 1 – General Principles**

2602 A. Basic Means of Settling Grievances

2603 The following procedure shall be applied and relied upon by both parties as the basic means of seeking adjustment of and settling grievances. Grievance, as referred to in this Article, includes every dispute concerning interpretation and application of this Agreement and/or any dispute concerning wages, hours, or working conditions. All such disputes shall be subject to the grievance procedure.

2604 B. Time Limits

2605 1. Except for grievances alleging errors in wages, benefits errors, or discharge, each grievance arising under this Agreement shall be presented to the appropriate party within thirty (30) calendar days after the grievant had knowledge of the event or should have had

knowledge of the event. All discharge grievances shall be referred immediately to Step Two of this procedure within ten (10) calendar days from the date of the discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

2606 2. Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. Both parties agree, however, to make their best effort to abide by the time limits outlined in this Agreement. In the event the Union fails to appeal a grievance in a timely manner, the grievance will be treated as “withdrawn” by the Union. If the Employer fails to respond to the grievance within the time limits specified, the grievance may be appealed to the next step of the grievance procedure by the Union.

2607 C. Mandatory Meetings at Each Step of the Grievance Procedure

2608 There shall be a mandatory meeting at each step of the grievance procedure unless waived by mutual agreement of the parties. Employees participating in such meetings shall not suffer any reduction in pay due to their participation.

2609 D. Written Grievance Documents

2610 All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.

2611 E. Non Precedent-Setting Settlements

2612 Grievance settlements or resolutions reached at Step One or Two of the grievance procedure shall not be precedent-setting for any purpose and shall not be used to interpret the language or associated practices of the Agreement.

2613 F. Good Faith Efforts to Resolve Issues

2614 The goal of the parties is to achieve early and prompt resolution of issues and disputes through informal and formal interest-based discussions between the Steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in this Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.

2615 G. Union Staff Representatives

2616 Union staff representatives may participate at any level of the grievance procedure.

2617 H. Necessary and/or Relevant Information

2618 The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely, good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.

2619 **Section 2 – Steps of the Grievance and Arbitration Procedure**

2620 A. Step One

2621 1. Step One of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.

2622 2. The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor. Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels that further work at this step will not resolve the issue. Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant(s) and the Steward within ten (10) calendar days. Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.

2623 B. Step Two

2624 All issues that are not resolved at Step One may be appealed to Step Two within fifteen (15) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within ten (10) calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter. Grievances regarding discharge must be initiated at Step Two within ten (10) calendar days after the action. In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration procedure. Participants in Step Two should include the employee(s), the Union Steward, the supervisor, and the human resources representative.

2625 C. Step Three

2626 All grievances that are not resolved at Step Two may be appealed to Step Three within fifteen (15) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Within ten (10) calendar days of the receipt of such appeal a meeting

shall be held including the parties' designees, Union Steward and grievant(s). Within ten (10) calendar days after such meeting, the Employer's designee shall respond to the Union staff representative and other meeting participants in writing.

2627 D. Step Four – Arbitration

2628 In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or designee within fifteen (15) calendar days after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.

2629 1. Selection of Arbitrator

2630 An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.

2631 2. Authority of Arbitrator

2632 The arbitrator shall be prohibited from adding to, modifying or subtracting from, the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new wage rate. However, grievances involving reclassification and upgrade are within the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator; the decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule. The award of the arbitrator shall be final and binding on both parties.

2633 3. Cost of Arbitration

2634 Each party shall pay one-half (1/2) the cost of the arbitration proceedings which include but are not limited to the cost of the arbitrator, court reporter and transcript for the arbitrator, if mutually agreed to as necessary, conference room costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

2635 **Section 3 – Disputes – Work Stoppage**

2636 A. No Lockout or Suspension of Work

2637 The Employer and the Union realize that the Employer's facilities are different in their operations from other industries because of services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this

Agreement to guarantee that there will be no strikes, sympathy strikes, work slowdowns, lockouts or work stoppages.

2638 B. Process for Resolving Disputes

2639 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedures herein provided.

2700 **ARTICLE 27 – CORRECTIVE ACTION PROCEDURE**

2701 **Section 1 – Basic Means of Progressive Discipline**

2702 The Corrective Action Procedure shall be applied and relied on by both parties as the basic means of progressive discipline. It is intended to be an open process that utilizes a problem solving approach to address issues and explore alternatives to correct performance and/or behavioral concerns using a "just cause" standard. All disputes arising out of the Corrective Action Procedure shall be subject to the Grievance/Arbitration Procedure.

2703 **Section 2 – Just Cause**

2704 No employee shall be disciplined or discharged without just cause. Any employee who is discharged shall be informed in writing at the time of the discharge of the reason(s) for the discharge.

2705 **Section 3 – Union Representation**

2706 Supervisors shall ask the employee if he/she/they wishes the presence of a Union Steward and/or Union Staff Representative in any meeting or investigation that may result in discipline. The selection of a Union representative shall not unduly delay the proceeding.

2707 **Section 4 – Progressive Discipline in Accordance with Practices and Policy**

2708 It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.

2709 **Section 5 – Relevant Documents Provided**

2710 In the event the Employer disciplines or discharges an employee, the Employer will, at the written request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

2711 **Section 6 – Employee's Written Response to Discipline**

2712 Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions, and shall have that response attached to the relevant material.

2713 **Section 7 - Corrective Action Procedure**

2714 A. Level 1 - Oral Reminder

2715 The manager/supervisor will meet privately with the employee and a representative of the Union (unless such representation is refused), to clarify the performance and/or behavioral issue(s). The manager/supervisor's primary role at Level One is to gain the employee's understanding and agreement to solve the problem.

2716 The focus of the oral reminder is to remind the employee that he/she/they has a personal responsibility to meet reasonable standards of performance and/or behavior. The supervisor/manager and employee should use this opportunity to problem-solve the issues, clarify expectations, and explore and agree upon behavioral changes including measurements of achievement and time lines.

2717 B. Level 2 - Individual Action Plan

2718 This is the second level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue.

2719 At this level the supervisor/manager will meet privately with the employee and a representative of the Union (unless such representation is refused), to revisit the issues/problems, and clarify the need for the employee to meet reasonable standards of performance and behavior. This discussion will include a review of the progress made by the employee based on input at Level 1; the joint development of a written Individual Action Plan; and the time frame in which the employee is expected to meet performance and/or behavioral standards. The employee and supervisor should both sign the Individual Action Plan.

2720 C. Level 3 - Corrective Action Plan

2721 This is the third level of the Corrective Action Procedure and should be utilized if the employee's performance and/or behavioral problems continue, or if the employee refused to sign the Individual Action Plan at Level 2.

2722 At this level the supervisor/manager will meet privately with the employee and a representative of the Union (unless such representation is refused), to revisit the individual action plan, timelines, and progress made under the Individual Action Plan.

2723 The preferred outcome of this meeting is that the supervisor/manager and the employee, through a collaborative process, will mutually agree and sign a Corrective Action Plan. However, if the employee refuses to acknowledge the issue or if agreement cannot be reached, the supervisor/manager will prepare the Corrective Action Plan necessary for the employee to correct performance and/or behavioral issues. In these circumstances, the supervisor/manager may unilaterally implement the Corrective Action Plan after notification to the employee.

2724 D. Level 4 - Day of Decision

2725 This is the fourth level of the Corrective Action Procedure and should be utilized if the employee has not shown improvement in performance and/or behavioral problems after having gone through Level 3 of the Corrective Action Procedure.

2726 At the conclusion of the follow-up meeting at Level 3, and after having determined that prior efforts have failed to produce the desired changes, a meeting will be scheduled between the supervisor/manager (and may include the next higher level manager/chief), the employee, and the Union Steward (and may include the next higher union representative), unless such representation is refused, to discuss the continuing problem. The purpose of this meeting is to review the continuing performance and/or behavioral issues and the lack of improvement.

2727 If management decides to invoke the Day of Decision, management will explain the severity of the situation to the employee and will place the employee on a paid Day of Decision. (The Day of Decision is paid to demonstrate the Employer's commitment to retain the employee.) Management will stress the need for the employee to use the Day of Decision as a day of reflection and choice. The employee has the opportunity to choose to change his/her/their performance and/or behavior and return to the organization, or voluntarily sever the employment relationship. Management will document the meeting in a memorandum, which will include the date, location, attendees, and summary of the discussion.

2728 Upon the employee's return, the supervisor/manager, the employee, and the Union representative (unless such representation is refused), will meet to review the employee's decision. If the employee's decision is to change his/her/their performance and/or behavior and continue employment, the supervisor/manager, employee and Union representative (if any), will meet to develop and sign a Last Chance Agreement. The Last Chance Agreement will include a Final Corrective Action Plan.

2729 E. Level 5 – Termination

2730 Termination is the final level of the Corrective Action Procedure and should be utilized if performance and/or behavioral issues still persist despite the Oral Reminder, Individual Action Plan, Corrective Action Plan, and Day of Decision.

2731 **Section 8 - Purging of Documentation**

2732 Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of issuance except when there are other materials of the same or related nature. It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify further disciplinary action.

2733 **Section 9 - Maintenance of Documentation**

2734 In order to satisfy governmental record keeping requirements, purged documentation will be maintained by the Employer in a separate file to which supervisors/managers do not have access.

2735 **Section 10 - Investigatory Suspensions**

2736 In situations where the Employer determines that removal of an employee is warranted due to the nature of a reported incident or allegation, such employee will be placed on a paid investigatory suspension. At the conclusion of the investigatory suspension, the Employer will determine at what level, up to and including Level 5, to place the employee in the Corrective Action Procedure.

2737 **Section 11 - Acts of Gross Misconduct**

2738 Acts of gross misconduct and/or gross negligence will subject the employee to an accelerated level in the Corrective Action Procedure, up to and including a Last Chance Agreement or Termination.

2800 **ARTICLE 28 – REDUCTION IN FORCE OR HOURS**

2801 In the event of a reduction in force or hours, the Employer will endeavor to give as much notice as possible. The Employer agrees to meet with the Union to inform the Union of such reduction in force or hours. A reduction in hours and/or force shall be accomplished within a specific unit/department and by classification, as determined by job qualifications, based on seniority.

2802 An employee laid off after one (1) year of service, except employees discharged for gross misconduct or gross neglect of duty, shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of such notice.

2803 An employee whose position has been eliminated in a reduction in force will be offered any vacant position in his/her/their Area (see Definition of an Area in this Article 28) of the same status and classification for which the employee is qualified, after completion of the internal posting process.

2804 If the affected employee declines the vacant position, the affected employee may displace the least senior employee within the Area where she/he/they currently works and in the same classification/status provided he/she/they is qualified to perform the job of the employee being displaced.

2805 In the event the displacing employee does not meet the qualifications for the position held by the junior employee, the position held by the next least senior employee may be claimed, provided the employee is qualified to perform the job of the employee being displaced.

Failure to exercise seniority as described above shall result in the layoff of the affected employee.

2806 An employee, whose hours have been reduced, pursuant to this Article, shall be offered any available increase in hours in the classification and Area involved before a new employee is hired in that classification, provided that in the opinion of the Employer, the employee whose hours have been reduced is qualified to perform the work.

2807 An employee on layoff status pursuant to this Article shall be offered, in reverse order of layoff, the first available vacancy in the classification and Area from which the employee was laid off before a new employee is hired in that classification, provided that, in the opinion of the Employer, the employee possesses the experience and skill defined in the posted requirements. This will occur upon completion of the internal posting process.

2808 An employee on layoff status shall have rights to rehire for one (1) year, except those employees with five (5) or more years of service may remain on layoff status for two (2) years from the date the employee was placed in such status.

2809 Should an employee on layoff status decline to return to work when a vacancy arises within the same job classification and Area, she/he/they will be removed from the layoff list.

2810 Nothing herein shall prevent the parties from mutually agreeing to modify the above procedure, should a reduction in force occur.

2811 Definition Of An Area As It Relates To This Article 28

2812 Areas are defined as follows:

2813 AREA I

- South Bay Medical Center and associated Clinics
- Baldwin Park Medical Center and associated Clinics
- Downey Medical Center and associated Clinics
- West Los Angeles Medical Center and associated Clinics
- Los Angeles Medical Center and associated Clinics
- Behavioral Health Care Helpline
- P.E.T Team
- Watts
- ADAPT

2814 AREA II

- Woodland Hills Medical Center and associated Clinics
- Antelope Valley Clinics
- Panorama City Medical Center and associated Clinics

2815 AREA III

- San Diego Medical Center and associated Clinics

2816 AREA IV

- Irvine Medical Center and associated Clinics
- Anaheim Medical Center and associated Clinics
- Riverside Medical Center and associated Clinics
- Ontario Medical Center and associated Clinics
- Fontana Medical Center and associated Clinics

2817 AREA V

- Kern County Clinics

2900 **Article 29 – NEW TECHNOLOGY**

2901 Wherever used in this Article, “Technology” includes “Artificial Intelligence”.

2902 The Employer and the Union recognize that new technologies continue to advance the behavioral health, addiction medicine, psychiatric nursing, and medical social work fields, improving the quality and efficiency of care provided to patients, and may affect the practice of bargaining unit employees.

2903 Both parties acknowledge that the purpose of utilizing new technology is not intended to replace, but to assist bargaining unit employees in providing safe, therapeutic, and effective patient care and support.

2904 The parties further agree that implementation of new technology should support clinical decision making which allows bargaining unit employees to focus on key aspects of their professional responsibilities, including the individualized assessment and care of each patient. In addition, new technology will not place any employees’ license in jeopardy.

2905 The Employer shall notify the Union prior to implementation of new technology or modifications to existing technology that materially affect the working conditions and practice of bargaining unit employees, and at the Union’s request will engage the appropriate Regional Professional Practice Improvement Steering Committee to ensure that the technology is implemented in a manner consistent with these principles.

3000 ARTICLE 30 – PATIENT MANAGEMENT TIME

3001 New Article: Patient Management Time (PMT) (Implementation will be effective 180 days post-ratification.)

3002 This section applies to the Department of Psychiatry.

3003 Therapist access impacts our patients’ ability to receive timely care. Maintaining patient appointment access while ensuring adequate time to complete non-direct patient care and planning tasks is a joint therapist and management responsibility. Management will work collaboratively with therapists to meet both priorities within the framework below.

3004 Therapists providing full time individual/family therapy will be allotted seven (7) hours of Patient Management Time (“PMT”) per work week. These amounts will be prorated for therapists who maintain less than a full supply of individual/family therapy. PMT will be used for patient care related activities including but not limited to training, administrative work, documentation, collateral consultation, charting patient outreach and comparable work.

3005 Of the seven (7) hours of PMT five (5) hours will be protected from management booking into them. If an individual has less than seven (7) hours of PMT, because they are seeing less individual/family therapy appointments, the protected hours will be prorated.

3100 ARTICLE 31 – WORKLOAD DISTRIBUTION

3101 It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for patient care and employee safety.

3102 When an employee is absent for any reason and if a replacement cannot be obtained in time to perform the work of the absent employee, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on patients’ care or an individual worker.

3200 ARTICLE 32 – HEALTH AND WELFARE

3201 Section 1 – Health Plan

3202 A. Eligibility for Kaiser Foundation Health Plan (KFHP)

3203 An employee regularly scheduled to work twenty (20) or more hours per week, is eligible for Employer-paid Kaiser Foundation Health Plan (KFHP) coverage on his/her/their date of employment. The plan covers the employee and his/her/their eligible dependents.

3204 B. Eligible Dependents

3205 Eligible dependents are defined as follows:

- The employee's spouse, or domestic partner;
- The employee's natural, step or adopted child under the age of twenty-six (26);
- The employee's foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;
- A child under the age of twenty-six (26) for whom the employee is the court-appointed guardian;
- The employee's grandchild only if the grandchild's parent (the employee's child, or the spouse's or domestic partner's child) is under the age of twenty-six (26), unmarried, and currently covered under the employee's medical coverage, and both the grandchild and the grandchild's parent (employee's child), 1) live with the employee, and 2) qualify as the employee's dependent on the employee's tax return as defined by the Internal Revenue Code 152(a)(1);
- The employee's domestic partner's natural or adopted child under the age of twenty-six (26);
- The employee may be able to extend coverage past the normal age twenty-six (26) limit for an eligible dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before the child reaches age twenty-six (26). Annual certification of disability and dependency may be required by the Health Plan.
- Some of the benefits provided to domestic partners and their children may be taxable to the employee.

3206 C. Services Covered by KFHP

3207 The Kaiser Foundation Health Plan (KFHP) is a comprehensive medical plan covering services directly at Kaiser Permanente Medical facilities including hospitalization, inpatient and outpatient surgery, prescriptions by a Southern California Permanente Medical Group Physician, vision care and mental health coverage. An Alternate Mental Health Plan is available through non-Kaiser Permanente physicians and therapists.

3208 D. KFHP Co-pays

3209 The copayments for an employee shall match the \$20 copayment level, which includes \$20 medical office visits, \$20 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit (waived for hospital admissions), \$10 generic/\$15 brand prescription (30-day supply maximum), etc. See Appendix C.

3210 E. Termination of KFHP Coverage

3211 KFHP coverage stops at the end of the month in which the employee transfers to an ineligible status or terminates employment. Employer-paid coverage will cease in accordance with the Leave of Absence provisions contained in Article 36.

3212 F. Plan Documents

3213 The terms and conditions of this plan are in accordance with the governing plan document and service agreement.

3214 G. Parent Medical Coverage

3215 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law and parents' domestic partners. Parents who enroll will be responsible for the entire amount of the premium, as well as any applicable copayments. The terms and conditions of this plan are in accordance with the governing plan document and service agreement.

3216 **Section 2 – Dental Plan**

3217 A. Eligible Participants in Dental Plan

3218 An employee who is regularly scheduled to work twenty (20) or more hours per week is eligible for dental coverage effective the first day of the month after three (3) months of employment. Coverage extends to the employee, his/her/their spouse or domestic partner and eligible dependent children as described in this Article up to the limiting age of twenty-six (26). Some of the benefits provided to domestic partners and their children may be taxable to the employee. Physically or mentally disabled children are also covered past age twenty-six (26) provided such disability occurred prior to the disabled dependent children turning age twenty-six (26). Annual certification of disability and dependency may be required.

3219 B. Dental Plans Available Based on Years of Employment

3220 An eligible newly hired or newly eligible employee is required to select an Employer-provided prepaid Dental Plan during his/her/their first three (3) years of employment. After completing three (3) years of employment, an eligible employee may continue coverage in the prepaid dental plan or elect the Delta Dental Plan within thirty-one (31) days of obtaining eligibility, and during the annual open enrollment period may choose among the Employer-provided prepaid dental plans and the Delta Dental Plan.

3221 C. Pre-Paid Dental Coverage

3222 The pre-paid dental coverage services are covered at one hundred percent (100%). These services are provided through one of the respective panel providers. There is no annual maximum benefit under the pre-paid options.

3223 D. Delta Dental Plan – Yearly Maximum

3224 The Delta Dental Plan coverage provides for payment of seventy percent (70%) of the Usual, Customary and Reasonable (UCR) charges for basic and prosthodontics care to a

maximum of one thousand five hundred dollars (\$1,500) per calendar year. Effective January 1, 2027, the Delta Dental Plan coverage will provide for payment of eighty percent (80%) of the Usual, Customary, and Reasonable (UCR) charges for basic care and seventy percent (70%) of the UCR charges for prosthodontics care to a maximum of one thousand five hundred dollars (\$1,500) per calendar year. Services must be obtained from a dentist who is a member of the Delta Dental Plan. The plan will provide fifty (50%) percent payment for major services.

3225 E. Delta Dental Plan – Coverage

3226 The Delta Dental Plan includes diagnostic and preventative benefits which pay one hundred percent (100%) of the UCR dentist's fees for the following procedures:

- Prophylaxis/Cleaning (with or without fluoride treatment) twice every calendar year.
- Examinations.
- Bite-Wing X-rays (twice every calendar year).
- Full Mouth X-rays (once every three (3) years).
- Space Maintainers (for dependent children under age twelve (12) to replace a lost tooth).

3227 F. Delta Dental Plan – Orthodontia Benefits

3228 An Orthodontia benefit is included in the Delta Dental Plan and is available to dependent children under the age of twenty-six (26). The benefit provides for a payment of fifty percent (50%) of services to a maximum payment of one thousand five hundred dollars (\$1,500) per child per lifetime.

