

AGREEMENT  
BETWEEN



KAISER PERMANENTE<sup>®</sup>  
KAISER FOUNDATION HEALTH PLAN  
OF COLORADO

AND

Colorado Permanente  
Medical Group, P.C.

AND



SERVICE EMPLOYEES'  
INTERNATIONAL UNION LOCAL  
105

**2023-2027**

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## P R E A M B L E

### Section 1. Agreement

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This Agreement is made and entered into as of October 1, **2023**, by and between Kaiser Foundation Health Plan of Colorado, hereinafter referred to as the "Employer", and Service Employees' International Union, Local 105, hereinafter referred to as the "Union".

### Section 2. Courteous & Responsible Relationship

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- A. The Union and the Employer, including all KP managers, supervisors, physicians, employees, and Union staff, agree:
  1. That ethical and fair treatment of one another is an integral part of providing high quality patient care.
  2. To treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work.
  3. To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty.
  4. To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provision of opportunities for input into decisions when they impact people directly.
- B. The Union and the Employer shall be responsible for improving communications among all levels of the organization and shall be accountable for modeling and implementing the commitments of this section.

## ARTICLE 1: PURPOSE OF AGREEMENT

### Section 1. Purpose

---

It is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment for employees covered by this Agreement, to collaboratively work to provide high quality, affordable service and care for patients and members, and to promote harmonious relations between the Employer and the Union.

## ARTICLE 2: SCOPE OF AGREEMENT

### Section 1. Coverage

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- A. This Agreement shall cover all of the Employer's employees represented by the Union, as certified by the NLRB in Case No. 27-RC-4420.
- B. This Agreement shall cover employees in classifications covered by this Agreement in any new facility.

C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

## **Section 2. Supervisory Employees**

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A. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status; and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the bargaining unit as established in Section 1 of this Article.

B. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

## **Section 3. Subcontracting**

---

A. Prior to subcontracting any bargaining unit work, the Employer shall meet with the Union to discuss the matter in good faith, to the extent required by National Labor Relations Act.

A list of subcontracted workers doing bargaining unit work, which could include those employees on Integrated Disability Management, shall be provided by the Employer to the Union on a monthly basis. The list provided by the Employer to the Union shall include all **of** the following information:

- Name and/or identity of subcontracted worker.
- Facility and Department where worker is placed.
- Date worker begins work in above noted.
- Facility and/or Department Job Classification or category worker is placed.
- Hours of employment assigned to worker.

B. If the Employer intends to subcontract any work within the listed classifications for a period exceeding six (6) months, the Unions shall be given one (1) month prior written notification. During this one (1) month period and upon request by the Union, the Employer shall discuss the matter in good faith with the Union, to the extent required by the National Labor Relations Act.

C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

## **Section 4. Job Classification Review Committee**

---

A. In accordance with the provisions of this Section, there shall be a Job Classification Review Committee established. This committee shall include Labor and Management representatives and shall address issues arising from the following Sections of the Contract:

Article 2, Section 1, 2, and 3.  
Article 5, Section 4.  
Article 13, Sections 1, 2, and 3.

B. In addition to the above, and by mutual consent of the committee members, all serious issues

concerning Contract compliance may be reviewed by this committee. There will be no more than two (2) labor representatives from SEIU Local 105, appointed by Local 105. Additionally, one (1) SEIU Local 105 staff member shall also sit on the committee. There will be no more than three (3) Management representatives on the Job Classification Review Committee.

The committee will meet no less frequently than monthly, unless both parties agree not to meet, to discuss contract compliance on the above noted issues and will use collaborative decision making to resolve any disputes. In the event that the collaborative decision-making process cannot develop consensus within the committee, Article 25 and Article 26 of the contract shall be utilized.

- C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.
- D. It is not the Employer's intent to establish jobs or job titles for the purpose of excluding such employees from the bargaining unit as established in the Agreement. It is the Employer's intent to establish jobs or job titles for the purpose of growing the union and developing a stronger partnership.

## **ARTICLE 3: UNION RECOGNITION, SECURITY AND BUSINESS MATTERS**

### **Section 1. Union Recognition**

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- A. The Employer recognizes the Union as the exclusive bargaining agent of the employees coming under the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions.
- B. The process for reviewing new non-exempt, non-union classification as referenced in Article 13(1) is as follow:
  1. Compensation will send the job description, union status recommendation and reasoning to the Job Classification Review Committee (JCRC) as identified in Article 2(4).
  2. The union has 5 days to identify any issues with the job description.
  3. If the Union does not respond within 5 business days, the position will be finalized.
  4. If there is a dispute as to (1) bargaining unit status or (2) grade/qualifications/duties and the issue cannot be resolved within that timeframe, the position may be posted but must include language that states either:
    - A. "The union and the company are currently investigating the bargaining unit status of this position. If it is determined that this is a bargaining unit position, bargaining unit status (seniority dates, dues payments etc.) will be applied on a retroactive basis based on the employment commencement date." Or
    - B. "The union and the company are currently reviewing the grade/qualifications/duties of this position. If it is determined that the grade/qualifications/duties be changed (seniority dates, dues payments etc.) will be applied on a retroactive basis based on the employment commencement date."
  5. The disputed position will then be discussed at the next JCRC meeting.

6. If the Union and the Employer are unable to agree on the status of the position in the JCRC meeting, the parties will meet regarding any disclaimers.
7. If labor still disputes the bargaining unit status of the position after the meeting outlined above, the process as outlined in Article 26, section 2 will be followed/applied (Steps of the Grievance and Arbitration procedure).

## **Section 2. Union Membership**

---

- A. It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of members.
- B. Employees who are required hereunder to join the Union and maintain membership in the Union or pay initiation fees and periodic dues uniformly required of members, and who fail to do so shall upon notice of such fact in writing from the Union to the Employer be discharged.

