

KP THERAPISTS' CBA OUTLINE and TENTATIVE AGREEMENTS FINAL 12/17/2013

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KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE


Agreement

Agreement (Consensus 5.15.2013 @ 11:25 am)

This Agreement is made and entered into by and between Kaiser Foundation Hospitals and Southern California Permanente Medical Group, hereinafter referred to as the "Employer" and the KP Therapists, which is an affiliate of the United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO (UNAC/UHCP), hereinafter referred to as the "Union."

INTENT OR APPLICATION: Self-explanatory.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

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INTENT LANGUAGE

Preamble

Preamble (Consensus 5.15.2013 @ 11:20 am)

Provisions of local collective bargaining agreements and The National Agreement should be interpreted and applied in the manner most consistent with each other and the principles of the Labor Management Partnership. If a conflict exists between specific provisions of a local collective bargaining agreement and The National Agreement, the dispute shall be resolved pursuant to the Partnership Agreement Review Process in Section 1.L.2.

If there is a conflict, unless expressly stated otherwise, The National Agreement shall supersede the local collective bargaining agreements; however, in cases where local collective bargaining agreements contain explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the local collective bargaining agreement, The National Agreement shall not be interpreted to deprive the employees of such wage, benefit or condition.

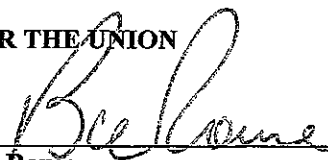
INTENT OR APPLICATION: Establishes parameters of the local and national agreements.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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Recognition and Coverage

Recognition and Coverage (Consensus 5.21.2013 @ 10:40 am)

The Employer hereby recognizes the Union as the sole bargaining agent representing all included Health Care Professionals for the purposes of collective bargaining to establish rates of pay, hours of work, and other conditions of employment.

Employees covered by this Agreement are those Health Care Professional licensed applicants, certified, or licensed to practice in the State of California and employed by the Employer in the following classifications: Physical Therapists, Occupational Therapists, Recreation Therapists, Clinical Specialist I – Physical Therapists, Clinical Specialist I – Occupational Therapists, Home Health Physical Therapists, Home Health Occupational Therapists, Home Health Recreation Therapists, Clinical Specialist II – Physical Therapists, Clinical Specialist II – Occupational Therapists, Senior Physical Therapists, Senior Occupational Therapists, and Senior Recreation Therapists at the following Medical Centers and their associated outlying Medical Offices and Inpatient facilities: Baldwin Park, Downey, Fontana, South Bay, Kern County, Los Angeles, Ontario, Orange County – including Anaheim and Irvine, Panorama City, Antelope Valley, Riverside, Moreno Valley, San Diego, West Los Angeles, and Woodland Hills. This will also include employees in the above referenced classifications at the Regional Offices and its outlying facilities. Furthermore, Health Care Professionals at any additional facilities which may qualify as accretions to any of the existing Medical Centers during the term of this Agreement will also be covered by this Agreement.

Excluded from coverage, unless expressly abridged by the agreement are Supervisor classifications, and all other non-Health Care Professional employees including personnel defined in the National Labor Relations Act, as amended.

For the purpose of this Agreement, the term “facility” shall be defined as each medical center and associated medical office buildings.

KAISER PERMANENTE MEDICAL CARE PROGRAM

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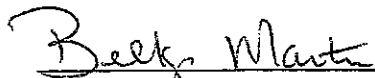
Courtesy

Courtesy (Consensus 5.15.2013 @ 1:50 pm)

The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, physicians, patients and the public.


INTENT OR APPLICATION: Self-explanatory.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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KAISER PERMANENTE MEDICAL CARE PROGRAM

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[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

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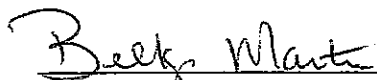
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INTENT OR APPLICATION: Self-explanatory.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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INTENT LANGUAGE

Rights of Management

Rights of Management (Consensus 5.15.2013 @ 2:50 pm)

All the rights of management vested solely in the Employer in the operations of its business are limited only by the specific provisions of this Agreement.

INTENT OR APPLICATION: Establishes management rights except as limited by the Collective Bargaining Agreement.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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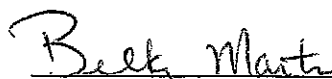
Strikes and Lockouts

Strikes and Lockouts (Consensus 5.15.2013 @ 2:10 pm)

In view of the importance of the operation of the Employer's facilities to the community, the Employer and the Union agree that there will be no lockout by the Employer, and no strikes or other interruptions of work by the Union or its member Health Care Professionals during the term of this Agreement, and that all disputes arising under this Agreement shall be settled in accordance with the Grievance and Arbitration Article.

INTENT OR APPLICATION: Establishes that during the term of the Agreement, no strikes or lockouts will occur.

FOR THE EMPLOYER



Belkys Marten
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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Membership

Membership (Consensus 5.15.2013 @ 2:50 pm)

Requirements

It shall be a condition of employment that all Health Care Professionals of the Employer covered by this Agreement shall remain members of the Union in good standing. For the purpose of this Article, membership in good standing is satisfied by the payment of uniform and customary initiation fees, periodic dues and reinstatement fees required by the Union, except to the extent modified by Paragraph XXXX herein. It shall also be a condition of employment that all Health Care Professionals covered by this Agreement and hired on or after its execution date shall, within thirty one (31) days following the beginning of such employment, become and remain members in good standing in the Union.

Maintenance

Health Care Professionals who are required hereunder to maintain membership and fail to do so, and Health Care Professionals who are required hereunder to join the Union and fail to do so, shall upon notice of such action in writing from the Union to the Employer, be notified of their delinquent status and that the Union is requesting the delinquent monies. If the Health Care Professionals refuses to comply, termination may be necessary. However, it is understood that all reasonable efforts will be made to correct the situation before termination is justified.

New Health Care Professionals Notice

At the time of employment, a copy of this Agreement shall be given by the Employer to each Health Care Professionals covered by this Agreement and specific attention shall be called to the obligation of this provision. The Employer shall also give to each Health Care Professionals covered by this Agreement at the time of employment, the current Union form authorizing voluntary payroll deduction of monthly dues.

Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employed Health Care Professionals who are

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subject to the provision of this Agreement giving names, addresses, classifications and dates of employment.

On or before the tenth (10) of each month, subsequent to the establishment of the master list, the Employer will forward to the Union, the names, addresses, classifications and dates of employment of new Health Care Professionals and the names of those Health Care Professionals who have resigned or who have been terminated.

Payroll Deduction of Union Membership Dues

The Employer will deduct Union membership dues and initiation fees from the wages of each Health Care Professionals who voluntarily agrees to such deductions and who submits an appropriate written authorization to the Employer, setting forth standard amounts and times of deduction. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written authorization or within a fifteen (15) day period prior to the termination date of the current Agreement between the Employer and the Union, whichever occurs first. Dues deductions shall be made monthly and remitted to the Union.

Indemnification

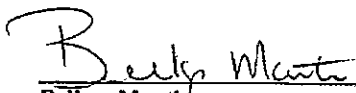
The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with this Article.

Exemptions

As provided by Federal law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be handled separately, and any agency of the employees' local United Fund (or equivalent) shall be used in compliance.