3229 G. Cost of Dental Coverage

3230 Dental coverage is Employer-paid. However, any cost for the pre-paid plans that exceeds the Employer's cost for the Delta Dental Plan shall be borne by the employees. To determine the cost of the Delta Dental Plan, the Employer will compute the monthly premium amount paid for the Delta Dental Plan by dividing the previous calendar year cost by the number of employees covered in that year, divided by twelve (12) months.

3231 **Section 3 – Alternate Mental Health Plan**

3232 A. Eligibility for Alternate Mental Health Insurance

3233 An employee who is regularly scheduled to work twenty (20) hours or more per week, is eligible for the Alternate Mental Health insurance on his/her/their date of employment. Coverage is extended to eligible dependents as defined in Health Plan eligibility on the same date. The Alternate Mental Health coverage is Employer-paid and covers 80% of reasonable and customary charges, inclusive of both inpatient and outpatient. There is no maximum number of visits.

3234 B. Governed by Plan Documents

3235 Alternate Mental Health is governed by the terms and agreements between the provider, Plan Documents and the Employer.

3236 **Section 4 – Life Insurance and Accidental Death**

3237 A. Eligibility for Employer-Paid Life Insurance

3238 An employee regularly scheduled to work thirty-two (32) hours or more per week, will be provided six thousand dollars (\$6,000) life insurance, six thousand dollars (\$6,000) accidental death and dismemberment, and six thousand dollars (\$6,000) total and permanent disability coverage entirely Employer-paid. All decisions of coverage, limitations, and exclusions are the determination of the Insurance Company. Effective January 1, 2027, an employee regularly scheduled to work thirty-two (32) hours or more per week, will be provided with fifty thousand dollars (\$50,000) in basic life insurance and ten thousand dollars (\$10,000) in accidental death and dismemberment.

3239 B. Purchase of Optional Life Insurance

3240 An employee who is regularly scheduled to work thirty-two (32) or more hours per week may purchase his/her/their choice of the following life insurance programs, at time of hire, or when transferred to eligible status at the Employer's cost. The coverage will become effective after completion of sixty (60) calendar days of employment. An employee who participates in the Alternate Compensation Program (ACP), and scheduled to work thirty-two (32) or more hours per week, is eligible for Optional Life Insurance.

Program	Optional Life	Accidental Death & Dismemberment
Program I	\$10,000	\$10,000
Program II	\$20,000	\$10,000
Program III	\$30,000	\$10,000
Program IV	\$40,000	\$10,000

3241 C. Employees with Optional Life Insurance Who Become Permanently Disabled

3242 If an employee who has elected an optional life insurance program becomes totally and permanently disabled, \$10,000 in basic life coverage will be paid out in monthly installments under a Total and Permanent Disability provision. If the employee has elected Program II, III or IV the remainder of her/his/their basic life coverage not subject to the Total and Permanent Disability provision would remain in force in accordance with the Duration of Benefits Schedule or until the employee returns to work and/or is no longer disabled. For an employee with more than two (2) years of service, the full life coverage is continued on a waiver of premium provision.

3243 D. New Employees' Opportunity to Obtain Optional Life Insurance

3244 A newly hired employee regularly scheduled to work thirty-two (32) or more hours per week must elect to purchase optional life insurance at date of hire.

3245 E. Effective Date of Coverage for Employer-Paid or Optional Life Insurance

3246 Coverage will be effective on the sixty-first (61st) day of continuous employment. An employee must be actively at work on the date the employer-paid and optional coverage become effective. If an employee is not at work on the sixty-first (61st) day, coverage is deferred until he/she/they returns to active employment.

3247 **Section 5 – Survivor Assistance Benefit**

3248 Each regularly scheduled Full-time or Part-time employee will be provided a Survivor Assistance Benefit equal to one (1) month's base wages (prorated for part-time employees). This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

3249 **Section 6 – Disability Plans**

3250 A. Short Term Disability (STD)

3251 An employee regularly scheduled to work twenty (20) hours or more per week and who has fewer than two (2) years of service shall be provided with Employer-paid Short Term Disability (STD) insurance coverage. Coverage begins on the date of hire provided the employee is actively at work (i.e. performing all of the material duties of the job and not on Medical Leave, Occupational Leave or Extended Sick Leave and not confined to home, in a hospital, or any other medical institution on the effective date). If an employee is not actively at work on the day the disability plan coverage is to become effective, the coverage effective date will be deferred until the employee returns to active employment.

3252 B. Long Term Disability (LTD)

3253 An employee regularly scheduled to work twenty (20) hours or more per week and who has at least two (2) years of service shall be provided Employer-paid Long Term Disability (LTD) insurance. Benefits shall be payable in accordance with the Duration of Benefits schedule at the level of fifty (50%) percent of base wage rate, sixty (60%) percent with integration with other statutory plans, or seventy (70%) percent with an approved rehabilitation employment program. LTD insurance benefits due to psychological related disabilities and alcohol/drug abuse are limited to three (3) years unless the employee was institutionalized at the end of the three (3) year period. In this event, benefits would continue for three (3) months following release from the institution.

3254 C. Exclusions and Limitations

3255 Coverage, limitations and exclusions of the foregoing Health Plan, Dental Plans, Alternate Mental Health Plan and Life Insurance Plans, are established and governed by the Employer's service agreements with the respective providers, and applicable insurance carriers, and Plan Documents. The foregoing is governed by the plan documents and/or Kaiser Permanente policies.

3256 **Section 7 – Spending Accounts**

3257 A. Dependent Care Spending Account (DCSA)

3258 Employees can participate in the Dependent Care Spending Account (DCSA) that is entirely voluntary and allows an employee to pay for eligible dependent services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. An employee, regardless of work schedule, is eligible to enroll in the DCSA effective on his/her/their date of hire. The DCSA allows an employee to contribute pre-tax dollars annually as limited by the IRC. These contributions may be used to pay for certain dependent care expenses for eligible dependents as permitted by the IRC and as governed by law.

3259 B. Health Care Spending Account (HCSA)

3260 Employees can participate in the Health Care Spending Account (HCSA), which is entirely voluntary and allows an employee to pay for eligible medical care services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. An employee who is regularly scheduled to work twenty (20) or more hours per week is eligible to participate in the HCSA effective on date of hire. The HCSA allows an employee to contribute pre-tax dollars annually as limited by the IRC. This plan may pay for eligible health care expenses for an employee and/or his/her/their eligible dependents as permitted by the IRC and as governed by law.

3261 **Section 8 – Alternate Compensation Program (ACP)**

3262 A. Eligibility

3263 A newly hired and newly eligible employee who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP). Participation begins on the 1st day of the pay period following enrollment.

3264 B. Pay Differential in Lieu of Certain Benefits

3265 ACP is an optional benefit program, which provides an eligible employee with a twenty percent (20%) wage rate differential in exchange for his/her/their participation in certain benefit plans.

3266 C. Proof of Other Medical Coverage

3267 Proof of other medical coverage is required to participate in the ACP and must be provided on an annual basis in order to continue ACP participation.

3268 D. ACP Participation

3269 An employee must remain in the ACP for the duration of the payroll calendar year. An employee may withdraw from ACP during the ACP payroll calendar year due to a loss of other medical coverage or a qualified family or employment status change. During the annual open enrollment period of each year, an employee will have the opportunity to enroll in or withdraw from the ACP.

3270 E. Payroll Calendar Year

3271 A payroll calendar year is determined by the biweekly payroll cycles within each year. This means that an ACP payroll calendar year can begin prior to January 1 and end prior to December 31, depending on the biweekly cycles.

3272 F. Exchanged Benefits

3273 An employee enrolling in ACP is not eligible for Health Plan, Dental Plan, Employer-paid Life Insurance, Disability Plans, Earned Time Off Program, Bereavement Leave, Educational Leave, and other paid time off.

3274 G. ESL Account Frozen

3275 An employee who elects to participate in the ACP will have his/her/their Extended Sick Leave accounts frozen upon entering the ACP, and frozen ESL hours will not be available for use. Hours already accrued at the time of transfer to ACP will be available when employees return to the regular benefits program. No additional hours will accrue while in the ACP.

3276 H. Cash Out of ETO

3277 An employee who elects to participate in the ACP will receive a payoff for all accrued Earned Time Off (ETO) upon entering the ACP. Such payoff will be at the base wage rate that is in effect on the day prior to entering the ACP. No additional hours will accrue while in the ACP.

3278 I. Benefits Participation of An Employee in ACP

3279 An employee will have the option to participate or, as applicable, be automatically enrolled in the following benefits:

- Additional hours will be paid at the ACP wage rate differential;
- Commuter Spending Account;
- Dependent Care Spending Account;
- Designated Holidays worked paid at regular rate of pay for all hours worked. Unworked Designated Holiday will not be paid;
- Employee-purchased Optional Life Insurance (for employees scheduled to work thirty-two (32) hours or more per week);
- Health Care Spending Account;
- Jury Duty paid at the ACP wage rate differential;
- Kaiser Permanente Southern California Employees Defined Contribution (EDC) (at the base wage rate);
- Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP), (with FAMC at the base wage rate without the 20% ACP differential) See Article 34;
- Shift differentials paid on all applicable hours;
- Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential);
- Tax-Deferred Retirement Savings;
- Tuition Reimbursement;
- Unpaid Leaves of Absence (no benefits associated with the leaves).

3280 J. Unpaid Leave for Employees in ACP

3281 An employee may take two (2) weeks of unpaid leave per calendar year. Additional weeks of unpaid leave may be granted at the sole discretion of the Employer. An employee in the ACP may exercise seniority on the vacation schedule to obtain his/her/their two (2) weeks of unpaid leave.

3282 K. Post Retirement Benefit for Employees in ACP

3283 An employee who retires while enrolled in the ACP and otherwise meets eligibility for post-retirement benefits will be provided with post-retirement benefits in accordance with Article 35.

3284 **Section 9 – Benefits by Design Voluntary Program**

3285 Insurance benefits found in the Benefits by Design voluntary program will be made available to employees eligible for benefits on an after-tax basis, subject to the satisfaction of any insurer requirements. The available options may include long-term care insurance, legal services insurance, additional term life insurance, identity theft maintenance, auto and homeowners insurance, and pet insurance. Any improvement or changes to the program will be offered to employees.

3300 **ARTICLE 33 – EARNED TIME OFF PROGRAM**

3301 The Earned Time Off Program (ETOP) comprises the following three (3) components:

- Designated Holidays
- Earned Time Off (ETO)
- Extended Sick Leave Bank (ESL)

3302 **Section 1 – Designated Holidays**

3303 A. The following days are designated as paid holidays:

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

3304 B. Pay for Designated Unworked Holidays

3305 Pay for designated unworked holidays for a Full-time employee shall be calculated at the hourly wage rate she/he/they is receiving on the date the time off is taken times eight (8). An employee shall not receive shift differential for said time off. Pay for designated unworked holidays will be prorated for a part-time employee based upon his/her/their regular weekly scheduled hours.

3306 C. Pay for Work on Designated Holiday

3307 If a Full-time or Part-time employee works on a designated holiday, she/he/they shall be paid at two and one-half (2 1/2) times the regular rate of pay. At the employee's option, she/he/they shall be paid at time and one half (1 1/2) the regular rate of pay with a compensatory day off paid at straight time to be taken within thirty (30) days preceding or following the designated holiday. The day should be requested in writing and must be approved by the supervisor. An ACP and a Per Diem employee shall receive his/her/their regular rate of pay for all hours worked on a designated holiday.

3308 D. Designated Holidays on Saturday or Sunday

3309 All designated holidays will be observed on the actual calendar day (midnight to midnight), and all conditions and benefits applying to such holiday will be in effect on that day only. However, in the event the Employer closes any of its facilities/departments on the Friday preceding a Saturday designated holiday or on a Monday following a Sunday designated holiday, then the Friday or Monday will be designated as a holiday for unworked holiday pay for an employee who does not work either the actual holiday or the designated holiday.

3310 Section 2 – Earned Time Off (ETO)

3311 A. Leave Accrual Date

3312 Leave Accrual Date shall be used to determine “Years of Service” for the Earned Time Off Program. The Leave Accrual Date is the most recent date of hire, adjusted for breaks-in-service in accordance with the Rehire policy and Guidelines. The Leave Accrual Date is also adjusted for unpaid leaves of absence that exceed sixty (60) days, excluding an Occupational Leave of Absence or Military Leave.

A leave of absence of sixty-one (61) days or more will be deducted in their entirety from the Leave Accrual Date.

3313 B. ETO Accrual Through December 31, 2014

3314 Through December 31, 2014, a Full-time employee shall accrue paid ETO benefits on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month	Days per Month*	Days per Year
0-2 Years	14.00	1.75	21.00
3-6 Years	17.33	2.17	26.00
7-14 Years	20.66	2.58	31.00
15 Years or More	24.00	3.00	36.00

*Rounded to two (2) decimal places.

3315 A Part-time employee will accrue ETO benefits on a prorated basis.

3316 C. ETO Accrual Effective January 1, 2015

3317 Effective January 1, 2015, a full-time employee shall accrue ETO on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month	Days per Month*	Days per Year
0-4 Years	14.00	1.75	21.00
5-8 Years	17.33	2.17	26.00
9-10 Years	20.66	2.58	31.00
11 Years or More	24.00	3.00	36.00

*Rounded to two (2) decimal places.

3318 A Part-time employee will accrue ETO benefits on a prorated basis.

3319 D. Use of Earned Time Off

3320 Earned Time Off can be used for any reason, such as illness, vacation or personal/family reasons. Planned time off should be scheduled according to each department’s policy or

practice of granting paid time off. When same day requests occur, an employee must use existing departmental notification procedures. The employee is expected to report the absence to her/his/their supervisor as soon as the employee has knowledge of the needed absence. The employee must report the reason for the absence and the anticipated length of the absence when reporting any same day absence. The maximum number of hours that can be accumulated in an employee's Earned Time Off account is five hundred (500).

3321 E. ETO Concurrent with Family Leave

3322 Earned Time Off taken for family leave purposes will run concurrently with Family Leave.

3323 F. Approval of Earned Time Off for Vacation

3324 Vacation periods will be mutually agreed to by employee and Employer so as not to adversely affect the efficiency of operations. Vacations will be taken annually.

3325 The total amount of ETO accumulated may be taken in one (1) consecutive period or in increments of weeks or days. In determining the granting of ETO requests, the Employer reserves the right to evaluate and grant requests on the basis of impact on the orderly operations of the facility. ETO requests shall not be unreasonably denied.

3326 ETO will, insofar as possible, be granted at times most desired by an employee. In the event two (2) or more employees at a location request the same or overlapping ETO period and the Employer is unable to grant all such requests, the employee who has the most bargaining unit seniority shall be granted her/his/their ETO preference subject to efficiency of operations. Once an ETO is approved, however, if a more senior employee later requests the same time, it will be granted based on staffing needs of the facility.

3327 G. Pay for Earned Time Off (ETO)

3328 Earned Time Off (ETO) pay shall be at the base hourly wage rate (excluding any differentials) the employee is receiving on the date she/he/they takes her/his/their time off.

3329 H. ETO In-Service Cash-out Option

3330 An eligible employee may elect to cash out up to one hundred sixty (160) hours of ETO during the annual election period in accordance with the Employer's policy on in-service cash-out of ETO benefits.

3331 I. Designated Holiday during ETO Period

3332 If a designated holiday occurs during an employee's scheduled ETO period and/or scheduled day off, that day shall not be charged against accrued ETO.

3333 J. Disposition of ETO Account at Retirement or Termination

3334 An employee will receive a payoff for all hours remaining in the ETO Account at the base hourly wage rate received on the date she/he/they ends employment or retires.

3335 **Section 3 – Extended Sick Leave (ESL)**

3336 A. Yearly Accrual of ESL and Use of Extended Sick Leave Bank

3337 In addition to the Earned Time Off Account, there is an Extended Sick Leave (ESL) bank. An Employee may use the hours in their ESL bank on the first day of hospitalization (inpatient or outpatient) or after three (3) consecutive calendar days of disability.

- Nine Days Per Year. an employee will accrue six (6) hours of ESL each month, or nine (9) days each year (prorated for a part-time employee). There is no limit on the number of ESL days/hours that can be accumulated.

3338 B. Use of Pre-ESL and Post-ESL Bank

3339 ESL hours earned on or after January 1, 2010, are placed in a post-ESL bank for the purposes of establishing a Health Reimbursement Account (HRA) in retirement. An employee's accrued and unused ESL hours as of December 31, 2009, are placed in the employee's pre-ESL bank. Upon meeting the ESL access requirements, ESL hours will be withdrawn first from any pre-ESL bank. The post-ESL bank will be utilized upon exhaustion of the pre-ESL bank. A newly hired employee or transferring employee will accrue post-ESL bank hours only. If the transferring employee has a pre-ESL bank under his/her/their former employee or Union group, then those hours will be placed in a pre-ESL bank.

3340 C. Certification Requirement

3341 The Employer may require certification of illness and/or disability sufficient to justify the employee's absence from work for the period claimed.

3342 D. Part-Time Employee-ESL

3343 A Part-time employee will accrue ESL hours prorated based upon his/her/their regular weekly scheduled hours.

3344 E. ESL and Family Leave

3345 ESL taken for family leave purposes will run concurrently with Family Leave.

3346 F. ESL and Shift Differential

3347 An Employee shall not receive shift differential with ESL pay.

3348 G. Integration of ETO/ESL with State Disability Insurance (SDI)/ Workers' Compensation Insurance (WCI) or Family Temporary Disability Insurance

3349 If an employee is eligible for basic State Disability Insurance (SDI) compensation payments, the Employer shall reduce paid Earned Time Off and/or Extended Sick Leave hours by the amount of the SDI benefit the employee is eligible to receive so that combined SDI pay and Earned Time Off and/or Extended Sick Leave pay totals normal straight time salary. The reduced amount of Earned Time Off and/or Extended Sick Leave payment shall then be charged against the employee's appropriate Earned Time Off account and/or Extended Sick Leave bank. If an employee is eligible for Workers' Compensation Insurance payments, the same method of integration with the Employer- paid Earned Time Off and/or Extended Sick Leave hours shall apply, unless the employee objects and notifies the Employer within the first (1st) seven (7) days of occupational injury-related absence.

3350 If an employee is absent from work to attend a disabled family member, and is eligible to use ETO or ESL for all or part of the absence, he/she/they will receive ETO/ESL pay which, when combined with weekly benefits from the Family Temporary Disability Insurance (FTDI) he/she/they receives, or for which he/she/they is eligible, would total his/her/their regular straight time earnings for the period.

3351 It is the employee's responsibility to promptly file claims for any compensatory benefits for which she/he/they may be eligible and to report the amount of such benefits to the Employer.

3352 H. Pre-ESL Bank Conversion to Credited Service for Pension Plan

3353 An employee who has a pre-ESL bank balance of two hundred fifty (250) hours or more and is vested in the basic pension plan, when he/she/they terminates employment, will have all unused hours in his/her/their pre-ESL bank converted to Credited Service for pension plan calculation purposes. If the employee meets the pension plan requirements for eligibility under the Normal, Early, Disability or Postponed Retirement provisions in accordance with the Kaiser Permanente Southern California Social Services Pension Plan supplement to the Kaiser Permanente Retirement Plan, then his/her pre-ESL hours will be counted as Credited Service, even if there is a pre-ESL balance of fewer than two hundred fifty (250) hours.

3354 I. Post-ESL Bank Conversion to the "Extended Sick Leave - Health Reimbursement Account" (ESL-HRA)

3355 An employee who separates from employment with eligibility for post-retirement medical benefits (meets age and years of service requirements) will be eligible to have post-ESL bank converted to an Extended Sick Leave – Health Reimbursement Account (ESL- HRA). Eighty percent (80%) of the post-ESL bank hours that remain unused at termination will be credited to an unfunded ESL–HRA, at the employee's base wage at termination, provided the employee's Post-ESL bank has enough hours so that the Post-ESL conversion

value at termination is at least one hundred dollars (\$100). The terms of the ESL-HRA are governed by the HRA Plan document.

3356 J. No Cash Out of ESL

3357 Any accrued but not used ESL hours are not paid out at termination or retirement.

3358 K. ESL-HRA Rules of Application

3359 The following rules shall apply to reimbursements from the ESL-HRA:

3360 1. Costs Eligible for Reimbursement by the ESL-HRA. A former employee or retiree may access the ESL-HRA for reimbursement of out-of-pocket medical, dental, vision and hearing care expenses that qualify as federal income tax deductions under Section 213 of the Internal Revenue Code, or for premiums paid to a Kaiser Permanente medical plan. If the former employee resides in an area where no Kaiser Permanente medical plan is offered, she/he/they may submit premiums for a non-KP medical plan to the HRA for reimbursement, subject to additional documentation requirements.

