

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

| ARTICLE | ARTICLE | TITLE/ISSUE | PAGE # |
|------------|-----------|---|---------|
| AGREEMENT | AGREEMENT | AGREEMENT | 1 |
| PREAMBLE | PREAMBLE | PREAMBLE | 2 |
| ARTICLE 1 | 1 | RECOGNITION and COVERAGE | 3-4 |
| ARTICLE 2 | 2 | COURTESY | 5 |
| ARTICLE 3 | 3 | RIGHTS OF MANAGEMENT | 6 |
| ARTICLE 4 | 4 | STRIKES AND LOCKOUTS | 7 |
| ARTICLE 5 | 5 | UNION MEMBERSHIP | 8-9 |
| ARTICLE 6 | 6 | NON-DISCRIMINATION | 10 |
| ARTICLE 7 | 7 | HARASSMENT | 11 |
| ARTICLE 8 | 8 | UNION REPRESENTATION | 12-13 |
| ARTICLE 9 | 9 | CORRECTIVE ACTION and DISCIPLINE | 14-16 |
| ARTICLE 10 | 10 | GRIEVANCE and ARBITRATION | 17-21 |
| ARTICLE 11 | 11 | PROBATION and EVALUATION | 22-23 |
| ARTICLE 12 | 12 | SENIORITY | 24-34 |
| ARTICLE 13 | 13 | PATIENT CARE ADVOCACY and PROFESSIONAL PRACTICE | 35-41 |
| ARTICLE 14 | 14 | JOB POSTINGS and FILLING OF VACANCIES | 42-49 |
| ARTICLE 15 | 15 | HEALTH CARE PROFESSIONAL VACANCIES | 50 |
| ARTICLE 16 | 16 | NEW OR REVISED JOBS | 51-52 |
| ARTICLE 17 | 17 | HOURS OF WORK and OVERTIME | 53-73 |
| ARTICLE 18 | 18 | PAID TIME OFF (ETO/ESL) | 74-84 |
| ARTICLE 19 | 19 | COMPENSATION | 85-108 |
| ARTICLE 20 | 20 | LEAVES OF ABSENCE | 109-116 |
| ARTICLE 21 | 21 | HEALTH and WELFARE BENEFITS | 117-125 |
| ARTICLE 22 | 22 | RETIREMENT BENEFITS | 126-135 |
| ARTICLE 23 | 23 | MEDICAL MALPRACTICE INSURANCE | 136 |
| ARTICLE 24 | 24 | EDUCATION BENEFITS | 137-140 |
| ARTICLE 25 | 25 | SAFETY AND HEALTH | 141 |
| ARTICLE 26 | 26 | SUBCONTRACTING | 142 |
| ARTICLE 27 | 27 | CONFIDENTIALITY of RECORDS | 143 |
| ARTICLE 28 | 28 | PRIOR BENEFITS AND POLICIES | 144 |
| ARTICLE 29 | 29 | SAVINGS CLAUSE | 145 |
| ARTICLE 30 | 30 | DURATION | 146 |
| APPENDIX A | A | PER DIEM COMMITMENT | 147-149 |
| APPENDIX B | B | NATIONAL AGREEMENT - NO CANCELLATION/PART D | 150 |
| APPENDIX C | C | RECREATION THERAPISTS | 151 |
| APPENDIX D | D | INCENTIVE PLANS | 152 |
| APPENDIX E | E | FUNDING LMP TRUST | 153 |

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

New or Revised Jobs

(Consensus 6.5.2013 @ 1:40 pm)

NEW OR REVISED JOBS

At such time as the Employer establishes a new Health Care Professional job covered by this Agreement, or significantly changes the job content of an existing job, a new job description shall be written and a rate established for such new or changed job in accordance with the following procedure. The new or revised job will not violate a Health Care Professional's licensure or certification.

Job Description and Rate

When a new job is to be established or an existing job is to be revised, the Employer will prepare a job description setting forth the duties of the new or revised job.

The Employer will also prepare a proposed rate for the new job. Such rate shall be based on the requirements of the job under consideration, its relation to the Employer's rate structure and to existing jobs. A change in job duties shall not necessarily require a change in rate.

Such description and proposed rate shall be presented to the Union in writing prior to the assignment of any employee to the job. The purpose of this action will be to discuss the content of the job description and reach agreement with the Union on the proposed rate.

Should agreement be reached with the Union, the job and the rate shall be placed in effect on a permanent basis and the rate shall not be subject to change except upon a subsequent revision of the job duties.

Rate Trial Period

In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Union may use the grievance procedure in objecting to the permanent rate for the job.

No grievance shall be filed until a sixty (60) calendar day trial period has elapsed from the date a proposed rate first becomes effective. Any such grievance shall be filed within a fifteen (15) calendar day period following the trial period. If no grievance is filed, the proposed rate shall become a permanent rate.

Permanent Rate

When the rate has been fixed by mutual agreement, or has become permanent under one of the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be deemed to be the date the job description and the proposed rate were placed in effect by the Employer.

Should the Union believe that a job has been significantly changed or a new job established without use of the above procedure, the Union may file a grievance regarding such change, in which event any change in rate shall become effective beginning with the date such grievance is filed.

INTENT OR APPLICATION: Establishes a process for the creation of new jobs and identifies the dispute resolution process in the event there is a disagreement.

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Fixed Workday

(Consensus 9.25.2013 @ 1:50 pm)

Fixed Workday

The fixed workday is defined as the twenty-four (24) hour period starting at 12:01 a.m. to 12:00 midnight, and is not affected by the shift an employee works.

INTENT OR APPLICATION: Employee clock is set at midnight. Therefore, a fixed workday is defined as midnight to midnight.

Example: an employee works 1500 – 2230 (3 pm – 11:30 pm) on Monday then on Tuesday, the employee works from 0800 to 1630 (8 am – 4:30 pm) because the hourly employee is on a fixed workday, the hourly employee is not eligible for overtime since the two shifts are on two different days.

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

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

~~Fixed Workday~~ WDNWEEK

(Consensus 9.25.2013 @ 1:50 pm)

Workweek

The workweek as used in this Agreement is from Sunday 12:01 a.m. to the following Saturday at 12:00 midnight. The standard workday shall be eight (8) hours of work and the standard work week shall consist of forty (40) hours of work unless alternative work schedules apply.

INTENT OR APPLICATION: Language provides definition of standard workday and standard workweek. Greater scheduling flexibility may be implemented by using alternate work schedules. Language is not intended to limit current scheduling practices.

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

KAISER PERMANENTE MEDICAL CARE PROGRAM

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[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

~~Fixed-Workday~~ SHIFTS

(Consensus 9.25.2013 @ 1:50 pm)

Shifts and Start Times

There shall be three (3) shifts of work, with general starting times assigned between:

Day Shift: Shifts beginning at 6 a.m., up to and including 10:00 a.m.

Evening Shift: Shifts beginning at 2:00 p.m., up to and including 6:00 p.m.

Night Shift: Shifts beginning at 10:00 p.m., up to and including 2:00 a.m.

Health Care Professionals who begin a workday shift schedule other than as described above will receive evening shift differential for all hours worked between 4:00 p.m. and 12:00 a.m., and night shift differential for all hours worked between 12:00 a.m. and 8:00 a.m.

Employees who transfer from an evening or night shift to a day shift will no longer be eligible to be paid a shift differential.

Shift differential is not calculated as part of ETO, holiday, sick leave, jury duty, bereavement leave pay, education leave, or base pay for the purposes of pension and insurance calculations.

INTENT OR APPLICATION: Defines day, evening and night shifts. Defines application of differentials if the Health Care Professional is starting shift at other than defined times.

FOR THE EMPLOYER

Belkys Martin

Belkys Martin
Senior Labor Relations Representative

FOR THE UNION

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10/4/13

Date: 10-4-13

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Overtime Pay (Hourly Employees)

(Consensus 9.25.2013 @ 1:50 pm)

Overtime Pay

Overtime is based on hours worked, not hours paid. Hours paid for vacations, holidays, sick leave, etc., that are not worked by the Health Care Professional, are not considered for calculating overtime.