## **Section 3. Deductions and Remittance of Union Dues and Fees**

---

- A. The Employer will honor written assignments of wages to the Union for the payment of Union dues and fees, uniformly required, when such assignments are authorized by a signed dues deduction form.
- B. The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with a list on hard copy and a disk or electronically (on compatible format) supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

## **Section 4. Union Business**

---

- A. When an employee is hired into a bargaining unit position, the Employer agrees to provide the employee with the following:
  - 1) A copy of this Agreement, including a review of Sections 1, 2 and 3 of this Article with the employee.
  - 2) The names of Union Stewards provided the Employer is in receipt of a current list of Union Stewards from the Union.
  - 3) Written verification of the employee's starting hourly rate of pay and a review of the progression steps identified in Schedule A or Schedule B/C.
  - 4) Information regarding the Employer's Credit Union.
- B. For Union record-keeping purposes, the Employer agrees to mail/electronically mail to the Union, on a monthly basis, a listing of bargaining unit employee hires and terminations.
- C. On a weekly basis, the Employer will mail/electronically mail to the Union a copy of the current job opening list for bargaining unit positions, including temporary and on-call openings.
- D. The Employer will provide written notification of changes in job requirements, as required by Article 13(2).

## **Section 5. Union Staff Representatives**

---

- A. A duly authorized Union Staff Representative shall have access to the facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit employees.
- B. It is understood by the parties that Union Staff Representatives have legal obligations as employee representatives and, as such, have access rights beyond those of the public and other non-employees.
- C. Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.
- D. When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.
- E. Union Staff Representatives may confer with an employee and/or **their** supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee, but such conference should not interfere with the work of the employee or the delivery of patient care.

## **Section 6. Union Shop Stewards**

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- A. Periodically, the Union will notify the Employer in writing the names of duly authorized Union Shop Stewards.
- B. The Employer agrees that there will be no discrimination against the Shop Steward because of Union activity.
- C. Shop Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business. Stewards shall not lose pay because of their participation in activities related to grievances, investigations, or disciplinary meetings.

## **Section 7. Steward Education and Training**

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- A. For Stewards and Stewards in Training, the Company shall permit the Union to provide four (4) paid hours per month or eight (8) hours every other month to each Steward and Steward in Training on paid Company time. These Training and Development sessions shall be permitted to be aggregated to allow flexibility when more than four (4) hours are needed at any one time.

The Union shall provide the Company at least thirty (30) days' notice prior to any change in the meeting schedule.

- B. The above reference for the paid hours shall remain in effect during the existence of the National agreement. In the event that the National Agreement is no longer in existence, the parties will meet to bargain the amount of time, if any, allocated for Steward Education and Training.

## Section 8. Union Leave

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- A. If a bargaining unit employee is elected or appointed as a delegate to a bona fide Union function or office, the employee shall be granted time off without pay for a period not to exceed three (3) years, subject to staffing needs, provided each of the following conditions are met:
  - 1) The employee submits a written request for such time off to **their** supervisor for approval at least three (3) weeks in advance of the function.
  - 2) The employee may utilize any earned vacation or flexible personal hours, for which **they are** eligible, to attend the function.
  - 3) Any presentations or remarks made by the employee at the Union function shall be made as a Union member and not as a representative of the Employer.
- B. No more than one (1) employee per work unit shall be granted time off to attend Union functions at the same time, unless mutually agreed upon between the Union and Employer.
- C. Employees returning from any Union leave within three (3) months shall be returned to their former position. Employees returning after three (3) months shall be returned to a comparable position for which **they qualify**.
- D. If an employee is elected to a Union office, the employee will be granted a leave for the duration of the term, to a maximum of three (3) years. An employee must return to work for three (3) years after such a leave, prior to being eligible for another such leave.
- E. The Employer may, at its discretion, grant a leave to an employee hired by the Union for a short-term assignment not to exceed the duration of a Personal Leave.
- F. **Prior to the opening of the vacation bid (January 15<sup>th</sup>), management shall block out each Executive Board member one day per month to attend Executive Board meetings. Such time will count against minimum staffing requirement for each day; however, it will not count as a vacation bid request for the respective employee.**

**On SEIU Local 105 Executive Board election years, upon notification of an employee being elected to the Executive Board the manager and employee shall meet to arrange for the employee to attend Executive Board meetings until the next vacation bid period.**

## Section 9. COPE Check Off

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- A. The Employer will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted in a form agreed to by the Employer and the Union and will promptly remit such contributions to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

## Section 10. Employer Indemnification

---

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

## **ARTICLE 4: UNION AND MANAGEMENT RESPONSIBILITIES**

### **Section 1. Management Rights**

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The Union recognizes that the Employer has the duty and the right to manage its facilities and to direct the working forces. This includes, for example, the right to hire, transfer, promote, demote, layoff, discipline, and discharge employees, subject to the terms of this Agreement and the grievance procedure.

### **Section 2. Hiring**

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When vacancies occur in positions subject to this Agreement, the Employer shall notify the Union.

- A. Internal candidates – For the job posting, bidding, and selection process, please refer to, Article 7.**
- B. External applicants – The Employer will consider qualified applicants referred by the Union, along with other qualified applicants from the outside. The Employer may employ the person who, in the Employer's judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.**

### **Section 3. New Employee Orientation/New Hire**

---

The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet with new bargaining unit members for forty-five (45) minutes during the New Employee Orientation period. The Employer will provide the Union Representative with New Employee Orientation schedules and updates as they occur. Such time will be scheduled within the new employee orientation agenda. It is further understood that, should the Union designate a Union Steward to meet with new employees, the Steward's time will be paid, and the Steward will be released from work for the time needed to meet with employees.