3361 2. Availability of Balance of ESL-HRA in Case of Retiree's Death. In the event of a retiree's death, any balance in the ESL-HRA will be available for the benefit of the retiree's surviving spouse or domestic partner who is an eligible dependent as defined by the Internal Revenue Code. The surviving spouse or domestic partner may access the ESL-HRA for reimbursement of eligible medical expenses, subject to the same ESL-HRA Rules. Any balance in the ESL HRA will remain available until remarriage, entering a new domestic partnership or death.

3362 3. The terms of the ESL-HRA are governed by the HRA Plan Document.

3400 **ARTICLE 34 – RETIREMENT PLANS**

3401 Section 1 – Retirement Plans Available to Employees Based on Date of Hire

3402 A. Employees Hired Prior to January 1, 2015 Eligible for the Kaiser Pension Plan (KPSCSSPP)

3403 Through December 31, 2014, an employee becomes a participant in the Employer-funded Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP) regardless of his/her/their employment status and work schedule, on date of hire.

3404 For an employee hired prior to January 1, 2015, the pension plan provides an employee with retirement income based on his/her/their length of Service and compensation.

3405 Effective January 1, 2015, a current employee or a transferring employee without a break in service, who was employed by the Employer before January 1, 2015 shall become a participant in the KPSCSSPP.

3406 B. Employees Hired on or after January 1, 2015 Eligible for the Kaiser Permanente Defined Contribution (EDC) but not the KPSCSSPP.

3407 Effective January 1, 2015, a newly hired employee or an employee rehired after a break in service will not be eligible for, and will not become a participant in the KPSCSSPP. A newly hired employee or an employee rehired after a break in service will be eligible for the Kaiser Permanente Southern California Employees Defined Contribution (EDC), as described below in Section 3.

3408 Section 2 – Kaiser Permanente Southern California Social Services Pension Plan (KPSCSSPP)

3409 A. Vesting in the KPSCSSPP

3410 Vesting in KPSCSSPP is attained after five (5) years of Service. If an employee terminates after five (5) years of Service, but before eligibility for early retirement, he/she is eligible for an unreduced Deferred Vested Pension (DVP) (pension), payable at age sixty-five (65) based upon the benefit accrued at time of termination. An employee who terminates with fifteen (15) or more years of Service, prior to being eligible to retire, will be eligible to receive an actuarially reduced DVP (pension), as early as age fifty-five (55) based upon the benefit accrued at time of termination.

3411 Service for Purposes of Vesting in KPSCSSPP and Eligibility for Retirement. Service is defined as a calendar year in which an employee has one thousand (1,000) or more hours of Service. A proportional year of Service is credited if less than one thousand (1,000) hours. Service is used to determine vesting, and eligibility for early, normal, postponed and disability retirement for employees hired on or before December 31, 2014.

3412 B. Formula for Calculating the benefit of the KPSCSSPP

3413 1. The level of benefit will be determined by the following formula: normal retirement income is being computed at one and forty-five hundredths of a percent (1.45%) of Final Average Monthly Compensation multiplied by all years of Credited Service with no Social Security offset.

3414 2. Final Average Monthly Compensation (FAMC) is defined as the highest sixty (60) consecutive months of compensation in the last one hundred twenty (120) months of employment, and does not include bonuses, allowances or differentials including the Alternate Compensation Program wage rate differential.

3415 C. Credited Service Used to Determine Amount of Benefit at Retirement

3416 Credited Service is used to determine the amount of monthly benefits.

- Based on 1,800 Hours. Through December 31, 2014, Credited Service is defined as a calendar year in which a participant has one thousand eight hundred (1,800) or more hours.

- Based on 2,000 Hours. For years on or after January 1, 2015, and for years prior to January 1, 2003, a year of Credited Service is based on two thousand (2,000) or more hours.
- Prorated Credited Service. Credited Service is prorated for years with less than two thousand (2,000) or one thousand eight hundred (1,800) or more hours, as applicable.

3417 D. In-Service KPSCSSPP Distribution

3418 Effective January 1, 2015, an eligible employee who has not separated from service as defined by the Internal Revenue Code shall be entitled to elect a one-time in-service distribution, paid out based on employee election, from KPSCSSPP at age sixty-five (65) or older, in accordance with the terms of the governing plan documents and applicable IRS rules.

3419 E. Pre-Retirement Survivor Annuity for Employees Vested in the KPSCSSPP

3420 1. Benefit for Spouse or Domestic Partner of Employee Who Dies Prior to Retirement

3421 The Employer will provide a qualified pre-retirement survivor annuity to an eligible active employee vested in the KPSCSSPP at no cost to the employee. This benefit provides an annuity to the spouse or eligible domestic partner of an employee who dies prior to retirement. The spouse or eligible domestic partner will receive a benefit calculated as if the employee retired the day before death and elected a joint and survivor annuity with a fifty percent (50%) continuation to the survivor. This benefit is payable to the spouse at the earliest time that the employee would have qualified to commence benefits. The benefit is payable to the eligible domestic partner no later than one year following the employee's death, in accordance with applicable IRC rules.

3422 2. Non-Spouse Qualified Dependent Survivor Benefit

3423 If a vested employee dies and does not have a surviving spouse or a surviving eligible domestic partner, pension plan survivor benefits will be payable to a non-spouse, non-domestic partner survivor qualified dependent, as defined under the KPSCSSPP.

3424 **Section 3 – Kaiser Permanente Southern California Employees Defined Contribution (EDC)**

3425 A. Eligibility

3426 1. Newly Hired Employees or Employees New to the Bargaining Unit. Effective January 1, 2015, a newly hired employee, or an employee rehired after a break in service, shall become a participant in the Kaiser Permanente Southern California Employees Defined Contribution (EDC). An employee who transfers into the bargaining unit on or after January 1, 2015, who was hired or rehired by the employer on or after January 1, 2015, also shall become a participant in the EDC.

3427 2. Participation in the EDC Regardless of the Employee's Scheduled Hours. An employee hired or rehired on or after January 1, 2015 automatically participates in the EDC upon his/her/their (1st) day of employment in an eligible status under the terms of the EDC. An employee hired or rehired on or after January 1, 2015 may participate in EDC regardless of scheduled hours.

3428 3. Employees Participating in the KPSCSSPPP Are Not Eligible for the EDC. No employee who is continuing to accrue Credited Service in the KPSCSSPP on or after January 1, 2015 is eligible to participate in the EDC.

3429 B. Employer Contribution

3430 An eligible employee in the EDC will receive an Employer contribution of six percent (6%) of eligible compensation. An employee will be provided with a variety of investment options. An employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the EDC. The maximum contribution amount is defined in accordance with IRC rules as specified in the EDC.

Effective January 1, 2027, the Employer contributions (EDC) will cease for all employees.

3431 C. Employee Contribution

3432 An eligible employee in the EDC may contribute up to ten percent (10%) of compensation on an after-tax basis. An employee will be provided with a variety of investment options. An employee who does not make investment selections will default into investment alternatives in accordance with DOL rules as specified in the EDC. The maximum contribution amount is defined in accordance with IRC rules as specified in the EDC.

Effective January 1, 2027, Employee elective contributions will cease in the EDC for all employees.

3433 D. Vesting

3434 An eligible employee in the EDC is immediately one hundred percent (100%) vested in the Employer and employee contributions.

3435 E. Distributions and Withdrawals

3436 An eligible employee in the EDC shall qualify for in-service withdrawals and distributions in accordance with the terms of the EDC and applicable IRC rules. Upon termination or retirement, the EDC account balance is distributed to the participant or, if qualified and elected, deferred in accordance with the applicable IRC rules.

3437 F. Plan Terms

3438 The EDC is governed by the plan documents as amended from time to time.

3439 **Section 4 – Tax Deferred Retirement Savings**

3440 A. Pre-Tax Contributions to Tax Deferred Retirement Savings

3441 Employees may elect to participate in a tax-deferred retirement plan through pre-tax contributions. Enrollment in this plan can be on their date of hire or anytime thereafter, regardless of employment status and work schedule.

3442 B. Automatic Enrollment for New Hires in Tax Deferred Retirement Savings

3443 Effective January 1, 2015, a new hire will be automatically enrolled in the tax deferred retirement plan at two percent (2%) of eligible compensation. A new hire may opt out of the automatic enrollment within 45 days.

3444 C. Employer Match Contribution to Tax Deferred Retirement Savings

3445 An employee with one (1) or more years of service, who contributes to the tax deferred retirement savings plan, will be eligible for the Employer Match program. The Employer will make contributions to match one hundred percent (100%) of an employee's contribution, up to one and one-quarter percent (1.25%) with optimization of the employee's eligible compensation.

3446 If Employees who are eligible for the EDC, shall be eligible for Employer matching contributions of one hundred percent (100%) of an employee's contribution, up to three percent (3%) of the employee's eligible compensation with optimization.

3447 The Employer Match contributions will vest in increments of twenty percent (20%) per year, with participants becoming fully vested after five (5) years of employment. All years of employment count toward eligibility and vesting.

3448 The Employer will ensure that as long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes throughout the year at least two percent (2%) of eligible compensation, or three percent (3%) of eligible compensation if an eligible employee participates in the EDC, the Employer will provide the applicable match on the total of his/her/their eligible compensation.

3449 D. Distributions and Withdrawals of Tax Deferred Retirement Savings

3450 An eligible employee in the tax deferred savings plan shall qualify for in-service hardship withdrawals, distributions and loans in accordance with the terms of the governing plan documents and applicable IRC rules. Upon termination or retirement, the vested tax

deferred retirement savings plan account balance may be distributed or deferred in accordance with the governing plan documents and applicable IRC rules.

3451 E. Plan Terms

3452 The tax deferred retirement savings plan is governed by the plan documents, as amended from time to time.

3453 **Section 5 – Kaiser Permanente Cash Balance Plan (KPCBP)**

3454 A. Eligibility

3455 Newly Hired Employees or Employees New to the Bargaining Unit. Effective January 1, 2027, an employee hired on or after January 1, 2015, any newly hired employee, or any employee rehired after a break in service, shall become a participant Kaiser Permanente Cash Balance Plan (KPCBP). Any employee who transferred into the bargaining unit on or after January 1, 2015, who was hired or rehired by the employer on or after January 1, 2015, also shall become a participant in the KPCBP.

3456 Participation Start Date. Eligible employees automatically begin participation in the KPCBP on first (1st) day of employment in an eligible status under the terms of the KPCBP.

Participation in the KPCBP Regardless of the Employee’s Scheduled Hours. Eligible employees may participate in KPCBP regardless of scheduled hours.

Employees Participating in the KPSCSSPP Are Not Eligible for the KPCBP. No employee who continues to accrue Credited Service in the KPSCSSPP is eligible to participate in the KPCBP.

Year-End Requirement. Employees must be employed by the employer and a member of this bargaining unit on December 31 of each year in order to receive Pay Credit for the year as described below.

Employees must be employed by the employer on December 31 of each year in order to receive Interest Credit for the year as described below.

3457 B. Employer Contributions

3458 Pay Credit: An eligible employee in the KPCBP will receive an employer contribution in the form of a Pay Credit equal to six percent (6%) of eligible compensation, as defined in the plan document. Pay credit will be posted annually as soon as administratively possible following December 31 of each year.

3459 Interest Credit: An eligible employee in the KPCBP will receive Interest Credit each year. Interest Credit will be posted following the year-end based on the KPCBP plan assets

annual return for the year ended December 31. Annual Interest Credit provided will not exceed nine percent (9%).

3460 C. Vesting

3461 An eligible employee in the KPCBP is immediately one hundred percent (100%) vested in the Employer contributions of Pay and Interest Credits.

3462 D. Distributions and Withdrawals

3463 An eligible employee in the KPCBP shall qualify for withdrawals and distributions in accordance with the terms of the KPCBP and applicable IRC rules. Upon termination or retirement, the KPCBP account balance may be distributed to the participant in accordance with the terms of the KPCBP and applicable IRC rules. In no event the KPCBP account balance at distribution may be less than the cumulative amount of Pay Credits allocated to the participant's account.

3464 E. Plan Terms

3465 The KPCBP is governed by the plan documents as amended from time to time and any claims for benefits should be brought under the terms of the plan.

3500 **ARTICLE 35 – RETIREE MEDICAL PROGRAM**

3501 To qualify for post-retirement medical benefits, an employee must meet the Retiree Medical Program eligibility requirements described below.

3502 **Section 1 – Retiree Medical Program for Active Employees**

3503 A. Retiree Medical Program “Eligibility” For Active Employees

3504 1. **Category 1. Employee Definition – Employees Hired Prior to January 1, 2017.** An active employee is an employee who was hired before January 1, 2017, and is age fifty-five (55) or older with fifteen (15) or more years of service upon termination. A year of service is defined as one thousand (1,000) compensated hours, prorated as applicable, or, if more favorable, as otherwise defined under the rules existing prior to January 1, 2017. On or after January 1, 2017, a year of service is equal to two thousand (2,000) compensated hours, prorated as applicable.

3505 2. **Category 2. Employee Definition – Employees Hired on or after January 1, 2017.** An active employee is an employee who is hired on or after January 1, 2017 and is age fifty-five (55) years or older with twenty (20) or more years of service upon termination. A year of service is defined as two thousand (2,000) compensated hours, prorated as applicable.

3506 **3. Category 3. Disabled Employee**

3507 See Section 4. Below for Retiree Coverage for disabled employees.

3508 **B. Retiree Medical Program For Category 1 and Category 2 Employees—Medical Subsidy**

3509 **1. Category 1 Employee Eligible for a Medical Subsidy.** Upon retirement and attainment of age sixty-five (65) or older, or Medicare-eligibility, if earlier, a Category 1 retiree shall receive a Medical Subsidy toward enrollment in a Southern California Region Kaiser Permanente Senior Advantage (“KPSA”) or as further described in the “Medical Subsidy” rules below.

3510 **2. Category 1 Employee –Amount of Medical Subsidy.** The Medical Subsidy for 2024 shall be equal to the greater of \$122.99 per month or the monthly plan premium of the highest cost individual Southern California Region Kaiser Permanente Senior Advantage Plan or its successor as of January 1, 2024. After 2024, the Medical Subsidy shall increase by three percent (3%) each year.

3511 **3. Category 1 Employee’s Spouse/Domestic Partner Eligible for Medical Subsidy**

3512 **a. Amount of Medical Subsidy for Spouse/Domestic Partner**

3513 The Category 1 retiree’s spouse or eligible domestic partner shall receive a Medical Subsidy equal to one hundred percent (100%) of the Category 1 retiree’s Medical Subsidy.

3514 **b. If Category 1’s Spouse or Domestic Partner Is not Medicare-Eligible When the Category 1 Employee is Sixty-five Years of Age.**

3515 If the Category 1 retiree’s spouse or domestic partner is not yet Medicare-eligible when the Retiree attains age 65, the spouse or domestic partner shall be covered under the active employee plan in effect, until attainment of age sixty-five (65), or Medicare eligibility, if earlier. The spouse or domestic partner must enroll in Medicare and KPSAP as soon as she/he/they becomes eligible in order to receive the Medical Subsidy.

3516 **4. Category 1’s Coverage for a Dependent Child**

3517 A Category 1 retiree’s eligible child, up to limiting age, and disabled dependent child shall be covered under the active employee plan in effect at the time that the eligible dependent child receives services. An eligible dependent child who becomes Medicare eligible must enroll in all relevant parts of Medicare and his/her/their Medicare rights must be assigned to the applicable Kaiser Permanente Plan to assign/coordinate coverage with Medicare.

3518 5. Category 1's Sixty-Five (65) Age Requirement for Spouse/Domestic Partner/Dependents Coverage

3519 The Retiree Medical Program for a Category 1 retiree's eligible dependents (spouse, domestic partner, and/or eligible children) will not apply until the retiree attains age sixty-five (65) or Medicare eligibility.

3520 6. Upon the Death of a Category 1 Employee

3521 A. Death While Receiving a Medical Subsidy or the Death of a Grandfathered Employee.

3522 In the event a Category 1 retiree who has commenced receiving the Medical Subsidy, or a grandfathered retiree dies, the surviving pre-Medicare eligible spouse/domestic partner and eligible children shall be covered under the active employee plan, until limiting age, and the pre-Medicare active plan coverage or the Medical Subsidy will continue for the surviving spouse or domestic partner.

3523 The Medical Subsidy or pre-Medicare active coverage for the surviving spouse/domestic partner or eligible children of any other Category 1 retiree will begin when the deceased Category 1 retiree would have attained age 65.

3524 B. Death of Category 1 Employee While Still Employed.

3525 If a grandfathered Category 1 retiree dies while still employed, survivor coverage will begin at the start of the month following the date of death.

3526 The active medical plan for disabled dependent children does not continue past age twenty-six (26) in the event of a Category 1 retiree's death.

3527 C. Category 2 Employees Not Eligible for a Medical Subsidy.

3528 A Category 2 retiree and his/her/their spouse or domestic partner and his/her/their dependent child will not receive a Medical Subsidy. A category 2 retiree is eligible for participation in an unfunded Retiree Medical Health Reimbursement Account as described below.

3529 Section 2 – Category 1 Retiree Medical Program “Medical Subsidy” Rules of Application

3530 The following rules shall apply to the Medical Subsidy for which only Category 1 Employees Are Eligible:

3531 A. The Medical Subsidy and Premium Costs for Category 1 Employee

3532 1. Effective January 1, 2025, the Medical Premium Subsidy can be applied to any available KPSA plan. For example, if there are three KPSA plans: a zero premium plan, a plan with a \$50 premium and a plan with a \$75 premium, then the retiree could enroll in the zero premium plan; or, choose to enroll in the \$50 premium plan and have the premium subsidy applied to the \$50 premium; or, choose to enroll in the \$75 premium plan and have the premium subsidy applied to the \$75 premium.

3533 2. If the maximum applicable Medical Subsidy amount exceeds the premium costs, of the selected KPSA plan then the excess amount will be forfeited. Any cost of medical coverage above the Medical Subsidy shall be borne by the retiree.

3534 3. A retiree who does not pay the retiree's share of KPSA premiums shall lose coverage in accordance with KPSA terms. If a retiree does not pay the retiree's share of KPSA premiums for his/her/their Medicare-eligible spouse or domestic partner, the spouse or domestic partner shall lose coverage in accordance with KPSA terms.

3535 4. Within the Southern California Region or another Kaiser Permanente Service Area, Medical Subsidy applies only for KPSA coverage (and not for any non-Kaiser Permanente plan).

3536 5. A retiree must enroll in Medicare Parts A & B and any other relevant Parts of Medicare, assign his/her/their Medicare rights to the applicable Kaiser Permanente Plan, and take such other action as the applicable Kaiser Permanente Plan determines is necessary to assign/coordinate Medicare. The spouse or domestic partner must also take the same actions when eligible.

3537 6. If a Category 1 retiree and/or his/her/their eligible dependents reside outside of a Kaiser Permanente Service Area, the Medical Subsidy can be used for any medical premium permitted by the Internal Revenue Code.

3538 B. When the Medical Subsidy Begins for the Category 1 Employee

3539 The Medical Subsidy for a Category 1 retiree, his/her/their spouse or eligible domestic partner, and coverage for the Category 1 retiree’s eligible dependent children, shall not apply until the Category 1 retiree attains age sixty-five (65) or is Medicare eligible unless the retiree meets the definition of Category 3: Disabled Employees as described in this Article.

3540 **C. Surviving Spouse/Domestic Partner Continues to Receive Subsidy until Remarriage**

3541 In the event of a Category 1 retiree's death, the one hundred percent (100%) Medical Subsidy for a surviving spouse or eligible domestic partner will continue for the survivor until remarriage/recommitment or death.

3542 **Section 3 – Health Reimbursement Account (“HRA”) For Category 1 and 2 Employees**

3543 **A. Allocation of HRA to Category 1 Employees.**

3544 Category 1 employees will receive an Employer allocation to an unfunded Retiree Medical Health Reimbursement Account (“HRA” / "Retiree Medical HRA") at the time of retirement in the amount of one thousand dollars (\$1,000) per year of service. Category 1 employees who retire on or after January 1, 2020, and on or before December 31, 2024, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement of two thousand dollars (\$2,000) per year of Service. Category 1 employees who retire on or after January 1, 2025, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement of two thousand five hundred dollars (\$2,500) per year of Service.

