

**PROPOSED AGREEMENT
BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 400
AND
KAISER FOUNDATION HEALTH PLAN
of the Mid-Atlantic States, Inc.**

NOVEMBER 13, 2023

1. PREAMBLE

This Agreement effective as of **ratification**, is made and entered into by and between the KAISER FOUNDATION HEALTH PLAN of the Mid-Atlantic States, Inc., (hereinafter called the "Employer") and the **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400**, (hereinafter called the "Union").

2. WITNESSETH

The parties recognize the special status of the Employer as a health care institution. Each bargaining unit member shall use their best efforts and skills to furnish in the best manner practicable the highest quality of health care services required to be rendered to Health Plan members. Each bargaining unit member shall contribute to the full coverage of their unit's service.

3. ARTICLE 1 - RECOGNITION

1.1 Unit Definition:

Pursuant to a certification by the National Labor Relations Board in Case No. 5-RC-10792 and as later mutually agreed for specific classifications noted below, the Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay and other conditions of employment. Employees covered by this Agreement are those employees employed by the Employer in its facilities within the jurisdiction of Maryland, District of Columbia, and Virginia for the job classifications indicated below:

All regular full-time, part-time, and per diem Physical Therapist I, Physical Therapist II, Physical Therapist III, Occupational Therapist I, Occupational Therapist II, Occupational Therapist III, Lead Physical and Occupational Therapist, Speech Therapist I, Speech Therapist II, Speech Therapist III, Rehabilitation Therapy Utilization Coordinator, excluding; all non-bargaining unit employees.

1.2 Employee Definitions

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

- (b) Part-Time is defined as a Health Professional regularly scheduled to work twenty (20) hours or more and less than forty (40) hours per week on a predetermined basis, or less than eighty (80) hours in a pay period on a predetermined basis, unless otherwise defined by an alternative shift agreement.

- (c) Per Diem status is defined as a Health Professional who works on an interim or relief basis, either on a predetermined schedule, or on an as-needed basis.

1.3 HP Defined

The term HP (Health Professional), as used in this Agreement, shall be synonymous with persons covered in the Union unit as defined in Article 1, Sections 1 and 2.

1.4 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.

4. ARTICLE 2 - UNION SECURITY AND RIGHTS

2.1 Union Security Shop

- (a) All present employees who are now members of the Union and who hereafter become members of the Union, and all new employees following a probationary period of three (3) calendar months 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) The foregoing paragraph of this Article shall be deemed to have no force and effect to the extent to which the making or enforcement of such provisions are contrary to the laws of the Commonwealth of Virginia.

- (c) For the purposes of this Article, tender of uniform initiation fees and assessments 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".

2.2 Membership Fees Deduction

The Employer shall deduct initiation fees, assessments and monthly membership fees as designated by the Secretary-Treasurer of the Union from all employees covered by this Agreement on the basis of individually and voluntarily signed membership applications. Once each month, proceeds from these deductions will be paid to the Secretary-Treasurer of the Union. The Union will be responsible for securing payroll deduction authorizations which will be forwarded to the Employer's Personnel Office for processing.

2.3 Hold Harmless Clause

The Union shall indemnify the Employer and hold it harmless against any and all liabilities that the Employer may incur as a result of deducting Union membership fees, assessments and fees in accordance with Section 2.

2.4 Unit Information

Within thirty (30) days of the execution of this Agreement and on the first (1st) working day in January, April, and August, the Employer shall supply a list of all health professionals covered by this Agreement that includes all regular full-time, regular part-time and per diem members. This list shall include the name, address, home telephone number, cell phone number, email address, the Employer facility, date of hire, years of credited experience, degree(s) held, and salary of each HP, as recorded in the Employer's personnel file. Start actions and disciplinary actions shall be sent to the Union in writing as they occur. Notice of personnel actions shall be in the form of duplicate copies of the Employer's official personnel forms.

The Employer shall furnish such other information to the Union as shall be reasonably needed for the proper administration of this Agreement.

2.5 Leave for Union Business

- (a) Authorized representatives of the Union shall be allowed, upon request to their supervisor, reasonable time off without loss of pay to implement, enforce, and administer this contract. Two (2) weeks' notice shall be given whenever possible. The number of representatives allowed without loss of pay shall be one (1) per

grievant for grievances; three (3) for task forces; Shop Steward, grievant and representative for arbitrations; and representation for other meetings not specified here through a process of mutual agreement between the Union and the Human Resources Manager.

(b) Authorized representatives of the Union shall be allowed time off without loss of pay to attend any meeting called by the Employer.

(c) The Union will ensure that such responsibilities are reasonably assigned and executed to minimize disruption of patient care.

(d) Such time off shall be counted as time worked in computing seniority rights, vacation leave rights, and any other entitlements for which the computations of time worked is a consideration.

2.6 On-Call Positions

It is not the Employer's intent to create or maintain per diem positions as a method of avoiding the establishment of regular full-time and part-time positions covered by this Agreement.

2.7 Union Visitation

Representatives of the Union shall have access to the Employer's facilities at reasonable times for the purpose of administering this Agreement. Such access shall not interfere with bargaining unit employees' work, unless authorized by their Supervisor. It is recognized that during these visits, patient confidentiality must be maintained. Upon arrival, representatives of the Union shall inform the Medical Facility Administrator or designee of his/her presence in the facility. Kaiser will provide Union Staff Representatives with HIPAA training as appropriate.

2.8 Shop Stewards

(a) The Union shall have the right to appoint up to two (2) Shop Stewards in a Service Area. The Union shall have the right to appoint one (1) Chief Steward to administer this Agreement. The Shop Stewards shall have the highest seniority among all other employees for the purpose of layoff, recall and involuntary transfer. [For Baltimore only: To decrease the impact to patient schedules, both stewards will not be scheduled to be away from patient care at the same time, except in cases of steward training as outlined in Article 2.8(c). Should there be an urgent

need to release both stewards simultaneously, management will be notified, in advance, and determine release time on a case by case basis]

(b) Management shall introduce each new employee in their facility to the Shop Steward within thirty (30) days after the new employee reports to work. Failure to provide such an introduction within the established time period will not be subject to the grievance procedure nor will it be referred to in any grievance.

(c) The Employer agrees that Shop Stewards will receive four (4) paid hours per month for training and development. These hours should be aggregated to allow flexibility when more than four (4) hours are needed at one time.

2.9 Active Ballot Club

The Employer agrees to deduct one dollar and twenty-five cents (\$ 1.25) or an amount specified by the employee per week and remit monthly to Local Union's Active Ballot Club from employees who are members and who have signed deduction authorization cards. The Union agrees to hold the Employer harmless from all legal claims or liabilities that may arise out of any erroneous deductions as a result of above check-off provisions.

