NUHW INTEGRATED BEHAVIORAL HEALTH SERVICES

and

THE PERMANENTE MEDICAL GROUP, INC. EMPLOYER'S

TENTATIVE AGREEMENT
11/5/2026

Tentative Agreements – All TAs as agreed by the parties (See below).
The following is a list of all existing TAs:

1. Article XIX - Bereavement (7/24/25)
2. Counter for Article XX - Educational Leave and Tuition Reimbursement (7/31/25)
3. Article XII - Probationary Employees (8/12/25)
4. Counter for Article XIII - Transfers/Promotions and Assignment at Multiple Sites (9/19/25)
5. Article VIII – Non-Discrimination (9/23/25)
6. LOA – Student Loan Repayment (9/23/25)
7. Article XIV – Assistants (9/30/25)
8. Article II – Scope of Agreement (10/7/25)
9. Witnesseth (10/7/25)
10. NEW – Appendix E – Local PPC Guidelines (10/7/25)
11. Article XXIV - Health and Welfare Benefits for Retirees (10/27/25)
12. Letter of Understanding - Best Practices Workgroups (10/27/25)
13. Article XXXIII - Grievance and Arbitration Procedure (11/5/25)
14. Article XV - Professional Hours (12/8/25)
15. Appendix C - Wage Scales (12/8/25)
16. Article XXXI - Professional Practice Committees (12/8/25)
17. Article XVII – Wages, (new) Section 15 - Phone and Internet Reimbursement (12/16/25)
18. Article XXXIV – Safety (1/29/2026)

NOTE: Effective dates for Article XXII Health & Welfare Benefits for Active Employee changes: union previously accepted employer concept - however given how much time has passed since the original concept was developed it is no longer feasible to effectuate these changes on 1/1/2027; effective dates will be 1/1/2028 instead of previously proposed 1/1/2027. Effective dates have been updated in the body of the document from 1/1/2027 to 1/1/2028.

DL TD 25

NOTE: Pursuant to the Term Sheet the Model of Care LOU and the Model of Care Collaborative Group LOU will sunset and be removed from the contract.

Model of Care:

NEW ARTICLE (TBD) – RIGHT TO DETERMINE MODEL OF CARE AND OUTSIDE REFERRAL OF CASES

The parties recognize the importance of engaging the clinicians for their input in implementing systemic change in how behavioral health services will be provided market-wide pursuant to this Article. To that end, when the Employer is considering such changes, the Employer will convene a clinician advisory group consisting of no less than five union appointed clinicians who will meet within sixty calendar (60) days to discuss such changes. The clinicians will have the opportunity to give input and advice on the following:

- Potential impacts on patients and how such impacts will be measured;
- Anticipated timing;
- Implementation considerations; and
- Opportunities to support the effectiveness of the change on Kaiser Permanente's operational and clinical Models of Care.

The parties will hold a first meeting within thirty (30) calendar days after being notified of a contemplated change. The purpose of the first meeting will be for the Employer to provide information about the contemplated change(s) and allow the clinicians to ask questions and solicit information. The parties will hold a second meeting within thirty (30) calendar days after the first meeting. The purpose of the second meeting will be for the representative clinicians to provide their input on the management's contemplated change(s).

In order to ensure our patients are receiving the right care, and anticipating that resources change, the employer may:

1. Determine or modify the behavioral health operating and clinical models of care, inclusive of the right to use and implement new technologies, including Artificial Intelligence ("AI") technologies, and 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

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.

The Employer will consider the input of the clinician advisory group before making a final decision. The final decision to determine or modify the operational or clinical Model of Care remains with the Employer.

Once the Employer has notified the Union in writing of its decision, the parties will engage in effects bargaining as follows:

Layoffs

To the extent that a change in the Model of Care results in layoffs, the Union waives the right to bargain over the effects. Instead, the following shall apply:

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

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 may 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 and competent 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 this contract.

3) Affected employees with less than 20 years of service 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 medical and dental 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.

Affected employees with 20 or more years of service selected for layoff who otherwise are not employed by the Employer on a continuous basis will be offered severance of four (4) months' continuation of pay and medical and dental 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.

4) Should a layoff or reduction in hours become necessary, seniority, by facility and by classification, shall be the deciding factor, except in those cases where a specific skill or characteristic is necessary for the operation and such skill or characteristic cannot be acquired in a reasonable amount of time by the more senior clinician.

5) These provisions will supersede and replace Paragraphs 66 and 67 of Article XI, Reductions in Force. Paragraph 68 of Article XI shall apply.