3545 *A Category 1 employee who retires on and after January 1, 2022, and on or before December 31, 2024, will receive an allocation to the HRA equal to \$10,000 when the retiree reaches age eighty-five (85). Category 1 employee who retires on and after January 1, 2025 will receive an allocation to the HRA equal to \$15,000 when the retiree reaches age eighty-five (85).*

3546 Service is defined as one thousand (1,000) compensated hours, prorated as applicable, or if more favorable, as otherwise defined under the rules existing prior to January 1, 2017.

3547 On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable.

3548 **B. Allocation of HRA to Category 2 Employees.**

3549 A Category 2 employee will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement in the amount of one thousand dollars (\$1,000) per year of Service, prorated as applicable, up to a maximum of thirty-five (35) years. Category 2 employees who retire on or after January 1, 2020, and on or before December 31, 2024, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement of two thousand dollars (\$2,000) per year of Service, prorated as applicable. Category 2 employees who retire on or after January 1, 2025, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement of two thousand five hundred dollars (\$2,500) per year of Service.

3550 *A Category 2 employee who retires on and after January 1, 2022, and on or before December 31, 2024, will receive an allocation to the HRA equal to \$10,000 when the retiree reaches age eighty-five (85). Category 2 employee who retires on and after January 1, 2025 will receive an allocation to the HRA equal to \$15,000 when the retiree reaches age eighty-five (85).*

3551 A year of Service is equal to two thousand (2,000) compensated hours.

3552 **C. Retiree Medical HRA Rules of Application For Category 1 and 2 Employees**

3553 **1. Access to HRA for Category 1 and 2 Employees**

3554 A retiree may access the Retiree Medical HRA for reimbursement of IRS-approved expenses (with limitations described in sections B and C below) upon attainment of age sixty-five (65). A retiree who becomes Medicare-eligible prior to age sixty-five (65) may access the Retiree Medical HRA prior to age sixty-five (65).

3555 **2. HRA Reimbursements for Category 1 and 2 Employees in a Kaiser Permanente Service Area Limited to KPSAP**

3556 For a retiree residing within the Kaiser Permanente Service Area, reimbursements shall be limited to the KPSAP (or other plans offered by Kaiser Foundation Health Plan) coverage costs, consisting of premiums in excess of the Medical Subsidy and deductibles or copayments required for covered services under KPSAP (or other plans offered by Kaiser Foundation Health Plan).

3557 **3. HRA Reimbursements for Category 1 and 2 Employees outside of Kaiser Permanente Service Area**

3558 A retiree residing outside the Kaiser Permanente Service Area may receive Retiree Medical HRA reimbursements for any Medicare supplemental plan costs, consisting of Medicare supplemental plan premiums in excess of the Medical Subsidy, and Medicare supplemental plan deductibles or copayments, based on guidelines issued by the Internal Revenue Service.

3559 **4. Cases in Which a Domestic Partner Is Unable to Access the HRA**

3560 To the extent the Retiree Medical HRA mechanism is not available for a retiree's domestic partner, due to federal tax limitations, this paragraph shall apply. If an eligible retiree has an eligible domestic partner who is not a dependent as defined in the Internal Revenue Code, one-third (1/3) of the amount that otherwise would be allocated to the Retiree Medical HRA will instead be paid out in cash to the retiree within ninety (90) days of the later of the date the retiree attains age sixty-five (65) or separates from service. The amount described in this section shall, in no event, be paid later than the end of the applicable calendar year (or the 15th day of the third month after the applicable event, if later).

3561 **5. HRA Availability in Case of Category 1's or Category 2's Death**

3562 In the event of a retiree's death, any balance in the Retiree Medical HRA will be available for the benefit of the retiree's surviving spouse. The surviving spouse may access the Retiree Medical HRA for reimbursement of eligible medical expenses, subject to the same Retiree Medical HRA Rules of Application in subsections C 2 and C 3 above, when the retiree would have been eligible to access the HRA. Any balance in the Retiree Medical HRA will remain available until remarriage or death.

3563 **Section 4 – Category 3 Retiree Medical Program – Benefit for Disabled Employees on or After January 1, 2017**

3564 A. **Category 3 Definition – Disabled Employee.**

3565 1. **Disabled Employees Hired Prior to January 1, 2017**

3566 An active employee who was hired before January 1, 2017, and who is eligible for Employer-paid health benefits as an active employee, who retires (separates from service) on or after January 1, 2017, after becoming disabled, and who has at least ten (10) years or more of Service and who is eligible for disability benefits under Title II of the Social Security Act.

3567 2. **Disabled Employees Hired On or After January 1, 2017**

3568 An active employee who was hired on or after January 1, 2017, who is eligible for Employer-paid health benefits as an active employee, who retires (separates from service) on or after January 1, 2017, after becoming disabled, and who has at least fifteen (15) or more years of Service and who is eligible for disability benefits under Title II of the Social Security Act.

3569 3. **Years of Service Determination of Category 3's Eligibility for Retiree Medical Program**

3570 For the purpose of determining an employee's eligibility under Category 3, a year of Service is defined as one thousand (1,000) compensated hours or, if more favorable, as otherwise defined under the rules existing prior to January 1, 2017, prorated as applicable. On or after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable.

3571 B. **Retiree Medical Program "Medical Subsidy" For Category 3 Disabled Employees**

3572 1. **Amount of Medical Subsidy for Category 3 Disabled Employees**

3573 A Category 3 disabled retiree shall be entitled to a Medical Subsidy equal to the greater of \$122.99 per month or the monthly premium of the highest cost individual Southern California Region Kaiser Permanente Senior Advantage ("KPSA") or its successor as of

January 1, 2024. After 2024, the Medical Subsidy shall increase by three percent (3%) each year.

3574 2. Coverage Available to a Category 3 Employee and His/Her/Their Dependents

3575 a. Unless the Category 3 disabled retiree also meets the requirements in Category 1, a Category 3 disabled retiree's spouse or eligible domestic partner shall not receive a Medical Subsidy.

3576 b. The Category 3 disabled retiree's eligible children shall be covered under the active employee plan in effect at the time services are received. The active medical plan for disabled dependent children does not continue past age twenty-six (26) in the event of a Category 3 retiree's death.

3577 c. Before Medicare becomes effective, a Category 3 disabled retiree shall be covered under the active employee plan in effect at the time services are received until Medicare becomes effective.

3578 d. If the Category 3 disabled retiree also meets the requirements in Category 1, the Category 3 disabled retiree's spouse/domestic partner and eligible children also shall be covered under the active employee plan in effect at the time services are received until Medicare becomes effective.

3579 e. The same rules of application for Category 1 employees regarding the Retiree Program "Medical Subsidy" shall also apply to Category 3, disabled employees.

3580 3. Retiree Medical Program Employer Allocation to Health Reimbursement Account For Category 3 Disabled Employees

3581 A Category 3 disabled employee will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of fifteen thousand dollars (\$15,000) or one thousand dollars (\$1,000) per year of Service based on a 1,000-hour compensated year, prorated as applicable, or as otherwise then defined prior to January 1, 2017, if more favorable. A Category 3 disabled employee who retires on or after January 1, 2020 through December 31, 2024, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of fifteen thousand dollars (\$15,000) or two thousand dollars (\$2,000) per year of Service based on a 1,000-hour compensated year, prorated as applicable, or as otherwise then defined prior to January 1, 2017, if more favorable. A Category 3 disabled employee who retires on or after January 1, 2025, will receive an Employer allocation to an unfunded Retiree Medical HRA at the time of retirement (separation from service) in the amount equal to the greater of thirty seven thousand five hundred dollars (\$37,500) or two thousand five-hundred dollars (\$2,500) per year of Service based on a 1,000-hour compensated year, prorated as applicable, or as otherwise then defined prior to January 1, 2017, if more favorable. On or

after January 1, 2017, a year of Service is equal to two thousand (2,000) compensated hours, prorated as applicable.

3582 *A Category 3 employee who retires on and after January 1, 2022, and on or before December 31, 2024, will receive an allocation to the HRA equal to \$10,000 when the retiree reaches age eighty-five (85). Category 3 employees who retire on and after January 1, 2025 will receive an allocation to the HRA equal to \$15,000 when the retiree reaches age eighty-five (85).*

3583 The Retiree Medical HRA Rules of Application above for Category 1 and 2 employees shall also apply to Category 3 Disabled employees.

3584 **Section 7 – Plan Documents**

3585 Coverage, limitations and exclusions of the foregoing Health and Welfare plans for retirees are established and governed by the Employer’s service agreements with the respective providers and insurance carriers, and Plan Documents.

3600 **ARTICLE 36 – LEAVES OF ABSENCE**

3601 **Section 1 - Unpaid Leaves of Absence**

3602 A. **Eligibility**

3603 A Full-time and Part-time employee must have at least six (6) months of employment in order to be eligible for a leave of absence without pay. The six-month eligibility requirement is waived for purposes of Military Leave, for Medical Leave of Absence in cases of disabilities related to pregnancy, or Occupational Injury or Illness Leave.

3604 B. **Written Requests for a Leave of Absence**

3605 An employee’s request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request.

3606 C. **Conformity to Laws and Regulations.**

3607 No provision of this Article shall be deemed a waiver of any right or privilege an employee is entitled to under Federal, State or local law or regulation.

3608 D. Federal Family and Medical Leave Act/California Family Rights Act

3609 1. Employer Compliance

3610 The Employer will comply with the provisions of the California Family Rights Act (CFRA) and with the provisions of the Federal Family and Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the Pregnancy Disability Leave Regulations (PDL).

3611 2. Duration of Leave

3612 In determining the maximum duration for FMLA/CFRA Leave and other leaves taken for FMLA/CFRA Leave purposes, the two types of leaves will run concurrently, except that leaves taken for a purpose not covered by the CFRA will not exhaust the employee's entitlement to additional leave pursuant to the CFRA. A Personal Leave of Absence for situations covered by FMLA/CFRA Leave will not be considered until the maximum duration of the FMLA/CFRA Leave has been exhausted.

3613 3. Benefits Continuation While on Family and Medical Leave/Pregnancy Disability (FMLA/CFRA)

3614 Health Plan, Dental Plan and Alternate Mental Health coverage will be continued at Employer expense for the entire duration of an approved FMLA or Pregnancy Disability Leave. Employer-paid Group Life Insurance, Earned Time Off and Extended Sick Leave accruals will continue for one month following commencement of the unpaid leave. If the unpaid portion of the FMLA/CFRA/Pregnancy Disability Leave is longer than 60 days, the Leave Accrual Date will be adjusted beginning with the 31st day of the unpaid leave. An employee who exchanged benefits for ACP participation shall not have coverage or accruals during the Family Leave. If an employee elects to continue employee-purchased Optional Life Insurance, during the unpaid portion of FMLA/CFRA/Pregnancy Disability leave, he/she/they must make arrangements to continue paying for this benefit.

3615 E. Personal Leave

3616 1. At the Discretion of the Employer

3617 Leaves of absence without pay for emergency situations and/or personal reasons may be granted to employees at the discretion of the Employer. Such leaves of absence shall not be in excess of thirty (30) days but may be extended beyond that time.

3618 2. Benefits Continuation While on a Personal Leave

3619 Health Plan Coverage (including Alternate Mental Health), dental coverage and Employer-paid group life insurance during an authorized leave of absence will be paid by the Employer for a period not to exceed thirty (30) days, provided three (3) calendar months elapse between incidents of application. An employee on a Personal Leave is eligible for

benefit accruals of accrued Earned Time Off and Extended Sick Leave for one (1) month. An employee who exchanged benefits for ACP participation shall not have coverage or accruals during the Personal Leave. An employee may also extend any employee-purchased coverage at his/her/their own expense.

3620 3. Health Plan for Personal Leaves Exceeding Thirty (30) Days

3621 If an approved Personal Leave of Absence continues for more than 30 days, an employee may continue the Health Plan and other coverage at his/her/their own expense.

3622 F. Medical Leave

3623 1. Duration of Leave

3624 Medical leaves of absence without pay for non-work-related medical disabilities, including conditions related to pregnancy, shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability. Medical leaves of absence shall not normally exceed one hundred twenty (120) calendar days for those employees with less than three (3) years of service and one (1) year for employees with three (3) or more years of service. If an employee is also eligible for FMLA/CFRA/Pregnancy Disability Leave, the FMLA/CFRA/Pregnancy Disability Leave and the Medical Leave will run concurrently in determining the maximum Medical Leave of Absence.

3625 If an employee takes a Medical Leave of Absence, returns to work and returns to a Medical Leave of Absence within ninety (90) days, the leave is treated as one continuous leave subject to the maximum limit.

3626 If an employee takes a Medical Leave of Absence, returns to work for a period of at least ninety (90) days, then returns to a Medical Leave of Absence, the leave is treated as a new leave subject to the maximum limit.

3627 2. Waiving of Extended Sick Leave (ESL) Usage

3628 For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to the exhaustion of ESL if ESL usage is waived.

3629 3. Use of Earned Time Off (ETO)

3630 An employee who is on a Medical Leave of Absence may still request to use any accrued ETO hours, provided the request is made fourteen (14) days prior to utilizing any accrued ETO hours. A request to immediately elect to use all or a portion of accrued and unused ETO hours must be made fourteen (14) days prior to the exhaustion of ETO. ETO hours requested after the commencement of a Medical Leave may provide additional income only; leave duration dates are not extended or changed.

3631 **4. Return to Work**

3632 If an employee is unable to return to work by the date specified by the physician, he/she/they will be required to furnish another certification setting forth the new anticipated return date.

3633 An employee who exhausts the allowed maximum period for a Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.

3634 A Medical Leave of Absence will expire in less than the maximum period, once the employee is released to return to work by his/her/their physician and can perform his/her/their pre-disability job with or without reasonable accommodation.

3635 An employee on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

3636 **5. Benefits Continuation While on a Medical Leave**

3637 Health Plan (including vision, mental health services and prescription drugs), Dental Plan, Alternate Mental Health, and Employer-paid Life Insurance shall continue at Employer expense for the entire duration of an approved Medical Leave, up to the maximum period of an approved Medical Leave of Absence, provided three (3) calendar months elapse between incidents of application. Employees on a Medical Leave are eligible for benefit accruals of ETO and Extended Sick Leave for one (1) month. An employee who exchanged benefits for ACP participation shall not have coverage or accruals during the Medical Leave.

3638 If the Employer allows an employee to remain on unpaid leave beyond the one hundred twenty (120) day or one (1) year maximum Medical Leave of Absence, the employee may continue the Health Plan and other benefits coverage at his/her/their own expense.

3639 **G. Occupational Injury or Illness Leave**

3640 **1. Eligibility**

3641 Commencing on the first day of employment, for those absences covered by Workers' Compensation, an employee will be eligible for an Occupational Injury or Illness Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician(s) up to a maximum of two (2) years.

3642 **2. Use of ESL and ETO**

3643 An Occupational Injury or Illness Leave of Absence shall commence after the exhaustion of ESL hours, and if elected, immediately-converted ETO hours. An Occupational Injury or Illness Leave of Absence may also commence prior to exhaustion of ESL hours if the employee elects not to use ESL hours or waives Workers' Compensation integration. Prior to the commencement of the Occupational Injury or Illness Leave of Absence, an employee may request to elect ETO hours to delay the commencement of an Occupational Injury or Illness Leave of Absence. An employee must submit such requests fourteen (14) days prior to exhaustion of Sick Leave. ETO hours will be credited in forty (40) hour increments.

3644 **3. Duration**

3645 The Occupational Injury or Illness Leave will expire in less than two (2) years if the employee is no longer disabled and can perform his/her/their pre-disability job or a comparable job, within the meaning of the California Workers' Compensation Act, with or without a reasonable accommodation. If there is uncontroverted medical evidence that an employee is permanently disabled and cannot perform his/her/their pre-disability job with or without reasonable accommodation, the Occupational Injury or Illness Leave will expire after exhaustion of the unsuccessful job search process (generally ninety (90) days).

3646 **4. Return to Work**

3647 The Employer will place an employee released to return to work from an Occupational Injury or Illness Leave without medical restrictions in his/her/their former or comparable position at his/her/their regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the employee actively returns to work.

3648 The Employer will place an employee released to return to work from an Occupational Injury or Illness Leave on a temporarily restricted basis in his/her/their usual job classification, at his/her/their regular rate of pay, provided the employee can perform the essential functions of the job, with reasonable accommodations. In situations where an employee is released to return to work on a temporarily restricted basis, but is unable to return to his/her/their usual job classification because of the medical restrictions, the employee will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his/her/their usual job, at his/her/their regular rate of pay. Any such temporarily modified duty assignment will not exceed ninety (90) days.

3649 The Employer will place an employee released to return to work from an Occupational Injury or Illness Leave on a permanently restricted basis in his/her/their usual job classification, at his/her/their regular rate of pay, provided the employee is capable of performing the essential functions of the job, with or without reasonable accommodation. If, after engaging in the interactive process, as that term is defined in Title 2 of the California Code of Regulations, section 7293.6(j), it is determined that the employee is

unable to perform his/her/their job, with or without reasonable accommodation, the employee will have the opportunity to bid on any job vacancy that he or she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Injury or Illness Leave will expire at the end of the job search process: either upon the employee's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Injury and Illness Leave shall be extended throughout any period of temporary disability.

3650 Occupational Injury or Illness Leave of Absence shall be extended throughout any period of temporary disability or permanent disability for a period not to exceed ninety (90) days after the employee has been awarded a permanent disability by the Workers' Compensation Appeals Board.

3651 Upon release from the treating physician(s) for an Occupational Injury or Illness Leave, the Employer may request that the employee provide a return-to-work authorization containing the name of the physician, physician's signature, clarification of any functional limitations, and date released to return to work, in sufficient time to allow the Employer to make an appropriate determination of the jobs the employee can perform, and the need for reasonable accommodation, if any.

3652 **5. Benefits Continuation While on a Occupational Injury or Illness Leave**

3653 Health Plan Coverage (including vision and mental health services and prescription drugs), Dental Plan and Employer-paid Group Life Insurance Coverage will be continued at Employer expense up to the maximum period of an approved Occupational Leave of Absence. An employee may also extend any employee-purchased coverage at his/her/their or own expense.

3654 If the Employer allows an employee to remain on unpaid leave beyond the two-year maximum Occupational Injury or Illness Leave of Absence, the employee may continue the Health Plan and other coverage at his/her/their own expense.

3655 An employee participating in the ACP shall not have benefits continuation during the Occupational Injury or Illness Leave of Absence.

3656 **H. Parental Leave**

3657 Parental Leaves of absence without pay shall commence on the date of arrival of a natural or adopted child. In the case of a natural child, such leave may commence thirty (30) days prior to the expected arrival date. Parental Leaves will not extend beyond sixty (60) days from the date of arrival of the child.

3658 **I. Personal Time Off**

3659 An employee may request personal time off without pay for up to a maximum of five (5) calendar days. In determining whether such request shall be granted, the Employer shall

consider the reason(s) for the request and the potential impact upon the operation of the facility.

3660 J. Military Leave

3661 An employee will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statutes.

3662 The Employer agrees that an employee on an extended military duty will have his/her/their ETO, ESL and other benefits restored upon reinstatement in accordance with the applicable statutes.

3663 In those cases where an employee is in a reserve status and serve an annual two-week commitment, an employee may request and receive ETO pay, for a Military Leave of Absence. Prior to granting of Military Leave or ETO as referred to herein, the Employer may require an employee to submit a copy of the appropriate military orders.

3664 The Employer shall accord to each employee who applies for reemployment, after conclusion of his/her/their military service, such reemployment rights as he/she/they shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.

3665 K. Leave of Absence, Notice of Intent to Return

3666 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. However, a notice of two (2) weeks must be given by an employee to his/her/their Supervisor as a condition of reinstatement to a position. Such employee shall be reinstated to his/her/their former or comparable position in which he/she/they were employed prior to the leave of absence, unless conditions have changed to the extent that it is not possible to do so. In such a case, the Employer will place him/her/them in a position that is reasonably comparable to her/his/their original position with respect to hours, wages, benefits, etc. Additionally, the Employer will give such an employee consideration for placement into a like position when comparable vacancies occur.

