

COLLECTIVE BARGAINING AGREEMENT

By and Between



KAISER PERMANENTE®

KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES, INC.

and



OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 2 AFL - CIO

Term of Agreement

October 1, 2015 through December 15, 2019



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AGREEMENT

THIS AGREEMENT, made as of October 1, 2015 by and between KAISER FOUNDATION HEALTH PLAN OF THE MID-ATLANTIC STATES, INC. (hereinafter called the Employer) and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 2, AFL-CIO (hereinafter called the Union).

WITNESSETH:

The parties recognize the Employer's special status as a health care institution. Each bargaining unit member shall use his/her best efforts and skills to furnish in the best manner practicable the highest quality of health care services required to be rendered to Kaiser Permanente members.

ARTICLE 1 RECOGNITION AND CHECKOFF

1.1 RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for all full and regular part-time employees, as set forth by the NLRB in its decision clarifying the bargaining unit (Case No. 5-RC-10482), and all other classes of employees set forth in Appendix B attached to this agreement. (The parties have agreed to combine the Baltimore and Washington agreements into one agreement effective 10/1/00.) The term "regular part-time employees" refers to those whose normal work week is less than forty (40) hours, but not less than twenty (20) hours. Part-time employees whose normal work week is less than twenty (20) hours, but not less than sixteen (16) hours, shall be covered employees for purposes of union membership and bargaining rights, but shall not be entitled to any leave, holiday, pension, career development or insured benefits, except as enjoyed prior to 12/31/83.

No individual supervisors and employees may reach agreements which are contrary to this agreement. Exceptions to the collective bargaining agreement must be agreed upon by appropriate Union and Employer representatives.

In reference to on-call and temporary employees, please refer to the Memorandum of Understanding dated June 12, 2015.

1.2 UNIT ADDITIONS

In the event that the parties agree that a new classification falls within the scope of this Agreement, the Employer and the Union shall meet to negotiate the appropriate pay for the classification. If the Employer's operational needs require establishing a pay rate prior to such meeting, the Employer shall be permitted to implement the Employer's proposed pay scale subject to later negotiation with the Union. These positions shall be referred to the Job Evaluation Committee (Article 21).

The Employer shall provide an opportunity for a Union representative to address bargaining unit employees at new employee orientation meetings. If this occurs during the Union representative's working hours, it will be up to the Union representative to make suitable arrangements with his/her supervisor for the time off needed. The Employer shall provide the Union representatives with orientation schedules as soon as they become available.

1.3 UNION SECURITY SHOP

- (a) All present employees and all new employees following one (1) month of employment will be required as a condition of employment to maintain their membership in good standing during the duration of this Agreement by offering to pay regular monthly dues and initiation fees levied against all members.
- (b) Subsection (a) of this article shall not apply so long as it is in conflict with applicable State or Federal Law. When applicable State or Federal Law permits, Subsection (a) shall become effective.
- (c) For the purposes of this Article, tender of uniform initiation fees, and tender of the periodic dues uniformly required as a condition of retaining membership within the time period prescribed, shall constitute "membership in good standing in the Union".

1.4 CHECKOFF

The Employer shall deduct initiation fees, monthly dues, and voluntary political education program (PEP) contributions as designated by the Secretary-Treasurer of the Union from all employees covered by this Agreement on the basis of individually, voluntarily signed authorization cards on forms agreed to by the Employer and the Union.

- (a) An initiation fee and the first month's dues will be deducted on the first pay period after authorization is provided to the Employer.
- (b) In subsequent months, deduction of monthly dues shall be divided equally between the first and second pay checks of each month. If the monthly dues amount is not equally divisible by two (2), then it shall be rounded up to the nearest penny.
- (c) For the convenience of employees, payroll deduction for double dues shall be provided in the same manner stated in (b), when authorized by the employee.

Once each month, proceeds from these deductions will be paid to the Secretary- Treasurer of the Union. The Employer shall furnish to the Chief Shop Steward a list of all employees who have satisfactorily completed their probationary period. The Shop Steward will be responsible for having the employees sign a payroll deduction card which will be turned over to the Employer for processing. See Exhibit A at the end of the agreement for a sample "Checkoff Authorization" form.

1.5 HOLD HARMLESS CLAUSE

The Union shall indemnify the Employer and hold it harmless against any and all liabilities that it may incur as a result of any deductions in accordance with Section 1.4. The matter of withdrawal from Union membership and withdrawal of checkoff authorization shall be governed by the applicable provisions in law.

1.6 UNIT INFORMATION

Within thirty (30) days of the execution of this Agreement and on the first working day in January, April, June and September, the Employer shall supply a list of all employees covered by this Agreement that includes all regular full-time and regular part-time members. This list shall include name, address, home telephone number, the Employer facility, date of hire, the last four (4) digits of the social security number and salary of each employee, as recorded in the Employer's personnel file. Changes in marital status, address, phone number, job title, pay grade, salary, location, department, hours of work, termination (whether by discharge, retirement, resignation, etc.), and leaves of absence. This information will be provided to the Union on a monthly basis. Monthly lists of newly hired bargaining unit employee, sorted by location, which include name, social security number, date of hire, title, department, location, address, phone number, scheduled hours, pay grade, and pay rate.

ARTICLE 2 SENIORITY

- (a) Regional seniority is defined as the length of service by the employee with the Employer in any job classification included in the Agreement. If an employee leaves the bargaining unit and returns in less than one (1) year, the employee will be given full credit towards seniority. If an employee leaves the bargaining unit for a period exceeding one (1) year, the regional seniority will be the date he/she returns to a bargaining unit position. Layoffs and any leave authorized under the terms of this Agreement shall not be considered a break in bargaining unit service which would result in an adjustment of an employee's regional seniority date.
- (b) Regional seniority is relevant in promotions, transfers, layoffs, vacation selection, shift assignments, probationary periods, holidays, severance pay and overtime. See those Sections of the Agreement for more information.
- (c) In reference to on-call and temporary employees, please refer to the Memorandum of Understanding dated June 12, 2015.

2.1 REDUCTION IN FORCE

In all cases of decreases in the working force, the rule of Region-wide seniority shall prevail; that is the last employee hired by the Employer shall be the first to be laid off, and vice-versa when recalled.

The parties, realizing that it is not always feasible to layoff or recall on the basis of Regional seniority because of the specific training and experience required in some classifications, agree that in determining who shall be laid off, or recalled, the Employer shall consider the following factors: (a) Seniority; and (b) Ability to perform work.

Where factor (b), as determined in the judgment of the Employer, is approximately equal among candidates, seniority shall govern. It is the intent of the parties that the maximum protection of seniority rights shall, when feasible, be afforded.

It is the intent of the parties to minimize disruption of employees' work and the Employer's operations when layoffs occur. An employee who is to be laid off shall be offered, where feasible, a comparable available position. If laid off, an employee may claim the job of the least senior employee in the employee's job classification (or from a job classification in which the employee was previously employed), provided the laid-off employee has more regional seniority than the employee being bumped, and is qualified to perform the work in the new position.

When bumping occurs, full time employees (40 hrs/wk) bump into full-time positions, part-time employees (20 - 39.9 hrs/wk) bump into part-time positions, and short-hour employees (16 - 19.9 hrs/wk) bump into short-hour positions. If a full-time employee has no full-time bump available, but would be able (according to the provisions of the collective bargaining agreement) to bump a part-time or short-hour employee, such bump will be offered. If a part-time employee has no part-time bump available, but would be able (according to the provisions of the collective bargaining agreement) to bump a short-hour employee, such bump will be offered.

Any employee who is reclassified to a different job under this provision shall be paid at the highest rate for that job, but not more than the rate he or she was earning in the job being vacated. An employee affected by a layoff will have three (3) work days to exercise his/her right to displace a junior employee.

An employee who transfers to a new position as a result of layoff shall have a thirty (30) day probationary period in the new position. If the employee fails to perform the duties of his/her new position satisfactorily, the employee will be laid-off, rather than dismissed, and shall retain all rights described in the Article. However, if an employee is discharged for any reason other than inability to perform the duties of his/her new position satisfactorily, then dismissal rather than layoff, will occur.

When a full-time, part-time, or short-hour employee has his/her hours involuntarily reduced by six (6) or more hours per week, he/she may elect layoff instead. In such cases, the employee would be eligible for all layoff and bumping rights specified in this agreement.

2.2 LAYOFF RIGHTS

Employees on layoff status shall maintain all seniority rights, and time on layoff shall count toward accrued seniority.

2.3 RECALL

All bargaining unit employees on layoff shall be recalled for up to one (1) year, unless they choose not to return to work. Upon notification of recall, which shall consist of a certified letter to his/her address of record with the Employer, the employee on layoff must notify the Employer within five (5) working days of his/her intention to accept recall. Employees on layoff shall be granted time, up to a maximum of ten (10) working days, to report for service to enable the employee to give notice to his/her Employer. An employee on layoff shall keep his/her address current and stay in contact with the Employer. Employees failing to respond to recall will be removed from the recall list and shall have no seniority or other rights.

An employee shall be recalled to his/her former position, facility and number of scheduled hours. Such an employee may also bid, as an internal candidate, on other bargaining vacancies which

may exist. An employee recalled and reinstated to the former position held, shall receive his/her former rate of pay, plus any wage increases which were applied to his/her pay grade during the period he/she was on the recall list.

Employees failing to respond to recall or refusing recall will be removed from the recall list.

2.4 LAYOFF SEVERANCE PAY I HEALTH COVERAGE

- (a) In the event of layoff, non-probationary employees shall be entitled to four (4) weeks notice or four (4) weeks pay in the absence of such notice, plus one (1) week pay for each year of service up to ten (10) years. This section is not applicable if an employee resigns or is terminated for any other reason.
- (b) Employees whose jobs are eliminated, or whose hours are reduced, as a result of subcontracting will be given a minimum of eight (8) weeks of notice or eight (8) weeks of pay in absence of such notice. Such employees will have access to the layoff and bumping provisions in this Article. Such employees will receive, in addition to the severance pay specified in Article 2.4 (a), an additional two (2) weeks of severance pay for every year of service, up to a maximum of six (6) weeks of additional severance pay.
- (c) Employees shall be paid severance pay on normal payroll periods. During the severance period, and period of pay in lieu of notice, if applicable, the Employer will pay the cost of COBRA health coverage for the employee on the same basis as if the employee was still working. (In order for this to occur, the employee must complete COBRA paperwork during the notice period or as soon as possible thereafter.) If the employee is rehired, through recall or other means, before severance pay has been completed, such severance will cease as of the day of re-employment. (In other words, there will be no overlap between severance pay and pay for work performed.)

If an employee is rehired into a position with pro-rated health benefits, the severance health benefits described in this section will continue in effect until the severance period would have ended. If an employee is rehired into a position with lower pay or fewer hours than the position vacated, the difference between the severance pay specified in this section, and the amount of pay received in the new position, will be paid to the employee for the remainder of the severance period.

2.5 JOB POSTING, PROMOTION AND TRANSFER

- (a) It is the Employer's policy to promote from within when qualified internal applicants apply for positions. When a vacancy in the bargaining unit occurs, or when new bargaining unit positions are created, a notice of such vacancy, including pay grade, shall be conspicuously posted Region-wide in glass covered, locked cases in each of its locations where space for such cases is available for seven (7) calendar days. Qualified employees who wish to be considered for the posted job must file a written application with the Human Resources Department on a form prescribed by the Employer (or, if not at work, through their Steward). If an employee attaches a receipt and an envelope addressed to them at their department and facility the Human Resources Department will date stamp the receipt and mail it to the employee within forty eight (48) hours of delivery of the application to Human Resources. Employees who do not meet posted minimum job requirements are not qualified and will not be considered for the position. Employees may bid on no more than three (3) jobs at a time. Employees should not apply for positions for which they are not qualified. Employees who wish to apply for a posted position must do so during the posting period, and their application must be received by Human Resources no later than three (3) business days after the end of the posting period.

Internal applicants shall be given first preference over equally qualified external candidates. Employees on leave of absence are not eligible to apply for posted openings unless they are able to begin work in the new job within four (4) weeks of their application. Job Postings shall be sent to the Local 2 Office.

Following the conclusion of the notice period herein specified, the Employer shall fill the vacancy and/or newly created position on the basis of qualifications, skill, experience, past work performance, ability to perform the work in question, and seniority. Upon written request from the applicant, the Employer will inform the applicant of the reasons for non-selection in writing. If the qualifications, skill, experience, past work performance and ability of two (2) or more employees are, in the judgment of the Employer, substantially equal, the most senior employee shall be offered the vacancy. All qualified internal applicants, including those with active corrective actions, will be evaluated on the basis of their overall qualifications for the job. The hiring supervisor will select the most qualified applicant, but may use existing active corrective actions as the basis for not hiring an applicant if he/she deems it appropriate.

If all qualified applicants have active corrective actions, the hiring supervisor may consider outside candidates along with bargaining unit members, and will select the best qualified applicant for the job. Seniority shall be defined as Regional Seniority for transfers and promotions.

- (b) An employee must spend at least six (6) months in his/her position before he/she may apply for another position. An employee with fewer than six (6) months in his/her position will be considered for a promotional opportunity if he/she is the only qualified internal applicant for a job. If two (2) or more qualified applicants with fewer than six (6) months in their current positions apply for a job (subject to the other provisions of this section), selection among these applicants will be based upon the criteria stated in Article 2.5(a). In no case may an employee apply for a job with fewer than three (3) months in his/her current position.
- (c) Where and when feasible, as determined by the Employer, the Employer will endeavor to afford promising employees, who apply for higher-rated vacant positions, reasonable training to enable them to qualify for such positions.
- (d) If a position is not filled (job offered and accepted within six (6) months of the job posting), the position will be reposted before it is filled.
- (e) If improvements in technology make it possible to post vacancies via electronic means and thus eliminate paper distribution and posting, the parties will meet to discuss the implementation of such a change for bargaining unit positions.

2.6 PROMOTIONS

- (a) A promotion is hereby defined as a transfer from a lower paid grade to a higher paid grade.

An employee who is promoted to a higher position within the bargaining unit shall receive the minimum rate of pay of the new job classification and progress through the new job rate range in conformity with length of service in such new position. An employee whose present rate exceeds the minimum of the new job rate range shall be placed at the step rate in the new rate range which is next higher than the employee's current rate. In those instances where the promotional increase would normally be less than \$0.35 per hour the employee's pay rate will be adjusted to the next step rate which is higher than or equal to a \$0.35 increase. The promoted employee shall then progress in the rate range in conformance with the tenure steps of the rate range.

Each promoted employee shall be considered a probationary employee for a period not to exceed thirty (30) days. If, during the said probationary period, the employee, in the judgment of the employer, fails to perform satisfactorily the duties of the new position, he/she will be permitted to return to his/her original or equivalent position without loss of seniority. This may require exercise of bumping rights over the least senior employee. At or near the beginning of a promotional probation period, the supervisor and employee are expected to jointly discuss the training/orientation needs of the employee. This is to be understood as a shared responsibility between the supervisor and employee.

New employees hired in a special training status at a lower rate of pay will receive the regular rate of pay for that position upon satisfactory completion of the trainee status.

During the probationary period, an employee may request a return to the prior position if a job offer has not already been made to someone else. The supervisor will consider all relevant employee and management concerns in making a determination. In such circumstances the returning employee will revert to their former rate of pay (including any scheduled wage increases which would have occurred in the interim).

(b) TRANSFERS

An employee who transfers to a different job title, specialty, or location must undergo a thirty (30) day probationary period subject to the conditions stated for promotions.

(c) DEMOTIONS

Employees who are demoted, whether voluntarily or involuntarily, will receive the pay rate of the new grade, but at their previous step level.

2.7 TEMPORARY TRANSFERS

(a) Any employee temporarily transferred to a job of lower pay rate shall not receive any reduction in his/her basic pay.

(b) If such temporary transfer is to a higher paid job and the employee works three and one half (3-1/2) or more consecutive hours in such higher paid job, he/she will be paid for all hours worked in the higher classification once the threshold is passed at the same step level as in his/her current job, but on the higher scale.

(c) For temporary transfer of clinical assistant I to clinical assistant II, see side letter.

2.8 WORKFORCE REDUCTION

When layoffs within a classification are made they will occur in the following order: temporary employees, probationary employees and regular employees. Regular employees who are laid off may remain as on call employees in a job classification for which they are qualified. Employees shall have full recall rights while in the on-call status.

2.9 RELOCATION ASSISTANCE

An employee who is relocated to another Kaiser Permanente work site as a direct result of restructuring activities may be eligible for up to \$2,500 in moving expense reimbursement (packing, moving van rental, moving company charges, and/or temporary storage of household goods).

The following conditions must exist for the employee to be eligible for such funds:

- The new work site must be at least twenty-five (25) miles from the employee's current residence.
- The new commute must be at least ten (10) miles longer than the employee's current commute.
- The employee must move to within fifteen (15) miles of the new work location.
- The move must occur within eleven (11) months of the transfer.

In order to receive reimbursement, the employee must submit to his/her supervisor receipts which indicate the specific charges made and services rendered.

2.10 SENIORITY TIE-BREAKER

In implementing the provisions of this Article, there may be occasions where (1) seniority is the controlling factor, and (2) there is a tie among two (2) or more employees in bargaining unit seniority with the Employer. To resolve such a tie, the following criteria will be used:

1. Where one (1) or more of the employees had previous seniority in the Local 2 bargaining unit at GHA/Humana, that seniority date will be used as the tie-breaker. (If only one (1) of the tied employees had such GHA/Humana seniority, then that employee will be automatically considered the most senior.)
2. If there is still a tie in seniority after consideration of criteria #1 above, then the final four (4) digits of the employees' social security numbers will be used as a tie-breaker, with the employee having the highest number being considered the most senior.

ARTICLE 3 EMPLOYMENT, CORRECTIVE ACTION, AND DISCHARGE

3.1 NEWLY HIRED EMPLOYEES

All employees hired after the effective date of the Agreement may, during the first three (3) months of their employment, be terminated with or without cause, and they shall be without any seniority or any other rights under this Agreement. Upon successful completion of the said three (3) month period, such employees shall be credited with seniority from his/her original date of hire, and shall be entitled to the full protection of the Agreement, including, but not limited to, the right to file grievances. The probationary period may be extended through the mutual agreement of the Employer and Union. During such an extension, the employee will remain subject to the terms indicated above in this section. Extensions of probation should be documented in writing as a mutual agreement. The document should outline expectations during the extended period.

[Note: In making the modification to the waiting period (from three (3) months to one (1) month for Union membership under Article 1.3, and the concurrent addition of the phrase "including but not limited to, the right to file grievances" in the first sentence of this Article, it is not the intent of parties to alter any rights that probationary employees had, or did not have, prior to those modifications.]

Supervisors will give employees feedback about performance during their probationary periods. In no event, however, will the failure to give feedback restrict the supervisor's ability to terminate an employee during the probationary period.

3.2 SHOP STEWARD PRESENCE AT CORRECTIVE ACTION MEETINGS

Employees shall not be given corrective action without just cause. The shop steward will be at corrective action meetings and at investigatory meetings that may lead to corrective actions unless the timing is unreasonable or the employee does not want the shop steward present. The employee will document on union representation form provided by supervisor his/her refusal of shop steward representation, as appropriate. In this way employees are provided with representation, and the shop stewards are given the opportunity to hear the issues first hand. In investigatory or corrective action situations where the shop steward was unable to be present and the employee asks for the attendance of the shop steward, the supervisor will provide a reasonable opportunity for the employee to secure the presence of the shop steward.

3.3 CORRECTIVE ACTION

Corrective action is a method of resolving performance and behavior issues in a non-punitive fashion in which employee, supervisor, and shop steward(s) work together to identify the problem and craft the solution. Levels one and two are problem-solving levels. Level three is considered to be the first level of discipline and goes into the personnel file. Level four is the day of decision (last chance agreement). Level five is termination. Any levels one through four may be repeated. Each level shall state the reasons for the action and specify the agreements reached. A copy of any level shall be given to the shop steward at the center and the employee. When there is no shop steward at that center, a copy shall be provided to the Chief Shop Steward. For more details, please see the national issue resolution and corrective action procedures document.

3.4 INVOLUNTARY TERMINATION

All such employees shall be notified in writing of the reasons for termination and shall be given two (2) weeks notice, or, in lieu thereof, two (2) weeks pay. In addition, such employees with less than three (3) years of service shall receive one (1) week severance pay, and such employees with three (3) or more years of service shall receive two (2) weeks severance pay. A copy of any discharge notification shall be supplied to the Union. The notice and severance pay provisions of this Section shall not apply where discharge is for any of the reasons spelled out in Appendix A of this Agreement or for just cause.

3.5 EMPLOYEE HANDBOOK

To the extent not inconsistent with any of the express provisions of the Agreement, all employees shall remain subject to the rules and regulations contained in the Employer's "Employee Handbook" as the same, may from time to time, be revised. Copies shall be provided to all shop stewards. The employee handbook and policies/procedures can also be found on the intranet site for Mid-Atlantic States [<http://kpnet.kp.org/mas/hr/Handbook.pdf>].

3.6 PERSONNEL FILE

By appointment, the employee and his/her union representative may examine and have documents copied from the employee's personnel file.

3.7 REMOVAL OF ADVERSE MATERIAL FROM PERSONNEL AND DEPARTMENTAL FILES

Corrective actions shall be purged after one (1) year provided there have been no reoccurrences of infractions, involving the same issue, during the twelve (12) month period following the last action. However, upon mutual agreement, the documentation may be removed from the employee's file prior to the one (1) year expiration. Corrective actions shall not be placed in an employee's personnel folder until the employee has been shown same and been given an explanation and opportunity to affix his/her signature thereto.

3.8 TEMPORARY/ON-CALL EMPLOYEES

It is not the Employer's intent to create or maintain temporary or on-call positions as a method of avoiding the establishment of regular positions covered by this agreement. This is not meant, however to restrict the Employer from using temporary or on-call staff when regular staffing plans are uncertain or are being developed. In such cases temporary employees will not be used for longer than six (6) months without the mutual agreement of the parties.

Please also refer to the Memorandum of Understanding dated June 12, 2015.

3.9 NEPOTISM

No immediate family member shall work directly for a supervisor or other management employee to whom they report, in the same department or facility.

ARTICLE 4 HOURS OF WORK

4.1 WORK DAY

(a) The present work week (Sunday through Saturday) and hours of work shall remain in effect unless changed by the Employer for compelling business reasons. Eight (8) hours shall constitute a full day's work. Employees will be paid at a rate of one and one-half time (1-1/2x) for all hours worked in excess of eight (8) in one day, provided that all unscheduled sick leave which occurs during that same pay week is documented by the employee with a physician's slip. This provision shall not apply when such hours are part of an employee's regular work schedule.

A work week shall consist of forty (40) hours. Hours worked in excess of forty (40) productive hours shall be paid at one and one-half (1-1/2x) time. Productive hours include all hours worked, paid holidays, paid vacation and paid flexible personal leave.

(b) An employee may submit a request for a 10 or 12-hour shift (but no more than a 12-hour shift) on the on-line Extended Shift Form. The employee and employer must agree to the schedule request in order for the extended schedule to become effective. In these circumstances, any hours worked over the 10 or 12-hour shift shall be considered overtime, and employees will be paid at a rate of one and one-half (1-1/2x) for all hours worked in excess of the shift.

(c) An employee(s) within a work unit may request a flexible start and ending time at the mutual agreement of the entire work unit.

(d) The Employer retains the right to establish daily and/or weekly hours of work by groups of employees and/or individual employees, the number of hours and/or shifts to be worked, and

the hours of shifts including starting and quitting times. If a change in work schedules is mandated by changing business conditions, the Union will be notified and allowed the opportunity to discuss the proposed changes before they are put into effect. This in no way precludes the Employer's right to put into effect schedule changes that are dictated by business requirements.

- (e) The Employer will not make a permanent change in the working hours of any individual employee without giving the employee at least four (4) weeks notice in writing of such proposed change and an opportunity to discuss such change. The notice period may be waived by mutual consent between the employee and the supervisor.
- (f) Any mandatory meetings called by the Employer during otherwise non-productive time will be counted as productive time in the calculation of overtime. If a mandatory meeting incorporates an employee's scheduled break time and keeps the employee from taking one (1) or both of his/her paid breaks (per Article 4.2) the employee will be granted alternative break time(s). Where such alternative break(s) are not possible, the employee will be paid for the missed break(s).
- (g) The Employer shall make reasonable efforts to avoid unscheduled interruptions to employees' lunch breaks. No employee shall be penalized for failure to attend non-mandatory meetings.

4.2 REST PERIODS

Each employee shall be allowed a rest period each continuous four (4) hours of work as close as possible to the mid-point of the period. However, such rest period shall be taken at such times and in such manner as shall be consistent with efficient business operations, and so as not to cause any inconvenience to patients or other staff members. In no case shall a rest period exceed fifteen (15) minutes in length. Rest periods may be used in conjunction with the employee's lunch break with the approval of the employee's immediate supervisor.

4.3 WORK BEYOND REGULAR WORK DAY OR WORK WEEK

A weekend differential shall be paid for all hours worked on a weekend at the rate of \$1.50 per hour. A weekend is defined as Saturday and Sunday. The work week shall consist of Sunday through Saturday.

Additional hours of work beyond an employee's shift on a regular workday and overtime work on Saturday, Sunday and holidays shall be on a voluntary basis, provided a sufficient number of workers volunteer. Volunteers must be sought first within the department for overtime work. Refer to National Agreement for non-mandatory overtime language. If there are not enough volunteers, overtime will be assigned on a rotating basis, beginning with the least senior employees in the needed job classifications within the facility. Supervisors will give employees advance notice of overtime requirements when feasible. Holidays will have a separate schedule to be devised and implemented on an annual basis.

Intermittent weekend work shall be assigned and distributed as equitably as practicable, consistent with the efficient operation of the departments affected. It is the Employer's intent that intermittent weekend work will not reduce the overall number of hours worked by any employee.

4.4 SHIFT DIFFERENTIAL

A \$1.50 per hour evening shift differential, in addition to the regular rate, shall be paid for all hours worked after 4:00 p.m. when either (1) all hours worked by the employee that shift occur after 4:00 p.m. or (2) at least three and one-half (3-1/2) hours are worked after 4:00 p.m.

A \$2.50 per hour night shift differential, in addition to the regular rate, shall be paid for all hours worked between 11 :00 p.m. and 6 :00 a.m. when at least one hour of work take place between those hours.

4.5 NON-PYRAMIDING

Overtime and premium pay shall not be duplicated for the same hours worked under any terms of the Agreement. Shift differential is excluded from this pyramiding provision.

4.6 TRAVEL REIMBURSEMENT

When an employee is required to travel to a second location from his/her regularly scheduled post of duty and the employee uses his/her own vehicle, he/she shall be entitled to compensation at the standard employer rate plus any additional out-of-pocket parking expenses incurred as a result of such travel. When an employee is required to travel to a second location from his/her regularly scheduled post of duty and the employee is authorized to use transportation other than his/her own vehicle, he/she shall be entitled to compensation for actual cost incurred as a result of such specifically authorized mode of transportation. Normal travel from home to work and work to home shall not be compensated.

ARTICLE 5 VACATION LEAVE

5.1 COMPUTATION OF VACATION LEAVE

Employees shall continue to earn vacation leave as heretofore, accruing such leave on the following basis:

First year of employment	12 days 8.0 hours/month
Second year of employment	13 days 8.7 hours/month
Third year of employment	14 days 9.3 hours/month
Fourth year of employment	15 days 10.0 hours/month
Fifth year of employment	16 days 10.7 hours/month
Sixth year of employment	17 days 11.3 hours/month
Seventh year of employment	18 days 12.0 hours/month
Eight year of employment	19 days 12.7 hours/month
Ninth year of employment	20 days 13.3 hours/month

Notification given to employee of any changes on time sheet.