Overtime - Time and One Half (1.5x)

Time and one half the Health Care Professional's base rate of pay shall be paid for all hours worked beyond eight in a workday. Time and one half the Health Care Professional's base rate of pay shall be paid for all hours worked beyond forty (40) in a workweek and the first eight (8) hours worked on the seventh consecutive day worked in a single work week.

Overtime - Double Time (2x)

Two times the Health Care Professional's base rate of pay shall be paid for all hours worked beyond twelve (12) hours in any one workday and for hours worked beyond eight (8) on the seventh consecutive day worked in a workweek. Paid unworked hours will not count in the computation of seventh consecutive day premium. Additionally, for purposes of recognizing a day for seventh consecutive day, a minimum of two hours must be worked.

Overtime - Double Time and One Half (2.5x)

Two and a half times the Health Care Professional's base rate of pay shall be paid for all hours worked beyond sixteen (16) hours in any one workday and for hours worked on a designated holiday.

Overtime - 10 Hour Shifts

Health Care Professionals who are regularly assigned an alternative ten (10) hour work schedule shall be paid one and one-half times (1.5x) their base rate of pay for all work hours in excess of ten (10) hours in a fixed workday and two times (2x) their base rate of pay for all hours worked after the first twelve (12) hours of a fixed work day. Time and one half (1.5x) the Health Care

Professional's regular rate of pay shall be paid for all hours worked beyond forty (40) in a workweek.

Overtime Authorization

A Health Care Professional shall endeavor to obtain authorization for overtime as soon as practicable.

Overtime Distribution

The Employer shall attempt to distribute overtime work among Health Care Professionals, subject to qualifications in each work location, on an equitable basis.

No Mandatory Overtime

The Parties agree to follow the National Agreement No Mandatory overtime provision. Should the National Agreement no longer exist, the Parties agree to meet and bargain the issue of mandatory overtime.

INTENT OR APPLICATION: Establishes overtime pay rules for the hourly Health Care Professional group.

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

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Non-duplication of Pay Provisions

(Consensus 9.25.2013 @ 1:50 pm)

Non-Duplication of Pay Provisions

Pay provisions should not be duplicated for the same hours worked under any terms of this Agreement and, to the extent that hours are compensated under one (1) provision, they should not be counted as hours worked in determining payment under the same or any other provisions. Where two (2) or more overtime/premium provisions apply, the greater will prevail.

INTENT OR APPLICATION: Payment of overtime or premium rates shall not be duplicated for the same hours worked, except as identified above.

FOR THE EMPLOYER

Belkys Martin

Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

58

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Work Scheduling and Posting

(Consensus 9.25.2013 @ 1:50 pm)

Work Scheduling and Posting

For SCPMG Health Care Professionals the Employer will have a sixty (60) calendar day work schedule reflecting holidays and days off. The schedule will be posted at least thirty (30) calendar days in advance of that sixty (60) calendar day work schedule.

For KFH Health Care Professionals the Employer will have a thirty (30) calendar day work schedule reflecting holidays and days off. The schedule will be posted at least thirty (30) calendar days in advance.

To ensure timely posting of the schedule, each department will have a mutually agreed upon written guideline for the submission of schedule/time off requests. In the absence of specific department written guidelines, submission for schedule/time off requests must be received not less than two (2) weeks prior to posting of the schedule.

INTENT OR APPLICATION: "Schedule will be posted" means the schedule will be made available to the employee, either in soft (electronically) or hard copy. Prior to scheduling Per Diem Health Care Professionals, full-time and part-time Health Care Professionals' preferences shall be considered when creating the posted work schedules. Late changes in requests for days off are possible with the approval of Management.

FOR THE EMPLOYER

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Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Weekend Scheduling

(Consensus 9.25.2013 @ 1:50 pm)

Weekend Scheduling

For the purposes of this Agreement, weekend shall mean Saturday and Sunday, except in the case of the night shift which shall mean Friday and Saturday.

Inpatient Weekend Scheduling

A medical center's existing weekend scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing weekend scheduling process shall be reduced to writing, and agreed to using a consensus decision making process.

If the existing weekend scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties.

In the absence of a written agreement to continue using the existing weekend scheduling process, or an alternative process reached using Labor Management Partnership principles, then said medical center shall use the following default process to schedule inpatient weekend shifts.

The Employer shall endeavor to develop and maintain a core staffing level that provides coverage of all inpatient work shifts, including weekend shifts.

If a medical center's core inpatient staffing level is inadequate to cover all weekend shifts, the Employer will schedule inpatient weekend work shifts in the following order:

1. Full-time and part-time Health Care Professionals whose position requires working an inpatient weekend shift (as listed on the job posting at the time the Health Care Professional accepted his/her position);
2. Volunteers;
3. Inpatient Health Care Professionals, and outpatient Health Care Professionals, whose job posting listed inpatient work as routinely possible (with a minimum of every other weekend scheduled off);
4. Per Diem Health Care Professionals, to at least the minimally required weekend work commitment;
5. All other outpatient Health Care Professionals, on a rotating, equitable basis, in reverse seniority order (with a minimum of every other weekend scheduled off).

60

Outpatient Weekend Scheduling

The Parties agree to use the Expansion of Operating Hours provision of this Agreement if it becomes necessary to establish outpatient weekend schedules.

Home Health Weekend Scheduling

A home care services existing weekend scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing weekend scheduling process shall be reduced to writing, and agreed to using a consensus decision making process.

If the existing weekend scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties.

In the absence of a written agreement to continue using the existing weekend scheduling process, or an alternative process reached using Labor Management Partnership principles, then said home care services shall schedule weekend work shifts in the following order:

1. Full-time and part-time Health Care Professionals whose position requires working a weekend shift (as listed on the job posting at the time the Health Care Professional accepted his/her position);
2. Volunteers;
3. Per Diem Health Care Professionals, to at least the minimally required weekend work commitment;
4. All other Health Care Professionals, on a rotating, equitable basis, in reverse seniority order (with a minimum of every other weekend scheduled off).

INTENT OR APPLICATION: Volunteers include all Health Care Professionals – full-time, part-time and per diem. Per Diems shall meet their minimum weekend shift work commitment before volunteering additional shifts.

“With a minimum of every other weekend scheduled off” does not by default mean create a weekend schedule where Health Care Professionals work every other weekend. Health Care Professionals may volunteer to work every weekend.

“Inpatient Health Care Professionals” are employees whose primary work assignment is inpatient as per their job posting.

Management will develop separate Physical Therapy and Occupational Therapy weekend scheduling processes, where applicable.

FOR THE EMPLOYER

Belkys Marti
Belkys Marti
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

(bl)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Additional Shifts

(Consensus 9.25.2013 @ 1:45 pm)

Additional Shifts

The Employer shall fill additional work shifts with bargaining unit Health Care Professionals who volunteer, subject to qualifications in each work location, on an equitable basis. After scheduled hours/additional shifts are offered to bargaining unit employees and are declined, the hours/additional shifts may be filled by Registry personnel.

INTENT OR APPLICATION: To the extent there is a reasonable opportunity and time for the Employer to fill additional shifts due to the short term staffing needs of a department, for example vacations or sick calls, the additional shifts shall be offered to volunteers subject to qualifications, on an equitable, rotating basis. In the event additional shifts are opened due to longer term operational needs of a department, for example improving access or the backfill of open positions, then Registry and/or Travelers may be used.

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

(62)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Self Coverage

(Consensus 9.25.2013 @ 1:50 pm)

Self-Coverage

Requests for time off submitted by a Health Care Professional who finds his/her own replacement for a shift, shall be granted by the Employer if the replacement Health Care Professional is fully qualified, working sufficient hours according to his/her employment status, not on premium hours, and has not made a previous commitment to the Employer to be scheduled for the shift. This is not intended for time off requests of more than three (3) consecutive scheduled work days.

INTENT OR APPLICATION: Clarifies the purpose of the letter and duration to time off requests when finding ones' own replacement. Consecutive scheduled work days can be consecutive days, M-T-W or non-consecutive calendar days if those days represents consecutive scheduled work days for example, M-W-F. At the local level, following each years vacation selection process, the parties may choose, on a non-precedent setting basis, to allow a replacement that exceeds the referenced three (3) days.

