

## 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**

**Leaves of Absence**

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(Consensus 9.4.2013 @ 3:15 pm)

**LEAVES OF ABSENCE**

**Eligibility**

Leaves of absence without pay may be granted to a full-time or part-time Health Care Professional who has at least six (6) months of service. However, in the case of disabilities related to pregnancy, occupational injury/illness or military service, the six (6) month eligibility requirement is waived. A Health Care Professional's request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request. A Health Care Professional must provide at least two weeks' notice of intent to return from a leave of absence.

No provision of this Article shall be deemed a waiver of any right or privilege to which a Health Care Professional is entitled under Federal, State, or local law or regulation.

**Personal Leave of Absence**

A Personal Leave of Absence, without pay, up to thirty (30) calendar days, may be granted to a regularly scheduled Health Care Professional at the discretion of the Employer. An extension of an additional 30 calendar days may be granted at the discretion of the Employer. Under no circumstances will a Personal Leave of Absence be granted beyond sixty (60) calendar days.

A Personal Leave of Absence for situations covered by FMLA/CFRA will not be considered until the maximum duration of FMLA/CFRA has been exhausted.

**Benefits Continuation While on a Personal Leave of Absence**

Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue up to thirty (30) days, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer or beyond the thirty (30) days may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner



during the Personal Leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Personal Leave. Survivor Assistance Benefits will continue up to the maximum period of a Personal Leave.

Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for one month. There will be no adjustments made to the Health Care Professional's Leave Accrual Date for leaves of 60 days or less.

**Federal Family and Medical Leave Act/California Family Rights Act**

The Employer will comply with the provisions of the California Family Rights Act (CFRA) and with the provisions of the Federal Family Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the Pregnancy Disability Leave Regulations (PDL). Any alleged violation of this Paragraph must be pursued under the procedures provided by the relevant statute.

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

**Benefits Continuation While on Family and Medical Leave/Pregnancy Disability (FMLA/CFRA Leave)**

Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue during FMLA/CFRA Leave and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the FMLA/CFRA leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the FMLA/CFRA leave. Survivor Assistance Benefits will continue up to the maximum period of a FMLA/CFRA leave.

Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for one month following the unpaid portion of the FMLA/CFRA leave, unless receiving a Salary Continuance benefit. If the unpaid portion of the FMLA/CFRA leave is longer than 60 days, the Health Care Professional's Leave Accrual Date will be adjusted beginning with the 61<sup>st</sup> day of the unpaid leave.

**Medical Leave of Absence**

A Medical Leave of Absence without pay for a Health Care Professional's own non-work-related injury or illness, including conditions related to pregnancy shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability.

A Medical Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.

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A Health Care Professional with less than two (2) years of service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed six (6) months. A Health Care Professional with two or more years of service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed twelve (12) months. A subsequent period of disability which commences prior to three (3) months after return from an approved Medical Leave will be deemed one continuous Medical Leave of Absence, subject to the maximum limit.

A Medical Leave of Absence for a Health Care Professional who is regularly scheduled to work twenty (20) or more hours per week will commence upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours, or after the Salary Continuance benefit ends (which is six (6) months from the date of disability), whichever is later.

A Medical Leave of Absence for a Health Care Professional who is regularly scheduled to work less than twenty (20) hours per week, not eligible for Salary Continuance benefit, will commence immediately upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours.

A request to immediately elect to use all or a portion of accrued and unused ETO hours must be made fourteen (14) days prior to the exhaustion of ESL. ETO hours requested after the commencement of a Medical Leave may provide additional income only; leave duration dates are not extended or changed.

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

A Health Care Professional who exhausts the six months or 12 months (depending on years of service) maximum Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.

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

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

#### **Benefits Continuation While on a Medical Leave of Absence**

Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue up to the maximum period of a Medical Leave, provided three months elapse between each Medical Leave incident, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Medical Leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Medical Leave. Survivor Assistance Benefits will continue up to the maximum period of a Medical Leave.



Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will cease upon commencement of the Medical Leave or when Salary Continuance benefit begins, whichever is earlier. If the Medical Leave is longer than 60 days, the Health Care Professional's Leave Accrual Date will be adjusted beginning with the 61<sup>st</sup> day of the leave.

### Occupational Leave of Absence

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

An Occupational Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.

An Occupational Leave of Absence for a Health Care Professional who is regularly scheduled to work twenty (20) or more hours per week will commence upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours, or after the Salary Continuance benefit ends (which is six (6) months from the date of disability), whichever is later.

An Occupational Leave of Absence for a Health Care Professional who is regularly scheduled to work less than twenty (20) hours per week, not eligible for Salary Continuance benefit, will commence immediately upon exhaustion of all accrued ESL Bank hours and any immediately-elected ETO hours.

An Occupational Leave of Absence for a Health Care Professional may commence prior to the exhaustion of ESL, if ESL usage is waived or the Health Care Professional waives pay integration.

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

The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence without medical restrictions in his or her former or a comparable position at his or her regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the Health Care Professional actively returns to work.

The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence on a temporarily restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Health Care Professional can perform the essential functions of the job with or without a reasonable accommodation. In situations

where a Health Care Professional is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the Health Care Professional will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his or her usual job, at his or her regular rate of pay. Any such temporarily modified duty assignment will not exceed ninety (90) days.

The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence on a permanently restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Health Care Professional is capable of performing the essential functions of the job, with or without a reasonable accommodation. If the Health Care Professional is unable to perform that job, the Employer will engage in an interactive process with the Health Care Professional during which the Health Care Professional has the opportunity to bid on any job vacancy that he or she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Leave of Absence will expire at the end of the interactive job search process: either upon the Health Care Professional's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Leave of Absence shall be extended throughout any period of temporary disability.

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

#### **Benefits Continuation While on an Occupational Leave of Absence**

Medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue up to the maximum period of an Occupational Leave, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Occupational Leave. A Health Care Professional, who is participating in the ACP, shall not have benefits coverage during the Occupational Leave. Survivor Assistance Benefits will continue up to one year of an Occupational Leave.

Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will cease upon commencement of the Occupational Leave or when Salary Continuance benefit begins, whichever is earlier. There will be no adjustments to the Health Care Professional's Leave Accrual Date during an Occupational Leave.

#### **Military Leave of Absence**

A Health Care Professional will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of the Uniformed Services Employment and Reemployment

Rights Act (USERRA), as amended, and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statute.

The Employer agrees that a Health Care Professional on extended military duty will have his or her accrued ETO, ESL and other benefits restored upon reinstatement, in accordance with the applicable statutes.

In those cases where a Health Care Professional is in a reserve status and serves an annual two-week commitment, the Health Care Professional may request and use accrued ETO for the two-week Military Leave of Absence.

Prior to granting Military Leave or ETO, the Employer shall require a Health Care Professional to submit a copy of the appropriate military orders.

#### **Benefits Continuation While on a Military Leave of Absence**

For Military Leaves beyond 30 days, medical, dental and life insurance benefits provided under the Flexible Benefits Program, as applicable, will continue for up to 90 days, following the commencement of the unpaid leave, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the Health Care Professional's expense. A Health Care Professional who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Military Leave. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Military Leave. Survivor Assistance Benefits will continue up to one year of a Military Leave.

Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for 30 days. There will be no adjustments to the Health Care Professional's Leave Accrual Date during a Military Leave.

#### **Personal Time Off**

Commencing on the first (1st) day of employment, where circumstances warrant, a Health Care Professional may request and may receive personal time off, without pay, for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, an on duty Health Care Professional may ask for personal time off which shall be granted and such Health Care Professional will be released from duty as soon as possible. In determining whether such a request shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.

#### **Bereavement Leave**

Effective the first day of the month following eligibility, a health and welfare benefit-eligible Health Care Professional is eligible for Bereavement Leave, unless the Bereavement Leave has been waived by participation in the Alternate Compensation Program. A Health Care Professional shall be granted up to three (3) days paid Bereavement Leave upon the death of a spouse or domestic partner, or upon the death of an employee's immediate family member, or an employee's spouse's or domestic partner's immediate family members. A Health Care Professional will be granted an additional two (2) days of paid time when traveling three-hundred (300) miles or more one way to attend funeral or memorial services. Bereavement Leave may be

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

A part-Time Health Care Professional will receive Bereavement Leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths when traveling three-hundred (300) miles or more one way to attend funeral or memorial services and will receive pay for scheduled work hours within such three (3) or five (5) day period.