All Other Effects

Bargaining over any effects of the decision other than layoffs shall proceed as follows:

After receipt of the Employer's notice, the Union will have Fourteen (14) days to make Requests for Information ("RFIs") pertaining to anticipated changes to wages, hours, or working conditions. Effects bargaining meetings shall be limited to Six (6) in person or virtual one-hour sessions occurring within Sixty (60) calendars days after receipt of management's responses to the RFI(s), unless the parties agree otherwise in writing. When a position is eliminated due to a change in the Model of Care and a transfer is offered, Article XIII shall not apply. Once the parties have exhausted this effects-bargaining obligation, they will have no further obligation to bargain over the effects. The parties' course of conduct under this provision is not subject to grievance and arbitration unless expressly agreed otherwise in writing.

Article XXXII Disputes, paragraph 523, Work Stoppages, shall apply to the parties throughout the term of this Agreement and there shall be no labor dispute over a decision or the effects of a decision to determine or modify the Model of Care. All other provisions of the collective bargaining agreement shall remain in full force and effect.

Notwithstanding any other provisions in the contract, the above layoff provisions shall be controlling for any other layoffs during the term of this agreement.

IPC:
Maintain existing contract language.

Ratios:
Maintain current contract language with the addition of language recognizing the Employer may utilize unbooked appointments within 48 hours for direct patient care. **NOTE: See also page 19**

LETTER OF AGREEMENT - LIMITED TERM PROTECTION FROM LAYOFFS

Employer will not lay off bargaining unit employees prior to September 29, 2029. This agreement shall sunset on September 29, 2029, and have no further force or effect.

ARTICLE VII – Management Rights

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.

ARTICLE IX – Seniority

Section 3 – Seniority, Office Space

If Behavioral Health offices space becomes available, the employer will consider the preference of on-site and flexible employees by seniority, subject to efficient operations. The Chief or designee shall make the final decision. This paragraph is not subject to the Grievance process.

ARTICLE X – POSTING AND FILLING POSITIONS

Section 1 – Job Postings

To expedite the administration of this Article covered position vacancies shall be posted ~~within the site in which they occur~~ regionwide for ~~five (5)~~ ten (10) days **and simultaneously be posted externally**~~, and if not filled, within the facility for five (5) days~~. If the position is not filled **internally** during that time, ~~the vacancy shall be posted for five days in the region and~~ the Employer may **consider external candidates** ~~simultaneously **commence an external search**~~. ~~See Appendix A for definition of site and facility.~~ ~~Implementation of this provision will take place sixty (60) days following December 5, 2015.~~

> Clean Version: *To expedite the administration of this Article, covered position vacancies shall be posted regionwide for ten (10) days and simultaneously be posted externally. If the position is not filled internally during that time, the Employer may consider external candidates.*

Qualifications for vacant positions posted on a regional basis shall appear on position postings and shall be based on the job requirements. A copy of all postings shall be provided to the Union.

The parties agree that job postings will be done electronically on the Employer's recruiting website. It is understood that postings on the website are immediately visible both within the organization and externally. ~~however applicants will be considered and candidates interviewed pursuant to the posting timeframes and order of interviews outlined in this Article X – Posting and Filling Positions.~~

~~The parties further agree that the Employer will make its best efforts to send a courtesy notice by email to employees in the Facility alerting them to new job postings on the website. Disputes concerning such notices will not be subject to the grievance and arbitration provisions of the Agreement.~~

Section 2 – Filling Vacancies

In filling any vacancy the Employer will select the best qualified internal or external candidate. Hiring internal candidates is an important factor in filling vacancies. Candidates shall be considered based on the following criteria: education, experience, work record~~,~~ disciplinary record, Kaiser Permanente experience, specialty, special skills, references, diversity, licensure, seniority, and case presentation.

Probationary employees shall be ineligible for transfer except as mutually agreed between the employer and the employee.

It is in the interest of both parties to fill posted positions in an expeditious and collaborative manner. It is also the intent of the parties that no provisions in the process below shall unduly delay the hiring of the best qualified internal or external applicant. In filling vacancies, the Employer will use the following process:

1. An interview committee will be established by the Employer who will determine the appropriate size and membership. It will include at least one (1) bargaining unit staff member selected by the Union from the site and clinical service with the opening (e.g., a child mental health clinician to interview for a child mental health opening) and at least one (1) management representative selected by the Employer. In cases where there are not other mental health clinicians in the clinical service (e.g., in a Pain Management clinic) the Union may select one bargaining unit staff member from the site. If the Union declines to provide a bargaining unit staff member for the committee, this shall not delay the hiring process.