2.10 New Employee Orientation

In the interest of promoting the Labor Management Partnership, the Employer shall provide the Union access to the new employee orientation meetings to explain Union membership, the local Union contract and the National Agreement. The employer shall provide the Union the date and times of the new employee orientation meetings, names of new bargaining unit employees attending, job classification and work location.

5. ARTICLE 3 - RIGHTS OF MANAGEMENT

All the rights of management of the Employer's operations, except as limited by the specific provisions of this Agreement, shall remain vested in the Employer.

6. ARTICLE 4 - PROBATION AND EVALUATION

4.1 New Hire Probation

(a) Each newly hired employee in a job classification covered by this Agreement and those hired after a break in continuous service, will serve a three (3) calendar month probationary period and may be terminated

with or without cause at any time during such period, and shall be without any seniority or other rights under this Agreement. Upon successful completion of said probationary period, such employees will be credited with seniority from his/her date of hire and shall be entitled to the full protection of this Agreement.

(b) If, in the opinion of the Employer, the employee cannot be properly evaluated for purposes of retention at the end of three (3) calendar months, the Employer and the Union may agree to extend the probationary period up to an additional three (3) calendar months, and the employee will be advised of the extension and the purpose. The Employer will provide the Employee and the Union with clear and specific objectives for areas of improvement.

4.2 Performance Evaluation

All employees covered by this Agreement will be reviewed at least annually by their departmental supervisor. All employees will be given an opportunity to read and comment upon formal performance evaluations prior to the placement of such in their permanent personnel files. Copies of such materials shall be given to the employee at the time such documents are issued. The employee may indicate any agreement or disagreement to the evaluation form. The employee shall sign and date such evaluation only as proof of receipt.

4.3 Probation Period in New Job Classification

An employee promoted or transferred to a new job classification, or to the same classification in another department, or to another location where assigned duties will be significantly different, will be considered on probation in that classification for three (3) calendar months from the date of promotion or transfer, after which time the Employer shall reassign the employee back to his/her original or equivalent job classification without loss of seniority if the employee has not satisfactorily met desired standards of performance.

- (a) The probationary period described in this Section shall not apply where transfers are mandated by the Employer.
- (b) Each employee promoted into a position of higher grade shall be assigned the annual salary rate in the grade on the date of promotion.
- (c) Date of promotion shall be considered the first day in the new job classification.

(d) Nothing in this clause shall limit fringe benefits otherwise due the employee, except that the employee may not use more than ten (10) days of accrued vacation leave during the probation period.

7. ARTICLE 5 - SENIORITY

5.1 Definition of Seniority

Regional seniority is defined as the length of service by the employee with the Employer within the bargaining unit in any job classification included in this Agreement. The regional seniority date will be adjusted for breaks in such service which do not exceed one (1) year in length. If an employee leaves the bargaining unit for a period exceeding one (1) year, the regional seniority date will be the date he/she returns to a bargaining unit position. Layoffs and any leave authorized under the terms of this Agreement shall not be considered a break in bargaining unit service which would result in an adjustment of an employee's regional seniority date.

(a) Coverage group seniority is defined as the length of KFHP service in a department and grade classification. A coverage group is a collection of facilities grouped together to provide services to health plan members.

(b) Department seniority is defined as length of KFHP service in a department in the facility. A department is a unit engaged in a discipline defined by its purpose, e.g., Physical Therapy, Occupational Therapy, Speech-Language Pathology, etc.

In the event that two or more HP's have an identical departmental or Regional seniority Date, the last four digits of the HPs Social Security number will be used in order to Determine a tie-breaker in accordance with Article 5, with preference being given to the Lowest number.

5.2 Applicability of Seniority

Regional seniority shall govern in applications of provisions of this contract in relation to layoffs, recalls from layoff, consideration for job promotion and/or transfer.

(a) Seniority within a coverage group shall apply to staffing for holiday work as set forth in **Article 5.5**.

(b) Seniority within a department in a facility shall govern applications for vacation, educational, personal and authorized leaves of absence as set forth in Article 5.6.

5.3 Seniority - Layoff and Recall

Layoffs will occur in inverse seniority order. Recall will occur as described in subsection (d) below.

(a) Notification of Layoff/Involuntary Reduction in Hours: An employee will be notified four (4) weeks in advance of any layoff or involuntary reduction in hours. During the first five (5) days of such notice period an employee must decide to exercise any bumping rights they may have. In the event bumping rights are not exercised, the employee shall be placed on layoff status.

(b) Bumping Rights: An employee who has been laid off may claim employment in any other job classification for which they can meet the requirements, provided that they have greater regional seniority than an employee in that classification. In such event, the junior employee in that classification shall be laid off, but shall have similar bumping rights. In the event that seniority bumping rights are not exercised, the employee shall be placed on layoff status.

(c) Layoff Severance Pay: Each HP shall be entitled to four (4) weeks notice or four (4) weeks severance pay in the absence of such notice, or payment for the pro-rated portion of the notice period during which the services of the HP were not required. In addition, each HP will be given one (1) week's severance pay for each year of continuous service (pro-rated for partial years and for part-time employees hired to work 20+ hours per week) in the event of layoff. This provision is exclusive of payment for accrued vacation leave. Total severance pay shall not exceed ten (10) weeks pay in addition to pay in lieu of notice.

(d) Recall Notification: All bargaining unit employees on layoff shall be eligible for recall to the job classification in the department and facility from which layoff occurred for up to one (1) year. Notification of recall shall consist of a certified letter, return receipt requested, mailed to the employee's home address as reflected in the Employer's personnel files. Upon notification of recall, the employee on layoff must notify the Employer within five (5) working days of receipt of the letter of their intention to accept recall.

Employees who fail to respond to recall or who refuse an offered position shall be removed from the recall list and shall have no seniority or other rights. Full-time

HPs (40 hours) will be recalled to full-time jobs, part-time HPs (20-39.9 hours) will be recalled to part-time jobs, short-hour HPs (fewer than 20 hours) will be recalled to short- hour jobs. Employees on layoff shall be granted a maximum of ten (10) working days to report for service. In no instance shall an HP be obligated to accept a position in another facility other than that from which they were laid off. An employee on layoff shall keep their address current and stay in contact with the Employer.

(e) Maintenance of Seniority: Employees on layoff status shall maintain all seniority rights, and time on layoff shall count toward accrued seniority.

(f) Layoff of Health Professionals Counsel Chairperson: Regardless of seniority, the Health Professionals Counsel Chairperson shall be the last person laid off within their job classification.