### **Section 4. Objectives**

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- A. The foremost objective and obligation of the Employer and the employees is to provide Health Plan members and the general public with patient care and support services which meet high quality standards and to provide such services in a warm, caring and courteous manner. The Employer and the employees agree to provide their full support and cooperation toward this mutual endeavor.**
- B. The Union agrees with the objectives of achieving the highest reasonable level of employee performance and production consistent with safety, good health, and sustained effort; and the Union and the Employer shall use their best efforts to effectuate this objective.**

### **Section 5. Non-Discrimination**

---

- A. The Employer and the Union agree there shall be no discrimination against any employee or applicant because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by**

applicable law) or veteran status.

B. There shall be no distinction between wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

## **Section 6. Union Activities/Non-Discrimination**

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No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that employees covered by this Agreement shall be admitted to membership without discrimination.

## **Section 7. Minority Group Members**

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The Employer and the Union will **meet at least twice per year** together to identify job groups or categories where minority group members are under-represented, analyze reasons for the under-representation and develop a plan to assist the Company in meeting Minority Group Members goals and minorities in achieving adequate representation at all bargaining group levels.

## **Section 8. Disputes**

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**Work Stoppages.** The Employer and the Union realize that the Employer's facilities are different in their operations from industries because of services rendered to the community and for humanitarian reasons, and agree that, except as permitted under the National Agreement after September 30, 2008, there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts, or work stoppages.

## **Section 9. Performance Management**

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The Employer, Union, Employees, and CPMG (Colorado Permanente Medical Group) agree to work together to support an environment that provides excellent customer service and patient care. If any party identifies behavior that is inconsistent, they will provide feedback to the appropriate party.

## **Section 10. Conformity to Law**

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If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of the Agreement shall remain 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 only the provision(s) so invalidated.

# **ARTICLE 5: EMPLOYEE DEFINITIONS**

## **Section 1. Probationary Employees**

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- A. The probationary period for employees regularly scheduled for twenty (20) hours or more shall be ninety (90) calendar days.
- B. The probationary period for employees regularly scheduled for fewer than twenty (20) hours shall be 300 hours or ninety (90) calendar days, whichever occurs later.

- C. During the probationary period, employees may be discharged without recourse to the grievance procedure.
- D. The probationary period may be extended only by mutual agreement between the Employer, the employee, and the Union.
- E. If an employee is on leave at any time during the probationary period, time spent on leave will not count towards fulfilling the probationary period.
- F. Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of sixty (60) calendar days.
- G. In no case shall an employee be required to serve more than one probationary period.

## **Section 2. Regular Employees**

---

- A. A regular full-time employee is defined as an employee regularly scheduled to work a predetermined work schedule of forty (40) hours per work week. A regular full-time employee is eligible for all employee benefits outlined in this Agreement, including accumulation of vacation, holiday, and sick leave benefits on a full-time basis.
- B. A regular part-time employee is eligible for all benefits outlined in this Agreement, including accumulation of holiday benefits on a prorated basis. Vacation and sick leave benefits shall be accumulated **based on all** hours paid to a maximum of eighty (80) hours per pay period.
- C. An employee designated as a regular full-time or regular part-time employee shall accumulate and receive all benefits outlined in this Agreement on the date **they become** and so long as **they remain** a regular employee. However, the period during which an employee is designated as a short-hour, temporary or on-call employee shall be included for purposes of determining eligibility and accumulation of tenure adjustments and seniority.
- D. A regular employee who, with no break in service and with no change in job classification, becomes a short- hour, temporary or on-call employee shall be paid at the rate of pay **they were** receiving as a regular employee plus the premium in lieu of benefits.

## **Section 3. Short-Hour Employees**

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- A. A short-hour employee is defined as an employee regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per work week.
- B. A short-hour employee shall be ineligible for the benefits and wage premiums outlined in this Agreement, **except for** the following:
  - 1) Paid rest periods.
  - 2) Premium pay for holiday worked.
  - 3) Tenure adjustments.
  - 4) Shift premium.
  - 5) Float premium.
  - 6) Work in a higher classification premium.
  - 7) Overtime for hours worked in excess of eight in one payroll day.
  - 8) 6th/7th day premium.
  - 9) Weekend premium.

- 10) Mileage reimbursement.
- C. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, a short hour employee shall receive a premium of **two dollars (\$2.00)** per hour above **their** regular straight- time rate of pay.
- D. A short-hour employee shall receive step increases in twice the time identified in the Schedule A **and B/C** wage schedule. For example, it will take a short-hour employee two years to progress from Step 2 to Step 3.
- E. A short-hour employee designated as a regular employee shall be eligible for benefits on the date **they are designated as** a regular employee, subject to meeting the eligibility requirements outlined in this agreement.

## **Section 4. Temporary Employees**

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- A. A temporary employee is defined as an employee hired to work any predetermined work schedule which does not exceed six (6) months in duration. This section shall not apply to those temporary employees hired from an agency. In instances where the temporary employee is replacing an employee on leave of absence, the temporary status will automatically be extended for the duration of the leave. Specific exceptions to provide for an additional and limited time period in a temporary status for other temporary employees may be made by mutual agreement, in writing, by the parties. Upon receipts of notification of such, the Union may request a meeting to discuss the reasons and duration for such requests. There may be circumstances where it is appropriate for the temporary employee in an extended assignment to receive health care coverage. Such arrangements can be made by mutual agreement of the parties.
- B. Temporary employees shall be ineligible for the benefits, wage premiums and tenure adjustments outlined in this Agreement, **except for** the following:
  - 1) Paid rest periods.
  - 2) Premium pay for holiday worked.
  - 3) Shift premium.
  - 4) Float premium.
  - 5) Work in a higher classification premium
  - 6) Overtime for hours worked in excess of eight in one payroll day.
  - 7) 6th/7th day premium.
  - 8) Weekend premium.
- C. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, a temporary employee shall receive a premium of **two dollars, (\$2.00)** per hour above **their** regular straight- time rate of pay.
- D. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.
- E. A temporary employee designated as a regular employee shall be eligible for benefits on the date **they are designated as** a regular employee, subject to meeting the eligibility requirements outlined in this Agreement.