FOR THE EMPLOYER

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Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

63

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Trades

(Consensus 9.25.2013 @ 1:50 pm)

Trades

A Health Care Professional may trade shifts or days off provided the following occurs: the trade is pre-approved by the department manager/supervisor/designee, a qualified replacement is found and the trade does not result in overtime/premium pay unless the overtime/premium pay is pre-approved.

INTENT OR APPLICATION: Allows Health Care Professional to trade shifts as long as the trade does not result in overtime/premium pay (unless pre-approved) and a qualified replace is found.

FOR THE EMPLOYER

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Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

(b4)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Cancellations

(Consensus 9.25.2013 @ 1:50 pm)

Cancellation of Inpatient Scheduled Work Hours

In the event it is necessary for the Employer to cancel Health Care Professionals working inpatient hours/shifts, the Health Care Professionals shall be canceled in the following order, based on patient needs:

1. Volunteers
2. Registry/Travelers
3. Overtime (Unscheduled Work Time)
4. Residents/fellows working regular staff (non-resident/fellow) hours
5. Per Diem/Temporary
6. Part-Time on additional hours
7. Full-time/Part-time, on a rotational basis by seniority

If a Health Care Professional receives a Mandatory Kaiser Time Off (MKTO) which puts her/him below scheduled hours in a pay period, s/he may request to be placed on a Priority List for a comparable shift and units for which s/he is qualified at non-premium overtime rates. When work is available, it will be offered first to Health Care Professionals on the Priority List by seniority, by rotation. If work is declined or assumed, the Health Care Professional is removed from the Priority List. If a Health Care Professional receives more than one (1) MKTO in a pay period and has not worked additional hours, s/he has the option of displacing a Per Diem Health Care Professional's work shift in that schedule and an additional schedule, for a total of two (2) schedules for units for which s/he is qualified. Priority assignment is only applicable provided no premium overtime results.

In the event it is necessary to cancel additional Health Care Professionals, such shall be done on a rotational basis among all Health Care Professionals. It is understood that KTO will be distributed equitably on the aggregate.

Health Care Professionals will assist Management in setting up the rotation and tracking whose turn it is to be on KTO.

(65)

Health Care Professionals who are KTO'd, may use ETO for the day on which they were KTO'd. This Cancellation of Scheduled Work Hours section applies to SCPMG. If the National Agreement ceases to continue, this language applies to both SCPMG and KFH Health Care Professionals.

Cancellation of Outpatient Scheduled Work Hours

The Employer may cancel a Health Care Professional working in the outpatient work setting, based on patient care needs, if during a work day a Health Care Professional's available bookable minutes are not pre-booked with patients. Prior to KTO, Management will take into account other non-direct patient care responsibilities.

Health Care Professionals who are KTO'd, may use ETO for the hours which they were KTO'd to maintain their scheduled hours in a pay period.

INTENT OR APPLICATION: The cancellation of work shift hours may not result in a split work shift, except on a voluntary basis.

Management will not be arbitrary in their cancellation process.

A Health Care Professional who takes a Voluntary Kaiser Time Off (VKTO) may voluntarily choose to use ETO for the hours which they VTO'd to maintain their scheduled hours in a pay period.

FOR THE EMPLOYER

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Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

(66)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Alternative/Flex Work Schedules

(Consensus 9.25.2013 @ 1:50 pm)

The Parties agree that Management and bargaining unit Health Care Professionals may adopt alternative and/or flex work schedules during the term of this Agreement, subject to the following general guidelines:

1. Alternative/flex work shifts may range between a minimum of four (4) hours and a maximum of twelve (12) hours in a single work shift.
2. Assignment to an alternative/flex shift shall be voluntary and by mutual agreement between the employee and Management;
3. Preference in selecting Health Care Professionals for alternative/flex shifts shall be based on bargaining unit seniority;
4. Part-time employees may work an alternative/flex shift assignment, as agreed to by the Employer and the Union;
5. An employee may discontinue an alternative/flex shift assignment, with 30 days advance written notice to Management;
6. Management may discontinue an alternative/flex shift assignment, with 30 days advance written notice to the affected employee;
7. If an alternative/flex shift is discontinued, either by the employee or Management, the affected Health Care Professional shall return to their previously held position and status;
8. Health Care Professionals will waive applicable daily overtime/premiums in order to work an alternative/flex schedule.

INTENT OR APPLICATION: Alternative/Flex Work Schedules may be considered as an option by hourly Health Care Professional's after agreement between Union and Employer

FOR THE EMPLOYER

Belkys Martin

Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

(68)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Meals and Breaks

(Consensus 9.25.2013 @ 1:45 pm)

Meals and Breaks

Meal and rest periods will be provided in accordance with applicable Wage and Hour laws. The law requires two (2) ten minute break periods during an eight (8) hour work day. Rest periods, in accordance with the Employer's practice will not be longer than fifteen (15) minutes. Meals period are unpaid and thirty (30) minutes at minimum if uninterrupted and not required to carry a pager.

The Employer and Union agree to the existing exemption which allows Health Care professionals the ability to combine meal and rest periods.

INTENT OR APPLICATION: The Parties agree to continue the practice of allowing employees to combine their unpaid meal period with their paid breaks to allow for a one (1) hour uninterrupted meal/break period.

Should the Department of Labor Standards Enforcement revoke, or fail to renew, the exemption to allow the combination of meal and rest periods for hourly employees, the practice will cease.

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

(69)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Make-Up Time at Employee's Request

(Consensus 9.25.2013 @ 1:45 pm)

Make-Up Time at Employee's Request

Supervisors may, at their discretion, allow the Health Care Professional to "make up" time lost due to the employee's personal obligations (up to 3 hours per day) if performed in the same workweek. Make-up time must be requested in writing by the employee for each occasion and performed in the same workweek in which the work was lost. However, make-up time will not be allowed if there is no work the employee is qualified to do or if adequate supervision is not available. Make-up hours will not be counted toward computing the total number of hours worked in a day for purposes of overtime requirements, except for hours in excess 11 hours of work in one workday or 40 hours of work in one work week. Supervisors are prohibited from encouraging or otherwise soliciting to an employee to request make-up time.

INTENT OR APPLICATION: Aligns with the current policy. Parties recognize if laws impacting the referenced policy change, the policy will be administered compliant with the law and subsequently modified accordingly.

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

70

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

New Contract Language

(Consensus 9.25.2013 @ 1:45 pm)

Training/Education/Committee Time

If attendance at a training or education program, or committee meeting, is mandated by the Employer, such time is considered to be hours worked, shall be compensated as such, and if applicable, overtime premiums shall be paid.

INTENT OR APPLICATION: Self-Explanatory

FOR THE EMPLOYER

Belkys Martin

Belkys Martin
Senior Labor Relations Representative

Date:

10/4/2013

FOR THE UNION

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date:

10-4-13

71

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Witness Pay

(Consensus 9.25.2013 @ 1:45 pm)

Witness Pay

Health Care Professionals who are subpoenaed to testify about matters arising from within the scope and course of their employment will be paid as hours worked. If, on a scheduled workday, the subpoenaed time is less than the full work shift, the Health Care Professional is expected to report to work when not testifying, if needed. If the subpoenaed time is not on a scheduled workday, then the Health Care Professional shall be paid a minimum of two (2) hours pay, or the actual time spent testifying, whichever is greater.

If the subpoena relates to a private matter, the Health Care Professional is subject to the same time off procedures as any other personal time off request.

INTENT OR APPLICATION: Self-Explanatory

FOR THE EMPLOYER

Belkys Martin

Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Joint Utilization Review

(Consensus 9.25.2013 @ 1:45 pm)

Joint Utilization Review

Six (6) months after an employee is hired into a Part-Time or Per Diem position, the Union may request a joint review to determine the utilization of such positions.

- A. If an employee over the six (6) month period has been scheduled in a manner consistent with the definition of Part Time or Per Diem, no change will occur.
- B. If over a six (6) month period of time an employee has worked in the same department, in a manner that is inconsistent with the original posting, the definition of the position, and/or without mitigating circumstances (such as vacation, leave of absence, sick leave replacement, volume fluctuations or special projects), the Parties will meet as requested by the Union to discuss the need to post the additional/modified hours or an additional position.
- C. The posting and awarding of any additional/modified hours or an additional position resulting from this review will be done in accordance with this Agreement (Job Posting and Bidding section).