5.4 Promotion and Transfer

Before any vacant regular positions are offered to outside applicants, such vacancies shall for one (1) week be posted for bidding by non- probationary bargaining unit employees, and the Employer shall during the same one (1) week period specifically notify all persons on the layoff list of these vacancies as well (see Article 4 for information on probationary periods). In the event that two (2) or more qualified bargaining unit employees apply for a posted vacancy, the employee with the greater regional seniority shall be offered the vacancy where qualifications are substantially equal. Active written discipline may be a consideration in assessing qualifications. If all qualified applicants have active discipline notices, the Employer may consider outside applicants.

In the event that a position is transferred, employees in the classification and department losing the position shall be offered the transfer by seniority. If all employees decline the transfer, the least senior employee shall be offered the choice between transfer and layoff. If the employee chooses transfer, the employee shall have recall rights to his/her former position. The Employer will discuss such an action with the Union prior to its implementation.

5.5 Holiday Work

Holiday work will be offered to employees by seniority. In the event that there are insufficient volunteers to staff a holiday, holiday work shall be rotated equitably with inverse seniority prevailing to fill the holiday roster with the following exception: in no case shall an employee be required to work Thanksgiving, Christmas or New Year's Day two (2) consecutive years. The Employer shall maintain records of holidays worked by Union members; these records shall be made available to the Union by December 31st

of each previous year's schedules. In the event that the actual holiday differs from the observed holiday for New Year's Day, July 4th, or Christmas Day, shifts worked on both the actual and the observed day will be considered holidays worked for rotation purposes.

5.6 Vacation, Authorized Leaves of Absence and Personal Leave

In the event of a conflict between employee requests for these leaves which would adversely affect the efficiency of operations of a Kaiser facility if left unresolved, the employee with the greater seniority shall be granted their request over the less senior employee provided that such request was made in accordance with the applicable personnel policy. An employee may use seniority in such event for only one (1) continuous period of leave in any calendar year. An employee may request vacation leave with no more than six (6) months and no less than eight (8) weeks notice provided there is no conflict with another employee's previously approved requests. Vacation/PTO requests outside of this time frame may be approved on a case-by-case basis.

Educational leave shall be granted as in the paragraph above except that in the event of conflict between two or more applicants for such leave, leave shall be granted by seniority but shall be rotated as well among all members of a department of a facility from the most to the least senior.

8. ARTICLE 6 - WAGES

6.1 Wages

(a) Effective no later than June 1, 2024, the Wage Rate Table set forth shall be in effect. In addition, each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

(b) Effective **the first pay period after September 30, 2024** the Wage Rate Table set forth shall be in effect. In addition, each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which his/her anniversary date occurs.

(c) The wage rates in this Agreement constitute minimum rates. If the Employer determines that an increase in any or all rates is appropriate, by job classification, specialty and/or location, the Employer will notify the Union, in writing, and will meet with the Union to review and discuss the circumstances which indicate such a change. The Employer may implement such new rates thirty (30) or more days from the date it notifies the Union of its intent to do so.

6.2 Prior Service Credit

Newly hired employees, hired after ratification of this Agreement, will be hired at the contract step level coinciding with their years of experience, up to a maximum step level indicated below;

- 0 – 3 years of experience max at Step 1
- 3 – 6 years of experience max at Step 2
- 6 – 9 years of experience max at Step 3
- 9 – 12 years of experience max at Step 4
- 12+ years of experience max at Step 5

6.3 Weekend Differential

For all health professionals working in UMOC, a weekend differential shall be paid for all hours worked on a weekend at the rate of twenty percent (20%). A weekend is defined as Saturday and Sunday.

Health Professionals may volunteer for weekend shifts. When competing requests for weekend shifts arise, the shift will be awarded to the most senior health professional. When awarding the weekend shift the health professional may select one (1) day of the weekend. If not all of the weekend shifts are voluntarily covered, remaining shifts will be assigned by rotational inverse seniority.

After completing a shift, the health professional will be able to select an alternative day off within the same pay period with advanced approval from their supervisor.

6.4 Time Worked Beyond Shift

Alternative time off shall be given within two (2) pay periods following the time worked and is subject to supervisor approval. If alternate time is not scheduled within two (2) periods, any additional time will be paid at time and one-half of the professional's current rate of pay.

If a health professional works more than one-half a patient slot beyond their scheduled shift, then alternative time off will be applied by blocking a full patient slot.

Time spent on ASC cases, including time before they have cleared, will be considered time worked for the purpose of this Article.

6.5 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 is shift differential which shall be paid for appropriate hours.

6.6 Differential for Short Hour Employees

Short-hour employees (working fewer than twenty (20) hours/week) shall be paid a twenty percent (20%) differential in addition to their regular base pay. This differential is paid in lieu of benefits for employees ineligible for benefit programs as provided by this Agreement.

6.7 Work in a Higher Classification

Employees who work two and one-half (2 ½) or more consecutive hours in a higher paid job classification shall receive the higher pay rate for all such consecutive hours worked in the higher classification. An employee shall be deemed to be working in the higher classification when he/she performs substantially all the duties, including the highest level duties, of the higher paid job.

6.8 Performance Sharing Plans

Health Professionals will move from their current Rewards for Results program to Performance Sharing Plans as specified under the national agreement effective January 1, 2027.

6.9 Bilingual Differential

All Health Professionals who qualify as a QBS1 shall be paid a fifty-cent (\$0.50) premium in addition to their regular base rate.

All Health Professionals who qualify for a QBS2 shall be paid a dollar (\$1.00) premium in addition to their regular base rate.

9. ARTICLE 7 - HOURS OF WORK

7.1 Hours

Rehabilitation therapists will be subject to all language that covers exempt employees under the Fair Labor Standards Act.

The parties agree that Rehabilitation Therapists will remain exempt employees and will not be required to clock in and out in accordance with current HRconnect timekeeping practices for exempt employees.

The workday is defined as the twenty-four (24) hour period starting at 12:00 a.m. to 11:59 p.m.

The parties agree that Management and the bargaining unit Health Professionals will review and discuss the maintenance of variable schedules. Management retains the right to establish daily and/or weekly schedules to ensure that business needs are met. Schedule changes will be managed in accordance with sections 7.2 and 7.3, "Changes in Medical Center Hours" and "Changes in Individual Work Schedules".

The following guidelines shall apply:

- (a) Schedules may range between a minimum of four (4) hours and a maximum of twelve (12) hours in a single work shift.
- (b) The daily schedule/template for exempt Health Professionals working eight (8) or more hours will include two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid break. Health Professionals and management will work jointly to ensure patients can access appointments throughout the department hours. Exempt Health Professionals working six (6) hours or more will be entitled to one (1) thirty (30) minute lunch break.
- (c) Exempt Health Professionals working a minimum of four (4) hours will receive one (1) fifteen (15) minute break.
- (d) All Health Professionals and Management shall have the opportunity to work together to create a variable schedule based on the needs of the Health Professional and operational needs of the clinic.

