

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

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

OPTOMETRISTS and PHARMACISTS

Term of Agreement

October 1, 2015 through September 24, 2019



## Our Vision

*Kaiser Permanente Mid-Atlantic States will be the most sought-after leader in providing quality, caring health care that is trusted by all.*

## Our Values Excellence

*We expect and deliver excellence in all our endeavors.*

### Dedication

*We demonstrate dedication by always doing our best.*

### Integrity

*We act with integrity to promote trust, which is the basis for all our relationships.*

### People

*We treat each person like family, with respect, compassion, and dignity.*

### Stewardship

*We ensure our stewardship by using and managing our resources appropriately.*

### Enthusiasm

*We pursue our mission with enthusiasm*

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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).

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 Optometrists and lead Optometrists, Clinical Pharmacists, Admixture Pharmacists, Ambulatory Care Pharmacists and staff Pharmacists employed by the Employer at its facilities located in Maryland, the District of Columbia, and Virginia, as set forth by the NLRB in its decision clarifying the bargaining unit (Case No. 5-RC-15961). The term "regular part-time employees" refers to those whose normal work week is between twenty (20) hours and thirty-nine (39) hours.

When the terms "Optometrist" and/or "Pharmacist" are used throughout this Agreement, they will be deemed to refer to the appropriate represented job classifications listed in the paragraph above. When the terms "employee" and/or "employees" are used, they will be deemed to refer to all bargaining unit employees, irrespective of job title.

No individual supervisors and employees may reach agreements that 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.

The Employer shall provide an opportunity for a Union officer to address the bargaining unit at new employee orientation meetings. The Union officer may delegate this opportunity to his/her chief stewards/shop stewards in both of OPEIU's KP bargaining units on a rotational basis. If this occurs during the steward's working hours, it will be up to the steward 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".
- (d) In reference to on-call and temporary employees, please refer to the Memorandum of Understanding dated June 12, 2015.

### **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 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 the example at the end of this agreement for a sample of the "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 accordance with Section 1.5. 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, the Employer facility, date of hire, and salary of each employee, as recorded in the Employer's personnel file. On quarterly basis (as listed above), the Employer shall supply the Union with a list of employees on leave of absences and those who have returned from leave. This list shall include name, date of leave, and date of return. Also on a quarterly basis (as listed above) and as reported by the employee, the Employer shall supply the Union with changes in marital status, address, phone number, job title, pay grade, salary, location, department, hours of work, and termination (whether by discharge, retirement, resignation, etc.). During new employee orientation, the Employer shall supply the Union with a list, sorted by location, which includes name, date of hire, title, department, location, and FTE value.

## **ARTICLE 2 SENIORITY**

### **2.1 DEFINITION OF SENIORITY**

For all eligible bargaining unit optometrists hired prior to May 19, 2006, their seniority date shall be the date of hire as an optometrist in Kaiser Permanente, Mid-Atlantic States. For all optometrists hired after that date, their seniority date will be their date of hire into the bargaining unit. Seniority shall be utilized, as specified in this Agreement, to grant preferences in promotions, transfers, reductions in force, and as defined elsewhere in the contract. Seniority shall not be utilized for the determination of wage rates or benefits.

The bargaining unit seniority date for Pharmacists covered by this Agreement will be the date that the Pharmacist began work in the Mid-Atlantic States Region as a full-time or part-time employee (20+ hours per week) in a job classification defined in paragraph #2 above or in a Pharmacist position which was later incorporated into one of those job classifications.

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

## **2.2 ACCUMULATION OF SENIORITY**

- (a) Seniority shall continue to accumulate during any approved leave of absence for periods of twelve (12) months or less.
- (b) Employees on layoff status shall maintain all seniority rights, and time on layoff shall count toward accrued seniority.

## **2.3 BREAK IN SERVICE**

- (a) For purposes of this Section, former employees of Kaiser Foundation Health Plan Mid-Atlantic with at least one (1) year of service as a regular employee at the time of resignation, who are rehired by the Employer shall, upon attainment of regular status, be eligible for service credit restoration, provided the break in service did not exceed six (6) months.
- (b) Service credit restoration shall mean eligibility and accumulation of wage rates, the former rate of PTO accrual, and extended sick leave balance will be restored.
- (c) Service credit restoration will become effective upon verification of previous status.

## **2.4 LOSS/REINSTATEMENT OF SENIORITY**

- (a) All accumulated seniority with the Employer shall be lost in any of the following circumstances:
  - (1) Voluntary termination. For purposes of this Agreement, three (3) scheduled workdays of unreported and/or unexcused absence shall be considered a voluntary termination.
  - (2) Discharge for just cause.
  - (3) Failure to return to work from an approved leave of absence as set forth in Article 7, Leave Of Absence.
- (b) All accumulated seniority will be reinstated with the Employer under the following circumstances:
  - (1) If an employee returns to the bargaining unit after being in a non-bargaining unit job for twelve (12) months or less, the employee's former seniority shall be restored except that the time spent outside of the unit shall not be included in determining the employee's seniority date. In this circumstance, the seniority date shall be used for the purpose of bidding back into a bargaining unit job.
  - (2) If an employee returns to the bargaining unit after leaving Kaiser Permanente for twelve (12) months or the employee's former seniority shall be

restored except that time spent outside of Kaiser Permanente shall not be included in the determining the employee's seniority date. Employees wishing to be rehired have no bidding rights under the internal posting process.

## **2.5 TRANSFER OF BARGAINING UNIT SENIORITY**

For seniority purposes, there will be no credit given for service as a Kaiser Permanente employee from another region. Seniority will be recognized as the date of hire as, or transfer in to, a MAS bargaining-unit position as an optometrist or pharmacist.

## **2.6 JOB POSTING AND BIDDING**

(a) Notices of bargaining unit vacancies shall be posted on the bulletin board at each facility for a period of seven (7) calendar days prior to filling the vacancy. The notice should include the job requirements specific to the position being posted. The job description for the position will be maintained by the human resources department for disclosure upon request.

(b) Employees must bid within the posting period in order to be considered for the vacant position. In the event the employee will be absent for periods of up to thirty (30) days, written job bids may be submitted in advance to the appropriate manager via return receipt email or certified letter. The employee should leave a telephone number where he/she can be reached. However, the employer shall not delay the selection process to accommodate absent employees.

(c) An Optometrist shall not be allowed to bid for a position where the optometry managers, ophthalmology managers, or optical managers are related to the employee. In addition, optometrists who are related, as defined in the Principles of Responsibility, cannot work in the same facility. If the department structure changes and optometry leads become responsible for more than one facility, the optometry lead cannot manage a relative. See also Section 3.9, NEPOTISM.

A Pharmacist shall not be allowed to bid for a position where the employee would report directly or indirectly to a supervisor or manager who is a relative. In addition, Pharmacists who are related, as defined in the Principles of Responsibility, cannot work in the same facility unless they are in different departments reporting to different managers. See also Section 3.9, NEPOTISM.

(d) On an annual basis, employees shall have the right to submit an update of their educational background and/or other specialized knowledge that has been acquired. Such updates will be made a part of the employee's personnel file.

(e) Employees shall not be eligible to transfer to another position until they have completed ninety (90) calendar days in their current position, unless the transfer represents a promotion. Non-probationary employees may transfer in less than ninety

(90) calendar days in their current position, only upon mutual agreement of the employee and the Employer.

(f) When the Employer adds a new facility covered by the bargaining unit, any new positions to the budget shall be considered vacancies and shall be posted for bidding. However, when the Employer transfers optometry services from one location or facility to another, the jobs involved shall not be considered vacancies, and no job postings shall be required.

(g) **Shift Assignments for Pharmacists:** When a vacant shift becomes available in a pharmacy, for example through attrition, transfer, or the addition of a new position, the vacant shift will first be offered to Pharmacists already working in the facility. The vacant shift will be given to the most senior Pharmacist who wants it, assuming that the Pharmacist has the needed skills and does not have documented performance deficiencies which would impede them in performing the duties of the shift. If no pharmacist currently working in the Pharmacy wants the vacant shift, it will be posted per Article 2.6.

In cases where a vacancy does not exist, but there is a need to cover new or different hours with existing staff, seniority will be used to make the new assignments. Pharmacists will have the option to choose the new schedules on the basis of seniority. If involuntary assignments need to be made, they will be made on the basis of inverse seniority. If the affected Pharmacists within a facility agree to do so, the hours may be covered through a rotation of staff. In all instances covered in this paragraph, needed skills must be adequate for the shifts being worked, and there must not be documented performance deficiencies which would impede performance of the duties of the shift.

Nothing in this section is meant to imply that current schedules worked by Pharmacists may be claimed by other Pharmacists. It is only meant to clarify the process to be used when shifts become vacant and available.

## **2.7 SELECTION CRITERIA**

(a) In review of the candidates who bid for vacancies, consideration shall be given to the following criteria based upon the specific requirements of the job:

- (1) Overall performance and previous experience, including length of time and performance on the present assignment.
- (2) Demonstrated technical and specialized knowledge and relevant educational background.

(b) In the event the above criteria apply relatively equally between two (2) or more candidates, the job shall be awarded to the more senior employee, in accordance with Article 2.1 of this Agreement.

(c) A corrective action shall not automatically disqualify an employee from job bid consideration. The Employer's decision on whether or not the corrective action will disqualify an employee shall be based upon the seriousness of the incident and length of time since the occurrence of the incident.