2. Candidates will be interviewed in the following order:

~~A. Internal applicant(s) from the Site and, if the Union and the Employer cannot reach a decision on a selection, it shall interview~~

~~B. Internal applicant(s) from the Facility and, if the Union and the Employer cannot reach a decision on a selection, it shall interview~~

~~C. Internal applicant(s) from the Region and, if the Union and the Employer cannot reach a decision on a selection, it shall interview~~

~~D. External applicant(s)~~

A. Internal applicant(s) from the Region and, if the Union and the Employer cannot reach a decision on a selection, it shall interview;

B. External applicant(s)

3. The final candidate selection will be reviewed with the Chief or designee prior to the position being offered. ~~If the Chief objects to the selected candidate, or If the Union and the Employer cannot reach a decision after going through the interview order above, the Chief will resolve the impasse by either choosing among the top candidates as put forward by the mutual agreement of the two (2) parties, or requesting that additional candidates be interviewed.~~

~~4. An employee who is granted a position during the transfer process which will result in a promotion, will be placed on the wage structure at a step rate which provides for at least a 7.5% increase.~~

Section 3 – Evaluation Period for Transfers/Promotions and Right of Return

The evaluation period for employees transferring or promoting shall be sixty (60) calendar days.

The evaluation period may be extended up to an additional thirty (30) days only by mutual agreement between the Employer, the employee and the Union.

Employees who fail to qualify for the new position within the Evaluation period shall be returned to their former or comparable position without loss of seniority or wage rate. For the purposes of this Article, comparable position is defined as same wage rate, same shift (if applicable), same classification, and same worksite. An alternative worksite can be selected with mutual agreement between the Employer, the employee, and the Union.

Within the first thirty (30) calendar days of the Evaluation period, an employee may elect to return to his/her former position without loss of seniority or wage rate.

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

Employees shall be provided with appropriate training and orientation tools and written progress report prior to the completion of the Evaluation period.

Section 4 – Release of successful bidders

The Employer will in good faith and subject to efficient operations use its best efforts to release successful bidders to their new job within forty-five (45) ~~sixty (60)~~ calendar days.

Section 5: Employer Requested Change in Hours

Should an employee request or volunteer to increase or decrease his/her/their scheduled hours and the Employer agrees (the final decision involving a status change of any employee rests with the Chief or his/her/their designee) then the following must occur prior to awarding the change:

1. A notice of the request shall be given to all employees in the department by email;

2. After five (5) days notice, if no other employee requests the change then the original employee shall be awarded the change. However, if any other employees make the same request during this time, the most senior person meeting the posted qualifications shall receive the change request.

Section 6: Recruitment / Retention

The parties agree that they will utilize various recruitment incentives to assist in attracting new staff. Current programs include:

· Sign on Bonuses and/or Relocation Assistance for New Hires

· Employee Referral and Award Programs

During the term of the Agreement as other programs are introduced, they will be discussed and agreed to by the parties.

ARTICLE XVII - Wages

Section 3 - Across the Board Wage Increases

The ATBs for each year will be effective on the first day of the pay period closest to October 1 of that year or upon ratification by the NUHW, whichever is later.

2025 Wage Increase: All bargaining unit employees shall receive a **five percent (5.0%)** across the board (ATB) wage increase.

2026 Wage Increase: All bargaining unit employees shall receive a **four percent and a half (4.5%)** across the board (ATB) wage increase.

2027 Wage Increase: All bargaining unit employees shall receive a **four percent (4.0%)** across the board (ATB) wage increase.

2028 Wage Increase: All bargaining unit employees shall receive a **four percent (4.0%)** across the board (ATB) wage increase.

The 2025 ATB will be implemented as soon as administratively feasible after contract ratification.

Section 4 - Performance Improvement Bonus

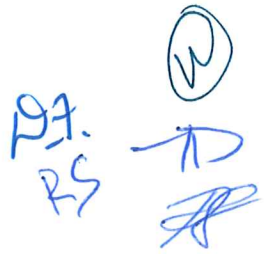
The Employer will offer a performance improvement bonus based on the achievement of metrics to be determined by the Employer for ~~2022, 2023, 2024 & 2025~~, 2027 & 2028, centered on improving access and enhancing the KP behavioral health program over the years. The bonus shall be paid in March of 2028 for year 2027, March of 2029 for year 2028 ~~and March of 202 for year 202x~~.

The payout will be up to a maximum of $5,000.00 (five-thousand dollars and no cents) for Full-time employees, and pro-rated for Part-time employees, for full achievement of the metrics.

To receive the performance improvement bonus the employee must be in an active status as of the end of the performance year.

Section 7 – ~~On-Call Time~~ After Hours

~~On-Call~~After Hours ~~Time~~ refers to an after-hours system that includes off-site, ~~on-call~~after hours coverage and/or on-site coverage. This is intended to ensure coverage on weekends and after hours. ~~On-Call~~After Hours Time shall be applicable for the following time periods:



Each Weekday: 5:00 PM to 9:00 AM the following day

Each Weekend Day or Holiday: 9:00 AM to 9:00 AM the following day

Employer will maintain a Dedicated after-hours system for each facility (defined in Appendix A), with posted positions (either Posted Dedicated ~~On-Call~~After Hours or On-Site which will ~~may~~ include regular, short hour, temporary, and/or per diem employees).