INTENT OR APPLICATION: Identifies that a condition of employment is to become a member of the Union and identifies Management's obligation to collect Union dues and the consequences of non-compliance.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

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Non-Discrimination

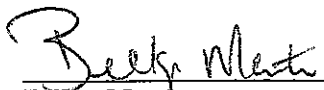
Non-Discrimination (Consensus 5.15.2013 @ 3:00 pm)

The Employer and the Union agree that there shall be no discrimination against any Health Care Professionals or applicant because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical disability, mental disability, veteran status or marital status as provided by law.

There shall be no distinction between wages paid to men and wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.


INTENT OR APPLICATION: Self-Explanatory.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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Harassment

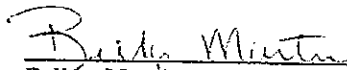
(Consensus 6.5.2013 @ 1:45 pm)

HARASSMENT

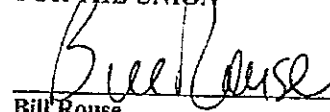
The Employer is committed to providing a work environment free from discrimination and unlawful harassment, such as verbal, physical, or visual that is unwelcome and is based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment.

INTENT OR APPLICATION: Self-explanatory

FOR THE EMPLOYER


Belkys Martin
Senior Labor Relations Representative

FOR THE UNION


Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

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Union Representation

(Consensus 5.21.2013 @ 11:50 am)

Union Representation (Consensus 5.21.2013 @ 11:50 am)

The Union will be allowed to appoint a reasonable number of Union Representatives to conduct union business related to Kaiser Permanente.

The Union President or designee will be the Chief Representative of *affiliate name*.

Union Representatives will notify their manager or designee when required to participate in union business during work hours. Union Representatives will be paid for time spent during scheduled work hours when participating in grievance, disciplinary, issue resolution or corrective action meetings with Management. Requests for participating in union business will not be unreasonably denied. Whenever possible, appropriate advance notification should be given to the manager or designee. In instances when a Union Representative is required on short notice, i.e., the same day, the Union Representative will consult with his/her manager or designee to arrange a satisfactory time.

There shall be no discrimination by the Employer against Health Care Professionals because of membership in or activity on behalf of the Union, provided that such activity does not interfere with the Health Care Professional's regular duties. Union Representatives shall not be transferred or reassigned to another work area as a result of Union activities.

Access Rights of Union Representatives

Officers and Representatives of the Affiliate and/or the State Association shall be permitted access to the Employer's facilities. The Employer shall permit the State Association Representatives to conduct union business provided the Human Resources Leader is notified and that no interference of the work of the Health Care Professional

shall result. If it is necessary for Representatives to conduct union business during other than normal business hours, the Human Resources Director or, if not available, management should be notified.

Union Leave of Absence

Leaves of Absence for Union Business will be granted and addressed in accordance with the National Agreement. Should the National Agreement not be renewed, the Union may initiate a request to bargain the issue of Union Leave of Absence.

Union Meetings

Upon request, Union meetings and elections may be held at the Medical Center facilities, when appropriate, provided space is available.

New Employee Orientation

The parties agree to the value of the Union meeting with newly hired Health Care Professionals who are bargaining unit members. As a result, the Affiliate officers or designee shall have access to New Employee Orientation to meet with newly hired Health Care Professionals.

Bulletin Boards

The Employer may provide one (1) glass enclosed, locking bulletin board at each primary location where Health Care Professionals are regularly employed for the exclusive use of the Union. Placement of materials will be by mutual agreement and copies of materials will be provided upon request.

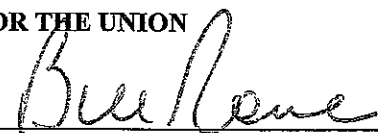
INTENT OR APPLICATION: Self-explanatory

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

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Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

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[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Corrective Action and Discipline

CORRECTIVE ACTION and DISCIPLINE (Consensus 5.22.2013 @ 2:15 pm)

Corrective Action

The parties agree to adopt and follow the Corrective Action process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.

In the event the Corrective Action process is discontinued the parties will meet to identify an alternative process.

Issue Resolution

The parties agree to the philosophy and concepts outlined in the Issue Resolution process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.

In the event the Issue Resolution process is discontinued the parties will meet to determine if an alternative process is necessary.

Discipline

The Employer shall discipline, suspend or discharge any Health Care Professional for just cause only.

All Health Care Professionals shall have the right to have a Union Representative present at any meeting with supervisors or Management representatives when such meetings are investigatory, accusatory or disciplinary in nature. Management will advise the concerned Health Care Professional if the intent of the meeting is to be investigatory, accusatory or disciplinary in nature.

The Employer shall notify the State Association of a discharge within seven (7) workdays stating the reason for the action taken. Such notice may first be made by telephone, with written confirmation to be made as soon thereafter as is reasonable. In the event a Union Representative is present during the termination, the Association will be deemed to have been notified. Receipt by the Affiliate of the Corrective Action/Notice of Disciplinary Action will constitute notification as referred to in this paragraph.

Health Care Professionals will receive copies of all corrective action disciplinary notices placed in their personal/personnel files and shall have the right to rebut in writing any corrective action/disciplinary notice. Such rebuttal shall be attached to the corrective action/disciplinary notice and placed in the personal/personnel file. Any materials relating to corrective action/discipline for which there has been no reoccurrence for one (1) year shall not be used as a basis for progressive corrective action/discipline in any future matters and will be removed after one (1) year. The Health Care Professionals shall have the right to review their personnel files to ensure the outdated corrective action/disciplinary notices have been removed.

It is the intent of the Employer to utilize progressive corrective action/discipline in normal circumstances. The corrective action/discipline imposed will be appropriate to the offense. Where deemed appropriate, the Employer may elect to use informal corrective action such as verbal counseling and documented counseling prior to the issuing of formal discipline. Formal corrective action/discipline imposed may include any or all of the following: written Corrective Action/Notice of Disciplinary Action, suspension and/or discharge. However, Health Care Professionals may be discharged for gross misconduct or gross neglect of duty without prior warning.

Personnel Record Information

The Employer shall provide copies of Corrective Action Notices of Disciplinary Action to the appropriate local Union Representative within five (5) workdays. In the event a Union Representative is present during the corrective action/discipline, the Association will be deemed to have been notified.

All Notices of Corrective Disciplinary Action are subject to the Grievance and Arbitration Procedure except notices of termination issued to probationary employees as referenced in Paragraph XXXX.

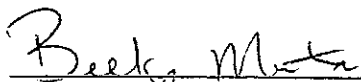
The Employer further agrees, upon request with the written consent of the Health Care Professional and accompanied by the Health Care Professional, to show the Union Representative any material in the personnel record which is germane to an alleged infraction by the Health Care Professional, in accordance with established procedures.

In any case where the Employer and Union Representative agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.

To satisfy governmental record-keeping requirements, copies of such notices shall be permanently maintained in a separate file to which supervisors shall not have access.

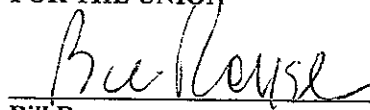
INTENT OR APPLICATION: Self-explanatory.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

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INTENT LANGUAGE

Grievance and Arbitration

GRIEVANCE AND ARBITRATION (Consensus 5.22.2013 @ 1:30 pm)

Grievance Procedure

Any complaint or dispute arising between a Health Care Professional and/or the Union and the Employer concerning the interpretation or application of the provisions of this Agreement or any questions relating to wages, hours of work, or other conditions of employment, shall be resolved in accordance with this Article. However, it is the intent of the parties to resolve any and all disputes at the earliest possible step of the grievance process and to disclose any and all relevant facts and information that pertain to the issue in dispute.