Salaries for full-time exempt employees are based on a schedule of forty (40) hours per week . Part-time employees will be regularly scheduled less than forty (40) hours per week and will be subject to the same rules and deductions set forth in this Agreement as a percentage of their guaranteed bi-weekly salary.

Health Professionals will have a sixty (60) calendar day work schedule reflecting holidays and days off. The schedule will be available to HPs at least thirty (30) calendar days in advance of that sixty (60) day work schedule.

Mandatory meetings, trainings and KP learn requirements will be considered productive hours and should be accounted for in the daily schedule of the Health Professional

7.2 Changes in Medical Center Hours

In the event that the Employer finds it necessary to make a permanent change in the hours of operation in any medical center, it will notify the Union in writing four (4) weeks in advance to allow time to discuss the proposed change with the Union so that the Union may have an opportunity to set forth the view of its membership. Using the seniority concept referenced in Article 5, the parties shall work out a method of implementing the proposed change in hours of operation.

7.3 Changes in Individual Work Schedules

Except in the event of urgent or emergency health care needs, the Employer will not make a permanent change in the working hours of any HP without giving the HP at least four (4) weeks notice of such proposed change and an opportunity to discuss such change.

Employees suffering involuntary reduction in hours will be given four (4) weeks notice of such change and bumping and recall rights as described in Article 5.3 of the contract.

7.4 Precepting

Each health professional shall be given 1 patient slot per day for documentation and mentoring during:

- the first three (3) weeks of precepting a student who is with Kaiser for twelve (12) or more weeks; OR
- the first two (2) weeks of precepting a student who is with Kaiser for less than twelve (12) weeks.

After the period outlined above, two (2) patient slots per week will be given until the completion of the students clinical training.

7.5 Patient Management Time

The Employer and the Union recognize the importance of working together to provide an environment in which staff can effectively and safely provide quality patient care.

The Union and Employer affirm, Patient Management Time is a key component of a Health Professionals workday in order to ensure that the HP is able to provide top quality care and flexibility for access.

- o Full-time Health Professionals with fifteen percent (15%) net loss or below will be provided with one (1) slot per day of Patient of Management Time. Part-time Health Professionals with fifteen percent (15%) net loss or below will receive Patient Management Time according to the following prorated system:
 - Less than 1 to .8 FTE – 4 slots per week
 - Less than .8 to .6 FTE – 3 slots per week
 - Less than .6 FTE – 2 slots per week

- o Regardless of net loss, full-time therapists will be provided with two (2) slots per week of patient management time and therapists less than full-time will receive one (1) slot per week.

- o Consideration for length and placement of PMT will be given subject to operational needs; AND

- o For the purposes of this article, therapist schedule templates will include Patient Management Time slots, net loss will be reviewed monthly, and if therapists are not meeting the net loss goals outlined above, patients will be scheduled into their Patient Management Time slots.

Procedures or evaluations that require substantial Patient Management Time to complete, such as modified barium swallows, will have the necessary time built into the schedule in addition to the above.

10. ARTICLE 8 - DISCIPLINE, DISCHARGE, SUSPENSION

8.1 Just Cause

No employee shall be disciplined or discharged without just cause. Any Employee who is discharged shall be informed in writing at the time of the discharge of the reason for the discharge.

8.2 Written Notice of Disciplinary Action

Each disciplinary action or warning shall be placed in writing to state the reasons for such action. Such written notices shall state the reasons for the discipline or warning and specify the discipline to be taken. A copy of any such action shall be sent to the Union and the employee and there shall be access to the Grievance and Arbitration section of the agreement to disagree with such notice.

8.3 Discipline for Engaging in Union Activities

No HP shall be disciplined for engaging in lawful Union activities.

8.4 Personnel File

(a) Employees, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Personnel Office the employee's entire personnel file, except for confidential management documents (i.e. confidential reference letters and exit interviews). In addition, at any time when necessary for processing of a grievance, the employee and their representative may examine and copy such documents, together with any other documents in the employee's personnel file relevant to the subject matter of the grievance. The employee and/or Union representative will be required to confirm the date and time the file is reviewed. A Human Resources Department representative must be present in the room while an employee reviews their file.

(b) An employee shall be informed of any disciplinary notice placed in their personnel file and shall be provided with a copy of such notice and provided an opportunity to affix their signature thereto as recognition of being informed. The employee shall be given an opportunity to submit explanatory remarks for the record. Disciplinary actions shall be considered active until one (1) year has passed since the most recent discipline notice issued for a similar infraction. When disciplinary actions are no longer active, they will be removed from the employee's personnel file.

8.5 Attendance

The parties agree that tardiness and absence will be separated for the purpose of Corrective Action.

11. ARTICLE 9 - GRIEVANCE PROCEDURE

A grievance as referred to in this Article is any dispute concerning the interpretation or application of any provision of this Agreement unless specifically excepted. Each grievance must be initiated at the first step within ten (10) working days after the employee had knowledge of the event or reasonably should have had knowledge of the event causing the grievance. The steps of the grievance procedure shall be as follows:

STEP 1: The aggrieved employee shall first discuss their grievance with the immediate supervisor; at the employee's option, this discussion may take place with or without a

Union representative present. The immediate supervisor shall give their answer to the aggrieved employee within three (3) working days after the presentation.

STEP 2: If the grievance is not resolved at the first step, the grievance shall be reduced to writing (within three (3) working days from the receipt of Step 1 response) setting forth the complaint, the specific violation of the contract, and the remedy sought. The grievance shall be submitted to an appropriate Medical Facility Administrator.

The second step hearing shall be convened, within five (5) working days after receipt of the grievance, with the Supervisor, Human Resources Representative, Union Representative and the Grievant. The Supervisor or Human Resources Representative shall give their answer in writing within three (3) working days after the conclusion of the hearing.

STEP 3: An appeal to the third step of the grievance procedure must be made within five (5) working days following receipt of the second step answer. A Union Representative shall send the Human Resources Manager the written appeal of the grievance.

The third step hearing shall be convened, within five (5) working days, with the Human Resources Manager (or designee), the Medical Facility Administrator, the Union Representative and the Grievant. The Human Resources Manager shall give their answer in writing to the Union within five (5) working days following the conclusion of the hearing.

STEP 4: Should the grievance not be resolved at the third step, the Union will have fifteen (15) working days following receipt of the third step answer in which to appeal the grievance to arbitration. Appeal to arbitration will be made by letter to the Human Resources Manager. Cases not resolved under the grievance procedure set forth above may be appealed by either party to arbitration. The Arbitrator shall be selected by mutual agreement of the parties. However, if the parties cannot agree upon an acceptable Arbitrator within five (5) working days, an Arbitrator shall be selected through the processes of the Federal Mediation and Conciliation Service.