Employer maintains the right to establish required ~~on-call~~after hours coverage and to utilize a non-dedicated system when dedicated staff are not available (whether planned or unplanned). The Employer's intent is to minimize the use of a non-dedicated system

In preparing a schedule the following order will be utilized to ensure coverage:

1. Employees in Posted Dedicated ~~On-Call~~After Hours and/or on-site positions will fulfill their normal weekly scheduled shifts.

2. Employees in Posted Dedicated ~~On-Call~~After Hours and/or On-Site positions will be offered any remaining vacant shifts.

3. Volunteers ~~may~~ will be sought to fill additional needed shifts as described in the Non-Dedicated ~~On-Call~~After Hours System below.

4. ~~Remaining shifts will be assigned by the Employer as described in the Non-Dedicated On-Call System below.~~ Remaining shifts may be assigned by the Employer to non-volunteers in an equitable manner through December 31, 2029. Thereafter, the Employer will no longer assign NUHW represented staff involuntarily to cover shifts and may use non-bargaining unit employees to cover such shifts.

Non-Dedicated ~~On-Call~~After Hours System:

The Employer will ~~may~~ seek volunteers who wish to take extra shifts when the posted position ~~On-Call~~After Hours and/or On-site staff are not available. The Employer may limit the number of call shifts voluntarily taken by an employee to ensure appropriate clinical operations. If the Employer requires additional shifts the Employer will determine the distribution of coverage in an equitable way.

Non-volunteer, non-dedicated employees will only be required to cover one (1) medical center during their shift.

Regular Employees will ~~either earn Accrued Time Off (ATO) or~~ receive extra pay at the rate of one (1) hour for every two hours ~~four (4) hours~~ of ~~on-call~~After Hours (e.g., 84 hours for a 16-hour weekday shift, and 126 hours for a 24-hour weekend shift).

When required to come on-site during ~~On-Call~~After Hours Time, employees will receive a minimum of two (2) hours of ~~ATO or extra~~ pay and receive one (1) hour of ~~ATO or~~ extra pay for

each additional hour or increment of an hour thereafter. Shift differential provisions apply to all paid hours.

For coverage of on-site shifts, regular employees will earn ~~Accrued Time Off (ATO) or~~ extra pay at rate of time for time.

Additional Holiday Accrual - Applicable only to employees not hired into a posted ~~on-call~~After Hours or on-site position.

For coverage on a designated holiday, in addition to accruals for applicable on call shifts, regular employees will either earn ~~accrued time off (ATO) or receive~~ extra pay at the rate of one (1) hour for every two (2) ~~four (4)~~ hours of coverage whether coverage is on call or on-site. For shifts that cover a portion of the holiday, the additional holiday accrual will be pro-rated.

~~The Employee will have discretion to earn ATO or extra pay for On-Call Time.~~

~~ATO can be accumulated up to a maximum of eighty (80) hours and can be scheduled off in half-hour increments. Employees whose ATO accumulation has approached or reached the maximum will meet with his/her/their supervisor to set forth a plan for ATO to be taken. In the meantime, should the employee be required to take call while their ATO bank is at maximum they will be paid at their hourly rate for the number of ATO hours earned more than eighty (80).~~

~~ATO is not a vested benefit. Employees do not receive a cash-out of accrued ATO upon termination of employment, change of status to non-benefited, or transfer outside of the bargaining unit. Employees are expected to work with their manager to exhaust their ATO bank before transferring to a new facility. If the employee is unable to exhaust their ATO, they will be allowed to transfer this accrued time to their next worksite.~~

Posted Dedicated ~~On-Call~~After Hours Positions:

Posted Dedicated ~~On-Call~~After Hours Positions are positions in which the job posting includes one or more ~~on-call~~After Hours shifts as regularly-scheduled shifts. The posting will indicate the number of hours per week of assigned on-site hours and ~~on-call~~After Hours shifts.

An employee's salary and compensable hours will be determined based on posted on-site and/or ~~on-call~~After Hours shifts. Scheduled ~~on-call~~After Hours shifts will be factored as one (1) hour for every two (2) hours of scheduled ~~on-call~~After Hours for the purposes of determining part-time or full-time status and the employee's fixed salary.

The employee's fixed salary will not be reduced because of temporary scheduling changes required by the Employer.

Employees in Posted Dedicated ~~On-Call~~After Hours Positions ~~can~~ earn ~~ATO or~~ extra pay for additional ~~on-call~~After Hours shifts that are beyond their weekly posted ~~on-call~~After Hours shifts , at a rate of one (1) hour for two (2) shift hours. Employees who report to work will be paid for each hour of work. Employees working in Posted Dedicated ~~On-Call~~After Hours Positions

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receive no additional compensation ~~or ATO~~ if required to come on-site. Shift differential provisions do not apply.