Immediate family member for Bereavement Leave is defined as:

- a. parent, step-parent, parent in-law, step parent in-law, in loco parentis parent
- b. daughter, step-daughter, daughter in-law, step daughter in-law
- c. son, step son, son in-law, step son in-law
- d. sister, step sister, sister in-law, step sister in-law
- e. brother, step-brother, brother in-law, step brother in-law
- f. in loco parentis child, legal ward child, legal guardian, foster child, adopted child
- g. grandparent, step grandparent, grandparents in-law
- h. grandchildren, step grandchildren, grandchildren in-law
- i. relative living in the same household as the Health Care Professional

If a death occurs to a critically ill family member while a Health Care Professional is on an authorized leave for critical family illness, the Health Care Professional will be entitled to receive Bereavement Leave pay upon presentation of verification of death. The Bereavement Leave shall not exceed three (3) days for death in the area. For deaths occurring out of the area requiring travel over three-hundred (300) miles one-way, two (2) additional days will be provided for travel purposes.

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

#### Jury Duty

A Health Care Professional required to report for jury service will be excused from work and shall receive pay for jury duty for the duration of such service. Health Care Professionals shall provide notice of the jury duty obligation to Management as soon as practicable but no less than two (2) weeks' in advance. The Health Care Professional is required to show proof of jury service. There will be no offset to the Health Care Professional's pay nor collection of jury duty pay provided by the courts.

It is intended that both full and part-time Health Care Professionals will not suffer a loss of compensation for participation in jury service. The Health Care Professional may, with the agreement of the Employer, work a shift or partial shift in addition to time spent on jury service. Health Care Professionals will be compensated at the base rate for jury service during hours the Health Care Professional would regularly be scheduled to work. Schedules will be modified by



mutual agreement to minimize disruption of patient care and to avoid undue burden on the Health Care Professional.

In the absence of such mutual agreement, a full-time Health Care Professional will be compensated for a maximum of eight (8) hours jury service per day. When a full-time Health Care Professional is released from jury service in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.

A part-time Health Care Professional shall receive pay for the number of hours regularly scheduled on the day of jury service, up to a maximum of eight (8) hours per day. In the event that the part-time Health Care Professional is regularly scheduled to work more than eight (8) hours on the day of the jury service, then the schedule will be modified by mutual agreement. In the absence of such agreement, the Health Care Professional will return to work if the release time from jury service permits a minimum of four (4) work hours.

A Health Care Professional on an alternate shift schedule will be compensated at the base rate for his/her shift. When the Health Care Professional is released from jury service in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.

**INTENT OR APPLICATION: Maintain current Leave of Absence provisions in accordance with the Nonunion Hourly plans and Federal and State Laws.**

FOR THE EMPLOYER

Belkys Martin  
Belkys Martin  
Senior Labor Relations Representative

Date: 9-18-2013

FOR THE UNION

Bill Rouse  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 9-18-13

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# KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

## INTENT LANGUAGE

### Health and Welfare

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Health and Welfare benefit will be delivered through a combination of Flex and plans outside of the Flexible Benefits Program.

#### FLEXIBLE BENEFITS PROGRAM

**Eligibility:** A newly hired, newly eligible, or a current Health Care Professional, who has not met three (3) months of employment and who is regularly scheduled to work twenty (20) hours or more per week, has the option to participate in the initial Employer-Paid Plan (and subsequently enroll in the full Flexible Benefits as described below) or participate in the Alternate Compensation Program (ACP). Coverage in the initial Employer-Paid plan begins on the first (1<sup>st</sup>) day of employment and continues until the first (1<sup>st</sup>) day of the month following three (3) months of employment, which is the date a Health Care Professional becomes eligible for the full Flexible Benefits Program.

**Initial Employer-Paid Plan:** A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week is provided with Kaiser Foundation Health Plan (Health Plan) coverage that mirrors the Mid-level plan to be offered under Flex (currently \$20 office visit copayment level), Supplemental Medical and employee life insurance (equal to one times annual pay to a maximum of \$50,000). Coverage becomes effective on the first day of employment and continues until a Health Care Professional becomes eligible for the full Flexible Benefits Program. The Employer pays the entire cost of the benefits provided under the initial Employer-Paid plan.

#### Health Plan Dependent Eligibility:

Eligible dependents are defined as follows:

- the Health Care Professional's spouse, or domestic partner;
- the Health Care Professional's natural, step or adopted child under the age of twenty- six (26);



- the Health Care Professional's foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;
- a child under the age of twenty-six (26) for whom the Health Care Professional is the court-appointed guardian;
- the Health Care Professional's grandchild only if the grandchild's parent (the Health Care Professional's child, or the spouse's or domestic partner's child) is under age of twenty-five (25), unmarried, and currently covered under Health Care Professional's medical coverage, and both the grandchild and the grandchild's parent (Health Care Professional's child) 1) live with the Health Care Professional and 2) qualify as the Health Care Professional's dependents on the Health Care Professional's tax return as defined by the Internal Revenue Code (IRC) 152(a)(1);
- the Health Care Professional's domestic partner's natural or adopted child under the age of twenty-six (26);
- the Health Care Professional may be able to extend coverage past the normal age 26 limit for a dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The Health Care Professional may be required to show proof of the dependent's continuing disability each year.

### **Dental Dependent Eligibility**

- Eligible dependents will include spouse or eligible domestic partner, and the children of the Health Care Professional or of his/her spouse or domestic partner, up to the limiting age of twenty-six (26).
- The Health Care Professional may be able to extend coverage past the normal age 26 limit for an enrolled dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The Health Care Professional may be required to show proof of the dependent's continuing disability each year.

### **Dependent Life Eligibility**

- Eligible dependents will include spouse or eligible domestic partner, and unmarried children of the Health Care Professional or of his/her spouse or domestic partner, up to the limiting age of twenty-one (21) or, if the child is a full-time student, up to age twenty-three (23).
- The Health Care Professional may be able to extend coverage past the normal age limit for a covered dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches prior to the limiting age of twenty-one (21) or twenty-three (23) as applicable. Annual certification of disability and dependency may be required.



**Full Flexible Benefits Coverage:** A Health Care Professional who is regularly scheduled to work 20 hours or more per week and his or her enrolled eligible dependents are provided with the following options:

- Basic, Mid (\$20 office visit copayment level), or High Health Plan bundled with Supplemental Medical coverage. Supplemental Medical covers certain medically necessary services that are not provided by Health Plan;
- Basic or Comprehensive Dental Plan coverage up to an annual maximum of \$1,200.
- Optional Life Insurance coverage (up to \$100,000 Guaranteed Issued if enrolled when first eligible) up to \$750,000 (based on combined employer-paid Basic Life insurance and Flex Optional Life insurance amount); Employee life insurance coverage of Two Times Annual Salary is provided outside of the Flexible Benefits Plan
- Dependent Life Insurance coverage for eligible dependents up to \$50,000 for spouse/domestic partner or \$10,000 for each child provided that the Health Care Professional is enrolled in the applicable amount of employee life insurance;
- Accidental Death and Dismemberment insurance up to \$350,000 for the Health Care Professional, spouse/domestic partner \$175,000 and eligible children up to \$35,000.
- 50% or 60% Long-Term Disability (LTD) Insurance provides benefits **to the Health Care Professional, until the Health Care Professional recovers, dies or turns age 65 (unless the Health Care Professional is already age 60 or older), whichever occurs first.** If disability is due to mental illness which will be limited to a per occurrence maximum of twenty-four (24) months, or disability due to alcohol or substance abuse, benefits will be limited to one period of disability limited to a Health Care Professional's lifetime for up to a maximum of twenty-four (24) months. LTD can be purchased with pre or post-tax dollars.