- F. Hours worked as a temporary employee shall be included for purposes of determining eligibility for and accumulation of seniority and future tenure adjustments on the date the employee is designated as a regular or short-hour employee.
- G. Employees hired, promoted, or transferred into temporary jobs shall be eligible to bid on job vacancies only during the four (4) week period immediately prior to completion of their temporary assignment.
- H. A temporary employee who transfers into a regular position and fails to pass the evaluation period in the new position will be returned to the former or available comparable, temporary position. for which **they qualify.**

## Section 5. On-Call Employees

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- A. An on-call employee is defined as an employee hired to work on an intermittent basis.
- B. On-call employees shall be ineligible for the benefits, and wage premiums **except for** the following:
  - 1) Paid rest periods.
  - 2) Premium pay for holiday worked.
  - 3) Shift premium.
  - 4) Float premium.
  - 5) Work in a higher classification premium.
  - 6) Overtime for hours worked in excess of eight in one payroll day.
  - 7) 6th/7th day premium.
  - 8) Weekend premium.
- C. An on-call employee shall receive step increases in twice the time identified in the Schedule A **and B/C** wage schedule. For example, it will take an on-call employee two years to progress from Step 3 to Step 4.
- D. In lieu of eligibility for the other benefits and wage premiums outlined in this Agreement, an on-call employee shall receive a premium of **two** dollars, (**\$2.00**) per hour above **their** regular straight-time rate of pay.
- E. Except when replacing temporarily absent employees, an on-call employee who regularly works a predetermined work schedule for a period of four (4) months or more shall be eligible for reclassification to either regular full-time, regular part-time, or short-hour, upon the supervisor's or the Union's written request to the Human Resources Department.

A temporary absence for the purposes of this section is defined as an approved/required absence with the expectation that the employee will return to work (even if they don't). A predetermined work schedule for purposes of this section is defined as:

- Employee knows and agrees to a schedule in advance.
- Management offers scheduling options and employee accepts in advance.
- Posted consistent\* schedule includes on-calls in advance.

\*Consistent = Hours worked at least four (4) months as below:

<u>693.33 Hours</u>	<u>= 1.0 FTE</u>
<u>624</u>	<u>= 0.9</u>
<u>554.66</u>	<u>= 0.8</u>
<u>485.33</u>	<u>= 0.7</u>
<u>416</u>	<u>= 0.6</u>
<u>346.66</u>	<u>= 0.5</u>
<u>Less than 0.5</u>	<u>= Short Hour</u>

F. If an on-call employee is reclassified to regular full-time or regular part-time status in accordance with the On-Call Reclassification Review Process, **they** shall receive wage and benefit adjustments as follow.

- 1) The effective date for any wage and FTE adjustment shall be at the beginning of the month following the date the employee enrolls in the benefit plans, at which time **their** premium in lieu of benefits will be discontinued. The employee will receive retroactive credit from the date **they** began working a regular and continuous work schedule, up to a maximum of one year from the date that Human Resources is notified in writing by the supervisor, in determining **their** wage adjustment, if applicable, and next step increase.
- 2) The effective date for accrual of sick leave, vacation, and holiday benefits and for credit toward meeting the waiting period for other benefits shall be the date on which the employee began working a regular and continuous work schedule; however, an employee may receive a maximum retroactive credit of one year from the date Human Resources is notified in writing by the supervisor. The effective date for use of vacation benefits shall be at the beginning of the month following the date that the employee enrolls in the benefit plans, or one year from **their** retroactive accrual date, whichever is later. The effective date for use of sick leave benefits, holiday benefits, and for coverage under health care and other insurance plans shall be at the beginning of the month following the date that the employee enrolls in the benefit plans, provided **they** meets the applicable waiting period.
- 3) Hours worked as an on-call employee shall count towards seniority as calculated pursuant to Article 6(2), tenure adjustment and job experience related to a position for which they may apply.

G. The following represents the availability and accessibility expectations of on-call employees of Kaiser Foundation Health Plan of Colorado:

- 1) On-call employees may occasionally be unavailable for work. If an on-call employee is unavailable for work, the employee shall be responsible to telephone **their** supervisor for the purpose of notifying **them** of the anticipated length of the unavailability. However, on-call employees shall make themselves available a minimum of 4 shifts per month based on department need.
- 2) On-call employees shall be expected to work at all facilities as directed by the appropriate supervisor.
- 3) On-call employees will often receive short notice of work assignments.
- 4) To the extent reasonable and practical, the supervisor will provide the employees the number of hours of work which are offered at the time the employee is called in to work.

- 5) Should the Company determine that an on-call employee's unavailability is such that it impairs the Company's ability to meet staffing requirements; the employee shall be notified that continued unavailability may result in termination from the Company. However, in the event an on-call employee declines a shift assignment of three hours or less, it shall not be held against the employee.

## Section 6. Float Pool

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Internal replacement services will be provided by the Employer **covering all hours of operations** to provide staffing assistance throughout the region in classifications determined by the Employer.