## **2.8 SELECTION PROCEDURE**

- (a)** Qualified internal candidates shall be hired before external candidates.
- (b)** Internal applicant employee(s) who are not selected for a position shall be so notified by the hiring supervisor following the job offer. The hiring supervisor shall advise the employee as to the reason he/she was not hired.

## **2.9 EVALUATION PERIOD**

- (a)** Regular employees who are promoted or transferred shall undergo a ninety (90) calendar day evaluation period. Should the employee fail to perform in the new position, he/she shall be returned to his/her former or comparable position held immediately prior to the promotion or transfer and shall be placed on that step rate that would have been appropriate had the promotion or transfer not occurred.
- (b)** An employee who has received a promotion or transfer may return to the former job classification held, as described in Section 2.7(a), provided each of the following conditions are met:
  - (1)** The supervisor has decided to post the job vacated by the employee.
  - (2)** Assuming the job is posted within fourteen (14) calendar days to the employee moving to another position, the employee must return to the former job classification within thirty (30) calendar days following the date the job was posted.
  - (3)** The former job classification has neither been filled nor has a job offer been made to an applicant.

## **2.10 REDUCTION DETERMINATION**

There may be situations in which the Employer determines that a reduction in force, resulting in the layoff of personnel, is necessary. A reduction in force means a reduction of some number of the staff, not the elimination of the unit entirely. Reasons for a reduction of staff/personnel could include membership loss, lack of growth, discontinuance of some services, reorganization, or automation.

When it has been determined by the Employer that the displacement of personnel is necessary, the Employer agrees to notify the Union in as timely fashion as possible, giving at least sixty (60) calendar day notice whenever possible to ensure a neat, orderly process. The Employer and Union will discuss the impact on personnel and may develop alternatives for each to consider. Some alternatives could include placement in on-call or temporary positions, reduction through attrition, placement in other available positions, and training for alternate employment opportunities. In addition, the Employer and Union can discuss benefit and severance options.

## **2.11 NOTIFICATION PERIOD**

Any employee who has been notified that his/her job is being affected due to a reduction in force will be given a minimum of thirty (30) calendar day notice. Whenever possible, the Employer will give sixty (60) calendar day notice or more.

## **2.12 PLACEMENT DURING NOTIFICATION PERIOD**

(a) During the notification period, employees will be permitted to bid on any job for which the employee qualifies or for which the employee could be reasonably qualified within one hundred twenty (120) days of placement. Prior to accepting positions for which the employee could be trained (as defined in 2.7(a) the employee, steward or Union Representative, and supervisor should meet to clarify training, orientation, and feedback expectations.

(b) The time frames described under Section 2.4.F. will be waived in order to permit employees on notification to secure other positions. Displaced employees will be given preference for job vacancies, as defined in the previous paragraph. Once placed, as set forth above, the employee shall not be subject to the six (6) month waiting period described in Section 2.4.F to be placed back into their previous job classification, regardless of location.

(c) If an available job opening at a higher salary is offered to and accepted by any employee during the notification period, the rate of pay for the job, as set forth in the appropriate wage scale, shall become effective on the date the employee assumes the new position.

(d) If the Employer chooses not to have employees work during the notification period, or any portion thereof, the Employer will pay the employees through the end of the notification period. Regardless, these employees will have preferential consideration for vacancies.

## **2.13 DISPLACEMENT PROCEDURE**

In all cases of reduction in work force or layoffs and rehiring, the principles of seniority shall govern. Any staff reductions (for example, decrease in hours) or layoffs will be applied in reverse seniority, with the least senior employees reduced or laid off first.

## **2.14 RECALL PROCEDURE FOR JOB ELIMINATIONS**

Employees whose jobs are eliminated shall be eligible for recall subject to the provisions of this Section:

(a) Job vacancies in the unit shall first be offered to the most senior displaced employee.

(b) Laid off employees shall be eligible for recall for a period of one (1) year from the date of layoff.



**(c)** The Employer shall send the recall notice of job vacancies in the unit by certified mail to the employee's last-known address. The employee must respond to the Employer within eight (8) calendar days whether or not they are interested in the offered position. Employees who have accepted the position must then report for work within fourteen (14) calendar days of the date of acceptance. If an employee doesn't report for work within that timeframe, the employee will be removed from the recall list.

**(d)** Employees on recall may refuse up to two (2) positions being offered. If an employee refuses both positions, the employee will be removed from the recall list.

**(e)** Employees on layoffs can bid as internal candidates on all job vacancies, provided they possess the necessary qualifications to perform the job. If more than one displaced employee applies and are qualified for the same position, seniority will be the deciding factor.

## **2.15 SEVERANCE PAY / HEALTH COVERAGE**

**(a)** The purpose of the following is to summarize severance pay for individuals who are voluntarily or involuntarily separated from the Employer due to layoff. The Agreement applies to any employee in a status of twenty (20) or more hours a week, who has received notice of a layoff.

**(b)** The Employer will first seek volunteers who wish to take advantage of the severance package.

**(c)** Employees will be eligible to receive one **(1)** week of pay for each year of service, with a maximum of (ten) 10 weeks.

**(d)** During the severance period, employees will maintain medical and dental benefits on the same basis as prior to the severance period.

**(e)** During the severance period, the employee can seek assistance from a human resources consultant for help with resume writing.

**(f)** Employees will be permitted to use any unused Employee Assistance Program visits during the severance period.

**(g)** Employees must sign a general release to be eligible for the severance package.

**(h)** Full details of the benefits and conditions will be made available to employees at the time of notification of layoff.

## **2.16 WORKFORCE REDUCTION**

When layoffs are made, they will occur in the following order: temporary, 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,

after the severance period has expired. Employees shall have full recall rights while in the on-call status.

## **2.17 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:

- (1) The new work site must be at least thirty (30) miles from the employee's current residence.
- (2) The new commute must be at least fifteen (15) miles longer than the employee's current commute.
- (3) The move must occur within eleven (11) months of the transfer.

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

## **2.18 SENIORITY TIE-BREAKER**

In the event of a tie, when two (2) or more employees hold the same seniority date, the tie-breaker shall be the last four numbers of the social security number, with the lowest numbering awarded the highest seniority.

## **2.19 SCHEDULING**

If there are changes in schedules, opportunities for changes in shifts, or opportunities for extra hours, seniority will apply.

# **ARTICLE 3 EMPLOYMENT, CORRECTIVE ACTION, AND DISCHARGE**

## **3.1 NEWLY HIRED EMPLOYEES**

All employees hired after the effective date of the Agreement may be terminated with or without cause during the first ninety (90) calendar days of their employment, and they shall be without any seniority or any other rights under this Agreement. Upon successful completion of the said ninety (90) calendar day 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. The document should outline expectations during the extended period.

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. It is divided into two phases. The first phase (Levels 1 and 2) is problem solving and follows a joint discovery process, which is neither adversarial nor disciplinary in nature. The goal of this phase is to determine the root cause of the problem by identifying all of the issues affecting performance and to collaboratively develop options to resolve them. The first phase is informal, with no documentation in the personnel file.

The second phase (Levels 3-5) constitutes discipline. Level 3 is considered to be the first level of discipline and goes into the personnel file. Level 4 is the day of decision (last chance agreement). Level 5 is termination. Levels 1-4 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 and the employee.

An employee who disputes any action at any level under this process, shall have the right to file a grievance.

### **3.4 INVOLUNTARY TERMINATION**

All such employees shall be notified in writing of the reasons for termination. A copy of any discharge notification shall be supplied to the Union.

### **3.5 EMPLOYEE HANDBOOK/POLICIES/PRINCIPLES OF RESPONSIBILITY**

To the extent not inconsistent with any of the express provisions of the Agreement, all employees shall remain subject to the rules and regulations of Kaiser Permanente. These rules and regulations are contained in the Employer's "Employee Handbook", the Employer's guidelines, policies/procedures, and the Employer's Principles of Responsibility. These rules and regulations may, from time to time, be revised. The employee handbook, guidelines, and policies/procedures can also be found on the intranet site for Mid-Atlantic States [<http://kpnet.kp.org/mas/hr.org>]. The Principles of Responsibility can be found on the national compliance intranet site [<http://kpnet.kp.org/national/compliance/>].

### **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 refer to the Memorandum of Understanding dated June 12, 2015.

### **3.9 NEPOTISM**

No Optometrist shall be allowed to report directly or indirectly to a relative who is an optometry manager, ophthalmology manager, or optical manager. In addition, optometrists who are related, as defined in the Principles of Responsibility, cannot work in the same facility. If the department structure changes and optometry leads become responsible for more than one facility, the optometry lead cannot manage a relative.

A Pharmacist shall not be allowed to report directly or indirectly to a supervisor or manager who is a relative. In addition, Pharmacists who are related, as defined in the Principles of Responsibility, cannot work in the same facility unless they are in different areas which report to different managers.

### **3.10 QUALITY OF CARE CONCERNS**

Quality issues in Optometry are handled through the peer review process. Optometrists have the ability to serve on the peer review committee, serving a specified term. Interested optometrists can notify the director of provider and practitioner review and oversight at regional office. (Note: Section 3.10 does not apply to Pharmacists.)

## **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.
- (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.
- (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 and with the approval of the center leadership.
- (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) 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 TRAVEL REIMBURSEMENT**

In a normal work day, 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. In a normal work day, 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. Mileage will be paid to and from location A to B, unless the mileage from location B to home is less than the mileage from location B to A. Normal travel from home to work and work to home shall not be compensated.