## **SPENDING ACCOUNTS**

**Dependent Care Spending Account:** A Health Care Professional with eligible dependent expenses can participate in the Dependent Care Spending Account (DCSA) which is entirely voluntary and allows a Health Care Professional to pay for eligible dependent services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A Health Care Professional, regardless of work schedule, is eligible to enroll in the DCSA effective on his/her date of hire. The DCSA allows a Health Care Professional to contribute pre-tax dollars annually as limited by the plan or Internal Revenue Code (IRC). These contributions may be used to pay for certain dependent care expenses for eligible dependents as permitted by the IRC and as governed by law.

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

**Employer Funding and Flex Credits:** The Employer provides funding in the form of Flex Credits that pays a share of the benefits cost under the full Flexible Benefits Program.

The Employer provides a full-time Health Care Professional with enough Flex Credits to purchase the Mid Level Health Plan (bundled with Supplemental Medical coverage) for the Health Care Professional and **eligible dependents**, Basic Dental for the Health Care Professional and **eligible dependents**, and the 50% LTD insurance coverage. In addition, a Health Care Professional shall receive Service-Based Flex Credits. A regular part-time Health Care Professional shall receive a percentage of Flex Credits based on his or her regularly scheduled hours to purchase benefits offered under the Flexible Benefit Program, as applicable.

<u>Regularly Scheduled (Standard) Hours</u>	<u>Flex Credits Percentage</u>
32 – 40 Hours Per Week	100%
26 – 31 Hours Per Week	80%
20 – 25 Hours Per Week	60%

The Service-Based Flex Credits shall be provided based on the Health Care Professional's years of service as defined by the Benefit "Service Date." The Benefit "Service Date" determines and tracks eligibility for years of service on which the flex credits are based.

<u>Years of Service</u>	<u>Service-Based Flex Credits Amount (Per Pay Period)</u>
Less than 2	\$0.83
2 – 4	\$1.67
5 – 9	\$2.50



10 – 14	\$4.79
15 – 19	\$6.46
20 or more	\$7.92

**Healthy Flex Wellness Incentive Program:** Effective January 1, 2015, the Healthy Flex credits are eliminated. If the Employer reinstates the Healthy Flex program for other employee groups, the Employer will reinstate the Healthy Flex program for Health Care Professionals, or make the same changes, pursuant to this agreement.

**Default Plan:** An eligible Health Care Professional who does not enroll in the Flexible Benefits Program during the election period will be enrolled in the Default Plan. The Default Plan becomes effective on the first (1<sup>st</sup>) day of the month following the completion of three (3) months of employment, or when newly eligible if later. The Default Plan provides the Mid Level Health Plan (bundled with Supplemental Medical coverage) for a Health Care Professional and his or her previously-enrolled eligible dependents. A Health Care Professional under the Default Plan will not have dental or long-term disability benefits and does not receive Flex Credits. Default coverage is Employer-paid. (Employee Life Insurance coverage of Two Times Annual Salary and Salary Continuance are provided outside of the Flexible Benefits Plan).

**Enrollment Restrictions:** A Health Care Professional may elect options within thirty-one (31) days of becoming eligible, or during the annual open enrollment period. A Health Care Professional may change options during the annual open enrollment period for the Flexible Benefits Program. Once elections are made, a Health Care Professional may only make changes during subsequent annual open enrollment periods, unless the Health Care Professional has a qualifying family or employment status change or a loss of other medical coverage. A Health Care Professional must notify the Employer within thirty-one (31) days of the status change or loss of coverage to effect a mid-year change.

**Health Plan Waiver:** Health Plan coverage may be waived with proof of other medical coverage. A Health Care Professional who waives Health Plan coverage must wait until the subsequent annual open enrollment period to enroll for Health Plan coverage unless the Health Care Professional has a loss of other medical coverage and notifies the Employer within 31 days of the loss of other medical coverage.

**Actively-At-Work:** A Health Care Professional must be actively-at-work on the day that LTD insurance or Life Insurance coverage becomes effective. Coverage will be deferred until return to active employment.



**Pre-Existing Condition Clause and Evidence of Insurability:** A Health Care Professional who elects the LTD insurance shall be subject to a pre-existing illness clause that excludes from benefits any disability that occurs during the first twelve (12) months of coverage, if within ninety (90) days prior to coverage becoming effective, a Health Care Professional received medical treatment, care, services, or took prescribed medication for a diagnosed condition that caused or substantially contributed to the disability. A Health Care Professional who did not elect LTD coverage when first eligible, or who elected a lower level of LTD coverage, must provide Evidence of Insurability (EOI) as required by the insurer in order to be eligible for LTD, or for the higher level of LTD coverage.

A Health Care Professional may purchase up to \$100,000 of Employee Life insurance when first eligible without providing Evidence of Insurability (EOI), which is proof of good health as required by the **insurer**. During future open enrollment periods, the Health Care Professional may increase his or her life insurance coverage to the next higher level without providing EOI. A Health Care Professional will be required to provide EOI if the Health Care Professional purchases a higher level of coverage. A Health Care Professional who did not elect optional life when first eligible, and later elects optional life will be required to provide EOI.

EOI requirements also apply to the Health Care Professional's Spouse or Domestic Partner, if coverage was previously waived or, when electing to increase coverage.

**Benefits Continuation With Long-Term Disability Coverage:** Health Plan coverage that mirrors the Mid-level plan offered under the Flexible Benefits Program, including Supplemental Medical, may continue when a Health Care Professional is qualified and approved for Long-Term Disability insurance benefits.

## **BENEFITS OUTSIDE FLEX**

### **LIFE INSURANCE**

A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week will be provided with Two Times Annual Salary employer-paid life insurance coverage (which is outside of the Flexible Benefits Program). Two Times Annual Salary life Insurance coverage begins the first (1<sup>st</sup>) of the month following three (3) months of employment or when newly eligible if later, if actively at work, unless waived by ACP participation. If the Health Care Professional is not actively at work on the day coverage is to become effective, then the coverage effective date will be deferred until the Health Care Professional returns to active employment.



**SURVIVOR ASSISTANCE BENEFIT**

A Health Care Professional who is regularly scheduled to work will be provided a Survivor Assistance Benefit equal to one (1) month's base wages (prorated for part-time Health Care Professionals). This benefit is payable to a designated beneficiary during the period immediately following the death of the Health Care Professional.

**SALARY CONTINUANCE (SHORT TERM DISABILITY)**

A Health Care Professional regularly scheduled to work twenty (20) hours or more per week will be eligible for the Salary Continuance benefit, (which is outside of the Flexible Benefits Program). The Salary Continuance begins on the first (1<sup>st</sup>) of the month after three (3) months of employment or when newly eligible if later, unless waived by ACP participation. Salary Continuance benefit shall be payable beginning after an eligible Health Care Professional has exhausted Extended Sick Leave (ESL) bank hours and shall remain payable up through six (6) months of disability. The Salary Continuance benefit delays the commencement of a Medical or Occupational Illness or Injury Leave for up to six (6) months. The Salary Continuance benefit is based on a Health Care Professional's base wage rate (adjusted for scheduled hours) at the time he or she is initially disabled. The Salary Continuance benefit provides fifty percent (50%) of base wage rate or sixty percent (60%), when integrated with State Disability Insurance (SDI) or Workers' Compensation and continues through the sixth (6<sup>th</sup>) month of disability with physician certification.

**PARENT MEDICAL COVERAGE**

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

**Coverage Ends:** Under the Flexible Benefits Program, Health Plan and Dental coverage ends on the last day of the month in which employment ends, or in which the Health Care Professional transfers to an ineligible status. Coverage for all other benefits ends on the day employment ends, or the date of transfer to an ineligible status. Coverage also ends when a Health Care Professional goes into an unpaid leave status and fails to pay the Health Care Professional's share of premiums.

**PLAN TERMS**

Coverage, limitations and exclusions (including the enrollment rules, restrictions and requirements) of the foregoing Health and Welfare Plans, and Dependent Care and Health Care Spending Account are established and governed by the Employer's service agreements with the respective providers, and insurance carriers, and plan documents.