5.2 VACATION LEAVE CARRYOVER

Employees shall be permitted to carry over from year to year a maximum of two hundred percent (200%) of their annual vacation accrual rate.

5.3 VACATION LEAVE FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees shall be entitled to vacation leave on a pro-rata basis.

5.4 PAYMENT FOR UNUSED LEAVE

Upon separation from employment, an employee shall be paid for all accrued, but unused, vacation leave, if said employee gives the Employer at least two (2) weeks notice.

5.5 HOLIDAYS OCCURRING DURING VACATION LEAVE

Holidays occurring during vacation leave shall be credited as holidays and not as vacation leave.

5.6 SENIORITY FOR VACATION LEAVE APPROVAL

The calendar year will be divided into four periods as follows: (1) January through March; (2) April through June; (3) July through September; and (4) October through December. A specified deadline will be established for vacation requests in each department/facility, which is no later than one (1) week before the first day of each period. A determination or written answer for such requests must be received within ten (10) working days of the submission deadline except in unusual circumstances. Within departments or facilities, as appropriate, each employee will be given his or her first choice for leave based on the seniority ranking. Employees applying after the deadline are not able to supersede leave requests previously granted to less senior employees. A determination or written answer for these requests must be received within ten (10) working days of the request. Vacation approvals will be posted at least each quarter.

5.7 LEAVE DONATION

See national leave donation policy. [web-site http://kpnet.kp.org/pohr/policies/index_policies.html]

ARTICLE 6 HOLIDAYS

6.1 HOLIDAYS TO BE OBSERVED

Employees shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

In addition, employees shall be entitled to a full day off on the last working day before Christmas Day or the last working day before New Year's Day. Selection of the holidays shall be done by seniority. Where facility/department staffing needs make it appropriate, supervisors may offer alternative days off to employees. Employees can select an alternate holiday by mutual agreement between the employee and management.

Where an employee is required to work on a holiday, if not specifically hired to do so, he/she shall be notified at least twenty-four (24) hours in advance provided it is possible to do so.

6.2 HOLIDAY PAY

A regular part-time employee shall be entitled to the holidays in Section 6.1 above. When a holiday falls on a day an employee normally works, the employee shall be paid for the amount of hours normally scheduled.

Full-time employees are eligible for all holidays in Section 6.1 above. When a holiday falls on a day a full-time employee normally works, the employee shall be paid for the amount of hours normally scheduled, either 8, 10, or 12-hour shift. When a holiday falls on a day a full-time employee normally does not work, the supervisor may allow an alternate day off with pay, if the supervisor elects not to allow such an alternate day, the employee shall be paid for eight (8) hours of holiday pay. Such holiday pay will not be considered as "productive" in the calculation of overtime.

6.3 OBSERVANCE

Holidays specified in Article 6 shall be observed on the same day as they are observed by the Government of the United States. When the "observed" holiday is different from the "actual" holiday, an employee working either or both of those days will receive premium pay (as described in Section 6.4 below) on the day(s) they work.

6.4 HOLIDAY PREMIUM PAY

The holiday premium for all holidays worked will be double and one half (2-1/2x).

6.5 HOLIDAY WORK

Holiday work will be offered to employees by seniority within a coverage group on a rotating basis. If sufficient volunteers are not found, holiday work will be assigned to employees by inverse seniority on a rotating basis. The Employer retains the right to implement procedures to administer this provision in consultation with the Union.

ARTICLE 7 ANNUAL AND BANKED SICK LEAVE

The purpose of the paid sick leave program is to ensure employees of some protection for lost pay due to an employee's inability to work due to personal illness or injury. However, although sick leave may be paid by the Employer, an employee's absence from work may create a hardship on other employees and on the Employer's operations. Therefore, employees are encouraged to accrue sick leave so that protection may be ensured for long-term illnesses or disabilities.

Employees are expected to schedule routine medical and dental appointments during off-hours when possible. However when medical and/or dental appointments must occur during working hours, employees will use sick leave for such absences, if available. With appropriate scheduling and approval from the supervisor, employees may use sick leave in conjunction with their lunch time and/or break time for the purpose of medical visits during working hours.

[Please refer to the National Agreement (Section 1C.3.c) for full information about the Annual and Banked Sick Leave programs described below.]

7.1 ANNUAL SICK LEAVE FOR FULL-TIME EMPLOYEES

Full-time employees shall receive 80 hours of Annual Sick Leave on their anniversary date each calendar year. On 1/1/11, employees will receive a prorated accrual of Annual Sick Leave based upon the number of pay periods between 1/1/11 and the employee's anniversary date.

7.2 ANNUAL SICK LEAVE FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees shall receive Annual Sick Leave, as defined in 7.1, except on a pro-rata basis based on their scheduled hours.

7.3 BANKED SICK LEAVE

Banked Sick Leave is made up of accumulated unused Annual Sick Leave with no limit on the amount that may be accumulated. Banked Sick Leave may only be used following exhaustion of annual sick leave. Medical verification is required for use of banked sick leave.

Upon retirement, Banked Sick Leave accrued prior to January 1, 2006 will be recognized as service credit for pension purposes. In addition, provisions exist for the conversion of Banked Sick Leave for the funding of Healthcare Reimbursement Accounts. Refer to the National Agreement for details on each of these items.

7.4 DOCTOR'S CERTIFICATES

Employees using three (3) successive working days or more of sick leave are required to have a doctor's certificate. The Employer may also require a doctor's certificate when an employee has received corrective action for absenteeism if the employee has been informed of this requirement in advance. The Employer may also require a doctor's certificate where grounds for suspicion exist (e.g. when an employee calls in sick after requesting time off which has been denied).

7.5 SICK LEAVE CREDIT

In the event of a layoff, when rehired, prior to the expiration of the one (1) year layoff period, any unused sick leave on the books at the time of the layoff, shall be credited to the rehired employee's account. (See also new section on Flexible Personal Leave/Banked Sick Leave.)

7.6 NOTIFICATION OF SICK LEAVE

Refer to Article 9.9 "Call in Procedures".

7.7 HOLIDAYS OCCURRING DURING SICK LEAVE

Holidays occurring during sick leave shall be credited as holidays and not as sick leave.

7.8 USE OF VACATION FOR SICK LEAVE

Employees shall be allowed to use vacation for time missed for illness or injury if the employee has used all of their annual and banked sick leave.

7.9 ANNUAL SICK LEAVE CASH OUT

At the end of each year, employees with at least ten (10) days of Banked Sick Leave (or the proportional equivalent for part-time employees) may cash out up to ten (10) days of unused Annual Sick Leave, at 50% or 75% of value. Employees with fewer than ten (10) days of Banked Sick Leave must first apply unused Annual Sick Leave toward reaching a minimum balance of ten (10) days (or proportional equivalent) of Banked Sick Leave. Once that minimum balance is reached, additional unused Annual Sick Leave may be cashed out, up to a maximum of ten (10) days, at 50% or 75% of value. (See National Agreement for Details.) All unused Annual Sick Leave days that are not converted to cash will be automatically credited to Banked Sick Leave at 100% of value.

ARTICLE 8 FLEXIBLE PERSONAL DAYS

Flexible personal days may be used for personal needs in increments of no less than 2 hours.

8.1 Flexible Personal Days for Full-Time Employees

Full-time employees shall receive 3 days (24 hours) of flexible personal leave on January 1 of each calendar year. Employees who commence employment after January 1 will receive a prorated allocation.

8.2 Flexible Personal Days for Part-Time Employees

Regular part-time employees shall receive flexible personal days, as defined in 8.1, except on a pro-rata basis based on their scheduled hours. Employees may request a review of their flexible personal day accruals every six months if they work over their scheduled hours on a regular basis.

8.3 Requests for Flexible Personal Day

Requests for a single personal day off, or for hours off within a single shift, shall be granted upon receipt of at least two (2) weeks' notice. Last minute notice is acceptable for personal emergencies.

Requests with less than two weeks' notice, requests for consecutive days off, for days before or after a holiday, or for other days designated by mutual agreement, will be reviewed and approved or denied on a case-by-case basis in order to meet core staffing needs. Denials will be tracked and compiled, by department, on a quarterly basis.

8.4 Flexible Personal Day Cash Out

All unused flexible personal days will be converted at 50% of value to cash at the end of each year.

ARTICLE 9 LEAVES OF ABSENCE AND OTHER LEAVE PROVISIONS

9.1 NON-OCCUPATIONAL ILLNESS OR INJURY

(a) Leaves of absence for a non-industrial disability, including a certified disability due to

pregnancy, shall be granted for the period of disability provided that a physician's certification setting forth the length of such a disability is submitted. Such leaves of absence shall not exceed a total of four (4) months of both paid and unpaid leave for employees with less than five (5) years of service, and shall not exceed a total of six (6) months of both paid and unpaid leave for employees with five (5) years or more of service during any twelve (12) month period. For this purpose, service shall be defined as regular employment with the Employer. Any period of leave without pay shall commence at the expiration of earned sick leave. Employees returning from a medical disability may be required to have a physical examination performed by an employer- designated physician to determine their fitness for duty.

Employees who comply with this provision will be granted, when feasible, the return to the same or an equivalent job as held at the time of taking leave, at the same rate of pay received at the time of taking leave, plus any increases given to the employee's job classification during the time of the leave.

Employees terminated as a result of a disability shall be considered as internal applicants for twelve (12) months from the recertification to return to work.

Employer shall provide employees with a letter thirty (30) calendar days before the end of their leave informing them that their leave will expire and requesting a status update. Employees will respond with seven (7) calendar days of receipt of letter. Working with the employee, the Employer agrees to facilitate an employee's return to work by making every effort to liberalize work requirements, and the union agrees to work collaboratively with the Employer to identify temporary, available and appropriate work assignments for the affected employees.

(b) See also national agreement on Integrated Disability Management program.

9.2 OCCUPATIONAL ILLNESS OR INJURY

(a) After three (3) months of employment, for those absences covered by Workers' Compensation, the employee's leave of absence shall be continuous until such time as said employee has been released by the attending physician from the period of temporary disability, and is available and physically capable of, and qualified for, performing the work, provided, however, that such leave of absence shall not exceed a total of six (6) months of both paid and unpaid leave.

(b) Employees on extended leaves due to occupational illness or injury that go beyond six (6) months will be terminated. However, when the employee has been released to return to a working status, the Employer will make every effort and consideration for rehire. This is not to be construed as a guaranteed job placement.

Employer shall provide employees with a letter thirty (30) calendar days before the end of their leave informing them that their leave will expire and requesting a status update. Employees will respond with seven (7) calendar days of receipt of letter. Working with the employee, the Employer agrees to facilitate an employee's return to work by making every effort to liberalize work requirements, and the union agrees to work collaboratively with the Employer to identify temporary, available and appropriate work assignments for the affected employees.

(c) In the event an employee is injured or disabled as a direct result of an accident or injury arising out of and during the course of his/her employment with the Employer, and such accident or injury is both:

(i) certified in writing by the attending physician, and

- (ii) recognized as being eligible for Workers' Compensation benefits by the company's insurance company, the Employer will integrate accrued sick leave benefits with any amounts payable through Workers' Compensation to ensure the employee receives the equivalent of a full paycheck for the longest period of time possible. Such integration will continue until all sick leave benefits have been used, or until the Employer's disability insurance program benefits, if elected, become payable, whichever is first.
- (d) See also national agreement on Integrated Disability Management program.
- (e) Employees terminated as a result of a disability shall be considered as internal applicants for twelve (12) months from the recertification to return to work.

9.3 DEPENDENT CARE LEAVE OF ABSENCE

The Employer may, upon request grant a leave of absence for dependent care purposes, such as the care of a newborn or newly adopted child, or the care of a sick child, spouse, domestic partner, or parent. Such time will be granted in thirty (30) day increments and shall not exceed four (4) months, including both paid and unpaid leave, during any twelve (12) month period. When such leave is taken after a period of medical leave, the total period of paid and unpaid leave, both for the period of certified medical disability and dependent care leave, shall not exceed four (4) months for employees with less than five (5) years of service, and shall not exceed six (6) months for employees with five (5) or more years of service, during any twelve (12) month period. Dependent care leave without pay shall commence at the expiration of earned vacation leave. However, where vacation leave has been exhausted as a result of a dependent care leave of absence, the employee may request additional leave without pay, after return to regular employment, for normal vacation purposes. The Employer will grant such unpaid leave requests in accordance with the standard procedures governing the approval of paid leave. Application for dependent care leave must be made at least four (4) weeks prior to the start of leave requested, except in unusual circumstance. The employee must notify the Employer in writing no later than one (1) month after the commencement of leave if he/she intends to return to work.

Employees who comply with this provision will be granted, when feasible, the return to the same or an equivalent job as held at the time of taking dependent care leave, at the same rate of pay received at the time of taking dependent care leave, plus any increases given to the employee's job classification during the time of the dependent care leave of absence.

9.4 MILITARY LEAVE

Employees who enlist or are inducted into active duty with the Armed Services of the United States shall continue to accumulate seniority, and shall retain all rights and privileges of employment. Upon return from active duty, they shall be reinstated to their former or equivalent positions, provided only that application for such reinstatement is made within two (2) calendar months following release from active duty. Employees shall be provided leave with supplemental pay for a period not to exceed two (2) weeks during required military reserve training. Supplemental pay from the Employer shall be an amount which, when combined with the pay received by the employee for military reserve training, shall equal the total regular salary which would have been received by the employee from the Employer for the same period of time. If the employee's military pay exceeds the pay he/she would have received while working, no reduction shall occur. See also national policy on program intranet site [\[http://kpnet.kp.org/pohr/policies/index_policies.html\]](http://kpnet.kp.org/pohr/policies/index_policies.html)

9.5 JURY DUTY, SUMMONSES, AND SUBPOENAS

- (a) **Jury Duty:** Employees called for jury service shall be excused from work on days in which they serve and shall receive for each such day of jury service, on days they otherwise would have worked. Employees shall receive pay for the duration of their jury service. The employee must show proof of attendance when such documentation is attainable by the court system. On any day of jury service in which employees are excused entirely or in sufficient time to permit them to return to work for a minimum of one-half (1/2) their regularly scheduled shift, employees shall be required to do so.
- (b) **Non-Personal Summons/Subpoenas:** Any employee who is summoned or subpoenaed for an issue that is not personal in nature will receive administrative time for the travel and court appearance. The burden of proof is on the employee to demonstrate that subpoena/summons is not personal. Administrative time is granted for court appearance and travel time otherwise employees are required to be at work.
- (c) **Personal Summons/Subpoenas:** Any employee who is summoned or subpoenaed for an issue that is personal in nature must use accrued leave for the travel and court appearance. The burden of proof is on the employee to demonstrate that subpoena/summons is personal. Accrued leave is granted for court appearance and travel time. If at least half a shift remains after a court appearance and travel time, the employee is required to return to work.

9.6 VOTING TIME

Employees who are eligible voters shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours, provided that the employee is not able to arrive at the voting station either before or after scheduled work hours and provided that arrangements have been made, in advance, with the employee's supervisor.

9.7 BEREAVEMENT LEAVE

Effective the first day of the month after being hired, employees shall be allowed three (3) days bereavement leave without loss of pay in the event of death in the immediate family, which shall be limited to: (natural or step) spouse or domestic partner, parent, parent-in-law, child, step child, foster child, adopted child, legal ward, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, and any other blood relative living under the same roof as the employee. In addition, employees will be granted an additional two (2) days of paid time when traveling 300 miles (one way) or more to attend funeral or memorial services. Part-time employees shall be deemed covered by this Section 9.7 on a pro-rata basis, but shall be entitled to pay only on those days on which they were scheduled to work.

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

9.8 OTHER LEAVE PROVISIONS

- (a) **Requests:** Requests for leaves of absence and renewals shall be in writing on a form provided by the Employer, and employees shall be provided with a copy of such form with the determination stated thereon. Such determination or written answer must be received within ten (10) working days except in unusual circumstances.

- (b) Benefits: An employee placed on an authorized unpaid leave of absence must pay the required premium necessary for continued insurance benefits as specified in Article 22 if such coverage is to be continued without interruption. Health insurance, if dropped during an unpaid leave of absence period, may be reassumed only during the open- season enrollment period.

During an unpaid certified medical leave of absence only, the Employer shall continue premium payments for the employee's elected health insurance on behalf of the employee for the duration of the leave or a maximum of six (6) months, whichever is less.

- (c) Paid Leave: Such leave shall be compensated at the employee's regular rate of pay. Such leave shall be counted as time worked in computing seniority rights, vacation leave rights, and any other entitlement for which the computation of the time worked is a consideration. Upon completion of leave, the employee shall be returned to regular employment with all rights and benefits accruing thereto.

- (d) Leave Accrual Records: Each employee shall be given an accounting at the minimum on a monthly basis of their earned but unused leave.

9.9 CALL-IN PROCEDURES

In the event an employee needs to take unscheduled time off due to illness or personal needs, the employee must notify his/her supervisor as soon as practical but in no case later than one (1) hour before the beginning of his/her work shift. Employees scheduled for shifts beginning after 9:00 a.m. must provide such notification as early in the day as possible.

Employees must contact the supervisor through designated numbers (examples: supervisor's home phone, supervisor's work phone, doc line). Employees are encouraged to talk directly to their supervisor when they are unable to report at their assigned starting times. An explanation for the absence and anticipated date of return should be part of the call to the supervisor.

The Employer may identify a variety of methods of communications; however, the employee shall only be required to make one completed communication as designated by the supervisor. Employees shall be reimbursed for long distance expenses related to these communications to the Employer when such expenses exceed the cost of a call to the work location.

An employee who fails to report to work or to call in to his/her supervisor for three (3) consecutive work days will be considered to have abandoned his/her job and will be terminated. If an employee in this situation has extenuating circumstances that prevented contact with his/her supervisor, that information should be presented to the supervisor as soon as possible.

9.10 LEAVE APPROVAL

It is the responsibility of the department supervisor to assess staffing needs and to review and approve or disapprove leave requests. The Employer is responsible for securing replacement staff to cover approved time off, if such replacement is deemed necessary.

9.11 VOLUNTARY LEAVE FOR DISASTER SERVICE

See national policy for voluntary leave for disaster service (kpnet.kp.org/pohr/policies/index_policies.html).

ARTICLE 10 NO REDUCTION CLAUSE

No employees covered by this Agreement shall suffer the loss or reduction in any benefit now being enjoyed by them.

ARTICLE 11 ISSUE RESOLUTION

Issue resolution is a procedure by which any employee, group of employees, supervisor, manager, or physician may bring issues or concerns related to the workplace to the attention of a supervisor, manager, or union steward. Those directly involved with the issue may quickly find a mutually satisfactory solution using interest-based problem-solving and consensus decision-making. The process is voluntary, and the Employer and Union strongly encourage people to use issue resolution to resolve workplace issues and as an alternative to the grievance process. For more details, please see the national issue resolution and corrective action procedures document.

ARTICLE 12 GRIEVANCES AND ARBITRATION

[Note: The Employer and Union revised the grievance process during negotiations in 2005. In making the changes to the existing process, it was the intent of the parties to create a more workable and flexible problem-solving process. These changes were not intended to alter the parties' respective rights and obligations relating to either the scheduled days/times of grievance meetings or the payment of stewards for participation in grievance meetings outside of their normal working hours. The Employer and Union further enhanced the grievance procedure in 2014 and agreed to an expedited arbitration procedure, excluding terminations, in 2015. Refer to MOUs]

The Employer and Union are committed to trying to resolve questions and conflicts by the least formal and quickest means available. Therefore, when issues arise, the parties are expected to initiate discussions between Union Representatives and appropriate management staff in an attempt to reach mutual agreement before resorting to the formal grievance process. Refer also to Article 11 and the issue resolution process.

The Parties recognize that (1) in order for this process to be effective, shop stewards may need to have discussions with bargaining unit members and/or supervisors during normal working hours, and (2) service to our members and other customers must not be harmed as a result of such discussions. Therefore, shop stewards and supervisors should work together to try and find mutually acceptable dates, places and times for discussions and meetings which are needed. When mutually agreed, such discussions can take place during working hours.

12.1 GRIEVANCE PROCEDURE

A grievance within the meaning of the Agreement shall be any controversy or dispute arising between the parties hereto involving interpretation or application of all provisions of the Agreement.

Corrective Action Grievances: A grievance regarding a corrective action shall be presented, in writing, within fifteen (15) working days of the corrective action, otherwise it shall not be considered a grievance.

Other Grievances: A grievance regarding other issues shall be presented, in writing, within thirty-five (35) calendar days after the grievable event occurs; otherwise it shall not be considered a grievance. This does not apply to section 14.3

Unless mutually agreed, there shall be no more than two (2) representatives from each side in Step 1, and no more than three (3) representatives from each side in Step 2. Time limits may be extended by mutual agreement of the parties.

All corrective actions, beginning with Level 1 of the corrective action process, may be grieved if the Union or employee feels the corrective action was inappropriate.

The steps of the grievance procedure shall be as follows:

Step 1: The aggrieved employee, or a Union shop steward, shall first present his/her grievance to the Employee/Labor Relations Consultant, in writing. The grievance must specify which provision of the collective bargaining agreement has been violated and the proposed remedy. Scheduling of the meeting must occur within five (5) working days of the filing of the grievance, and the meeting must be held within ten (10) workdays of the filing of the grievance, unless mutually agreed upon otherwise. The parties (Employee/Labor Relations Consultant, supervisor and/or manager, grievant and the Union shop steward) shall meet to discuss the grievance and shall attempt to resolve the dispute. The Employer shall respond to the Union shop steward, in writing, within five (5) working days of the grievance meeting. If the Union believes the Employer's response does not accurately reflect the discussions in the Step 1 meeting, it may provide a written response to the Employer. If the grievance is not resolved, the Union may elect to proceed to Step 2.

Step 2: To proceed to Step 2, the Union must notify the Employer (Employee/Labor Relations Consultant), in writing, within five (5) working days of receipt of a response to Step 1. The Union, Staff Representative (or designee), shop steward, grievant, and Employer (including Area Administrator or Senior Manager) shall meet within five (5) working days after the filing of an appeal of a grievance, unless mutually agreed otherwise. The Employer shall respond to the Union, in writing, within five (5) working days after the Step 2 meeting. In the event of failure to reach a satisfactory adjustment of the grievance, the grievance may be appealed to arbitration by either of the parties upon notice to the other party, provided said notice is served no more than fifteen (15) working days after the response to Step 2 is given.

12.2 ARBITRATION

Cases not resolved under the grievance procedure set forth in Section 12.1 may be appealed by either party to arbitration. During the term of this Agreement, the Union and

Employer will select from a mutually developed panel of four (4) arbitrators: Mollie Bowers, Roger Kaplan, Seymour Strongin and Michael Wolf. Arbitrators shall be selected alphabetically from the list unless otherwise mutually agreed. Once an arbitrator from the list is selected, that arbitrator will not be selected again until all other arbitrators from the list have been selected, unless the parties agree otherwise. If, during the term of the Agreement, an arbitrator is eliminated from the list for any reason, or the mutual agreement of the parties, a replacement will be made through mutual agreement within thirty (30) days of a request to do so by either party. The decision of the arbitrator will be final and binding on both parties. The arbitrator's fee shall be borne equally by both parties.

The jurisdiction and authority of the arbitrator shall be confined to the interpretation and/or application of the express provisions of this Agreement and the National agreement. The arbitrator

shall have no authority to add to, detract from, alter, amend, or modify any provision of these agreements.

12.3 JOINT REVIEW OF PROBLEM SITUATIONS

In departments or facilities where unusual problems exist (e.g., an unusual number of grievances, unusual amounts of corrective action, poor relations between management and staff, etc.) the Union and/or Employer may convene a joint meeting to examine the problem(s). The participants for the meeting will be jointly discussed and agreed upon. The appropriate Chief Steward (or designee) and Employee/Labor Relations Consultant will have the responsibility (1) to notify the other party of the desire to meet, (2) to serve as liaisons for identifying appropriate meeting participants, and (3) to jointly schedule the meeting, which should occur within fifteen (15) work days of the initial notification. If unacceptable delays occur in scheduling the meetings, the shop steward (or designee), Chief Steward, and/or Employee/Labor Relations Consultant may contact the Union Staff Representative and/or Director of Labor Relations for assistance. If appropriate a facilitator may be utilized.

The purpose of such a meeting will be to assess the situation and to identify actions which can improve the situation. In proposing or agreeing to such meetings, the Union does not waive its rights to access the grievance and arbitration provisions of the Agreement and the Employer does not waive any of its management rights.

ARTICLE 13 MANAGEMENT RIGHTS

All the rights of management of the Employer's operations, including, but not limited to, hiring, discipline, termination, scheduling, staffing, promotion, demotion, transfer, subcontracting, determination of job duties, layoff and determination of methods of operation, except as limited by the specific provisions of the Agreement, shall remain vested in the Employer.

ARTICLE 14 NO STRIKE PROVISION

14.1 PREAMBLE

The parties acknowledge that the Employer is a prepaid medical service program serving thousands of members of the community. Therefore, in recognition of the Employer's responsibility in caring for and curing the sick and injured (and to safeguard the relationship between doctor and patient), the parties have agreed to the "no strike" provisions contained in this article.

14.2 STRIKES AND LOCKOUTS

The Union agrees that neither it nor the employees it represents hereunder, individually or collectively, shall during the terms of the Agreement, cause, permit or take part in any strike, picketing, sympathy strike, stand-in, handbilling, sitdown, slowdown, other curtailment or restriction of work, prohibited activity under the National Labor Relations Act, nor in any manner interfere with the operations in or about the Employer's medical centers or its places of business during the term of this Agreement.

The Employer agrees that there shall be no lockout of its employees or any prohibited activity under the National Labor Relations Act during the term of this Agreement.

14.3 PICKET LINES

In the event of a lawful work stoppage by another union representing employees at KFHP, Local 2 will have an obligation to instruct its members of the no-strike, no-lockout provisions of the Agreement.

ARTICLE 15 WAGES

15.1 Effective October 4, 2015, all employees covered by this Agreement shall receive a 2.0% wage increase. (See attached wage table.)

15.2 Effective October 2, 2016, all employees will receive a 2.0% wage increase. (See attached wage table.)

15.3 Effective October 1, 2017, all employees will receive a 2.0% wage increase. (See attached wage table.)

15.4 Effective December 1, 2017, all employees will receive a 1.0 % wage increase, (See attached wage table.)

15.5 LONGEVITY DIFFERENTIAL STEPS

These steps are labeled "After 15 Years", "After 20 Years", and "After 25 Years". Longevity steps will be awarded when (1) an employee has worked 15, 20 and/or 25 years with Kaiser Permanente, and (2) that employee has progressed to the "After 10 Year" (Step 11) rate in their grade. Longevity steps shall not be used in determining new hire rates of pay as described in Article 15.8.

15.6 RATES EXCEEDING RANGE

An employee whose rate exceeds the rate range for his/her job (including those increases which he/she would receive as set forth in 15.1, 15.2, 15.3 and 15.4 above) shall retain the rate for the duration of his/her occupancy of that job, or of succeeding jobs involving a lateral transfer or a promotion for which the standard hourly rate is less than what he/she is then earning. Refer to the side letter dated December 10, 1986 for details regarding pay increases for these employees.

15.7 PERFORMANCE SHARING

As specified in the National Agreement, a Performance Sharing Plan will be developed and instituted with potential payouts in 2016, 2017, 2018 and 2019. The parties have agreed that calculations for payouts will be based upon actual compensated hours during the previous year.