INTENT OR APPLICATION: Self-Explanatory

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

Date: 10/4/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 10-4-13

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

**NEW CONTRACT LANGUAGE
PAID TIME OFF**

(Consensus 12.17.2013 @ 3:02 pm)

EARNED TIME OFF PROGRAM

The Earned Time Off Program (ETOP) is comprised of the following three (3) components:

- Designated Holidays
- Earned Time Off Account
- Extended Sick Leave Bank

A Health Care Professional will be eligible for ETOP if he/she is regularly scheduled to work.

DESIGNATED HOLIDAYS

Effective on his/her date of hire, a Health Care Professional shall be eligible for the following designated holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

For a full-time Health Care Professional a holiday is defined as an eight (8) hour day. Holidays are prorated for a part-time employee.

Designated Holiday Worked Pay

A Health Care Professional who is required to work on a designated holiday will be paid at two and one-half (2 ½) times the hourly base rate of pay, unless the Health Care Professional voluntarily elects to take an alternate day off for working the designated holiday. If the Health Care Professional elects to take an alternate day off, the Health Care Professional will be paid one and one-half (1 ½) the hourly base rate of pay for the designated holiday and the straight time hourly base rate of pay on the alternate day off. A mutually agreed upon alternate day off will be provided within a period of thirty (30) days after the designated holiday. If a Health Care Professional works less than his/her scheduled hours on a designated holiday, the hours worked will be paid at two and one-half (2 ½) times the hourly base rate of pay and remaining regularly scheduled hours that are not worked will be paid at straight time, to a maximum total of eight (8) hours pay for the designated holiday.

Health Care Professionals enrolled in the ACP will be paid straight time at the ACP rate for the holiday hours worked.

Per-Diem and Temporary Health Care Professional generally do not receive holiday pay. However, if a Per-Diem Health Care Professional works a holiday, the Per Diem will be paid at one and one-half (1-1/2) times the Per Diem base rate for the holiday hours worked. If a Temporary Health Care Professional works a holiday, they will be paid at the straight time rate for the holiday hours worked.

Designated Holiday Not Worked Pay

A full-time Health Care Professional on a regular work schedule is entitled to holiday pay equal to eight hours for each designated holiday. A part-time Health Care Professional is entitled to prorated holiday pay based on his/her regular part-time schedule.

When an actual designated holiday falls on a Health Care Professional's normally scheduled day off, the Health Care Professional is entitled to a day off within thirty (30) days before or after the holiday, and within the same calendar year. If this is not operationally feasible, the Health Care Professional and the supervisor may mutually agree on another day within the same calendar year.

A Health Care Professional is not eligible for designated holiday pay if he/she is receiving Salary Continuance or on unpaid leave of absence. If a designated holiday occurs during paid Earned Time Off (ETO) or Extended Sick Leave (ESL), the Health Care Professional will be paid designated holiday pay in lieu of ETO or ESL.

EARNED TIME OFF

Earned Time Off Accrual

A full-time Health Care Professional will accrue Earned Time Off (ETO) on a monthly basis in accordance with the following schedule:

| Length of Service | Hours per Month* | Days per Month* | Days per Year* |
|-------------------|------------------|-----------------|----------------|
| 0 – 4 Years | 14.00 | 1.75 | 21.00 |
| 5 – 8 Years | 17.33 | 2.16 | 26.00 |
| 9 – 10 Years | 20.66 | 2.58 | 31.00 |
| 11 Years or More | 24.00 | 3.00 | 36.00 |

* Rounded to two (2) decimal places.

A part-time Health Care Professional will accrue ETO on a monthly basis, prorated based on straight time hours paid during the preceding two pay periods.

The maximum number of hours that can be accumulated is 500 hours. Effective the first pay period in April 2015, employees who attain 500 hours will cease to accrue ETO hours until such time his/her ETO balance falls below 500 hours.

Earned Time Off Accrual Date

The Leave Accrual Date shall mean the Health Care Professional's date of hire unless the employee has a break in service, transferred from another Kaiser Permanente Region, or has an unpaid leave of absence which exceeds sixty (60) calendar days.

Leaves of absence for sixty (60) days or less will not affect the Leave Accrual Date. Leaves of absence of sixty-one (61) days or more will adjust the Leave Accrual Date beginning with the 61st day. The Leave Accrual Date will not be adjusted for leaves of absence due to Occupational Illness or Injury.

Use of Earned Time Off

ETO can be used for vacation, illness, personal or family reasons. ETO must be used for the first three days of illness or injury, unless running concurrent with FMLA/CFRA Leave. Health Care Professionals may utilize up to one half of their annual ETO accrual per calendar year to care for a covered family member's illness as protected California Employment Sick Leave Act (CESLA) time off. A covered family member includes child(ren), parent(s), and spouse or eligible domestic partner and his/her children. Health Care Professionals may use such ETO in increments of less than a full scheduled work day. Health Care Professionals must have sufficient ETO available in their account at the time of absence.

ETO taken for CESLA purposes will run concurrently with FMLA/CFRA Leave.

ETO pay for the Health Care Professional will be at the hourly rate in effect at the time ETO is taken.

Any accrued but not used ETO hours will be paid out upon termination, entering ACP, or retirement.

Time Off Requests

A time-off request may be used for less than a full day. The Employer will respond to time off requests received through the TORT system within ten (10) working days.

In-Service Cash-Out Program

An eligible Health Care Professional may elect to cash out Earned Time Off hours during the annual election period in accordance with the provisions of the Employer's In-Service Cash-Out Program.

EXTENDED SICK LEAVE

A full-time Health Care Professional will accrue six (6) hours of Extended Sick Leave (ESL) each month for a total of nine (9) ESL days per year, regardless of his/her years of service.

A part-time Health Care Professional will accrue ESL on a monthly basis, prorated based on straight time hours paid during the preceding two pay periods.

There is no limit to the number of hours that the Health Care Professional can accumulate in his/her ESL Bank. Upon retirement or termination for any reason, an employee will not be paid for any remaining unused sick leave hours, except as provided for in the ESL-HRA provisions.

Use of Extended Sick Leave

A Health Care Professional may use ESL on the first day of hospitalization (Inpatient or Outpatient with physician prescribed time off), or after three (3) consecutive calendar days of illness or injury.

One-half of the Health Care Professional's annual ESL accrual may be utilized to care for an ill or injured family member, provided the Health Care Professional's family member has met the first day of hospitalization or three (3) consecutive days of illness or injury access requirement. A covered family member includes child(ren), parent(s), and spouse or eligible domestic partner and his/her children. Health Care Professionals must have sufficient ESL available in their account at the time of absence.

A Health Care Professional may be required to provide certification of illness and/or disability to justify his/her absence from work for the period claimed.

ESL taken for CESLA purposes will run concurrently with FMLA/CFRA Leave.

ESL pay for the Health Care Professional will be at the hourly rate in effect at the time ESL is taken.

Any accrued but not used ESL hours will be frozen upon entering ACP.

Effective first pay period of January 2015, the ESL Bank will be divided into pre and post-ESL banks. ESL hours earned on and after the first pay period of January 2015 will be placed in a post-ESL bank for the purposes of establishing a Health Reimbursement Account (HRA) in retirement. A Health Care Professional's accrued and unused ESL hours as of the last pay period of December 2014, are placed in the Health Care Professional's pre-ESL bank. When a Health Care Professional meets the ESL access requirements, ESL hours will be withdrawn first from any pre-ESL bank. The post-ESL bank will be utilized upon exhaustion of any pre-ESL bank. A newly hired or transferring Health Care Professional will accrue post-ESL bank hours only. If the transferring Health Care Professional has a pre-ESL bank under his or her former Health Care Professional or union group, then those hours will remain in a pre-ESL bank

Extended Sick Leave Healthcare Reimbursement Account

The ESL Healthcare Reimbursement Account (HRA) will be established for a Health Care Professional who is eligible for retirement with 15 years of pension Service and who is age 55. Eighty percent (80%) of post-ESL bank hours that remain unused at the time of a Health Care Professional's retirement will be credited to the unfunded HRA established for retirement at the Health Care Professional's base wage rate in effect on the date of employment termination.