The foregoing plans are governed by the plan documents and/or Kaiser Permanente policies.

**INTENT OR APPLICATION:**

Effective January 1, 2015, Health Care Professionals will have its own Flexible Benefits Program that mirrors the current non-represented Benefits by Design Flexible Benefits Plan.

To maintain current Health and Welfare benefits in accordance with the non-represented plans including benefits within the Benefits by Design Flexible Benefits Plan as well as benefits delivered outside of the flex environment.

There will be one price tag structure to accommodate the one Benefits Program for the union group; hence, SCPMG Health Care Professionals will move into the HP/H Health Care Professionals benefit price tag structure in 2015.

The Union and the Employer will meet and confer regarding the Flexible Benefit Program price tags for the following year during the month of June/July beginning in 2014.

Only newly-hired or newly Health and Welfare benefit eligible Health Care Professionals will be allowed to make new or higher elections without Evidence of Insurability (EOI) or proof of good health. Current Health Care Professionals will be subject to the EOI process to purchase higher level of life insurance or disability and/or to purchase coverage previously waived.

= For example, employee's current Long Term Disability election is at the 50% level. During annual open enrollment period, the employee may not elect the 60% level without EOI; or

= For example, employee previously waived the Flex Optional Life Insurance. During annual open enrollment period, the employee may not elect up to \$100,000 without EOI.

The Health Care Professionals will have the same medical and dental benefit plan choices, however, the medical plan (i.e. Health Plan) and dental benefits plan codes will be new and unique to the Health Care Professionals.

To acknowledge the waiver of the Flexible Benefits Program and certain other benefits, due to participation in ACP.

To acknowledge that the Employer will reinstate Healthy Flex Program if the program is also reinstated for the non-represented employee groups during the term of this agreement.

Note: Health Care Professionals who enrolled in the Healthy Flex Program and successfully completed the Healthy Flex program criteria in 2013 will be awarded Healthy Flex credits in 2014. However, since the program has been eliminated, beginning 2014, there will be no enrollment or participation in the Healthy Flex program; hence, no additional Healthy Flex credits will be awarded in 2015 or thereafter.



**FOR THE EMPLOYER**

Belkys Martin  
**Belkys Martin**  
**Senior Labor Relations Representative**

12/11/2013  
**Date**

**FOR THE UNION**

Bill Rouse  
**Bill Rouse**  
**Executive Assistant to the Officers**

12-11-13  
**Date**

# KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

## INTENT LANGUAGE

### RETIREMENT PLANS

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#### Pension Plan

Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) is a basic pension plan that provides retirement income based on a formula that includes a benefit factor of 1.4% of Final Average Monthly Compensation (FAMC) and years of Credited Service. **No later than June 30, 2014**, the pension plan benefit factor will be 1.45% of FAMC and years of Credited Service.

#### Participation

Each Health Care Professional is automatically covered under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) on date of employment.

#### Service

Years of Service are used to determine vesting, and to determine if a Health Care Professional is eligible for a Deferred Vested Pension benefit, or for Early, Disability, Normal or Postponed Retirement. One year of Service is equal to one thousand (1,000) compensated hours of employment in a calendar year. Prorated Service will be granted for a calendar year with fewer than one thousand (1,000) compensated hours of employment. **Compensated hours are defined by the Plan and include regular, Holiday, Earned Time Off, Extended Sick Leave, etc., subject to the terms of the Plan.**

#### Credited Service

Credited Service is used to determine the amount of monthly pension benefits. One year of Credited Service is equal to two thousand (2,000) compensated hours of employment in a calendar year. Prorated Credited Service will be granted for a calendar year with fewer than two thousand (2,000) compensated hours.

**Compensated hours are defined by the Plan and include regular, Holiday, Earned Time Off, Extended Sick Leave, etc., subject to the terms of the Plan.**



### **Pension Payment Benefit Amount**

For retirements **up until the effective date of the pension plan benefit factor change**, normal monthly retirement shall be 1.4% of Final Average Monthly Compensation (FAMC) multiplied by a Health Care Professional's years of Credited Service. If a Health Care Professional terminates employment on or after **the effective date of the pension plan benefit factor change**, normal monthly retirement shall be 1.45% of Final Average Monthly Compensation (FAMC) multiplied by a Health Care Professional's years of Credited Service. FAMC is the monthly average of the Health Care Professional's base wage rate over the highest sixty (60) consecutive months of compensation in the last one-hundred (120) consecutive months of employment. The FAMC for pension calculations will be based solely on the Health Care Professional's straight time base wage rate and will exclude bonuses, allowances, and differentials (also excludes the Alternate Compensation Program ("ACP") wage differential).

### **Vested Pension**

Vesting in KPSCEPP is attained after five (5) years of Service or if a Health Care Professional receives an hour of Service upon attainment of age 65 or greater and still actively employed. If a Health Care Professional terminates with at least five (5) years of Service, but prior to eligibility for Early, Disability, Normal or Postponed Retirement, the Health Care Professional is eligible for an unreduced Deferred Vested Pension, payable at age 65 based on the benefit accrued at the time of termination. A Health Care Professional who terminates with 15 or more years of Service, may be eligible to begin receiving a reduced Deferred Vested Pension prior to age 65, once the Health Care Professional reaches age 55.

### **Early Retirement**

A Health Care Professional is eligible to retire early with an Early Retirement benefit when she or he is at least age 55 and with at least 15 years of Service. If an eligible Health Care Professional elects to start receiving benefits before age 65, benefits will be reduced to reflect early benefit commencement. **At the time that the pension benefit factor changes, the pension plan early retirement reduction factor also will change as shown below.**

**For retirements prior to the effective date of the pension plan benefit factor change:**

<u>Age When Payments Begin</u>	<u>Percentage of Normal Pension Received</u>
65	100%
64	91.06%
63	83.09%
62	75.96%
61	69.57%
60	63.82%
59	58.64%
58	53.96%
57	49.73%
56	45.88%
55	42.39%



**For retirements on or after the effective date of the pension plan benefit factor change:**

<u>Age When Payments Begin</u>	<u>Percentage of Normal Pension Received</u>
65	100%
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

### **Disability Retirement**

If the Health Care Professional is eligible for and receives a Social Security Disability Award under Title II, has a date of disability before termination, and has at least ten (10) years of Service, he/she will be eligible for a Disability Retirement. Monthly retirement benefits commencing prior to age sixty-five (65) are reduced based on the Early Retirement charts above. If the Health Care Professional begins receiving retirement benefits before age 55, the monthly benefits will be actuarially reduced based on the participant's age when pension benefits begin.

### **Workers' Compensation Leaves of Absence**

**At the time of the pension benefit factor change, there also will be provision for counting Workers' Compensation Leaves of Absence towards years of Service, and up to 1,000 hours during Workers' Compensation Leave of Absence (s) may be used toward determining years of Service for purposes of meeting minimum eligibility requirements for retirement pursuant to the provisions of the National Agreement.**

### **Normal Retirement**

A participating Health Care Professional is eligible for Normal Retirement when, prior to termination, she or he attains age 65, regardless of years of Service, and then retires or terminates.

### **Postponed Retirement**

A participating Health Care Professional is eligible for Postponed Retirement if she or he is over age 65, regardless of years of Service, when she or he retires or terminates. The Health Care Professional's Postponed Retirement benefit will be the greater of: (1) the actuarially adjusted normal (age 65) retirement benefit or (2) the benefit based on the Health Care Professional's FAMC and Credited Service at retirement. The actuarially determined dollar amount under certain payment methods may decrease because of the Health Care Professional's increased age.

### **In-Service KPSCEPP Distribution**

On or after the effective date of the change in pension benefit factor, a participating Health Care Professional who has not separated from service as defined by the Internal Revenue Service (IRS) rules will be eligible to elect a one-time in-service distribution from the KPSCEPP at age 65 or older in accordance with the terms of the plan and applicable IRS rules.