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 Arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance within specific terms of this Agreement and shall not have jurisdiction to add to, subtract from or alter in any way, the provisions of this Agreement.

GENERAL:

(1) Time limits may be extended by mutual agreement. The parties will take into account the needs of patient care when considering the application of time limits under this Article.

(2) Any step of the grievance procedure may be waived by mutual agreement of the parties.

(3) Any case of dismissal shall be forwarded directly to Step 3, unless the parties mutually agree to other procedures.

(4) If the Employer does not act within the time limit provided at any step, the Union may proceed to the next step or wait for a requested hearing or decision, at its option. Any matter not appealed timely is automatically considered settled.

12. ARTICLE 10 - CONTINUING EDUCATION

10.1 Cash Grant Assistance

It is the policy of the Employer to encourage and support the career development of its tenured employees since this contributes to the improvement of the quality of services to the Employer members and aids the employee to be more valuable to the Employer. In furtherance of this policy of the Employer to provide such training as will advance the efficiency and effectiveness of the staff, the Employer will provide cash grant assistance, as follows:

(a) **Eligibility:** A full-time or part-time employee hired to work 20 + hours/week is eligible to request cash-grant assistance funds after completion of their probationary period.

(b) **Approval:** Approval will be granted for those courses, seminars, programs, educational materials and related travel costs which are directly job-related or related to career advancement at KP. Each request is to be submitted no later than thirty (30) days in advance wherever possible, and will be reviewed on its specific merits. Approval is in the sole discretion of the Employer. Management must provide a written explanation when an education leave request is denied with copies to the employee, the Union, HR Consultant and the Unit Manager.

(c) **Financial Assistance/Reimbursement:** The maximum amount to be provided by the Employer is as follows:

(1) One thousand four hundred and seventy dollars (\$1,470) per calendar year or as specified in the National Agreement, whichever is greater.

(2) A newly hired employee may use up to fifty percent (50%) of the annual amount specified above during the calendar year in which they are hired. No newly hired employee is eligible to use any funds until they have completed their three (3) month probationary period. All amounts are pro-rated for part-time employees. The funds may be used for non-course-related books, periodicals, travel, meals, and lodging at the employees' discretion.

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

10.2 Education Required by the Employer

(a) If the Employer requires a HP to attend a specific course of training, said employee will be reimbursed for all course connected expenses and fees. Time of attendance will be considered as time worked for pay purposes rather than credited to the employee's educational leave.

(b) 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.

10.3 Educational Leave Without Pay

Leave of absence without pay may be granted for the purpose of pursuing recognized individual educational goals. The continuation of employee benefits and accrual of seniority, etc., is determined and handled as per the leave of absence without pay procedure set forth in Section 16.4

10.4 In-Service Training

In cooperation with the Union, the Employer shall develop and maintain an effective in-service program for its employees, including but not limited to, the following:

(a) Provide an organized plan of orienting all new employees to the objectives, goals, policies and procedures of the Employer.

(b) Provide an organized plan of orienting all employees to the job descriptions, responsibilities and work assignments of their particular job.

(c) Provide courses in new concepts, innovations and techniques in providing patient care. In-service will generally occur during times when patients are not regularly scheduled. If attendance at the program is mandatory, then such time of attendance will be considered as time worked (productive time) for pay purposes.

10.5 Educational Fund

This fund will be used to provide educational opportunities for bargaining unit employees.

A task force of four Union and three Employer representatives, with a bargaining unit member as chair, will be formed to administer the fund. The task force will have the authority to make decisions on fund expenditures. It is the intention of the parties that consideration will be given to the needs of the entire bargaining unit as spending decisions are made.

If space in classes is available after bargaining unit employees are given due opportunity to apply, other employees of Kaiser Permanente, as well as non-employees, may be invited to attend. If fees are charged for participation, such fees will be deposited in the fund.

Effective January 1, in each year of this Agreement an additional thirty thousand dollars (\$30,000) will be added to the fund or as specified in the National Agreement, whichever is greater. It is the intention of the parties that the funds be substantially spent in the years in which they are accrued, but unused funds may be carried over from one calendar year to the next.

13. ARTICLE 11 - SAFETY AND HEALTH

11.1 Occupational Safety and Health Act of 1970 (OSHA)

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 facilities 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.

11.2 Response to Complaints

Complaints brought to the Employer's attention will be responded to within five (5) working days of said complaint.

14. ARTICLE 12 - PROFESSIONAL LIABILITY INSURANCE

The Employer carries medical malpractice and liability insurance which includes all HPs in its employ, a copy of which policy shall be made available to the Union upon request. Such insurance holds the Employer's employees harmless from any liability where the liability is imposed because of negligent acts of an employee in the course and scope of employment and performance of job duties.

The various professional categories which comprise the Bargaining Unit will appear on the corporate general liability policy. The individuals covered will not be named in any greater detail than Physical Therapists, Occupational Therapists, Speech and Language Pathologists, etc.

The Employer agrees to hold HPs harmless for those actions which are within the scope of their employment. But intentional torts are not to be included in this provision.

In the event a suit is filed concerning an HP, the Employer shall provide the Union member written notice of the suit within five (5) working days of learning of the suit

15. ARTICLE 13 - NO STRIKES OR LOCKOUTS

The parties agree that there shall be no strikes or lockouts during the term of the Agreement. Nor shall either party engage in any activity prohibited by the NLRA.

In the event of a lawful work stoppage by another union representing employees at KFHP, bargaining unit employees shall be expected to report to work, however employees shall not be required to walk through a lawful picket line sanctioned by their own International Union.

16. ARTICLE 14 - PAID TIME OFF

14.1 Computation of Paid Time Off

HPs will continue the current PTO accrual and annual PTO cash out program that is active at the time of ratification of this Agreement.

14.2 Paid Time Off During Probation Period

Accrued vacation leave may not be used by a new employee until completion of the initial probationary period. Payment will not be made for accrued vacation leave if the employee is separated or resigns during the probationary period.

An employee on disciplinary probation or suspension may not use vacation leave.

An employee in a new position may use a maximum of ten (10) days accrued vacation leave during the probationary period.

14.3 Annual Carry-Over of Vacation Leave

Employees may accrue paid time off up to two hundred percent (200%) of the annual allotment. Any paid time off in excess of the maximum accrual amount of the annual allotment will be forfeited and dropped from the records on the first (1st) day of the month when the accrual is adjusted.

14.4 Payment For Unused Paid Time Off

Employees terminating employment will receive payment for all accrued paid time off through the last day of active work as part of the final paycheck.