3667 L. Leave of Absence Leave Accrual Date

3668 A leave of absence for sixty (60) days or less will not affect the Leave Accrual Date. A leave of absence of sixty-one (61) days or more will be deducted in its entirety from the Leave Accrual Date. An employee on an unpaid leave of absence is eligible to accrue Earned Time Off and Extended Sick Leave hours for a maximum of one month. An Occupational Leave of Absence, or a Military Leave shall not affect the Leave Accrual Date.

3700 **ARTICLE 37 – EDUCATIONAL LEAVE**

3701 The Employer recognizes that a significant commitment must be made to the training and education of the workforce.

3702 A. **Eligibility**

3703 Upon completion of one (1) year of service, each Full-time employee will earn paid Educational Leave at the rate of five (5) days per year (forty [40] hours). Upon completion of one (1) year of service, each Part-time employee who is regularly scheduled to work a minimum of twenty (20) hours per week will earn prorated Educational Leave.

3704 B. **Provisions**

3705 Paid Educational Leave may be used on an employee's scheduled workday or day off. Education leave taken on other than scheduled workdays will be paid at straight time.

3706 Educational Leave must be approved in advance by the Chief of Service and/or the Department Administrator and may be taken in full days or in hourly increments. Educational Leave may be cumulative for a two (2) year period, up to a maximum of ten (10) days for full-time employees and six (6) days for a part-time employee scheduled twenty (20) hours or more per week.

3707 Requests for such leave shall be made in writing setting forth the details, i.e., dates, hours, subject, facility and purpose. An employee must furnish evidence of attendance to the Employer following completion of the course/program.

3708 When combining Educational Leave with Earned Time Off, if the time-off is granted, the Educational Leave hours will be supplemented with Earned Time Off hours to a maximum equal to the employee's total hours per week.

3709 If an employee takes an education day on a regularly scheduled workday, he/she/they may use the same number of educational leave hours as his/her/their scheduled workday.

3710 Educational leave can be used for home study courses. An employee may use educational leave hours for the total number of educational units awarded plus additional study or preparation time. Educational Leave can be used for studying for Licensing Exams for Associates or for studying for Board Certification Exams for Psychologists.

3711 C. **Education In-Service Programs**

3712 The Employer may provide in-service education programs, and where attendance is mandatory, the employee will be paid as time worked.

3713 Facilities may elect to provide on-site in-service or educational programs. Attendance at such will be voluntary and pay for attending will be deducted from the employee's Educational Leave account.

3714 All Areas will be encouraged to establish education committees consisting of Union and Management representatives. These committees will serve to address the educational needs of staff promoting quality patient care.

3715 At the employee's request, voluntary attendance at Regional Symposia may be deducted from the employee's Educational Leave account.

3716 D. **Employer Required Educational Programs**

3717 If an employee is directed by the Employer, in writing, to attend a designated course, she/he/they shall be reimbursed for course-related expenses and fees. Such expenses and fees must be approved in advance by her/his/their respective Chief of Service and Area Administrator. The employee will be paid as time worked.

3718 E. **Educational Unpaid Leave**

3719 Incidental unpaid time off for the purpose of attending educational programs shall be given consideration and may be granted at the sole discretion of the Employer.

3720 F. **Tuition Reimbursement**

3721 Full-time and Part-time employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth in the Employer's policy. Tuition reimbursement may be used in conjunction with education leave by employees for courses to obtain or maintain licensure, degrees, and certification. Tuition reimbursement dollars may also be used for basic skills programs (e.g., computer, basic math, second language and medical terminology courses). In accordance with the Tuition Reimbursement Policy in Southern California, tuition and continuing education reimbursement is offered at \$3,000 per calendar year for all benefit eligible employees scheduled to work twenty (20) hours per week or more and who have been employed for at least ninety (90) days. Of the overall total annual reimbursement, employees may submit up to one thousand dollars (\$1000) for travel, room/lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education in order to advance skills and obtain or maintain position-required licensure, or certification, provided they are taken at an accredited institution, professional society, or governmental agency. This shall include obtaining required licensure for a position.

3722 Travel reimbursement is not available for college undergraduate or graduate degree programs.

3800 **ARTICLE 38 – JURY DUTY AND SUBPOENAS**

3801 **Section 1 – Pay for Jury Duty**

3802 Employees shall receive paid leave for jury duty for duration of such service.

3803 There will be no offset to employees’ pay or collection of jury duty pay provided by the courts.

3804 **Section 2 – Judicial Procedure Arising out of Employment**

3805 Employees required to report for jury services or subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work. It is intended that both full and part-time employees will not suffer a loss of compensation for participation in jury services/qualifying appearances. For example, the employee may, with the agreement of the Employer work a shift or partial shift(s) in addition to time spent on jury services/qualifying appearances and shall be compensated for the additional time at the regular rate. Schedules will be modified by mutual agreement to minimize disruption of patient care and to avoid undue burden on the employee.

3806 **Section 3 – Scheduling During Jury Duty**

3807 Full-time employees, in the absence of mutual agreement, as outlined above, will be scheduled day shift hours on weekdays for a maximum of eight (8) hours per day. When a Full-time employee is released from jury service/qualifying appearance in sufficient time to return to work for a minimum of four (4) hours, she/he/they shall be required to do so.

3808 **Section 4 – Part-time Employees**

3809 Part-time employees shall receive pay for the number of hours regularly scheduled on the day of the jury service/qualifying appearance, for a maximum of eight (8) hours per day. In the event the Part-time employee is regularly scheduled to work more than eight (8) hours on the day of the jury service/qualifying appearance, then the schedule will be modified by mutual agreement. In the absence of such mutual agreement, the employee will return to work if the release time from jury service/qualifying appearance permits a minimum of four (4) work hours.

3900 **ARTICLE 39 – BEREAVEMENT LEAVE**

3901 **Section 1 – Eligible Employees Defined**

3902 Beginning the first day of the month after date of hire, health and welfare benefit-eligible employees are eligible for Bereavement Leave, unless the Bereavement Leave has been waived by participation in the Alternate Compensation Program.

3903 Section 2 – Provisions

3904 Eligible employees shall be granted up to five (5) days Bereavement Leave upon the death of their spouse/domestic partner, the employee's immediate family members or the spouse's/domestic partner's immediate family members. Three (3) of the five (5) days will be paid and for the remaining two (2) days, the employee will have the option of using ETO or going unpaid. Immediate family members are defined as:

- Parent/Step Parent/Parent In-Law/Step Parent In-Law/In loco Parentis
- Child/Step Child/Child In-Law/In loco Parentis Child/Legal Ward/Foster Child/Adopted Child/Step Child In-Law
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law
- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent/Grandparents In-Law
- Grandchildren/Step Grandchildren/Grandchildren In-Law
- Relative living in same household

3905 Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

3906 Eligible employees are paid Bereavement Leave for regularly scheduled days and hours.

3907 Section 3 – Travel Provisions

3908 Eligible employees will be allowed to take the additional two (2) days noted in Section 2 above as paid time without the use of PTO when traveling three hundred (300) miles or more one way from employees' residences to attend funeral or memorial services.

3909 Section 4 – Additional Time

3910 Upon the death of eligible employees' spouse/domestic partner, parent or child, an additional seven (7) calendar days of Earned Time Off (ETO) or unpaid leave may be granted upon request. Employees may substitute Bereavement Leave when a death covered above occurs during the use of ETO, Extended Sick Leave or other paid leave time.

3911 Section 5 – Non-Immediate Family Bereavement

3912 When a request is made for time off following a significant death not covered by Bereavement Leave, such request will not be unreasonably denied.

3913 **Section 6 – Employer Guidelines**

3914 Bereavement Leave will be administered in accordance with the Employer’s guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

4000 **ARTICLE 40 – REGIONAL PROFESSIONAL PRACTICE IMPROVEMENT COMMITTEE AND REGIONAL PROFESSIONAL PRACTICE STEERING COMMITTEES**

4001 A. **Professional Practices Improvement Steering Committee**

4002 1. **Composition**

4003 The Standing Regional Professional Practice Improvement Committee will be composed of four (4) management representatives appointed by the Employer and an equal number of bargaining unit employees, selected by the Union from a cross section of behavioral health specializations. There will be Union and Management co-chairs who will develop agendas for quarterly meetings of the Standing Committee. The Standing Committee will meet quarterly or more often by mutual agreement.

4004 2. **Representation by the Union Representative and Kaiser Labor Relations**

4005 A Union representative and Kaiser Labor Relations representative may participate in the Steering Committee.

4006 3. **Represented Areas May Include:**

- Behavioral Health (e.g. Addiction Medicine, Psychiatry, ADAPT, Psychiatric Registered Nurses)
- Social Medicine
- Care at Home

4007 **4. Regional Professional Practice Improvement Steering Committees (RPPISC)**

Within sixty (60) days of ratification of this Agreement, Regional Professional Practice Improvement Committee will establish the Professional Practice Improvement Steering Committees and charters for each of the following groups:

- Behavioral Health (e.g. Addiction Medicine, Psychiatry, ADAPT, Psychiatric Registered Nurses)
- Social Medicine
- Care at Home

4008 Each Regional Professional Practice Improvement Steering Committee (RPPISC) will be comprised-of the following: equal number of management representatives appointed by the Employer and bargaining unit employees, selected by the Union.

- Behavioral Health: 4 Management, 4 Labor
- Social Medicine: 2 Management, 2 Labor
- Care at Home: 2 Management, 2 Labor

Each RPPISC will have Union and Management co-chairs who will develop agendas for each meeting. Meetings will be held two times (2x) per quarter for two (2) hours per session.

4009 3. **Ad Hoc Committees**

4010 Upon Mutual agreement, the Steering Committee will charter ad hoc Professional Practice Improvement Committees to address the objectives delineated in Section B Objectives of the Committee. The charter for any Professional Practice Improvement Committee will include the area of focus, specific deliverables, timelines for completion, and the number and necessary representatives from the list below.

4011 4. **Meetings**

4012 The RPPIC and the Steering Committees will meet, depending on logistics and efficiency of time, face to face or by interactive Webinar.

4013 Committee Objectives

1. Regional Professional Practice Improvement Committee Objectives include:

 - a. Oversee RPPISC maintains focus on key organizational objectives
 - b. Ensure RPPISC provides adequate support for LPPC
 - c. Provides guidance/recommendations to the RPPISC co-chairs

2. Regional Professional Practice Improvement Steering Committees (RPPISC) Objectives include:

 - a. Develop recommendations to maintain and enhance professional practice;
 - b. Develop recommendations to meet key organization objectives;
 - c. Develop recommendations and discuss strategies for improving the quality of patient care. Recommendation and strategies may include quality matrix, use of clinical outcomes tools, clinical case review practices, treatment plans, duration of treatment and utilization of multiple treatment modalities;
 - d. Develop recommendations and strategies for improving the quality of service to patients. Recommendations may include strategies for addressing “Member Concerns” and “Patient Satisfaction”;

- e. Develop recommendations for improving patient access. Recommendations may include strategies on how to reduce Net Loss, forecast staffing needs for patient demands and address workflow efficiencies within a department; and
- f. Additional subjects/topics as requested and mutually agreed upon by the parties.

4014 **C. Committee Procedures**

4015 The RPPIC and the Steering Committees will have the right to establish their own rules and procedures. However, the duties and functions of these committees shall not abridge any rights the employee or Employer has under the Collective Bargaining Agreement.

4016 **D. Information for Work of the Committee**

4017 The Employer and employees will provide relevant information to the applicable chartered Committee so that they can accomplish objectives.

4018 **E. Local Work Groups**

4019 Departments covered by this Agreement will establish their own Local Professional Practice Improvement Committees (LPPICs), subject to guidelines established by the Regional Professional Practices Improvement Steering Committee (RPPISC). All committee members will be offered training in Interest Based Problem Solving and Consensus Decision Making.

4020 **F. Compensation for Attendance at Committee Meetings**

4021 Employees attending any of the committees covered by this Article will have no reduction in pay as a result of their participation in meetings.

4100 **ARTICLE 41 – CONFORMITY TO LAW**

4101 If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of this Agreement shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating only the provision(s) so invalidated.

4200 **ARTICLE 42 – GENERAL BENEFIT COVERAGE PROVISIONS**

4201 The language in this Agreement is intended to provide a summary of the benefits available. A more detailed description is provided in the Employees Benefit Handbook/Summary Plan Description.

4202 Disputes are governed by the Employer’s contract with the insurance companies or the Retirement Plan Document. Coverage, limitations and exclusions of the foregoing Health Plan, Dental Plan, Life Insurance Plan, Disability Plan and Pension Plan are established by

the Employer's agreements with the insurance carriers, Service Agreements with providers or the Pension Plan documents.

4300 ARTICLE 43 – DURATION OF AGREEMENT

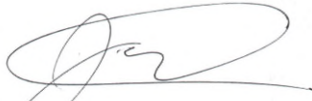
4301 This Agreement shall become effective October 1, 2024, and shall remain in effect through September 30, 2028. It shall continue from year to year thereafter unless amended, modified, changed or terminated.

4302 Either Party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.

4303 Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

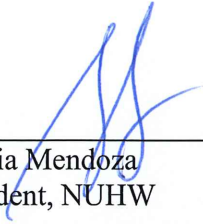
SOUTHERN CALIFORNIA REGION
Kaiser Foundation Hospitals
Southern California Permanente Medical Group

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on May 8, 2025.

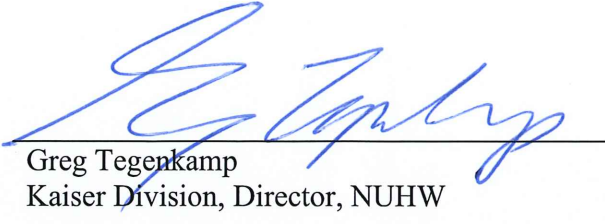
 _____ Jeremy Lyon Director, Labor Relations	_____ /S/ Tracey Bush Tracey Bush
_____ /S/ Marcel Delhommeau Marcel Delhommeau	_____ /S/ Elizabeth Hamilton Elizabeth Hamilton
_____ /S/ Michelle Gaskill-Hames Michelle Gaskill-Hames	_____ /S/ Jessica Grimes Jessica Grimes
_____ /S/ Darin Tankersley Darin Tankersley	_____ /S/ Zabi Mansoor Zabi Mansoor
_____ /S/ Lea Jimenez Lea Jimenez	
_____ /S/ Janet Parsamyan Janet Parsamyan	
_____ /S/ Dawn Gillam Dawn Gillam	
_____ /S/ Erika Aguirre-Miyamoto Erika Aguirre-Miyamoto	
_____ /S/ Janell Eberly Janell Eberly	
_____ /S/ Harold Enriquez Harold Enriquez	
_____ /S/ Gabriela Herrera Gabriela Herrera	

**NATIONAL UNION OF HEALTH CARE WORKERS
KAISER PSYCH-SOCIAL CHAPTER**

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on May 8, 2025.



Sophia Mendoza
President, NUHW



Greg Tegenkamp
Kaiser Division, Director, NUHW

/S/ Mindy Rochlin
Mindy Rochlin

/S/ Jared Garcia
Jared Garcia

/S/ Olivia Aguirre
Olivia Aguirre

/S/ William Johnson
William Johnson

/S/ Michelle Cuevas
Michelle Cuevas

/S/ Gena Porter
Gena Porter

/S/ Adriana Webb
Adriana Webb

/S/ Elizabeth Meza
Elizabeth Meza

/S/ Blanca Nazareth
Blanca Nazareth

/S/ Elizabeth White
Elizabeth White

/S/ Ben Quirarte
Ben Quirarte

/S/ Jim Clifford
Jim Clifford

/S/ Jessica Rentz
Jessica Rentz

/S/ Kassandra Gutierrez-Thompson
Kassandra Gutierrez-Thompson

/S/ Jennifer Swinford
Jennifer Swinford

/S/ Christion Reeves
Christion Reeves

APPENDIX A – SCHEDULE OF RATES: WAGES

**PAY ID MASTER
UNION CODE B11
NUHW - PSYCH-SOCIAL WORKERS, (EXCEPT SAN DIEGO)
BASE**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01	05	08	09	10	11	12	13	16	21	26	31	
			STEP 1 START	STEP 2 1 YEAR	STEP 3 2 YEAR	STEP 4 3 YEAR	STEP 5 4 YEAR	STEP 6 5 YEAR	STEP 7 6 YEAR	STEP 8 7 YEAR	STEP 9 10 YEAR	STEP 10 15 YEAR	STEP 11 20 YEAR	STEP 12 25 YEAR	
CDRC III	16565		44.517	46.749	49.086	51.545	54.123	56.828	59.673	62.660	64.542	67.125			
CDRC III-PT/Hrly	62013	5/12/2025	46.965	49.320	51.786	54.380	57.100	59.954	62.955	66.106	68.092	70.817			
CDRC III -M	65337	10/13/2025	49.548	52.033	54.634	57.371	60.241	63.251	66.418	69.742	71.837	74.712			
CDRC III-M PT/Hrly	62014	10/27/2025	49.548	52.033	54.634	57.371	60.241	63.251	66.418	69.742	71.837	74.712	76.206	77.730	
BEHAVL HLTH NRS CASE MGR	66522	10/12/2026	52.025	54.635	57.366	60.240	63.253	66.414	69.739	73.229	75.429	78.448	80.016	81.617	
BEHAVIORAL HEALTH CASE MGR -M	65335	10/11/2027	54.106	56.820	59.661	62.650	65.783	69.071	72.529	76.158	78.446	81.586	83.217	84.882	
Bhvl Hlth Cse Mgr-M-PT/Hrly	62017														
BEHAVIORAL HEALTH CASE MGR	66523														
Behavioral Health Case Mgr-PT/Hrly	62015														
PSYCHIATRIC SOCIAL WORKER	66536														
Psych Social Worker-PT/Hrly	65345														
PSYCHIATRIC SOCIAL WORKER -M	65336														
Psych Social Wkr-M-PT/Hrly	65346														
PSYCHIATRIC ASSOCIATE	66538														
CHILD DEVELOPMENT SPECIALIST	66552														
MEDICAL SOCIAL WKR III	66553														
MED SOCIAL WORKER 3 LCSW-PT/Hrly	65342														
PSYCHOLOGIST	66532		57.307	60.174	63.185	66.348	69.671	73.156	76.812	80.658	83.079	86.407			
PSYCHOLOGIST-PT/Hrly	62012	5/12/2025	60.459	63.484	66.660	69.997	73.503	77.180	81.037	85.094	87.648	91.159			
		10/13/2025	63.784	66.976	70.326	73.847	77.546	81.425	85.494	89.774	92.469	96.173			
		10/27/2025	63.784	66.976	70.326	73.847	77.546	81.425	85.494	89.774	92.469	96.173	98.096	100.058	
		10/12/2026	66.973	70.325	73.842	77.539	81.423	85.496	89.769	94.263	97.092	100.982	103.001	105.061	
		10/11/2027	69.652	73.138	76.796	80.641	84.680	88.916	93.360	98.034	100.976	105.021	107.121	109.263	
DEVELOPMENTAL PSYCHOLOGIST	62000		60.172	63.183	66.344	69.665	73.155	76.814	80.653	84.691	87.233	90.727			
Developmental Psychologist-PT/Hrly	62024	5/12/2025	63.482	66.658	69.993	73.497	77.178	81.039	85.089	89.349	92.030	95.717			
NEUROPSYCHOLOGIST	62001	10/13/2025	66.973	70.325	73.842	77.539	81.423	85.496	89.769	94.263	97.092	100.982			
Neuropsychologist-PT/Hrly	62025	10/27/2025	66.973	70.325	73.842	77.539	81.423	85.496	89.769	94.263	97.092	100.982	103.001	105.061	
(5% Above Psychologist Wage Scale)		10/12/2026	70.322	73.841	77.534	81.416	85.494	89.771	94.257	98.976	101.947	106.031	108.151	110.314	
		10/11/2027	73.135	76.795	80.636	84.673	88.914	93.362	98.028	102.936	106.025	110.272	112.477	114.726	
NEUROPSYCHOLOGIST (Certified)	62002		63.181	66.342	69.661	73.148	76.813	80.655	84.686	88.926	91.595	95.263			
Neuropsychologist-Certified-PT/Hrly	62026	5/12/2025	66.656	69.991	73.493	77.172	81.037	85.091	89.343	93.816	96.632	100.503			
(5% Above Neuropsychologist Wage Scale)		10/13/2025	70.322	73.841	77.534	81.416	85.494	89.771	94.257	98.976	101.947	106.031			
		10/27/2025	70.322	73.841	77.534	81.416	85.494	89.771	94.257	98.976	101.947	106.031	108.151	110.314	
		10/12/2026	73.838	77.533	81.411	85.487	89.769	94.260	98.970	103.925	107.044	111.333	113.559	115.830	
		10/11/2027	76.792	80.635	84.668	88.907	93.360	98.030	102.929	108.083	111.326	115.786	118.101	120.462	