## **4.3 MEAL PERIODS**

(a) Each employee scheduled to work a shift of more than six (6) continuous hours shall receive an unpaid meal period.

(b) The primary responsibility for ensuring that employees are able to take meal periods shall rest with the Employer. The Employer will coordinate staffing and master schedules to ensure that all employees receive meal periods. Upon mutual agreement by the employee and supervisor (or his/her designee) employees will be granted flexibility in the scheduling of their meal periods consistent with operational needs.

## **4.4 SCHEDULES**

The Employer will not make a permanent change in any individual Optometrist's schedule without giving the employee at least thirty (30) calendar day notice in writing of such proposed change and an opportunity to discuss and receive input on when and where the changes are to be made.

Where practical, supervisors will inform Pharmacists of temporary changes in schedules at least 30 calendar days in advance. Schedules for the month will be posted by the 15th calendar day of the preceding month.

## **4.5 Overtime Pay (Pharmacists)**

Pharmacists will receive pay at time and one-half (1.5X) for productive hours in excess of 40 in a pay week. Productive hours for overtime include time worked, PTO, and holiday pay.

## **4.6 Overtime Assignments (Pharmacists)**

Overtime assignments resulting from short notice needs will be made by seniority among Pharmacists working at the facility at the time the need occurs. Pre-planned overtime will be offered within the specific pharmacy first, and awarded by seniority. If there are no volunteers, and timing allows for it, overtime will be offered, by seniority, to

Pharmacists outside the facility who have indicated that they want to accept such assignments. Skill and documented performance issues will be considered in overtime assignments as described under "Shift Assignments".

#### **4.7 Time Between Shifts (Pharmacists)**

Pharmacists will not be scheduled in such a way that there are fewer than ten (10) hours between the end of one shift assignment and the beginning of the next. Exceptions to this may occur when (1) the acceptance of such assignments is voluntary, or (2) extenuating circumstances exist which leave no other reasonable options for the supervisor. When such an assignment occurs because of reason (2) above, it will be reported to the next level manager by the supervisor within twenty-four (24) hours.

### **ARTICLE 5 PAID TIME OFF (PTO)**

The PTO plan lets the employee decide how much time s/he needs and how to use it. There is no distinction between vacation, personal, and sick leave. An employee is eligible for PTO benefits according to the length of service and hours worked. Part-time employees will accrue leave on a prorated basis.

20 hrs perwk – 50%  
24 hrs perwk – 60%  
32 hrs perwk – 80%  
36 hrs perwk – 90%

#### **5.1 ACCRUAL OF PTO**

Based on date of hire – each employee will accrue PTO based on the following:

<u>Length of Service</u>	<u>PTO Accrued per Year</u>
Up to 2 years	21 days
3-5 years	26 days
6-9 years	31 days
10 or more years	36 days

#### **5.2 PTO BANK**

There is a limit of 288 hours that an employee may accrue in the PTO Bank.

#### **5.3 PTO SELL PLAN**

The PTO sell plan allows an employee to sell up to five (5) days of PTO and receive money for those days in each paycheck as taxable income spread throughout the year. The employee must make the PTO sell election by the deadline set during the open enrollment period. The employee is encouraged to review the Benefits by Design plan document to understand all the benefits and conditions of the PTO plan.

## **5.4 BANK CASH OUT**

If an employee leaves Kaiser Permanente or changes to ineligible status, there will be cash out payment for any unused PTO hours remaining in the PTO bank.

## **5.5 VACATION SCHEDULING**

Optometrists:

(a) Submission of leave requests will follow the guidelines established for medical specialties, which currently is three (3) months. Reasonable efforts will be made to accommodate shorter periods of requests or changes.

(b) All optometrists will be given the leave request schedule from area access on a yearly basis.

Pharmacists:

(c) Vacation Leave Approval (Pharmacists): 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 two

(2) weeks 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.

Optometrists and Pharmacists:

(d) Employees may elect to submit vacation requests during the selection period and/or outside the selection period. Requests submitted outside the selection period will be limited to available dates not previously filled. Approvals for requests outside the selection period will be reviewed on a first come, first served basis using the employee's signature date on the request form. Supervisors review all requests, identifying any potential coverage issues. When coverage issues are identified, the supervisor works with individuals who have competing requests. If a compromise cannot be reached, the senior employee request is filled, assuming that request was made within the required timeframe.

(e) Seniority shall govern, as necessary, in authorizing vacation requests. Once a vacation has been authorized by the supervisor, no senior employee may bid into the schedule or otherwise claim the date.



## **5.6 LEAVE DONATION**

See national leave donation policy.

[web-site [http://kpnet.kp.org/pohr/policies/policies\\_alpha.htm](http://kpnet.kp.org/pohr/policies/policies_alpha.htm)]

## **5.7 INTEGRATION OF PTO WITH WORKERS' COMPENSATION**

- (a) In addition to Workers' Compensation insurance payments, an employee may use available PTO leave to be completely compensated for wages. Only the amount of leave that is integrated with Workers' Compensation payments shall be charged against the employee's PTO account. For example, Workers' Compensation will cover two-thirds (2/3) of wages and the remaining one-third (1/3) of wages can come from leave.
- (b) Wages covered by Workers' Compensation shall not be charged against the employee's PTO account. Only those hours used to make up the difference between two-thirds (2/3) wages covered by Workers' Compensation and an employee's full salary shall be charged against the employee's PTO account.

## **5.8 HOLIDAYS OCCURRING DURING PTO**

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

## **5.9 EXTENDED SICK LEAVE (ESL)**

The ESL program can be used for any illness/injury that keeps an employee away from work after five (5) consecutive days. The first five (5) days must come from PTO hours.

- (a) Employees who are out sick for three (3) successive working days or more are required to have a doctor's certificate. The Employer may also require a doctor's certificate as needed.
- (b) All employees accrue four (4) hours of sick leave per month, prorated for employees who work less than forty (40) hours per week. Any ESL not used will be carried over to the next year. There is a limit of forty-eight (48) hours of ESL accrued each year and a total accrual of 1040 hours.
- (c) Holidays occurring during ESL shall be credited as holidays and not as ESL leave.
- (d) If the National Agreement on Health Reimbursement Accounts is amended to eliminate maximums on ESL accruals, this change will also be implemented for the Pharmacists and Optometrists.

## **ARTICLE 6 HOLIDAYS**

### **6.1 HOLIDAYS TO BE OBSERVED**

Effective on their date of hire, employees shall be eligible for the following paid 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 with pay 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.

### **6.3 OBSERVANCE**

Holidays specified in this article shall be observed on the same day as they are observed by the Government of the United States.

## **ARTICLE 7 LEAVES OF ABSENCE AND OTHER LEAVE PROVISIONS**

### **7.1 NON-OCCUPATIONAL ILLNESS OR INJURY**

(a) After three (3) months of employment, 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 six (6) months of both paid and unpaid leave for employees, 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 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.

The employee must submit a written leave of absence request to his/her supervisor at least four (4) weeks prior to the commencement of the leave of absence, except when sudden illness prohibits such notification. Further, the employee must submit to the human resources department an attending physician's statement from his/her physician certifying that he/she is disabled for the leave of absence period requested.

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.

If the employee is not able to perform his/her job, or has restrictions/limitations that cannot be reasonably accommodated, or if work assignments have changed or been eliminated such that it is not possible to reinstate the employee to his/her former position, at the employee's request, the parties may look at other positions for which the employee is capable of performing and for which the employee is qualified to perform.

If the parties are successful in finding placement, the employee will receive compensation related to the position he/she is filling.

Employees terminated as a result of a disability shall be considered as internal applicants for twelve (12) months from the re-certification 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 in writing within 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 partnership agreement on Integrated Disability Management program.

**(c)** At the beginning of the disability period, the employee must use forty (40) hours of PTO and then must exhaust his/her extended sick leave account. If the employee remains disabled following the exhaustion of extended sick leave, he/she may be eligible for short-term disability benefits.

## **7.2 OCCUPATIONAL ILLNESS OR INJURY**

- (a)** An employee is eligible for a leave of absence due to a valid Workers' Compensation injury or illness, commencing the first day of employment, for reported on-the-job injuries or illnesses.
- (b)** 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.
- (c)** 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 within 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.

- (d)** 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:
  - (1)** certified in writing by the attending physician, and
  - (2)** recognized as being eligible for Workers' Compensation benefits by the company's insurance company, the Employer will integrate accrued PTO and then extended sick leave 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 required extended sick leave benefits have been used and all employee-directed PTO leave has been used, or until the Employer's disability insurance program benefits, if elected, become payable, whichever is first.
- (e)** See also national partnership agreement on Integrated Disability Management program.
- (f)** Employees terminated as a result of a disability shall be considered as internal applicants for twelve (12) months from the re-certification to return to work.
- (g)** At the beginning of the disability period, the employee may use PTO and

extended sick leave, as appropriate, while a determination is being made if he/she is eligible for Workers' Compensation.

- (h) At the beginning of the disability period and at the direction of the employee, the Employer may integrate Employer-paid sick leave with Workers' Compensation payments until the sick-leave account is exhausted. For example, if Workers' Compensation covers 2/3 of wages, accrued sick leave will cover the remaining third, until exhausted.
- (i) Any employee on medical leave of absence who is enrolled under the medical benefit at the time of medical leave will continue to be covered by that plan, as long as the employee pays his/her portion of the premium while on medical leave of absence.
- (j) When an employee returns to work from an authorized Workers' Compensation leave of absence of six (6) months or less, provided that the attending physician releases him or her to duty, he/she shall be reinstated to the same position held prior to his/her leave of absence.