15.8 NEW HIRES

New hires with less than one (1) year of related experience beyond the minimum requirement of the job will be hired at the "Start Rate". New hires with one (1) year of related experience beyond the minimum requirement of the job will be hired at the "After 1 Year" rate. New hires with two (2) or more years of related experience beyond the minimum requirement of the job will be hired at the "After 2 Year" rate. New hires with four (4) or more years of related experience beyond the minimum requirement of the job will be hired at the "After 3 Year" rate.

Credit for past experience for new hires in the classifications of Allergy Technician, Bone Density Technologist, Cardiology Technologist, Cardiovascular Technician/Technologist, Central Sterile Technician, CT Technologist, Diagnostic Medical Sonographer, EEG Technician/Technologist, Group Representative II, Licensed Practical Nurse, Mammo Technologist, Medical Laboratory Technician, Medical Transcriber, MRI Technologist, Ophthalmology Assistant Technician/Technologist, Orthopedic Technician, Orthoptist, Pharmacy Admixture Assistant, Physical Therapist Assistant, Respiratory Therapist, Hospital Services Management Assistant, Radiologic Technician/Technologist, Referral Management Assistant, Sleep Apnea Technician, Surgical Technologist (OR), Vascular Technologist I/II and Vision Care Assistant II will be determined as follows:

Credit for prior acceptable experience in the same job classification will be granted to new hires in the above jobs. Such credit will be given at the time satisfactory proof of experience is provided by the new employee. The new employee will be placed at the step rate which is one (1) step lower than where they would be if all experience had been with the Employer. (Example: a new hire with four (4) years of acceptable experience will be placed at the three (3) year step rate.)

15.9 STEP INCREASES

(a) In the wage schedules attached as Appendix C, the step rates specified for each grade shall be applied as follows:

STARTING RATE: The minimum rate an employee and the normal starting rate for a new employee.

AFTER ONE YEAR: The rate after completion of one (1) year of continuous paid employment in grade.

AFTER TWO YEARS: The rate after completion of two (2) years of continuous paid employment in grade.

AFTER THREE YEARS: The rate after completion of three (3) years of continuous paid employment in grade.

AFTER FOUR YEARS: The rate after completion of four (4) years of continuous paid employment in grade.

AFTER FIVE YEARS: The rate after completion of five (5) years of continuous paid employment in grade.

AFTER SIX YEARS: The rate after completion of six (6) years of continuous paid employment in grade.

AFTER SEVEN YEARS: The rate after completion of seven (7) years of continuous paid employment in grade.

AFTER EIGHT YEARS: The rate after completion of eight (8) years of continuous paid employment in grade.

AFTER NINE YEARS: The rate after completion of nine (9) years of continuous paid employment in grade.

AFTER TEN YEARS: The rate after completion of ten (10) years of continuous paid employment in grade.

(b) Step increases shall become effective on the first day of the pay period following the employee's anniversary date.

(c) Regular employees working less than forty (40) hours per week shall be granted step increases based upon scheduled hours in accordance with the following schedule:

Employees working 16 to 23.9 hour schedules: after 24 months

Employees working 24 to 31.9 hour schedules: after 18 months

Employees working 32 to 39.9 hour schedules: after 14 months

(d) Step increases shall not be withheld from any employee eligible for same, except in the event that he/she receives an unsatisfactory performance evaluation or has reached the maximum or exceeds the maximum rate for his/her grade. Employee performance evaluations shall be conducted on or about the employee's anniversary date. In cases where evaluations are given more than ten (10) working days after the employee's anniversary date, step increases will not be withheld.

(e) Employees previously employed in an 'on-call' capacity will receive credit for hours worked up to a period of six (6) months of continuous service prior to obtaining regular status for the purpose of step increases.

15.10 STANDBY PAY

Employees required to remain available on standby at home for one (1) hour for possible shift replacement shall receive one (1) hour of standby pay if not called in to work. Standby hours will be considered productive time and will be paid at the appropriate rate depending on an employee's individual situation (e.g., straight time, overtime, holiday premium, shift differential, etc.). If the employee is called in to work, the employee shall receive a minimum of four (4) hours pay at the appropriate rate.

15.11 DIFFERENTIAL FOR SHORT-HOUR EMPLOYEES

Short hour employees (working fewer than twenty (20) hours per week) shall be paid one dollar and fifty cents (\$1.50) per hour differential in addition to their regular base pay. This differential is paid in lieu of benefits for employees ineligible for benefit programs as provided by this Agreement.

15.12 PAY DISPUTES

All pay disputes must be brought to the Employer's attention as soon as possible. Both parties recognize that discrepancies may be due to mutual oversights. The Employer hereby agrees to provide a nine (9) month window period in which an employee may claim back earnings.

15.13 PAYROLL ERRORS

Payroll errors will be corrected as soon as possible.

ARTICLE 16 NEW TECHNOLOGY

16.1 INTRODUCTION OF NEW TECHNOLOGY

It is recognized by the parties that any jobs which in the future may require the use of new technology are jobs within the bargaining unit, provided they would otherwise be within the bargaining unit. In the event that the Employer introduces or uses any new technology, prompt notice will be given to the Union and creation of any jobs not presently within the unit will be posted to permit bidding by the employees within the unit. The new or revised jobs shall be referred to the joint job evaluation committee. In the event that training programs are necessary to qualify employees for such jobs, the Employer agrees that the then existing employees will be given first opportunity to qualify for such job training programs before any persons from the outside are hired to fill such jobs. Please also refer to national agreement on workforce development. Refer to LMP Memorandum of Understanding.

16.2 LAYOFFS DUE TO NEW TECHNOLOGY

It is further agreed that the Employer, in cooperation with the Union, will exhaust every means possible to keep layoffs due to the introduction of new technology to a bare minimum. Please also refer to the Employment Income and Security Agreement.

ARTICLE 17 CAREER DEVELOPMENT

It is the policy of the Employer to encourage and support the career development of its employees since this contributes to the improvement of the quality of services to the Employer's members. In furtherance of the policy of the Employer to provide such training as will advance the efficiency of the staff, improve staff members' opportunities for advancement and increase the effectiveness of service to the membership, the Employer will provide (in cases it deems appropriate) cash grant assistance as defined in the sections below.

17.1 ELIGIBILITY

A full or part-time employee hired to work twenty (20) hours/week or more is eligible to request cash-grant assistance funds after completion of three (3) months of regular service.

17.2 APPROVAL

Approval will be granted only for those courses, seminars, and programs which are directly job-related either to the employee's current position or to the employee's career advancement with the Employer. Each request is to be submitted, on the form provided, thirty (30) days in advance of the course, seminar, etc., to be attended, where feasible, but in no case less than two (2) weeks in advance. Approval is at the sole discretion of the Employer. Employer must provide a written explanation to the employee when the education leave request is denied. A copy of the explanation will be given to the Union, the Human Resources Consultant, and the next level manager.

17.3 FINANCIAL ASSISTANCE/REIMBURSEMENT

The maximum amount to be provided for any one (1) eligible employee is \$800 per calendar year, to be prorated for part-time employees.

Effective January 1, 2016, per National Agreement, tuition and continuing education reimbursement is offered at \$ 3,000 per calendar year for all benefits eligible coalition employees scheduled 20 hours per week or more and who have been employed for at least 90 days. The tuition reimbursement benefit will be administered by a Human Resource function in a shared services environment.

Of the overall total annual reimbursement, represented employees may submit up to five hundred (\$500) for travel, room/lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education (i.e. CEU, PDU, CME, Contract Hours) in order to advance skills and obtain or maintain position-required licensure, or certification, provided they are taken at an accredited institution, professional society, or governmental agency. This shall include obtaining required licensure for a position.

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

A newly hired employee may use up to 50% of the annual amount specified above during the calendar year in which he/she is hired. No newly hired employee is eligible to use any funds until he/she has completed his/her three (3) month probationary period.

In special cases, at the discretion of the Employer, a portion of these funds may be used for travel, lodging or books. Funds for travel and lodging may only be approved when a course is job related and the course is not offered locally. This is not intended to cover mileage reimbursement for travel within our regional service area.

The costs of training in the form of courses at accredited institutions of higher education requiring tuition, if approved in advance of enrollment, will be reimbursed by the Employer upon proof of successful completion of the course not to exceed the maximum sum noted above.

17.4 EMPLOYEES LEAVING THE EMPLOYER

Employees who leave the Employer for any reason prior to the completion of an approved training course, or within six (6) months thereafter, will forfeit their eligibility for reimbursement, have the costs deducted from their final paychecks, or be required to reimburse the Employer for educational assistance paid to them in the six (6) month period preceding the date of separation.

17.5 EDUCATION LEAVE

Leave requests for continuing education/career development purposes must be approved by the employee's supervisor as necessary to the maintenance or improvement of the level of the employee's work in the position he/she currently holds or to the employee's career advancement with the Employer, providing that the employee's absence will not significantly affect the functioning of the department.

Request for leave only should be submitted in the same manner as requests for financial assistance. Employees who have completed three (3) months of regular service, are allowed up to five (5) days paid educational leave per calendar year, pro-rated for part-time employees. The minimum absence period for educational leave is one (1) hour depending upon operational needs as determined by the supervisor. Time off for internal and external courses will be charged to educational leave, subject to the limitations stated above. Educational leave may not accrue from year to year nor may it be used as terminal leave. Such leave may not be utilized on other than scheduled work days.

17.6 EDUCATION REQUIRED BY THE EMPLOYER

If the Employer requires an employee to attend a specific course of training, the cost of the course will be borne by the Employer. Time spent in attendance at the course will be considered hours worked.

17.7 ADDITIONAL LICENSE

Employees required to be licensed and/or certified in more than one (1) legal jurisdiction because of job requirements will have the additional license and/or certification paid for by the Employer. This requirement will not apply when the additional license/certification is needed because an employee elects to fill two (2) separate jobs in different jurisdictions.

If an employee needs to obtain additional license because he/she bumps into a different jurisdiction (per the provisions of Article 2 and/or 19) or because an employee is required to transfer to a new jurisdiction as a result of restructuring, the Employer will pay the initial cost of the new license.

17.8 CERTIFICATION OR EXAMINATIONS

Employees may use their Financial Assistance funds in 17.3 above for the purpose of sitting for certification, and/or examinations related to certification, which are relevant to their current jobs, or are relevant to other jobs within the organization for which they are qualified, or for which they might reasonably be expected to become qualified.

17.9 SUPPLEMENTAL FUNDS FOR DEGREE RELATED COURSES

Employees who are enrolled in accredited colleges or universities, who can provide annual proof that they are actively pursuing degrees (AA, BA, BS, etc.) that are business or health care related, and who have exhausted the funds described in 17.3 above while taking accredited degree-related courses shall be provided up to an additional \$300.00 annually for such courses. Supplemental funds may only be received during the year(s) in which the course is begun or completed.

Employees wishing to utilize such funds must apply in writing to the Human Resources Department, and must specify that they seek to access these supplemental funds.

17.10 RENEWAL OF LICENSES OR CERTIFICATIONS

When demonstrated organizational requirements, organizational unresponsiveness to employee, or hold-ups caused by the licensure, accrediting, or regulatory agency prevent an employee from obtaining/renewing required licenses or certification in the time frame required for continuing to work in his/her position, the employer will provide continued work for the employee in an area that doesn't require him/her to be licensed or certified.

ARTICLE 18 SAFETY AND HEALTH

18.1 OCCUPATIONAL SAFETY AND HEALTH

The Employer will provide protective clothing and equipment for bargaining unit employees as required by federal, state and local regulations. The Employer assures safe and healthful working conditions free from recognized hazards that might cause injury or death to staff members in

employment throughout its medical centers and offices. Please refer to national agreement on workplace safety, including the section on integrated disability management.

All staff members have the right and duty to bring unsafe conditions to the attention of management. No staff member may be discharged or discriminated against in any way for filing safety and health complaints or otherwise exercising their rights under the Act.

18.2 TESTING AND INOCULATIONS

To protect the health and safety of employees and patients, employees with member contact may be required to have, or may be offered, medical test and/or inoculations in conformance with health care industry standards and practices. If such tests and/or inoculations are required by the Employer, they will be provided at no cost to the employee.

ARTICLE 19 SUBCONTRACTING

If the subcontracting of work would result in the loss of jobs by bargaining unit employees, the Employer must notify the Union of its intentions at least ten (10) weeks in advance of such job loss. At the Union's request, the parties will meet to discuss the Employer's decision, and the Union will be given the opportunity to propose alternatives.

The Employer and the Union will work together to try and place laid off employees in alternative positions in the company. If an employee is placed in an alternative position which is lower graded than his/her current position, that employee would not suffer a reduction in pay, although he/she would be placed in the proper pay scale, where possible. If an employee's pay exceeds the top step of the pay scale, that employee's pay would remain "frozen" until it fits within the scale again. At that point, normal pay increases would resume. If an employee's pay is lower than the top rate, he/she would remain "off step" until his/her next step increase date, at which time he/she would be moved to the next higher step. In the meantime, he/she would receive normal across the board increases per this Agreement.

The Employer will provide Career Counseling and Job Search Training to interested employees.

Please also see the national agreement and its exhibit on subcontracting.

ARTICLE 20 MISCELLANEOUS

20.1 SECURITY LOCKERS AND COAT SPACE

Employer will work with facilities to find secure space for personal belongings (e.g. purse) and space to hang coats. As much as possible, and within current space constraints of existing facilities, this will be within the department. The Employer assumes no liability for loss of employee's personal affects in any location.

20.2 CURRENT EMPLOYEE ADDRESS/PHONE NUMBER

It is the responsibility of each and every employee to keep the Human Resources Department and his/her supervisor informed of his/her latest address and telephone number. Any attempts to reach an employee at the telephone number provided at the time of employment or as changed in a subsequent personnel action, shall constitute proper notice.

20.3 PURCHASING OF EQUIPMENT AND SUPPLIES

The Employer agrees to consider the source of manufacture of equipment and supplies and will attempt to purchase those items which are made in the U.S.A. provided all other factors are equal. The Union encourages employees to give the same considerations as well as to union-made products when making purchases. In no event will this matter be considered a subject of bargaining or subject to the grievance procedures or restrictive of the Employer's right to purchase any item from any source.

20.4 UNIFORMS

Professional uniforms meant for office practice are acceptable. Clothing meant for the O.R. is generally not acceptable, except with supervisory approval. It is the joint responsibility of the supervisor and the employees on the team to ensure that the attire worn presents a professional image.

Colored uniforms are acceptable as appropriate attire, as long as they are neat, clean, and professional in appearance. Therefore, the use of colored uniforms should not be considered a violation of the dress code policy.

ARTICLE 21 JOB EVALUATION

A joint job evaluation committee, consisting of labor and management co-leaders and up to two (2) representatives (and up to two (2) alternates) from each party, will review the job descriptions and revisions of all bargaining unit jobs. No committee member may review, evaluate, or deliberate on his/her own job description. The committee's review shall be made on the basis of internal equity, industry standards, relevant community labor market data, and any pertinent scope of practice regulations (see national agreement on scope of practice). The committee will seek input on job descriptions from bargaining unit members as needed. The committee will be supported by internal and/or external compensation professionals as needed. Please also refer to the national agreement on union representation of new positions.

The committee will report to the Union and the Employer within two (2) weeks of reaching their conclusions. The Employer and the Union will make a decision within twenty (20) days of receiving these conclusions. In making decisions the Employer and Union will consider internal equity, industry standards, labor market data and the financial impact on the organization.

If both the Union and the Employer agree to a modification in grade for a position, that modification shall be made, and the Union and Employer will discuss the effect of the grade change on the individuals currently in that job classification.

Employees whose wages are in excess of those established in the classification system will be red-circled at their present wage rate until such time as the wages for that job classification equal the red-circled employees' rate of pay.

Any disputes may be appealed to Step 2 of the grievance process as defined in Article 12. If there is no mutual agreement at Step 2, the parties may go to arbitration or may seek a mutually agreeable expert in the compensation field (with the costs of such expert to be shared by the parties) to review the issue. The decision of the parties, arbitrator, and/or outside expert will be based upon internal equity, labor market data, and industry standards.

Notebooks with job descriptions will be placed in the administrative office at each center and made available to bargaining unit employees.

ARTICLE 22 HEALTH AND WELFARE BENEFITS

22.1 HEALTH INSURANCE

All regular full-time and part-time employees covered by the Agreement are entitled to Health Insurance offered by the Employer. Employees covered under this Agreement will participate in the Health Plan Cost Sharing plan (on a pre-tax basis) which covers non-represented employees in the Mid-Atlantic States Region. Such employees will participate in the Plan on the same basis as other covered employees. If the Employer modifies the Health Plan Cost Sharing Plan for other covered employees, such changes will also take effect for employees in this bargaining unit

However:

- a) If premiums decrease in any given year, the employee premium shall also be reduced (no limit on the decrease).
- b) If premiums increase in any year, the employee increase is capped at 5% per year during the term of this Agreement.
- c) All other Co-pays shall remain the same during the term of this Agreement.

The parties recognize that the exact structure of the health benefits packages offered to employees may vary from year to year. When changes to health coverage levels are mandated by Carriers, the Employer will implement such changes upon notification to the Union and to the affected employees. The Employer will not implement such changes for employees in this bargaining unit without also implementing the same changes for other employees.

Employees with health coverage through Kaiser Permanente who work in the Behavioral Health Services (mental health) department are eligible to elect supplemental mental health insurance coverage which allows them to obtain some services outside the KP program. The premiums for the insurance program shall be paid by the Employer. Current employees shall be allowed one (1) month after the ratification of this agreement to sign up for this coverage. Newly hired or transferred employees shall be allowed one (1) month after employment in an eligible position to sign up for the coverage. The details of the coverage are available in a separate plan description.

22.2 LIFE INSURANCE

The Employer will provide each full-time employee covered by this Agreement with group term life insurance in an amount equal to one (1) times the employee's annual salary rounded to the next highest thousand. In addition, each employee may purchase additional contributory term life insurance in the amount of an additional one (1) or two (2) times annual salary.

22.3 PENSION PLAN

All regular employees covered by this Agreement are eligible to participate in the defined-benefit, Kaiser Permanente Mid-Atlantic Employees Pension Plan (KPMEPP) after twelve (12) months of service. The plan is employer-paid and provides a definite guaranteed monthly income upon retirement based on length of service and pay level (1.4% of final average pay times years of

credited service) once the vesting requirement (or age 65 requirement) is satisfied. A full description of the plan is contained in a separate summary plan description distributed to all employees and a plan document is available for employee inspection.

The Employer will ensure that pension information in the Summary Plan Description (SPD) is accurate and current, and will work to ensure that the SPD is as clear and understandable as possible. In addition, the Employer will offer annual informational sessions regarding the pension plan and tax sheltered annuity (TSA) to bargaining unit staff in each Service Area. The sessions will be advertised to staff at least two (2) weeks in advance. Refer to the National Agreement for additional information.

Longevity steps are included in the calculation for pension purposes.

22.4 DENTAL PLAN

A dental plan will be offered fully employer-paid for full-time employees and pro-rata for part-time employees, 20 hours or more a week. The benefits will cover 80% of reasonable and customary fees for basic services and 60% of reasonable and customary fees for prosthodontics services up to \$1,500 per calendar year per covered individual. The plan will cover employees and eligible dependents following six (6) months service.

Dependent children up to age 18 will be covered for fifty percent (50%) of reasonable and customary orthodontic charges up to a one thousand five hundred dollars (\$1,500) lifetime maximum benefit per child.

22.5 DISABILITY INSURANCE

(a) Long-Term Disability

Permanent full-time and part-time (twenty (20) or more hours per week) employees with one (1) year of continuous service are eligible to participate in the Disability Insurance program offered by the Employer. Should this program be modified so as to permit participation by permanent employees with less than one (1) year of continuous service, such employees will then be eligible to participate. The Long-Term Disability Program will pay an employee who is unable to work because of illness or injury fifty percent (50%) of his/her normal wages.

(b) Short-Term Disability

Employees working twenty (20) or more hours per week will be enrolled in a Short-Term Disability Program. The Employer will pay the cost of this program. Newly hired employees will be enrolled the first of the month following their date of hire. The Short-Term Disability Program will pay an employee who is unable to work because of illness or injury fifty percent (50%) of his/her normal wages. There is a thirty (30) day waiting period from the onset of the disability before benefits are payable.

Benefits are payable for up to six (6) months from the onset of disability or until the end of disability, whichever occurs first. All accrued sick leave must be used before disability payments will commence.

Employees who are covered by this plan should consult their Summary Plan Description for more details on plan benefits and restrictions.

22.6 POST-RETIREMENT HEALTH COVERAGE

Employees who qualify for retirement under their pension plan, and who have fifteen (15) or more years of credited service with Kaiser Permanente are eligible to receive post-retirement health coverage. [Please see the National Agreement for details.] The retiree must obtain and retain Medicare Part B coverage at his/her own expense. The supplemental coverage will continue for the life of the retiree. The retiree may elect coverage under the options offered to employees. If the option selected has a higher premium than Kaiser Permanente coverage, the retiree will pay the difference in premium.

22.7 PART-TIME BENEFITS

Part-time employees shall receive benefits based upon scheduled hours, as outlined in this Agreement. However, if in any twenty-six (26) week period an employee is paid additional hours beyond the normal schedule such that the employee averages more hours than their regular schedule, the employee's status for benefits accrual purposes shall be adjusted upward to reflect such additional hours. This adjustment shall be for a period of twenty-six (26) weeks and shall be applied prospectively only. The Employer shall recalculate insurance premiums and leave accruals for existing benefits. The addition of new benefits shall be done only at the specific request of the employee.

Benefits shall be adjusted at four (4) hour intervals (i.e. 20, 24, 28, 32, 36, 40). An employee must meet or exceed one (1) of these intervals of hours paid to have his/her benefits adjusted up to that level. The employee is responsible for initiating the request and supplying a copy of the documentation to be reviewed.

22.8 TAX SHELTERED ANNUITY

The Employer will make its Tax Sheltered Annuity (TSA) plan available to all employees covered by this National Agreement. Refer to the National Agreement for further information. The Employer shall make no contribution to such plan.

22.9 DEPENDENT CARE REIMBURSEMENT PROGRAM

The Employer will offer a Dependent Care Reimbursement Program to employees working twenty (20) or more hours per week. This program, subject to IRS regulations, will allow employees to take tax-exempt payroll deductions to cover dependent care expenses, such as payments to day care centers, nursery schools and adult dependent care centers.

ARTICLE 23 COMPLIANCE

The Employer and the Union agree that there shall be no employment discrimination on the basis of race, sex, color, religion, age, sexual orientation, marital status, creed, national origin, disabled veteran, veterans of the Vietnam era or disability, as defined by Federal and State/Jurisdictional statutes. The parties further agree that they will take such affirmative action as may be necessary to ensure equality of opportunity in all aspects of employment and to be in accordance with the Employer's Affirmative Action programs. Employees who feel that they have been discriminated against may file a grievance through the Union or may file a complaint through the EEO Manager in the Compliance Department, the compliance officer, or national compliance (888/774- 9100). They may also take their concerns to other members of management, or to the Employer's legal department.

23.1 COMPLIANCE INVESTIGATIONS

All issues raised to regional or national compliance are investigated, and all investigations are kept confidential. Persons reporting concerns to compliance will hear back if their concerns are substantiated or unsubstantiated.

23.2 AMERICANS WITH DISABILITIES ACT

Implementing "reasonable accommodations" as required under the Americans with Disabilities Act may require the Employer to take action which conflicts with other provisions of this Agreement. Prior to taking such action, the Employer will consult with the Union.

23.3 EXECUTIVE ORDERS

The provisions of Executive Order No. 11246 and applicable provisions of Title VII of the Civil Rights Act of 1964 are incorporated herein by reference.

ARTICLE 24 SHOP STEWARDS

24.1 SHOP STEWARDS

The Employer recognizes that the role of the shop steward is critical to a successful collective bargaining relationship. Mutual respect between management staff and the shop steward is a key element of that relationship. The Employer further recognizes shop stewards are protected under federal law while engaged in certain union activities. The parties hereby affirm their commitment to work together constructively to solve problems to reach mutually agreeable solutions when differences arise.

24.2 TIME OFF FOR UNION ACTIVITIES

- (a) Shop stewards shall be allowed reasonable time off without loss of pay to attend investigations, corrective action meetings, grievance meetings, joint labor-management meetings, and meetings with management.
- (b) Authorized representatives of the Union shall be allowed time off without loss of pay to attend any meeting called by the Employer.
- (c) Such time off must be requested as far in advance as possible and approved by the immediate supervisor.
- (d) Supervisors shall make reasonable efforts to provide flexible schedules for shop stewards who ask to leave work early to attend quarterly union meetings. Shop stewards are expected to make arrangements well in advance of the meeting dates.
- (e) Shop stewards will have four (4) hours per month of paid time to participate in training activities. The training time from one month can be combined with the training time from another month to do an eight (8) hour training.

24.3 TASK FORCE COMMITTEE

There shall be a permanent Task Force Committee composed of the Chief Shop Steward, two (2) other representatives of the Union and the Human Resources Manager (or his/her designee) and two (2) other representatives of the Employer. The Committee shall meet on a quarterly basis. The Task Force Committee can suggest to the Employer and the Union methods to share values of the partnership with employees, to improve working relationships between employees and supervisors, to deal with customer service issues, to improve education programs, to deal with abuses of sick leave, and to discuss any other issues the parties agree upon. A meeting of the Task Force may be called by either the Chief Shop Steward or the Human Resources Manager (or his/her designee).

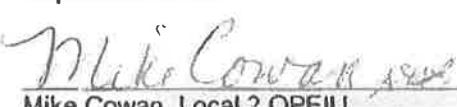
24.4 LAYOFF OF SHOP STEWARD

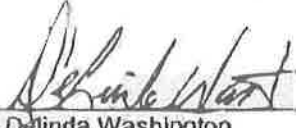
In the event of a layoff, layoff due to subcontracting, or involuntary transfer, the Shop Steward shall be the last employee affected in his/her job classification at that location. Shop Stewards will not be subject to bumping by other bargaining unit employees for any reason.


**ARTICLE 25
DURATION AND RENEWAL**

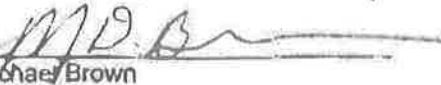
This Agreement shall become effective October 1, 2015 and shall remain in full force and effect until December 15, 2019 and from year to year thereafter unless either party gives notice to the other ninety (90) days prior to the expiration date by Certified Mail of its desire to terminate this Agreement. See Section 3D of the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions for additional language.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of September 2015.


Mike Cowan, Local 2 OPEIU
Secretary-Treasurer


Delinda Washington
Vice President, Human Resources


Linda Bridges, Local 2 OPEIU
1st Vice President


Michael Brown
Senior Director, Human Resources


Heidi Veltman
VP, NOVA Service Area

Contract Negotiation Committee Members

Labor

Sandy Smith
Rose Meushaw
Juanita Bowman-Rose
Lisa Cornelius
Kimberly Greene
Katrina Schaetz

Management

Charlene Yates
Heidi Veltman
Adina Adas
Stacey Garnett
Allen Jett
Ryan Logan
Jason McCarthy
Carla Wolfner

APPENDIX A INVOLUNTARY TERMINATION (DISMISSAL)

In the event an employee violates any policies of the Employer, and/or commits any of the following actions, the employee's services may be subject to immediate, involuntary termination for cause without warning, and without benefit of notice or pay in lieu of notice:

Falsification of any document or record

Walking off the job without notice

Direct or tacit refusal to comply with a supervisor's instructions or perform a job assignment (after at least one written warning and/or suspension)

Failure to properly render service to a patient, when such service is within the regular and/or reasonable scope of employee's duties, or is required in a bona fide emergency

Use, or unauthorized possession of intoxicants, drugs or similar substances while on company premises without written medical or administrative approval

Being under the influence of alcohol or drugs or similar substances while on company premises (after at least one written warning)

Use, or possession, of a weapon on company premises

Misappropriation, unauthorized possession or misuse of property belonging to the company, or any employee, patient, or visitor

Unauthorized possession, misuse, reading or copying of confidential documents or records, or disclosure of information of such records to unauthorized persons

Threatening, intimidating or coercing of another employee, patient, or visitor -- including verbal or physical altercations or related disorderly misconduct

Any illegal act or conduct on company premises

Conviction of a crime involving moral turpitude

Any act or conduct which is seriously detrimental to patient care, or any other company operations or activities (not to conflict with any professional policy on competence and conduct which would take precedence for those covered under such a policy).