Union grievances filed on behalf of a group of Health Care Professionals, matters relating to contract interpretation, job classification or wage administration, discipline and discharge cases will be filed directly at Step Two, within thirty (30) calendar days after the Union had knowledge, or should have had knowledge, of the event which caused the grievance or complaint, by the Affiliate officer or designee.

Regional grievances filed on behalf of a group of Health Care Professionals in more than one facility will be filed directly at Step Three by an Association State Officer or Staff Representative within thirty (30) calendar days after the Union had knowledge, or should have had knowledge, of the event which caused the grievance or complaint.

First Step

A Health Care Professional who believes a grievance or complaint exists will discuss such matter with the immediate supervisor, with or without a Union Representative present, as the Health Care Professional may elect. In the event the dispute remains unresolved, the Health Care Professional may submit a grievance in writing within thirty (30) calendar days after the Health Care Professional had knowledge, or should have had knowledge, of the event which caused the grievance or complaint. The written grievance

shall state the facts and the requested remedy. It is the intent every reasonable effort be made between the parties to resolve differences.

After a grievance or complaint has been submitted to the immediate supervisor, the supervisor shall respond in writing to the Health Care Professional within fifteen (15) calendar days.

Second Step

If the grievance is not resolved, nor an answer received from the supervisor in the first step within the specified time, the grievance shall be reduced to writing on the standard form provided by the Union. Within fifteen (15) calendar days, the Union Representative shall submit the written grievance to the local area Human Resources Director or designee.

The Second Step hearing is to be convened within fifteen (15) calendar days with the appropriate Manager and the Human Resources Director or designee for the Employer, and the Union Representative and the Grievant. Clinical expertise will be made available where required.

The Second Step answer is to be made by the Human Resources Director, or designee, within fifteen (15) calendar days following conclusion of the hearing.

Third Step

Appeals to the Third Step of the grievance procedure must be made within fifteen (15) calendar days following the date the Step Two answer was received. Appeals will be directed to the Regional Labor Relations Department.

Within fifteen (15) calendar days of receipt of the Union's written appeal, the parties will exchange a minimum of three (3) potential meeting dates that allow for a timely third step meeting to occur. A representative of the Regional Labor Relations Department shall preside for the Employer, and a State Officer or Staff Representative for the Union. Either party may include additional representatives at the Third Step who have been involved in the grievance in prior steps.

The Third Step answer is to be made within fifteen (15) calendar days following conclusion of the hearing(s).

Arbitration

The Union will have fifteen (15) calendar days following receipt of the Step Three response, in which to appeal the grievance to arbitration.

Appeals to arbitration will be made by letter to the Regional Labor Relations Representative.

The Arbitrator may be mutually agreed to by the parties or the parties will mutually draft and sign a request to the Federal Mediation and Conciliation Service for a panel of five (5) Arbitrators. Selection of the Arbitrator shall then be made by each party alternately striking names, and the Arbitrator shall be the remaining name. Choice of first (1st) striking shall be by lot.

Arbitrators are only authorized to provide interpretation of the application of this Agreement, and shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement. An Arbitrator has no authority to order an interest payment, damages nor expenses in conjunction with any back pay award.

The decision of the Arbitrator shall be final and binding on the parties. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence. Extension shall be by mutual agreement of the parties.

Expenses of arbitration shall be shared equally by the parties. Each party will be responsible for the cost of its representation and witnesses.

The Grievant shall be permitted time off work to attend the arbitration proceedings. Said time shall be without pay, unless arrangements have been made for the Grievant to receive earned time off pay. In addition, any approved time off granted for arbitration preparation shall be either approved earned time off pay or without pay.

Following the appeal of a grievance to arbitration, the parties may schedule a pre-arbitration meeting for the final evaluation of facts and conducting related business.

Mediation

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

The Mediator shall be selected by mutual agreement of the parties. The Mediator shall serve for a one (1) day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a Mediator, this mediation procedure shall not be effective. The parties may select more than one (1) Mediator to serve in future sessions, and if such is done, the Mediators will rotate one (1) day assignments, unless removed.

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

Attendance at mediation sessions shall be limited to the following:

Association: Spokesperson
Assigned Association Officer
Grievant

Employer: Spokesperson
Labor Relations Representative

Human Resources Office Representative

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

Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.

The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.

The primary effort of the Mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the Mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one (1) party.

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

The Mediator's verbal opinion should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The Mediator, however, shall have no authority to compel the resolution of the grievance.

If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.

If the grievance is arbitrated, the Mediator shall not serve as the Arbitrator. Neither the discussions nor the Mediator's opinion will be admissible in a subsequent arbitration proceeding.

Should the mediation be scheduled during the Grievant's shift, the Grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Union observers may request time off for Union business without pay.

General

No settlement decision of any Arbitrator, or of the Employer, in any one (1) case shall create a basis for retroactive adjustment in any other case.

A grievance involving paycheck clerical errors may be presented up to one (1) year from the date of such error.

Either party may elect to include additional representatives at any step of the Grievance Procedure.

Grievances shall either be filed on behalf of an individual employee or a group of employees via class action. Class action grievances must specify the affected employees by department, entity or medical center. Back pay liability shall be limited to claimed contract violations that occurred within a thirty (30) calendar day period prior to the filing of the grievance, unless mutually agreed to otherwise by the parties.

Time Limits

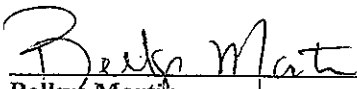
Time limits may be extended by mutual agreement of the parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without having first been processed through at least one (1) formal step of the grievance procedure.

If the Employer does not act within the time limits provided at any step, the Union may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer's response shall be the date of the postmark or the date received by the Union.

If the Employer is not responding in a timely fashion, the Union will appeal the grievance expeditiously, without the Employer's response.

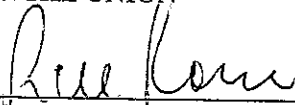
INTENT OR APPLICATION: Establishes grievance and arbitration procedure.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Probation and Evaluation

(Consensus 6.5.2013 @ 1:35 pm)

PROBATION AND EVALUATION

New Hire Probation

Newly hired Health Care Professionals, including those hired after a break in continuous service, and those who transfer from another represented or unrepresented employee group, or region, will serve a basic probationary period of five (5) continuous months from date of hire.

During each newly hired Health Care Professional's probationary period, Management will provide timely notification to the Union upon identifying any performance issues which need to be addressed. Notification will result in a joint meeting to include the Health Care Professional, Management representatives, and Union representatives in an attempt to resolve the issues. Notice is not required if the Health Care Professional is successfully completing the probationary period.

Probationary periods may be extended by any absences.

Nothing in this Article implies a delay in the Health Care Professional becoming a member in good standing of the Union.

Within the probationary period, transfers shall be limited to status or shift changes within the medical center and department. Transfers between medical centers and/or departments that are managed by a different administrator within a probationary period may be considered on a case by case basis. In such circumstances, a new probationary period will begin at the new location.

During the probationary period, a Health Care Professional may be dismissed for any reason without recourse to the grievance procedure. However, this does not preclude a

probationary Health Care Professional from filing grievances related to contractual violations or disputes.

On a monthly basis, a list of all new Health Care Professional orientees covered by this Agreement will be sent to the UNAC/UHCP State Office.

Health Screening

Prior to employment, and as required thereafter, each Health Care Professional will be required to successfully complete a health screening. Failure to satisfactorily complete and pass the health screening will be cause for termination or withdrawal of tentative offer of employment.