### **Distribution/Payment Options**

A variety of payment methods are available under the KPSCEPP such as the Single Sum Payment, Life Annuity, Joint and Survivor Annuity, and Guaranteed Years of Payment, Level Income. The amount payable under each distribution method is determined using actuarial assumptions and the interest rate specified by the plan.

### **Pre-Retirement Survivor Annuity**

In the event a Health Care Professional who is vested in the pension plan dies while still employed, the plan will provide the surviving spouse or designated domestic partner with a lifetime monthly benefit. This Survivor Annuity will be calculated as if the Health Care Professional retired the day before death and elected a joint and survivor annuity with a 50% continuation to the surviving spouse or domestic partner.

The benefit is payable to the surviving spouse no later than when the Health Care Professional would have turned age 65. The surviving spouse may elect to begin receiving the benefit at the time the Health Care Professional would have first qualified for Early Retirement. The eligible designated domestic partner must begin receiving a distribution no later than one year following the Health Care Professional's death, in accordance with applicable IRS rules.

### **Survivor Qualified Dependent Benefit**

If a vested eligible active (**active** or on a leave of absence) Health Care Professional dies on or after **effective date of the pension plan benefit factor change**, and does not have a surviving spouse or a surviving eligible designated domestic partner, monthly survivor benefits will be payable to a qualified dependent, as defined in the plan document. This Survivor Annuity will be calculated as if the Health Care Professional retired the day before death and elected the Guaranteed Years of Payment method for one-hundred and twenty (120) months.

The foregoing is a summary of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP). The Pension Plan is governed by the plan documents.

### **Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG)**

KPSSRPUG is a supplemental retirement plan that provides an Employer contribution and has voluntary employee contributions.

### **Participation**

A Health Care Professional, regardless of status and work schedule, becomes a participant in the KPSSRPUG on the first day of employment.

### **Vesting**

Upon becoming a participant in the KPSSRPUG, a Health Care Professional is fully vested in the Employer contributions and, if applicable, employee contributions.

### **Contributions**

The Employer contributes two and a half percent (2.5%) of the Health Care Professional's eligible compensation to the KPSSRPUG. Compensation is defined by the Plan and includes regular wages, holiday pay, Earned Time Off, Extended Sick Leave, etc. It excludes special bonuses, allowances, and differentials (also excludes the Alternate Compensation wage differential). A Health Care Professional may elect to make after-tax contributions by deferring a percentage of his/her pay into this plan.

### **Distribution/Withdrawals**

Participants in the KPSSRPUG, prior to termination, have options for loans, age 65 in-service distributions and withdrawals, in accordance with the terms of the Plan documents and applicable IRS rules. Upon termination or retirement, the KPSRRPUG account balance is distributed or deferred in accordance with the Plan document and applicable IRS rules.

The foregoing Plan is governed by the plan documents.

### **Tax-Deferred Retirement Savings Plan**

A Health Care Professional may elect to participate in a voluntary tax-deferred retirement savings plan established by the Employer. The future of the plan and the plan provisions will be determined by the Employer. **The auto-enroll for new hires and auto-escalation to six percent (6%) will be maintained.**

The foregoing plans are governed by the plan documents.

**INTENT OR APPLICATION:**

Pension Plan

**No later than June 30, 2014**, the KPSCEPP is amended to include a 1.45% factor, early reduction schedule of 50% level at age 55, Workers' Compensation Leave of Absence, and dependent survivor annuity provisions for an employee who is not married and does not have a domestic partner.

Acknowledge that in order for an employee's domestic partner to be eligible for a pension survivor benefit, the KP Retirement Center must have current documentation of domestic partnership on file at the time of the employee's death. Current documentation can be either a copy of a certified domestic partner registration from a state or local government or a notarized *Kaiser Permanente Affidavit of Domestic Partnership*.

The Workers' Compensation Leave of Absence pension service provision pursuant to the National Agreement replaces the Occupational Illness and Injury Leave pension service provision.

The definition of a year of pension Service remains 1,000 compensated hours (prorated) and a year of Credited Service remains 2,000 hours (prorated).

Supplemental Retirement plan

Effective January 1, 2015, eligible employees will participate in KPSSRPUG in lieu of the KPSSRP. The provisions of the plan and the Employer contribution of 2.5% remain unchanged.

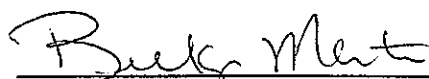
Tax-Deferred Savings Plans

No change.

The Health Care Professional is not eligible for any (currently 1.25%) Employer Match or any (currently 1%) Performance Based or other Employer contributions.

**FOR THE EMPLOYER**

**FOR THE UNION**



**Belkys B. Martin**  
**Senior Labor Relations Representative**

12/17/2013



**Bill Rouse**  
**Executive Assistant to the Officers**

12/17/13





**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Retiree Benefits**

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XXXX Health Plan Coverage for Retirees

XXXX A Health Care Professional who qualifies for Normal or Postponed Retirement under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP), at or beyond age sixty-five (65) with fifteen (15) or more years of service with the Kaiser Permanente Medical Care Program, and is eligible for medical coverage at the time of retirement, will be eligible for the Kaiser Foundation Health Plan ("KFHP") retiree coverage, provided the Health Care Professional enrolls in Parts A, B and D of Medicare when first eligible. A Health Care Professional who qualifies for Early Retirement under the provisions of the KPSCEPP, with fifteen (15) or more years of service, and is eligible for medical coverage at the time of retirement, will be eligible for the KFHP retiree coverage upon becoming Medicare-eligible, generally at age sixty-five (65). A Health Care Professional who qualifies for Disability Retirement under the provisions of KPSCEPP is eligible for retiree medical at the time of retirement. The KFHP retiree coverage shall have copayments that match the mid-level Health Plan for the active Health Care Professional under the Flexible Benefits Program at the time the retiree coverage begins (currently at the \$20 copayment level), and shall include Supplemental Medical coverage.

XXXX KFHP retiree coverage may commence immediately after early retirement under the KPSCEPP, prior to age sixty-five (65), if the eligible Health Care Professional had at least ten (10) years of service prior to January 1, 1990.

XXXX Upon attaining age 65 or Medicare eligibility, the retiree must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable KFHP medical plan, and take such other action as the applicable KFHP medical plan determines is necessary to integrate the KFHP retiree coverage with Medicare. If the retiree does not assign Medicare to Kaiser Permanente and wishes to maintain KFHP retiree medical coverage, the retiree must pay a surcharge in the amount of the difference in the premium for assigned and unassigned Medicare. If the retiree fails to assign Medicare or to pay the surcharge, as applicable, the retiree KFHP coverage will be terminated.

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XXXX Eligible Dependents

XXXX Eligible dependents are the same as for the active medical coverage. Coverage shall continue for eligible children up to the limiting age. "Special dependent children" who meet the eligibility requirements in section XXXX will receive KFHP coverage for the life of the retiree.

Medicare Assignment

XXXX A spouse, domestic partner, or other eligible dependent who becomes Medicare eligible must also enroll in Medicare Parts A, B and D and assign his or her Medicare rights to the applicable KFHP retiree medical plan, as described in paragraph xxxx, in order to continue coverage.

XXXX Medicare Premiums

XXXX Once enrolled in Medicare, premiums for the cost of Medicare Parts B and D shall be the responsibility of the retiree and eligible dependents, Premiums for Medicare Parts B and D for the retiree and for any Medicare-eligible dependents shall be the responsibility of the retiree. **Reimbursement of Medicare Part D surcharge for eligible retirees shall be as set forth in the side letter of understanding (Appendix # of the 2013-201x UNAC/UHCP: (name to be determined) collective bargaining agreement).**

XXXX Survivor Coverage

XXXX Upon the death of the eligible retiree, KFHP retiree coverage will continue for the spouse/eligible domestic partner. If an eligible early retiree was not yet entitled to commence coverage, the spouse/domestic partner may begin KFHP retiree coverage when the deceased retiree would have been eligible to commence coverage, provided the spouse/domestic partner has not remarried/recommitted. Coverage will end upon remarriage/recommitment or death. Eligible dependent children may begin KFHP retiree coverage when the deceased retiree would have been eligible for coverage, and coverage will continue until they reach age 26. Upon the death of the eligible retired Health Care Professional, a special dependent child who is age 26 or older will be given the option to convert to an individual Kaiser Permanente plan.