The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the organization or any other conduct detrimental to the organization, its employees or the employee/employer

Other gross misconduct

The preceding rules and regulations are listed for the convenience of the employees and do not preclude the Employer from establishing other rules or regulations in accordance with the provisions of the Agreement.

CURRENT JOB TITLES 2015

GRADE 2

Transporter
Laboratory Aide
Pharmacy Clerk
Operating Room Assistant

Supply Assistant
Regional Laboratory Aide
Pharmacy Clerk Bilingual
Pharmacy warehouse worker

GRADE 3

MSSC Department Clerk
Regional Access Service Control clerk
Claims Clerk
Claims Data Entry Clerk
Department Assistant
Health Information Mngt Assistant
Imaging Services Assistant
Pharmacy Tech 1
Physical Therapy Aide
Call Center Control Desk Clerk
Vision Services Assistant 1
Dept-Word Processor Assistant
Physical Therapy Receptionist

Receptionist Bilingual

Claims Mail/Imaging Clerk
Document Mngt Clerk
Imaging Department Clerk
Laboratory Clerk
Logistics Driver
Receptionist
Switchboard Receptionist

GRADE 4

Anesthesia Technician
Claims Processor
Documentation Preparation Indexer
Intake Scheduler
Regional Lab Specimen Processor
Administrative Assistant 1
Bone Health Patient Services Rep
Breast Health Associate
Pharmacy Inventory Technician
Sr. Health Information Assistant
Pre-surgical Testing Assistant
Physical Therapy Assistant ck grade
Pharmacy Tech 11 bilingual
Mammography Tracking Rep
Clinic Assistant Bilingual

Call Center Paging Operator
Clinical Assistant
Facility Services Assistant
Lab Specimen Processor
Mental Health Assistant
Phlebotomist
DIS Patient Services Rep
Pharmacy Tech 11
Breast Health Associate
Teleservices Representative
Unit Assistant
Vision Services Assistant 11
Support Services Processor
Cardiovascular Technician
Teleservices Rep Bilingual

CURRENT JOB TITLE LIST 2015

GRADE 4 (Cont:)

Specialty Appointment Clerk
HIMS Data Quality Asst (Deleted)
Accounts Payable Processor I
TSR/Telemedicine Support
Central Supply Tech
Enrollment Processor
Int Travel Teleservices Rep
Data Clerical Women Hlth Assistant
Clinical Assistant

Clinical Pharmacy Tech 11
Lead Vision Svcs Assistant
Mammography Clerk
Hearing Center Assistant
Urgent Care Technician

Quality Data Admin Asst

GRADE 5

Adjustment Processor
Cardiovascular Technician
EEG Technician
GI Endoscopy Technician
Medical Lab Assistant (BLS)
Lead Pharmacy Technician
Medical Transcriber
Ophthalmology Assistant 1
Patient Financial Services Representative
Sr. Claims Processor
Sr. Quality Data Assistant
Sr. Pharmacy Admixture Technician
Lead HIMS Quality Assurance Technician
Sr Health Management Assistant 11613
Manufacturing Opticians
Material Coordinator Regional Lab
Pharmacy Optifill Technician

Allergy Technician)
Cash Receipts Assistant
Eligibility Verification Processor
Histology Assistant
Lead Document Preparation Indexer
Lead Teleservices Representative
Lead Specialty Appointment Clerk
Orthopedic Technician
HIMS Quality Assurance Technician
Sr. Pharmacy Admixture Assistant
Surgery Scheduling Representative 1
Regional Medical Lab Assistant
Lead Pharmacy Technician
Sterile Processing Technician
Material Coordinor
Lead Customer Ser/stock room

GRADE 5CC

Certified Professional Coder 1
Member Service Representative
Member Service Telephone Rep 11

Grade 5CR

Customer Service Telephone Rep

CURRENT JOB TITLES AND GRADES 2015

GRADE 6

VA Clinical Pharmacy Tech drug use

Accounts payable Processor 11
 EEG Technologist
 Group Representative
 Lead Orthopedic Technician
 Clinical Call Center LPN
 Medical Lab Technician
 Medical Transcriptionist
 Referral Management Assistant- 1
 Case Management Assistant
 Radiology Referral Mgmt Asst
 Lead License Practical Nurse
 Sr. Services Continuing Care Assistant
 Behavior Health Referral Management Asst
 Certified Professional Coder 2

Cash Receipts Technician
 Group Database Assistant
 Lead Medical Transcriber
 Licensed Practical Nurse
 DME Benefit Coordinator
 Quality Assurance Technician Lead
 Provider Management Scheduler
 RMA Emergency care management
 Histology Technician
 Hepatitis C LPN Coordinator
 Sr. Surgery Scheduling Rep II
 Community Navigator
 Call Center Lab Call Back LPN
 Lead Sterile Processing Tech

SUPPLEMENTAL SCALES-All BLS except /Referral Mngt

Cardiology Technologist O6C
 CT Technologist O6S
 MRI Technologist O6S
 Mammography Technologist O6M
 QC Lead Mammography Technologist 6ML
 Diagnostic Medical Sonographer O6T
 Radiology Technologist O6R
 OB/Nuchal Sonographer Technologist O6T
 Lead OB/Nuchal Sonographer Technologist 6TL
 Echocardiogram Technologist O6S
 Nuclear Medicine-PET Technologist O6T
 Ld RMA Emergency Care Mngt 6DL
 Ld Referral Mgmt Asst-Referral 6DL
 Ophthalmology Technician 6OT
 Ophthalmology Assistant II 6OA
 Lead Ophthalmology Tech 6OL
 Certified Professional Coder 4 O6R
 Dispensing Optician Apprentice 6OA
 Lead Licensed Dispensing Optician 6OL
 Lead Echocardiogram Technologist 6SL
 Licensed Dispensing Optician 6OT
 Non Licensed Dispensing Optician 6OA
 Registered Vascular Technologist O6T
 DC Diagnostic Medical Sonographer Pediatric Cardiology O6T

Bone Density Technologist 6RL
 QC Lead CT Technologist 6SL
 QC Lead MRI Technologist 6SL
 QC Lead Sonographer 6TL
 QC Lead Radiology Tech 6RL
 Surgical Technologist 6OR
 Respiratory Therapist 6C
 Sleep Apnea Technician 6C
 Physical Therapy Assistant 6P
 Polysomnographic Technologist 6OC
 Ld Surgery Scheduling Rep 6DL
 Surgical First Assistant O6U
 Sr. Svcs Transition Coordinator 6OA
 VA Mohs Histotechnician O6D
 Certified Professional Coder 2 6OA
 Certified Professional Coder 3 06

 Member Service Coordinator O6R
 Tumor Registry Coder O6R
 Revenue Integrity Coding Anal O6R
 Breast Imaging Specialist O6S
 QC Ld Breast Imaging Specl 6SL
 Intervention Radilological Tech

CURRENT JOB TITTLES AND GRADES CONTINUED

SUPPLEMENTAL SCALES CONTINUED

CT Nuclear Medicine/Pet,CT 06T
QC LD Nuclear Med Pet/CT 6TL
Appeals Jobs

Member Service Coordinator
HICT

DIFFERENTIAL JOBS

Lead Practical Nurse \$1.00(BLS)
Lead Referral Management Asst \$1.00
Lead Bench Surfacing Manufacturing Optician

Ld Surgery Scheduling Rep \$1.00
Ld Referral Mgt Asst Hotline \$1.00
Ld Customer Service Asst/stock

OPEIU INACTIVE JOB TITLES 2015

REVISED March 7, 2016

GRADE 2

AMBULATORY SURGERY ORDERLY-renamed

Supply Assistant

Regional Lab Aide

GRADE 3

MSSC Department clerk

Department Word Processor Assistant

Membership accounting processor-renamed

Regional Access Control clerk

Department Assistant

Imaging Department Clerk

Laboratory Clerk

Bone Health Driver

Ware House Worker

Call Center control desk clerk

Receptionist Bilingual

GRADE 4

Pre surgical testing assistant

Regional Lab Specimen processor

Lab Specimen Processor

Unit Assistant

Vision Services Assistant-renamed

Pathology Assistant

Breast Health Associate-renamed

GRADE 4 CONTINUED

Pathology Lab assistant

Lab clerk

PUVA Technician

Support Services Processor

Enrollment Processor-renamed and upgraded

HIMs Data Quality Assistant

TSR/Telemedicine Support

Surgical Instrument Technician-renamed

Int travel Teleservice Rep

Facility Services Assistant

Accountspayable Processor 1

INT Travel Teleservice Rep

Pharmacy Tech 11 Support staff

Facility Service Assistant

Secretary

Central Supply Tech

Quality Data Admin Assistant

Sterile Processing Tech—now a grade 5

Cardiovascular Tech 1

GRADE 5

Eye Wear Consultant

Allergy Technician

Lead Specialty Appointment Clerk

Lead Teleservice Rep

Medical Transcriber-upgraded to grade 6

Sr Quality Data Assistant

Allergy Technician

Surgery Scheduling Rep 1

GRADE 5CC

Member Services Telephone Rep-renamed- new grade

Lead Member Service Telephone Rep 5CL

Customer Engagement Resource Specialist-renamed and new grade

Lead Customer Service Reps

GRADE 6

Accounts payable Processor11

Quality Team Coach

Referral Management Assistant-Hotline renamed

DIFFERENTIALS \$1.00

Lead Customer Engagement Resource Specialist-renamed

SUPPLEMENTAL SCALES

Cardiology Technologist O6C

SNF Placement Coordinator renamed? 6OA

Lead Referral Management Assistant Hotline-renamed 6DL

Dispensing Optician Apprentice 6OA

Skilled Nursing Home Coordinator 6OA

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION												
OPEIU LOCAL 2												
WAGE SCALES												
OCTOBER 04, 2015 - OCTOBER 01, 2016												
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	LONGEVITY STEPS *
GRADE 2 REGULAR	15,685.77	16,160.00	16,645.00	17,151.46	17,669.47	18,203.18	18,753.25	19,319.18	19,902.32	20,503.00	21,121.86	21,759.18 22,415.62 23,091.8
GRADE 3 REGULAR	32,626	33,613	34,629	35,675	36,752	37,863	39,007	40,184	41,397	42,646	43,933	45,259 46,624 48,031
GRADE 4 REGULAR	17,349.7	17,873.9	18,413.8	18,969.5	19,542.6	20,132.3	20,740.0	21,365.8	22,010.4	22,674.2	23,358.2	24,062.6 24,788.2 25,535.5
GRADE 5 REGULAR	36,087	37,178	38,301	39,457	40,649	41,875	43,139	44,441	45,782	47,162	48,585	50,050 51,559 53,114
GRADE 6 REGULAR	19,132.3	19,709.9	20,304.9	20,918.0	21,549.0	22,199.0	22,868.9	23,558.8	24,269.2	25,000.9	25,754.6	26,530.9 27,330.5 28,154.0
GRADE 7 REGULAR	39,795	40,997	42,234	43,509	44,822	46,174	47,567	49,002	50,480	52,002	53,569	55,184 56,847 58,560
GRADE 8 REGULAR	20,469.1	21,087.0	21,723.2	22,378.5	23,053.5	23,748.6	24,464.9	25,202.6	25,962.5	26,745.1	27,551.1	28,381.2 29,236.4 30,117.1
GRADE 9 REGULAR	42,576	43,861	45,184	46,547	47,951	49,397	50,887	52,421	54,002	55,630	57,306	59,033 60,812 62,644
GRADE 10	21,755.82	22,408.79	23,081.3	23,774.08	24,487.59	25,222.51	25,979.48	26,759.16	27,562.23	28,389.39	29,241.36	30,118.9 31,022.76 31,953.73
MEM SVCS TEL REP I ONLY	45,252	46,610	48,009	49,450	50,934	52,463	54,037	55,659	57,329	59,050	60,822	62,647 64,527 66,464
GRADE 5CC												
MEM SVCS TEL REP II ONLY												
Cust Engag Resou Splct	23,255.8	23,908.8	24,581.3	25,274.1	25,987.6	26,722.5	27,479.5	28,259.2	29,062.2	29,889.4	30,741.4	31,618.9 32,522.8 33,453.7
Ld CER Specialist	48,372	49,730	51,129	52,570	54,054	55,583	57,157	58,779	60,449	62,170	63,942	65,767 67,647 69,584
GRADE 5CR	22,112.8	22,765.8	23,438.3	24,131.1	24,844.6	25,579.5	26,336.5	27,116.2	27,919.2	28,746.4	29,598.4	30,475.9 31,379.8 32,310.7
MEM SVCS TEL REP I ONLY	45,995	47,353	48,752	50,193	51,677	53,205	54,780	56,402	58,072	59,792	61,565	63,390 65,270 67,206
GRADE 6 REGULAR	21,911.7	22,572.9	23,253.7	23,943.5	24,658.8	25,409.4	26,175.2	26,964.1	27,776.5	28,613.6	29,475.8	30,363.7 31,278.3 32,220.3
GRADE 6M	29,842.9	30,591.1	31,361.8	32,157.1	33,246.7	34,238.8	35,265.9	36,328.7	37,432.8	38,566.9	39,776.5	40,640.7 41,736.7 42,865.7
MAMMOGRAPHY TECGLST	62,073	63,630	65,233	67,157	69,153	71,217	73,353	75,564	77,860	80,219	82,319	84,533 86,812 89,161
GRADE 6P												
PHYSICAL THERAPIST ASSISTANT	25,670.9	26,444.6	27,241.6	28,182.1	29,155.0	30,161.5	31,666.9	32,278.9	33,392.8	34,544.7	35,736.3	36,812.1 37,920.1 39,061.4
GRADE 6R	53,395	55,005	56,663	58,619	60,642	62,736	65,867	67,140	69,457	71,853	74,332	76,569 78,874 81,248
RAD TECHNOLOGIST	27,645.1	28,393.4	29,164.0	30,090.4	31,048.9	32,041.0	33,067.9	34,130.7	35,230.4	36,369.0	37,378.7	38,419.0 39,490.6 40,594.2
GRADE 6S	57,502	59,058	60,661	62,588	64,582	66,645	68,781	70,992	73,279	75,648	77,748	79,912 82,140 84,436
CT & MRI TECHNOLOGIST	31,417.79	32,279.33	33,166.7	34,093.03	35,051.4	36,043.62	37,070.71	38,133.13	39,232.85	40,371.31	41,501.5	42,665.49 43,864.39 45,099.25
GRADE 6U	65,349	67,141	68,987	70,914	72,907	74,971	77,107	79,317	81,604	83,972	86,323	88,744 91,238 93,806
SURGICAL ASSISTANT ONLY	32,852.3	34,307.3	35,762.3	36,191.8	37,477.6	38,932.5	40,387.5	41,842.4	43,177.9	44,632.8	45,947.3	47,236.0 48,563.3 49,930.5
GRADE 6T	68,333	71,359	74,386	75,279	77,953	80,980	84,006	87,032	89,810	92,836	95,570	98,251 101,012 103,855
SONOGRAPHER/NUCHAL/NUCLEAR MED TECGLST	36,914.1	37,929.2	38,976.7	40,057.6	41,173.2	42,324.7	43,513.3	44,740.3	46,007.2	47,315.3	48,666.1	50,061.1 51,502.0 52,990.3
	76,781	78,893	81,072	83,320	85,640	88,035	90,508	93,060	95,695	98,416	101,225	104,127 107,124 110,220

		OPEIU, LOCAL 2 WAGE SCALES OCTOBER 04, 2015 - OCTOBER 01, 2016														LONGEVITY STEPS *				
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	AFTER 15 Years Step 12	AFTER 20 Years Step 13	AFTER 25 Years Step 14						
GRADE 6C																				
SLEEP APNEA TECH, PSG TECH, CARDIOLOGY TECGLST, & RESPIRATORY THERAPIST	29.45493 61,266	30.34232 63,112	31.2563 65,013	32.21029 66,997	33.19755 69,051	34.21954 71,177	35.27743 73,377	36.37173 75,653	37.50444 78,009	38.67706 80,448	39.84116 82,870	41.04006 85,363	42.27493 87,932	43.5468 90,577						
GRADE 60A																				
NON-LICENSED OPTICIAN, OPTICIAN APPRENTICE SR SVCS TRANSITION CRD HOME CARE/HOSP TRAN CRD OPHTHALMOLOGY ASST. II	24.2609 50,463	24.9959 51,991	25.7473 53,554	26.7922 55,728	27.8537 57,936	28.9811 60,281	30.1402 62,692	31.3492 65,206	32.6064 67,821	33.9295 70,573	34.9422 72,680	35.9941 74,868	37.0776 77,121	38.1936 79,443						
GRADE 60T																				
OPHTHALMOLOGY TECH & LICENSED OPTICIAN,	27.2477 56,675	28.0159 58,273	28.8175 59,940	29.7694 61,920	30.7546 63,970	31.7732 66,088	32.8253 68,277	33.9273 70,569	35.0629 72,931	36.2319 75,362	37.2672 77,516	38.3889 79,849	39.5442 82,252	40.7342 84,727						
GRADE 60R																				
SURGICAL TECHNOLOGIST	21.9278 45,610	22.3214 46,428	22.8274 47,481	23.5159 48,913	24.2251 50,388	24.9553 51,907	25.7075 53,472	26.4823 55,083	27.2807 56,744	28.1028 58,454	28.9494 60,215	29.8216 62,029	30.7199 63,897	31.6452 65,822						
* Longevity Steps will be awarded when (1) an employee has reached those years of services with KP-MAS, and (2) that employee has progressed to the "after 10 year" rate in their grade.																				

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION														
OPEIU, LOCAL 2														
WAGE SCALES														
OCTOBER 02, 2016 - SEPTEMBER 30, 2017														
GRADE	START RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 6 YEARS	AFTER 7 YEARS	AFTER 8 YEARS	AFTER 9 YEARS	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS	AFTER 25 YEARS
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
GRADE 2	15.99949	16.48323	16.9815	17.49449	18.02286	18.56724	19.12831	19.70557	20.30037	20.91305	21.5443	22.19437	22.86394	23.55359
REGULAR	33,279	34,285	35,321	36,389	37,488	38,620	39,787	40,988	42,225	43,499	44,812	46,164	47,557	48,991
GRADE 3	17.6967	18.2313	18.7820	19.3489	19.9335	20.5349	21.1548	21.7932	22.4506	23.1277	23.8254	24.5439	25.2839	26.0462
REGULAR	36,809	37,921	39,067	40,246	41,462	42,713	44,002	45,330	46,697	48,106	49,557	51,051	52,591	54,176
GRADE 4	19.5150	20.1041	20.7110	21.3363	21.9800	22.6429	23.3263	24.0300	24.7545	25.5009	26.2696	27.0615	27.8771	28.7171
REGULAR	40,591	41,817	43,079	44,380	45,718	47,097	48,519	49,982	51,489	53,042	54,641	56,288	57,984	59,732
GRADE 5	20.8785	21.5087	22.1577	22.8260	23.5145	24.2236	24.9542	25.7067	26.4817	27.2801	28.1021	28.9489	29.8211	30.7194
REGULAR	43,427	44,738	46,088	47,478	48,910	50,385	51,905	53,470	55,082	56,743	58,452	60,214	62,028	63,896
GRADE 5C	22.19093	22.85696	23.543	24.24956	24.97734	25.72696	26.49907	27.29434	28.11347	28.95718	29.82619	30.72127	31.64321	32.59281
MEM SVCS TEL REP I ONLY	46,157	47,542	48,969	50,439	51,953	53,512	55,118	56,772	58,476	60,231	62,038	63,900	65,818	67,793
GRADE 5CC														
MEM SVCS TEL REP II ONLY														
CSR II Incumbents Only														
Cust Engagt Resou Spclst	23.6909	24.3570	25.0430	25.7496	26.4773	27.2270	27.9991	28.7943	29.6135	30.4572	31.3262	32.2213	33.1432	34.0928
Ld CER Specialist	49,277	50,662	52,089	53,559	55,073	56,632	58,238	59,892	61,596	63,351	65,158	67,020	68,938	70,913
GRADE 5CR	22.8479	23.2140	23.9000	24.6066	25.3343	26.0840	26.8561	27.6513	28.4705	29.3142	30.1832	31.0783	32.0002	32.9498
MEM SVCS TEL REP I ONLY	46,900	48,285	49,712	51,182	52,695	54,255	55,861	57,515	59,219	60,973	62,781	64,643	66,560	68,536
GRADE 6	22.3500	23.0243	23.7188	24.4224	25.1591	25.9176	26.6987	27.5034	28.3320	29.1859	30.0653	30.9710	31.9039	32.8647
REGULAR	46,488	47,891	49,335	50,799	52,331	53,909	55,533	57,207	58,931	60,707	62,536	64,420	66,360	68,359
GRADE 6M	30.4398	31.2029	31.9890	32.9328	33.9116	34.9236	35.9712	37.0552	38.1815	39.3382	40.3680	41.4535	42.5714	43.7230
MAMMOGRAPHY TECGLST	63,315	64,902	66,537	68,500	70,536	72,641	74,820	77,075	79,417	81,823	83,965	86,223	88,549	90,944
GRADE 6P														
PHYSICAL THERAPIST	26.1843	26.9735	27.7864	28.7458	29.7381	30.7647	32.3002	32.9245	34.0606	35.2356	36.4511	37.5483	38.6785	39.8426
ASSISTANT	54,463	56,105	57,796	59,791	61,855	63,991	67,184	68,483	70,846	73,290	75,818	78,101	80,451	82,873
GRADE 6R	28.1980	28.9613	29.7473	30.6923	31.6899	32.6818	33.7293	34.8133	35.9350	37.0964	38.1263	39.1874	40.2804	41.4061
RAD TECHNOLOGIST	58,652	60,239	61,874	63,840	65,873	67,978	70,157	72,412	74,745	77,161	79,303	81,510	83,783	86,125
GRADE 6S	32.04614	32.92492	33.83	34.7749	35.75243	36.7645	37.81212	38.89579	40.0175	41.17874	42.33153	43.5188	44.74167	46.00124
CT & MRI TECHNOLOGIST	66,656	68,484	70,366	72,332	74,365	76,470	78,649	80,903	83,236	85,652	88,050	90,519	93,063	95,683
GRADE 6U														
SURGICAL ASSISTANT	33.5094	34.9934	36.4775	36.9156	38.2272	39.7112	41.1952	42.6793	44.0415	45.5255	46.8663	48.1807	49.5346	50.9291
ONLY	69,700	72,786	75,873	76,785	79,512	82,599	85,686	88,773	91,606	94,693	97,482	100,216	103,032	105,932
GRADE 6T	37.6524	38.6878	39.7562	40.8588	41.9967	43.1712	44.3836	45.6351	46.9273	48.2616	49.6394	51.0623	52.5320	54.0501
SONOGRAPHER/NUCHAL/ NUCLEAR MED TECGLST	78,317	80,471	82,693	84,986	87,353	89,796	92,318	94,921	97,609	100,384	103,250	106,210	109,267	112,424

		OPEIU, LOCAL 2 WAGE SCALES OCTOBER 02, 2016 - SEPTEMBER 30, 2017										LONGEVITY STEPS *				
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	AFTER 15 Years Step 12	AFTER 20 Years Step 13	AFTER 25 Years Step 14		
GRADE 6C SLEEP APNEA TECH, PSG TECH, CARDIOLOGY TECGLST, & RESPIRATORY THERAPIST	30.04403 62,492	30.94917 64,374	31.8814 66,313	32.8545 68,337	33.8615 70,432	34.90393 72,600	35.98298 74,845	37.09917 77,166	38.25453 79,569	39.4506 82,057	40.63798 84,527	41.86086 87,071	43.12042 89,690	44.4178 92,389		
GRADE 60A NON-LICENSED OPTICIAN, OPTICIAN APPRENTICE SR SVCS TRANSITION CRD																
HOME CARE/HOSP TRAN CRD OPHTHALMOLOGY ASST. II	24.7461 51,472	25.4958 53,031	26.2622 54,625	27.3280 56,842	28.4108 59,094	29.5607 61,486	30.7430 63,945	31.9762 66,511	33.2586 69,178	34.6081 71,985	35.6410 74,133	36.7140 76,365	37.8192 78,664	38.9575 81,032		
GRADE 60T OPHTHALMOLOGY TECH & LICENSED OPTICIAN,	27.7926 57,809	28.5762 59,439	29.3938 61,139	30.3648 63,159	31.3697 65,249	32.4087 67,410	33.4818 69,642	34.6059 71,980	35.7642 74,389	36.9566 76,870	38.0125 79,066	39.1566 81,446	40.3351 83,897	41.5489 86,422		
GRADE 60R SURGICAL TECHNOLOGIST	22.3663 46,522	22.7678 47,357	23.2839 48,431	23.9862 49,891	24.7096 51,396	25.4544 52,945	26.2216 54,541	27.0119 56,185	27.8263 57,879	28.6648 59,623	29.5284 61,419	30.4180 63,269	31.3343 65,175	32.2781 67,138		
* Longevity Steps will be awarded when (1) an employee has reached those years of services with KP-MAS, and (2) that employee has progressed to the "after 10 year" rate in their grade.																