Performance Evaluation

All Health Care Professionals will be reviewed annually by their Supervisor, with input, as needed, from multiple sources. All Health Care Professionals will be given an opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. Copies of such material shall be given to the Health Care Professional at the time such documents are issued. The Health Care Professional may indicate any agreement or disagreement on the evaluation form. Any area indicated as improvement needed on the evaluation form will be re-discussed with the concerned Health Care Professional approximately six (6) months after the issuance of the evaluation. The Health Care Professional shall sign and date such material only as proof of receipt. The Performance Evaluation is not intended to be used as a means of discipline. Therefore, the content of such evaluation is not subject to the Grievance Procedure. Nothing in this procedure shall preclude the Health Care Professional from participation in the grievance process for all other contractual matters. The Performance Evaluation will not be used as a basis to deny transfers pursuant to Article XXXX.

INTENT OR APPLICATION: It is the intent of the probationary period to allow adequate time to promote individual success and ensure competency.

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

FOR THE UNION

Bill Rotuse
Bill Rotuse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Bargaining Unit Seniority

(Consensus 6.25.2013 @ 1:40 pm)

Bargaining Unit Seniority

Bargaining unit seniority, as used in this Agreement, shall be defined as continuous service beginning with the most recent date the employee enters a Health Care Professional bargaining unit position in a full-time, part-time or per diem status at time of ratification of this Agreement. For all Health Care Professionals hired into bargaining unit position post ratification, seniority shall commence on the date of hire into the bargaining unit position. Although eligibility dates may be adjusted to reflect service for the purposes of wages and benefit accruals, bargaining unit seniority for Health Care Professionals is always the date he/she enters a Health Care Professional bargaining unit position and is not adjusted, except as specifically provided for in this Agreement.

Bargaining unit seniority shall be utilized for the purposes of reductions in force, layoff and recall. In addition, seniority may be used in circumstances requiring realignments and/or expansion of hours, for job bidding, transfers, and promotions, and for vacation and holiday selection, as expressly provided for in this Agreement.


INTENT OR APPLICATION: If the parties do not address seniority in job bidding, transfers and promotions, and for vacation and holiday selections, the Employer reserves the right to modify the second paragraph.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Seniority Tie Breaker

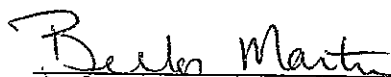
(Consensus 6.25.2013 @ 1:40 pm)

Seniority Tie Breaker

In the event that two or more Health Care Professionals have the same seniority date, the most senior shall be determined by their employment application date. In the event that application date is the same, the Health Care Professional with the earliest time stamped on the employment application will be deemed more senior.


INTENT OR APPLICATION: To identify the agreed to process in the event two or more Health Care Professionals have the same seniority date.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Loss of Seniority

(Consensus 6.25.2013 @ 1:40 pm)

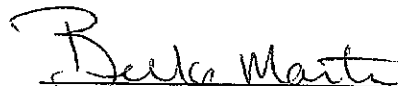
Loss of Seniority

A Health Care Professional shall lose seniority, as specified in this Article, as a result of any of the following:

1. Voluntary termination of employment, absent return to a bargaining unit position within one (1) year of terminating;
2. Transfer out of a bargaining unit position, absent return to a bargaining unit position within one (1) year of transferring;
3. Transfer out of a bargaining unit position and into a KP residency and/or fellowship program position, absent return to a bargaining unit position within eighteen (18) months of transferring;
4. Discharge for just cause;
5. Failure to return from an authorized Leave of Absence;
6. Failure to return to work following recall from a layoff, or removal from the recall list following a period of one (1) year.

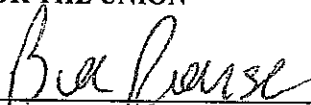
INTENT OR APPLICATION: Describes when a Bargaining Unit member loses their seniority

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Return to the Bargaining Unit

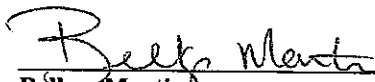
(Consensus 6.25.2013 @ 1:40 pm)

Return to the Bargaining Unit

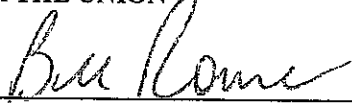
A Health Care Professional who (1) voluntarily terminates employment and has at least six (6) months of employment or (2) transfers out of the bargaining unit to another job with the Employer not covered by this Agreement, and returns to a bargaining unit position within one (1) year will retain all previously accrued service credit for wages and benefits, and will retain all previously accrued bargaining unit seniority. A Health Care Professional who transfers out of a bargaining unit position and into a KP residency and/or fellowship program position and returns to a bargaining unit position within eighteen(18) months will retain all previously accrued service credit for wages and benefits, and will retain all previously accrued bargaining unit seniority.

INTENT OR APPLICATION: Describes when a Bargaining Unit member returns to a bargaining unit position.

FOR THE EMPLOYER


Belkys Martin
Senior Labor Relations Representative

FOR THE UNION


Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Reduction in Force and Recall

(Consensus 6.25.2013 @ 1:40 pm)

Reduction in Force and Recall

Layoffs in connection with a Reduction in Force shall be accomplished by Employer department (for purposes of this Section, "outpatient", "inpatient", and "home health" have each been identified as separate departments), and job classification within a medical center and its associated medical office buildings, using bargaining unit seniority. For purposes of this Section, job classifications are categorized as all physical therapist job titles, all occupational therapist job titles, or all recreation therapist job titles.

Prior to implementing a Reduction in Force or hours, the Employer will give reasonable notice of any reduction in force. The parties shall meet to identify the skills of those affected and explore all possible options including training needs to minimize the impact of the reduction. The Employer shall discontinue use of all outside registry and travelers within the affected Health Care Professional job classification and department at the impacted medical center and associated medical office buildings. Thereafter, the RIF order within a job classification shall be as follows:

1. Volunteers
2. Voluntary changes in status based on operational feasibility
3. Temporary employees, excluding residents and fellows
4. Residents/Fellows
5. Per Diem employees, by bargaining unit seniority
6. Full-time and Part-time employees, by bargaining unit seniority

A Health Care Professional whose position has been eliminated in a RIF will be placed into a comparable open position within his/her medical center and associated medical

office buildings for which the Health Care Professional is qualified. In the event there are multiple comparable position vacancies, the Health Care Professional may select one of the available positions.

If no such vacant position exists, the impacted Health Care Professional shall displace the least senior Health Care Professional, within his/her job classification and department within a medical center and associated medical office buildings. If the impacted employee does not satisfy the minimum job qualifications of the least senior employee within his/her job classification and department, the impacted employee shall displace the least senior for which he/she does satisfy the minimum job qualifications. If the impacted Health Care Professional is the least senior within his/her job classification and department, and is qualified to work in more than one department, then he/she may displace a Health Care Professional within his/her job classification in another department who has less seniority than the impacted Health Care Professional so long as he/she satisfies the minimum job qualifications.

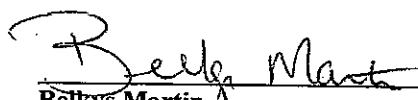
The least senior Health Care Professional displaced shall be placed on layoff status.

If the impacted Health Care Professional voluntarily chooses not to displace least senior employee then he/she will be placed in layoff status and recall provisions will apply.