The ESL-HRA may be used for reimbursement of expenses for "medical care" as defined in Section 213 of the Internal Revenue Code (IRC) and as provided by the governing plan documents.

Extended Sick Leave Bank Hours and Conversion to Pension Credited Service

If a Health Care Professional has a minimum of 250 hours in an Extended Sick Leave (ESL) account for ESL earned prior to the first pay period in January 2015, such unused ESL hours will be counted as additional pension credited service, provided the Health Care Professional is vested on the day before the Health Care Professional's termination date. Effective the first pay period in January 2015, a Health Care Professional with a balance of two hundred fifty (250) or more ESL hours in the pre-ESL bank at the time of retirement or termination, will receive pension Credited Service equal to the number of hours remaining in his/her pre-ESL Bank, provided the Health Care Professional is vested on the day before the termination date.

ESL hours that are accrued but unused that are not eligible for ESL-HRA or for conversion to pension Credited Service will be forfeited.

Integration of Compensation Benefits with Earned Time Off/Extended Sick Leave

If a Health Care Professional is eligible for State Disability Insurance (SDI), or Workers' Compensation, or Family Temporary Disability Insurance (FTDI) payments, the Health Care Professional shall have his/her Earned Time Off (ETO) Account and/or Extended Sick Leave (ESL) Bank payments reduced by the amount of SDI, Workers' Compensation or FTDI benefit that the Health Care Professional is eligible to receive, so that combined SDI, Workers' Compensation, or FTDI pay and ETO or ESL income received do not total more than his/her normal straight-time salary.

If the Health Care Professional is eligible for Workers' Compensation payments, he/she may elect not to supplement the temporary disability benefit by utilizing ETO or ESL. If the Health Care Professional elects not to offset such disability benefit, he/she must inform the Employer in

writing within the first (1st) seven (7) days of the Occupational Injury or Illness-related absence. A Health Care Professional electing this option will be placed on an unpaid Medical Leave commencing with the date of disability. All contractual provisions as specified in Article XXXX (Leave of Absence), will apply. In the event the Health Care Professional does not provide such written notice to the Employer, ESL offset will automatically be processed.

In the payment of ETO or ESL to a Health Care Professional, the Employer will withhold applicable taxes in accordance with Federal and State laws.

It is the Health Care Professional's responsibility to promptly file claims for any compensation benefits for which eligible and to report the amount of such benefits to the Human Resources Service Center.

INTENT OR APPLICATION:

Hard Cap Implementation:

The ETO plan will have a hard cap of 500 hours. Therefore, a Health Care Professional who reaches 500 ETO hours will cease to accrue. The transition to the hard cap will occur effective the first pay period in April 2015, after the holiday season to allow usage. Effective the first pay period in April 2015, a Health Care Professional whose account balance is greater than six months worth of accruals before reaching the maximum accumulation of 500 hours, shall receive a one-time distribution of ETO hours to reduce his/her account balance six months below his/her maximum accumulation so as not to reach his/her maximum accumulation upon transition to the hard cap. Taxes will be withheld from the distribution in accordance with Federal and State laws.

Below are examples of the different payout scenarios for a Health Care Professional with four years of service:

1. If a full-time Health Care Professional with four years of service has an ETO account balance of 450 hours, the Health Care Professional will receive a one-time payout of 34 ETO hours which would bring the Health Care Professional's account balance six months below his/her monthly accrual of 14 hours per month.

$$(450 - 500 = -50) + (14 \times 6 = 84) = 34 \text{ ETO hours}$$

2. If a full-time Health Care Professional with four years of service has an ETO account balance of 500 hours, the Health Care Professional will receive a one-time payout of 84 ETO hours which would bring the Health Care Professional's account balance six months below his/her monthly accrual of 14 hours per month.

$$(500 - 500 = 0) + (14 \times 6 = 84) = 84 \text{ ETO hours}$$

3. If a full-time Health Care Professional with four years of service has an ETO account balance of 550 hours, the Health Care Professional will receive a one-time payout of 134 ETO hours which would bring the Health Care Professional's account balance six months below his/her monthly accrual of 14 hours per month.

$$(550 - 500 = 50) + (14 \times 6 = 84) = 134 \text{ ETO hours}$$

4. If a Health Care Professional with four years of service has an ETO account balance of 416 or less hours, the Health Care Professional will not receive a payout.

ESL HRA:

Effective the first pay period of January 2015, an ESL-HRA will be established from ESL hours accrued on and after the first pay period of January 2015.

ETOP:

The below describes the provisions of the Earned Time Off Program.

Regularly scheduled means a regular full-time or part-time Health Care Professional, not per diem.

For clarification the Length of Service, as described above, is calculated from the Health Care Professional's Leave Accrual Date. The Leave Accrual Date determines the level of ETO accruals. Generally, the Leave Accrual Date is the Health Care Professional's date of hire, unless adjusted due to breaks in service, transfers from another KP Region (prior to the policy change that recognizes the 30-day gap for interregional transfers as eligible/non-adjusted service), or unpaid leaves of absence which exceed 60 calendar days.

Health Care Professionals who are out ill or injured are required to use ETO for the first three days, unless protected by law. For example, if the Health Care Professional is out on FMLA/CFRA Leave, the Health Care Professional has the option not to use ETO.

Under ESL – "Consecutive days of illness or injury" is defined as days on which the Health Care Professional is ill or injured whether or not the Health Care Professional is scheduled to work. Once the Health Care Professional meets the ESL access requirement, the Health Care Professional can commence using ESL. If the Health Care Professional returns to work for fewer days than he or she was disabled before going out again, he/she can immediately begin using the ESL; however, if the Health Care Professional returns to work for a longer period of time than he or she was disabled, he/she will need to meet the access requirement again.

All or a portion of the ETO Account balance can be used to care for an ill or injured family member. However, only one-half of the annual ETO accrual will be protected in accordance with CESLA.

CESLA protection -- CESLA protected time off must be paid through the use the Health Care Professional's ETO and/or ESL (limited to one-half of the annual accrual). When scheduling paid time off under CESLA, the Health Care Professional must notify his or her supervisor or manager that the reason for the time off is to attend to a covered family member who has an illness or injury.

If a Health Care Professional elects to use ETO hours, the hours will be integrated with SDI, Workers' Compensation, or FTDI, as applicable.

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

ETO Vacation Scheduling

(Consensus 11.1.2013 @ 1:30 pm)

ETO Vacation Scheduling

A medical center and associated medical office building's existing ETO vacation scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing ETO vacation scheduling process shall be reduced to writing, and agreed to using a consensus decision making process.

If the existing ETO vacation scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties.

In the absence of a written agreement to continue using the existing ETO scheduling process, or an alternative process reached using Labor Management Partnership principles, then said medical center shall use the following default process to schedule ETO:

1. In scheduling ETO vacation, the Employer's intent is to distribute ETO vacation in a manner that promotes employee work life balance while maintaining appropriate staffing to meet our patient needs.
2. The number of Health Care Professionals who can simultaneously be granted ETO vacation shall be jointly determined by Management and a designated Union representative(s) on an annual basis using LMP principles. The Parties agree, at a minimum, ETO vacation slots should be created to accommodate the maximum annual ETO accrual of all Health Care Professionals within a single medical center and within each medical office building, by job classification. An additional week per eligible Health Care Professional will be created and added to the base number of ETO vacation slots to establish the total number of ETO vacation slots needed. A Health Care Professional shall be included in the ETO vacation rotation where he/she spends the majority of their work time, e.g. inpatient versus outpatient.
3. It is recognized that the summer months are most desirable for ETO vacation periods. Therefore, consistent with patient care requirements and operating efficiency, the Employer

will respond to all written requests for allotted ETO vacation slots within seven (7) business days after receipt of such request.