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION													
OPEIU, LOCAL 2													
WAGE SCALES													
OCTOBER 01, 2017 - DECEMBER 16, 2017													
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	AFTER 15 YEARS Step 12	AFTER 25 YEARS Step 14
LONGEVITY STEPS *													
GRADE 2	16.31948	16.8129	17.3211	17.84438	18.38332	18.93858	19.51088	20.09968	20.70637	21.33131	21.97519	22.63825	23.32121
REGULAR	33,945	34,971	36,028	37,116	38,237	39,392	40,583	41,807	43,069	44,369	45,708	47,088	48,508
GRADE 3	18.0506	18.5960	19.1577	19.7359	20.3321	20.9456	21.5778	22.2290	22.8996	23.5903	24.3019	25.0348	25.7896
REGULAR	37,545	38,680	39,848	41,051	42,291	43,567	44,882	46,236	47,631	49,068	50,548	52,072	53,642
GRADE 4	19.9053	20.5062	21.1253	21.7631	22.4196	23.0958	23.7928	24.5105	25.2496	26.0110	26.7950	27.6027	28.4346
REGULAR	41,403	42,653	43,941	45,267	46,633	48,039	49,489	50,982	52,519	54,103	55,734	57,414	59,144
GRADE 5	21.2960	21.9389	22.6008	23.2826	23.9848	24.7081	25.4533	26.2208	27.0113	27.8257	28.6641	29.5279	30.4175
REGULAR	44,296	45,633	47,010	48,428	49,888	51,393	52,943	54,539	56,184	57,877	59,621	61,418	63,268
GRADE 5C	22.63475	23.3141	24.0138	24.73455	25.47689	26.2415	27.02905	27.84023	28.67574	29.53632	30.42271	31.3357	32.27608
MEM SVCS TEL REP I ONLY	47,080	48,493	49,949	51,448	52,992	54,582	56,220	57,908	59,646	61,436	63,279	65,178	67,134
GRADE 5CC													
MEM SVCS TEL REP II ONLY													
CSR II Incumbents Only													
Cust Engagt Resou Spclst	24.1348	24.8141	25.5138	26.2346	26.9769	27.7415	28.5291	29.3402	30.1757	31.0363	31.9227	32.8357	33.7761
Ld CER Specialist	50,200	51,613	53,069	54,568	56,112	57,702	59,340	61,028	62,766	64,556	66,399	68,298	70,254
GRADE 5CR	22.9918	23.6711	24.3708	25.0916	25.8339	26.5985	27.3861	28.1972	29.0327	29.8933	30.7797	31.6927	32.6331
MEM SVCS TEL REP I ONLY	47,823	49,236	50,691	52,190	53,734	55,325	56,963	58,650	60,388	62,178	64,022	65,921	67,877
GRADE 6	22.7970	23.4848	24.1931	24.9108	25.6623	26.4359	27.2327	28.0534	28.8987	29.7696	30.6666	31.5904	32.5420
REGULAR	47,418	48,848	50,322	51,815	53,378	54,987	56,644	58,351	60,109	61,921	63,787	65,708	67,687
GRADE 6M	31.0486	31.8270	32.6288	33.5915	34.5898	35.6221	36.6906	37.7963	38.9451	40.1250	41.1754	42.2826	43.4229
MAMMOGRAPHY TECGLST	64,581	66,200	67,868	69,870	71,947	74,094	76,316	78,616	81,006	83,460	85,645	87,948	90,320
GRADE 6P													
PHYSICAL THERAPIST	26.7080	27.5129	28.3422	29.3207	30.3329	31.3800	32.9462	33.5830	34.7418	35.9403	37.1801	38.2993	39.4521
ASSISTANT	55,553	57,227	58,952	60,987	63,092	65,270	68,528	69,853	72,263	74,756	77,335	79,663	82,060
GRADE 6R	28.7619	29.5405	30.3423	31.3061	32.3033	33.3355	34.4039	35.5096	36.6537	37.8383	38.8889	39.9712	41.0860
RAD TECHNOLOGIST	59,825	61,444	63,112	65,117	67,191	69,338	71,560	73,860	76,240	78,704	80,889	83,140	85,459
GRADE 6S	32.68706	33.58342	34.5066	35.47039	36.46748	37.49979	38.56836	39.67371	40.81785	42.00231	43.17817	44.38917	45.63651
CT & MRI TECHNOLOGIST	67,989	69,854	71,774	73,778	75,852	78,000	80,222	82,521	84,901	87,365	89,811	92,329	94,924
GRADE 6U													
SURGICAL ASSISTANT	34.1796	35.6933	37.2071	37.6539	38.9917	40.5054	42.0191	43.5329	44.9223	46.4360	47.8036	49.1443	50.5253
ONLY	71,094	74,242	77,391	78,320	81,103	84,251	87,400	90,548	93,438	96,587	99,432	102,220	105,093
GRADE 6T	38.4054	39.4616	40.5514	41.6760	42.8366	44.0346	45.2712	46.5478	47.8659	49.2268	50.6322	52.0836	53.5826
SONOGRAPHER/NUCHAL/													
NUCLEAR MED TECGLST	79,883	82,080	84,347	86,686	89,100	91,592	94,164	96,820	99,561	102,392	105,315	108,334	111,452

		OPEIU, LOCAL 2 WAGE SCALES OCTOBER 01, 2017 - DECEMBER 16, 2017														LONGEVITY STEPS *				
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	AFTER 15 Years Step 12	AFTER 20 Years Step 13	AFTER 25 Years Step 14						
GRADE 6C SLEEP APNEA TECH, PSG TECH, CARDIOLOGY TECGLST, & RESPIRATORY THERAPIST	30.64491 63,741	31.56815 65,662	32.519 67,640	33.51159 69,704	34.53873 71,841	35.60201 74,052	36.70264 76,341	37.84115 78,710	39.01962 81,161	40.23961 83,698	41.45074 86,218	42.69808 88,812	43.98283 91,484	45.3061 94,237						
GRADE 60A NON-LICENSED OPTICIAN, OPTICIAN APPRENTICE SR SVCS TRANSITION CRD HOME CARE/HOSP TRAN CRD OPHTHALMOLOGY ASST. II	25.2411 52,501	26.0057 54,092	26.7875 55,718	27.8746 57,979	28.9790 60,276	30.1520 62,716	31.3578 65,224	32.6157 67,841	33.9237 70,561	35.3002 73,424	36.3539 75,616	37.4483 77,892	38.5756 80,237	39.7366 82,652						
GRADE 60T OPHTHALMOLOGY TECH & LICENSED OPTICIAN,	28.3485 58,965	29.1478 60,627	29.9817 62,362	30.9721 64,422	31.9971 66,554	33.0568 68,758	34.1514 71,035	35.2980 73,420	36.4794 75,877	37.6957 78,407	38.7728 80,647	39.9398 83,075	41.1418 85,575	42.3799 88,150						
GRADE 60R SURGICAL TECHNOLOGIST	22.8137 47,452	23.2231 48,304	23.7496 49,399	24.4659 50,889	25.2038 52,424	25.9635 54,004	26.7460 55,632	27.5522 57,309	28.3828 59,036	29.2381 60,815	30.1190 62,648	31.0264 64,535	31.9610 66,479	32.9236 68,481						
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OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION														
OPEIU, LOCAL 2														
WAGE SCALES														
DECEMBER 17, 2017 - SEPTEMBER 29, 2018														
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	LONGEVITY STEPS *		
												AFTER 15 Years Step 12	AFTER 20 Years Step 13	AFTER 25 Years Step 14
GRADE 2	16,48267	16,98102	17,4943	18,02282	18,56715	19,12797	19,70599	20,30067	20,91344	21,54462	22,19494	22,86464	23,55443	24,26491
REGULAR	34,284	35,321	36,388	37,487	38,620	39,786	40,988	42,225	43,500	44,813	46,165	47,558	48,993	50,471
GRADE 3	18,2311	18,7819	19,3492	19,9332	20,5355	21,1551	21,7936	22,4513	23,1286	23,8262	24,5449	25,2851	26,0475	26,8328
REGULAR	37,921	39,066	40,246	41,461	42,714	44,003	45,331	46,699	48,108	49,558	51,053	52,593	54,179	55,812
GRADE 4	20,1043	20,7113	21,3365	21,9807	22,6438	23,3268	24,0308	24,7557	25,5021	26,2711	27,0630	27,8787	28,7189	29,5844
REGULAR	41,817	43,079	44,380	45,720	47,099	48,520	49,984	51,492	53,044	54,644	56,291	57,988	59,735	61,535
GRADE 5	21,5090	22,1583	22,8268	23,5154	24,2247	24,9552	25,7078	26,4830	27,2815	28,1039	28,9508	29,8231	30,7217	31,6472
REGULAR	44,739	46,089	47,480	48,912	50,387	51,907	53,472	55,085	56,745	58,456	60,218	62,032	63,901	65,826
GRADE 5C	22,8611	23,54724	24,254	24,9819	25,73166	26,50392	27,29934	28,11863	28,9625	29,83168	30,72694	31,64906	32,59884	33,57711
MEM SVCS TEL REP I ONLY	47,551	48,978	50,448	51,962	53,522	55,128	56,783	58,487	60,242	62,050	63,912	65,830	67,806	69,840
GRADE 5CC														
MEM SVCS TEL REP II ONLY														
CSR II Incumbents Only														
Cust Engagt Resou Spclst	24,3611	25,0472	25,7540	26,4819	27,2317	28,0039	28,7993	29,6186	30,4625	31,3317	32,2269	33,1491	34,0988	35,0771
Ld CER Specialist	50,671	52,098	53,568	55,082	56,642	58,248	59,903	61,607	63,362	65,170	67,032	68,950	70,926	72,960
GRADE 5CR	23,2181	23,9042	24,6110	25,3389	26,0887	26,8609	27,6563	28,4756	29,3195	30,1887	31,0839	32,0061	32,9558	33,9341
MEM SVCS TEL REP I ONLY	48,294	49,721	51,191	52,705	54,264	55,871	57,525	59,229	60,985	62,792	64,655	66,573	68,548	70,583
GRADE 6	23,0249	23,7196	24,4351	25,1600	25,9189	26,7003	27,5050	28,3340	29,1876	30,0673	30,9733	31,9063	32,8674	33,8573
REGULAR	47,892	49,337	50,825	52,333	53,911	55,537	57,210	58,935	60,710	62,540	64,424	66,365	68,364	70,423
GRADE 6M	31,3591	32,1453	32,9551	33,9274	34,9357	35,9783	37,0575	38,1743	39,3345	40,5262	41,5871	42,7054	43,8571	45,0435
MAMMOGRAPHY TECGLST	65,227	66,862	68,547	70,569	72,666	74,835	77,080	79,403	81,816	84,295	86,501	88,827	91,223	93,690
GRADE 6P														
PHYSICAL THERAPIST	26,9751	27,7881	28,6256	29,6139	30,6362	31,6938	33,2757	33,9188	35,0893	36,2997	37,5519	38,6823	39,8466	41,0459
ASSISTANT	56,108	57,799	59,541	61,597	63,723	65,923	69,213	70,551	72,986	75,503	78,108	80,459	82,881	85,375
GRADE 6R	29,0495	29,8359	30,6457	31,6192	32,6263	33,6688	34,7479	35,8646	37,0202	38,2167	39,2777	40,3709	41,4968	42,6566
RAD TECHNOLOGIST	60,423	62,059	63,743	65,768	67,863	70,031	72,276	74,598	77,002	79,491	81,698	83,971	86,313	88,726
GRADE 6S	33,01393	33,91925	34,8517	35,8251	36,83215	37,87478	38,95405	40,07045	41,22603	42,42233	43,60995	44,83306	46,09287	47,39048
CT & MRI TECHNOLOGIST	68,669	70,552	72,491	74,516	76,611	78,780	81,024	83,347	85,750	88,238	90,709	93,253	95,873	98,572
GRADE 6U														
SURGICAL ASSISTANT	34,5214	36,0502	37,5792	38,0305	39,3816	40,9105	42,4393	43,9682	45,3715	46,9004	48,2817	49,6358	51,0305	52,4671
ONLY	71,804	74,984	78,165	79,103	81,914	85,094	88,274	91,454	94,373	97,553	100,426	103,242	106,143	109,132
GRADE 6T	38,7895	39,8562	40,9569	42,0927	43,2650	44,4750	45,7239	47,0133	48,3445	49,7191	51,1385	52,6044	54,1185	55,6824
SONOGRAPHER/NUCHAL/ NUCLEAR MED TECGLST	80,682	82,901	85,190	87,553	89,991	92,508	95,106	97,788	100,557	103,416	106,368	109,417	112,566	115,819

		OPEIU, LOCAL 2 WAGE SCALES DECEMBER 17, 2017 - SEPTEMBER 29, 2018														LONGEVITY STEPS *				
GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	AFTER 15 Years Step 12	AFTER 20 Years Step 13	AFTER 25 Years Step 14						
GRADE 6C																				
SLEEP APNEA TECH, PSG TECH, CARDIOLOGY TECGLST, & RESPIRATORY THERAPIST	30,951.35 64,379	31,883.83 66,318	32,844.2 68,316	33,846.71 70,401	34,884.12 72,559	35,958.03 74,793	37,069.67 77,105	38,219.56 79,497	39,409.81 81,972	40,642.01 84,535	41,865.25 87,080	43,125.06 89,700	44,422.66 92,399	45,759.2 95,179						
GRADE 60A																				
NON-LICENSED OPTICIAN, OPTICIAN APPRENTICE SR SVCS TRANSITION CRD HOME CARE/HOSP TRAN CRD OPHTHALMOLOGY ASST. II	25,493.5 53,026	26,265.7 54,633	27,055.3 56,275	28,153.3 58,559	29,268.8 60,879	30,453.5 63,343	31,671.4 65,877	32,941.9 68,519	34,263.0 71,267	35,653.2 74,159	36,717.4 76,372	37,822.8 78,671	38,961.3 81,040	40,134.0 83,479						
GRADE 60T																				
OPHTHALMOLOGY TECH & LICENSED OPTICIAN, GRADE 60R SURGICAL TECHNOLOGIST	28,632.0 59,554 23,041.8 47,927	29,439.2 61,234 23,455.4 48,787	30,281.5 62,986 23,987.1 49,893	31,281.8 65,066 24,710.6 51,398	32,317.0 67,219 25,455.8 52,948	33,387.4 69,446 26,223.2 54,544	34,492.9 71,745 27,013.5 56,188	35,651.0 74,154 27,827.7 57,882	36,844.2 76,636 28,666.7 59,627	38,072.6 79,191 29,530.5 61,423	39,160.5 81,454 30,420.2 63,274	40,339.2 83,905 31,336.6 65,180	41,553.2 86,431 32,280.6 67,144	42,803.7 89,032 33,252.9 69,166						
* Longevity Steps will be awarded when (1) an employee has reached those years of services with KP-MAS, and (2) that employee has progressed to the "after 10 year" rate in their grade.																				

Addendum to Collective Bargaining Agreement

During negotiations in 2000 and 2005, the Union and Employer developed methods to improve communications and increase employee and Union involvement in key areas of the organization. The following are commitments made by the parties, which should help develop the Labor-Management Partnership on a local level, and, in many cases, to help resolve issues that exist and/or that may develop during the coming years.

Meetings to Improve Communications

The parties recognize that frequent communication is important to develop an environment that fosters teamwork, understanding, and active issue resolution. In order to achieve this, we are committed to the following:

Twice yearly group meetings involving stewards, union officials, and relevant HR staff.

Regular meetings between individual stewards and HR consultants. Such meetings should take place outside the normal work area.

Participation of stewards at appropriate team, department, and/or facility meetings. Stewards and managers should jointly plan when and where such participation will be most beneficial.

Involvement of stewards in a department/location policy development and communication. The intention of this steward involvement is to try and arrive at understanding and consensus before policies are issued and to try and avoid conflict and/or grievances afterward. This is not intended to change existing management or union rights in the area of policy development and communication.

Grievance Meeting Ground Rules

The parties recognize the need for certain "ground rules" for grievance meetings in order to ensure that the meetings can be conducted in an effective and professional manner. All participants in grievance are expected to:

Maintain confidentiality (share information with others only on a "need-to-know" basis) Stick to the issue
Remain objective
Treat others with courtesy and respect
Listen actively

Recognizing that grievance meetings can become emotional or frustrating for some participants, it is especially important for stewards and HR representatives to understand these ground rules, and to remind other participants of their importance. Whenever appropriate, the ground rules should be reviewed prior to, or during, a grievance meeting.

Grievances - Other Commitments

The employer will create, if feasible, an on-line list of union representatives in the telephone or some other accessible area.

A joint committee will be established to create a grievance tracking system and a revised grievance form.

The parties will establish a calendar of potential Step 2 grievance meeting dates in order to facilitate more timely resolution of grievances that reach that level.

Issue Resolution and Corrective Action Training

In order to enhance our capability to resolve issues jointly in an interest-based manner, the parties have agreed to the following:

- Develop online training module on corrective actions and issue resolution

- Put corrective action and issue resolution procedures in departments so that everyone has access to them

- Commit to continue joint training on corrective actions and issue resolution

- Use expert consultants to develop online training module and to provide constructive feedback on corrective action and issue resolution processes; this will be in place by October 2006.

Clarification of Contract Language

The parties have agreed to a joint effort to provide written clarification of contract language that has been found difficult to interpret by stewards, supervisors and employees. The union leader or designee will create a document outlining the role and responsibilities of a shop steward and a union orientation letter.

Permanent Flexible Pool

The union and employer will charter a team by January 2006 to create a permanent flexible pool that will be implemented no later than January 2007.

Timekeeping

In order to maximize the efficiency and accuracy of our timekeeping systems (automatic or manual), it is important for staff and supervisors to understand their respective roles and responsibilities, and to communicate with one another about unusual situations that may arise.

On occasion, situations occur that can result in unexpected loss of pay for an employee. The situations usually occur under one of the two following scenarios:

An employee mistakenly submits a sick leave slip for more sick leave than the employee has accrued. If no further action is taken, this will result in a short paycheck even though the employee may have accrued vacation leave that they would have elected to use to eliminate the shortfall.

A mistaken overpayment is made to an employee. When the over payment is discovered, the amount will be recovered, and this will result in a short paycheck. If the employee does not realize the overpayment was made, they will be surprised by the subsequent recovery of the funds.

When a supervisor becomes aware of such situations, he/she should attempt to contact the employee to notify them of what is happening. If time permits it under scenario #1 above, the employee should be allowed to submit a request for the use of vacation to substitute for the sick leave shortfall. Please note that this does not relieve the employee from the responsibility of submitting appropriate leave slips to begin with. These occurrences should be rare exceptions to the normal accurate submission of all pay related information.

If in #2 above the amount of overpayment exceeds \$100, the employee and payroll department will discuss the desirability and feasibility of a gradual repayment plan and implement such a plan where appropriate.

If an employee receives a paycheck that is short by \$100 (gross) or more, a special check will be cut for the employee upon request. The employee should consult with the Employee Service Center regarding pick-up or delivery of the special check.

Joint Timekeeping Review Committee

A joint committee of an equal number of labor-management partners will meet to review, study, and adjust the following specific issues involving the timekeeping system:

Joint development of a policy addressing corrective action for missed swipes.

Study, review, and adjust other issues related to timekeeping that may be brought to the committee by either partner.

The joint timekeeping review committee shall convene annually for the ongoing review, study, and adjustment of timekeeping issues as outlined in numbers 1 and 2 above.

Remote Access to E-Mail

If feasible, stewards will be provided with remote access to the Kaiser Permanente e-mail system.

Labor Selection of Labor Team Members

The union and employer agree that for any LMP sanctioned committee, team, or workgroup, the labor members will be selected by the union leader or designee.

SIDE LETTER AGREEMENTS

National Agreement

The parties agree that if the national agreement becomes null and void at any point during the term of this collective bargaining agreement, they will come together to review those elements that could be adopted as part of the local agreement.

Regional Attendance Guidelines

The parties established a uniform attendance guideline for all departments. All previous guidelines and policies on attendance, whether departmental, service area, or regional, are null and void. The new guidelines will become effective January 1, 2006. Copies of the guidelines will be made available to all employees and managers no later than December 31, 2005. Employees and supervisors will be provided with education about the guidelines.

Full-Time Shop Stewards

During the 2005 Local negotiations, the parties agreed to explore the creation of 9 full time steward positions. These positions would become effective January 1, 2006 and exist for the full term of the Local agreement. The parties will jointly revisit this issue beginning January 2006 and reach a final decision by March 31, 2006.

The current union representation structure will remain in place until any agreement would be reached to change such structure. If Local 2 agrees to change the current union structure in March 2006, a joint review of the newly created structure shall take place annually beginning January 2008. Many issues must be considered, to have a successful transition and address the needs of the union and the employer. The parties will need to consider the following, which is not an inclusive list.

- Training of current and future stewards for replacement
- Return rights and new deployment of replacement stewards
- Determination of future numbers of stewards due to growth of members
- Accountability/reporting
- Salaries and job descriptions
- Future involvement of current shop stewards

If the parties reach an agreement March 2006 to move forward with this new union structure, the newly created full time steward positions would become effective January 1, 2007.

If either party determines the new structure does not meet its needs, the structure may in January 2008 revert back to its previous union structure that existed in December 2006.

**Side Letter to the Collective Bargaining Agreement between
OPEIU, Local 2 and KFHP-MAS**

In those Health Care Teams (HCTs) which are staffed with one or more Clinical Assistant II (CA-II) positions, the following shall apply when such CA-IIs do not work for all or part of a given day:


1. Such teams will maintain a minimum staffing of at least one CA-II during each session that the HCT is in operation.
2. Sessions usually consist of one-half of the hours of operation on a specific day, but may be less than one-half day when a provider who is assisted by a CA-II works fewer hours than would constitute a half-day. In such cases, a session shall be defined as the amount of time that the provider is working, including necessary set-up or follow-up time if appropriate, for the purposes of CA-II staffing.
3. If the provider normally supported by the CA-II is not working during a particular session, there is no minimum CA-II staffing which must be maintained.
4. Minimum CA-II staffing may be achieved by utilizing a CA-II from a different team, or by temporarily utilizing a validated CA-I from the same team or from a different team.
5. When there is a need to utilize a validated CA-I as a CA-II, the following procedure shall be used:
 - The decision regarding which method of meeting the CA-II staffing need shall be made by the team on the basis of availability and team needs.
 - If the CA-I is to be selected from within the existing team, the bargaining unit seniority of team members shall be used for selection.
 - If the CA-I is to be selected from outside the existing team, the managers of the team, department and/or facility will make the determination of the appropriate team to affect.
 - Within the team selected, bargaining unit seniority shall be determining factor among validated CA-I's.
 - If CA-II staffing targets cannot be met due to lack of available validated staff, then the most senior CA-I in the department will receive the additional pay if he/she is required to support two or more providers by him/herself.
6. Validated CA-I and/or CA-II staff who are in the Float Pool, may be utilized to meet minimum staffing levels.

Agreement between
OPEIU, Local 2 and KFHP-MAS

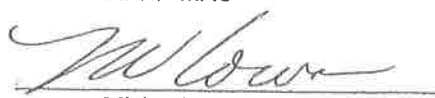
Integration of Opticians and Eyewear Consultants into the Existing Bargaining Unit and Agreement

1. Each Optician and Eyewear Consultant will be given a bargaining unit seniority date which reflects his/her original date of hire with KFHP-MAS into a regular position of sixteen (16) or more scheduled hours per week. The "date in grade" for each affected employee will be 6/22/06.
2. Lump sum payments representing 3.0% of total earnings from 6/24/06 to the processing date, based on current wage rates, will be paid to each employee. This lump sum will not be paid to employees who terminate employment prior to the processing date, with the exception of any employees who have formally retired from KFHP-MAS.
3. The parties will work together through the Job Evaluation Committee to select or create appropriate wage scale(s) for the Optician and Eyewear Consultant positions.
4. Opticians and Eyewear Consultants will be placed on the step closest to current wage rate, moving upward in the step structure if their current rate does not exactly coincide with a step on the structure.
5. Each affected employee will receive a lump sum payment for differential between old rate and new rate (as indicated in #8 above) for the period of 6/24/07 to the date of processing. *#4 244 per*
6. Each Optician and Eyewear Consultant will receive an ATB increase of 3.0% on 9/30/07.
7. Opticians and Eyewear Consultants will be eligible for future wage increases as negotiated in the National Agreement for the OPEIU, Local 2 bargaining unit. They are also eligible for step increases as stipulated in the local agreement with OPEIU, Local 2.
8. Movement of staff from salaried benefits to Local 2 contractual benefits will occur during the upcoming open-season, with an effective date of 1/1/08. Employees will retain current benefits, including pension benefits, insured benefits and leave benefits, until that time.
9. Except as indicated above, all terms and conditions of the collective bargaining agreement between OPEIU, Local 2 and KFHP-MAS will apply to Opticians and Eyewear Consultants as of the date this agreement is signed by the Union and the Employer.

Agreed:


Charles Phillips
KFHP-MAS

9/27/07
Date


Michael Cowan
OPEIU, Local 2

9/27/07
Date

Side Letter to Supplement Article 12

Effective Date: May 1, 2014

OPEIU

GRIEVANCES AND ARBITRATION

[Note: The Employer and Union revised the grievance process during negotiations in 2005. In making the changes to the existing process, it was the intent of the parties to create a more workable and flexible problem-solving process. These changes were not intended to alter the parties' respective rights and obligations relating to either the scheduled days/times of grievance meetings or the payment of stewards for participation in grievance meetings outside of their normal working hours.]

The Employer and Union are committed to trying to resolve questions and conflicts by the least formal and quickest means available. Therefore, when issues arise, the parties are expected to initiate discussions between Union Representatives and appropriate management staff in an attempt to reach mutual agreement before resorting to the formal grievance process. Refer also to Article 11 and the issue resolution process.

The Parties recognize that (1) In order for this process to be effective, shop stewards may need to have discussions with bargaining unit members and/or supervisors during normal working hours, and (2) service to our members and other customers must not be harmed as a result of such discussions. Therefore, shop stewards and supervisors should work together to try and find mutually acceptable dates, places and times for discussions and meetings which are needed. When mutually agreed, such discussions can take place during working hours.

GRIEVANCE PROCEDURE

A grievance within the meaning of the Agreement shall be any controversy or dispute arising between the parties hereto involving interpretation or application of all provisions of the Agreement.

Corrective Action Grievances A grievance regarding a corrective action shall be presented, in writing, within fifteen (15) working days of the corrective action, otherwise it shall not be considered a grievance.

Other Grievances A grievance regarding other issues shall be presented, in writing, within thirty-five (35) calendar days after the grievable event occurs; otherwise it shall not be considered a grievance. This does not apply to section 12.3

Unless mutually agreed, there shall be no more than two (2) representatives from each side in Step 1, and no more than three (3) representatives from each side in Step 2. Time limits may be extended by mutual agreement of the parties.

All corrective actions, beginning with Level 1 of the corrective action process, may be grieved if the Union or employee feels the corrective action was inappropriate.

The steps of the grievance procedure shall be as follows:

Step 1: The aggrieved employee, Union shop steward, or Union Representative, shall first present his/her grievance to the Manager, Employee and Labor Relations, in writing (via the grievance mailbox (MAS.Union.Grievances@kp.org), or via inter-office mail). A confirmation notice will be provided to Union, including the assigned HRC and the respective manager. The grievance must specify which provision of the collective bargaining agreement has been violated and the proposed remedy. Scheduling of the meeting must occur within five (5) working days of the filing of the grievance, and the meeting must be held within ten (10) workdays of the filing of the grievance, unless mutually agreed upon otherwise. The parties (Human Resources Consultant, supervisor and/or manager, grievant, Union shop steward and/or head steward) shall meet to discuss the grievance and shall attempt to resolve the dispute. The Employer shall respond to the Union shop steward, in writing, within five (5) working days of the grievance meeting. If the Union believes the Employer's response does not accurately reflect the discussions in the Step 1 meeting, it may provide a written response to the Employer. If the grievance is not resolved, the Union may elect to proceed to Step 2.

Step 2: To proceed to Step 2, the Union must notify the Employer (Human Resources Consultant), in writing, within five (5) working days of receipt of a response to Step 1. The parties (Human Resources Consultant, supervisor and/or manager, grievant, Union shop steward (and/or head steward), Union Staff Representative (or designee), and next level manager) shall meet within five (5) working days after the filing of an appeal of a grievance, unless mutually agreed otherwise. The Employer shall respond to the Union, in writing, within five (5) working days after the Step 2 meeting. In the event of failure to reach a satisfactory adjustment of the grievance, the grievance may be appealed to arbitration by either of the parties upon notice to the other party, provided said notice is served no more than fifteen (15) working days after the response to Step 2 is given.

12.2 ARBITRATION

Cases not resolved under the grievance procedure set forth in Section 12.1 may be appealed by either party to arbitration. During the term of this Agreement, the Union and Employer will select from a mutually developed panel of four (4) arbitrators: Mollie Bowers, Roger Kaplan, Seymour Strongin and Michael Wolf. Arbitrators shall be selected alphabetically from the list unless otherwise mutually agreed. Once an

arbitrator from the list is selected, that arbitrator will not be selected again until all other arbitrators from the list have been selected, unless the parties agree otherwise. If, during the term of the Agreement, an arbitrator is eliminated from the list for any reason, or the mutual agreement of the parties, a replacement will be made through mutual agreement within thirty (30) days of a request to do so by either party. The decision of the arbitrator will be final and binding on both parties. The arbitrator's fee shall be borne equally by both parties.

The jurisdiction and authority of the arbitrator shall be confined to the interpretation and/or application of the express provisions of this Agreement and the National agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of these agreements.