Examples:

- An employee who works four 8 hour shifts in the clinic and then a dedicated shift of 16 hours would be reflected in the HR System as a full-time (40-hour) salaried employee (32 hours for on-site work plus 8 hours for ~~on-call~~After Hours work).

- An employee who works one 10-hour shift in the clinic and then one dedicated ~~on-call~~After Hours shift of 24 hours on weekends would be reflected in the HR System as a 22-hour employee (10 hours for on-site work plus 12 hours for ~~on-call~~After Hours work).

Earned PTO ~~or ATO~~ may be used to supplement pay for missed ~~on-call~~After Hours shifts at the rate of one (1) hour of PTO~~/ATO~~ for every two (2) hours of scheduled ~~On-Call~~After Hours Time.

Examples:

- An employee, who works four 8 hour shifts in the clinic and then a dedicated shift of 16 hours ~~on-call~~After Hours, could use 8 hours of PTO for a missed shift in the clinic, and 8 hours of PTO for a missed ~~on-call~~After Hours shift.

- An employee, who works one 10-hour shift in the clinic and then one dedicated ~~on-call~~After Hours shift of 24 hours on weekends, could use 10 hours of PTO for a missed shift in the clinic and 12 hours of PTO for a missed ~~on-call~~After Hours shift.

In the event that an employee misses a full day of ~~on-call~~After Hours or on-site work and has no earned PTO~~/ATO~~, the Employer will reduce an employee's salary by an amount equal to the percentage daily salary (e.g., 1/5 of the guaranteed weekly salary) regardless of the number of hours scheduled.

Example:

- An employee who is scheduled to work one 10-hour shift in the clinic and one dedicated ~~on-call~~After Hours shift of 24 hours on weekends, misses the 10-hour shift in the clinic for personal reasons and has no earned PTO~~/ATO~~. The Employer may deduct 1/5 of the Employee's weekly salary for the missed on-site shift. Similarly, if the employee misses a 24 hour ~~on-call~~After Hours shift, the Employer may deduct 1/5 of the Employee's weekly salary for the missed ~~on-call~~After Hours shift.

ARTICLE XXII – HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

Regular full-time and regular part-time employees and their eligible dependents receive Health and Welfare benefits as described below. Eligible dependents include spouse or eligible domestic partner, and children under age twenty-six (26). Physically or mentally disabled children are

covered regardless of age, provided their disability occurred prior to the child turning age twenty-six (26). Employees may need to provide annual certification of disability and dependency.

~~Ninety (90) Day Plan Newly hired and newly eligible Regular employees, e.g., a Per Diem employee who becomes regular full-time, participate in the Ninety (90) Day plan prior to becoming eligible for the "Benefits by Design" flexible benefits program.~~

~~Regular employees and their eligible dependents participate in Employer-paid Health Plan, Supplemental Medical, and Life Insurance equal to one times employee's annual salary to a maximum of $50,000. Coverage becomes effective the first (1st) of the month following date of hire or the date they become regular status.~~

"Benefits by Design" Flexible Benefits Program

Regular employees and their eligible dependents may enroll in the "Benefits by Design" flexible benefits program. "Benefits by Design" includes medical, dental, life insurance and long-term disability coverage options. In addition, eligible employees may participate in the Dependent Care and the Health Care Spending Accounts. Effective with the plan year beginning 1/1/2028, eligible employees that participate in the Health Care Flexible Spending Account may carry over a limited amount of unused contributions made during the plan year into the next plan year in accordance with the plan's terms. Employees may change options during the annual flex open enrollment period. If no changes are made, the same options will remain in effect for the rest of the year until they make a change. To continue participation in the Dependent Care and/or the Health Care Spending Accounts, employees must make an annual election. Most c~~C~~overage for newly hired and newly benefit eligible employees, and their dependents under the "Benefits by Design" flexible benefits program is effective the first (1st) of the month following date of hire . Dental benefits and Disability benefits are effective first (1st) of the month following three (3) months of employment. ~~the completion of ninety (90) days from date of hire or the date they become benefit eligible.~~

See Appendix B for a list of co-payments effective January 1, 2017 for some of the most commonly used medical care services under the Basic Plan, Mid Plan and High Plan of the Flexible Benefits Program.

Employees who were covered by Contributory Life insurance as of December 31, 1996 continue to have coverage equal to two times their annual salary up to a maximum of $500,000, and Accidental Death and Dismemberment (AD&D) coverage in addition to any life insurance coverage they may have chosen under the "Benefits by Design" flexible benefits program.