- A. Regular status Float Pool employees shall be hired to work up to forty (40) hours per week and shall be eligible for benefits, seniority, and tenure adjustments as described in the Agreement between the parties for regular full-time or regular part-time employees, except as provided herein. Employees hired for or assigned to the Float Pool shall be cross-trained to work in multiple facilities, work units, and/or departments. New employees to the Float Pool shall receive an orientation and training period relevant to their experience and knowledge, consistent with established standards and expectations of existing organizational programs. Orientation and training will include appropriate on-site and departmental placement.
- B. The Float Pool may hire on-call employees to replace regular Float Pool employees as necessary to work additional Float Pool assignments. On-call employees within the Float Pool are subject to contract provisions, Article 5, Section 5, Paragraphs A, B and C. It is understood that part of the expectation for on-call employees is the availability for short-notice same day assignments. On-call employees must follow the normal policies and procedures of the organization and the Float Pool Department, i.e., timekeeping, call-in, performance standards, etc. Employees who have been placed on KTO (Kaiser Time Off), may call the Float Pool managers/supervisors and/or scheduling coordinators for their availability for additional hours. Preference will be given to employees who would receive pay for straight time hours by seniority.
- C. Employees will be available for pre-scheduled, short notice or same day assignments. Employees that are required to be available for same day assignments will be available between **6:00 a.m. and 9:00 a.m.** and shall be subject to the following provisions: (a) the employee shall be paid **three dollars (\$3.00)** per hour for each hour spent in such capacity, and **three dollars and fifty cents (\$3.50)** per hour for each hour spent in such capacity on a recognized holiday, (b) when assigned on a same day basis, actual work time shall begin when the employee arrives at the work area ready to begin work and shall end when the employee completes the assignment and leaves the work area. Pay for the hours worked shall be at the employee's regular straight-time pay, excluding hours worked in excess of forty (40). The Employer shall utilize Float Pool regular and part time employees before on-call employees whether on-call employees in the Float Pool or in the region. Employees may indicate preference for locations, departments, and scheduled days off. If an employee's request for preference of location or department assignment cannot be accommodated due to qualifications needed, staffing needs, feedback forms, etc., the Employer will assign the employee to facilities as needed.
- D. Consideration will be given to granting preference for scheduled days off subject to efficient operations and adequate staffing. Preferences for scheduled days off will be decided by Float Pool seniority.

- E. Float Pool employees shall be eligible for float premium as described in Article 15, Section 6 as well as any other premiums described in Article 15 that a regular or part time employee would be entitled to.
- F. Float Pool employees who are required by the Employer to travel from one work assignment to another during the course of the workday shall be eligible for travel time up to a designated amount of time allowed for distance between each facility (travel time calculated by using **Google Maps or equivalent**). The designated travel time shall be calculated into total hours worked for pay purposes.
- G. The Employer will reimburse Float Pool employees for any business related mileage beyond the distance between the employee's home and the nearest Kaiser Permanente facility **or Medical Office Building** at the Internal Revenue Service approved non-taxable mileage allowance rate as amended from time to time in the Internal Revenue Code.
- H. Employees shall be eligible to bid on promotions after six (6) months of service. Employees shall be eligible to bid after **fifteen (15) months** of service on positions representing lateral or downward transfers. **This does not apply to employees who have been displaced or redeployed into the float pool.**

## **Section 7. Assigned Lead Employees**

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- A. **An Assigned Lead Employee** is defined as an employee assigned by the supervisor according to seniority and qualifications whose duties include, but are not limited to, the following duties and responsibilities:
  - 1) Directing, checking, reviewing, assigning, organizing, and coordinating the work of two (2) or more employees within the area of assigned responsibility.
  - 2) Responsibility for training and reporting on the work performance of other employees as required.
  - 3) Capable of performing all duties within area of responsibility.
- B. **Assigned Lead Employees** shall not have the authority to hire, fire, or discipline other employees or effectively recommend the same. **Assigned Lead Employees** shall not perform the supervisory functions of Supervisory Employees defined in Article 2, Section 2 of the Contract.
- C. **Assigned Lead Employees shall receive the Work in a Higher-Classification Premium for Schedule A and B/C as defined in Article 15 Section 3.**

## **Section 8. Non-Duplication Clause**

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In no event shall there be any duplication or pyramiding of the premium in lieu of benefits and accumulation of rights to benefits and tenure adjustments, other than those specified in this Agreement.

# **ARTICLE 6: SENIORITY**

## **Section 1. Definition of Seniority**

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Except as otherwise provided, seniority shall be defined as that period of service within the bargaining unit in any of the Employer's facilities from date of hire. Seniority shall be utilized, as specified in this

Agreement, to grant preferences in promotions, transfers, job security, shift assignments and other employment privileges. Seniority shall not be utilized for the determination of wage rates, tenure adjustments or benefits.

## **Section 2. Accumulation of Seniority**

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- A. Except as otherwise provided, regular employees shall accumulate seniority based upon length of service within the bargaining unit in any of the Employer's facilities from date of hire. Short-hour, temporary and on- call employees shall accumulate seniority on the basis of all hours worked within the bargaining unit, up to eighty (80) in a pay period (including overtime), from date of hire. For purposes of converting seniority from hours to months or months to hours, 173.33 hours of work shall equal one month of service.
- B. Seniority shall continue to accumulate during any approved leave of absence for periods of twelve (12) months or less. Additionally, seniority shall continue to accumulate during any period of time **an** employee is on Union Leave described in Article 3, Section 8 of this Contract. The Union seniority will be applied once the employee returns to a Local 105 bargaining unit position.

## **Section 3. Loss/Reinstatement of Seniority**

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- A. All accumulated seniority with the Employer shall be lost in any of the following circumstances:
  - 1) Employees who voluntarily terminate.
  - 2) Employees who are discharged and not later reinstated.
  - 3) Employees not recalled from layoff within six (6) months or twelve (12) months following the date of layoff, as provided in Article 10, Reduction in Force, Section 6.
  - 4) Employees who fail to return to work within two (2) weeks of recall notice.
- B. If an employee returns to the bargaining unit from a non-bargaining unit job, 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. **Refer to Article 11, section 3B.**
- C. Previous bargaining unit seniority shall not be considered for the purpose of bidding back into a bargaining unit job.

## **Section 4. Principle of Seniority**

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Except as otherwise provided, seniority shall be applied in the following order:

- 1) Regular employees in the bargaining unit
- 2) Short-hour employees in the bargaining unit
- 3) Temporary and on-call employees in the bargaining unit

## **Section 5. Transfer of Bargaining Unit Seniority**

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In the event that a Kaiser Permanente employee who is represented by S.E.I.U., Local 105, qualifies for, is hired for, and subsequently transfers into a classification covered under the U.F.C.W., Local 7 Collective Bargaining Agreement, said employee will receive credit for seniority purposes under Article 6, according to the following:

- Successful completion of the probationary period
- For each two (2) years of service, the employee will receive one (1) year of seniority, regardless of status.