XXXX In the event a Health Care Professional who has fifteen (15) years of service and who has met the eligibility requirements for Early, Disability, Normal, or Postponed Retirement under the provisions of the KPSCEPP dies prior to termination or retirement, the spouse/eligible domestic partner may begin KFHP retiree coverage, when said deceased Health Care Professional would have been eligible for coverage, provided the spouse/domestic partner has not remarried/recommitted, and will continue until remarriage/recommitment or death. Eligible dependent children may begin KFHP retiree coverage when said deceased Health Care Professional would have been eligible for coverage, and coverage will continue until they reach age 26. Upon the death of the Health Care Professional, a special dependent child who is age 26 or older will be given the option to convert to an individual Kaiser Permanente plan and/or continue coverage through COBRA.

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XXXX Medical Coverage for Retirees Residing Outside California Kaiser Permanente Service Areas

XXXX Kaiser Permanente Regions Outside California

The eligible retiree and eligible dependents who live in a Kaiser Permanente Region outside of California after retirement will be offered the **Out of Region Plan (“OOR”)** in the new Region where the retiree resides. Enrollment in the **OOR** in the new Region will be required. Upon attaining age 65 or Medicare eligibility, the retiree and any Medicare-eligible dependent must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable Kaiser Permanente Region’s medical plan, and take such other action as the applicable medical plan determines is necessary to integrate the retiree coverage with Medicare.

XXXX Geographic Areas not in any Kaiser Permanente Service Area

The eligible retiree and eligible dependents who live in a location that is not part of any Kaiser Permanente Service Area (including parts of California) will be eligible for the Out of Area Plan (“OOA”). The OOA will be integrated with Medicare, when applicable.

XXXX National Agreement

XXXX The parties agree that all employees covered by this Agreement are also covered by the National Agreement provision on the “Fixed Amount” effective January 1, 2017 **and the Medicare Part D Letter of Understanding.**

XXXX Retiree Life Insurance

XXXX A Health Care Professional who retires under the Early, Disability, Normal or Postponed Retirement provisions of the KPSCEPP and was enrolled for life insurance coverage at the time of retirement will be provided with one-half of the Health Care Professional’s current active employee level on the day before retirement (employer-paid outside of Flex and, if applicable, employee-purchased inside of Flex) to a maximum of \$375,000, which tapers to no less than \$10,000.

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**INTENT OR APPLICATION:**

Maintain current post-retiree medical (Health Plan and Supp Med) provisions during term of this agreement.

Effective with contract ratification, retirees who live outside of a KP Service Area will have the ability to participate in the OOA Plan. Effective with contract ratification, retirees who live in another KP Service Area will receive the OOR medical plan in the new Region.

**Application of Medicare Part D Reimbursement shall be in accordance with the January 17, 2012 Medicare Part D Grievance resolution agreement:**

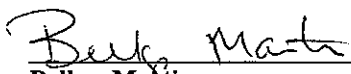
**Reimbursement of Medicare Part D Surcharge for Eligible Retirees**

The Medicare Modernization Act of 2003 added a prescription drug benefit to the Medicare program in the form of premium subsidies for low income retirees. Kaiser Permanente implemented Medicare Part D effective January 1, 2006. The Patient Protection and Affordable Care Act (PPACA) of 2010 reduced the Medicare Part D premium subsidies for retirees with incomes above \$85,000 per individual and \$170,000 per couple and added a surcharge for these high wage earning retirees ranging from \$12 to \$69 per month effective January 1, 2011.

Kaiser Permanente agrees to reimburse eligible individual retirees, as defined, who are being surcharged. The eligible individual retirees will be determined as the result of a two year "look back" that is based only on "active" KP W2 wages as opposed to retiree income. Where the resulting two year look back of active KP W-2 wages exceeds \$85,000, the retiree is determined to be eligible for surcharge reimbursement regardless of marital status. Eligible retirees will be reimbursed for a maximum period of two years. The reimbursements will be executed, beginning with a time table to be determined by KP, using the existing reimbursement process KP has in place for Medicare Part B.

Agree that post-retirement medical is subject to the National Agreement retiree medical premium Fixed Amount effective January 1, 2017.

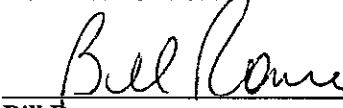
**FOR THE EMPLOYER**



Belkys Martin  
Senior Labor Relations Representative

12-11-13

**FOR THE UNION**



Bill Rouse  
Executive Assistant to the Officers

12-11-13



**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Medical Malpractice Insurance**

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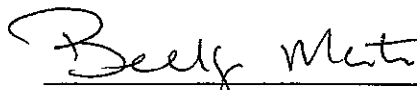
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**MEDICAL MALPRACTICE INSURANCE**

The Employer carries medical malpractice insurance coverage which includes Health Care Professionals in its employ. The Employer will hold Health Care Professionals harmless from any liability where the liability is imposed because of negligent acts of a Health Care Professional in the course and scope of employment.

**INTENT OR APPLICATION: Self explanatory**

**FOR THE EMPLOYER**



**Belkys Martin**  
Senior Labor Relations Representative

12/17/2013

**FOR THE UNION**



**Bill Rouse**  
UNAC/UHCP Executive Assistant to Officers

12/17/13

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**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Education**

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**EDUCATION**

**Tuition Reimbursement**

The Employer's standard education tuition reimbursement program will apply to Health Care Professionals who successfully complete approved courses.

**Orientation and Training**

The Employer shall provide orientation and or training for newly hired Health Care Professionals including those hired after a break in service and those who transfer from another represented or unrepresented employee group. In addition, training shall be provided for any new duties added to the existing role of the Health Care Professional as necessary to ensure competency.

**Mandatory Training**

The Union and Management agree that mandatory training is defined as training necessary to maintain employment with Kaiser Permanente and those training sessions that are designated by Management as required. Mandatory training shall be recognized as part of the defined work day.

**Mandatory Certification**

The Employer shall provide training, time and materials in instances where the Employer provides certification courses in-house, which meets mandatory certification requirements and/or recertification requirements of the job description.

If the Employer offers the certification class in house, the Health Care Professional is paid for the time spent in class as training time.

If the Employer arranges for the training to be provided offsite, the Health Care Professional is paid for that time as training time, and training fees, if applicable, are paid by the department.

If the Employer offers the class in house or arranges for the training to be provided offsite and the Health Care Professional chooses to attend an outside program, the Health Care Professional could use an Education Leave Day and would be required to pay for the training fees.

**Continuing Education**

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The Employer recognizes the value of further education and maintains its commitment to on-going continuing education through its regional continuing education offerings, as well as a Health Care Professional's participation in the Employer tuition reimbursement program. Health Care Professionals, through the Employer's tuition reimbursement program, are eligible for courses provided by an accredited institution, professional society or government agency for continuing education and/or to obtain or maintain licensure, degrees and certification. This includes courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education and/or to attain or maintain licensure or certification.

## **EDUCATION LEAVE**

### **Eligibility**

Upon completion of one (1) year of service, a Health Care Professional who is regularly scheduled to work 32 or more hours per week will earn paid Educational Leave at the rate of five (5) days, not to exceed forty (40) hours, in a calendar year. Upon completion of one (1) year of service, each part-time Health Care Professional who is regularly scheduled to work less than 32 hours per week will earn paid Educational Leave at the rate of three (3) days, not to exceed twenty-four (24) hours, in a calendar year.

A Health Care Professional who is participating in the Alternate Compensation Program (ACP) is not eligible for Education Leave. Any unused hours will be frozen and not available for use while participating in the ACP.

### **Provisions**

Paid Educational Leave may be used on a Health Care Professional's scheduled workday or day off.

Educational Leave must be approved in advance by the Department Administrator and may be taken in full day(s) or in hourly increments.