Default Plan

The Default Plan is provided only to Regular employees (not their eligible dependents) scheduled to work twenty (20) hours or more per week who do not make elections under the

"Benefits by Design" flexible benefits program during the election period. Regular employees scheduled to work fewer than twenty (20) hours per week and their eligible dependents are not eligible to participate in the Default Plan. The Default Plan provides Health Plan (with Supplemental Medical) and Life Insurance equal to one times the employee's annual salary to a maximum of $50,000.

Employees under the Default Plan do not have dental or long-term disability benefits and are not eligible to receive flex credits. The Default Plan will remain in effect for the rest of the year until the next flex open enrollment period when employees may make changes and/or add eligible dependents to their coverage.

Employer Funding

The Employer shall provide flex credits to fund benefits at 100% for regular employees scheduled to work 32 hours or more per week. Regular employees scheduled to work 26 to 31 hours per week will receive funding at 80%. Regular employees scheduled to work 20-25 hours per week will receive funding at 60%.

~~A. Ninety (90)~~

~~Day Plan The Employer shall fund the benefits covered under the Ninety (90) Day Plan for Regular Full Time employees and their eligible dependents. Regular Part Time employees who are regularly scheduled to work less than sixty-four (64) hours per pay period have a cost share for the Ninety Day Plan.~~

B. "Benefits By Design" Flexible Benefits Program

The Employer shall provide flex credits to fund the benefits covered under the KFHP Mid-Level Plan option (with Supplemental Medical), ~~and~~ the Basic Dental Plan and the Mid-Level Vision Plan options for Regular employees and their eligible dependents. The Employer shall provide flex credits to fund the 50% Long Term Disability coverage option, and life insurance coverage at thirty-one cents (0.31) per one thousand dollars ($1,000) of coverage, up to one (1) times the employee's annual salary.

The dental plan annual maximum for participants will be $1,500 and the lifetime maximum for child orthodontia shall be $1,500. Effective January 1, 2028, the dental plan annual maximum for participants will be $2,000 and the lifetime maximum for child orthodontia shall be $1,500.

Effective January 1, 2023, Alternate Mental Health Coverage under the Supplemental Medical Plan shall allow a covered spouse and any covered dependents to receive coverage without the requirement to obtain a "denial of services" letter.

Effective January 1, 2028, Alternate Mental Health Coverage under the Supplemental Medical Plan shall allow a retiree, a retiree's covered spouse and any covered dependents to receive coverage without the requirement to obtain a "denial of services" letter.

C. Default Plan

The Employer shall fund the benefits covered under the Default Plan for eligible employees only.

Coverages, limitations and exclusions of the foregoing Health and Welfare Plans, Dependent Care and Health Care Spending Accounts coverages are established and governed by the Employer's service agreements with respective providers, insurance carriers, Plan Documents, and Summary Plan Descriptions. Further information can be found in the TPMG Benefits For You Booklet.

Alternate Compensation Program (ACP)

Eligibility

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.

Pay Differential in Lieu of Certain Benefits

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

Proof of Other Medical Coverage

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.

ACP Participation

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.

Payroll Calendar Year

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.

Exchanged Benefits

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

ESL Account Frozen

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.

Cash Out of PTO

An employee who elects to participate in the ACP will receive a payoff for all accrued Paid Time Off (PTO) 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.

Benefits Participation of An Employee in ACP

An employee who satisfies applicable requirements and is enrolled in ACP will have the following applied based on an option to participate or, as applicable, automatically:

- Additional hours will be paid at the ACP wage rate differential;
- Commuter Spending Account;
- Dependent Care Spending Account;
- Designated Holidays worked paid at one and a half (11/2) times the base wage rate; unworked Designated Holiday will not be paid;
- Employee-purchased Optional Life Insurance;
- Health Care Spending Account;
- Jury Duty paid at the ACP wage rate differential;
- Kaiser Permanente Employees Pension Plan (KPEPP), (with Final Average Monthly Compensation at the base wage rate without the 20% ACP differential);
- 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; and

• Unpaid Leaves of Absence, including FMLA/CFRA, Personal Leave, Medical Leave, Occupational Injury or Illness Leave, have no benefit coverage or accruals associated with the leaves.

Unpaid Leave for Employees in ACP

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.

Post Retirement Benefit for Employees in ACP

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 XXIV.

Benefits by Design Voluntary Programs

Insurance benefits found in the Benefits by Design voluntary program will be made available on an after-tax basis to employees eligible for benefits, 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 improvements or changes made to the program will be offered to eligible employees.

ARTICLE XXV – Retirement Plans

Section 1 – Pension

The Employer shall provide a Defined Benefit Pension Plan. The full cost of the Plan will be paid by the Employer. The pension formula shall be 1.45% of Final Average Pay multiplied by all years of Credited Service with no Social Security offset. Employees on the payroll as of October 13, 2000 were grandfathered into the previous pension plan with the formula of 1.5% of Final Average Pay multiplied by all years of Credited Service with no Social Security Offset.