## ARTICLE 7: JOB POSTING, BIDDING AND SELECTION

### Section 1. Job Posting

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- A. Once the decision has been made to fill a job vacancy, there should be no unreasonable delay in the processing or filling of the job vacancy, by the employer or employee. When approved personnel requisitions are received by the Human Resources Department, the jobs shall normally be posted in each facility, using hard copy and/or electronic media (e.g., Intranet) on the following business day. Vacancies for regular, short- hour, **temporary and on-call** positions shall be posted for the same three (3) business days at all facilities. An employee must bid within the three (3) day posting period to receive consideration for the vacancy pursuant to this Agreement. The employer agrees to periodically communicate the status of unfilled vacancies to the employees in the affected group.
- B. Jobs not filled using normal posting process described in Section 1 A, will be posted for use by late bidders. Late internal bidders will receive equal consideration with an outside bidder providing an offer has not been made.
- C. On a weekly basis, the Employer will mail/email to the Union a copy of the current job opening list for bargaining unit positions, including temporary and on-call positions. The Employer will provide written notification of changes in job requirements.
- D. When the Employer adds a new facility covered by the bargaining unit, the new jobs available shall be considered vacancies and shall be posted for bidding. However, when the Employer transfers a department or service or support staff from one location or facility to another, the jobs involved shall not be considered vacancies, and no job postings shall be required. The employees involved shall have the option to either transfer to the new location or facility or to bid into a different position, without regard to the three (3) or six (6) month bid limitation described in this Article. In assigning staff to a different location, the employer will first seek qualified volunteers among those affected, in seniority order. In the event there are no volunteers, assignments will be made in inverse seniority order, among those qualified to perform the jobs.
- E. Job postings will include standard minimum requirements and criteria specific to the actual job duties as approved through the Job Classification Review Committee.
- F. In the event a job is posted listing certain qualifications, and no bidder meets those qualifications, and the Employer is willing to accept an applicant with lesser qualifications, then the job shall be re-posted with the lesser qualifications listed. The Union and the Employer shall discuss lesser qualifications before the job is reposted with lesser qualifications.
- G. Job reclassifications to a higher or lower grade shall not be posted when no vacancy exists.
- H. Where appropriate, the posting should include the scheduled hours/day of work.

## **Section 2. Job Bidding**

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A. Employees hired, promoted, or voluntarily transferred into regular, short-hour or on-call jobs shall be eligible to bid on job vacancies representing a lateral or downward transfer only after completion of six (6) months of service in their present job classification, and three (3) months of service in their present job classification if the vacancy represents a promotion. This bidding restriction shall not apply to changes in shift, scheduled hours within the department, or a change from one departmental section to another within the same classification at the same facility. Employees hired, promoted, or voluntarily transferred into temporary jobs shall be eligible to bid on job vacancies only during the four (4) week period immediately prior to completion of their temporary assignment, including any extensions thereof, provided the employee was given thirty (30) days' notice of the extension of their temporary assignment.

**Effective 120 days after successful ratification (current employees will be grandfathered).**

- i. For departments that have formal training programs, with a predefined curriculum that has been reviewed and signed off by both the Employer and Union, for ninety (90) days or more in duration, the bid lid will be for a period of twelve (12) months (starting the first day of employment as a new hire or for internal employees transferring into said department).
- ii. The provision above will not apply for internal bidders within those said departments.
- iii. The provision above will not apply for employees under Article 10 of the local collective bargaining agreement who have been placed that incur super seniority for twelve (12) months.
- iv. For promotions the timeline for bidding will be 9 months (lateral/downward bid lids are 12 months).

B. An employee shall not be allowed to bid for a position in a department where the Department Head, Supervisor or Assistant Supervisor is related to the employee, regardless of seniority.

C. All eligible employees who bid for job vacancies shall be screened by the Talent Acquisition Department in consultation with the hiring supervisor, as necessary. The employee shall meet all **minimum** qualifications within three (3) business days, from the closing of the bid. Those determined not to be qualified for the vacancy in accordance with Section 3 herein, shall receive an explanation of the decision from the Talent Acquisition Department. Employees will be notified of the status of their bid at the end of the posting period. If for some reason an employee has not been notified within five (5) days following the posting period, **they** should contact the Talent Acquisition Department.

D. The three senior, qualified employees, referred by Human Resources, shall receive a panel interview. The panel will consist of an odd number of department members representing labor and

management. The Union will select the labor representatives and Management will select Management representatives. The panel will use a list of Human Resource approved behavioral interview questions to assist in applicant selection. Job expectations shall be included within the interview.

- E. If the employee selected declines the job offer, the hiring supervisor shall continue interviewing any qualified employee applicants as described in this Section before filling the vacancy without any further regard to this Agreement.
- F. Employees offered a promotion, lateral transfer, or voluntary downward transfer shall be granted a mutually agreed-upon time to accept such offer.
- G. An employee going on vacation may designate a co-worker to bid on a job posting in their absence. The written authorization will include contact information and return date.
- H. Employees selected for new job assignments shall be released to assume their new position upon mutual agreement of the employee and both supervisors no later than three (3) weeks from the date they are offered the job. Every effort will be made to transition the employee as soon as possible. In instances where the employee is promoted and is being retained for a period greater than two (2) weeks from the date of the job offer, the retaining supervisor will pay the difference in wages.
- I. In filling Schedule "A" job vacancies at grade 10 and above, the position will first be posted within the department for three (3) business days. If there are no qualified bidders, the position will be posted in accordance with Article 7 of the Agreement.
- J. In the event an employee's bid has been denied by the Talent Acquisition Department on the basis of insufficient qualifications, **they** may request a review of **their** application to determine if reasonable equivalency exists. If such a review is requested, the Talent Acquisition Department will confer with the hiring supervisor to evaluate such.