Educational Leave may be cumulative for a two (2) year period, up to a maximum of ten (10) days, not to exceed eighty (80) hours, for full-time Health Care Professionals and six (6) days, not to exceed forty-eight (48) hours, for part-time Health Care Professionals scheduled less than thirty-two (32) hours per week.

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

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

A Health Care Professional who changes status from Full-Time to Part-Time will be credited with any accumulated Education Leave to a maximum of five (5) days, not to exceed forty (40) hours. A Health Care Professional who changes status from Part-Time to Full-Time will be credited with any accumulated Education Leave and will receive one (1) additional day, not to exceed eight (8) hours, of Education Leave.

### **Education In-Service Programs**

At the Health Care Professional's request, voluntary attendance at Regional Symposia may be deducted from the Health Care Professional's Educational Leave account.

### **General Benefit Coverage Provisions**

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The language in this Agreement is intended to provide a summary of the benefits available. Educational Leave will be administered in accordance with the Employer's guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

### **EDUCATION TIME**

If attendance at a program is mandatory, the time in attendance will be considered as time worked for pay purposes and such mandatory class will not be charged to the Health Care Professional education leave.

A Health Care Professional will not be denied paid education leave solely on course content, provided continuing education units are being offered for the requested class. In addition, it is recognized that an individual Health Care Professional, on occasion, may wish to participate in bona fide education programs with or without CEUs. The Employer encourages participation if attendance at the program(s) will enhance the quality of therapy services rendered to patients and, if it will be beneficial, in general, to the total group medical care program, the Employer is willing to consider requests for such leave. Final approval for attendance must be obtained from the Employer in advance. Such response to Education Leave requests will be made within ten (10) calendar days. If the approval is given, the Health Care Professional will be eligible for paid education leave based on the schedule below. Any requests for days in excess of the accrued Education Leave will be considered by the Employer on an individual basis. Pay for such leave shall be at straight time. Requests for such leave should be submitted to the Employer sufficiently in advance of the program to enable effective planning. Education leave may be utilized on other than scheduled workdays.

The Employer agrees that Health Care Professionals may use Educational Leave on their days off in the same manner that it is utilized on scheduled workdays. For example, an eight hour Health Care Professional will receive eight (8) hours of Educational Leave on any given day, unless the Health Care Professional specifically requests less than eight (8) hours of pay, and a ten hour Health Care Professional will receive ten (10) of Educational Leave on any given day, unless the Health Care Professional specifically requests less than ten (10) hours of pay.

In the case of home study or on-line courses, following the completion of the program, documentation must be provided for pay purposes. The Health Care Professional will be paid one (1) hour of educational leave pay for each contact hour.

### **Education Advancement**

The parties support the educational development of the Health Care Professionals and encourage flexibility to accommodate academic schedules.



**INTENT OR APPLICATION: Mandatory Training will be coded as training time.**

**Education Leave accrued, and unused, as of the ratification date of this Agreement shall continue to be available for use by a Health Care Professional.**

**Management will considered all written requests for Educational Leave, and approve or deny based on operational needs. Requests for Educational Leave will not be unreasonably denied.**

**If the Health Care Professional is approved for Educational Leave to attend a course on a day off, it will be at the discretion of management to pay the Health Care Professional the approved time in addition to the normal scheduled workweek as straight time, or require the Health Care Professional to take a substitute day off within the same workweek.**

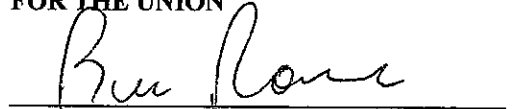
**If the Employer identifies a need, management may request a Health Care Professional to attend a course or receive necessary training, at the Employer's expense.**

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Belkys Martin  
Senior Labor Relations Representative

Date: 12/17/13

**FOR THE UNION**

  
\_\_\_\_\_  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 12/17/13

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**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Safety and Health**

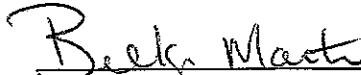
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Safety and Health (Consensus 5.15.2013 @ 3:05 pm)

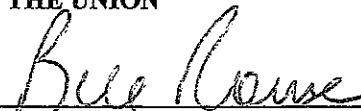
The Employer shall make reasonable provisions for the safety and health of the Health Care Professionals during the hours of their employment. The Employer will also review unsafe conditions brought to its attention for corrective action when necessary. The Employer and the Union as well as the Health Care Professions recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

**INTENT OR APPLICATION:** Recognizes the importance of the parties promoting a safe and healthy work environment.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Belkys Martin  
Senior Labor Relations Representative

**FOR THE UNION**

  
\_\_\_\_\_  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

(141)

**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Subcontracting**

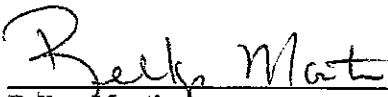
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**SUBCONTRACTING** (Consensus 5.22.2013 @ 2:45 pm)

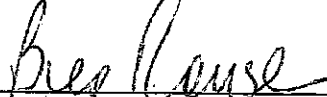
Subcontracting will be addressed in accordance with the National Agreement. Should the National Agreement not be renewed, the Union may initiate a request to bargain the issue of Subcontracting.

**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

(142)

**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Confidentiality of Records And Protected Health Information**

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Tentative Agreement reached (12.13.13 @12:10 pm)

**Confidentiality Of Records And Protected Health Information**

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

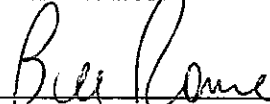
**INTENT OR APPLICATION: Self explanatory.**

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
**Belkys Martin**  
Senior Labor Relations Representative

Date: 12/11/13

**FOR THE UNION**

  
\_\_\_\_\_  
**Bill Rouse**  
UNAC/UHCP Executive Assistant to Officers

Date: 12-11-13

(173)

**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Prior Benefits and Policies**

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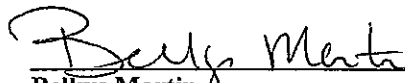
(Consensus 12.11.2013 @ 6:31 pm)

**PRIOR BENEFITS AND POLICIES**

The Parties agree there shall be no reduction in current and/or past benefits, or change in any Health Care Professional personnel policies that affect terms and conditions of employment in effect prior to the ratification of this Agreement, except as agreed to by the Parties.


**INTENT OR APPLICATION: Self explanatory**

**FOR THE EMPLOYER**

  
Belkys Martin  
Senior Labor Relations Representative

Date: 12/17/2013

**FOR THE UNION**

  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 12/17/13



**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Savings Clause**

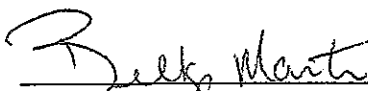
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Savings Clause (Consensus 5.15.2013 @ 3:00 pm)

If any provision of this Agreement is found to be in conflict with any Federal or State laws, the remaining provisions of the Agreement shall remain in full force and effect.

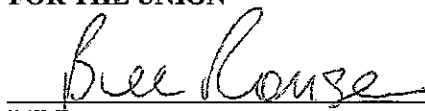
**INTENT OR APPLICATION:** Establishes if any provision(s) of the Collective Bargaining Agreement are in conflict with Federal or State law, the balance of the Agreement remains intact.

**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**

**Duration of Agreement**

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(Consensus 12.11.2013 @ 6:32 pm)

**DURATION**

The term of the Agreement shall be effective from the date of ratification, and shall continue in effect to 23:59 p.m. September 30, 2015. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

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

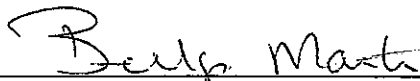
When written notice to amend is given, the Party giving notice must specify such changes in writing prior to the beginning of negotiations.

If a new Agreement is not reached prior to the expiration, or any anniversary date thereafter, the Parties may mutually extend the existing Agreement, in writing, for a specified period of time.

Applicable federal law which establishes special notice periods for health institutions shall prevail over this Agreement.