Credited Service in Kaiser Permanente Employees Pension Plan ("KPEPP"), for calendar years starting January 1, 2003 is defined as a year in which a participant has 1800 or more compensated hours. Credited Service in KPEPP for calendar years before 2003, and Credited Service in the previous pension plan is defined as a year in which a participant has 2000 or more compensated hours. Credited Service is prorated if there are fewer than 1800 or 2000 compensated hours, as applicable, in a calendar year. Final Average Pay is defined as the averaged highest sixty (60) consecutive months of compensation earned over the last one hundred twenty months (120) of employment.

Employees will be eligible to retire as a Normal retiree at age sixty-five (65) with at least one (1) year of service, as a Postponed retiree if over age sixty-five (65) with at least one (1) year of service, and as an Early retiree with a minimum age of fifty-five (55) and a minimum fifteen (15) years of service. Employees who terminate with five (5) or more years of service, prior to being eligible to retire, are vested in the Plan.

A Year of Service is defined as 1,000 or more compensated hours in a calendar year. There is no proration of service years.

The Employer shall provide a qualified Pre-retirement Survivor Annuity to active employees vested in the Kaiser Permanente Pension Plan at no cost to the employee. This benefit provides a monthly annuity to the surviving spouse or domestic partner from the Plan. This benefit is payable on the date the employee would have been eligible for Normal retirement. However, the spouse or domestic partner may elect to receive a reduced benefit payable on the date the employee would have become eligible for Early retirement.

Terms and definitions of the Retirement Plans are contained and governed by the respective Plan Documents.

~~Joint Committee to Review Pension Benefits A joint committee will be established to review the pension benefits provided in Article XXV of this Agreement. The joint committee will explore alternative retirement income programs for the purposes of controlling costs and liabilities as well as ensuring reasonable and predictable income is available to eligible employees. The joint committee will provide timely annual summaries of its progress and make recommendations and, where appropriate, the parties will agree to changes for new employees.~~

Section 2 – Tax Deferred Retirement Savings

The Employer provides employees with a voluntary, tax deferred, retirement savings plan, The Kaiser Permanente 401(k) Retirement Plan. The 401(k) Retirement Plan is governed by the plan documents as amended from time to time. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.

An employee with one (1) or more years of service, who contributes to the 401(k) Plan will be eligible for the Employer Contribution Match program. The Employer will make contributions to match 100% of the eligible employee's contribution, up to 1.25% of the employee's salary. The Employer contributions will vest in increments of 20% per year, with participants becoming fully vested in the Employer contribution after five (5) years of service.

The 401(k) plan is governed by the plan documents as amended from time to time.

ARTICLE XXVIII – Job Duties and Workload Distribution (NOTE: The language below reflects the paragraphs with changes in Article XXVIII. All other paragraphs maintain existing contract language)

452 This section applies only to hours spent in individual/family therapy within the Department of Mental Health/Psychiatry and Virtual Behavioral Health (VBH). It does not apply to hours spent, in whole or in part, in Addiction Medicine, Behavioral Medicine, ADAPT, Early Start, Autism Spectrum Disorder Evaluation, IOP, Chronic Pain, Gender Evaluation and Assessment, Crisis/Triage, Emergency Department, Neuropsychological time, Case Management, or to time spent in a position designated as Initial Assessment Coordinator (IAC), Eating Disorder Specialist, or other Embedded Specialties.

453 The Employer will construct therapist profiles with a ratio of one new psychotherapy intakes appointment to five individual/family returns. Intakes provided either through Connect 2 Care or the local medical center are considered a new psychotherapy intakeappointment. Therapists' profiles will reflect a ratio of one new psychotherapy appointment to five return psychotherapy appointments. The number of return appointments may be expanded when a provider is engaged in specific programming such as treatment tracks. If a patient is transferred for on-going care, the patient will be booked with an "A" Secondary appointment. Provider profiles will reflect a ratio of 1:5 for each "A"Secondary appointment. Assigned groups, meetings, case consultation conferences, and supervision time are excluded from this ratio.

454 Once on-going treatment has started for an episode of care, any patient not seen by the on-going therapist for an individual psychotherapy appointment within the previous twelve (12) months should be booked as New appointment, an "N", unless the patient is being seen as coverage for another therapist.

455 The 1:5 ratio does not apply immediately to new employees, or to employees returning from an extended leave, where patient caseloads have been substantially reduced, or employees who have been newly assigned individual psychotherapy time. Such employees can expect to have a ratio less than 1:5 until a case load is established.