14.5 Approval

Employees requesting paid time off shall be notified by the Employer as to whether or not the leave has been approved within two (2) weeks of the request or the submission deadline, whichever is appropriate.

If a supervisor cancels approved paid time off after an employee has made a non-refundable payment or deposit toward hotel accommodations, housing, or travel expenses, the employee will be eligible for reimbursement of up to two thousand dollars (\$2,000) of such forfeited money. The following rules will apply to this reimbursement process:

- (a) The payment or deposit must have been made after the paid time off was approved;
- (b) The employee must provide proof that the funds were paid and forfeited; and
- (c) The reimbursement must be requested in writing by the employee.

17. ARTICLE 15 - HOLIDAYS

15.1 Holidays to be Observed

Employees shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Jr's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus a floating holiday for non-probationary employees.

15.2 Additional Holidays

Employees shall be entitled to a full day off either on the last working day before Christmas Day or the last working day before New Year's Day, based on a two (2) year rotating schedule. No regular employee will be requested to work the working day preceding the same holiday two (2) years back-to-back without his/her agreement. However, if an employee is required to work such a schedule, the employee shall receive holiday premium pay.

15.3 Alternative Holidays

Where facility/department staffing needs make it appropriate, supervisors may offer alternative days off to employees. In such cases individual employees are free to decline the alternative days offered. Prior to offering alternative days, the Employer will consult with the Union.

15.4 Holiday Pay

A permanent part-time employee hired to work 20+ hours/week shall be entitled to the holidays in Sections 1 and 2 above. The holiday pay shall be equal to the amount of time the employee would have been scheduled to work on the date on which the holiday falls.

Full-Time employees are eligible for all holidays in Section 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. *(Examples: An employee whose normal schedule includes eight (8) hours on Wednesdays would receive eight (8) hours of holiday pay when taking off a holiday which falls on a Wednesday. An employee whose normal schedule includes ten (10) hours on Wednesdays would receive ten (10) hours of holiday pay when taking off a holiday which falls on a Wednesday.)*

When a holiday falls on a day a full-time employee normally does not work, the supervisor may allow an alternate day off with pay. If the supervisor elects not to allow such an alternate day, the employee shall be paid for eight (8) hours of holiday pay. Such holiday pay will not be considered as "productive" in the calculation of overtime.

When a holiday fall on a day when a full-time employee is normally scheduled to work fewer than eight (8) hours, the employee will be given eight (8) hours of holiday pay for the day, but the additional hours beyond the employee's normal schedule will not be considered as "productive" in the calculation of overtime.

15.5 Observance

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

15.6 Holiday Work

Holiday work will be offered to employees by seniority. In the event that there are insufficient volunteers to staff a holiday, holiday work shall be rotated equitably with inverse seniority prevailing to fill the holiday roster with the following exception: in no case shall an employee be required to work Thanksgiving, Christmas or New Year's Day two (2) consecutive years. The Employer shall maintain records of holidays worked by Union members; these records shall be made available to the Union by December 31st of each previous year's schedules. In the event that the actual holiday differs from the observed holiday for New Year's Day, July 4th, or Christmas Day, shifts worked on both the actual and the observed day will be considered holidays worked for rotation purposes.

If an employee is scheduled to work on an Employer designated holiday, the employee shall be paid at two and one-half (2 ½) times the employee's regular rate for all hours worked on the holiday.

Employees who work on both the "actual" and the "observed" holiday will receive holiday premium for both days.

15.7 Holiday Scheduling

Holiday scheduling should be done collaboratively for mutual understanding of the rationale behind other resource needs in order to prevent bargaining unit employees from being replaced by non-bargaining unit employees to avoid paying holiday premium pay.

15.8 Short-Hour Employees

When a holiday falls on a day when a short-hour employee (fewer than twenty (20) scheduled hours per week) is normally scheduled to work and the facility is closed, the employee may elect to work other hours in order to make up for lost hours, providing those hours do not take away hours that a regular employee should work.

18. ARTICLE 16 - OTHER LEAVE PROVISIONS

16.1 Military Leave

(a) The Employer recognizes such programs as the Military Reserve or National Guard, and will pay a permanent employee (full-time or part-time working 20+ hours/week) the difference between the employee's regular salary and the military base pay for the time they are obligated to be away from the job, not to exceed ten (10) working days per year for full-time employees and five (5) working days for part-time employees to satisfy reserve status requirements. This time is in addition to any accrued vacation leave.

(b) A full-time permanent employee who has not completed their military obligation will be granted ten (10) working days with pay each calendar year to meet these requirements (maximum five (5) working days for part-time employees working 20+ hours/week). If an employee has not completed their military service, they may be granted leave without pay up to a maximum of one hundred twenty (120) calendar days for this purpose. Approved leave without pay for this purpose will not affect seniority. However, seniority and other fringe benefits do not accrue during the period of approved leave without pay.

(c) In the event of an authentic military emergency, when any military unit is activated by a legitimate government agency, the Employer's permanent employees who are members of any military reserve unit and are called to duty will be reimbursed for a reasonable period according to the guidelines above.

(d) Employees drafted 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 position, provided only that application for such reinstatement is made within two (2) calendar months following release from active duty.

16.2 Jury Duty

All employees who are actually summoned and serving on jury duty will be granted time off when needed for such jury duty. Employees will notify the Employer upon receipt of a summons for jury duty. Employees will receive full pay from the Employer for all time actually served on jury duty. Employees will not be required to remit any stipend received for jury duty to the Employer.

16.3 Voting Time

Employees who are eligible voters, and who do not have sufficient time before or after work to vote, shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours.

16.4 Authorized Leave of Absence

(a) Eligibility: Full-time and part-time employees (20+ hours/week) with a minimum of one (1) year of continuous service shall be eligible to apply for a leave of absence without pay. Such leave of absence may be granted at the discretion of the Employer and approval shall not be unreasonably withheld. Requests for a leave of absence shall be considered at any time of year and may be granted by

the Employer for emergency conditions, unusual home or family situations, education or health needs.

(b) Leave of Absence for Occupational Injury or Illness: After thirty (30) days of employment for those absences covered by Workers' Compensation, an HP's leave of absence shall be continuous until such time as the HP has been released by the attending physician from their period of temporary disability and is available and physically capable of, and qualified for, performing substantially all job tasks. Such leave of absence may be extended through the entire period of temporary disability, but in no case shall the total period of leave of absence exceed nine (9) months.

(c) Written Request: Requests for a leave of absence must be submitted to the HP's supervisor for approval by the Employer. Such request must be in writing and state the starting date and the expiration date of the requested leave of absence and shall set forth the details of the leave request. Requests should be submitted as far in advance as possible, with education requests submitted at least thirty (30) days in advance, wherever possible.