Agreed:

Phaedra R. Stewart

Phaedra R. Stewart
KFHP - MAS

7/21/2014

Date

Michael Cowan

Michael Cowan
OPEIU, Local 2

7/21/14

Date

- The employee must be able to safely carry / transport equipment / computer components that may weigh up to 10 pounds per component.
- The employee must meet requirements associated with home worksite set up and provide required services.
- The employee will be required to sign this Telecommuting program form. This form will be reviewed by both the Employee and the Team Manager prior to implementation, and will be reviewed and re-signed on an annual basis.
- All qualifying employees will be eligible to telecommute, provided all other conditions in this Agreement have been met. All elements being considered equal, among qualified applicants, seniority will be the determining factor.
- Exceptions to the eligibility criteria will be decided on a case-by-case basis by MSCC leadership and Labor, working in partnership.

Section 4: Maintenance of Performance Standards

- In order to remain a telecommuter, the employee has to maintain the following performance standards. They are:
 - Appropriate standards of attendance in accordance with Regional guidelines
 - Employees that receive a Level 3 or greater (for any reason) may be removed from the work at home program.
 - Quality Assurance (QA) scores at a minimum of 92% average over the last three (3) months (KP may adjust performance targets due to system or business limitations/changes)
 - Schedule Adherence (Compliance) based on targets for the region you serve over the last three months (KP may adjust performance targets due to system or business limitations/changes)
- Employees who fail to maintain these standards will be removed from the program and will be required to return to the Center.
- Employees will have to again meet the performance eligibility requirements to be considered for the telecommuting program.

Section 5: Home Worksite

- The home work site must be separate, safe, secure, quiet and appropriate to perform tasks comparable to those done at the Fulton Center.
- The employee will conduct a self-check of home worksite readiness. As needed, a photographic or in-person assessment of the work site may be conducted.
- The employee, not KP, is responsible for costs related to setup or remodeling of the designated home workspace.
- The employee must make every effort to establish a quiet workspace free of distractions.
- The employee must agree to use KP equipment exclusively for KP activities.
- The work site must meet all Kaiser Permanente ergonomics standards. Verification will be provided by the employee or by on-site inspection.
- If an on-site inspection is needed, it will be jointly conducted by Labor and Management.

Section 6: Home Worksite Equipment and Services

- **Kaiser Permanente Provides:**

- Configured and tested PC / Laptop, monitor, keyboard, mouse, mouse pad, cables
- Analog telephone and headset
- Surge protector, remote access token
- Routine office supplies

All hardware and software furnished by Kaiser Permanente and all copies thereof are the property of Kaiser Permanente. Repair of the equipment will be conducted by Kaiser Permanente.

- All equipment is used exclusively for Kaiser Permanente activities. Only Kaiser Permanente equipment can be used when working from the home worksite. The employee agrees to:

- Use company property / equipment only for customer business. Use of company property for personal use is prohibited.
- Take reasonable steps to protect company property / equipment from theft, damage, viruses, misuse, unauthorized, or accidental use, modification, destruction or disclosure.
- Report instances of loss, damage, or unauthorized access to his/her Team Manager or Operations Manager immediately.
- Not to sell, lease, assign, transfer or otherwise make available said hardware or software to any other source.
- Limit access to KP programs to employees, agents, or consultants in order to use the product thereof for business

- In addition, the telecommuter will not copy or duplicate by any means, whole or in part, any documentation or other material furnished by Kaiser Permanente, except for copies as specifically permitted by prior agreement with Employer.

- **The Employee Provides:**

- High speed internet access of at least 15 mbps – provision and payment of initial set up and ongoing services. Wireless features must be deactivated to eliminate others "borrowing" bandwidth
- Analog telephone line (either a second phone line or a primary phone line with "advanced" features deactivated – no VOIP) – provision and payment of initial set up and ongoing services
- Appropriate, ergonomically sound workstation including desk, chair, keyboard area, lighting
- Electrical services having a duplex outlet that is currently not on the same circuit as the furnace, refrigerator, microwave, clothes washer or dryer, or dishwasher.
- Safety equipment such as smoke alarm, fire extinguisher, first aid kit
- The employee is responsible for assembly / disassembly of computer equipment and safe transport; KP is responsible for maintenance/support of equipment and software
- The employee must notify the Team Manager regarding equipment or system failure and may need to contact the internet or phone provider directly
 - The employee will be liable for all equipment issues to them.

Section 7: Equipment, Hardware, Software Issues and Power Failures

- The employee is to notify their Team Manager immediately when there are equipment, hardware or software malfunctions or if the home worksite is affected by a power outage. The Team Manager will coordinate or will direct the employee to coordinate with IT as needed.
- Depending upon the severity of the issue, the telecommuter may be required to return to work at the Fulton Center.
- The employee may be required to perform basic trouble shooting tasks, based on guidance provided by IT. To minimize software issues / viruses, the employee should not open email attachments from non-Kaiser Permanente sources.
- If the employee is impacted by Internet connectivity issues, it is his/her responsibility to contact the internet carrier. Similarly, if the employee is impacted by telephone service issues, it is his/her responsibility to contact the telephone carrier. Depending upon the severity of the issue, the telecommuter may be required to return to work at the Fulton Center.
- The employee's pay will not be affected unless it is determined the employee contributed to the issue (for example, failure to pay telephone bill, failure to pay Internet service bill, failure to report power outage, etc.).

Section 8: Supervision and Communication

- The Team Manager will coordinate regular telephone check in meetings with the telecommuter in the first 90 days of the transition to the home worksite to discuss technical, process or support issues.
- After the first 90 days, the Team Manager and telecommuter will stay connected using agreed upon methods including face to face meetings at the Fulton Center. 1:1's will be scheduled with at least the same frequency as those for onsite CSRs.
- Day to day interactions between the Team Manager and telecommuter can be conducted via telephone, instant message or email

Section 9: Return to Work at the Center

- The telecommuter will return to the Center:
 - Based on schedule and the needs of the business. The employee is responsible for monitoring their schedule.
 - For mandatory instructor led training or key meetings at the Team Manager's discretion
 - When technical problems or system failure occur:
 - The employee may be required to come in. Employee needs to be able to report to work within an hour of notification.
 - If unable to meet quality, attendance or performance standards detailed in Section 6.
 - For corrective action.
 - If temporary, sustained, unexpected environmental noise issues (e.g.: construction) impacts the home work site
 - If unable to maintain an appropriate home worksite after mitigation.
 - When required to return to the Center for regular shifts, meetings/ training or system failure, KP will not reimburse the telecommuter for mileage or travel time, unless the employee is traveling during their scheduled work hours.

Section 10: Procedural information

- The employee will not be reimbursed for travel time or mileage in any instances where presence at the Center worksite is required, unless the employee is traveling during their scheduled work hours.
- Telecommuter pay, benefits, scheduling, overtime, call-out procedures shall be the same as the CSRs working at the Fulton Center.
- Employees working from home shall be provided paid time off if the office closes (i.e. inclement weather). Employees shall also receive premium pay to work during closure the same as employees that would come into work.
- The employee agrees to adhere to KP Patient Confidentiality and Compliance guidelines and will take all necessary precautions to protect patient information
- The employee will utilize workplace safety and ergonomics guidelines to ensure the home workspace is ergonomically correct – program information will be provided to the telecommuter.
- The employee will complete a check list verifying their home work site meets safety and ergonomic guidelines.
- The employee is covered by state worker's compensation laws if injured in the scope of work at the alternate worksite. The employee is liable for injuries to third persons on their premises. Applicable laws will be based on the employee's work location of record, the Fulton Center – MSCC.

For the Union-OPEIU Local 2**For the Company-Kaiser Permanente****For the Union-OPEIU Local 2****For the Company-Kaiser Permanente**

Mike Cowan

Mike Cowan 9/30/14
 Signature Date

Frank Titus

Frank Titus 9/26/14
 Signature Date

Greg Bridges

Greg Bridges 9/22/14
 Signature Date

Kelly McDonald

Kelly McDonald 9/22/14
 Signature Date

Lisa Cornelius

Lisa Cornelius 9/26/14
 Signature Date

DeLinda Washington

DeLinda Washington 9/26/14
 Signature Date

Not to be a part of the telecommuting agreement but agreed upon and understood by both parties:

- KP to begin the process of posting and converting temporary positions after the temp has been hired for 3 months.
 - That decisions to hire permanent staffing would be done on a more regular basis and tied with scheduled upcoming training classes. Keeping some open positions for current Local 2 members to apply for career advancement.
 - Once a position has been hired and filled which has normally been over a 6 month period, Local 2 will agree to retroactively recognize that the employee has fulfilled their 3 month probation period. Thereby not requiring the employee to serve an additional 3 month probation (as described in the CBA under Section 3.1).
- Furthermore, Kelly and I discussed the process of filling full time vacancies and available shifts that should be offered to current full time staff. I just want to make sure that part time employees are not given opportunities over full time employees. The least desirable full time shift would then be regionally posted for current Local 2 members to bid into the department.

For the Union-OPEIU Local 2

Mike Cowan

Signature Date

Greg Bridges

Signature Date

Lisa Cornelius

Signature Date

For the Company-Kaiser Permanente

Frank Titus

Signature

Date

Kelly McDonald

Signature

Date

VISION SERVICES SETTLEMENT AGREEMENT

In accordance with the directive from Arbitrator Mollie Bowers as contained in her the Vision Services arbitration decision ("Decision") issued on September 17, 2014, OPEIU, Local 2, (union) and Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. (Kaiser), have met "to identify centers in DCSM and NOVA where Optometrists have been adversely affected by the schedule change and by Management's violation of Article 18 of the Agreement, and to devise means of correcting the problems." The parties agreed to seek to resolve the problems identified in the Decision through negotiations. After conferring regarding the decision, and in order to resolve all the disputes between them regarding the change in the number of appointment slots discussed in the Decision, Kaiser and the union agree as follows:

(1) During January 2015 Kaiser will revise its appointment protocol so that optometrists will be scheduled, with the exceptions noted below, for 18 appointments on a daily basis. In addition, in the event that a doctor, advice nurse, or an ophthalmology technician determines that a patient has an emergency and must be seen the same day by an optometrist, each optometrist may be assigned to see one emergency case in addition to the 18 scheduled appointments.

(2) In those centers that have had a net loss ratio greater than 21% for any month in 2014, Kaiser may assign optometrists up to 19 appointments on a daily basis for the same month of the following year, that is, January 2015 for January 2014; February 2015 for February 2014, etc. In the event that a doctor, advice nurse, or an ophthalmology technician determines that a patient has an emergency and must be seen the same day by an optometrist, each optometrist in such center or centers may be assigned to see one emergency case in addition to the 19 scheduled appointments. The same process will continue in future years (e.g. the ability to assign optometrists 19 appointments at a particular center in January 2016 will be based on that center's net loss ratio for January 2015, etc.), unless the Parties agree otherwise or unless the process in paragraph 4 results in some other appointment schedule arrangement.

(3) Net Loss Ratio is defined as the percentage of available Optometrist appointments that are unused in a given month in a given center. Kaiser will provide Local 2 with such statistics on a monthly basis going forward. (4) Kaiser and Local 2 both preserve the positions each has respectively taken in this proceeding so far. However Kaiser specifically agrees that in the event that Kaiser believes it has cause and need to change the appointment schedule, Kaiser will advise Local 2 in advance. Thereafter, Kaiser may implement the changes to the appointment schedule pursuant to its interpretation of the management rights clause of the CBA. However, the parties agree that, in the event that the union believes that any changes made by Kaiser to the number of appointment slots violates the CBA, the union may advance the dispute to arbitration to be held within 90 days of the date that Kaiser receives written notification from the union that the union wants the dispute arbitrated, with the matter to be heard by Arbitrator Molly Bowers or the panel member who is next in the rotation to be assigned a case in the event that Arbitrator Bowers is unavailable or no longer a member of the panel.

OPEIU Local 2 – Major Transition Process

Nine Months Before (241+ days)	Eight Months Before (211 - 240 days)	Seven Months Before (181-210 days)	Six Months Before (151-180 days)	Five Months Before (121-150 days)	Four Months Before (91 - 120 days)	Three Months Before (61 - 90 Days)	Two Months Before (31 - 60 days)	One Month Before (0 - 30 days)	Opening Date
<ul style="list-style-type: none"> Members of the Transition Team are selected. All services/depts offered at the new location are identified Departments relocating from existing centers to the new center are identified New Cost Centers opened in the GL (General Ledger). Operations will work closely with HR for set-up of org unit ID's (My Org). Impacted staff are identified (by dept.) Hours of Operation & shifts at the new center are confirmed Staffing plan is shared Human Resources will facilitate the process to verify the union/regional and departmental seniority dates for each represented employee MD FTE's and 	<ul style="list-style-type: none"> Human Resources and Area Leadership reviews and identifies OPEN positions that will be frozen during the Transition Process Human Resources and Operations Leadership will build the Placement Sheet Placement Sheets are developed and will include the position, position ID #, department, FTE/hours, name of supervisor, Kick off meetings will include local union designees, shop stewards, managers and supervisors. Health Plan and Labor Unions will be developed and signed Management develops the preference sheets. Human Resources and Local Union Designee review the preference sheets. 	<ul style="list-style-type: none"> Dates for kick off meetings are planned. (All impacted areas will be scheduled.) Human resources will send letters to all impacted employees two weeks prior to the first kick off meeting. Letter is from labor and management and will be mailed to employee's home and hand delivered in the departments with sign off of receipt. Kick off meetings will include local union designees, shop stewards, managers and supervisors. MOU between Health Plan and Labor Unions will be developed and signed Management develops the preference sheets. Human Resources and Local Union Designee review the preference sheets. 	<ul style="list-style-type: none"> Meetings with impacted staff are held and will explain the Rounding Process. Meetings will include local union designees, shop stewards, labor relations, managers and supervisors. Impacted staff, area leadership, when possible. Transition Process begins (allowing 12 weeks from start to finish). Phase I would include letter to all impacted employees, packets, bid list, FAQ, facts about the center and preference sheets. Newly created jobs are identified. Tasks will include new job description, compensation review and job evaluation committee review Engage WFD in the planning process and assessment 	<ul style="list-style-type: none"> Phase I of the Transition Process is completed. Human Resources will send letters to each impacted employee placed in Round I. Local union designees will be copied on this communication. Operations will verify names of managers/supervisor for new cost centers. Copies of the letters will be sent to current and future Transition Team Phase II of the Transition Process begins. Submit KRONOS Security Access Request forms. 	<ul style="list-style-type: none"> Phase II of the Transition Process is completed, if necessary. Human Resources will send letters to each impacted employee placed in Round II. Copies of the letters will be sent to current and future supervisor and the Transition Team. Phase III of the Transition Process begins. Submit KRONOS Security Access Request forms. 	<ul style="list-style-type: none"> Kronos and other systems need to be confirmed that they are available in the new centers for orientation. Phase III of the Transition Process is completed, if necessary. HR will send letters to each impacted employee placed in Round III with their official start date. Local union designees will be copied on the letter. All impacted employees will know of their final placement. All displaced employees will be identified and contacted by Human Resources, Recruitment and WFD. Copies of the letters will be sent to current/future supervisor & TT. Final Placement Report to include NUID, name, etc. is completed and communicated to management and labor unions to include employees who are displaced and/or red 	<ul style="list-style-type: none"> Orientation for all employees begins at the new site on a rotating basis. Training for employees begins. Recruitment will hold hiring event (no later than 4 weeks prior to orientation). Share schedule of orientations and the list of attendees with Human Resources, Local Union designees and Management. Employees transitioning to a new position will be trained. (backfill needs will be taken into consideration) 	<ul style="list-style-type: none"> Ongoing orientation for all employees at the new site continues on a rotating basis. Training for all employees continues. 	<ul style="list-style-type: none"> Date represents when the first patient will be seen

IMP LABOR MANAGEMENT PARTNERSHIP

Nine Months Before (241+ days)	Eight Months Before (211-240 days)	Seven Months Before (181-210 days)	Six Months Before (151-180 days)	Five Months Before (121-150 days)	Four Months Before (91-120 days)	Three Months Before (61-90 days)	Two Months Before (31-60 days)	One Month Before (0-30 days)	Opening Date
<ul style="list-style-type: none"> names are identified Newly created jobs are identified. Tasks will include new job description, compensation review and job evaluation committee review Engage WFD in the planning process and assessment Changes to existing jobs are identified. Tasks will include new job description, compensation review and job evaluation committee review Engage WFD in the planning process and assessment of changes to existing jobs. 	<ul style="list-style-type: none"> Human Resources and Local Union Designee determine the letter that will go to each represented employee. Human Resources, Local Union Designee and Employees verify the seniority list. 					<ul style="list-style-type: none"> circled. A new seniority list is produced and provided to the local unions. Once all impacted employees are placed then HR will process all remaining PRRs. HR will complete template for bulk transfers or HRAR forms. Recruitment organizes hiring event to include invitations, contacting hiring mgrs for interview schedule, event location & disseminating information. 			

Reminders:

- Local union representatives will be involved in the discussions at the beginning of the process.
- Suggested members of the Transition Team: DFO, NFS, Labor Representatives, WPS, Director, Project Manager, MAPMG
- It is recommended that monthly meetings be held regarding this process
- A detailed work plan will be developed to incorporate tasks for each month with timeline and "owners".
- 30 days post go live - conduct a debrief meeting regarding review of the process and revisit the status of all displaced employees
- 60 to 90 days post go live - conduct a review of department volumes and validate assumptions made prior to opening
- Human Resources and labor representatives will meet with displaced employees once per quarter.
- This process may be used for all high-impact transitions.


Linda Bridges
OPEIU, Local 2
June 23, 2015

Kaiser Permanente Health Plan
June 23, 2015

Version 11 - 07/23/15

RECEIVED
NOV 2 2012

Memorandum of Understanding

between

OPEIU, Local 2 and KFHP-MAS

Integration of Customer Engagement Resource Specialists & Lead Customer Engagement Resource Specialists into the Collective Bargaining Agreement

September 2012

This Memorandum of Understanding (MOU) between the Office and Professional Employees International Union, Local 2 and Kaiser Foundation Health Plan of the Mid-Atlantic States is intended to document the details of the integration of the **Customer Engagement Resource Specialists (CERS)** and the **Lead Customer Engagement Resource Specialists (Lead CERS)** into the existing clerical/technical bargaining unit and collective bargaining agreement.

The parties have agreed to the following:

1. Each employee (16+ hours/week) in a job classification listed above (henceforth referred to as "the employees") will be given a bargaining unit seniority date which reflects his/her original date of hire into that position. (Refer to Article 2 (a) of the collective bargaining unit for information regarding breaks in service in those positions.)
2. (a) Each employee who is hired before 2/6/13 will be assigned a step increase date of February 6th for the purpose of calculating step increases in 2014 and beyond. (b) Employees hired on or after 2/6/13 will be assigned a step increase date as specified in Article 15.7 of the collective bargaining agreement.
3. The employees will be transferred to the M-40 union payroll code effective 12/30/12. All contractual provisions regarding pay calculation will go into effect at that time, including leave accruals, premium pay calculations, etc..
4. The employees will go through an open-season to enroll in the benefit programs offered to bargaining unit staff. This open-season will occur as soon as it is practical to do so. The parties acknowledge that the open-season may not take place until the employees are in M-40 status, and that the effective date of the change in benefits will be set accordingly.

5. The "Career Development" processes and funding described in Article 17 of the collective bargaining agreement are in effect for these employees for calendar year 2013.
6. Effective 10/7/12 employees will each receive the 2.0% ATB increase scheduled for the bargaining unit.
7. Each employee will be placed on the appropriate wage scale as of 12/30/12 (within their new grade) at the next highest pay rate. No employee shall continue to earn rates that fall between the pay steps. No employee will be placed at a lower wage rate than they are currently earning. Employees who are currently earning less than the starting rate for their grade shall be placed on the wage chart at the starting rate. (No one will receive less than the starting rate for their job grade).
8. Effective 12/30/12, the pay grades for the various affected jobs shall be as follows:

<u>Job</u>	<u>Grade</u>
Customer Engagement Resource Specialist	5CC
Lead Customer Engagement Resource Specialist	5CC + \$1.00

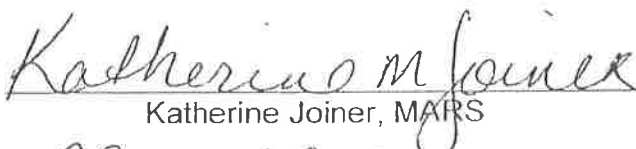
9. Between the date of this MOU and 12/30/12, no new CERS will be hired at a wage rate which exceeds the rate of the lowest paid CERS currently employed. This restriction will not apply to other bargaining unit employees who transfer from other positions and who are eligible for higher wage rates as specified in the transfer and promotion provisions of the collective bargaining agreement.
10. With the exception of the items detailed above in this MOU, all provisions of the collective bargaining agreement apply to the employees in the positions named in this MOU.

Agreed:



Mike Cowan, OPEIU, Local 2

10/23/12
Date



Katherine Joiner, MARS

10/31/2012
Date



Charles Phillips, KFHP-MAS

10/23/12
Date

Memorandum of Understanding

between
OPEIU, Local 2
and
KFHP-MAS

Integration of Materials Coordinators and Coders

into
the Collective Bargaining Agreement

August 2012

This Memorandum of Understanding (MOU) between the Office and Professional Employees International Union, Local 2 and Kaiser Foundation Health Plan of the Mid-Atlantic States is intended to document the details of the integration of the Material Coordinators and Coders into the existing clerical/technical bargaining unit and collective bargaining agreement. The specific job classifications which are covered at the time of the completion of this MOU are:

Materials Coordinator
ASC Materials Coordinator
Regional Laboratory Materials Coordinator
Coder 1
Coder 2
Coder 3
Revenue Integrity Analyst
Tumor Registry Coder

The parties have agreed to the following:

1. Each employee (16+ hours/week) in a job classification listed above (henceforth referred to as "the employees") will be given a bargaining unit seniority date which reflects his/her original date of hire into that position. (Refer to Article 2 (a) of the collective bargaining unit for information regarding breaks in service in those positions.)
2. (a) Each employee who is hired before 10/7/12 will be assigned a step increase date of July 9th for the purpose of calculating step increases in 2013 and beyond.
(b) Employees hired on or after 10/7/12 will be assigned a step increase date as specified in Article 15.7 of the collective bargaining agreement.
3. The employees were transferred to the M-40 union payroll code effective 3/25/12. All contractual provisions regarding pay calculation went into effect at that time, including leave accruals, premium pay calculations, etc..

4. The employees went through a special benefits "open season" in April 2012. They were transferred into the contractual benefits programs as of May 1, 2012.
5. The parties have agreed to review employee benefit premium payments for the first half of 2012, and to make adjustments where needed as follows:
 - a. Employee premium deductions which occurred after the transition from salaried to union benefits will be considered to be the "baseline" payments for 2012.
 - b. Employee premium deductions and Flex Credit amounts which occurred prior to the transition to union benefits will be analyzed.
 - c. Where the net cost to employees which occurred before the transition (premium deductions minus Flex Credits) exceed the cost after the transition ("baseline" premium deductions) the difference will be refunded to the affected employees. Prior refunds which have already been processed will be factored in as well, where such refunds have occurred.
6. Effective 10/7/12 employees will each receive the 2.0% ATB increase scheduled for the bargaining unit.
7. After applying the 2% increase to each employee's current rate of pay, each employee will be placed on the appropriate wage scale as of 10/7/12 (within their new grade) at the next highest pay rate. No employee shall continue to earn rates that fall between the pay steps. No employee will be placed at a lower wage rate than what they are currently earning. Employees who are currently earning less than the starting rate for their grade shall be placed on the wage chart at the starting rate. (No one will receive less than the starting rate for their job grade).
8. Effective 10/7/12, the pay grades for the various affected jobs shall be as follows:


<u>Job</u>	<u>Grade</u>
Coder 1	05CC
Coder 2	60A
Coder 3	06P
Revenue Integrity Analyst	06R
Tumor Registry Coder	06R
Materials Coordinator	05
Regional Lab Materials Coordinator	05
ASC Materials Coordinator	06

9. The Employer has paid the licensure fee for the Coders for the September 1, 2012 to August 31, 2013 timeframe. Renewals of licenses beyond that period as well as licensure for new Coders will be the responsibility of the individual Coder.

The Employer will investigate whether or not it is feasible to process future licensure fees through the national accounting system and thereby provide discounted fees to Coders, and will discuss the results of that investigation with the Union. If it can be accomplished without undue administrative expense or burden, the Employer will strive to make such an option available to staff.

10. The "Career Development" processes and funding described in Article 17 of the collective bargaining agreement are in effect for Coders and Material Coordinators for calendar year 2012. However, the Employer will not seek reimbursement of any additional education funds that may have been paid out during 2012 under the salaried education program.
11. The parties will engage in an "interest based problem solving" (IBPS) process with the goal of reaching mutual agreement regarding the flexible scheduling program for Coders. In engaging in the IBPS process, neither party gives up its contractual rights and obligations.
12. With the exception of the items detailed above in this MOU, all provisions of the collective bargaining agreement apply to the employees in the positions named in this MOU.

Agreed:



Mike Cowan, OPEIU, Local 2

9/5/12

Date

Kimberley Glover, Coder

Date

Donna Gross, Material Coordinator

Date



Charles Phillips, KFHP-MAS

9/5/12

Date

Memorandum of Understanding

Between

OPEIU, Local 2 and KFHP-MAS

Integration of Administrative Assistant Facility Operations Formerly (Administrative Secretary – MOB)

Into

The Collective Bargaining Agreement

Date October 4, 2013

This Memorandum of Understanding (MOU) between the Office and Professional Employees International Union, Local 2 and Kaiser Foundation Health Plan of the Mid-Atlantic States is intended to document the details of the integration of the **Administrative Assistant** into the existing clerical/technical bargaining unit and collective bargaining agreement.

Kaiser and Local 2 agree that the Administrative Assistant positions that support managers below the director level in Kaiser's medical office buildings ("Administrative assistant positions") are eligible for union representation as of 5/17/2013.

It was also determined that several jobs were omitted during the integration of the Administrative Assistant positions. The additional positions are currently occupied by Lindsay Meadows (Resori), Melissa Frazier (Burke), Erica Hayes-Ewell (Northwest) and Latracia Hawkins (Silver Spring).

It is further understood that any agreements between Kaiser and existing Administrative Secretary – MOB's will be honored by the employer and adjustments to their pay levels at the expiration of these specific agreements.

The parties have agreed to the following:

1. Each employee (16+ hours/week) in a job classification listed above (henceforth referred to as "the employees") will be given a bargaining unit seniority date which reflects his/her original date of hire into that position. (Refer to Article 2 (a) of the collective bargaining unit for information regarding breaks in service in those positions.)
2. (a) Each employee who is hired before 10/6/2013 will be assigned a step increase date of 5/17 for the purpose of calculating step increases in 2014 and beyond. (b) Employees hired on or after 10/6/13 will be assigned a step increase date as specified in Article 15.7 of the collective

bargaining agreement.