### **Section 3. Selection Criteria**

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- A. In filling job vacancies as described in Section 2 herein, an employee who bids must possess the posted qualifications, and merit and ability. For purposes of this Section, merit shall be defined as follows:
  - 1) The absence of a Level 3 or greater Corrective Action of the National Agreement during the preceding twelve (12) months.
  - 2) A first written Notice of Disciplinary Action shall not automatically disqualify the employee from job bid consideration.
  - 3) Where circumstances warrant, the Employer agrees to give consideration to an employee's job bid even though a Notice of Disciplinary Action and/or Corrective Action is in the employee's file. The Employer's decision will be based on the willingness of all concerned to accept or not accept such bids, and the Employer will consider such factors as the relevancy of the infraction to the new position and overall work record.
- B. Seniority shall govern among two or more bidders provided that merit and ability, including qualifications, relevant work experience (although not necessarily in the same type of work) and overall job performance history are good.

C. In filling job vacancies, qualified employees who are eligible to bid on job vacancies, as defined in this Article, shall be given preference over applicants for employment.

## Section 4. Evaluation Period

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- A. The Evaluation period for employees shall be sixty (60) calendar days.
- B. The Evaluation period may be extended up to an additional thirty (30) days only by mutual agreement between the Employer, the employee, and the Union.
- C. An employee who chooses not to remain in the new position may return to their former position within fourteen (14) calendar days from the first day the employee begins the new position without loss of seniority or former wage rate.
- D. For the purposes of this section, comparable job is defined as same wage rate, same shift and same classification without loss of seniority.
- E. If an employee is on leave at any time during the evaluation period, time spent on leave will not count towards fulfilling the evaluation period.
- F. Employees transferring into positions requiring formal, structured training will begin their evaluation period upon completion of such training and assignment to a regular position. This training period shall be defined in advance.

G. During their Evaluation period, employees shall be provided with appropriate training and orientation tools. A written progress report shall be issued at any time after fourteen (14) days and no later than thirty (30) calendar days, or 100 hours for employees scheduled for fewer than twenty (20) hours. **An employee shall receive an additional progress check at forty-five (45) days.** Should an employee not meet the expectations described in the job description after the progress report, the employee will be returned to their former or comparable position. When an employee returns to their former position it will be without a loss of seniority.

## ARTICLE 8: DAYS AND HOURS OF EMPLOYMENT

### Section 1. Scope

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This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation of overtime.

### Section 2. Definitions

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- A. The term "workday," as used in this Agreement, shall refer to a day on which an employee is scheduled to work.
- B. The term "business day," as used in this Agreement, shall refer to the five business days from Monday through Friday, excluding holidays.
- C. The term "calendar day," as used in this Agreement, shall refer to the seven calendar days from Sunday through Saturday, including holidays.
- D. The term "payroll day," as used in this Agreement, shall mean, and consist of a twenty-four (24)

hour period beginning at 12:01 a.m. each day.

- E. The term “payroll week,” as used in this Agreement, shall mean, and consist of the seven (7) day period beginning at 12:01 a.m. Sunday.
- F. The term “normal workweek,” for regular full-time employees as used in this Agreement, shall be forty (40), consisting of five (5) consecutive eight (8) hours workdays followed by two (2) consecutive days of rest, except as provided in this agreement.

### **Section 3. Work Schedules**

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- A. The Employer shall exercise a good faith effort, subject to the requirements of efficient operations, to utilize regular full-time and regular part-time employees.
- B. The Employer shall exercise a good faith effort, subject to the requirements of efficient operations, to the end that regular full-time employees shall be scheduled on the basis of a normal work week of forty hours within the work week period during which there are two consecutive days of rest.
- C. The normal hours of work for employees shall not be reduced or changed without notifying the Union unless circumstances are such that to give such notice in advance of any reduction or change would interfere with orderly operations. In instances where there is a potential for significant impact on the affected employees, the Employer agrees to meet with the Union to discuss the short and long-term impact and explore alternatives.
- D. In the event the Employer deems it necessary to change normal starting and quitting times, and/or normal scheduled days of work, the principle of seniority shall apply to the qualified employees involved. When such changes occur, consideration will be given to the preferences of the affected employees, within the new schedules, provided such preferences do not interfere with efficiency of operations or conflict with seniority.
- E. Schedules of starting and quitting times of regular employees shall be posted by the Employer two (2) weeks in advance, if practical to do so, but in no event less than one (1) week in advance, subject to emergency situation changes. As much advance notice of overtime requirements shall be given as permitted by operational circumstances.
- F. The Employer will make an effort to avoid scheduling employees over their assigned FTE on an ongoing basis, unless it is necessary for operational requirements. The Employer agrees to specify on the job posting whether the position requires flexibility in the number of hours worked.
- G. When it has been determined by the Employer that involuntary, mandatory time off is necessary, **the Employer shall notify the Union**, such involuntary time off will be rotated within the department and such time will be counted for the purpose of sick leave and vacation accruals. In instances where KTO (Kaiser Time Off) becomes frequent within a department, the Employer and the Union will meet to discuss the short and long term impact, explore alternatives and determine the applicability of other contract provisions.

### **Section 4. 4/40 Work Schedules**

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When the Employer determines that a 4/40 work schedule would better meet patient/member needs in a particular facility, department or work group, the following provisions shall apply:

- A. Prior to implementation, the Employer agrees to meet and consult with the Union at least sixty

(60) days prior to implementation of a 4/40 schedule.