**PAY ID MASTER
UNION CODE B11
NUHW - PSYCH-SOCIAL WORKERS, (EXCEPT SAN DIEGO)
BASE**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01	05	08	09	10	11	12	13	16	21	26	31
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
			START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	10 YEAR	15 YEAR	20 YEAR	25 YEAR
CDRC I	16564		35.558	37.347	39.233	41.198	43.262	45.424	47.698	50.083	51.587	53.652		
CDRC I-PT/Hrly	62019	5/12/2025	37.514	39.401	41.391	43.464	45.641	47.922	50.321	52.838	54.424	56.603		
Behavioral Health Care Coordinator	66534	10/13/2025	39.577	41.568	43.668	45.855	48.151	50.558	53.089	55.744	57.417	59.716		
Behavioral Health Care Coordinator-PT/Hrly	62018	10/27/2025	39.577	41.568	43.668	45.855	48.151	50.558	53.089	55.744	57.417	59.716	60.910	62.128
SocWkAssocPreTeachr	65359	10/12/2026	41.556	43.646	45.851	48.148	50.559	53.086	55.743	58.531	60.288	62.702	63.956	65.234
SocWkAssocPreTeachr-PT/Hrly	62022	10/11/2027	43.218	45.392	47.685	50.074	52.581	55.209	57.973	60.872	62.700	65.210	66.514	67.843
SocWkAssocOtrchCoord	65360													
SocWkAssocOtrchCoord-PT/Hrly	62021													
SocWkAssocMathEductr	65361													
SocWkAssocMathEductr-PT/Hrly	62020													
MED SOCIAL WORKER I	66546													
MED SOCIAL WORKER I-PT/Hrly	65343													
CDRC II	16562		40.370	42.402	44.535	46.766	49.106	51.570	54.141	56.853	58.562	60.907		
CDRC II-PT/HRLY	65355	5/12/2025	42.590	44.734	46.984	49.338	51.807	54.406	57.119	59.980	61.783	64.257		
PSYCHOLOGICAL ASSISTANT	36784	10/13/2025	44.932	47.194	49.568	52.052	54.656	57.398	60.261	63.279	65.181	67.791		
EDUCATIONAL THERAPIST	66540	10/27/2025	44.932	47.194	49.568	52.052	54.656	57.398	60.261	63.279	65.181	67.791	69.147	70.530
Educational Therapist-PT/Hrly	65347	10/12/2026	47.179	49.554	52.046	54.655	57.389	60.268	63.274	66.443	68.440	71.181	72.604	74.057
MEDICAL SOCIAL WORKER II	66548	10/11/2027	49.066	51.536	54.128	56.841	59.685	62.679	65.805	69.101	71.178	74.028	75.508	77.019
MED SOCIAL WORKER II-PT/Hrly	65341													
PSYCHIATRIC COUNSELOR	60135													
Psychiatric Counselor-PT/Hrly	62028													
MED SOCIAL WORKER II (ASW)	65356													
MED SOCIAL WORKER II - PT (ASW)	65358													
CLINICAL NURSE SPECIALIST	12782		55.918	58.722	61.658	64.753	67.990	71.393	74.966	78.714	81.075	84.321		
Clinic Nrs Spec - Psych-PT/Hrly	62023	5/12/2025	58.993	61.952	65.049	68.314	71.729	75.320	79.089	83.043	85.534	88.959		
PSYCHIATRIC NURSE COUNSELOR	56196	10/13/2025	62.238	65.359	68.627	72.071	75.674	79.463	83.439	87.610	90.238	93.852		
Psych Nurse Counselor-PT/Hrly	62027	10/27/2025	62.238	65.359	68.627	72.071	75.674	79.463	83.439	87.610	90.238	93.852	95.729	97.644
		10/12/2026	65.350	68.627	72.058	75.675	79.458	83.436	87.611	91.991	94.750	98.545	100.515	102.526
		10/11/2027	67.964	71.372	74.940	78.702	82.636	86.773	91.115	95.671	98.540	102.487	104.536	106.627
PSYCHIATRIC RN	56195		54.161	58.495	61.419	64.491	67.071	69.753	72.194	74.541	76.964	78.964		
Psychiatric RN-PT/Hrly_	65344	5/12/2025	57.140	61.712	64.797	68.038	70.760	73.589	76.165	78.641	81.197	83.307		
		10/13/2025	60.283	65.106	68.361	71.780	74.652	77.636	80.354	82.966	85.663	87.889		
		10/27/2025	60.283	65.106	68.361	71.780	74.652	77.636	80.354	82.966	85.663	87.889	89.647	91.440
		10/12/2026	63.297	68.361	71.779	75.369	78.385	81.518	84.372	87.114	89.946	92.283	94.129	96.012
		10/11/2027	65.829	71.095	74.650	78.384	81.520	84.779	87.747	90.599	93.544	95.974	97.894	99.852

**PAY ID MASTER
UNION CODE B11
NUHW - PSYCH-SOCIAL WORKERS, (EXCEPT SAN DIEGO)
PER DIEM**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01	05	08	09	10	11	12	13	16	21	26	31
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
			START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	10 YEAR	15 YEAR	20 YEAR	25 YEAR
CDRC III-PD	10003		53.420	56.099	58.903	61.854	64.948	68.194	71.608	75.192	77.450	80.550		
CDRC III -M-PD	65340	5/12/2025	56.358	59.184	62.143	65.256	68.520	71.945	75.546	79.327	81.710	84.980		
BEHAVL HLTH NRS CASE MGR	60041	10/13/2025	59.458	62.440	65.561	68.845	72.289	75.901	79.702	83.690	86.204	89.654		
BEHAVIORAL HEALTH CASE MGR -M-PD	65338	10/27/2025	59.458	62.440	65.561	68.845	72.289	75.901	79.702	83.690	86.204	89.654	91.447	93.276
BEHAVIORAL HEALTH CASE MGR-PD	60037	10/12/2026	62.430	65.562	68.839	72.288	75.904	79.697	83.687	87.875	90.515	94.138	96.019	97.940
PSYCHIATRIC SOCIAL WORKER-PD	60057	10/11/2027	64.927	68.184	71.593	75.180	78.940	82.885	87.035	91.390	94.135	97.903	99.860	101.858
PSYCHIATRIC SOCIAL WORKER -M-PD	65339													
PSYCHIATRIC ASSOCIATE	60053													
CHILD DEVELOPMENT SPECIALIST	60045													
MEDICAL SOCIAL WKR III-PD	60049													
PSYCHOLOGIST-PD	60061		68.768	72.209	75.822	79.618	83.605	87.787	92.174	96.790	99.695	103.688		
		5/12/2025	72.551	76.181	79.992	83.996	88.204	92.616	97.244	102.113	105.178	109.391		
		10/13/2025	76.541	80.371	84.391	88.616	93.055	97.710	102.593	107.729	110.963	115.408		
		10/27/2025	76.541	80.371	84.391	88.616	93.055	97.710	102.593	107.729	110.963	115.408	117.715	120.070
		10/12/2026	80.368	84.390	88.610	93.047	97.708	102.595	107.723	113.116	116.510	121.178	123.601	126.073
		10/11/2027	83.582	87.766	92.155	96.769	101.616	106.699	112.032	117.641	121.171	126.025	128.545	131.116
DEVELOPMENTAL PSYCHOLOGIST PD	62003		72.206	75.820	79.613	83.598	87.786	92.177	96.784	101.629	104.680	108.872		
NEUROPSYCHOLOGIST PD	62004	5/12/2025	76.178	79.990	83.992	88.196	92.614	97.247	102.107	107.219	110.436	114.860		
		10/13/2025	80.368	84.390	88.610	93.047	97.708	102.595	107.723	113.116	116.510	121.178		
		10/27/2025	80.368	84.390	88.610	93.047	97.708	102.595	107.723	113.116	116.510	121.178	123.601	126.073
		10/12/2026	84.386	88.609	93.041	97.699	102.593	107.725	113.108	118.771	122.336	127.237	129.781	132.377
		10/11/2027	87.762	92.154	96.763	101.608	106.697	112.034	117.634	123.523	127.230	132.326	134.972	137.671
NEUROPSYCHOLOGIST-Certified PD	62005		75.817	79.610	83.593	87.778	92.176	96.786	101.623	106.711	109.914	114.316		
		5/12/2025	79.987	83.989	88.192	92.606	97.244	102.109	107.212	112.579	115.958	120.604		
		10/13/2025	84.386	88.609	93.041	97.699	102.593	107.725	113.108	118.771	122.336	127.237		
		10/27/2025	84.386	88.609	93.041	97.699	102.593	107.725	113.108	118.771	122.336	127.237	129.781	132.377
		10/12/2026	88.606	93.040	97.693	102.584	107.723	113.112	118.764	124.710	128.453	133.600	136.271	138.996
		10/11/2027	92.150	96.762	101.602	106.688	112.032	117.636	123.515	129.700	133.591	138.943	141.721	144.554
CDRC I-PD	10007		42.670	44.816	47.080	49.438	51.914	54.509	57.238	60.100	61.904	64.382		
Behavioral Health Care Coordinator-PD	60071	5/12/2025	45.017	47.281	49.669	52.157	54.769	57.506	60.385	63.406	65.309	67.924		
MEDICAL SOCIAL WORKER I-PD	60067	10/13/2025	47.492	49.882	52.402	55.026	57.781	60.670	63.707	66.893	68.900	71.659		
		10/27/2025	47.492	49.882	52.402	55.026	57.781	60.670	63.707	66.893	68.900	71.659	73.092	74.554
		10/12/2026	49.867	52.375	55.021	57.778	60.671	63.703	66.892	70.237	72.346	75.242	76.747	78.281
		10/11/2027	51.862	54.470	57.222	60.089	63.097	66.251	69.568	73.046	75.240	78.252	79.817	81.412

**PAY ID MASTER
UNION CODE B11
NUHW - PSYCH-SOCIAL WORKERS, (EXCEPT SAN DIEGO)
PER DIEM**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01	05	08	09	10	11	12	13	16	21	26	31
			STEP 1 START	STEP 2 1 YEAR	STEP 3 2 YEAR	STEP 4 3 YEAR	STEP 5 4 YEAR	STEP 6 5 YEAR	STEP 7 6 YEAR	STEP 8 7 YEAR	STEP 9 10 YEAR	STEP 10 15 YEAR	STEP 11 20 YEAR	STEP 12 25 YEAR
CDRC II-PD	10011		48.444	50.882	53.442	56.119	58.927	61.884	64.969	68.224	70.274	73.088		
PSYCHOLOGICAL ASSISTANT	30016	5/12/2025	51.108	53.681	56.381	59.206	62.168	65.287	68.543	71.976	74.140	77.108		
EDUCATIONAL THERAPIST-PD	60075	10/13/2025	53.918	56.633	59.482	62.462	65.587	68.878	72.313	75.935	78.217	81.349		
MEDICAL SOCIAL WORKER II-PD	60079	10/27/2025	53.918	56.633	59.482	62.462	65.587	68.878	72.313	75.935	78.217	81.349	82.976	84.636
MED SOCIAL WORKER II - PD (ASW)	65357	10/12/2026	56.615	59.465	62.455	65.586	68.867	72.322	75.929	79.732	82.128	85.417	87.125	88.868
PSYCHIATRIC COUNSELOR-PD	60137	10/11/2027	58.879	61.843	64.954	68.209	71.622	75.215	78.966	82.921	85.414	88.834	90.610	92.423
CLINICAL NURSE SPECIALIST-PD	10015		67.102	70.466	73.990	77.704	81.588	85.672	89.959	94.457	97.290	101.185		
PSYCHIATRIC NURSE COUNSELOR-PD	50276	5/12/2025	70.792	74.342	78.059	81.977	86.075	90.384	94.907	99.652	102.641	106.751		
		10/13/2025	74.686	78.431	82.352	86.485	90.809	95.356	100.127	105.132	108.286	112.622		
		10/27/2025	74.686	78.431	82.352	86.485	90.809	95.356	100.127	105.132	108.286	112.622	114.875	117.173
		10/12/2026	78.420	82.352	86.470	90.810	95.350	100.123	105.133	110.389	113.700	118.254	120.618	123.031
		10/11/2027	81.557	85.646	89.928	94.442	99.163	104.128	109.338	114.805	118.248	122.984	125.443	127.952
PSYCHIATRIC RN-PD	50205		64.993	70.194	73.703	77.389	80.485	83.704	86.633	89.449	92.357	94.757		
		5/12/2025	68.568	74.054	77.756	81.646	84.912	88.307	91.398	94.369	97.436	99.968		
		10/13/2025	72.340	78.127	82.033	86.136	89.582	93.163	96.425	99.559	102.796	105.467		
		10/27/2025	72.340	78.127	82.033	86.136	89.582	93.163	96.425	99.559	102.796	105.467	107.576	109.728
		10/12/2026	75.956	82.033	86.135	90.443	94.062	97.822	101.246	104.537	107.935	110.740	112.955	115.214
		10/11/2027	78.995	85.314	89.580	94.061	97.824	101.735	105.296	108.719	112.253	115.169	117.473	119.822

**PAY ID MASTER
UNION CODE B14
NUHW - PSYCH SOCIAL WORKERS, SAN DIEGO
BASE**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01 STEP 1 START	05 STEP 2 1 YEAR	08 STEP 3 2 YEAR	09 STEP 4 3 YEAR	10 STEP 5 4 YEAR	11 STEP 6 5 YEAR	12 STEP 7 6 YEAR	13 STEP 8 7 YEAR	16 STEP 9 10 YEAR	21 STEP 10 15 YEAR	26 STEP 11 20 YEAR	31 STEP 12 25 YEAR
Behavioral Health Care Coordinator	62039		35.558	37.347	39.233	41.198	43.262	45.424	47.698	50.083	51.587	53.652		
Behavioral Health Care Coordinator-PT/Hrly	62040	5/12/2025	37.514	39.401	41.391	43.464	45.641	47.922	50.321	52.838	54.424	56.603		
		10/13/2025	39.577	41.568	43.668	45.855	48.151	50.558	53.089	55.744	57.417	59.716		
		10/27/2025	39.577	41.568	43.668	45.855	48.151	50.558	53.089	55.744	57.417	59.716	60.910	62.128
		10/12/2026	41.556	43.646	45.851	48.148	50.559	53.086	55.743	58.531	60.288	62.702	63.956	65.234
		10/11/2027	43.218	45.392	47.685	50.074	52.581	55.209	57.973	60.872	62.700	65.210	66.514	67.843
PSYCHOSOCIAL CLINICIAN I	66535		40.370	42.402	44.535	46.766	49.106	51.570	54.141	56.853	58.562	60.907		
PSYCHOSOCIAL CLINICIAN I-PT/Hrly	62035	5/12/2025	42.590	44.734	46.984	49.338	51.807	54.406	57.119	59.980	61.783	64.257		
PSYCHOSOCIAL COUNSELOR	66563	10/13/2025	44.932	47.194	49.568	52.052	54.656	57.398	60.261	63.279	65.181	67.791		
PSYCHOSOCIAL COUNSELOR-PT/Hrly	62037	10/27/2025	44.932	47.194	49.568	52.052	54.656	57.398	60.261	63.279	65.181	67.791	69.147	70.530
		10/12/2026	47.179	49.554	52.046	54.655	57.389	60.268	63.274	66.443	68.440	71.181	72.604	74.057
		10/11/2027	49.066	51.536	54.128	56.841	59.685	62.679	65.805	69.101	71.178	74.028	75.508	77.019
PSYCHOSOCIAL CLINICIAN II	66531		44.517	46.749	49.086	51.545	54.123	56.828	59.673	62.660	64.542	67.125		
PSYCH CLINICIAN II-PT/Hrly	65348	5/12/2025	46.965	49.320	51.786	54.380	57.100	59.954	62.955	66.106	68.092	70.817		
PSYCHOSOCIAL COUNSELOR II	66564	10/13/2025	49.548	52.033	54.634	57.371	60.241	63.251	66.418	69.742	71.837	74.712		
PSYCH COUNSELOR II-PT/Hrly	65349	10/27/2025	49.548	52.033	54.634	57.371	60.241	63.251	66.418	69.742	71.837	74.712	76.206	77.730
		10/12/2026	52.025	54.635	57.366	60.240	63.253	66.414	69.739	73.229	75.429	78.448	80.016	81.617
		10/11/2027	54.106	56.820	59.661	62.650	65.783	69.071	72.529	76.158	78.446	81.586	83.217	84.882
PSYCHOLOGIST	60063		57.307	60.174	63.185	66.348	69.671	73.156	76.812	80.658	83.079	86.407		
PSYCHOLOGIST-PT/Hrly	62033	5/12/2025	60.459	63.484	66.660	69.997	73.503	77.180	81.037	85.094	87.648	91.159		
		10/13/2025	63.784	66.976	70.326	73.847	77.546	81.425	85.494	89.774	92.469	96.173		
		10/27/2025	63.784	66.976	70.326	73.847	77.546	81.425	85.494	89.774	92.469	96.173	98.096	100.058
		10/12/2026	66.973	70.325	73.842	77.539	81.423	85.496	89.769	94.263	97.092	100.982	103.001	105.061
		10/11/2027	69.652	73.138	76.796	80.641	84.680	88.916	93.360	98.034	100.976	105.021	107.121	109.263
DEVELOPMENTAL PSYCHOLOGIST	62006		60.172	63.183	66.344	69.665	73.155	76.814	80.653	84.691	87.233	90.727		
Developmental Psychologist-PT/Hrly	62029	5/12/2025	63.482	66.658	69.993	73.497	77.178	81.039	85.089	89.349	92.030	95.717		
NEUROPSYCHOLOGIST	62007	10/13/2025	66.973	70.325	73.842	77.539	81.423	85.496	89.769	94.263	97.092	100.982		
Neuropsychologist-PT/Hrly	62030	10/27/2025	66.973	70.325	73.842	77.539	81.423	85.496	89.769	94.263	97.092	100.982	103.001	105.061
		10/12/2026	70.322	73.841	77.534	81.416	85.494	89.771	94.257	98.976	101.947	106.031	108.151	110.314
(5% Above Psychologist Wage Scale)		10/11/2027	73.135	76.795	80.636	84.673	88.914	93.362	98.028	102.936	106.025	110.272	112.477	114.726
NEUROPSYCHOLOGIST-Certified	62008		63.181	66.342	69.661	73.148	76.813	80.655	84.686	88.926	91.595	95.263		
Neuropsychologist-Certified-PT/Hrly	62031	5/12/2025	66.656	69.991	73.493	77.172	81.037	85.091	89.343	93.816	96.632	100.503		
(5% Above Neuropsychologist Wage Scale)		10/13/2025	70.322	73.841	77.534	81.416	85.494	89.771	94.257	98.976	101.947	106.031		
		10/27/2025	70.322	73.841	77.534	81.416	85.494	89.771	94.257	98.976	101.947	106.031	108.151	110.314
		10/12/2026	73.838	77.533	81.411	85.487	89.769	94.260	98.970	103.925	107.044	111.333	113.559	115.830
		10/11/2027	76.792	80.635	84.668	88.907	93.360	98.030	102.929	108.083	111.326	115.786	118.101	120.462