12. Health Care Professionals may request ETO vacation time off for any week in which a vacation slot was not created or where all vacation slots are filled. Management will consider each request on a "first come – first served" basis and approve or deny said request based on patient care needs. Management will respond no later than 60 days in advance of requested time off. This does not preclude Management from responding prior to 60 days in advance of the requested time off.
13. If the Health Care Professional has exhausted his/her ETO accruals prematurely or has insufficient hours to cover the entire request, the Employer retains the final right to rescind the ETO vacation as soon as practicable prior to the approved request. The employee may rescind previously approved ETO vacation in whole increments with advance notice.

INTENT OR APPLICATION: Sets forth a process for vacation selection in the event existing processes are not satisfactory to the parties at the local level, or in the event agreement cannot be reached locally using LMP principles.

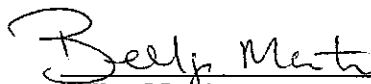
Annual, as referenced in the "Default" Section 2 is the 4th quarter of the prior year. Job classification is by discipline i.e. physical therapist/occupational therapist.

The employee or the Union may request to meet with management to discuss the circumstances for the cancellation in the case of insufficient ETO hours for the approved time off. The manager and the employee may mutually agree to approve unpaid time off.

It is agreed that "as soon as practicable" is in reference to when the employee receives his/her monthly accruals in relationship to the ETO vacation. "Advance notice" is defined for Inpatient/Outpatient as at least two weeks' notice, except by mutual agreement of the manager and the employee. "Advance notice" is defined for Home Health as before the schedule is posted, except by mutual agreement of the manager and the employee.

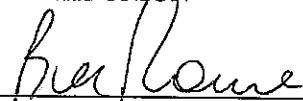
The Parties agree that the process outlined above will become the default for the vacation year 2015. If, during 2014, unresolved disputes arise between local medical center Management and affected Health Care Professionals regarding ETO vacation time off, Regional Labor Relations and the Union will work to resolve the conflicts. 2014 ETO vacation time off approved prior to ratification will be honored.

FOR THE EMPLOYER


Belkys Martin
Senior Labor Relations Representative

Date: 11/26/2013

FOR THE UNION


Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 11/26/13

82

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Holiday Selection/Scheduling

(Consensus 11.1.2013 @ 3:55 pm)

Holiday Selection/Scheduling

A medical center and associated medical office building's existing holiday selection/scheduling process may be used if agreeable to Management and the affected Health Care Professionals. The existing holiday selection/scheduling process shall be reduced to writing, and agreed to using a consensus decision making process.

If the existing holiday selection/scheduling process is not agreeable to the Parties, then an alternative process should be developed using Labor Management Partnership principles that is agreeable to the Parties.

In the absence of a written agreement to continue using the holiday selection/scheduling process, or an alternative process reached using Labor Management Partnership principles, then said medical center shall use the following default process:

For the holiday day itself:

Major holidays include Thanksgiving, Christmas and New Year's Day; minor holidays include Memorial Day, Independence and Labor Day.

Home Health Care and Inpatient Health Care Professionals will be granted a minimum of one major holiday and one minor holiday off annually. If the needs of the department have been met, additional holidays off shall be granted on a rotational basis.

Health Care Professionals will make known their schedule preferences for the three major holidays.

In meeting the holiday staffing needs of medical centers and Home Health agencies, the Employer will schedule holiday work shifts in the following order:

1. Volunteers to work
2. Per diem per commitment
3. Rotational, on an equitable basis

If granted vacation includes a holiday, that holiday will count for selection of the designated holiday off.

For the holiday week of Thanksgiving, Christmas and New Year's:

Management will make a good faith effort to allow as many Health Care Professionals off during the holiday weeks of Thanksgiving, Christmas and New Year's Day as possible while maintaining appropriate staffing to meet patient care needs.

INTENT OR APPLICATION: Sets forth a process for holiday selection in the event existing processes are not satisfactory to parties at the local level, or in the event an agreement cannot be reached locally using LMP principles.

FOR THE EMPLOYER

Bekys Martin

Bekys Martin
Senior Labor Relations Representative

Date: 11/26/2013

FOR THE UNION

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 11/26/13

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

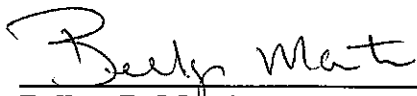
WAGE INCREASES

The Parties agree to the following wage increase schedule:

| | |
|--------------------------------|--------------------------------------|
| Retroactive to October 1, 2013 | 2% ATB |
| April 1, 2014 | 2% ATB |
| October 1, 2014 | 3% ATB |
| April 1, 2015 | implement new 2.5% 15-year wage step |

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

Wage Schedules and Tenure Increases

(Consensus 12.17.2013 @ 3:15 pm)

Wage Schedules and Tenure Increases

The base wage schedules for Health Care Professionals are listed in the Appendix. The Appendix also includes the wage schedules for Per Diem Health Care Professionals and those enrolled in the Alternate Compensation Program.

Tenure increases for full-time Health Care Professionals, on the base wage schedule, shall become effective on the individual's employment anniversary date as set forth in the base wage schedule, except where adjusted in accordance with Article xx -- Leaves of Absence eligibility, or as otherwise denoted in the Agreement.

Part-time and Per Diem Health Care Professionals shall receive step increases on the basis of actual hours worked. Two thousand eighty (2,080) hours is equivalent to one year. A Part-time or Per Diem Health Care Professional's hours will be capped at eighty (80) hours in a pay period, and any additional hours will not count toward movement on the wage schedule.

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

86

KAISER PERMANENTE MEDICAL CARE PROGRAM

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2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Advance Hire Placement

(Consensus 12.17.2013 @ 3:25 pm)

Advance Hire Placement

STAFF THERAPIST

| | |
|--|-----------------|
| New grad / less than 1 year experience | Step 1 - Start |
| Between 1 and 2 years of experience | Step 2 - 1 Year |
| Between 2 and 3 years of experience | Step 3 - 2 Year |
| Between 3 and 5 years of experience | Step 4 - 3 Year |
| Between 5 and 7 years of experience | Step 5 - 4 Year |
| Between 7 and 10 years of experience | Step 6 - 5 Year |
| 10 or more years of experience | Step 7 - 6 Year |

SENIOR THERAPIST

| | |
|-------------------------------------|-----------------|
| Between 4 and 5 years of experience | Step 5 - 4 Year |
| Between 5 and 6 years of experience | Step 6 - 5 Year |
| 6 or more years of experience | Step 7 - 6 Year |

CLINICAL SPECIALIST I

| | |
|---|-----------------|
| 3 or more years full-time practice (2,080=1yr), or enrollment in or completion of an APTA credentialed fellowship program and 250 hours of specialized education. | Step 3 - 2 Year |
|---|-----------------|

CLINICAL SPECIALIST II

| | |
|--|-----------------|
| 4 or more years full-time practice (2,080=1yr) plus 500 hours (not 2000) or completion of an APTA credentialed fellowship program. | Step 5 - 4 Year |
|--|-----------------|

INTENT OR APPLICATION: Subsequent to the Parties agreeing to modify job descriptions, the Advance Hiring Placement may be modified as appropriate.

FOR THE EMPLOYER

FOR THE UNION

Belkys Martin
Senior Labor Relations Representative

Bill Rouse

Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: _____

Date: 12-29-13

KAISER PERMANENTE MEDICAL CARE PROGRAM

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[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Promotion to a Higher Classification

(Consensus 12.17.2013 @ 3:15 pm)

Promotion to a Higher Classification

A Health Care Professional, promoted to a higher classification, will be advanced to the pay level of the higher rated classification at the same tenure step, on the base wage schedule, held immediately prior to the promotion.

In the event a Health Care Professional is promoted to a higher rated classification, transferred or demoted to a lower rated classification, the Health Care Professional's step progression towards the next step will begin as of the date of the promotion, transfer or demotion.

For Part-Time and Per Diem Health Care Professionals, future remaining step increases will be as follows: two thousand eighty (2,080) compensated hours equals one (1) year.

INTENT OR APPLICATION: A Health Care Professional's eligibility for placement onto newly created tenure steps on the wage structure (i.e. 15 year step) will be based on full-time or full-time equivalent continuous service (from most recent hire date); and will not reset a Health Care Professional's step increase eligibility date for future step progression.