If the employee is not able to perform his/her job, or has restrictions/limitations that cannot be reasonably accommodated, or if work assignments have changed or been eliminated such that it is not possible to reinstate the employee to his/her former position, at the employee's request, the parties may look at other positions for which the employee is capable of performing and for which the employee is qualified to perform. If the parties are successful in finding placement, the employee will receive compensation related to the position he/she is filling.

### **7.3 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 PTO leave. However, where PTO 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 other time off. 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 circumstances. 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.

#### **7.4 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 that 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/policies\\_alpha.htm](http://kpnet.kp.org/pohr/policies/policies_alpha.htm)]

#### **7.5 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 pay for each day of jury service, on days they otherwise would have worked. 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.

## **7.6 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.

## **7.7 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 (natural or step) family, which shall be limited to: 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 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.

## **7.8 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 15 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.
- (c) 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.
- (d) 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, accrued leave, 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.

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

## **7.9 CALL-IN PROCEDURES**

In the event an employee needs to take unscheduled time off due to illness or personal needs, the employee must notify area access (Optometrists only) and 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 area access (Optometrists only) through the area access number and 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 or designee.

The Employer may identify a variety of methods of communications; however, the employee shall be required to make two (2) completed communications as designated by the supervisor. The process designated by the supervisor shall not be unreasonable.

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.

## **7.10 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.

## **7.11 VOLUNTARY LEAVE FOR DISASTER SERVICE**

See national policy for voluntary leave for disaster service.  
([http://kpnet.kp.org/pohr/policies/policies\\_alpha.htm](http://kpnet.kp.org/pohr/policies/policies_alpha.htm)).

## **7.12 GENERAL PROVISIONS**

- (a) Coverage of all insurance benefit plans in effect at the time of a paid leave of absence begins shall be continued.

Coverage of all insurance benefit plans in effect at the time of an unpaid leave covered under FMLA shall be continued provided that the employee pays the employee



biweekly contribution, except as otherwise provided in Article 15.

Coverage of all insurance benefit plans in effect at the time of an unpaid leave not covered under FMLA or is not for the employee's own personal illness shall be continued provided that the employee pays the entire monthly cost (employee and employer contributions combined) of the covered benefits, except as otherwise provided in Article 15.

- (b)** Failure to make payments under 7.12(a) may result in loss of benefits and/or billing for services rendered.
- (c)** Coverage of health care, dental, life insurance and other benefits shall resume on the first day of the month following the employee's return to work and the submission of all appropriate paperwork to the human resources department.
- (d)** An employee who does not return to work prior to the maximum leave of absence period specified in this Article shall be processed as a voluntary termination.
- (e)** All persons who cover for employees who are on a leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return.
- (f)** A request for an unpaid absence from work shall be evaluated in accordance with departmental staffing requirements and efficient operations. Employees who are on an unpaid leave of absence may have their accrual of benefits affected.

### **7.13 PERSONAL LEAVE OF ABSENCE**

- (a)** An employee must have at least one (1) year of service to be considered for a personal leave of absence to provide volunteer or medical missionary service.
- (b)** The employee must submit a written leave of absence request to his/her supervisor at least twelve (12) weeks prior to the commencement of the leave of absence.
- (c)** The employee may use PTO for a personal leave of absence.
- (d)** The duration of a personal leave of absence shall be a maximum of one (1) month of paid and/or unpaid leave. However, the chief of the department may grant additional time, depending on the needs of the department.

## **ARTICLE 8 NO REDUCTION CLAUSE**

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

## **ARTICLE 9 PROBLEM SOLVING: ISSUE RESOLUTION OR GRIEVANCE PROCESS**

### **9.1 Issue Resolution Process**

An effective process for resolving issues is fundamental to the long-term success of the Union and Employer relationship. Solving workplace concerns quickly and by those most directly involved is essential to reducing conflicts, grievances, and patient/member complaints. It will also contribute to better relations and a more constructive work environment. Issue Resolution and Corrective Action (see Section 3.3) can work in tandem or separately to achieve these outcomes.

Specifically, issue resolution is a process by which any employee, manager, or physician may bring issues or concerns related to the workplace to the attention of a 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. Unresolved issues may be reviewed by both parties, which may include senior union and management leaders.

### **9.2 Grievance Process**

[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 9.1 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 that are needed. When mutually agreed, such discussions can take place during working hours.

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.

**Other Issues.** The Employer will not file a grievance against the Union if the Union faithfully discharges its responsibility in instructing member of the no-strike, no-lockout provisions of the Agreement. (See Section 11.3, Picket Lines.)

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 process 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 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.

### **9.3 ARBITRATION**

Cases not resolved under the grievance process set forth in Section 9.1 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 two (2) arbitrators: Mollie Bowers 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, as applicable, the National agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of these agreements.

### **9.4 JOINT REVIEW OF PROBLEM SITUATIONS**

In facilities where unusual problems exist (e.g., an unusual number of grievances, unusual amounts of corrective actions, 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 shop steward 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 and/or employee/labor relations consultant may contact the union staff representative (or designee) and/or director of human resources (or designee) 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 that 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 10 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 11 NO STRIKE PROVISION**

### **11.1 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.

### **11.2 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 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.

### **11.3 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 12 WAGES**

### **12.1 ANNUAL WAGE INCREASES**

- (a) Appendix - Tables 1, 2, 3 and 4 defines the wage increases for the term of this contract.
- (b) Effective October 4, 2015 all employees covered by this Agreement shall receive a 2% wage increase. (See attached wage table.)
- (c) Effective October 2, 2016 all employees covered by this Agreement shall receive a 2% wage increase. (See attached wage table.)
- (d) Effective October 1, 2017 all employees covered by this Agreement shall receive a 2% wage increase. (See attached wage table.)
- (e) Effective December 17, 2017 all employees covered by this Agreement shall receive a 1% wage increase. (See attached wage table.)

## **12.2 DETERMINING WAGE RATE UPON HIRE**

### Optometrists

(a) For purposes of determining wage steps upon hire for years of experience, each fully completed year of full-time (20 - 40 per week) work experience in positions with comparable qualifications and responsibilities to those established by the Employer, excluding residencies, shall receive full credit for each year of experience up to five (5) years and one-half (1/2) credit for every year thereafter.

(b) Step 1 is the minimum rate for an employee and the normal starting rate for a new employee with one year of outside experience.

### Pharmacists

(c) For purposes of determining wage steps upon hire for years of experience, each fully completed year of full-time (20 - 40 per week) work experience in positions with comparable qualifications and responsibilities to those established by the Employer, shall receive credit for each year of experience up to four (4) years. New hires will be placed on the step level equal to their years of experience, minus one year.

(d) Step 1 is the minimum rate for an employee and the normal starting rate for a new employee with one year of outside experience. No new hire will be placed on a step higher than step 3.

(e) Newly hired Admixture Pharmacists will be placed one step higher than indicated above. Pharmacists not currently in Admixture Pharmacist positions who transfer into Admixture Pharmacist positions will be given a one step increase. (Step increases for such transfers can only happen once during a KP career.)

## **12.3 STEP INCREASES FOR OPTOMETRISTS HIRED BEFORE SEPTEMBER 6, 2007**

(a) Full-time Optometrists hired before September 6, 2007 will receive step increases as indicated on the wage chart on an annual basis in the pay period covering April 1.

(b) Part time employees shall progress through wage steps as follows:

20-24 hours	24 months after last step increase
25-32 hours	18 months after last step increase
33-39.9 hours	14 months after last step increase

## **12.4 STEP INCREASES FOR OPTOMETRISTS HIRED AFTER SEPTEMBER 6, 2007**

(a) Full-time employees hired after September 6, 2007 shall progress through the wage schedules on the anniversary date of hire.

- (b) Part time employees shall progress through wage steps as follows:

20-24 hours	24 months after last step increase
25-32 hours	18 months after last step increase
33-39.9 hours	14 months after last step increase

- (c) Any employee who changes his/her **FTE** status (increased or decreased) shall achieve his/her next wage step increase based on adjusted accumulated hours.

## **12.5 STEP INCREASES FOR PHARMACISTS HIRED BEFORE JUNE 7, 2009**

- (a) Full-time Pharmacists hired before June 7, 2009 will receive step increases as indicated on the wage chart on an annual basis in the pay period covering June 7.

- (b) Part time employees shall progress through wage steps as follows:

20-24 hours	24 months after last step increase
25-32 hours	18 months after last step increase
33-39.9 hours	14 months after last step increase

## **12.6 STEP INCREASES FOR PHARMACISTS HIRED AFTER JUNE 7, 2009**

- (a) Full-time Pharmacists hired after June 7, 2009 shall progress through the wage schedules on the anniversary date of hire into the bargaining unit.

- (b) Part time employees shall progress through wage steps as follows:

20-24 hours	24 months after last step increase
25-32 hours	18 months after last step increase
33-39.9 hours	14 months after last step increase

- (c) Any employee who changes his/her **FTE** status (increased or decreased) shall achieve his/her next wage step increase based on adjusted accumulated hours.

## **12.7 PLACEMENT ON WAGE CHART FOR REHIRES**

Any former employee who returns within the time frame described in Article 2.3(a) shall be rehired at the same step as when he/she left. If any pay adjustments occurred to that step during the employee's absence, the employee will receive the new adjustment.