(d) Accrual of Rights: An HP shall not forfeit any accrued rights during an authorized leave of absence without pay, but likewise shall not accrue any new rights during such leave. For example, an employee would not accrue seniority or vacation leave during the period, nor would they be eligible for holiday pay on holidays which may occur during the leave of absence period.

Premiums for health insurance, group life and disability insurance must be paid by the HP during the period of approved leave of absence. Retirement contributions are not made by the Employer during the leave of absence period as well.

(e) Return to Work: An HP on leave of absence must give their supervisor four (4) weeks notice prior to returning from a leave of absence. Upon return from a leave of absence, an employee will be returned to their position if it is available, or offered a comparable position to the one held without loss of seniority.

16.5 Medical Leave

The Employer shall, upon request and furnishing of medical verification of disability, including pregnancy-related or child birth-related disability, grant paid and unpaid medical leave not to exceed six (6) months within any twelve (12) month period, with no loss of seniority. Application for medical leave must be made at least four (4) weeks prior to the start of the requested leave, where possible.

HPs taking medical leave under this provision will be granted the right to return to the same or an equivalent job as that held immediately prior to their taking medical leave, at the same rate of pay, plus any increases given to their job classification during the time of the medical leave of absence.

16.6 Dependent Care Leave of Absence

The Employer shall, upon request and furnishing of verification of need, 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 or parent, not to exceed three (3) months within any twelve (12) month period. When such leave is taken after a period of medical leave (such as in cases of pregnancy and childbirth), the total period of paid and unpaid leave, both for the period of medical leave and dependent care leave, shall not exceed six (6) months within any twelve (12) month period.

Employees on Dependent Care Leave of Absence shall use all accrued paid time off prior to going on leave without pay. An employee who exhausts their paid time off during a Dependent Care Leave of Absence will be eligible to apply for unpaid time off, not to exceed one week, during the six months following their return to work.

Application for a Dependent Care Leave of Absence must be made at least four (4) weeks prior to the start of the leave, except where such notice is not possible.

HPs taking leave under this provision will be granted the right to return to the same or an equivalent job as that held immediately prior to their taking leave, at the same rate of pay, plus any increases given to their job classification during the time of the leave of absence.

16.7 Condolence Leave

Employees shall be allowed three (3) days compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to: (natural or step) spouse or domestic partner, parent, parent-in-law, child, step child, foster child, adopted child, legal ward, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, and any other 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 three hundred (300) miles or more (each way) to attend funeral or memorial services.

Part-time employees shall be deemed covered by Section 16.7 on a pro-rata basis but shall be entitled to pay only in respect to days when they were actually scheduled to work.

16.8 Leave for Exempt Employees

1. Exempt employees shall take leave in four (4) hour increments. If the time off is less than four (4) hours, based on the employee's normal workday, no paid time off will be charged.
2. If the time off is more than four (4) hours, but less than a full day, then four (4) hours of paid time off will be charged.
3. If the employee takes a full day, then (8) hours will be used. (This assumes that the exempt employee is working full-time and normally works five (5) days per work week. If the employee is part-time or works an alternate schedule, then the paid time off taken should be adjusted appropriately.)
4. Same day requests, regardless of amount of leave taken, will be approved based on operational needs.

16.9 Miscellaneous

All paid leave utilized under this Article shall be treated as follows:

- (a) Such leave shall be compensated at the HP's regular rate of pay.
- (b) Such leave shall be counted as time worked in computing seniority rights, vacation leave rights, and any other entitlements for which the computation of time worked is a consideration.
- (c) Upon completion of leave, the HP shall be returned to regular employment with all rights and benefits accruing thereto, provided the HP has given two (2) weeks notice prior to expiration of such leave.

19. ARTICLE 17 - HEALTH, WELFARE AND RETIREMENT

17.1 Medical Benefits (including Vision)

Benefit eligible employees will maintain the existing "Benefits by Design" plan options for non-represented, Salaried – exempt and non-exempt employees to the Health and Welfare Implementation Date (the "H&W " Implementation Date) of January 1, 2027. Beginning on the H&W Implementation Date, benefit eligible employees will be transitioned from a "Benefits by Design" medical plan as applicable to the Kaiser

Foundation Health Plan for UFCW L27 and UFCW L400 members in the Mid-Atlantic States region.

17.2 Dental Benefits

To the H&W Implementation Date of January 1, 2027, benefit eligible employees will maintain the current “Benefits by Design” dental plan for non-represented, Salaried - exempt and nonexempt employees as applicable. Beginning on the H&W Implementation Date, benefits eligible employees will be transitioned to the dental plan provided to UFCW Local 27 and UFCW Local 400 members in the Mid-Atlantic States region in accordance with the collective bargaining agreements.

17.3 Welfare Benefits

To the H&W Implementation Date of January 1, 2027, benefit eligible employees will maintain the current “Benefits by Design” plan for non-represented, Salaried – exempt and nonexempt employees as applicable. Beginning on the H&W Implementation Date, flex credits stop and life insurance, disability benefits, survivor assistance, flexible spending accounts and other welfare benefits will be provided in accordance with the above referenced collective bargaining agreements.

17.4 Retirement Programs

Employees who are classified as Physical Therapists, Occupational Therapists and Speech Therapists in the District of Columbia, Maryland and Virginia shall be covered under the retirement provisions (including retiree medical benefits, defined contribution plan provisions and defined benefit provisions) as provided for in the United Food and Commercial Workers Union Local 27 and 400 Agreements and the National Alliance Agreement, effective January 1, 2030. The latter date is the Retirement Implementation Date.

20. ARTICLE 18 - MISCELLANEOUS

18.1 Nondiscrimination

The Employer and the Union agree that there shall be no discrimination against any HP on the basis of race, color, religion, national origin, sex, age, marital status, handicap, status as a Vietnam veteran or disabled veteran, political affiliation, ethnic background or military draft status. Further, the Employer and the Union agree that there shall be no discrimination on any basis which is prohibited within the legal jurisdictions in which the Employer operates.

The parties further agree that they will cooperate with each other in the implementation of any legally required affirmative action plan necessary to ensure equality of opportunity in all aspects of employment.

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.

18.2 Rehabilitation Therapy Practice Council

The Parties agree to meet and discuss the existing Rehabilitation Therapy Practice Council to modify the existing charter and prioritize topics of discussion and potential projects and that the committee will convene under its charter within 150 days of the ratification of this Agreement.

- The parties acknowledge and agree that Regional Director Sponsorship Executive Leadership or designee for sponsorship will be appointed for oversight of the council/committee. Such designee is appointed by employer.
- The committee will meet up to twelve times per year.
- Council/Staffing/Workload Committee shall consist of up to eight (8) Health Care Professionals and up to three (3) Management representatives. Health Care Professionals shall be limited to 2 Part-time employees and 2 Speech Therapists. Also, a minimum of 1 Health Care Professional from Occupational, Physical and Speech Therapy.