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

89

KAISER PERMANENTE MEDICAL CARE PROGRAM
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[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

ALTERNATE COMPENSATION PROGRAM

Eligibility: A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP).

Coverage: ACP is an optional benefit program, which provides an eligible Health Care Professional with a twenty percent (20%) wage rate differential in exchange for his or her choice to waive participation in certain benefit plans, including the Flexible Benefits Program. However, time spent in the ACP will count as Service for vesting purposes and Credited Service for purposes of computing the monthly retirement income. Final Average Monthly Compensation for pension calculations excludes differentials and will, therefore, be calculated solely on the base wage rate.

Proof of Other Medical Coverage: Proof of other medical coverage is required to enroll in the ACP and must be provided on an annual basis in order to continue ACP participation.

ACP Participation: A Health Care Professional may enroll in ACP when newly hired or newly eligible (based on regularly scheduled hours), or during the annual open enrollment period. Participation begins on the first (1st) day of the pay period of the new year following open enrollment, or on the first day of the pay period following enrollment for a newly eligible employee. A Health Care Professional must remain in the ACP for the duration of the payroll calendar year. A Health Care Professional may withdraw from ACP during the ACP payroll calendar year only upon showing a loss of other medical coverage or a qualified family or employment status change. During the annual open enrollment period of each year, a Health Care Professional will have the opportunity to enroll in or withdraw from the ACP.

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

Exchanged Benefits: A Health Care Professional enrolling in ACP is not eligible to participate in the Flexible Benefits Program, and other benefits including the Earned Time Off Program, Bereavement Leave, Educational Leave and other paid time.



A Health Care Professional who elects to participate in the ACP will have his or her Extended Sick Leave (ESL) accounts frozen upon entering the ACP, and frozen ESL hours will not be available for use. Hours already accrued at the time of transfer to ACP will be available when a Health Care Professional returns to the Flexible Benefits Program. No additional hours will accrue while in the ACP. Also, Educational Leave will be frozen and restored if and when the Health Care Professional returns to the Flexible Benefits Program.

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

Benefits Participation: A Health Care Professional will have the option to participate or, as applicable, be automatically enrolled in the following benefits:

- Employee-purchased Optional Contributory Life Insurance in the amount of \$10,000, \$20,000, \$30,000 or \$40,000 for a Health Care Professional scheduled to work 32 hours or more per week. The Optional Contributory Life Insurance includes \$10,000 Accidental Death and Dismemberment and Total & Permanent Disability provision. The Optional Contributory Life Insurance must be elected at time of hire, or when becoming first eligible. If elected, coverage will become effective on the first day of employment, provided the Health Care Professional is actively at work. If the Health Care Professional is not actively at work, coverage is deferred until he or she returns to active employment
- Overtime will be paid at one and a half (1 ½) times the ACP rate unless otherwise required under state and federal overtime laws
- Commuter Spending Account
- Dependent Care Spending Account
- Designated Holidays worked will be paid at the ACP differential
- Health Care Spending Account
- Jury Duty will be paid at the ACP differential
- Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP), (with FAMC at the base wage rate without the 20% ACP differential)
- Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG), (2.5% Employer Contributions at the base wage rate without the 20% ACP differential)
- Shift differentials paid, as applicable
- Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential)
- Tax-Deferred Retirement Savings
- Tuition Reimbursement
- Unpaid Leaves of Absence (no benefits associated with the leaves)



A Health Care Professional may take two (2) weeks of unpaid leave per calendar year, in one week increments. The unpaid leave may be accumulated up to a maximum of four weeks unpaid leave. This unpaid leave is to accomplish the rest and relaxation provided to other employees via vacation. A Health Care Professional in the ACP may exercise seniority on the vacation schedule to obtain his or her two (2) weeks of unpaid leave. Additional weeks of unpaid leave may be granted at the sole discretion of the Employer.

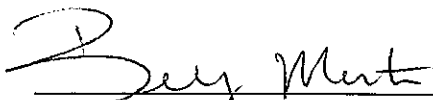
A Health Care Professional who retires while enrolled in the ACP and otherwise meets eligibility for post-retirement benefits will be provided with post-retirement benefits (e.g., Retiree Medical).

INTENT OR APPLICATION:

To acknowledge that the Alternate Compensation Program (ACP), including benefits provided while participating in the ACP and pay practices are maintained.

To acknowledge that the unpaid leave for rest and relaxation may be accumulated up to a maximum of four weeks (unpaid) and additional weeks (unpaid) may be granted at the sole discretion of the Employer.

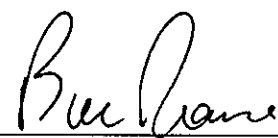
FOR THE EMPLOYER



Belkys B. Martin
Senior Labor Relations Representative

12-11-2013

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

Shift Differential

(Consensus 12.17.2013 @ 3:25 pm)

Shift Differential

Health Care Professionals shall receive a shift differential for work performed on an evening and/or night shift as follows:

Evening Shift: \$2.236 per hour

Night Shift: \$3.256 per hour

Shift differential shall be paid for time worked only and shall be applied to all overtime hours worked by a Health Care Professional on the evening or night shift.

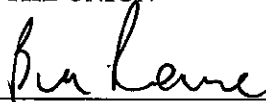
INTENT OR APPLICATION: Self explanatory

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

93

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Relief Senior Health Care Professional

(Consensus 12.17.2013 @ 3:25 pm)

Relief Senior Health Care Professional

A Health Care Professional assigned to serve as a Senior on a relief basis of four (4) or more hours during a shift will be compensated at the Health Care Professional's tenure step on the Senior wage schedule for the full shift.

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

94

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Report Pay

(Consensus 12.17.2013 @ 3:25 pm)

Report Pay

When a Health Care Professional is required to work a regular shift and reports for that shift, but is not put to work or is given less than half of the Health Care Professional's scheduled shift hours, the Health Care Professional will be paid for half of his/her scheduled shift hours at his/her base rate of pay. In no event will the Health Care Professional will be paid less than two (2) hours or more than four (4) hours.

If a Health Care Professional is required to report to work a second time in any one workday and is given less than two hours of work on the second reporting, the Health Care Professional shall be paid for two (2) hours at his/her base rate of pay.

Reporting Pay will not apply to a Health Care Professional on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time.

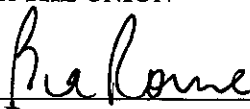
INTENT OR APPLICATION: Reporting time provisions will not apply when: (1) operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities; or (2) public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities or sewer system; or (3) the interruption of work is outside the employer's control.

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

Call-In Pay

(Consensus 12.17.2013 @ 3:25 pm)

Call-In Pay

A Health Care Professional called in or scheduled to work any day other than their normally scheduled shift will receive a minimum of two (2) hours reporting pay. However, if the Health Care Professional is called back into work within the two (2) hour period, no additional compensation will be paid unless the hours extend beyond the two (2) hour guarantee pay. If during the two (2) hour period there is no work for the Health Care Professional, the Employer may assign the Health Care Professional to other duties, as qualified. The two (2) hour pay shall be paid at premium rates, if applicable.

A Health Care Professional called for more than two (2) hours work shall receive pay for actual hours worked.

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

96

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Standby Pay

(Consensus 12.17.2013 @ 3:25 pm)

Standby Pay

Standby pay shall be utilized where the Health Care Professional is required to report to work. Health Care Professionals on standby status shall be paid twelve dollars (\$12.00) per hour for each hour spent on standby status. Actual work time shall begin when the Health Care Professional arrives at the work location to which called, and shall end when the Health Care Professional leaves the facilities. The Health Care Professional shall be guaranteed a minimum of two (2) hours work for each call.

However, if the Health Care Professional is called back into work within the two (2) hour period, no additional compensation will be paid unless the hours extend beyond the two (2) hour guarantee pay.

A Health Care Professional shall receive time and one half (1 1/2) the base hourly rate of pay, rather than the standby allowance, for all hours actually worked or guaranteed during the standby period.

Health Care Professionals, returning to work from standby, shall receive two and one half (2 1/2) times the base hourly rate of pay for all hours worked on a designated holiday.