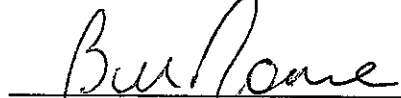
**INTENT OR APPLICATION: Self explanatory**

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Belkys Martin  
Senior Labor Relations Representative

Date: 12/17/13

**FOR THE UNION**

  
\_\_\_\_\_  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 12/17/13

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**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**Per Diem Work Commitment**

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(Consensus 9.25.2013 @ 1:45 pm)

**Per Diem Work Commitment**

**Definition**

A Per Diem Health Care Professional is defined as a Health Care Professional who works as a replacement or on an intermittent basis.

**Inpatient/Outpatient Per Diem Work Commitment**

Inpatient and Outpatient Per Diem Health Care Professionals will be required to make a work commitment of four (4) weekend shifts per month, or fewer based on departmental operational needs with Affiliate representative and local management agreement. This does not include any agreements to work for a member of the bargaining unit staff, except in the case of a trade of a weekend shift.

Per Diem Health Care Professionals whose specialty is not required or needed for coverage will be excluded.

**Home Health Per Diem Work Commitment**

Home Health Per Diem Health Care Professionals will be required to make a work commitment of twelve (12) eight (8) hour scheduled shifts per quarter (or fewer based on departmental operational needs with Affiliate representative and local management agreement), which will include two (2) weekend shifts per month. This does not include any agreements to work for a member of the bargaining unit staff, except in the case of a trade.

**Applicable to All Per Diem Health Care Professionals**

Per Diem Health Care Professionals shall provide their "availability" to work twenty-eight (28) to twenty-one (21) calendar days prior to the commencement of a work schedule period. The definition of "availability" is the days and times the Per Diem Health Care Professional has committed to work when called/scheduled by management.

Scheduled Per Diem shifts must match employer projected needs at least 80% of the time.

Per Diem staff are scheduled after available additional hours have been offered to part time staff and prior to the posting of the work schedule.

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Per Diem staff who are unavailable for a work schedule period will submit in writing a notification for the period of unavailability.

Those Per Diem Health Care Professionals identified as "available but not confirmed" on the monthly schedule are not on standby and have the right to refuse work if asked.

Per Diem Health Care Professionals must be available to work at least one shift in each of the following categories:

Major Holidays: New Year's Day, Thanksgiving, Christmas Day.

Minor Holidays: Memorial Day, Independence Day, Labor Day

Hard to Fill Days: New Year's Eve, Christmas Eve, Valentines' Day, Mother's Day, Father's Day, Halloween, day after Thanksgiving, day after Christmas.

If the Per Diem Health Care Professional is available to work a shift in the Major Holidays, Minor Holidays or Hard to Fill Days categories and is not called/scheduled, she/he will be deemed as having met the requirement of being "available" to work at least one shift in the applicable category. Declining work when "available" will not count towards the commitment.

#### **Cancellation**

Employer cancellation (SCPMG only) of a scheduled shift will be recognized and counted toward meeting the total work commitment.

Self-cancellation of a confirmed, scheduled shift by a Per Diem Health Care Professional shall follow facility policy regarding calling off. Self-cancellation does not count toward meeting total work commitment.

#### **Miscellaneous**

Last minute shifts worked will count toward total work commitment.

In the event a Per Diem Health Care Professional has failed to meet their total work commitment, the Employer and the Union shall meet on a local basis jointly with the Health Care Professional to address the issue of work commitment.

In the event a Per Diem Health Care Professional is available and scheduled on a Designated Holiday which falls on a weekend day, said day will count:

1. For Holiday Commitment
2. For Weekend Commitment
3. Towards Total Work Commitment

In addition, if the Per Diem Health Care Professional is not utilized, said availability shall count toward the commitment.

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**INTENT OR APPLICATION:** Establishes a work commitment for Per Diem Health Care Professional.

The objective of the per diem work commitment is to maintain skills, competencies, and to stay current on organizational communication in order to ensure safe patient care.

As of date of ratification of this Agreement, Outpatient Per Diem Health Care Professionals who have no weekend commitment shall have no future inpatient weekend commitment.

FOR THE EMPLOYER

Belkys Martin

Belkys Martin  
Senior Labor Relations Representative

Date: 10/4/13

FOR THE UNION

Bill Rouse

Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

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**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**LETTER OF UNDERSTANDING  
CBA Appendix**

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(Consensus 12.17.2013 @ 3:08 pm)

**CBA Appendix**

The Parties agree to include as an appendix to the National Agreement No Cancellation of Shifts and Reimbursement of Medicare Part D Surcharge for Eligible Retirees language.


**INTENT OR APPLICATION: Self Explanatory**

**FOR THE EMPLOYER**

\_\_\_\_\_  
**Belkys Martin**  
**Senior Labor Relations Representative**

Date: \_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
**Bill Rouse**  
**UNAC/UHCP Executive Assistant to Officers**

Date: 12-29-13



**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**UNPUBLISHED SIDE LETTER OF UNDERSTANDING  
NEW RECREATION THERAPISTS WAGE GRID**

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(Consensus 12.17.2013 @ 3:08 pm)

**New Recreation Therapists Wage Grid**

The Parties agree to establish a new wage grid for Recreation Therapists effective date of ratification of this Agreement. The new grid shall be at sixty percent (60%) of the October 1, 2013 Recreation Therapists wage grid. All bargaining unit Recreation Therapists employed as of the ratification date of this Agreement shall be grandfathered on the existing wage grid, and shall be entitled to receive all future across-the-board wages increases and step movement, as applicable (RTs employed as of ratification date are: Michelle Metzler, Sandra Chun, Jean Tom, George Plick, Gary Scimeca and Linnea Thomson).

**INTENT OR APPLICATION:** Establishes a new wage grid for Recreation Therapists effective the date of ratification. Current bargaining unit Recreation Therapists employed as of the ratification of the Agreement shall be grandfathered on the existing wage grid.

**FOR THE EMPLOYER**

\_\_\_\_\_  
Belkys Martin  
Senior Labor Relations Representative

Date: \_\_\_\_\_

**FOR THE UNION**

*Bill Rouse*  
\_\_\_\_\_  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 12-29-13

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**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**UNPUBLISHED SIDE LETTER OF UNDERSTANDING  
INCENTIVE PLAN PARTICIPATION**

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(Consensus 12.17.2013 @ 3:08 pm)

**INCENTIVE PLAN PARTICIPATION**

The Parties agree that bargaining unit occupational, physical and recreation therapists will participate in the Employer's Variable Pay Plan (VPP) for the entire calendar year 2013, and will participate in the National Agreement Performance Sharing Plan (PSP) beginning in calendar year 2014, going forward.

**INTENT OR APPLICATION: Self Explanatory**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Belkys Martin  
Senior Labor Relations Representative

Date: \_\_\_\_\_

**FOR THE UNION**

*Bill Rouse*  
\_\_\_\_\_  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 12-29-13

(152)

**KAISER PERMANENTE MEDICAL CARE PROGRAM**

**AND**

**[New Bargaining Group]**

**2013 CONTRACT NEGOTIATIONS**

**INTENT LANGUAGE**

**UNPUBLISHED SIDE LETTER OF UNDERSTANDING  
FUNDING THE LABOR MANAGEMENT PARTNERSHIP JOINT TRUST**

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(Consensus 12.17.2013 @ 3:08 pm)

**Funding the Labor Management Partnership Joint Trust**

The Union agrees that to meet its obligation under the 2012-2015 National Agreement, Section 1.B.3, Joint Partnership Trust, the April 1, 2014 bargaining unit hourly wage rates will be reduced nine cents (\$.09) per hour. The nine cents (\$.09) per hour wage reduction represents the employee contribution to the Joint Partnership Trust for the purpose of employee ownership of the Partnership, sponsorship of increased union capacity and shared ownership of outcomes and performance gains.

The nine cents (\$.09) wage contribution will be consistent with the methodology provided per the National Agreement. Per Diem and ACP wage rates will be based on the reduced rates.


**INTENT OR APPLICATION: Self Explanatory**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Belkys Martin  
Senior Labor Relations Representative

Date: \_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
Bill Rouse  
UNAC/UHCP Executive Assistant to Officers

Date: 12-29-13

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