**PAY ID MASTER
UNION CODE B14
NUHW - PSYCH SOCIAL WORKERS, SAN DIEGO - BASE
BASE**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01 STEP 1 START	05 STEP 2 1 YEAR	08 STEP 3 2 YEAR	09 STEP 4 3 YEAR	10 STEP 5 4 YEAR	11 STEP 6 5 YEAR	12 STEP 7 6 YEAR	13 STEP 8 7 YEAR	16 STEP 9 10 YEAR	21 STEP 10 15 YEAR	26 STEP 11 20 YEAR	31 STEP 12 25 YEAR
PSYCHOSOCIAL CLINICIAN III	66530		50.066	52.578	55.206	57.970	60.875	63.920	67.115	70.477	72.591	75.499		
PSYCHOSOCIAL CLINICIAN III-PT/Hrly	62036	5/12/2025	52.820	55.470	58.242	61.158	64.223	67.436	70.806	74.353	76.584	79.651		
PSYCHOSOCIAL COUNSELOR III	66565	10/13/2025	55.725	58.521	61.445	64.522	67.755	71.145	74.700	78.442	80.796	84.032		
PSYCHOSOCIAL COUNSELOR III-PT/Hrly	62038	10/27/2025	55.725	58.521	61.445	64.522	67.755	71.145	74.700	78.442	80.796	84.032	85.713	87.427
		10/12/2026	58.511	61.447	64.517	67.748	71.143	74.702	78.435	82.364	84.836	88.234	89.999	91.798
		10/11/2027	60.851	63.905	67.098	70.458	73.989	77.690	81.572	85.659	88.229	91.763	93.599	95.470
PSYCHOSOCIAL ADVICE NURSE	66528		52.552	55.186	57.945	60.853	63.898	67.097	70.449	73.979	76.196	79.249		
PSYCHOSOCIAL ADVICE NURSE-PT/Hrly	62034	5/12/2025	55.442	58.221	61.132	64.200	67.412	70.787	74.324	78.048	80.387	83.608		
		10/13/2025	58.491	61.423	64.494	67.731	71.120	74.680	78.412	82.341	84.808	88.206		
		10/27/2025	58.491	61.423	64.494	67.731	71.120	74.680	78.412	82.341	84.808	88.206	89.970	91.769
		10/12/2026	61.416	64.494	67.719	71.118	74.676	78.414	82.333	86.458	89.048	92.616	94.469	96.357
		10/11/2027	63.873	67.074	70.428	73.963	77.663	81.551	85.626	89.916	92.610	96.321	98.248	100.211
PSYCHIATRIC NURSE, R.N.	66529		54.161	58.495	61.419	64.491	67.071	69.753	72.194	74.541	76.964	78.964		
PSYCHIATRIC NURSE, R.N.-PT/Hrly	62032	5/12/2025	57.140	61.712	64.797	68.038	70.760	73.589	76.165	78.641	81.197	83.307		
		10/13/2025	60.283	65.106	68.361	71.780	74.652	77.636	80.354	82.966	85.663	87.889		
		10/27/2025	60.283	65.106	68.361	71.780	74.652	77.636	80.354	82.966	85.663	87.889	89.647	91.440
		10/12/2026	63.297	68.361	71.779	75.369	78.385	81.518	84.372	87.114	89.946	92.283	94.129	96.012
		10/11/2027	65.829	71.095	74.650	78.384	81.520	84.779	87.747	90.599	93.544	95.974	97.894	99.852

**PAY ID MASTER
UNION CODE B14
NUHW - PSYCH SOCIAL WORKERS, SAN DIEGO
PER DIEM 20%**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01 STEP 1	05 STEP 2	08 STEP 3	09 STEP 4	10 STEP 5	11 STEP 6	12 STEP 7	13 STEP 8	16 STEP 9	21 STEP 10	26 STEP 11	31 STEP 12
Behavioral Health Care Coordinator-PD	62041		42.670	44.816	47.080	49.438	51.914	54.509	57.238	60.100	61.904	64.382		
		5/12/2025	45.017	47.281	49.669	52.157	54.769	57.506	60.385	63.406	65.309	67.924		
		10/13/2025	47.492	49.882	52.402	55.026	57.781	60.670	63.707	66.893	68.900	71.659		
		10/27/2025	47.492	49.882	52.402	55.026	57.781	60.670	63.707	66.893	68.900	71.659	73.092	74.554
		10/12/2026	49.867	52.375	55.021	57.778	60.671	63.703	66.892	70.237	72.346	75.242	76.747	78.281
		10/11/2027	51.862	54.470	57.222	60.089	63.097	66.251	69.568	73.046	75.240	78.252	79.817	81.412
Psych Soc Clin I PD	66526		48.444	50.882	53.442	56.119	58.927	61.884	64.969	68.224	70.274	73.088		
Psych Soc Cnslr I-PD	60083	5/12/2025	51.108	53.681	56.381	59.206	62.168	65.287	68.543	71.976	74.140	77.108		
		10/13/2025	53.918	56.633	59.482	62.462	65.587	68.878	72.313	75.935	78.217	81.349		
		10/27/2025	53.918	56.633	59.482	62.462	65.587	68.878	72.313	75.935	78.217	81.349	82.976	84.636
		10/12/2026	56.615	59.465	62.455	65.586	68.867	72.322	75.929	79.732	82.128	85.417	87.125	88.868
		10/11/2027	58.879	61.843	64.954	68.209	71.622	75.215	78.966	82.921	85.414	88.834	90.610	92.423
Psych Soc Clin II-PD	60084		53.420	56.099	58.903	61.854	64.948	68.194	71.608	75.192	77.450	80.550		
Psych Soc Counselor II-PD	60086	5/12/2025	56.358	59.184	62.143	65.256	68.520	71.945	75.546	79.327	81.710	84.980		
		10/13/2025	59.458	62.440	65.561	68.845	72.289	75.901	79.702	83.690	86.204	89.654		
		10/27/2025	59.458	62.440	65.561	68.845	72.289	75.901	79.702	83.690	86.204	89.654	91.447	93.276
		10/12/2026	62.430	65.562	68.839	72.288	75.904	79.697	83.687	87.875	90.515	94.138	96.019	97.940
				10/11/2027	64.927	68.184	71.593	75.180	78.940	82.885	87.035	91.390	94.135	97.903
Psychologist Per Diem	66527		68.768	72.209	75.822	79.618	83.605	87.787	92.174	96.790	99.695	103.688		
		5/12/2025	72.551	76.181	79.992	83.996	88.204	92.616	97.244	102.113	105.178	109.391		
		10/13/2025	76.541	80.371	84.391	88.616	93.055	97.710	102.593	107.729	110.963	115.408		
		10/27/2025	76.541	80.371	84.391	88.616	93.055	97.710	102.593	107.729	110.963	115.408	117.715	120.070
		10/12/2026	80.368	84.390	88.610	93.047	97.708	102.595	107.723	113.116	116.510	121.178	123.601	126.073
		10/11/2027	83.582	87.766	92.155	96.769	101.616	106.699	112.032	117.641	121.171	126.025	128.545	131.116

**PAY ID MASTER
UNION CODE B14
NUHW - PSYCH SOCIAL WORKERS, SAN DIEGO
PER DIEM 20%**

JOB TITLE	JOB CODE	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID
			01 STEP 1 START	05 STEP 2 1 YEAR	08 STEP 3 2 YEAR	09 STEP 4 3 YEAR	10 STEP 5 4 YEAR	11 STEP 6 5 YEAR	12 STEP 7 6 YEAR	13 STEP 8 7 YEAR	16 STEP 9 10 YEAR	21 STEP 10 15 YEAR	26 STEP 11 20 YEAR	31 STEP 12 25 YEAR
DEVELOPMENTAL PSYCHOLOGIST PD	62009		72.206	75.820	79.613	83.598	87.786	92.177	96.784	101.629	104.680	108.872		
NEUROPSYCHOLOGIST PD	62010	5/12/2025	76.178	79.990	83.992	88.196	92.614	97.247	102.107	107.219	110.436	114.860		
		10/13/2025	80.368	84.390	88.610	93.047	97.708	102.595	107.723	113.116	116.510	121.178		
		10/27/2025	80.368	84.390	88.610	93.047	97.708	102.595	107.723	113.116	116.510	121.178	123.601	126.073
		10/12/2026	84.386	88.609	93.041	97.699	102.593	107.725	113.108	118.771	122.336	127.237	129.781	132.377
		10/11/2027	87.762	92.154	96.763	101.608	106.697	112.034	117.634	123.523	127.230	132.326	134.972	137.671
NEUROPSYCHOLOGIST-Certified PD	62011		75.817	79.610	83.593	87.778	92.176	96.786	101.623	106.711	109.914	114.316		
		5/12/2025	79.987	83.989	88.192	92.606	97.244	102.109	107.212	112.579	115.958	120.604		
		10/13/2025	84.386	88.609	93.041	97.699	102.593	107.725	113.108	118.771	122.336	127.237		
		10/27/2025	84.386	88.609	93.041	97.699	102.593	107.725	113.108	118.771	122.336	127.237	129.781	132.377
		10/12/2026	88.606	93.040	97.693	102.584	107.723	113.112	118.764	124.710	128.453	133.600	136.271	138.996
		10/11/2027	92.150	96.762	101.602	106.688	112.032	117.636	123.515	129.700	133.591	138.943	141.721	144.554
Psych Soc Clin III-PD	60087		60.079	63.094	66.247	69.564	73.050	76.704	80.538	84.572	87.109	90.599		
Psych Soc Counselor III-PD	60089	5/12/2025	63.384	66.564	69.890	73.390	77.068	80.923	84.967	89.224	91.901	95.581		
		10/13/2025	66.870	70.225	73.734	77.426	81.306	85.374	89.640	94.130	96.955	100.838		
		10/27/2025	66.870	70.225	73.734	77.426	81.306	85.374	89.640	94.130	96.955	100.838	102.856	104.912
		10/12/2026	70.213	73.736	77.420	81.298	85.372	89.642	94.122	98.837	101.803	105.881	107.999	110.158
		10/11/2027	73.021	76.686	80.518	84.550	88.787	93.228	97.886	102.791	105.875	110.116	112.319	114.564
Psych Soc Advice RN-PD	60085		63.062	66.223	69.534	73.024	76.678	80.516	84.539	88.775	91.435	95.099		
		5/12/2025	66.530	69.865	73.358	77.040	80.894	84.944	89.189	93.658	96.464	100.330		
		10/13/2025	70.189	73.708	77.393	81.277	85.344	89.616	94.094	98.809	101.770	105.847		
		10/27/2025	70.189	73.708	77.393	81.277	85.344	89.616	94.094	98.809	101.770	105.847	107.964	110.123
		10/12/2026	73.699	77.393	81.263	85.342	89.611	94.097	98.800	103.750	106.858	111.139	113.363	115.628
		10/11/2027	76.648	80.489	84.514	88.756	93.196	97.861	102.751	107.899	111.132	115.585	117.898	120.253
Psychiatric Nurse-RN-PD	60082		64.993	70.194	73.703	77.389	80.485	83.704	86.633	89.449	92.357	94.757		
		5/12/2025	68.568	74.054	77.756	81.646	84.912	88.307	91.398	94.369	97.436	99.968		
		10/13/2025	72.340	78.127	82.033	86.136	89.582	93.163	96.425	99.559	102.796	105.467		
		10/27/2025	72.340	78.127	82.033	86.136	89.582	93.163	96.425	99.559	102.796	105.467	107.576	109.728
		10/12/2026	75.956	82.033	86.135	90.443	94.062	97.822	101.246	104.537	107.935	110.740	112.955	115.214
		10/11/2027	78.995	85.314	89.580	94.061	97.824	101.735	105.296	108.719	112.253	115.169	117.473	119.822

The following is intended as a brief description of the basic qualifications of each position as it currently exists and is for informational purposes only. A comprehensive listing of the duties and qualifications for each position is contained in the job postings and job descriptions.

Job Code	Job Title	Description
56195 50205 (PD) 66529(SD) 60082 (SD PD)	Psychiatric RN	Graduate from an accredited Nursing School and current CA RN License; BSN preferred. Minimum one (1) year recent (within the last three (3) years) RN Psychiatric experience.
66523 60037 (PD) 65335 65338 (PD)	Behavioral Health Case Mgr (LCSW) Behavioral Health Case Mgr – M (LMFT)	Master’s Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Current and valid LCSW, LPCC or LMFT license issued by the State of California Board of Behavioral Sciences. Minimum 2 years recent experience in case management and working with community resources.
66536 60057 (PD) 66531 (SD) 60084 (PD SD) 65336 65339 (PD) 66564 (SD) 60086 (SD PD)	Psychiatric Social Worker (LCSW) Psychiatric Therapist (LMFT)	Master’s Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Current and valid LCSW, LPCC or LMFT license issued by the State of California Board of Behavioral Sciences. Minimum 2 years recent experience in case management
66530 (SD) 60087 (SD PD) 66565 (SD) 60089 (SD PD)	Psychiatric Social Worker III LCSW – (SD Only) Psychiatric Therapist III LMFT – (SD Only)	Master’s Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Current and valid LCSW, LPCC or LMFT license issued by the State of California Board of Behavioral Sciences. Experience in crisis intervention and/or emergency department setting required. As part of the Psychiatric Emergency Team, this position provides psychiatric assessments in the Emergency Department.
66532 60061 (PD) 60063 (SD) 66527 (SD PD)	Psychologist	Doctorate degree from an APA accredited program with specialization in a field of clinical or counseling psychology; current license as a Psychologist by the California Board of Psychology. Minimum 2 years of relevant clinical experience. Internship in an APA approved program preferred.
16564 10007 (PD)	CDRC I	Bachelor’s Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. A California State certificate in Alcohol and Drug Studies preferred.

Job Code	Job Title	Description
16562 10011 (PD)	CDRC II	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. (Applicable to employees hired prior to effective date of <u>The Agreement</u>).
New Job Codes TBD	CDRC II	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. Registered <u>as</u> Associate MFT, Associate Professional Clinical Counselor or Associate Clinical Social Worker (ASW) with California Board of Behavioral Sciences is required.
16565 10003 (PD) 65337 65340 (PD)	CDRC III (LCSW) CDRC III – M (LMFT)	Master's Degree in Social Work, Psychology, Sociology or other field related to behavioral health. Minimum of 2 years post graduate relevant supervised clinical experience in the field of chemical dependency treatment. Current and valid LCSW, LPCC or LMFT license issued by the State of California Board of Behavioral Sciences.
66546 60067 (PD)	Med Soc Worker I	Bachelor's Degree in Social Work, Psychology, Sociology or other field related to social services. One year of experience as a social worker in an acute care medical center preferred.
66548 60079 (PD)	Med Soc Worker II	Master's Degree in Social Work. One-year experience and/or MSW clinical internship in a medical setting required. (Applicable to employees hired prior to December 17, 2015).
New Job Codes TBD	Med Soc Worker II	Master's Degree in Social Work. One-year experience and/or MSW clinical internship in a medical setting required. Registered as Associate Clinical Social Worker (ASW) with California Board of Behavioral Sciences is required.
60135 60137 (PD) 66535 (SD) 66526 (SD PD) 66563 (SD) 60063 (SD PD)	Psychiatric Counselor (MSW or MA/MS)	Master Degree in Social Work, Psychology, Sociology or other field related to behavioral health. One year supervised field experience in a clinical setting required. Registered as <u>Associate MFT</u> , <u>Associate Professional Clinical Counselor</u> or Associate Clinical Social Worker (ASW) with California Board of Behavioral Sciences is required.
66534 <u>62039 (SD)</u> 60071 (PD)	<u>Behavioral Health Care Coordinator (formerly Social Worker Associate)</u>	<u>At least one year experience in community-based case management or care coordination experience in a mental health, primary care, or acute medical care</u>

Job Code	Job Title	Description
		setting. Bachelor's Degree in Social Work, Psychology, Sociology, Counseling, or related field.
TBD	Social Worker Associate-Certified Preschool Teacher (Watts Counseling & Learning Center)	Bachelor's Degree in Child Development or Early Childhood Education. Must meet the requirements of both the licensing agency, the California Department of Social Services, Community Care Licensing Division and the Accreditation agency. NAEYC. The state's requirements are: a health screening report, fingerprint processing, child abuse index check and criminal record statement. Minimum of 2 years' experience in a licensed child development program.
TBD	Social Worker Associate- Math Educator (Watts Counseling & Learning Center)	Bachelor's Degree in Mathematics. California State teaching credential. Minimum of 2 years math teaching experience in public or private school, or community organization.
TBD	Social Worker Associate- Outreach Coordinator Watts Counseling & Learning Center)	Bachelor's Degree in Human Services or related field. Minimum of 2 years' experience in planning, implementing and/or facilitating youth programs.
66540 60075 (PD)	Educational Therapist	Master's Degree in General Education required. Master's Degree in Special Education preferred. Minimum of 2 years of teaching and/or Educational Therapy experience preferred. Board Certified Educational Therapist and California State Teaching Credential preferred.
12782 10015 (PD)	Clinical Nurse Specialist (CNS)	Masters in Nursing in area of specialization from an accredited school of nursing. California Clinical Nurse Specialist Certification and 3 years' experience in area of specialty. Current California RN license. Current CPR certificate.
66553 60049 (PD)	Med Soc Worker III	Master's Degree in Social Work. Current and valid license as a Clinical Social Worker (LCSW) issued by the State of California Board of Behavioral Sciences. One year experience working as a professional clinical social worker in a medical setting required.

Job Code	Job Title	Description
66528 (SD) 60085 (SD PD)	Psychsocial Advice Nurse (SD Only)	Graduate of an accredited school of nursing. Master's Degree required in a behavioral healthcare related field such as but not limited to psychiatric nursing, counseling. Current California RN License. Two years' experience in area of specialty.
56196 50276 (PD)	Psychiatric Nurse Counselor	Graduate of an accredited school of nursing. Master's Degree required in a behavioral healthcare related field such as but not limited to psychiatric nursing, counseling. Current California RN License. Two years' experience in area of specialty.
66552 60045 (PD)*	Child Development Specialist	Currently Inactive Classification
65334	Health Connect Coordinator	Currently Inactive Classification
66522 60041 (PD)	Behavioral Health Nurse Case Mgr	Currently Inactive Classification
66538 60053 (PD)	Psychiatric Associate	Currently Inactive Classification
36784 30016 (PD) 30018 (SD)* 60134 (SD PD)	Psychological Assistant	Currently Inactive Classification
66521 (SD) 60081(SD PD)	Associate Psychosocial Clinician	Currently Inactive Classification

If any position listed above is activated in the future, it will be placed in the same job grouping/family in which it had been placed in the collective bargaining agreement of 10/1/05 to 2/1/11. For example, if the Associate Psychosocial Clinician position is activated in the future, it will be included in the job grouping/family consisting of CDRC I, Social Worker Associate and Medical Social Worker I.

If a position was not included in a job grouping/family when deactivated, it will maintain, if activated in the future, the same wage differential that previously existed in relation to other positions.

*PD: Per Diem equivalent

*SD: San Diego equivalent

APPENDIX B – INCENTIVE PLANS

1. Psychiatry NUHW Incentive Plan

Eligibility Criteria

- Full-time, part-time and per diem Psych Social Workers in the department of Psychiatry represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

Incentive Measurements

Plan is effective the calendar years 2025, 2026, 2027 and 2028 for payments during the first quarter of 2026, 2027, 2028, 2029 respectively.

1. Psychiatry – NUHW Performance Sharing Goals, 2025-2028

<u>Measure</u>	<u>% of Total Award</u>	<u>2025</u>		<u>2026</u>		<u>2027</u>		<u>2028</u>	
		<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>
<u>PSY Non-Physician Follow-up: includes individual + intensive group appointments-90% or greater within standard.</u>	<u>20%</u>	<u>11 of 12 Months</u>	<u>11 of 12 Months</u>	<u>11 of 12 Months</u>	<u>11 of 12 Months</u>	<u>12/12 Months</u>	<u>12/12 Months</u>	<u>12/12 Months</u>	<u>12/12 Months</u>
<u>Routine Initial Access -80% or greater within standard.</u>	<u>20%</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>	<u>12 of 12 Months</u>

Percentage of patients seen by Therapist with completed Safety Plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale.	<u>15%</u>	<u>85%</u>	<u>90%</u>	<u>90%</u>	<u>91%</u>	<u>92%</u>	<u>93%</u>	<u>92%</u>	<u>94%</u>
Treatment Process Indicator (TPI) completion rates.	<u>30%</u>	<u>70%</u>	<u>75%</u>	<u>73%</u>	<u>78%</u>	<u>75%</u>	<u>80%</u>	<u>80%</u>	<u>85%</u>
Percentage of total individual in-person Therapist appointments.	<u>15%</u>	<u>30%</u>	<u>33%</u>	<u>33%</u>	<u>35%</u>	<u>35%</u>	<u>38%</u>	<u>38%</u>	<u>40%</u>

Description

1. Number of Months Meeting non-physician follow-up access. Follow-up appointments are determined by treating clinicians' recommendation, intensive groups included.
2. Number of months meeting Routine Initial Access
3. Percent of Patients seen by therapist with Completed Safety Plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale
4. Percentage of TPI completion rates.
5. Percentage of Individual in-person visits completed by non-physicians (excluding ADAPT appointments).