3. The employees will be transferred to the M-40 union payroll code effective 10/6/2013. All contractual provisions regarding pay calculation will go into effect at that time, including leave accruals, premium pay calculations, etc..
4. The employees will go through an open-season to enroll in the benefit programs offered to bargaining unit staff. This open-season will occur as soon as it is practical to do so. The parties acknowledge that the open-season may not take place until the employees are in M-40 status, and that the effective date of the change in benefits will be set accordingly.
5. The "Career Development" processes and funding described in Article 17 of the collective bargaining agreement are in effect for these employees in effect on 1/1/2014.
6. Effective 10/6/2013 employees will each receive the 2.0% ATB increase scheduled for the bargaining unit.
7. Each employee will be placed on the appropriate wage scale as of 10/6/2013 (within their new grade) at the next highest pay rate after their 2% ATB is implemented. No employee shall continue to earn rates that fall between the pay steps. No employee will be placed at a lower wage rate than they are currently earning. Employees who are currently earning less than the starting rate for their grade shall be placed on the wage chart at the starting rate. (No one will receive less than the starting rate for their job grade).
8. Effective 10/6/2013, the pay grade shall be 4.
9. Between the date of this MOU and 1/01/2014, no new Administrative Assistants Facility Operations will be hired at a wage rate which exceeds the rate of the lowest paid Administrative Assistant Facility Operations currently employed. This restriction will not apply to other bargaining unit employees who transfer from other positions and who are eligible for higher wage rates as specified in the transfer and promotion provisions of the collective bargaining agreement.
10. Unused PTO will be converted to vacation. All vacation above the Local 2 threshold shall be paid out as taxable income 12/31/2013.
11. Unused ESL shall be converted into a sick leave bank as specified by the Local 2 contract.

12. With the exception of the items detailed above in this MOU, all provisions of the collective bargaining agreement apply to the employees in the positions named in this MOU.

Agreed:


Mike Cowan, OPEIU, Local 2

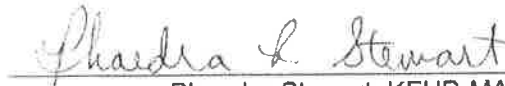
10/28/13
Date


Nakia Hixon - Sample, A. A. Facility Operations


10-14-13
Date


Kelly Whitmore, A. A. Facility Operations

10/30/13
Date


Phaedra Stewart, KFHP-MAS

10/18/13
Date


Beth Jaeger, KP VP-MAS Human Resources

10/28/13
Date

DRAFT

Memorandum of Understanding

between

OPEIU, Local 2 and KFHP-MAS

Integration of Health Information Correspondence Technicians (HICT) and Lead Health Information Correspondence Technicians into the Collective Bargaining Agreement

Date 11/18/2014

This Memorandum of Understanding (MOU) between the Office and Professional Employees International Union, Local 2 and Kaiser Foundation Health Plan of the Mid-Atlantic States is intended to document the details of the integration of the **Health Information Correspondence Technician and the Lead Health Information Correspondence Technician** into the existing clerical/technical bargaining unit collective bargaining agreement and are eligible for union representation as of 7/11/2014.

The parties have agreed to the following:

1. Each employee (16+ hours/week) in a job classification listed above (henceforth referred to as "the employees") will be given a bargaining unit seniority date which reflects his/her original date of hire into that position. (Refer to Article 2 (a) of the collective bargaining unit for information regarding breaks in service in those positions.)
2. (a) Each employee who is hired before 11/18/2014 will be assigned a step increase date of 7/11 for the purpose of calculating step increases in 2015 and beyond. (b) Employees hired on or after 11/18/2014 will be assigned a step increase date as specified in Article 15.7 of the collective bargaining agreement.
3. The employees will be transferred to the M-40 union payroll code effective 12/28/14. All contractual provisions regarding pay calculation will go into effect at that time, including leave accruals, premium pay calculations, etc..

4. The employees will go through an open-season to enroll in the benefit programs offered to bargaining unit staff. This open-season will occur as soon as it is practical to do so. The parties acknowledge that the open-season may not take place until the employees are in M-40 status, and that the effective date of the change in benefits will be set accordingly.
5. The "Career Development" processes and funding described in Article 17 of the collective bargaining agreement are in effect for these employees in effect on 1/1/15.
6. Each employee will be placed on the appropriate wage scale as of 12/28/14 (within their new grade) at the next highest pay rate after their 2% ATB is implemented. No employee shall continue to earn rates that fall between the pay steps. No employee will be placed at a lower wage rate than they are currently earning. Employees who are currently earning less than the starting rate for their grade shall be placed on the wage chart at the starting rate. (No one will receive less than the starting rate for their job grade).

7. Effective 12/28/14, the pay grade for the:

Health Information Correspondence Technician (HICT) is Grade 5
Lead Health Information Correspondence Technician is Grade 5L

8. Between the date of this MOU and 12/28/2014, no new Health Information Correspondence Technicians or Leads will be hired at a wage rate which exceeds the rate of the lowest paid Health Information Correspondence Technician or Lead currently employed. This restriction will not apply to other bargaining unit employees who transfer from other positions and who are eligible for higher wage rates as specified in the transfer and promotion provisions of the collective bargaining agreement.
9. Unused PTO will be converted to vacation. All vacation above the Local 2 threshold shall be paid out as taxable income by 2/13/15.
10. Unused ESL shall be converted into a sick leave bank as specified by the Local 2 contract.
11. With the exception of the items detailed above in this MOU, all provisions of the collective bargaining agreement apply to the employees in the positions named in this MOU.

Agreed:


Mike Cowan, OPEIU, Local 2


12/5/14
Date


Tara Simmons, Health Information Correspondence Technician

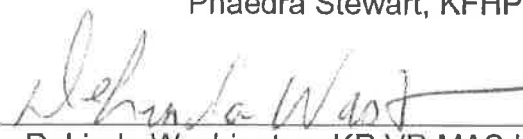
12/5/14
Date


Michael Divitto, Health Information Correspondence Technician

12/5/14
Date


Phaedra Stewart, KFHP-MAS

12/5/14
Date


DeLinda Washington, KP VP-MAS Human Resource

12/11/2014
Date

MOU REGARDED EXPEDITED ARBITRATION PROCEDURES

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. ("Kaiser") and Office and Professional Employees International Union, Local 2, AFL-CIO ("Union" and collectively "Parties") have agreed to implement a pilot project to resolve grievances more expeditiously by utilizing the expedited arbitration procedures set out in this Agreement. This Expedited Arbitration Agreement ("Agreement") becomes effective as of the date of the last signature below.

AGREEMENT

1. **Expedited Arbitration Process.** The Parties will use the expedited arbitration process to schedule and present multiple cases in one day of hearing. The process consists of the following:

a. The Parties shall mutually select grievances appealed to arbitration involving either challenges to employee corrective action less than termination or contract interpretation issues which the parties collectively deem to have low potential impact. The Parties shall endeavor to select multiple cases to be arbitrated on a single day of hearings. The Parties must agree on the grievances that will be heard under this procedure.

b. The Parties are encouraged to meet at least ten (10) business days in advance of the hearing to stipulate to undisputed facts.

c. The Parties shall exchange all documents that may be used as exhibits at the hearing of a particular case at least fifteen (15) business days in advance of the hearing. It is understood that, since the parties will continue to investigate and prepare cases during the fifteen day period, additional documents may be identified. Those additional documents will be forwarded to opposing counsel promptly, but in any event no later than five (5) business days before the hearing. Absent mutual agreement by the Parties, or absent a showing of good cause accepted by the Arbitrator as to why a document should be admitted into evidence, the Arbitrator at a hearing shall not admit into evidence or consider a document that has not been timely exchanged. Prior to the presentations of the case (see d. below), the Arbitrator shall admit all relevant exhibits into evidence. The Arbitrator should rule on the admissibility of exhibits to the extent that the Parties are unable to agree.

d. Presentation of a case at a hearing is limited to a Party making an oral statement of the case. Parties may make reference to any applicable exhibits that have been admitted into evidence by the Arbitrator. Such oral statements shall be considered evidence and along with exhibits, stipulations, and any testimony referenced in paragraph e, constitute the entirety of the evidence on which the Arbitrator will base his/her decision. Further, the Parties may only raise issues in their respective oral

presentations which they advanced during the grievance process. Each Party has a maximum of thirty (30) minutes to present its case, although the Arbitrator, at his/her discretion, may extend that period.

e. At the conclusion of opening statements, the Arbitrator may request that specific witnesses testify in order to clarify issues or to resolve material factual disputes. The Arbitrator shall identify the issues upon which he/she is requesting the witness to testify. In the event that the Arbitrator requests to receive testimony from witnesses, these witnesses should generally be limited to the grievant and/or the management decision maker and/or any other witness deemed by the Arbitrator to be capable of providing centrally relevant fact testimony. Examination of any witnesses shall be conducted by the Arbitrator. Each party may be given the opportunity to examine the witness after the arbitrator has finished his/her examination.

f. Each case is subject to the applicable burden of proof. Further, the Arbitrator has authority to formulate the issue(s) and decide on the applicable burden of proof if the Parties are unable to reach agreement.

g. The Arbitrator shall communicate his/her decision orally to the Parties at the hearing and provide a brief written decision within three business days of the hearing. The Arbitrator's decision shall be final and binding. The Arbitrator's decision shall not be precedent setting in any manner, and the Parties agree not to use or refer to the decision in any subsequent grievance or arbitration proceeding between the Parties.

h. Either or both parties may retain a court reporting service to record a hearing and prepare a written transcript of proceedings. However, only the party (or parties) requesting the reporter and/or the transcript will be responsible for the cost of the reporter.

i. The Grievant and an Employer representative may attend a hearing in addition to the Parties' representatives presenting a case. If either Party identifies any other individual(s) who may be a significant potential witness, that Party shall notify such individual(s) to be available for telephonic testimony at his/her workplace on the day of the hearing.

2. **Arbitrator.** The Parties shall mutually agree on the arbitrator(s) to be used in the expedited process.

3. **Cost of Arbitration.** Each Party shall pay one-half (1/2) the cost of an Arbitrator's fee and any other arbitration related cost mutually agreed to.

4. **Jointly Drafted.** The Parties have jointly negotiated and drafted this Agreement and, accordingly, any uncertainty or ambiguity shall not be construed for or against any Party.

5. Termination of Agreement. This Agreement will terminate six months from the date it becomes effective.

KAISER FOUNDATION HEALTH PLAN OF
THE MID-ATLANTIC STATES, INC.

By 

Dated: May 29, 2015

Authorized Representative of Kaiser
Foundation Health Plan of the Mid-Atlantic
States, Inc.

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 2

By 

Dated: May 29, 2015

Authorized Representative of Office &
Professional Employees International Union,
Local 2

Memorandum of Understanding for the Vision Services Assistant
Between
OPEIU, Local 2
And
KFHP-MAS

The parties agree to a pilot program that originated as a result of patient requests for Saturday service hours. KP will offer service for up to 30 Saturdays per year or 3 Saturdays per month. With the current staffing level employees may work up to 3 Saturdays per year/per person. Saturday work will not be offered or required during a week where there is a holiday (10 holidays).

Such Saturday hours shall be paid in accordance with the overtime, differential and stipend provisions of the Collective Bargaining Agreements. Additionally, employees shall be granted an additional day off during the week when a Saturday is worked.

A systematic approach will be taken to staffing the Saturday workday and swing day during the week. Ideally, an Optometrist and Vision Services Assistant II (VSAIL) from the same location will be paired for the Saturday workday and swing day.

- A swing day is defined as an alternative day off during a week when a Saturday is worked.

The following Centers will be grouped as support areas:

- Gaithersburg, Silver Spring, Capital Hill and Kensington
- Marlow Heights, Camp Spring, Largo and Capital Hill

If it is not possible for a Optometrist and VSAIL of the same Center to find corresponding Saturdays and swing days; the Employer shall first look to the same Center to see if there is a volunteer to change with another employee in that Center.

If a volunteer is not found within the Center that has the need, the Employer will then look to a Center included in the same support area to see if a team will volunteer to switch Saturdays.

- A team is defined as an Optometrist and a VSAIL that have the same Saturday and swing day.

If a team does not volunteer for the week, it will be marked as an exception. The Employer will then look for a volunteer from any Center from outside the support area.

If a volunteer is not located an offer will be made to employees who work in a position that was posted/hired for Saturday work.

If a volunteer is not located an offer will be made to on-call/travelers.

If all of the above alternatives have failed to produce an employee to work on the Saturday the Employer may schedule by "reverse seniority" an employee whose job posting allows for required Saturday work.

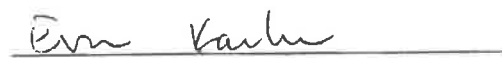
Nothing in this Agreement shall waive Section 1- H.3 Mandatory Overtime Assignments of the National Agreement.


Swing days may be taken Monday through Friday. Monday and Friday requests will be considered based on the staffing/vacation approvals in the department. Additionally, an employee who is scheduled to work a Saturday may use the swing day in lieu of being charged leave during the same week as the swing day. An employee's swing day shall not be dictated by the Doctor's schedule.

Should the OPEIU members be unwilling to volunteer for the schedule changes, and the parties are unable to come to a mutually agreeable resolution; the Union reserves the rights under the Collective Bargaining Agreement to move to a Regional bid for employee schedules.

All other terms and conditions of the OPEIU Local 2 Collective Bargaining Agreement and the National Agreement continue to apply.


For Local 2


For Kaiser Permanente


Date

Memorandum of Understanding
between
OPEIU, Local 2 and KFHP-MAS

dated

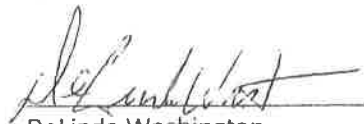
Labor Management Partnership

This Memorandum of Understanding (MOU) between Office and Professional Employees International Union, Local 2 and Kaiser Foundations Health Plan of the Mid-Atlantic States is intended to document the mutual interest of the parties to establish a Committee.

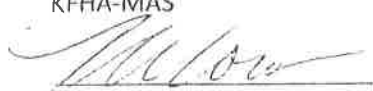
The parties agree to the following:


1. Establish a Committee comprising 4 members of labor and management each, and subject matter experts as needed to study Innovation, 24/7 Operations, and Telecommuting and make recommendations to the VP of HR-MAS and OPEIU Union Leader.
2. Recommendations will be submitted by December 31, 2015.

Agreed:


DeLinda Washington
KFHA-MAS


Date


Michael Cowan
OPEIU, Local 2


Date

Memorandum of Understanding to the Collective Bargaining Agreement
Between OPEIU, Local 2 and KP-MAS

This Memorandum of Understanding (MOU) between the Office and Professional Employees International Union, Local 2, AFLCIO and Kaiser Permanente Health Plan of the Mid-Atlantic States, Inc.

The Employer agrees to recognize the Union's jurisdiction over classifications set forth in the Agreements between OPEIU, Local 2 and KP-MAS. The term "on-call employee" refers to those employees whose normal workweek is one (1) hour or more. Such on-call employees shall be covered employees for purposes of union membership, but shall not be entitled to any leave, holiday, shift differentials, pension, career development, insured benefits or benefits provided in Article 2 Seniority, Articles 3 and 12, with the exception of section 3.8 Temporary/On-Call Employee and 12.3 Joint Review of Problem Situations (Clerical and Technical) and 9.4 (Optometrist and Pharmacists). On-call employees are eligible for an "in-lieu of benefits" differential, until such time as they may be converted to a benefited status and receive benefits. This provision does not waive any benefits mandated by law.

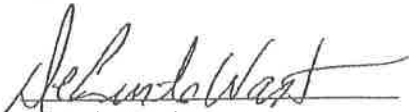
If an on call employee is selected for a permanent position, the employee's seniority date will be made retroactive for all hours worked after (ratification date).

On-call employees shall be added to the regular bi-weekly list of employees provided to the Union. The Union shall be provided a list of on call employees' date of hire and hours worked on a monthly basis upon request. The Union shall be provided with access to these employees during the new employee orientation meeting.

The Employer shall deduct initiation fees, monthly dues, and voluntary political education program (PEP) contributions in accordance with the Collective Bargaining Agreements. All on-call or temporary employees shall be required as a condition of employment to maintain their membership in Accordance with Article 1.

Seniority provisions for current bargaining unit members who bid to an on-call position will have seniority treated in accordance with Article 2 (a).

Agreed:


DeLinda Washington


Date


Michael Cowan


Date

Memorandum of Understanding
between
OPEIU, Local 2 and KFHP-MAS


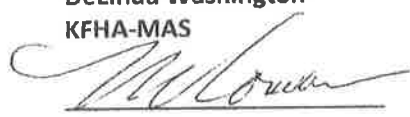
Floater

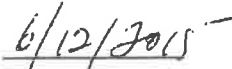
This Memorandum of Understanding (MOU) between Office and Professional Employees International Union, Local 2 and Kaiser Foundations Health Plan of the Mid-Atlantic States is intended to document details concerning the implementation of Floaters as a tool to transition the excessive use of On-Call into benefited positions consistent with **Article 3.8 Temporary/On-Call** of the local collective bargaining agreement.


The parties agree to the following:

1. Each Floater will be assigned a home base as their regular work location. A Floater will receive a \$1.00 per hour stipend in addition to their regular hourly wage rate.
2. Floaters will be reimbursed for mileage and tolls incurred as a result of being reassigned to work at a location greater than thirty (30) miles from home base one way.
3. Floaters shall receive their weekly work schedule at least one (1) week in advance. Floaters will be afforded consideration for travel time if reassigned to a different work location within **twenty-four (24)** hours of shift start time. Changes to hours of work assignments **with** less than **twenty-four (24)** hours shall require mutual consent **with employee**. Changes to schedules given with greater **than twenty-four (24)** hours advance notice in which Floaters are not able to accommodate will be considered unplanned leave. There shall be **ten (10)** hours between shifts unless mutual consent **with employee**.
4. Management shall cover initial fees for additional licensure requirements for current employees.
5. Seniority among Floaters shall apply in the event of layoffs, and time off requests in accordance with applicable provisions of the local collective bargaining agreement.
6. Within six (6) months following the effective date of this MOU the local parties shall assess the feasibility of utilizing Floaters based upon service area, including staffing levels, home base assignments and other factors. Floaters shall be implemented within twelve (12) months following the effective date of this MOU applicable.
7. Current employees in Floater positions shall not be affected by this MOU.

Agreed:


DeLinda Washington
KFHA-MAS

Michael Cowan
OPEIU, Local 2


Date


Date



Policy Title: Inclement Weather & Building Closures	Policy Number: MAS.HR.012
Owner Department: Human Resources	Effective Date: 05/22/09, rev. 3/06/11, 3/5/13, 06/12/15
Custodian: Human Resources Policy Consultant	Page: 1 of 4

Inclement Weather & Building Closures

1.0 Policy Statement

It is the policy of KFHP-MAS to remain open. During weather emergencies and other special circumstances, it may be necessary to change the status of clinical operations and administrative services depending upon the circumstances.

2.0 Purpose

To clearly define what is expected of employees with respect to reporting for work or facility closures during inclement weather and other events that may result in building closure.

3.0 Scope/Coverage

3.1 This policy applies to all employees working for KFHP-MAS

3.2 Applicable Collective Bargaining Agreements supercede this policy.

4.0 Definitions

Essential Employees:

4.1.1 Each department may develop a list of essential personnel who are required to report to work in any weather emergency so that operations may be maintained.

4.1.2 Essential employees will be required to work even though the facilities are officially closed due to a weather emergency. These are typically employees who give medical advice and who care for members who come to facilities because of urgent medical needs and building engineers. Employees performing other functions may also be required to work.

5.0 Provisions

5.1 Notice of Facility Status

5.1.1 The region operates a status line for all Mid-Atlantic employees. This status line provides physicians and staff with current information on the status of operations in Kaiser Permanente facilities. **To hear the messages on the weather status line, call: 1-877-782-8627**

5.1.2 Employees and physicians are expected to frequently check the status line, voice mail and/or online services for information about operations and/or closures in the event of inclement weather and to report to work as directed.



Policy Title: Inclement Weather & Building Closures	Policy Number: MAS.HR.012
Owner Department: Human Resources	Effective Date: 05/22/09, rev. 3/06/11, 3/5/13, 06/12/15
Custodian: Human Resources Policy Consultant	Page: 2 of 4

5.2 Pay Practices for Open Facilities

5.2.1 Non-Exempt Staff

- 5.2.1.1** If a non-exempt employee is unable to report to work during a period when his/her location is open, the employee may be eligible for paid leave for hours missed. In order to be eligible, the employee must contact his/her supervisor (or designee) directly to explain the circumstances and must have vacation or personal leave accrued. If the employee does not have leave accrued, the supervisor may authorize leave without pay. If the request for leave is disapproved, the employee will be expected to report to work according to his/her normal schedule.
- 5.2.1.2** If an employee arrives at work late (within one hour of the beginning of his/her scheduled shift) because of inclement weather conditions, the employee will be paid for the total scheduled shift. If a non-exempt employee's late arrival exceeds one hour, the employee will be paid for the number of hours worked. Accrued leave may be used for hours scheduled but not worked if the reason for lateness is approved.
- 5.2.1.3** During inclement weather conditions, if an employee needs to leave work early and the facility is still open, approval must be received from the supervisor through normal channels. If a non-exempt employee receives such approval, the employee will sign out and be paid for hours worked, with the remainder of the non-exempt employee's normally scheduled work hours being charged to accrued vacation, personal leave, or leave without pay.
- 5.2.1.4** The supervisor must exercise sound judgment and discretion in evaluating the circumstances of the individual employee arriving late or asking for time off, versus the circumstances of those employees who were able to work, so as to assure that the authorization of leave is granted in an equitable and fair manner.
- 5.2.1.5** In the event of closures and/or emergencies that affect a particular medical center or area, employees may be asked to go to an alternate medical center or work site to complete their shift.
- 5.2.1.5.1** Employees who agree to go the alternate location will be paid mileage from their home center to the alternate site and paid accordingly for all hours worked.



KAISER PERMANENTE® Mid-Atlantic States Human Resources

Policy Title: Inclement Weather & Building Closures	Policy Number: MAS.HR.012
Owner Department: Human Resources	Effective Date: 05/22/09, rev. 3/06/11, 3/5/13, 06/12/15
Custodian: Human Resources Policy Consultant	Page: 3 of 4

- 5.2.1.5.2 Employees who decline to go to an alternate worksite will be charged leave for the time not worked.
- 5.2.1.5.3 If no alternate work location has been offered and the facility is closed, employees will be paid administrative leave for the day or the remaining hours of their shift.
- 5.2.1.5.4 In the event that a building must be evacuated, employees are expected to remain at the facility rally point until they have been released to go back into the building, receive instructions to go to another site to complete their shift or are dismissed to go home by management.
- 5.2.1.5.5 Employees who leave without receiving permission from their supervisor/manager will be considered absent without approved leave (AWOL) and the instance will be considered as unplanned absence.

5.2.2 Exempt Staff

- 5.2.2.1 If an exempt employee is unable to work because of inclement weather conditions when his/her location is open, the employee is expected to utilize Paid Time Off (PTO), if available. The staff person is expected to communicate with his/her manager regarding the reasons for the absence and plans for coverage of necessary services. If the request for leave is disapproved, the employee will be expected to report to work.
- 5.2.2.2 In the event an exempt employee needs to leave work early when the facility is still open, arrangements must be made to ensure that work obligations are covered and that there is coordination with their manager.

5.2.3 Authorization of leave whether paid or unpaid, is to be granted in a fair and equitable manner.

5.3 Pay Practices for Closed Facilities

- 5.3.1 When facilities are officially closed for all or part of a day due to inclement weather, employees will be paid for all regularly scheduled hours, excluding scheduled overtime unless directed to an alternate work location (on-call employees will not be paid). These hours will not be counted as hours worked in determining eligibility for overtime.



KAISER PERMANENTE[®] Mid-Atlantic States Human Resources

Policy Title: Inclement Weather & Building Closures	Policy Number: MAS.HR.012
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Custodian: Human Resources Policy Consultant	Page: 4 of 4

5.3.2 Employees, whose normal place of work closes, but wish to work at a location where services are being provided, should contact their Clinical Operations Manager or Senior Manager. Accommodations will be made when possible and employees will be paid in accordance with the "Essential Personnel" section.

5.3.3 Pay for staff designated as "Essential Personnel"

5.3.3.1 Non-exempt employees, who are essential personnel, will be paid double time (2X) for the hours they are required to work when facilities are otherwise closed due to inclement weather.

6.0 References/Appendices

- EH&S Policy, Disaster Preparedness
- MAS.HR.029, Pay Procedures for Exempt & Non-Exempt Employees
- Applicable Collective Bargaining Agreements

7.0 Signature Line(s)

This policy was approved by the following representative of Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

DeLinda Washington, Vice President of Human Resources

Signature: _____ Date: _____

Revision History

Original Approval Date: 5/22/09	Revision Approved Date: 06/12/15
Original Effective Date: 5/22/09	Revision Effective Date:
Original Communicated Date:	Revision Communicated Date:

Memorandum of Understanding to the Collective Bargaining Agreement

Between KPMAS & OPEIU, Local 2

Additional Labor Representative Positions

Management agrees to the following regarding additional labor representative positions:

- 1) Increase the current .5 FTE Contract Specialist by an additional .5 FTE to create a 1.0 FTE Contract Specialist position. This position will be appointed.
- 2) Create (1) additional Head Steward to represent the Pharmacists in the MAS region.

Agreed:

 7/21/2016
DeLinda Washington
KP-MAS
Date

 7/21/16
Linda Bridges
OPEIU, Local 2
Date

Memorandum of Understanding to the Collective Bargaining Agreement

Between KPMAS & OPEIU, Local 2

Point of Service (POS) Benefit Plan

Management agrees to the following regarding Point of Service (POS) Benefit Plan:

- 1) No new entrants will be allowed to select the POS option, effective 10/1/2015.
 - 2) Current participants are grandfathered and will be allowed to continue their participation for the life of the National Agreement.
 - 3) Continued participation after December 31, 2018 will be determined after further study and review.
-

Memorandum of Understanding to the Collective Bargaining Agreement

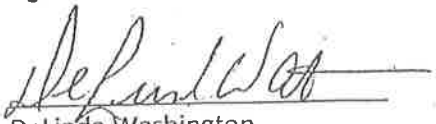
Between KPMAS & OPEIU, Local 2

Additional Labor Representative Positions

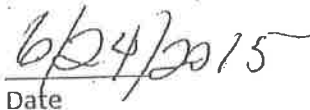
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- 2) Create (1) additional Head Steward to represent the Pharmacists in the MAS region.

Agreed:



Delinda Washington
KP-MAS


Date



Mike Cowan
OPEIU, Local 2


Date

MEMORANDUM of UNDERSTANDING
BETWEEN
OFFICE of PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 2
and
KAISER FOUNDATION HEALTHPLAN of the MID-ATLANTIC STATES REGION

CLINICAL ASSISTANT SKILLS MAXIMIZATION PROGRAM

Office of Professional Employees International Union, Local 2 ("Local Union") and Kaiser Foundation Health Plan of the Mid-Atlantic States ("Employer") hereafter jointly referred to as the "Parties", have agreed to the following, regarding the Clinical Assistant (CA) Skills Maximization Project. Effective the date signed, the Local Union and Employer have reached agreement on the following:

1. The Employer will invest in the enrichment of the CA skills and abilities using an accredited program; allowing CAs to learn from experts in the field; allowing them to provide safer and more efficient care to the members.
2. Training will be provided throughout 2015 and the first quarter of 2016 including classroom, skills lab and clinical placement and competency validation. Upon completion of the training CAs will be assessed and validated on new and old skills based on core competencies that are currently within their scope of practice. All CAs will have the option and be eligible to sit for National Health Career Association's Certified Clinical Medical Assistant (CCMA) Certification Exam.
3. Employees who do not successfully pass the classroom portion of the program, which includes passing a final exam will receive 30 days of coaching and then given an opportunity to re-take the exam and pass. CAs who are unable to pass the exam a 2nd time will be placed in a new cohort and allowed to repeat the entire classroom and skills lab portion of the program. If the CA does not successfully pass the classroom and skills lab portion after a 2nd attempt (3rd attempt at final exam) they will receive an additional 30 days of coaching and then given an opportunity to re-take the exam for a 4th and final attempt, if they do not pass on this 4th and final attempt they will be considered displaced and become eligible for the provisions of the EISA.
4. In accordance with accreditation standards, Northern Virginia Community College maintains established minimum attendance requirements as outlined in the contract with Kaiser
 - *"Participants must attend 90% of the didactic and skills lab. There are no make-up sessions for a missed class. If a participant misses more than 10% of a course, they will not be able to complete the program. To make up a missed program, the participant must enter a new cohort and will be counted as a second enrollment.. Management and Union will work jointly*

in an attempt to resolve situations where exceptional and unforeseen circumstances result in a participant missing more than 10% of a course.