A laid off Health Care Professional shall be placed on a recall list, by bargaining unit seniority, for twelve (12) months for preferential hiring into a position comparable to their previous position. Comparable position is defined as (1) same medical center and associated medical office buildings, (2) same job title, and (3) same status. Health Care Professionals who decline an offer for a comparable position or who voluntarily transfer to another position will be removed from the preferential list.

INTENT OR APPLICATION: Management will make the initial identification of the position(s) and initiate the Reduction in Force process. As long as the National Agreement is in effect, the Employment and Income Security Agreement shall be consulted.

FOR THE EMPLOYER


Belkys Martin
Senior Labor Relations Representative

FOR THE UNION


Bill Rouse
UNAC/UHCP Executive Assistant to Officers

RIF EXAMPLE 1

If the Employer needs to RIF a full-time or part-time Physical Therapist CS II at the Chapman MOB (an Orange County associated MOB), then least senior Physical Therapist CS II at Chapman MOB is noticed.

The impacted CS II will be placed in any open comparable position, within the Orange County service area, if one exists. Comparable means same job title and status within a medical center and associated medical office buildings. If there is an open, non-comparable position, the Employer may provide training for the impacted employee to become qualified for the non-comparable position, if appropriate.

If no open position is available, the CS II, using his/her bargaining seniority, will displace the least senior Outpatient Physical Therapist in Orange County for which the impacted CS II meets the minimum qualifications.

The Employer will create a seniority list of all Outpatient CSII's, CSI's, and Staff Physical Therapists in Orange County, and the impacted CSII will displace the least senior on the list, since he/she can displace all less senior CS II's, CS I's or Staff PT's.

The displaced least senior employee shall be laid off.

RIF EXAMPLE 2

If the Employer needs to RIF a full-time or part-time Staff Physical Therapist at Chapman MOB (an Orange County associated MOB), then least senior Staff Physical Therapist at Chapman MOB is noticed.

The impacted Staff PT will be placed in any open comparable position, within the Orange County service area, if one exists. Comparable means same job title and status within a medical center and associated medical office buildings. If there is an open, non-comparable position, the Employer may provide training for the impacted employee to become qualified for the non-comparable position, if appropriate.

If no open position is available, the Staff PT, using his/her bargaining seniority, will displace the least senior Outpatient Physical Therapist in Orange County for which the impacted Staff PT meets the minimum qualifications.

In this example, the Staff PT can only displace another Staff PT (as defined by minimum qualifications). The Employer will create a seniority list of all Outpatient Staff PTs in Orange County, and the impacted Staff PT will displace the least senior on the list.

The displaced least senior employee shall be laid off.

RIF EXAMPLE 3

If the Employer needs to RIF a full-time or part-time Staff Physical Therapist at Chapman MOB (an Orange County associated MOB), then least senior Staff Physical Therapist at Chapman MOB is noticed.

The impacted Staff PT will be placed in any open comparable position, within the Orange County service area, if one exists. Comparable means same job title and status within a medical center and associated medical office buildings. If there is an open, non-comparable position, the Employer may provide training for the impacted employee to become qualified for the non-comparable position, if appropriate.

If no open position is available, the Staff PT, using his/her bargaining seniority, will displace the least senior Outpatient Physical Therapist in Orange County for which the impacted Staff PT meets the minimum qualifications.

In this example, the Staff PT can only displace another Staff PT (as defined by minimum qualifications).

The Employer will create a seniority list of all Outpatient Staff PTs in Orange County, and the impacted Staff PT will displace the least senior on the list.

In creating the list, however, the impacted Staff PT is the least senior Outpatient Staff PT in Orange County. If the impacted Staff PT also routinely worked Inpatient, in addition to Outpatient, then the Employer will create a seniority list of all Inpatient Staff PTs, and if there is a less senior Inpatient Staff PT, then the impacted Outpatient Staff PT would displace the less senior Inpatient Staff PT.

The displaced least senior employee shall be laid off.

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

**LETTER OF UNDERSTANDING
Severance**

(Consensus 12.17.2013 @ 3:08 pm)

Severance

If the National Agreement and the associated Employment and Income Security Agreement (EISA) are not renewed, the Parties agree to bargain a replacement severance agreement.

INTENT OR APPLICATION: Self Explanatory

FOR THE EMPLOYER

FOR THE UNION

Belkys Martin
Senior Labor Relations Representative

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: _____

Date: _____

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Realignment

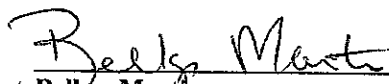
(Consensus 6.25.2013 @ 1:40 pm)

Realignment

Realignment for the purposes of this Article is defined as an Employer-required movement of bargaining unit employees to different work locations within an outpatient, inpatient or home health department at a medical center and its associated medical office buildings where there is no change in the number of department full-time equivalent employees (FTEs). Management will meet with the Union to bargain the effects of realignment. In the event the parties cannot reach agreement, the parties will conduct a bid through utilizing bargaining unit seniority.

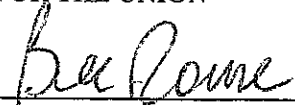
INTENT OR APPLICATION: Establishes Realignment process. The Parties agree that moving bargaining unit employees within a medical center campus is not a realignment, but the parties shall meet to discuss such a move.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Expansion of Operating Hours

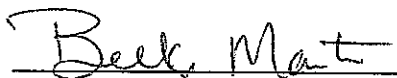
(Consensus 6.25.2013 @ 1:40 pm)

Expansion of Operating Hours

Expansion of operating hours for the purposes of this Article is defined as either (1) extending hours beyond current operating hours on current operating days, or (2) implementing operating hours on a day that is not currently open for operations. Management will meet with the Union to bargain the effects of expanding operating hours. In the event the parties cannot reach agreement, the parties will conduct a bid through utilizing bargaining unit seniority.


INTENT OR APPLICATION: Establishes Expansion of Operating Hours process.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Patient Care Advocacy and Professional Practice

(Consensus 11.26.2013 @ 5:00 pm)

Patient Care Advocacy

The Parties recognize that bargaining unit Occupational Therapists, Physical Therapists and Recreation Therapists are obligated by licensure, and are accountable for providing safe, high quality patient care through the use of independent clinical judgment within their licensed scope of practice. Bargaining unit Health Care Professionals are dedicated to the principles of excellence, caring, ethics, respect, communication and accountability, and to work together with other professionals to achieve optimal health and wellness in the individuals and communities they serve.

Regional Professional Committees

The Parties agree to convene several Regional Professional Practice Committees for the purpose of providing a forum to advance the physical medicine and rehabilitative practice of bargaining unit Health Care Professionals using a joint decision making process. The Parties will use interest-based problem solving techniques to accomplish each Committee's charter.

Regional Professional Practice Committee – Physical Therapy

A Regional Professional Practice Committee for Physical Therapy shall be composed of one Physical Therapist from each medical center and/or an associated medical office building, to include at least one Affiliate officer, and a Staff Representative from the State Office. The Employer should have at least three (3) Representatives, to include a minimum of two (2) Management Representatives and a Regional Labor Relations Representative.

The Committee should focus on the review of issues, policies, or contract interpretation issues which have a region-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a region-wide basis, except by mutual agreement.

The subjects to be addressed shall include, but are not be limited to:

1. Quality of care

2. Clinical guidelines and standards
3. Practice models
4. Specialty training programs
5. Evaluate unit-based team (UBT) work for appropriateness in developing as a best practice for sharing region-wide
6. Policies and procedures related to therapy

The Committee shall meet as needed, but not less than quarterly. The Parties will mutually agree upon the setting of the agenda and scheduling of meetings.