## **12.8 PERFORMANCE SHARING**

- (a) As specified in the National Agreement and as long as the National Agreement is in effect, a Performance Sharing Plan will be developed and instituted with

potential payouts in 2016, 2017, and 2018. The parties have agreed that calculations for payouts will be based upon scheduled hours during the previous year.

- (b) If a departmental bonus program is established in the future, the optometrists and/or pharmacists will be included.
- (c) If there is a payout of any bonus in (a) or (b), the affected employees shall receive the highest amount, but in no case shall they receive both.

## **12.9 SHIFT DIFFERENTIAL (OPTOMETRISTS)**

Optometrists who work on a Saturday or Sunday and who take another day off during the week will be paid a \$90 stipend for a weekend day in addition to their regular hourly rate. Optometrists who work on a Saturday or Sunday and who do not take off another day during the week will be paid a \$120 stipend for a weekend day in addition to their regular hourly rate. The additional pay will be included in the paycheck in the following pay period.

Optometrists who work an evening shift will be paid a \$40 stipend in addition to their regular hourly rate.

An evening shift is defined as all hours worked after 3:00 p.m. when either (1) all hours worked by the employee that shift occur after 3:00 p.m. or (2) at least four (4) hours are worked after 3:00 p.m.

On-call hours and rounding responsibilities are not paid hours of work; they are part of optometrists' professional clinical practice and are reflected in base salary.

## **12.10 LEAD DIFFERENTIAL (OPTOMETRISTS)**

Employees who have been hired as lead optometrists shall be paid an additional one dollar (\$1.00) per hour above the optometry wage chart.

## **12.11 CONTACT LENS COORDINATOR DIFFERENTIAL (OPTOMETRISTS)**

The contact lens coordinator is a separate position from the staff optometrist and lead. In addition to being a staff optometrist, the contact lens coordinator has additional responsibilities and receives an additional one dollar (\$1.00) per hour.

The optometry lead and contact lens coordinator positions are not exclusive and if an employee has both positions, the employee will receive both differentials.

## **12.12 DIFFERENTIALS FOR PHARMACISTS**

- (a) **Holiday Work:** 2.5X for working on a regional holiday, based on normal schedule.
- (b) **Overtime:** 1.5X for working over 40 productive hours in a pay week.



- (c) **Weekend**: 20% differential for working on a Saturday or a Sunday.
- (d) **Evening Shift**: 15% for hours worked after 3:00 p.m. for shifts which begin before 11:00 p.m., when at least 4 hours are worked after 3:00 p.m.
- (e) **Night Shift**: 20% for hours worked between 11:00 p.m. and 7:00 a.m., when at least one hour is worked in that time period.
- (f) **Beeper Pay**: \$1.00 per hour for carrying the beeper. A minimum of 4 hours of pay if the employee is called in to work.
- (g) **Non-Pyramiding**: Overtime, weekend and holiday premiums shall not be duplicated for the same hours worked under any of the terms of this Agreement. In the event of dual application, only the higher premium shall prevail. Specifically excluded from this non-pyramiding provision are evening and night shift differential which shall be paid for all appropriate hours.

### **12.13 BILINGUAL DIFFERENTIAL**

Employees who have been selected by the Company to participate in the Qualified Bilingual Services Program and who successfully complete the program shall receive a bilingual differential as defined in the program document.

### **12.14 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.

### **12.15 HIRING BONUSES (PHARMACISTS)**

When and where labor market conditions present the need for hiring bonuses, the Employer will retain the flexibility to make such decisions and pay such bonuses up to a maximum of \$2,500.

### **12.16 PHARMACISTS IN CHIEF**

Pharmacists designated as Pharmacist in Chief (PIC) will be paid a \$1.00 per hour differential during the period of such designation. Designation as PIC is on a voluntary basis.

## **ARTICLE 13 CAREER DEVELOPMENT**

It is the practice of the Employer to encourage and support the career development of its employees as this contributes to the improved quality of services to the Employer's members. Approval for the use of educational funds and time off is at the sole

discretion of the Employer. In support of this, the Employer will provide assistance as follows:

### **13.1 ELIGIBILITY**

Regular full and part-time employees scheduled to work twenty (20) or more hours per week are eligible to use funds and education leave after three (3) months of employment. Benefits for part-time employees are pro-rated based on scheduled hours.

### **13.2 MONETARY/REIMBURSEMENT**

**(a)** Continuing Education. An employee shall be reimbursed for seminars, courses, registration fees, educationally-related software, certification, journals, and books related to the employee's current position or career advancement with the Employer up to \$1,750 per calendar year. Of that amount, up to \$750 may be used towards travel and lodging expenses when a course is job-related.

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 dollars (\$500) for travel, room/lodging (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.

Pharmacists: In addition to the funds available for continuing education, the Employer will also reimburse up to \$200 per year for approved professional membership dues.

**(b)** Employees who leave the Employer for any reason, other than a layoff, 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.

### **13.3 EDUCATION LEAVE**

Full-time employees are allowed up to forty (40) hours of paid educational leave (pro-rated for part-time employees) per calendar year. Educational leave can be taken in four (4) hour increments. Pharmacists may take approved education leave in increments of less than four (4) hours.

Pharmacists and Optometrists who take weekend CE courses (or a weekday course, if not scheduled to work) related to their requirements to maintain their license can be paid up to eight (8) hours each weekend day for that course time, as applicable. This will be deducted from their forty (40) hours of paid educational leave. Optometrists will not receive time off during the week for weekend CE courses in addition to the weekend pay.

### **13.4 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 during scheduled hours will be considered hours worked and will not be taken from education leave.

### **13.5 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 or if the employee applies and is selected for a position whose requirement is to work in more than one (1) legal jurisdiction.

If an employee needs to obtain an 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.

## **ARTICLE 14 SAFETY AND HEALTH**

### **14.1 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.

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.

### **14.2 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 practice. If such tests and/or

inoculations are required by the Employer, they will be provided at no cost to the employee.

## **ARTICLE 15 BENEFITS**

### **15.1 GENERAL INFORMATION**

For the purpose of determining credits towards the purchase of benefits in accordance with scheduled hours, the following criteria shall be used:

If employee works ...	You'll receive...
20-24 hrs per wk	60% of full-time credits
25-31 hrs per wk	80% of full-time credits
32-40 hrs per wk	100% of full-time credits

The Benefits by Design program shall be offered to each employee. Each employee shall be given credits to purchase benefits. These credits may be used as he/she wishes. The cash value of any unused credits will be applied to the employee's paycheck.

Each employee may choose to select a higher option health plan, an increased amount of life insurance, and life insurance and/or accidental death and dismemberment for their spouse and dependents.

All employees shall also have the option of establishing a Health Care Spending Account.

**(a)** All benefits selected under the flexible benefits plan will become effective the first of the month following ninety (90) days of employment.

**(b)** If a newly benefit eligible employee does not enroll in their flexible benefit choices by the deadline given in new employee orientation, they will automatically receive default coverage. Default coverage consists of the KFHP HMO Low Option health care and supplemental medical coverage for self and family, and \$10,000 of life insurance for employee. In addition, any unused credits will not be returned to you.

**(c)** For the purpose of interpreting benefit provisions of the contract, it shall be understood by the parties that Domestic Partner will be interchangeable wherever spouse is mentioned.

### **15.2 HEALTHINSURANCE**

The Employer will provide each permanent employee health insurance who wants it. The Kaiser Permanente Signature plan shall be offered for - employee, spouse, and their dependents to age nineteen (19) or up to age twenty five (25) if a student or disabled dependent.

### **15.3 DENTAL PLAN**

Each employee will be offered dental plan options through Benefits by Design. Coverage can be for self or family, which includes dependents to age nineteen (19) or up to age twenty five (25) if a student. \$1,500 per calendar year per covered individual. Orthodontic charges up to a one thousand five hundred dollars (\$1,500) lifetime maximum benefit per child.

### **15.4 LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

Each employee will be offered life insurance and AD&D insurance through Benefits by Design.

### **15.5 SHORT AND LONG TERM DISABILITY**

Each employee will be offered Short and Long Term Disability insurance. Employees have the option of choosing to be covered for sixty percent (60%) or fifty percent (50%) of his/her normal wages. These insurance programs will pay an employee who is unable to work because of illness or injury.

### **15.6 CHANGING COVERAGE**

Benefit choices remain in effect for a calendar year unless the employee has a qualifying event. A qualifying event includes: change in family or employment status. Benefit changes must be made within thirty-one (31) days of the qualifying event.

### **15.7 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.

### **15.8 POST-RETIREMENT HEALTH COVERAGE**

Effective October 1, 2015, employees who qualify under their pension plan and have twenty-five (25) years of credited service, will receive a benefit of one hundred eighty-five (\$185.00) dollars per month, per person. Effective January 1, 2017, 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.

## **15.9 PENSION PLANS AND TAX SHELTERED ANNUITY**

A full description of each of the following plans is contained in a separate summary plan description distributed to all employees, and a plan document is available for employee inspection.