*ADAPT will be awarded the regional average for the In-person appointment measure.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Yearend results will be prorated from Threshold to Target.

Incentive Award Calculation

The maximum award per full time participant is \$5,000 when all targets are achieved.

PSY Non-Physician Follow-Up and Routine Initial Access are weighed at 20% or \$1,000 each when goal target is achieved.

Percent of Patients seen by Therapist with Completed Safety plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages) goal is weighed at 15% or \$750 when goal target is achieved.

TPI goal is weighed at 30% or \$1,500 when goal target is achieved.

Percentage of total individual in-person Therapist appointments goals are weighed at 15% or \$750 when goal target is achieved.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part-time and per-diem participants will be prorated based on compensated hours.

The award of the participant will be calculated based on his/her/their GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her/their employment or is terminated for cause prior to the last payroll cycle, he/she/they will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

2. Addiction Medicine NUHW Incentive Plan Eligibility Criteria

- Full-time, part-time and per diem providers in the department of Addiction Medicine represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

Incentive Measurements

Plan is effective the calendar years 2025, 2026, 2027, and 2028 for payments during the first quarter of 2026, 2027, 2028, 2029 respectively.

Addiction Medicine – NUHW Performance Sharing Goals, 2025 – 2028

<u>Measure</u>	<u>% of Total Award</u>	<u>2025</u>		<u>2026</u>		<u>2027</u>		<u>2028</u>	
		<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>
SATSS Youth + Adult	<u>25%</u>	<u>70%</u>	<u>75%</u>	<u>75%</u>	<u>80%</u>	<u>75%</u>	<u>80%</u>	<u>80%</u>	<u>85%</u>
ADM Non-Physician follow up	<u>25%</u>	<u>12 of 12 Months</u> <u>88%</u>	<u>12 of 12 Months</u> <u>90%</u>	<u>12 of 12 Months</u> <u>90%</u>	<u>12 of 12 Months</u> <u>92%</u>	<u>12 of 12 Months</u> <u>90%</u>	<u>12 of 12 Months</u> <u>92%</u>	<u>12 of 12 Months</u> <u>92%</u>	<u>12 of 12 Months</u> <u>93%</u>
Percent of Patients with Completed Safety plan when scoring greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages)	<u>25%</u>	<u>88%</u>	<u>90%</u>	<u>90%</u>	<u>91%</u>	<u>92%</u>	<u>93%</u>	<u>93%</u>	<u>95%</u>
Percentage of in-person visits	<u>25%</u>	<u>30%</u>	<u>33%</u>	<u>33%</u>	<u>35%</u>	<u>35%</u>	<u>38%</u>	<u>38%</u>	<u>40%</u>

Description

1. Percentage of SATSS "Completed" for Adults & Youths (≥ 10 years old) based on kept appointments with a visit type 30 minutes or more, excluding groups.
2. Number of Months Meeting the target percentage of documented follow-up appointments determined by treating clinicians' recommendation, groups included.
3. Percent of Patients seen by therapist with Completed Safety Plan when patient scores greater than or equal to 3 on the Columbia Suicide Severity Rating Scale (All ages).
4. Percentage of in-person visits completed by non-physicians including groups.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

Incentive Award Calculation

The maximum award per full time participant is \$5,000 when all targets are achieved. Each goal weighs 25% or \$1,250 when a goal target is achieved. When Threshold is achieved, \$625 is awarded for that goal.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part-time and per-diem participants will be prorated based on compensated hours.

The award of the participant will be calculated based on his/her/their GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her/their employment or is terminated for cause prior to the last payroll cycle, he/she/they will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

3. Social Medicine NUHW Incentive Plan Eligibility Criteria

- Full-time, part-time and per diem providers in the departments of Social Medicine represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

Incentive Measurements

Social Medicine - NUHW Performance Sharing Goals, 2025 – 2028

Plan is effective the calendar years 2025, 2026, 2027, and 2028 for payments during the first quarter of 2026, 2027, 2028, 2029 respectively.

Measure	% of Total Award	<u>2025</u>		<u>2026</u>		<u>2027</u>		<u>2028</u>	
		<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>
Life Care Planning documentation Serious Illness	<u>15%</u>	<u>25%</u>	<u>30%</u>	<u>30%</u>	<u>35%</u>	<u>35%</u>	<u>40%</u>	<u>50%</u>	<u>65%</u>
Life Care Planning health care decision-maker documentation	<u>10%</u>	<u>30%</u>	<u>35%</u>	<u>35%</u>	<u>40%</u>	<u>45%</u>	<u>55%</u>	<u>55%</u>	<u>65%</u>
Social and non-medical needs assessment (Social Determinants of Health)	<u>25%</u>	<u>15%</u>	<u>20%</u>	<u>18%</u>	<u>25%</u>	<u>20%</u>	<u>30%</u>	<u>25%</u>	<u>35%</u>
Smart Phrase Usage	<u>30%</u>	<u>60%</u>	<u>70%</u>	<u>70%</u>	<u>75%</u>	<u>75%</u>	<u>80%</u>	<u>80%</u>	<u>85%</u>
Suicidal Patient Safety Plans	<u>20%</u>	<u>65%</u>	<u>70%</u>	<u>80%</u>	<u>85%</u>	<u>85%</u>	<u>90%</u>	<u>90%</u>	<u>95%</u>

Description

1. **LCP documentation (Serious Illness):** Numerator: Encounters where social worker had Serious Illness conversation. Denominator: Encounters (inpatient) where Serious Illness patient was seen by social worker; (ambulatory) where Serious Illness patient was seen and no Serious Illness documentation in the current calendar year. Serious Illness patients are defined as patients who have the serious illness flag in the KP electronic medical record KP Health Connect.
2. **LCP health care decision-maker documentation (HCDM) (All patients):** Numerator: Had an HCDM entered/modified by a social worker. Denominator: Unique patients seen by social worker in any setting who do not have an HCDM. The denominator only includes adult patients.
3. **Social and non-medical needs assessment (SDOH):** Completion of Social Determinants of Health questionnaire during any social work encounter (initial assessment or follow up). % based on medical center average performance for initial assessments.
4. **Smart Phrase Usage:** The incentive is based on the percentage of initial assessments completed each month utilizing the regionally built smart phrases (or their replacements, if applicable).

5. Suicidal patient safety plans: % (numerator) with Columbia Suicide Severity Rating Scale Score 3+ and the denominator is Safety Plan completed by the medical social worker for these patients.

These goals are tracked monthly or quarterly per medical center. Final results are available at the end of January following the plan year. Yearend results will be prorated from Threshold to Target.

*AV and KC without ED or inpatient units receive Regional Average performance

Incentive Award Calculation

The maximum award per full-time participant is \$5,000 when all targets are achieved.

Life Care Planning documentation Serious Illness weighed at 15% or \$750 when goal target is achieved.

Life Care Planning health care decision-maker documentation weighed at 10% or \$500 when goal target is achieved.

Social and non-medical needs assessment (Social Determinants of Health) weighed at 25% or \$1,250 when goal target is achieved.

Smart Phrase Usage weighed at 30% or \$1,500 when goal target is achieved.

Suicidal Patient Safety Plans weighed at 20% or \$1,000 when goal target is achieved.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part-time and per-diem participants will be prorated based on compensated hours.

The award of the participant will be calculated based on his/her/their GL location or medical center at the last payroll cycle of the Plan year.

If an employee voluntarily terminates his/her/their employment or is terminated for cause prior to the last payroll cycle, he/she/their will forfeit the incentive award.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

4. Incentive Measurements & Performance Goals – KP Care at Home

Eligibility Criteria

- Full-time, part-time and per diem providers in the departments represented by NUHW.
- An employee must be hired on or before October 1st of the plan year.
- To receive the incentive award the participant must be in an active status as of the end of the last pay period of the plan year. This includes those who are:
 - a. Suspended
 - b. Disabled
 - c. Probationary
 - d. Leave of Absence
 - e. Medical Leave
 - f. Military Leave
 - g. Jury Duty
 - h. FMLA
 - i. Union Leave

Plan is effective the calendar years 2025, 2026 2027, and 2028 for payments during the first quarter of 2026, 2027, 2028, 2029 respectively.

Measure	% of Total Award	<u>2025</u>		<u>2026</u>		<u>2027</u>		<u>2028</u>	
		<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>	<u>Threshold</u>	<u>Target</u>
Average Social Worker Clinical Touches Per Day	<u>30%</u>	<u>2.85</u>	<u>3</u>	<u>3.25</u>	<u>3.5</u>	<u>3.75</u>	<u>4</u>	<u>4</u>	<u>4.25</u>
<u>In Person Visits in The Last 7 Days (Hospice)</u>	<u>20%</u>	<u>60%</u>	<u>62%</u>	<u>64%</u>	<u>66%</u>	<u>68%</u>	<u>70%</u>	<u>72%</u>	<u>75%</u>
<u>Bereavement Risk Assessment (Hospice)</u>	<u>20%</u>	<u>70%</u>	<u>72%</u>	<u>75%</u>	<u>77%</u>	<u>80%</u>	<u>82%</u>	<u>85%</u>	<u>88%</u>
<u>Hospice Care Experience</u>	<u>15%</u>	<u>85%</u>	<u>87%</u>	<u>88%</u>	<u>90%</u>	<u>91%</u>	<u>92%</u>	<u>93%</u>	<u>94%</u>
<u>Home Health / HH Palliative Pathways Care Experience</u>	<u>15%</u>	<u>95%</u>	<u>96%</u>	<u>96%</u>	<u>97%</u>	<u>97%</u>	<u>98%</u>	<u>98%</u>	<u>99%</u>

Description

1. **Average Social Worker Clinical Touches Per Day - Individual KP Care at Home licensed agency average of all Social Worker clinical encounters, including in-person and virtual. Initial assessment (to occur within 5-days of admission per regulation) and subsequent follow up visits. Only those telephone/virtual encounters that are necessary for the palliation and management of the terminal illness and related conditions as described in the patient's plan of care (such as counseling or speaking with a patient's family or arranging for a placement)**

should be reported. Additionally, only social worker telephone/virtual encounters 15 minutes or longer related to providing and or coordinating care to the patient and family, and documented as such in the clinical records should be reported. At least eighty-five (85%) percent of the visits must be in-person.

2. **In Person Visits in the Last 7 Days (Hospice)** - Individual KP Care at Home hospice agency percentage of Hospice patients that received at least one MSW in-person visit in the last 7 days of life. Measure will look at, "did the patient have an in-person Social Work visit in the last 7 days prior to death." Must be in-person. Exclusion: Patients enrolled in Hospice less than three (3) days.
3. **Bereavement Risk Assessment (Hospice)** - Social Worker to conduct *initial bereavement risk assessment* within 5 days of start of care for patient. Within 10 days following the patient's death, the Social Worker will complete a *post-death bereavement risk assessment* and re-evaluate the risk level. Social Worker will attempt to contact the bereaved twice. If Social Worker is unable to complete the post bereavement risk assessment within 10 days, then the unsuccessful attempts should be recorded in the bereavement section of the chart.
4. **Hospice Care Experience** - Improve Emotional and Spiritual Support metrics. Individual KP Care at Home hospice agency. Metric data source is from National Care Experience Analytics (NCEA).
5. **Home Health / HH Palliative Pathways Care Experience** - Improve Overall Rating of Agency. Individual KP Care at Home, Home Health agency. Metric data source is from National Care Experience Analytics (NCEA).

Care at home incentive metrics to be discussed within 90 days of ratification by the Parties.

Incentive Award Calculation

The maximum award per full-time participant is \$5,000 when all targets are achieved.

Average Social Worker Clinical Touches Per weighed at 30% or \$1,500 when goal target is achieved.

In Person Visits in the Last 7 Days (Hospice) and Bereavement Risk Assessment (Hospice) goals are weighed at 20% or \$1,000 each when goal target is achieved.

Hospice care Experience and Home Health/HH Palliative Pathways Care Experience goals are weighed at 15% or \$750 each when goal target is achieved.

The maximum award is \$5,000.00 based on full time status of the participant. The maximum award will be paid when all targets are achieved. The awards for part-time and per-diem participants will be prorated based on compensated hours.

These goals are tracked monthly or quarterly based upon Home Licensed Agency. Final results are available at the end of January following the plan year. Year end results will be prorated from Threshold to Target.

If an employee voluntarily terminates his/her/their employment or is terminated for cause prior to the last payroll cycle, he/she/they will forfeit the incentive award.

Incentive Measurements & Performance Sharing Goals – Watts Learning Center, Mental Health Center L.A. and those employees who do not fall into the above categories will receive incentive awards based upon the regional average incentive results of the Psychiatry, Addiction Medicine, Social Services and Home Care Services Incentive Plan metrics and goals.

Partial Year Eligibility

- Retirement - Covered employees will receive a prorated share of the award when an employee retires during the plan year.
- Death - Upon death of a covered employee, the prorated award will be distributed to the estate of the employee.

APPENDIX C – HEALTH PLAN CO-PAYS

KAISER FOUNDATION HEALTH PLAN CO-PAYMENTS

This chart is illustrative of copayments for some of the most commonly used services and is not an exhaustive list. The Affordable Care Act preventive care services are provided with a zero dollar (\$0) copayment charge.

COVERED SERVICES	CO-PAYMENT
Office Visit	\$20 co-pay
Routine Physical Exam	No charge (\$0)
Emergency Room Visit	\$50 co-pay
Outpatient Surgery	\$50 co-pay
Inpatient Admission	\$100 co-pay
Routine Vision Care	No charge (\$0)
Eyeglass Lenses and Frames Every 24 Months	\$175 allowance
Generic Prescriptions	\$10 co-pay
Brand Prescriptions	\$15 co-pay
<u>Annual Co-pay Limit</u>	
Individual	\$1500
Family	\$3000

APPENDIX D – SIDE LETTER REGARDING PAY FOR BARGAINING COMMITTEE

During the term of this Agreement, a maximum of eight (8) employee members of the Union bargaining team shall be compensated for time spent in collective bargaining, in accordance with the following:

- Salaried exempt employees shall be compensated on a “keep whole” basis; meaning their regular weekly salary shall not be adversely impacted due to time spent in collective bargaining; and,
- Hourly nonexempt employees shall be compensated for time spent in collective bargaining at their regular straight time hourly rate of pay, not to exceed the number of hours they are regularly scheduled to work on a day spent in bargaining. Time spent in collective bargaining for such employees shall not be considered as time worked for purposes of computing overtime or determining if a missed break of any kind occurred in a workweek.
- This side letter will no longer apply when the Contract expires.

APPENDIX E – LETTER OF AGREEMENT: STUDENT LOAN REPAYMENT PROGRAM

Eligible applicants will receive awards for the repayment of qualified student loans.

Eligibility:

Applicants must:

- Be a member of:
 - NUHW Psych-Social bargaining unit in Southern California
- Must have 1 year of service at KP
- Must be an active KP employee and scheduled to work 20 or more hours per week
- Be a graduate of an accredited Bachelor's, Master's or Doctorate level education program in Mental/Behavioral Health professions (eligible degrees: BA Social Work, BA in Psychology, MA or MS degree in Counseling, Clinical or Counseling Psychology or Marriage and Family Therapy, PhD or PsyD, Ed.D. in Clinical Counseling, Health or Educational Psychology)
- Have an existing qualified loan related to education in Mental/Behavioral Health Professions.
- The program is open once a year for enrollment (Oct 1st - 6-weeks).
- Applicants must reapply each award year.

Awards:

Eligible applicants can receive repayment for qualified loans for educational expenses incurred in Mental/Behavioral Health Professions in the following amounts:

- Accredited Bachelor's or Master's level programs – Up to \$2,500 per calendar year with a \$10,000 lifetime total.
- Accredited Doctorate level programs – Up to \$5,000 per calendar year with a \$20,000 lifetime total.

APPENDIX F – Side Letter: Associates

Associate Clinical Social Workers (ACSWs), Associate Marriage and Family Therapists (AMFTs), and Associate Professional Clinical Counselors (APCCs) shall be covered under this Section. Classifications requiring an Associate designation are intended as career-track positions.

Regularly scheduled employees hired into a classification requiring an Associate designation will be offered and must work a schedule that would accumulate at least half the required supervisory hours annually. The following exceptions apply:

- MSW IIs in Social Medicine and Home Care Services.
- The Employer shall make every effort to limit Psychiatry Per Diems to two (2) for each medical center, service area.

Once the Associate obtains the required supervised hours, the employee has two and one-half (2.5) years from that date to complete state licensure. If hired as a license-eligible employee, (i.e. has completed all supervisory hours) they shall have two and one-half (2.5) years from their date of hire to complete state licensure. Based on extenuating circumstances, the time may be extended beyond two and one half (2.5) years by mutual agreement of the parties.

An Employee hired into a classification requiring an Associate designation must maintain a valid registration with the State of California Board of Behavioral Sciences.

APPENDIX G – Letter of Agreement – Grievance Arbitrability

The parties agree that grievances that have arisen since the expiration of the collective bargaining agreement shall be deemed governed by the renewed contract, provided the grievances were timely filed and otherwise arbitrable.

APPENDIX H – Side Letter of Agreement: Per Diem Work Commitment

Upon hire, per diem employees will be informed in writing of the following requirements:

- 1) The per diem employees is generally expected to be available at all times during the shift hired to cover, subject to limitations on availability approved by management in writing at or after the time of hire.
- 2) The per diem employee must commit to work a minimum of twelve (12) shifts per calendar quarter, based on the coverage needs of the department, subject to agreed-upon limitations on availability.
- 3) If the hiring department has established weekend hours, the per diem employee is expected to be available weekends and must commit to work at least six (6) weekend shifts per quarter (as part of the twelve-shift minimum).
- 4) If the hiring department operates on contractual holidays, the per diem must be available to work at least two (2) of the contractual holidays (Note: before requiring a per diem to work on any Holiday, the Employer will first seek volunteers, by seniority, from regular employees first and then per diems).
- 5) Per diem employees must also be available to work on at least two (2) of the following “Hard to Fill” days: Valentine’s Day, Mother’s Day, Father’s Day, Halloween, day after Thanksgiving, Christmas Eve, day after Christmas, and New Year’s Eve.

The Employer will keep a record of each per diem’s limitations on availability. The Employer will review records quarterly to ensure per diems are meeting their availability requirements and will inform per diems who are not meeting the requirement of their deficiency. Per diems who do not meet the availability requirements for two consecutive quarters may be subject to the Corrective Action Procedure as outlined in Article 27 of this Agreement.

APPENDIX I – NEGOTIATIONS OF SUCCESSOR CONTRACT

Employer and Union agree to commence negotiations of successor contract no later than three (3) months prior to expiration of current contract and will include mediation within six (6) weeks of the start of negotiations, if the parties are not making progress.

“The Appendix will be conterminous with the contract and will expire upon the expiration of the contract unless renewed by the Parties.”

APPENDIX J – NON DISPARAGEMENT OF OTHER PARTY

NON DISPARAGEMENT OF OTHER PARTY

All parties will cooperate in good faith to effectuate the intent and terms of the agreement regarding Right to Determine Model of Care and Referral of Cases. If the Union believes patient care may be at risk, the Union will first raise its concerns internally with the Employer. If its concerns are not addressed, the Union may raise them externally to appropriate public authorities, limited to the issues raised with the Employer, and must be factual. Neither party will disparage any individuals or their interests. The Union will not take any action intended to defame, disparage, or undermine the Employer's efforts to implement change to its models of care.

APPENDIX K – PRECEPTORS

Section 1. Role of Preceptor

The preceptor is an experienced and competent staff professional who serves as a clinical role model. The preceptor introduces the employees to their roles and responsibilities in their assigned work area. The preceptor role extends beyond basic orientation.

Section 2. Preceptor Workload

The preceptor should be relieved of a portion of his/her/their normal workload while precepting, sufficient to effectively perform the preceptor role. The preceptor and his/her/their direct supervisor will work collaboratively to determine the appropriate amount of time and adjustments in workload needed to perform the preceptor role.

Section 3. Selection of Preceptor

To be eligible for a Preceptor role, an employee must meet the following requirements:

- Be licensed (exception for grandfathered MSWs)
- Be a full time/part time non-probationary employee
- Have a least one (1) year experience performing the specific job duties to be assigned to the preceptee.

When Preceptor positions are available based on the department's operational needs, candidates will be considered based on their knowledge and experience related to the specific job duties to be assigned to the preceptee. The most senior candidate within the assigned location with the requisite knowledge and experience will be awarded the position.