Regional Professional Practice Committee – Occupational Therapy

A Regional Professional Practice Committee for Occupational Therapy shall be composed of one Occupational Therapist from each medical center and/or an associated medical office building, to include at least one Affiliate officer, and a Staff Representative from the State Office. The Employer should have at least three (3) Representatives, to include a minimum of two (2) Management Representatives and a Regional Labor Relations Representative.

The Committee should focus on the review of issues, policies, or contract interpretation issues which have a region-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a region-wide basis, except by mutual agreement.

The subjects to be addressed shall include, but are not be limited to:

1. Quality of care
2. Clinical guidelines and standards
3. Practice models
4. Specialty training programs
5. Evaluate unit-based team (UBT) work for appropriateness in developing as a best practice for sharing region-wide
6. Policies and procedures related to therapy

The Committee shall meet as needed, but not less than quarterly. The Parties will mutually agree upon the setting of the agenda and scheduling of meetings.

Regional Professional Practice Committee – Home Health

A Regional Professional Practice Committee for Home Health Therapists (both Physical and Occupational Therapists) shall be composed of one Home Health Therapist from each licensed home care agency, to include at least one Affiliate officer, and a Staff Representative from the State Office. The Employer should have a minimum of three (3) Representatives, to include one (1) regional Management Representative, one (1) local Management Representative and a Regional Labor Relations Representative.

The Committee should focus on the review of issues, policies, or contract interpretation issues which have a region-wide impact, and should not include issues relating to individual employees, or practices or policies which are not applicable on a region-wide basis, except by mutual agreement.

The subjects to be addressed may include, but are not be limited to:

1. Quality of care
2. Clinical guidelines and standards
3. Workload and staffing as related to access and quality of care
4. Practice models/professional license
5. Scheduling practices/issues as related to access and quality of care
6. Access as related to quality care
7. Weekend staffing as related to access and quality of care
8. Registry/traveler/non-bargaining unit employee utilization as related to access and quality of care
9. Review unit-based team (UBT) work related to therapy for appropriateness in developing as a best practice for sharing region-wide
10. Policies and procedures related to therapy

The Committee shall meet as needed, but not less than two (2) times per year. The Parties will mutually agree upon the setting of the agenda and scheduling of meetings, and review effectiveness of frequency of meetings.

Ambulatory Domain Committee

The Ambulatory Domain group is an existing regional committee whose work is to provide clinical content authoring expertise to support and update the KP HealthConnect system. The Union and Management agree to maintain the Ambulatory Domain group under its current charter, structure and membership, with the Union appointing one (1) additional member, either an Affiliate Officer or a Union Staff Representative. The Parties further agree that as bargaining unit Health Care Professionals vacate an Ambulatory Domain position the Union has the right to select appropriately qualified replacement Health Care Professionals.

Committee on Continuing Education for Rehabilitative Services (CEC)

The CEC is an existing regional committee whose work is to plan, organize and execute continuing education opportunities for Physical, Occupational and Speech Therapists. The Union and Management agree to maintain the CEC under its current charter, structure and membership, with the Union appointing one (1) additional member, either an Affiliate Officer or a Union Staff Representative. The Parties further agree that as bargaining unit Health Care Professionals vacate a CEC position the Union has the right to select appropriately qualified replacements for vacated CEC positions.

Senior Health Care Professionals

The Employer and the Union acknowledge the integral front-line role Seniors perform in the efficient operation of therapy work sites. The Employer agrees to review the regional distribution of Senior positions to ensure access to a Senior, or licensed management equivalent, by all bargaining unit Health Care Professionals. Home health Health Care Professionals shall have access to a Senior at each licensed home care agency that is a licensed Health Care Professional, or licensed management equivalent. The Employer will strive to maintain an appropriate mix of Senior Physical Therapists and Seniors Occupational Therapists.

Clinical Specialists I and II

All qualified Health Care Professionals should be provided the opportunity to apply for a Clinical Specialist I and/or Clinical Specialist II position. Completion of a KP residency/fellowship program is not a pre-requisite for advancement to a Clinical Specialists I or Clinical Specialist II position.

Clinical Specialists I and/or Clinical Specialist II positions shall not be limited to orthopedics, but will be available to other therapy specialty areas when identified as a business need.

The Employer shall ensure Clinical Specialists are provided sufficient time at work to develop in-service training programs, reassess the effectiveness of developed programs, and modify training programs as needed. Time spent in this capacity shall count as hours worked toward the computation of overtime.

Non-Bargaining Unit Residents/Fellows

The Parties recognize the importance of retaining qualified Health Care Professionals who pursue specialized clinical skills and expertise through participation in the Employer's residency and/or fellowship programs. When a bargaining unit Health Care Professional is accepted into a residency and/or fellowship program, and leaves the bargaining unit, the Parties agree that said Health Care Professional should be given future preference over other similarly (or lesser) qualified outside candidates when bidding on a posted bargaining unit position open to outside candidates. Management will endeavor, whenever possible, to retain Health Care Professionals who pursue outside educational opportunities.

The Employer and the Union recognize the practice of allowing residents/fellows to perform work, over and above their residency/fellowship program requirements, normally assigned to bargaining unit Health Care Professionals. The Parties agree to continue this practice provided that the assignment of such resident/fellow work shall not result in the involuntary loss of work hours for any bargaining unit Health Care Professional. It is the intent of the Parties that assignment of work to residents/fellows shall not be for the purpose of reducing hours for bargaining unit Health Care Professionals.

Bargaining Unit Work

The Employer and the Union recognize the limited need to allow management personnel who are licensed therapists to perform work normally performed by the bargaining unit Health Care Professionals for the following reasons: to maintain professional skills, to serve in instructional capacities, to provide Extended Sick leave (ESL) relief, to provide Earned Time Off (ETO) relief as needed or to work during emergency situations, or for meal and break periods. Additional hours will initially be offered to the Bargaining Unit Health Care Professionals before management personnel work any hours to provide coverage for Earned Sick Leave, Earned Time Off and emergency situations.

Staffing/Workload

It is understood that workload can be addressed and resolved under the principles of Labor Management Partnership at an individual Health Care Professional level, the department and/or medical center level, or through issue resolution.

Outpatient Staffing/Workload

The Parties agree to convene a Staffing/Workload Committee at each medical center between 90 and 120 days of ratification of this Agreement. The purpose of this local Staffing/Workload Committee is to discuss the general principles as outlined below. Each local Staffing/Workload Committee shall consist of up to five (5) Health Care Professionals and at least two (2) Management representatives. The work of the Staffing/Workload Committee shall follow Labor Management Partnership principles, using an interest based problem solving approach with consensus decision making.

The Parties agree to review the above scheduling system quarterly after the implementation date, and make necessary adjustments using an LMP process.