- (a) Retirement Plan A. All employees shall be enrolled in Retirement Plan A. This will be the largest average salary for sixty (60) consecutive months during the last one hundred and twenty (120) months of their employment multiplied by one and one-half (1.5) percent. This number will then be multiplied by the number of years of service to determine the monthly benefit. This is a fully vested plan after five (5) years or at age sixty five (65) and will be available upon end of employment if such is before retirement.
- (b) Retirement Plan B. All employees will be enrolled in Kaiser Permanente Supplemental Savings and Retirement Plan B. Employees shall maintain their Plan B benefits, including the Employer's annual contribution of five (5) percent. This will take effect on the second anniversary of employment. This would apply until a national decision is made. The region will adopt the national decision.
- (c) Tax Sheltered Annuity. All employees shall have the option of pre tax contributions to a Tax Sheltered Annuity. These contributions may be up to a certain percentage of their salary based on IRS regulations.

## **15.10 MEDICAL MALPRACTICE**

Effective the first day of employment, the Employer shall provide Professional Liability Insurance for all employees. Please see signed side letter at the back of this agreement

## **ARTICLE 16 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.

## **16.1 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.

## **16.2 AMERICANS WITH DISABILITIES ACT**

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

## **16.3 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 17 SHOP STEWARDS**

## **17.1 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 Union will not direct shop stewards to engage in any activities that are contrary to activities that are protected under federal law. The parties hereby affirm their commitment to work together constructively to solve problems to reach mutually agreeable solutions when differences arise.

The Pharmacists will be represented by five (5) shop stewards and one (1) head steward. Two (2) will be selected from the NOVA Service Area, two (2) from the DC/SM Service Area, and one (1) from the Baltimore Service Area.

## **17.2 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)** Such time off must be requested as far in advance as possible and approved by the immediate supervisor.
- (c)** 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. The Union will not request that both shop stewards and

assistant stewards attend the quarterly union meetings if it means affecting patient care or the work of the optometry department.

### **17.3 LAYOFF OF SHOP STEWARD**

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

## **ARTICLE 18 TECHNICAL SUPPORT**

The Employer will provide and ensure that each center has trained and adequate technical support for each Optometrist and Pharmacist. Proper staffing of technical support is important to ensure that each exam is completed in a timely manner and that each patient is served in a timely and accurate manner.

## **ARTICLE 19 MISCELLANEOUS**

### **19.1 SECURE BELONGING AND COAT SPACE**

Employer will work with facilities to find a secure place for personal belongings (e.g. purse) and space to hang coats. This space will either be in a secure location in a shared office or in a nearby secure place. The Employer assumes no liability for loss of employee's personal affects in any location.

### **19.2 CURRENT EMPLOYEE ADDRESS/PHONE NUMBER**

It is the responsibility of each 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 or address provided at the time of employment or as changed in a subsequent personnel action shall constitute proper notice.

### **19.3 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 that are union-made in the USA, provided all other factors are equal. The Union encourages employees to give the same considerations as well to products that are union-made in the USA when making purchases. The Employer shall make every attempt to provide adequate/updated equipment for professional exams. In no event will these matters 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.



## **19.4 ATTIRE**

Professional attire meant for Optometry office practice is acceptable. It is the joint responsibility of the supervisor and the employees on the team to ensure that the attire worn presents a professional image. Clothing meant for the OR is generally not acceptable, except with supervisory approval. If an optometrist has a concern about his/her lab coat, the manager will work with the optometrist to resolve the concern to the best of his/her ability.

Neckties are preferred for male Pharmacists. If ties are not worn then a dress shirt or cathedral collared shirt is required.

## **19.5 PROFESSIONAL COMMUNICATIONS (OPTOMETRISTS)**

The managers and staff recognize that effective two-way communication is an important aspect of highly productive, highly satisfied employees. To ensure his/her role in communication, the chief of optometry will provide agendas for the lead meetings in advance to optometrists, will provide minutes from the lead meetings, will provide agendas in advance of the all optometrists' meeting, and will have the lead optometrists send monthly agendas to the staff optometrists for their center's vision service meeting. The chief of optometry will also set clear expectations of the lead optometrists to communicate issues to and from the optometrists so their input is heard and valued. To ensure their role in communication, optometrists will review all meeting minutes and agendas, request agenda items of interest to them, and participate fully in all scheduled meetings.

The kinds of items that optometry managers, leads, and optometrists may discuss include:

- Patient care improvements
- Optometry practice issues and updates
- Safety and health issues in the workplace
- Exam types, procedures, and workflows
- Best scheduling practices
- New practice models
- Technology improvements, enhancements, and innovations, refer to LMP Memorandum of Understanding
- Financial viability of the department through productivity and access
- Financial viability of Kaiser Permanente
- Service

## **19.6 Professional Communications (PHARMACISTS)**

The supervisors and staff recognize the importance of effective communication in the workplace. The pharmacy supervisor will utilize various tools and resources to enable effective communication in the pharmacy. Some examples of these tools and resources that a supervisor may choose include but are not limited to:

- Train staff as to where to find/access communications in the pharmacy
- Provide an e-mail address for pharmacists upon their hire

- Print critical MAS communications and have available for staff to read
- Hold regular staff meetings and provide minutes for those who may not be able to attend
- Include clinical staff in outpatient pharmacy meetings to provide formulary and drug initiative updates and other pertinent drug information

The staff is encouraged to attend the following voluntary meetings:

- Medical Center Town Hall meetings
- Pharmacy sponsored provider meetings

The managers and staff recognize that effective two way communication is an important aspect of highly productive work teams and satisfied employees. Pharmacists' perspective regarding their workplace is highly valued. The following discussions between managers and staff are encouraged:

- Patient Care Improvements
- Pharmacist practice issues and updates
- Safety and health issues in the workplace
- Procedures and workflows
- Best scheduling practices
- Technology improvements, enhancements, and innovations, refer to LMP Memorandum of Understanding
- Financial viability of the department through formulary adherence/drug initiatives
- Patient safety and medication adherence
- Quality of patient care and service

**ARTICLE 20  
DURATION AND RENEWAL**

This Agreement shall become effective October 1, 2015 and shall remain in full force and effect until September 24, 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 30 of the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions for additional language.

**Separability**

If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating the provision(s) so invalidated, as appropriate.

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



Mike Cowan, Local 2 OPEIU  
Secretary-Treasurer



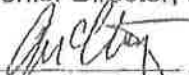
Delinda Washington  
Vice President, Human Resources



Linda Bridges, Local 2 OPEIU  
1<sup>st</sup> Vice President



Michael Brown  
Senior Director, Human Resources



Jason McCarthy  
Vice President, Delivery Systems Opns-BLT

**Contract Negotiation Committee Members**

**Labor**

Nahid Bokaei - Pharmacy  
Pamela Reid (Review) - Optometry

**Management**

Charlene Yates  
Jason McCarthy

**OPEIU, LOCAL 2  
OPTOMETRY  
WAGE SCALE**

October 04, 2015 - October 01, 2016

CLASSIFICATION:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Optometrist	51,3373	52,9250	54,5619	56,2494	57,9891	59,7825	61,6315	63,5376	65,5027	67,5285
Grade 27	106,782	110,084	113,489	116,999	120,617	124,348	128,193	132,158	136,246	140,459
Lead Optometrist or Contact Lens Coordinator										
Grade 25	52,3373	53,9250	55,5619	57,2494	58,9891	60,7825	62,6315	64,5376	66,5027	68,5285
	108,862	112,164	115,569	119,079	122,697	126,428	130,273	134,238	138,326	142,539
Lead Optometrist and Contact Lens Coordinator										
Grade 24	53,3373	54,9250	56,5619	58,2494	59,9891	61,7825	63,6315	65,5376	67,5027	69,5285
	110,942	114,244	117,649	121,159	124,777	128,508	132,353	136,318	140,406	144,619

October 02, 2016 - September 30, 2017

CLASSIFICATION:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Optometrist	52,3640	53,9835	55,6531	57,3744	59,1488	60,9782	62,8641	64,8083	66,8127	68,8791
Grade 27	109,917	112,286	115,759	119,339	123,030	126,835	130,757	134,801	138,970	143,269
Lead Optometrist or Contact Lens Coordinator										
Grade 25	53,3640	54,9835	56,6531	58,3744	60,1488	61,9782	63,8641	65,8083	67,8127	69,8791
	110,997	114,366	117,839	121,419	125,110	128,915	132,837	136,881	141,050	145,349
Lead Optometrist and Contact Lens Coordinator										
Grade 24	54,3640	55,9835	57,6531	59,3744	61,1488	62,9782	64,8641	66,8083	68,8127	70,8791
	113,077	116,446	119,919	123,499	127,190	130,995	134,917	138,961	143,130	147,429

October 01, 2017 - December 16, 2017

CLASSIFICATION:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Optometrist	53,4113	55,0632	56,7662	58,5219	60,3318	62,1977	64,1214	66,1045	68,1490	70,2567
Grade 27	111,096	114,531	118,074	121,725	125,490	129,371	133,372	137,497	141,750	146,134
Lead Optometrist or Contact Lens Coordinator										
Grade 25	54,4113	56,0632	57,7662	59,5219	61,3318	63,1977	65,1214	67,1045	69,1490	71,2567
	113,176	116,611	120,154	123,805	127,570	131,451	135,452	139,577	143,830	148,214
Lead Optometrist and Contact Lens Coordinator										
Grade 24	55,4113	57,0632	58,7662	60,5219	62,3318	64,1977	66,1214	68,1045	70,1490	72,2567
	115,256	118,691	122,234	125,885	129,650	133,531	137,532	141,657	145,910	150,294