5. CAs that successfully pass the classroom and skills lab portion of the program but are not able to successfully complete validation of a clinical skill competency validation administered during the clinical placement, will be provided with mentoring* and additional training to ensure competency is achieved.
6. Immediately following the conclusion of the program, annual skills assessment for all CAs will be implemented in accordance with skill validation process followed in previous years.

This document is the complete and total one-time agreement regarding the CA Skills Maximization Program. No amendments may be made to this agreement without being reduced to writing and agreed to by the parties. This agreement is not precedent setting. In addition, unless specifically expressed above, does not supersede the language in the CBA regarding future changes.



Mike Cowan, Secretary-Treasurer

OPEIU, Local 2

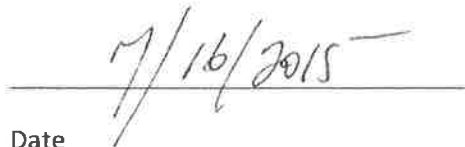


Date



DeLinda Washington, Vice President, HR

KFHP – MAS



Date

Memorandum of Understanding

between

OPEIU, Local 2 and KFHP-MAS

**Integration of the "Analyst, Membership Services Appeal",
"Analyst, Sr. Membership Appeals", "Assoc, Sr Member
Services", "Consultant, Appeals & Correspondence", Specialist,
Member Communications" and "Analyst, Provider Dispute
Resolution"**

Into

the Collective Bargaining Agreement

Date

9/8/15

This Memorandum of Understanding (MOU) between the Office and Professional Employees International Union, Local 2 and Kaiser Foundation Health Plan of the Mid-Atlantic States is intended to document the details of the integration of the "Analyst, Membership Services Appeals", "Analyst, Sr. Membership Appeals", "Associate, Senior Member Services", "Consultant, Appeals & Correspondence", Specialist, Member Communications" and "Analyst, Provider Dispute Resolution" into the existing clerical/technical bargaining unit and collective bargaining agreement.

It is further understood that any agreements between Kaiser and the existing "Analyst, Membership Services Appeal", "Analyst, Sr. Membership Appeals", "Associate, Senior Member Services", "Consultant, Appeals & Correspondence", Specialist, Member Communications" and Analyst, Provider Dispute Resolution" will be honored by the employer and adjustments to their pay levels at the expiration of these specific agreements.

The parties have agreed to the following:

1. Each employee (16+ hours/week) in a job classification listed above (henceforth referred to as "the employees") will be given a bargaining unit seniority date which reflects his/her original date of hire into that position. (Refer to Article 2 (a) of the collective bargaining unit for information regarding breaks in service in those positions.)
2. (a) Each employee who is hired before 05/06/2015 will be assigned a step increase date of August 23, 2015 for the purpose of calculating step increases in 2015 and beyond. (b) Employees hired on or

after 08/23/2015 will be assigned a step increase date as specified in Article 15.7 of the collective bargaining agreement.

3. The employees will be transferred to the M-40 union payroll code effective 08/23/2015 . All contractual provisions regarding pay calculation will go into effect at that time, including leave accruals, premium pay calculations, etc.
4. The employees will go through an open-season to enroll in the benefit programs offered to bargaining unit staff. This open-season will occur as soon as it is practical to do so. The parties acknowledge that the open-season may not take place until the employees are in M-40 status, and that the effective date of the change in benefits will be set accordingly.
5. The "Career Development" processes and funding described in Article 17 of the collective bargaining agreement are in effect for these employees on 01/01/2016.
6. Effective 10/04/2015 employees will each receive the 2.0% ATB increase scheduled for the bargaining unit.
7. Each employee will be placed on the appropriate wage scale, retroactively, as of 08/23/15 (within their new grade). No employee shall continue to earn rates that fall between the pay steps. No employee will be placed at a lower wage rate than they are currently earning. Employees who are currently earning less than the starting rate for their grade shall be placed on the wage chart at the starting rate. (No one will receive less than the starting rate for their job grade).
8. Effective 08/23/15, the pay grades for each position shall be:
 - Lead Appeals & Resolution Specialist, grade 6S, formerly Appeals and Correspondence Consultant
 - Appeals and Resolution Specialist, grade 6R, formerly Sr. Membership Appeals Analyst, Sr. Member Communications Specialist, Member Communications Specialist, Membership Services Appeals Analyst, Provider Dispute Resolution Analyst.
 - Appeals and Resolution Coordinator, grade 6O, formerly Sr. Associate, Sr. Member Services
9. As of the date of this MOU, no new "Lead Appeals & Resolution Specialist", "Appeals and Resolution Specialist" or "Appeals and Resolution Coordinator" will be hired at a wage rate which exceeds the rate of the lowest paid employee in each of the positions currently

currently employed. This restriction will not apply to other bargaining unit employees who transfer from other positions and who are eligible for higher wage rates as specified in the transfer and promotion provisions of the collective bargaining agreement.

10. Unused PTO will be converted to vacation. All vacation above the Local 2 threshold shall be paid out as taxable income by no later than December 31, 2015.
11. Unused ESL shall be converted into a sick leave bank as specified by the Local 2 contract.
12. Lunch will consist of two 15 minute breaks and a 30 minute lunch break combined to create a one (1) hour lunch break for all of the employees in the positions named in this MOU.
13. Effective on the date of the signing of this MOU all employees will begin to work the following shifts:
 - a. 8:30 a.m. – 5:00 p.m.
 - b. 9:00 a.m. – 5:30 p.m.Approximately half of the team will be asked to work each of the above mentioned shifts. Management will ask for volunteers first and then assign shifts based on seniority. **If business needs determine any new schedule changes, it will be handled in accordance with Article 4.1 of the collective bargaining agreement.**
14. **Members of the Appeals Resolution team** are required to respond to expedited appeals in the evening and on weekends and may be required to carry a pager during off hours. The following process will be followed:
 - a. The pager will be assigned on a volunteer basis; in order of seniority, rotated amongst the volunteers based on seniority. The pager will be carried for one week at a time.
 - b. **If there are no volunteers, the pager will be assigned based on inverse seniority. Swapping will be allowed as needed.**
 - c. Individuals carrying the pager will receive \$1.00 per hour to the base salary for all hours that they are carrying the pager.
 - d. If employees are required to answer **an expedited appeal**, they will be paid for a minimum of four hours of overtime. Any additional hours worked over four hours will also be paid as overtime.
15. All members of the Appeals and Correspondence department will be cross-trained **within the department**. This will increase the ability of members of the team to provide coverage for employees who may have a need to take time off.

Refresher training will also be provided to increase overall skill levels for everyone on the team.

16. Vacation requests will be made in accordance with Article 5.6 of the collective bargaining agreement.

With the exception of the items detailed above in this MOU, all provisions of the collective bargaining agreement apply to the employees in the positions named in this MOU.

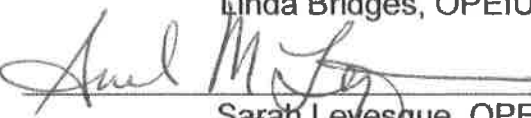
Agreed:


Mike Cowan, OPEIU, Local 2

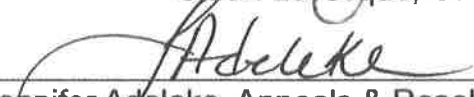
9/8/15
Date


Linda Bridges, OPEIU, Local 2

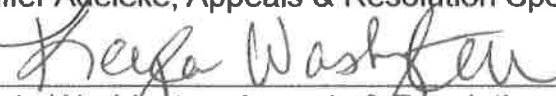
9/8/15
Date


Sarah Levesque, OPEIU Local 2


9/8/15
Date


Jennifer Adeleke, Appeals & Resolution Specialist

9/16/2015
Date


Keyla Washington, Appeals & Resolution Specialist

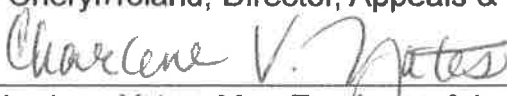
9/16/2015


Delores Smith, Appeals & Resolution Specialist


9/16/2015
Date


Cheryl Toland, Director, Appeals & Correspondence

9/15/2015 9/15/2015
Date


Charlene Yates, Mgr, Employee & Labor Relations

9/16/2015
Date


Michael Brown, Sr. Director, Human Resources

9/9/15
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION
OCTOBER 20, 2015

Office and Professional Employees International Union, Local 2 ("Local 2") and Kaiser Foundation Health Plan of the Mid-Atlantic States Region ("Employer"), hereafter jointly referred to as the "Parties", have agreed to the following regarding the Surgical Technologist.

1. Surgical Technologist.

- a. The Employer has identified a need to address the difficulty in attracting and retaining employees in the Surgical Technologist (job codes 00599 and 01599) position.
- b. The Parties agree to add \$3.00 to Step 1. The spread between steps will be maintained throughout the entire scale.
- c. The full scale is provided below:

GRADE	START RATE Step 1	AFTER 1 YEAR Step 2	AFTER 2 YEARS Step 3	AFTER 3 YEARS Step 4	AFTER 4 YEARS Step 5	AFTER 5 YEARS Step 6	AFTER 6 YEARS Step 7
GRADE 60R	24.927770	25.375202	25.950424	26.733129	27.539373	28.369537	29.224570
Regular	51.850	52.780	53.977	55.605	57.262	59.009	60.787
GRADE 61R	26.427770	26.875202	27.450424	28.233129	29.039373	29.869537	30.724570
SHORT HOUR/ON-CALL	54.970	55.900	57.097	58.725	60.402	62.129	63.907

LONGEVITY STEPS *							
GRADE	AFTER 7 YEARS Step 8	AFTER 8 YEARS Step 9	AFTER 9 YEARS Step 10	AFTER 10 YEARS Step 11	AFTER 15 Years Step 12	AFTER 20 Years Step 13	AFTER 25 Years Step 14
GRADE 60R	30.105421	31.013040	31.947015	32.910097	33.901567	34.922781	35.974631
Regular	62.619	64.507	66.451	68.453	70.515	72.639	74.827
GRADE 61R	31.605421	32.513040	33.447015	34.410097	35.401567	36.422781	37.474631
SHORT HOUR/ON-CALL	65.739	67.627	69.571	71.573	73.635	75.759	77.947

- d. All existing employees in these job classifications will receive the appropriate increase effective November 1, 2015.

EMPLOYER M.D.B.

Date: 10.28.15

UNION Indie Builders

Date: 10.28.15

Language Clarification Addendum

Non-economic, limited to the following issues:

Seniority in regards to (or in general) transition and merging multiple locations.

24-7 Hours of work

Grievance (current language has positions that no longer exist)

,4) Holiday language - clarify reflecting 24-7 operation

Hub Transition process have plan already agreed to

No other issues shall be discussed between the parties regarding language in their current collective bargaining agreements

All conversations shall be completed within 6 months of completion of national · bargaining



KAISER PERMANENTE®

Mid-Atlantic Permanente Medical Group, P.C.
Kaiser Foundation Health Plan of the Mid- Atlantic
States, Inc.

May 10, 2001

Mike Cowan
OPEIU, Local 2
8455 Colesville Road
Suite 1250
Silver Spring, MD 20910

Dear Mike,

Attached please find a copy of the revised OPEIU contract and wage schedules with the following wage changes per the Partnership Trust Fund;
10/01 less \$.06 10/02 less \$.07 10/03 less \$.08 10/04 less \$.09
If you have any questions please call me at (301) 816-6125.

Sincerely,

Denise S. Jones
Labor Relations Manager DSJ/ljh

Denise S. Jones / LDPH

Ref: LMP Trust Fund

Office & Professional Employees International Union, Local 2

8555 16th Street, Suite 550, Silver Spring, Maryland 20910

APPLICATION FOR MEMBERSHIP

I hereby make application for admission to membership in the Office & Professional Employees International Union, AFL-CIO, and authorize such organization to be my bargaining representative.

Name _____
(Please Print)
Address _____
Street _____
City _____ State _____ Zip Code _____
Home/Cell Phone _____ Work Phone _____
Employee I.D. _____ Last 4 Digits SSN _____ Date of Birth ____/____/____

Sr. _____
Jr. _____ Male _____
II _____
III _____ Female _____

Dues, contributions, or gifts to Local 2, Office & Professional Employees International Union, AFL-CIO are not deductible charitable contributions for federal income tax purposes. Dues paid to Local 2, Office & Professional Employees International Union, AFL-CIO, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Please Fill in Reverse Side)

Revised 9/2011



Current Employer _____
Branch or Location _____
Job Title _____ Salary _____ Date Employed _____
Previous Employer _____
Previous Union Membership (if any) _____
Name of Death Beneficiary _____ Relationship _____
Address of Beneficiary _____

INITIATORY OBLIGATION

If accepted, "I pledge my honor to faithfully comply with the Constitution, Laws, and all amendments thereto, of Office and Professional Employees Union, Local 2, and of the International Union. I further promise not to divulge or make public any of the private proceedings of this Union, to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union; and at all times to bear true and faithful allegiance to the Office & Professional Employees International Union of the AFL-CIO.

(Signature)

Date

(Shop Steward or Current Member)

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 2 UNION CHECKOFF AUTHORIZATION

I hereby authorize _____

my Employer, to deduct from my wages as an employee of said Employer, sums amounting to or equal to OPEIU Local 2's initiation fee, and, during each month of my employment as a non-supervisory employee, a sum amounting to or equal to regular membership dues of OPEIU Local 2, and to remit same promptly to OPEIU Local 2. This authorization shall be irrevocable for a period of one year from the date hereof or until the expiration of the present collective bargaining agreement between my Employer and OPEIU Local 2, whichever is the shorter of the two periods, without regard to my membership status in OPEIU, Local 2. I may revoke this authorization only by giving written notice of such revocation by mail to both the Employer and OPEIU, Local 2 postmarked within the ten (10) day period prior to the anniversary date of this authorization, or within the ten (10) day period prior to the expiration date of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such notice and revocation submitted in accordance with the foregoing, this authorization shall be irrevocably renewed under the same terms as set forth above, for successive additional one-year periods or until the end of an applicable collective bargaining agreement, whichever occurs sooner.

Signed

Date

Print Full Name Here



LABOR-MANAGEMENT PARTNERSHIP AGREEMENT

CLARIFICATION OF EMPLOYMENT SECURITY PRINCIPLES AND APPLICATION

October 20, 1999

LABOR-MANAGEMENT PARTNERSHIP EQUATION PERFORMANCE = SECURITY + GOVERNANCE + REWARDS

LANGUAGE FROM PARTNERSHIP AGREEMENT SIGNED JUNE, 1997:

PARTNERSHIP AGREEMENT GOAL: *"Provide Kaiser Permanente employees with the maximum possible employment and income security within Kaiser Permanente and/or the health care field."*

PARTNERSHIP AGREEMENT LANGUAGE: *"The parties acknowledge a mutual obligation and intention to maximize employment security for Kaiser Permanente employees. As such, it is the intent of the parties of the Partnership to avoid the displacement of any Kaiser Permanente employee. We recognize that there could be circumstances when such a commitment cannot be achieved. In such cases, the Partnership will make use of attrition, growth of the business, aggressive job matching, short-term training efforts and other mechanisms agreed upon by the Partnership participants. There will be no loss of employment to any employee because of participation in a Partnership program at the worksite."*

The National Labor-Management Partnership Agreement unites Kaiser Permanente and signatory labor organizations in a common goal to make Kaiser Permanente the pre-eminent deliverer of health care in the United States. We are jointly committed to demonstrating that labor-management collaboration produces superior health care outcomes, market leading competitive performance and a superior workplace for Kaiser Permanente employees.

Employment Security is a goal of the Partnership and one of the cornerstones of workforce engagement and, as such, is an integral part of the Partnership commitment to market leading performance. It represents an expression of the vision of Kaiser Permanente and the Unions to provide a new level of commitment to employment and income security for Kaiser Permanente employees covered by the Partnership, with a goal of doing everything reasonably possible to avoid the permanent displacement of personnel.

It is our belief that workforce engagement is critical to the success of changing the way we do work, resulting in better quality, greater efficiencies and increased growth. It is unrealistic, however, to expect employees to participate in process improvements if as a result they redesign themselves out of a job or if the result is their co-workers lose their jobs.

THE COMMITMENT TO EMPLOYMENT AND INCOME SECURITY

Our commitment is to re-deploy, not lay-off, employees who are displaced. Accomplishing our Employment Security goal will require new behaviors and approaches from both Kaiser Permanente and the Unions, including:

- Increased planning and flexibility -- It is not the intent of the parties to discard or ignore existing contract provisions such as seniority, job posting, or displacement. However, the Employer's ability to honor its commitment to maximize employment security and locate economically feasible alternatives for displaced employees may be directly proportional to union flexibility with regard to such provisions. Accordingly, it is expected that unions will develop a process to achieve flexibility in contract provisions when necessary to maximize employee opportunities during periods of transition.
- Resources, time and new processes -- Maximizing employment security requires a mutual commitment to engage in proactive problem solving at the onset of a problem and to allow sufficient time to process solutions. It also requires a commitment to provide reasonable transitions for those affected and to consider solutions in light of current business and operational goals and realities. And, it assumes establishment of an aggressive workforce planning process--a formal long-term approach to managing the "people" resources of Kaiser Permanente.

Turnover will provide opportunities to allow displaced persons to return to their former classification. However, the parties recognize that an employee's ability to return to his/her former classification may not always be possible due to rapid changes in technology and the health care environment.

The following is what it will minimally require to achieve the employment and income security in all situations other than those defined as extraordinary circumstances, and is intended to assist the parties in implementing the Employment and Income Security provision. The parties are encouraged to use creativity in adapting these principles to respond to local situations.

The Partnership Agreement recognizes that extraordinary circumstances, as deemed by Program level Health Plan/Hospitals leadership and Permanente Medical Group leadership, could present situations which would require the parties to come together for a high level joint review to examine what is appropriate for that situation. Examples of extraordinary circumstances are those which impact a significant number of employees and could include closure or divestiture of KP operations, severe KP membership or financial losses, technological changes which impact job classifications, legislative or regulatory changes which broadly affect operations, etc.

WORKFORCE PLANNING

Collectively, the parties will develop and oversee a comprehensive workforce planning strategy and implementation plan. Oversight responsibility for the plan elements and results relating to Employment Security will reside with the Senior Partnership Committee (SPC). Regions, together with their union partners and with Human Resources and Labor Relations, will have accountability in their areas of responsibility for developing and implementing plans which are integrated with the overall strategic business plans and consistent with Employment Security goals.

Workforce planning includes:

- Identification of existing and anticipated shortages
- Identification of both emerging and obsolete skills or job classifications
- Analysis of workforce demographics, e.g., age, skill, education
- Projections of changes in the health care field and implications for Kaiser Permanente
- Impact of Kaiser Permanente business plans on the workforce
- Mechanisms and action plans for:
 - Retraining opportunities
 - Harvesting vacancies for placing displaced employees
 - Creating positive incentives for managers to accept displaced employees and to provide retraining
 - Formal redeployment plans
 - Union and management flexibility in terms of policies, practices or contract language barriers
 - Changing hiring policies to compensate for redeployment efforts and reflect practices necessary to support a strong employment security commitment
 - Reviewing the feasibility of internalizing services or functions which are performed by external providers

The workforce planning strategy is expected to define roles and responsibilities, including both tasks and needed changes in awareness levels. Everyone, both management and union, must view potential vacancies as redeployment opportunities and be held accountable for achieving employment and income security goals.

EMPLOYMENT SECURITY

Employment security for re-deployment purposes is defined as:

- Comparable number of hours of previously scheduled weekly hours
- Comparable classification, if possible
- Placement at a facility within a reasonable geographic area of the previous facility

- or an employee's residence
- Comparable rate of pay (Same)
- Comparable shift (Day, Evening, or Night. Specific shift hours may vary.)

In situations where a comparable classification is not available, work as nearly comparable as possible will be provided, with the intent of re-assigning the employee to his/her former classification when and if such work becomes available.

In some situations, it may not be possible to provide comparability in all dimensions outlined above. Managers and unions within regions are advised to develop a process to handle such situations. An effective process will include a methodology for allowing employees to prioritize the dimensions that are most critical to them and for insuring that seniority of displaced employees is used in determining choice of available positions.

REDEPLOYMENT AND TRANSITION STATUS

A displaced employee who cannot secure a position in the same classification previously held will be placed into an available position in the most comparable classification for which he/she qualifies. The employee's current rate of pay will be maintained during a transition period of one year or longer, if mutually agreed to. (Individuals placed in a higher classification will be paid the higher wage rate.) The purpose of transition status is to maintain employment and income for an affected employee for a temporary period of time with the intent of returning to the previous classification when an appropriate vacancy becomes available. While in transition status, an employee will maintain the benefits status he/she held prior to transition.

During transition status, the Employer and the employee have a mutual accountability to monitor vacancies for potential placement back into the previously held position. Whenever possible, employees on transition status should have preference for such vacancies. Employees are expected to accept opportunities for a comparable position, or the privileges of the transition status will be forfeited. In the event there is a strong likelihood that the previous classification will no longer be available, the employee is expected to actively seek education and training to qualify for a different position. It is the intent of the parties to provide reasonable education and training opportunities for employees to pursue.

To effectively place employees out of the "transition status", a workforce planning strategy must be employed to plan for and capture potential vacancies. A joint process to review the situations of employees on transition status is recommended. The employer, the union and the employee have a mutual and continuing accountability to actively utilize the transition period to achieve return to the previous classification or to explore other avenues which help meet employment security goals.

At the end of one year, employees who have not returned to their prior classification will be paid in accordance with the wage scale of the position they occupy. Management and the unions in each Region are also encouraged to consider other options which may be mutually agreeable and which provide a reasonable transition. Examples include "red circle" formulas, "grandfathering", or other solutions. However, to assure appropriate consistency and fairness, the parties are encouraged to select a single option to apply to the current situation, or at a minimum, to clarify up front which option will apply in given circumstances. Existing contract language may also provide or define appropriate solutions.

PROCESS

The Partnership Agreement outlines the intent of Kaiser Permanente and the signatory unions to instill a culture of workforce engagement and joint problem solving. This means that when a problem or issue is identified, whether by management, unions or the workforce, all parties will engage in defining the problem and its resolution. This engagement means that management will need to be more inclusive in the solution finding process and the unions and employees will need to be more responsive in helping find the solutions. These employment security principles are intended to insure that the parties freely and creatively enter into problem solving.

It is hoped that these principles will assist the parties in exploring all reasonable efforts for redeployment and transition for employees impacted by changes. It is expected that each Region will develop and utilize a Partnership appeal mechanism to review any situations in which achieving employment security goals is particularly challenging or in which either party feels there is a failure to adhere to the mutual commitments regarding employment security. The following are suggested for inclusion in such a review:

- Redeployment opportunities explored
- Retraining opportunities explored
- Transition options explored
- Other avenues considered
- Alternatives such as voluntary severance, leaves of absence, etc.
- Options for resolving the situation

An impasse resolution mechanism will be defined by the parties in advance to address situations where the parties cannot reach agreement on the above. Suggestions include the use of a third-party neutral or a small panel that is empowered to reach a decision. The panel could be composed of local representatives, representatives from the SPC or Office of Labor-Management Partnership (OLMP) or any other qualified representatives acceptable to both parties.

September 18, 2013

Employment and Income Security Agreement

Clarification and Understandings

The Parties met and discussed the application of certain provisions of the Employment and Income Security Agreement (EISA) as well as the Clarification of Employment Security and Application document. The following are the clarifications and understandings of certain provisions of the EISA.

- The provisions of the EISA apply along with the provisions of the Local CBA; the application of the former is not conditional on agreement to modify the terms of the latter.
- The one-year transition period begins on the date that is agreed to by the parties, taking into consideration the circumstances of the situation. If the parties do not reach an agreement, the one-year transition period begins on the date the employee leaves the job voluntarily or is displaced.

The following examples are provided for guidance and do not represent all potential scenarios which may occur. The employee could leave voluntarily in several scenarios. If the employee leaves for a higher paying or comparable position, the goal of the EISA has been met and no transition period applies. If the employee leaves for a lower paying position, a one year transition period would apply. The employee could also be permanently displaced by accepting a severance agreement.

The employee can be effectively displaced in a number of ways: The employee could stay in the home department and perform lesser duties of a different classification, which are substantially different from the former position. The employee could be assigned less than comparable work in the same or different classification in a different department. The employee could perform work in a float pool. The employee could be sent home if there is no work available.

Displaced is the point at which the one year transition period begins and is the point at which the employee is no longer substantially performing the duties of their former position.

- The one-year transition period may exceed one year by agreement of the parties. The transition period would be less than one year if the employee is offered a comparable position and does not accept it.

- The *Clarification of Employment Security Principles and Application*, dated October 20, 1999, provides criteria for determining if a position is comparable and that this group should not add to or clarify those criteria.
- The applicable Local CBA may provide additional guidance in determining if a position is comparable.
- There may be opportunities to negotiate more flexible and standard approaches to administering existing Local CBA seniority and bumping provisions and that discussions to explore those opportunities should occur at the regional, rather than the national, level.
- WFP&D concerns and opportunities should be discussed and addressed by the Regional LMP Councils and by the Labor Management Partnership Strategy Group.
- The Strategy Group should address the question of how to fund EISA training.



Dennis Dabney
KP Management
Tri-Chair



Walter Allen
CKPU
Tri-Chair



Jim Pruitt
Federation PMG
Tri-Chair

Date:

Memorandum of Agreement


The Agreement between **Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.** and **Office & Professional Employees International Union, Local 2**, including all applicable side letters of understanding, shall be effective beginning October 1, 2015 and shall continue in full force and effect up to and including **December 15, 2019**.

This Agreement shall be automatically renewed year to year thereafter unless either party serves upon the other a written notice to modify or terminate the Agreement at least ninety (90) calendar days prior to the expiration date of this Agreement, specified within.

Section 3D of the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions sets forth applicable duration provisions which are hereby adopted and incorporated into this Agreement.

**Office & Professional Employee International
Union, Local 2**

**Kaiser Foundation Health
Plan of the Mid-Atlantic
States, Inc.**


Linda S. Bridges
1st Vice President


Michael D. Brown
Senior Director, Employee/Labor
Relations

Date: October 23, 2015

Date: October 7, 2015



OFFICERS OF LOCAL 2
Office and Professional Employees International Union

Daniel Dyer, President
Michael Cowan, Secretary-Treasurer
Linda Bridges, 1st Vice President
Carolyn Lewis, 2nd Vice President
Eric Starin, 3rd Vice President
Sarah Levesque, Recording Secretary

Executive Board Members

Esther Brockert
Michelle Forrester
Marcia Reid
Mark James
George Kapanoske
Audrey King
Kim Lockhart
Rosemary Meushaw
Carolyn McKethan
Bonnie Oakes
Robert Reid
Leonard Shindel
Caniesha Washington
Bruce Wolf
Louis Wolf

MONTHLY EXECUTIVE BOARD MEETINGS

Held on the third Tuesday of every month at the Local 2 office

QUARTERLY MEMBERSHIP MEETINGS

Held on the first Tuesday of: January, April, July and October
Check Bulletin Board Posting for the Location

Local 2 OFFICE ADDRESS

8555 16th Street, Suite
550 Silver Spring, MD
20910 (301) 608-8080
FAX (301)608-2586

My Local 2 OPEIU shop steward is _____