The Parties agree to the following for general principles regarding outpatient Health Care Professionals' base work schedules:

1. A base scheduled utilization rate of 90%. The Parties recognize that achieving and consistently maintaining a 90% scheduled utilization rate requires a collaborative effort between Labor and Management.
2. Patient management time (charting time) of six (6) hours per work week per full time equivalent (FTE).
3. New consult appointments of forty-five (45) minutes is a general standard. For the sub-specialties Pediatrics, Pelvic Floor, Lymphedema, new consult appointment duration will be sixty (60) minutes. New sub-specialties to be identified, new consults appointment duration to vary between forty-five (45) minutes and sixty (60) minutes. These are general standards and additional time may be necessary depending on diagnosis.
4. Return appointments of thirty (30) minutes, is a general standard. For sub-specialties, return appointment duration may vary. For Pediatrics, return appointments of forty-five (45) minutes is a general standard and additional time may be necessary depending on diagnosis.
5. Management and Health Care Professionals want to ensure patients are receiving follow-up appointments at a clinically appropriate frequency. Health Care Professionals who are challenged meeting a clinically appropriate frequency will work with their local Management to develop and implement a plan for addressing the issue(s). When appropriate, local labor and Management will meet to resolve appointment frequency issues that are occurring at a departmental level. The Parties will use LMP principles to develop and implement plans for resolution.
6. All open appointment slots will be filled based on patient care needs.
7. Cancelled return appointments will first be scheduled with a return patient. A cancelled return appointment may be filled with a new consult that is booked within two (2) business days of the cancelled appointment. Management agrees to consider additional documentation time when multiple modifications/additions to the schedule are made in a given day.

Inpatient Staffing/Workload

If local Management and affected inpatient Health Care Professionals agree that their medical center's existing staffing model is effective in meeting patient care needs, then individual medical centers may continue to follow their current staffing practices.

If local Management and affected inpatient Health Care Professionals cannot agree that their medical center's existing staffing practices are meeting patient care needs, then an alternative staffing model should be developed using Labor Management Partnership principles that is agreeable to both local Management and the affected inpatient Health Care Professionals.

Home Health Staffing/Workload

The Parties agree to the following for general principles regarding home health Health Care Professionals' work:

The establishment and implementation of productivity is essential to providing quality care, identifying staff needs, researching quality issues and ensuring workload equity for therapist that work in home health agencies. The following grid summarizes the various levels of service provided by Home Health therapist and the acuity levels associated with each level of service. Daily acuity levels may be adjusted based on anticipated daily travel and patient care needs in consultation with management.

Home Health productivity guidelines for Physical Therapists:

<u>LEVELS OF SERVICE</u>	<u>ACUITY</u>
Start of Care	2.25
Resumption of care	1.75
60 Day Recertification	1.5
Skilled Evaluation	1.5
Discharge	1.25
Follow-up Visits	1.0
Transfers/non-visit Discharge	0.5
Abbreviated SOC 1 st visit	1.5
Abbreviated SOC 2 nd visit	1.75

Abbreviated admissions are only performed on approval by the supervisor. Generally, these are admissions scheduled for late in the day or after hours for patients who have immediate needs after hours or in times of limited staffing.

Daily assigned acuity levels of 5, not including travel time. Acuity levels to be adjusted for meeting times. One hour meeting daily acuity will be 4-4.5 and two hour meetings acuity levels to be 3-3.5.

Home Health Productivity guidelines for Occupational Therapists:

<u>LEVELS OF SERVICE</u>	<u>ACUITY</u>
Skilled Evaluation	1.5
60 day recertification	1.5
Discharge	1.25
Follow-up Visits	1.0
Transfers/non-visit Discharge	0.5

Daily assigned acuity levels of 4-4.5 not including travel time. Acuity levels to be adjusted for meeting times. One hour meeting daily acuity will be 3-3.5 and 2 hour meeting 2.5-3.

INTENT OR APPLICATION: The Regional Professional Practice Committees is not to create contractual obligations between the Employer and the Union, and Committee agreements are not grievable. Disputes arising from a Committee's work should be addressed within the Committee using an LMP process.

The Parties agree to jointly review and modify as necessary the Clinical Specialist I, Clinical Specialist II and Senior job descriptions using LMP principles. It is also agreed that subsequent to implementing a modified job description, any Health Care Professional holding a job position that has been modified will be "grandfathered." It is understood that grandfathered employees will be held accountable to the duties and responsibilities of the modified job description, and that additional training and/or mentoring may be required for a grandfathered employee to be successful in the modified position.

If local Management and affected inpatient Health Care Professionals agree that their medical center's existing staffing models is effective in meeting patient care needs and jointly decide to continue using their current staffing practices, such agreement will be effective for the duration of this Agreement.

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

Date: 12/10/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 12/10/13

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AND

[New Bargaining Group]

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(Consensus 7.16.2013 @ 1:45 pm)

Posting of Vacancies

All bargaining unit Health Care Professional job vacancies shall be posted concurrently by the Employer internally and externally for a minimum of seven (7) calendar days.

Notice

The Employer shall notify the Affiliate Officers and the assigned State Association Staff Representative electronically when posting bargaining unit job vacancies.

Job Requirements

Any specific job requirements for particular job openings which demand special qualifications will be listed on the posted Notice of Job Opening. If the Employer modifies or changes the job requirements after the position is posted, the position will be re-posted and previous applicants as well as new applicants will be considered for the new posting if they meet the position minimum qualifications. The Employer will notify Affiliate Officers of any re-posting of positions electronically.


INTENT OR APPLICATION: The Employer shall notify the Affiliate Officers and the assigned State Association Staff Representative via email of all open, posted positions at the same time openings are posted to bargaining unit employees.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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(Consensus 7.16.2013 @ 1:50 pm)

Filling of Vacancies – Non-Promotional Transfer

“Non-promotional transfer” shall mean a change from one position to another position except as otherwise defined in Filling of Vacancies – Promotion.

Provided Health Care Professionals submit a bid within the seven (7) calendar day posting period, have completed their probationary period (except as provided for in Article xx, Probation and Evaluation), and meet the minimum qualifications of the posted position, bargaining unit seniority shall be used in filling job vacancies in the order set forth below:

1. Applicants within the medical center and associated medical office buildings where the position is posted
2. All other bargaining unit Health Care Professionals
3. Applicants from outside of the bargaining unit

All qualified Health Care Professionals who submit a non-promotional transfer request after the seven (7) calendar day posting period shall be given equal consideration with outside applicants, and if all candidates, both internal and external, are equally qualified at the conclusion of the screening and interview process, hiring preference shall be given to Health Care Professional applicants, as set forth above.

When conducting interviews of applicants from outside the bargaining unit, management may allow Health Care Professionals to participate in the interview and selection process. The Parties recognize the value of including Health Care Professionals when selecting an outside applicant for employment, where teamwork is essential.

Filling of Vacancies –Promotion

“Promotion” shall mean a change in classification to a Senior position {*other positions representing a promotion to be determined by the Parties*}.

All bargaining unit Health Care Professionals who submit a bid and meet the minimum qualifications of the posted promotion position shall be granted an interview and be given equal consideration with outside applicants. Interviews of outside candidates will be granted at management’s discretion.

Up to two (2) bargaining unit Health Care Professionals shall participate in the interview process, with at least one (1) of the participating Health Care Professionals from the same classification as the open, posted position classification. A Health Care Professional’s participation on an interview panel is voluntary. Management will consider the feedback of Health Care Professionals participating in the interview process when selecting an applicant for the open position.

All qualified bargaining unit Health Care Professionals with demonstrated abilities shall be preferred over outside applicants.

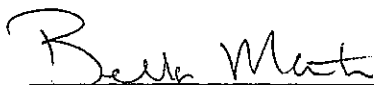
Wherever the qualifications and demonstrated abilities of two (2) or more Health Care Professionals bidding on the same promotion job opening are relatively equal, then individual Health Care Professional bargaining unit seniority shall be the determining factor in filling the open position.