December 17, 2017 - September 29, 2019

CLASSIFICATION:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Optometrist	53,9454	55,6138	57,3339	59,1071	60,9351	62,8197	64,7626	66,7656	68,8305	70,9593
Grade 27	112,206	115,677	119,254	122,943	126,745	130,665	134,706	138,872	143,167	147,595
Lead Optometrist or Contact Lens Coordinator	54,9454	56,6138	58,3339	60,1071	61,9351	63,8197	65,7626	67,7656	69,8305	71,9593
Grade 25	114,286	117,757	121,334	125,023	128,825	132,745	136,786	140,952	145,247	149,675
Lead Optometrist and Contact Lens Coordinator	55,9454	57,6138	59,3339	61,1071	62,9351	64,8197	66,7626	68,7656	70,8305	72,9593
Grade 24	116,366	119,837	123,414	127,103	130,905	134,825	138,866	143,032	147,327	151,755

# Pharmacist Scales and Increases

Grade	1	2	3	4	5	6	7
9/26/10 - 9/24/11							
OP1	\$4,647.0	\$5,718.5	\$6,790.0	\$7,861.5	\$8,933.0	\$10,004.5	\$11,076.0
P1S	\$6,147.0	\$7,218.5	\$8,290.0	\$9,361.5	\$10,433.0	\$11,504.5	\$12,576.0
P11	\$7,787.0						
P12	\$8,269.2						
P13	\$8,751.4						
P14	\$9,233.6						
OPG	\$27,328.7						

Grade	1	2	3	4	5	6	7
9/25/11 - 10/06/12							
OP1	\$56,286.4	\$57,390.0	\$58,493.7	\$59,597.3	\$60,701.0	\$61,804.6	\$62,908.3
P1S	\$57,786.4	\$58,890.0	\$59,993.7	\$61,097.3	\$62,201.0	\$63,304.6	\$64,408.3
P11	\$18,320.7						
P12	\$18,817.3						
P13	\$19,313.9						
P14	\$19,810.5						
OPG	\$28,148.5						

Grade	1	2	3	4	5	6	7
10/07/12 - 10/05/13							
OP1	\$67,412.1	\$68,537.8	\$69,663.5	\$70,789.3	\$71,915.0	\$73,040.7	\$74,166.5
P1S	\$68,912.1	\$70,037.8	\$71,163.5	\$72,289.3	\$73,415.0	\$74,540.7	\$75,666.5
P11	\$18,687.1						
P12	\$19,193.7						
P13	\$19,700.2						
P14	\$20,206.8						
OPG	\$28,711.5						

Grade	1	2	3	4	5	6	7
10/06/13 - 10/04/14							
OP1	\$58,560.3	\$59,708.6	\$60,856.8	\$62,005.1	\$63,153.3	\$64,301.5	\$65,449.8
P1S	\$60,060.3	\$61,208.6	\$62,356.8	\$63,505.1	\$64,653.3	\$65,801.5	\$66,949.8
P11	\$19,060.8						
P12	\$19,577.5						
P13	\$20,094.2						
P14	\$20,610.8						
OPG	\$29,285.7						

Grade	1	2	3	4	5	6	7
10/05/14 - 10/03/15							
OP1	\$59,731.5	\$60,902.8	\$62,074.0	\$63,245.2	\$64,416.4	\$65,587.6	\$66,758.8
P1S	\$61,231.5	\$62,402.8	\$63,574.0	\$64,745.2	\$65,916.4	\$67,087.6	\$68,258.8
P11	\$19,442.0						
P12	\$19,969.1						
P13	\$20,496.1						
P14	\$21,023.1						
OPG	\$29,871.5						

## NEW CONTRACT INFORMATION

Grade	1	2	3	4	5	6	7
10/04/15 - 10/01/16							
OP1	\$60,926.2	\$62,120.8	\$63,315.4	\$64,510.1	\$65,704.7	\$66,899.3	\$68,094.0
P1S	\$62,426.2	\$63,620.8	\$64,815.4	\$66,010.1	\$67,204.7	\$68,399.3	\$69,594.0
P11	\$19,830.9						
P12	\$20,368.5						
P13	\$20,906.0						
P14	\$21,443.6						
OPG	\$30,468.9						

Grade	1	2	3	4	5	6	7
10/02/16 - 09/30/17							
OP1	\$62,144.7	\$63,363.2	\$64,581.7	\$65,800.3	\$67,018.8	\$68,237.3	\$69,455.8
P1S	\$63,644.7	\$64,863.2	\$66,081.7	\$67,300.3	\$68,518.8	\$69,737.3	\$70,955.8
P11	\$20,227.5						
P12	\$20,775.8						
P13	\$21,324.2						
P14	\$21,872.5						
OPG	\$31,078.3						

Grade	1	2	3	4	5	6	7
10/01/17 - 12/16/17							
OP1	\$63,387.6	\$64,630.5	\$65,873.4	\$67,116.3	\$68,359.2	\$69,602.1	\$70,845.0
P1S	\$64,887.6	\$66,130.5	\$67,373.4	\$68,616.3	\$69,859.2	\$71,102.1	\$72,345.0
P11	\$20,632.0						
P12	\$21,191.3						
P13	\$21,750.6						
P14	\$22,309.9						
OPG	\$31,699.0						

Grade	1	2	3	4	5	6	7
12/17/17 - 09/29/18							
OP1	\$64,021.5	\$65,276.8	\$66,532.1	\$67,787.4	\$69,042.8	\$70,298.1	\$71,553.4
P1S	\$65,521.5	\$66,776.8	\$68,032.1	\$69,287.4	\$70,542.8	\$71,798.1	\$73,053.4
P11	\$20,838.4						
P12	\$21,403.3						
P13	\$21,968.2						
P14	\$22,533.1						
OPG	\$32,016.8						

Pharmacists designated as PIC will be paid a \$1.00 per hour differential during the period of such designation. (Designation is on a voluntary basis.)

New hires are hired at the step rate which is equal to years of experience minus one.

Newly hired Admixture Pharmacists are placed one step higher than indicated above.

Pharmacists not currently in Admixture Pharmacist positions who transfer into Admixture Pharmacist positions will be given a one step increase. (Step increases for such transfers can only happen once during a KP career.)

Employer retains flexibility to offer hiring bonuses of up to \$2,500 when and where needed.

### **Side Letter Agreement - 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.

## Side Letter Agreement - Malpractice Insurance

September 4, 2007

Michael Cowan  
Secretary-Treasurer  
Office of Professional Employees International  
Union  
Silver Spring, Maryland Dear Mr.

Cowan:

You have asked for a copy of our malpractice insurance policy, which covers the members of your bargaining unit. I am aware that our collective bargaining agreement does specify that we will provide such a document upon your request.

However, you should be aware that Kaiser Permanente provides professional liability coverage for its employees. Thus, there is no "policy" as is generally issued by traditional indemnity insurers.

Employees of Kaiser Permanente are fully protected against liability for negligence or malpractice arising out of their normal course of employment. Kaiser Permanente is responsible for the defense of such cases, as well as payment of any judgments rendered against or settlement entered into on behalf of the employee due to job-related negligence or malpractice. The only possible exceptions to this, which rarely occur, are if the employee is deemed to have acted outside the scope of his or her employment, to have acted in bad faith, or to have been deemed to have committed an intentional tort.

The Kaiser Permanente Medical Care Program arranges for professional liability protection through a combination of insurance and self-insurance. In all, the Program maintains professional liability insurance protection in the amount of hundreds of millions of dollars per year.

Kaiser Permanente constitutes the largest non-governmental health care organization in the world. As such, it has total assets that equal or exceed the financial resources of many large insurance companies. Therefore, the Program is sufficiently financially viable to self-insure a portion of its liability and malpractice risks and has successfully done so for decades.

If you have any questions or wish to discuss this matter further, please contact me at your convenience.

Sincerely,

Charles V. Phillips  
Director, Human Resources



Side Letter Agreement – Education Leave for Pharmacists

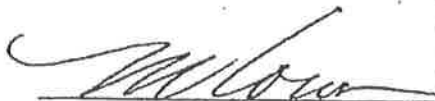
August 6, 2013

This notice serves as a follow-up to the meeting held on July 30, 2013 to discuss the manner in which education leave will be used for Pharmacists within Kaiser Permanente's Mid-Atlantic Region. Section 13.3 of the Collective Bargaining Agreement between Kaiser Foundation Health Plan of the Mid-Atlantic States Region and OPEIU, Local 2 outlines the process for usage of education leave for Optometrists, and the language is being revised to include Pharmacists. The revised language is as follows:

**13.3 EDUCATION LEAVE**

*Full-time employees are allowed up to forty (40) hours of paid educational leave (pro-rated for part-time employees) per calendar year. Educational leave can be taken in four (4) hour increments. Pharmacists may take approved education leave in increments of less than four (4) hours.*

*Pharmacists and Optometrists who take weekend CE courses (or a weekday course, if not scheduled to work) related to their requirements to maintain their license can be paid up to eight (8) hours each weekend day for that course time, as applicable. This will be deducted from their forty (40) hours of paid educational leave. Pharmacists and Optometrists will not receive time off during the week for weekend CE courses in addition to the weekend pay.*

  
Mike Cowan, OPEIU

8, 20, 13  
Date

  
Phaedra R. Stewart, Kaiser Permanente

8, 20, 13  
Date

  
Cynthia Adams, Kaiser Permanente

9, 16, 13  
Date



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,

A handwritten signature in black ink that reads "Denise S. Jones / LDRH".