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

97

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Remote Reporting Pay

(Consensus 12.17.2013 @ 3:25 pm)

Remote Reporting Pay

Remote reporting pay (aka Telephone Fix) may be provided for designated and authorized Health Care Professionals. If a Health Care Professional is able to resolve a problem over the telephone while on stand-by, the Health Care Professional shall be paid no less than two (2) hours pay at one and one-half (1-½) times the base rate of pay for the time spent resolving the problem via telephone.

INTENT OR APPLICATION: Standby pay will not be paid in addition to Remote Reporting Pay.

FOR THE EMPLOYER

FOR THE UNION

Belkys Martin
Senior Labor Relations Representative

Bill Rouse

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UNAC/UHCP Executive Assistant to Officers

Date: _____

Date: 12-29-13

98

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Working Out of Classification in Management

(Consensus 12.17.2013 @ 3:25 pm)

Working Out of Classification in Management

Health Care Professionals who are asked to take a temporary assignment in a management role will receive a 5% differential for the duration of the assignment. The differential is paid for hours worked, exclusive of hours paid but not worked, such as sick leave, holidays, vacation etc. The temporary assignment will not affect the Health Care Professional's employment status or position. Any increases in pay to which the Health Care Professionals are entitled will be applied to their hourly rate, exclusive of the differential.

The Employer will notify the Union when a Health Care Professional accepts such a temporary assignment. At the end of the assignment the Health Care Professional will return to the same or comparable position.

INTENT OR APPLICATION: Health Care Professional accepting a temporary assignment in a managerial role will receive a 5% differential. Differential will only be paid on hours worked.

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

89

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Qualified Bilingual Differential

(Consensus 12.17.2013 @ 3:25 pm)

Qualified Bilingual Staff

Qualified Bilingual Staff (QBS) Levels

QBS Level 1 are Health Care Professionals who use their language skills in non-clinical situations and are assessed as proficient enough to function in business and occupational situations that require only general conversational language skills (for non-clinical situations) and basic command of a second language as determined through an assessment tool determined by the Employer.

QBS Level 2 are Health Care Professionals assessed as proficient in conversational language skills, basic command of a second language, in addition to a greater level of fluency, medical terminology and the ability to provide language assistance in various clinical settings. Skills will be determined through an assessment tool determined by the Employer.

QBS Differential

Health Care Professionals designated as QBS Level 1 and who utilize the appropriate language skill/level (to include sign language for the hearing impaired) and are routinely required (over 2 hours per week) to interpret shall receive a bilingual differential premium of \$0.375 per hour paid on hours worked to a maximum of eighty (80) hours per biweekly pay period.

Health Care Professionals designated as QBS Level 2 and who utilize the appropriate language skill/level (to include sign language for the hearing impaired) and are routinely required (over 2 hours per week) to interpret shall receive a bilingual differential premium of \$0.55 per hour paid on hours worked to a maximum of eighty (80) hours per biweekly pay period.

QBS Program

Unless otherwise contained herein, the QBS Program is governed by the terms of the Qualified Bilingual Staff (QBS) Program Guide, including but not limited to skill level, determination of that level by testing, testing methods and tests, specific language(s) required and training requirements.

100

Health Care Professionals who fail to qualify for either Level 1 or Level 2 designation will not receive a bilingual differential.

INTENT OR APPLICATION: Outlines requirements for bilingual premium. Level 1 requires conversational skills. Level 2 requires conversational skills and medical terminology.

FOR THE EMPLOYER

FOR THE UNION

Belkys Martin
Senior Labor Relations Representative



Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: _____

Date: 12-29-13



KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Pay for Travel Time

(Consensus 12.17.2013 @ 3:25 pm)

Pay for Travel Time

Health Care Professionals will be eligible for pay for travel time in accordance with the terms and conditions set forth by the Employer's Travel Time policy (NATL.HR.4.02.).

INTENT OR APPLICATION: Aligns with the current policy. Modifications to the above captioned policy are subject to advanced notification and impact bargaining. Parties recognize if laws impacting the referenced policy change, the policy will be administered compliant with the law and subsequently modified accordingly.

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

192

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Mileage Allowance

(Consensus 12.17.2013 @ 3:25 pm)

Mileage Allowance

Health Care Professionals authorized to use their personal automobiles for Employer business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy.

If a business trip occurs during a Health Care Professional's regular work day, mileage should be claimed only in excess of the distance normally traveled to and from the Health Care Professional's regular work location. If a Health Care Professional is temporarily assigned to another location, mileage should be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the Health Care Professional's regular work location.


INTENT OR APPLICATION: Establishes the process when a Health Care Professional uses a personal automobile for Employer business. If the trip is within the regular work day, mileage is paid in excess of the distance normally traveled to and from the regular work location.

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

103

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Military Leave Make-Up Pay

(Consensus 12.17.2013 @ 3:25 pm)

Military Leave Make-Up Pay

Health Care Professionals will be eligible for Military Leave Make-up pay in accordance with the terms and conditions set forth under the Employer's Military Leave Policy (NATL.HR.001.).

INTENT OR APPLICATION: Aligns with current policy. Modifications to the above captioned policy are subject to advanced notification and impact bargaining. Parties recognize if laws impacting the referenced policy change, the policy will be administered compliant with the law and subsequently modified accordingly.

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

(14)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Time Off for Voting

(Consensus 12.17.2013 @ 3:25 pm)

Time Off for Voting

Health Care Professionals will be eligible for pay for time-off to vote in accordance with the terms and conditions set forth by the Employer's policy Time Off Protected by Statute (NATL.0.36.).

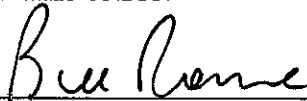
INTENT OR APPLICATION: Aligns with current policy. Modifications to the above captioned policy are subject to advanced notification and impact bargaining. Parties recognize if laws impacting the referenced policy change, the policy will be administered compliant with the law and subsequently modified accordingly.

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

Time Off for Donating Blood

(Consensus 12.17.2013 @ 3:25 pm)

Time Off for Donating Blood

Health Care Professionals will be eligible for time-off for donating blood in accordance with the terms and conditions set forth under the Employer's Time off for Blood Donor Policy (SCR-HR-4.02.).

INTENT OR APPLICATION: Aligns with the current policy. Modifications to the above captioned policy are subject to advanced notification and impact bargaining. Parties recognize if laws impacting the referenced policy change, the policy will be administered compliant with the law and subsequently modified accordingly.

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

(106)

KAISER PERMANENTE MEDICAL CARE PROGRAM

AND

[New Bargaining Group]

2013 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

Health Care Professional Status

(Consensus 12.11.2013 @ 6:31 pm)

Health Care Professional Status

Full-Time Health Care Professional Status

A regular full-time Health Care Professional is defined as a Health Care Professional regularly scheduled to work forty (40) hours within the workweek, or eighty (80) hours in the pay period, unless otherwise defined by an alternate shift agreement.

Part-Time Health Care Professional Status

A regular part-time Health Care Professional is defined as a Health Care Professional regularly scheduled to work less than forty (40) hours per week on a pre-determined basis, or less than eighty (80) hours in a pay period on a pre-determined basis, unless otherwise defined by an alternate shift agreement.

Per Diem Health Care Professional Status

A Per Diem Health Care Professional is defined as a Health Care Professional who works on an interim or relief basis, either on a predetermined schedule, or on an as-needed basis. Per Diem Health Care Professionals are not eligible for benefits, premiums, etc., unless specified in this Agreement.

Temporary Health Care Professional Status

A temporary Health Care Professional is defined as a Health Care Professional who is hired as an interim replacement for temporary work on any predetermined work schedule that does not exceed one hundred eighty (180) days. This period of time may be extended by mutual agreement between the Employer and the Union. A temporary Health Care Professional is not the same as a temporary employee hired through an outside registry.

INTENT OR APPLICATION: Self explanatory

FOR THE EMPLOYER

Belkys Martin
Belkys Martin
Senior Labor Relations Representative

Date: 12/17/2013

FOR THE UNION

Bill Rouse
Bill Rouse
UNAC/UHCP Executive Assistant to Officers

Date: 12/17/13

(28)