456 An unbooked Return appointment two business days in advance of the appointment may be converted into a New or Secondary appointment by facility department management, provided that an individual therapy provider shall have no more than one unbooked return appointment converted per week. No part-time employee providing individual therapy shall have a ratio of less than 4 return appointments to one new appointment over a 4-week calendar period due to the conversion of unbooked return appointments.

456457 To ensure ongoing adequate access, when a ratio of 1:5 cannot be maintained for greater than one (1) month, the Employer's intent will be to may refer patients to providers outside the bargaining unit, including, at the Employer's sole discretion,

non-KP providers, in order to return to a 1:5 ratio, as needed, by facility. The use of any such outside assignment of patients will not result in the elimination of bargaining unit positions.

~~457~~ ~~6~~458 . If it is necessary to refer out for longer than three (3) months in a department, the Employer will adjust staffing in the department as needed in order to return to a 1:5 ratio, except in cases where the need to refer out is temporary, for example where it is due to employee leaves. While the Employer's intent is as stated above, the Union recognizes that circumstances may require modification of new to return ratios in order to maintain appropriate access for new patients per regulatory requirements.

461 (former 460) Individual therapy providers will have the option to reserve return appointments for clinically appropriate return access and/or unexpected crisis patient care (Rapid Return ~~return "Q"~~). Providers will be able to reserve one Rapid Return Q appointment per week for every new patient booked the prior week for on-going therapy. Upon mutual agreement additional Rapid Return Q appointments will be added based on need and use. Management will not book into this time without prior agreement of the provider, except for appointments unbooked 48 hours or two business days in advance. These appointments can be used for return appointments or one-time assessments that would not affect the 1:5 ratio.

~~465 **Section 5 – Outcomes Based Care**~~

~~466 Both parties recognize the importance of providing high quality, outcomes informed patient care to assist in treatment planning and caseload management. Employees shall utilize outcomes tools regularly throughout the course of treatment to guide treatment planning and graduation in an episode of care.~~

ARTICLE XXXVII - Duration of Agreement

Except as otherwise specifically provided, this Agreement shall be effective as of October 1, 2025 ~~2021~~, and shall continue in effect through September 30, 2029, ~~2025~~ and shall be automatically renewed from year to year thereafter, unless amended, modified, changed or terminated.

Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least 90 days prior to the expiration date. Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

Appendix A

APPENDIX A – KAISER PERMANENTE FACILITIES AND WORKSITES

The following list of Facilities and Worksites will be applied to the following Articles:

~~1. Posting and Filling Positions~~
~~2.~~ 1 Reduction in Force
~~3.~~ 2 Transfers/Promotions/Multiple Sites

Commented [TM1]: Re-number to reflect strike through of prior 1

FACILITY	WORKSITE (SITE)
CENTRAL VALLEY	• ~~Manteca~~ Lathrop Medical Center and Associated Medical Offices • Modesto Medical Center and Associated Medical Offices • Stockton Medical Offices and Associated Medical Offices
DSA	• Antioch Medical Center and Associated Medical Offices • Walnut Creek Medical Center and Associated Medical Offices • Pleasanton Medical Offices and Associated Medical Offices
EAST BAY	• Oakland Medical Center and Associated Medical Offices • Richmond Medical Center and Associated Medical Offices
FRESNO	• Fresno Medical Center and Associated Medical Offices
GSAA	• Fremont Medical Center and Associated Medical Offices • Fremont Med-Psych Unit • San Leandro Medical Center and Associated Medical Offices
NAPA SOLANO	• Vacaville Medical Center and Associated Medical Offices • Vallejo Medical Center and Associated Medical Offices
NORTH VALLEY	• Roseville Medical Center and Associated Medical Offices • Sacramento Medical Center and Associated Medical Offices
REDWOOD CITY	• Redwood City and Associated Medical Offices
REGIONAL VIRTUAL CARE	• ~~Connect to Care (C2C) and Associated Locations~~ • Virtual Adapt and Associated Locations • Virtual Care and Associated Locations
SAN FRANCISCO	• San Francisco Medical Center and Associated Medical Offices
SAN JOSE	• San Jose Medical Center and Associated Medical Offices
SAN RAFAEL	• San Rafael Medical Center and Associated Medical Offices
SANTA CLARA	• Santa Clara Medical Center, ~~and~~ Associated Medical Offices and Behavioral Health Center
SANTA ROSA	• Santa Rosa Medical Center and Associated Medical Offices
SOUTH SACRAMENTO	• South Sacramento Medical Center and Associated Medical Offices

SOUTH SAN FRANCISCO	• South San Francisco Medical Center and Associated Medical Offices

Priya Smith 11/06/2024

David Frizzell 11/6/26

Matthew Lovell

Robert Spagat

Tara Draper

VANESSA COE