Denise S. Jones  
Labor Relations Manager  
DSJ/ljh

Ref: LMP Trust Fund

## 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.

Mary E. Reich  
For Kaiser

1/9/15  
Date

David Rogers  
For Local 2

12/22/2014  
Date

## 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"> <li>Members of the Transition Team are selected.</li> <li>All services/depts offered at the new location are identified</li> <li>Departments relocating from existing centers to the new center are identified</li> <li>New Cost Centers opened in the GL (General Ledger).</li> <li>Operations will work closely with HR for set-up of org unit ID's (My Org).</li> <li>Impacted staff are identified (by dept.)</li> <li>Hours of Operation &amp; shifts at the new center are confirmed</li> <li>Staffing plan is shared</li> <li>Human Resources will facilitate the process to verify the union/regional and departmental seniority dates for each represented employee</li> <li>MD FTE's and</li> </ul>	<ul style="list-style-type: none"> <li>Human Resources and Area Leadership reviews and identifies OPEN positions that will be frozen during the Transition Process</li> <li>Human Resources and Operations Leadership will build the Placement Sheet</li> <li>Placement Sheets are developed and will include the position, position ID #, department, FTE/hours, name of supervisor, employee schedule, employee name and preference number, frozen positions will be included</li> <li>MOU between Health Plan and Labor Unions will be developed and signed</li> <li>Management develops the preference sheets.</li> <li>Human Resources and Local Union Designee review the preference sheets.</li> </ul>	<ul style="list-style-type: none"> <li>Dates for kick off meetings are planned. (All impacted areas will be scheduled.)</li> <li>Human resources will send letters to all impacted employees two weeks prior to the first kick off meeting.</li> <li>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.</li> <li>Kick off meetings will include local union designees, shop stewards, managers and supervisors, impacted staff, regional leadership, when possible.</li> <li>Identified open positions are frozen.</li> </ul>	<ul style="list-style-type: none"> <li>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, and area leadership, when possible.</li> <li>Transition Process begins (allowing 12 weeks from start to finish).</li> <li>Transition Process - Phase I would include letter to all impacted employees, packets, bid list, FAQ, facts about the center and preference sheets.</li> <li>Newly created jobs are identified. Tasks will include new job description, compensation review and job evaluation committee review</li> <li>Engage WFD in the planning process and assessment</li> </ul>	<ul style="list-style-type: none"> <li>Phase I of the Transition Process is completed.</li> <li>Human Resources will send letters to each impacted employee placed in Round I. Local union designees will be copied on this communication.</li> <li>Operations will verify names of managers/supervisor for new cost centers.</li> <li>Copies of the letters will be sent to current and future supervisor and the Transition Team (TT).</li> <li>Phase II of the Transition Process begins.</li> </ul>	<ul style="list-style-type: none"> <li>Phase II of the Transition Process is completed, if necessary.</li> <li>Human Resources will send letters to each impacted employee placed in Round II.</li> <li>Copies of the letters will be sent to current and future supervisor and the Transition Team.</li> <li>Phase III of the Transition Process begins.</li> <li>Submit KRONOS Security Access Request forms.</li> </ul>	<ul style="list-style-type: none"> <li>Kronos and other systems need to be confirmed that they are available in the new centers for orientation.</li> <li>Phase III of the Transition Process is completed, if necessary.</li> <li>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.</li> <li>All impacted employees will know of their final placement.</li> <li>All displaced employees will be identified and contacted by Human Resources, Recruitment and WFD.</li> <li>Copies of the letters will be sent to current/future supervisor &amp; TT.</li> <li>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</li> </ul>	<ul style="list-style-type: none"> <li>Orientation for all employees begins at the new site on a rotation schedule.</li> <li>Training for employees begins.</li> <li>Recruitment will hold hiring event (no later than 4 weeks prior to orientation).</li> <li>Share schedule of orientations and the list of attendees with Human Resources, Local Union designees and Management.</li> <li>Employees transitioning to a new position will be trained. (backfill needs will be taken into consideration)</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing orientation for all employees at the new site continues on a rotating basis.</li> <li>Training for all employees continues.</li> </ul>	<ul style="list-style-type: none"> <li>Date represents when the first patient will be seen</li> </ul>

# **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"> <li>names are identified</li> <li>Newly created jobs are identified. Tasks will include new job description, compensation review and job evaluation committee review</li> <li>Engage WFD in the planning process and assessment</li> <li>Changes to existing jobs are identified. Tasks will include new job description, compensation review and job evaluation committee review</li> <li>Engage WFD in the planning process and assessment of changes to existing jobs.</li> </ul>	<ul style="list-style-type: none"> <li>Human Resources and Local Union Designee determine the letter that will go to each represented employee.</li> <li>Human Resources, Local Union Designee and Employees verify the seniority list.</li> </ul>					<ul style="list-style-type: none"> <li>circled.</li> <li>A new seniority list is produced and provided to the local unions.</li> <li>Once all impacted employees are placed then HR will process all remaining PRRs.</li> <li>HR will complete template for bulk transfers or HRAR forms.</li> <li>Recruitment organizes hiring event to include invitations, contacting hiring mgrs for interview schedule, event location &amp; disseminating information.</li> </ul>			

## **Reminders:**

- Local union representatives will be involved in the discussions at the beginning of the process.
- Suggested members of the Transition Team: DFC, 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.

Kaiser Permanente Health Plan  
June 23, 2015

Version 11 - 07/23/15

*Linda Bridges*  
Linda Bridges  
OPEIU, Local 2  
June 23, 2015

## **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  
KFHP - MAS

7/21/2014  
Date



Michael Cowan  
OPEIU, Local 2

7/21/14  
Date

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.

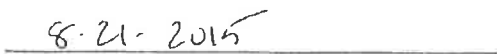
Swing days may be taken Monday through Friday. Monday and Friday requests will be considered based on the staffing/vacation approvals in the department. Additionally, an employee who is scheduled to work a Saturday may use the swing day in lieu of being charged leave during the same week as the swing 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

#### Language Clarification Addendum

Non-economic, limited to the following issues:

- 1) Seniority in regards to (or in general) transition and merging multiple locations.
- 2) 24-7 Hours of work
- 3) Grievance (current language has positions that no longer exist)
- 4) Holiday language – clarify reflecting 24-7 operation
- 5) 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

## 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.

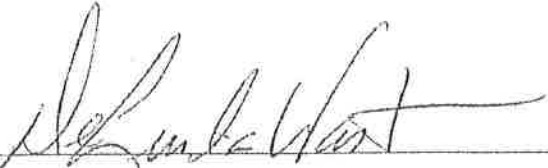
2. **Arbitrator.** The Parties shall mutually agree on the arbitrator(s) to be used in the expedited process.

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  
between  
OPEIU, Local 2 and KFHP-MAS

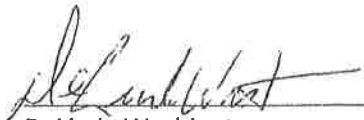
Labor Management Partnership


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:

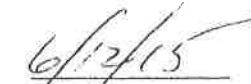
1. Establish a Committee comprising 4 members of labor and management each, and subject matter experts as needed to study Innovation, 24/7 Operations, and Telecommuting and make recommendations to the VP of HR-MAS and OPEIU Union Leader.
2. Recommendations will be submitted by December 31, 2015.

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.

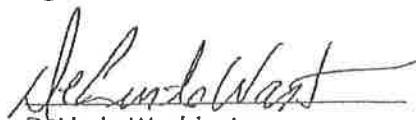
If an on call employee is selected for a permanent position, the employee's seniority date will be made retroactive for all hours worked after (ratification date).

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

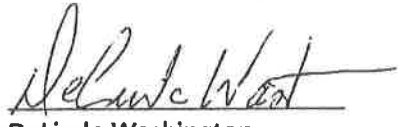
Floater

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

  
Date

  
Michael Cowan  
OPEIU, Local 2

  
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.



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<sup>®</sup> 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: 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:

  
DeLinda Washington  
KP-MAS

7/21/2016  
Date

  
Linda Bridges  
OPEIU, Local 2

7/21/16  
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

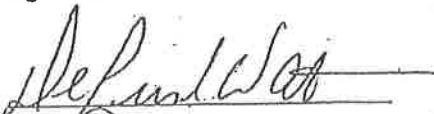
Between KPMAS & OPEIU, Local 2

Additional Labor Representative Positions

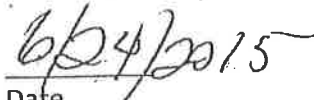
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- 2) Create (1) additional Head Steward to represent the Pharmacists in the MAS region.

Agreed:

  
DeLinda Washington

KP-MAS

  
Date



Mike Cowan  
OPEIU, Local 2

  
Date



## 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.

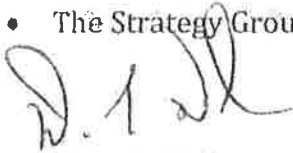
The following examples are provided for guidance and do not represent all potential scenarios which may occur. The employee could leave voluntarily in several scenarios. If the employee leaves for a higher paying or comparable position, the goal of the EISA has been met and no transition period applies. 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.

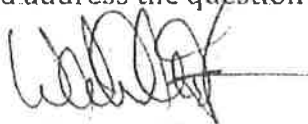
Displaced is the point at which the one year transition period begins and is the point at which the employee is no longer substantially performing the duties of their former position.

- 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 \_\_\_\_\_