INTENT OR APPLICATION: Management shall make the final hiring decisions. All bargaining unit Health Care Professionals shall be eligible to apply for non-promotional transfers and promotions.

The Employer will award non-promotional transfers based on seniority provided the Health Care Professional meets the position’s minimum qualifications and has no active Level 3 or 4 corrective action on file. In the event the Employer decides not to award the position based on seniority, the burden of proof falls on the Employer to demonstrate why the Health Care Professional should not be awarded the position. The Employer agrees to give fair consideration to all job applicants with an active Level 3 or 4 corrective action on file, and no blanket denial of transfer is intended.

Interview panels shall consist of management and bargaining unit Health Care professional representatives only, and may include physicians. In the event it is not feasible to have a Health Care Professional from the same classification participate in the interview process, the parties agree to meet and resolve the composition of an interview panel. The parties agree that when the hiring manager in the Home Health Department is a non-therapist, a therapist will participate in the external interview process. It is understood that the final hiring decision rests with the manager.

FOR THE EMPLOYER.



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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Per Diem Seniority for Job Bidding

(Consensus 7.16.2013 @ 1:55 pm)

Per Diem Seniority for Job Bidding

Per Diem seniority for the purpose of job bidding shall be based on worked hours, with 2,000 worked hours equaling one year of bargaining unit seniority.

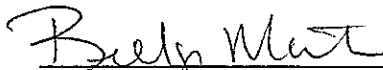
A Per Diem must have a minimum 2,000 worked hours to be considered for a job opening simultaneously with any full-time or part-time Health Care Professional applicants.

Per Diems with less than 2,000 worked hours shall have seniority over all non-bargaining unit applicants.

If all job bidders that meet the minimum qualifications of an open position are Per Diem Health Care Professionals, and all have less than 2,000 total worked hours, any Per Diem with two hundred (200) or more worked hours at the medical center and/or associated medical office buildings where the position is posted shall be considered for the open position exclusive of other bidding Per Diems from other medical centers with less than 2,000 worked hours. If no bidding Per Diem has two hundred (200) or more worked hours at the medical center and/or associated medical office buildings where the position is posted, then the bidding Per Diem with highest number of worked hours, regardless of his/her work location, shall be selected for the job opening.

INTENT OR APPLICATION: Self explanatory.

FOR THE EMPLOYER



Belkys Marín
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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Release of Transferring Health Care Professional

(Consensus 7.16.2013 @ 1:55 pm)

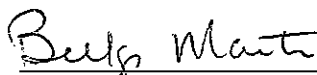
Release of Transferring Health Care Professional

When the prompt transfer of a Health Care Professional results in a serious understaffing at the Health Care Professional's original facility, the original facility may delay the Health Care Professional's actual transfer for up to forty-five (45) calendar days from acceptance to facilitate changes in patient scheduling. A release date(s) in excess of forty-five (45) calendar days will be mutually discussed and agreed upon between management at the affected facilities, the State Association Staff Representative and the affected Health Care Professional. Mutual agreement may result in a transfer date of greater than forty-five (45) calendar days. This section does not preclude discussion between management and the Health Care Professional and release in less than forty-five (45) calendar days.

Where more than one Health Care Professional requests a transfer from a facility within a six (6) month period, and where the Employer can show that said transfer(s) will lead to serious understaffing, said transfer(s) may be delayed.

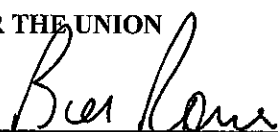
INTENT OR APPLICATION: The Employer and the Union agree that the transfer release date will occur timely. The parties may meet to discuss any circumstances in which the delay appears to be unreasonable. The above language addresses single position filling. If the transfer is delayed due to serious understaffing, the burden to evidence such lies with management. In the event of a new hospital/facility opening date/phase-in/dilution, etc., the parties will meet and confer to discuss staffing.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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Trial Period

(Consensus 7.16.2013 @ 1:55 pm)

Trial Period

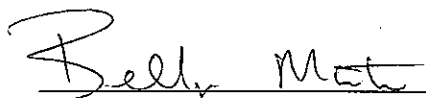
Full-Time and Part-Time Health Care Professionals who transfer or promote to another assignment shall undergo a new job trial period of thirty (30) calendar days, and Per Diem Health Care Professionals shall undergo a new job trial period of up to ten (10) shifts worked, not to exceed ninety (90) calendar days.

The Employer may extend the trial period for a period not to exceed thirty (30) calendar days for Full-Time and Part-Time Health Care Professionals, and up to five (5) shifts worked for a Per Diem Health Care Professional. The Health Care Professional will be advised of the reason for and length of any extension. The Union will be informed. Whenever possible, this will occur prior to notifying the Health Care Professional that a decision has been made to extend his/her trial period.

If the Health Care Professional voluntarily elects to return to their former position, or if the Health Care Professional returns to their former position on a non-voluntary basis, the Employer shall award the position to the next qualified bidder among all applicants of the original job posting.

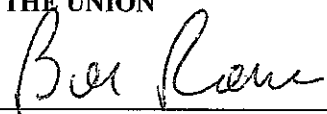
INTENT OR APPLICATION: Self explanatory.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

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(Consensus 7.16.2013 @ 1:55 pm)

Inter-Regional Transfers

A Health Care Professional transferring to the Southern California Region from another region will receive previous service credit for Health and Welfare benefits based on their Benefit Service Date. A Health Care Professional transferring to the Southern California Region from another region will also receive previous service credit for placement on the wage structure.

Inter-Regional Transfers will be administered in accordance with the Inter-Regional Transfer Policy and associated Guidelines.

Notifications

All Health Care Professionals who have applied for either a non-promotional transfer or a promotion shall be notified in writing within three (3) weeks after the position has been filled as to the granting of the posted position.

Once notified of the granting of a position, the affected Health Care Professional will acknowledge acceptance of the position within forty-eight (48) hours.

Notice of Termination

In recognition of difficulties which may be imposed on the Employer to obtain and train replacements for Health Care Professionals who terminate, Health Care Professionals who plan to terminate their employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) weeks' notice.

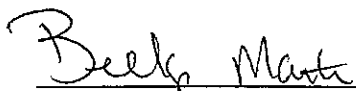
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INTENT OR APPLICATION:

Outlines the process for a Health Care Professional transferring from outside of the SCAL Region.


If a Southern California non-bargaining unit employee transfers to a bargaining unit position, the Parties agree to confer and mutually agree on the appropriate wage step placement recognizing previous service credit and prior wage rate.

FOR THE EMPLOYER



Belkys Martin
Senior Labor Relations Representative

FOR THE UNION



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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Vacancies

(Consensus 7.16.2013 @ 2:05 pm)

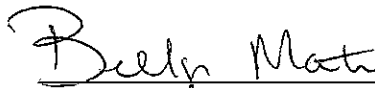
Vacancies

If a Health Care Professional position under this Agreement becomes vacant and the Employer chooses either to not fill the position or to fill it with a non-Health Care Professional, the Employer shall notify the State Association of such decision. The Employer shall meet at the State Association's request to discuss the reason for such decision.

In the event the Employer fails to notify the State Association as outlined above, a Medical Center Administrator will meet with the State Association, upon their request, to discuss the reasons for such, and the reason the State Association was not notified. As a result, the subject position may be returned to the bargaining unit.


INTENT OR APPLICATION: Self-explanatory

FOR THE EMPLOYER



Belkys Martih
Senior Labor Relations Representative

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Bill Rouse
UNAC/UHCP Executive Assistant to Officers

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