The parties acknowledge and agree that the scope of this Practice Council/Staffing/Workload Committee shall may include topics such as, but not limited to:

- Setting the guidelines and objectives for local care delivery
- Discussing the effectiveness of current care delivery
- Staffing
- Identifying unmet patient needs
- Access to care (new and follow ups)
- Net loss
- Addressing patient experience
- Virtual appointments
- use of telephone visits
- Modified Barium swallow time and scheduling
- Referral patterns
- Providing durable medical equipment (DME)
- Appointment lengths
- Collaboration to ensure patients are receiving follow up appointments at a clinically appropriate frequency
- Scheduling issues

Council will initiate up to three projects per year which will include one SMART goal for each project.

The work of the Practice Council/Staffing/Workload Committee shall follow Labor Management Partnership principles, using interest-based problem-solving techniques, with consensus decision making. A management representative and a labor representative will be designated chair and co-chair.

18.3 Travel Allowance

HPs required to travel on Employer business shall receive the established mileage rate for such travel (for the difference in mileage between the HP's work site and other work site or meeting place to which the HP is assigned to go).

18.4 Time Recording

HPs will be required to complete those records required by the Employer indicating time worked each week. Such records and form of same are determined by Payroll Office needs.

18.5 Bulletin Boards

The Employer shall provide one (1) bulletin board at each location where Health Professionals are regularly employed for the exclusive use of the Union.

18.6 Transfers

No HP shall be transferred to another facility without a minimum of four (4) weeks of notice. In all cases, the parties agree that as much advance notice as possible will be given to minimize disruption to patients and Health Professionals

18.7 Meeting Rooms

The Employer will provide access to available meeting rooms during normal business hours for joint Kaiser Permanente and Union use for grievance meetings and for negotiations at a location in which there are no Union employees employed. Other requests will be considered by the Medical Facility Administrator and Human Resources Manager on a case-by-case basis.

18.8 Voluntary Termination of Employment

Employees are normally expected to provide four (4) weeks of notice when resigning from employment.

18.9 Licensure and Accreditation

It is the responsibility of each HP to ensure that their license and/or accreditation is kept current and that documentation has been provided to their supervisor. If an HP's license/accreditation has expired, they will notify the supervisor immediately. Failure to keep licensure/accreditation current will result in removal from their job and may result in termination of employment or other discipline, depending upon the individual circumstances of the situation.

18.10 Job Evaluation

A joint job evaluation committee, consisting of up to three (3) representatives from each party, shall be formed to review new bargaining unit jobs and those jobs which may be significantly modified as to duties and/or qualifications. The committee will report to the Union and the Employer within two (2) weeks of reaching their conclusions. The Employer and the Union will make a decision within thirty (30) days of receiving these conclusions. In making decisions the Employer and the Union will consider internal equity, industry standards, labor market data and the financial impact on the organization.

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

18.11 HCM Administrative Change

Management will be required to meet and confer with the Union at least thirty (30) days prior to implementation of any HCM administrative changes.

18.12 Rehabilitation Therapy Unit Based Teams

The parties agree that Rehabilitation Therapists will be acknowledged as full LMP participants in all local UBT committees within 60 days of the ratification of this Agreement.

In no event will the terms of this section restrict KP's right to its Management Rights under this CBA

21. ARTICLE 19 - SEVERABILITY

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.

22. ARTICLE 20 - DURATION AND RENEWAL

This Agreement shall become effective upon ratification and shall remain in full force and effect until September 30, 2025. This Agreement shall remain in effect from year to year thereafter, unless either party gives notice to the other within ninety (90) days of September 30, 2025, or any succeeding year, by Certified Mail, that it desires to terminate or modify the Agreement. If and when such notice is given, negotiations shall proceed with all due diligence. If an Agreement has not been reached upon the date this Agreement expires, the terms of this Agreement shall continue until a new Agreement is reached provided the parties are negotiating in good faith and do not reach impasse.

23. APPENDIX I - WAGE SCALES

Active Healthcare Providers will be eligible for a five percent (5%) across the board increase to be retroactively paid the first full pay period following successful ratification of this Collective Bargaining Agreement.

Effective as soon as is practical, but no later than June 1, 2024, health professionals will be transitioned to a rate of pay on the wage schedule below that is immediately higher than their current wage rate. Health Professionals with fifteen (15) or more years of service will be transitioned to a rate on the wage schedule above that is two (2) steps higher than their current wage rate. In addition, each HP, except those at the top of their grade, shall receive a step increase effective the first day of the pay period in which their anniversary date occurs. Employees whose wage rate is at or beyond the top of the wage scale below will be red circled.

Employees covered by this Memorandum of Agreement shall have their initial wage rate provided for in the wage schedule below reduced by \$0.09 (nine cents) per hour, and the Employer will contribute \$0.09 (nine cents) per hour per employee pursuant to section 1.B.3 of the KP 2021 Alliance National Agreement, effective with the implementation of the wage schedule below.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PT/OT/SLP I	\$91,173.00	\$93,908.19	\$96,725.44	\$99,627.20	\$102,616.01	\$105,694.50	\$108,865.33	\$112,131.29	\$115,495.23	\$118,960.09
hourly	\$43.83	\$45.14	\$46.50	\$47.89	\$49.33	\$50.81	\$52.34	\$53.91	\$55.52	\$57.19
PT/OT/SLP II	\$101,303.00	\$104,342.09	\$107,472.35	\$110,696.52	\$114,017.42	\$117,437.94	\$120,961.08	\$124,589.91	\$128,327.61	\$132,177.44
hourly	\$48.70	\$50.16	\$51.67	\$53.22	\$54.81	\$56.46	\$58.15	\$59.89	\$61.69	\$63.54
PT/OT/SLP III and RTUC	\$114,987.00	\$118,436.61	\$121,989.71	\$125,649.40	\$129,418.88	\$133,301.45	\$137,300.49	\$141,419.51	\$145,662.09	\$150,031.95
hourly	\$55.28	\$56.94	\$58.65	\$60.41	\$62.22	\$64.08	\$66.01	\$67.99	\$70.03	\$72.13
PT/OT/SLP and RTUC Lead	\$119,586.48	\$123,174.07	\$126,869.30	\$130,675.38	\$134,595.64	\$138,633.51	\$142,792.51	\$147,076.29	\$151,488.58	\$156,033.23
hourly	\$57.49	\$59.22	\$60.99	\$62.82	\$64.71	\$66.65	\$68.65	\$70.71	\$72.83	\$75.01