- B. The Employer shall exercise a good faith effort, subject to the requirements of efficient operations, to schedule regular full-time employees to work ten (10) hours per day and forty (40) hours per week during which there are three (3) consecutive days of rest. However, a 3/30 schedule is also possible within the guidelines of this section.
- C. Employees on a 4/40 schedule shall be paid at the rate of time-and-one-half (1-1/2) the straight-time hourly rate of pay for all hours of work performed in excess of ten (10) hours in any one payroll day or for all hours of work performed in excess of forty (40) hours in any one payroll week.
- D. Employees assigned to a scheduled work week of twenty-eight (28) hours or more during a period of more than five (5), six (6) or seven (7) workdays shall be paid at the rate of time-and-one-half (1-1/2) the straight time hourly rate, including applicable shift premium, for all hours of work assigned by the supervisor and performed by the employee on the fifth (5th), sixth (6th) or seventh (7th) consecutive day regardless of payroll week and regardless of whether such hours of work are in excess of forty (40) within one (1) payroll week.
- E. To assure equity, regular full-time employees on a 4/40 work schedule shall be paid for holidays worked in exactly the same fashion as specified in this Agreement for regular full-time employees. Pay for holidays not worked shall be ten (10) for employees on a 4/40 schedule. However, holiday pay for 4/40 employees shall not count as time worked for purposes of computing overtime for work performed later in the same payroll week.
- F. If there is a vacancy or new position, the employer may post as a ten (10) hour shifts. Such shifts shall be subject to Article 7 and this article.

## **Section 5. Voluntary Extended Schedules**

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When it is determined that voluntary work schedules including rescheduled 9- and 10-hour shifts are beneficial, such schedules may be agreed to at straight time pay subject to the following conditions:

- A. Prior to implementation, the Employer agrees to notify the Union and discuss the need for said schedule.
- B. The affected employees volunteer for said schedule and reach mutual agreement with their supervisor.
- C. Employees shall be paid at the rate of time-and-one-half (1-1/2) the straight-time hourly rate for all hours of work performed in excess of 9 or 10 hours on any one of said payroll days.
- D. Both parties agree that these schedules in any department will be conducted on a trial basis of three (3) months, but shall continue in effect unless either party serves written notice exercising their rights to modify or terminate the agreement at that time.

## **Section 6. Additional Hours**

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- A. The Employer will give consideration to employees who request to work additional hours beyond their normal work schedule. Employees who desire to be considered for additional hours must provide written notification to the Medical Office Administration Department within the facility concerned. If requesting additional hours in a Regional Office facility, the written notification should be provided to the Department Supervisor.

- B. When employees who have provided such notification work additional hours, the employee's full-time equivalent (FTE) will remain unchanged and such additional hours will not count toward benefit eligibility or accumulation, tenure adjustments or computation of 6th or 7th consecutive day premium pay. Such hours will, however, count toward the accumulation of sick leave and vacation. However, hours worked in excess of eight (8) hours in any one payroll day or forty (40) hours in any one payroll week shall be paid at the overtime rate of time-and-one-half (1-1/2) the straight-time rate of pay.
- C. The Employer shall establish a mechanism to allow the employees to volunteer for additional hours and to coordinate the scheduling of such as an alternative to assigning additional work, including stand-by assignments, to employees when no volunteers are available in the facility. Preference shall be given to employees who have been KTO'd and to other employees who will be working at straight-time pay.

## **Section 7. Rest and Meal Periods**

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- A. Each employee shall receive a fifteen (15) minute paid rest period during each uninterrupted four - hour segment of work. One (1) of the above referenced fifteen (15) minute paid rest periods may be combined with the meal period. An employee who works ten (10) hours or more shall receive an additional fifteen (15) minute paid period.
- B. If an employee is required to work through a rest period, s/he shall be paid time-and-one-half (1-1/2) his/her straight-time hourly rate of pay for such work. However, upon mutual agreement between the employee and the supervisor, the missed rest period may be combined with the meal period at no premium pay.
- C. If an employee is required to work through a meal period, **they** shall be paid time-and-one-half (1-1/2) his/her straight-time hourly rate of pay for such work.
- D. The Employer agrees, to the extent practical, to cross-train a sufficient number of employees for the purpose of providing effective rest and meal period relief.
- E. The primary responsibility for ensuring that employees are able to take rest and meal periods shall rest with the Employer. Employees shall be granted flexibility in the scheduling of their breaks and meal periods consistent with operational needs.
- F. Time spent in meetings which are compelled by the Employer shall count as time worked.
- G. Employees shall not be denied time-and-one-half (1-1/2) payment for missed rest or meal periods due to lack of pre-authorization by a manager or designee if such pre-authorization is not practical under the existing operating circumstances. Where appropriate, pre-authorization may be specifically requested by the supervisor. In the event the supervisor or designee is not accessible, either in person or via pager, to approve such, the employee may use **their** judgment regarding the necessity to work through breaks/lunch.
- H. Management will not ask employees to waive their rights under the provisions of this Section.
- I. The Employer and the Union agree to establish a joint labor/management work team to identify and remedy areas where working off the clock, including where compliance with contractual breaks/lunches periods are problematic.

## **Section 8. Emergency Care/Urgent Care Holiday Coverage**

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Employees may volunteer to work in the Emergency Care/Urgent Care Centers in any job classification for which they are qualified (e.g., an LPN may volunteer to fill a Nursing Assistant vacancy). However, assignment to work in the Emergency Care/Urgent Care Centers will be made in the employee's same job classification (e.g., Nursing Assistants will only be assigned to work as Nursing Assistants).

## **ARTICLE 9: OVERTIME AND ALLOWED TIME**

### **Section 1. Scope**

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This Article is intended to provide the basis for calculation and payment of overtime and allowed time.

### **Section 2. Definitions**

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- A. The term "payroll week," as used in this Agreement, shall mean, and consist of the seven (7) day period beginning at 12:01 a.m. Sunday.
- B. The term "payroll day," as used in this Agreement, shall mean, and consist of a twenty-four (24) hour period beginning at 12:01 a.m. each day.

### **Section 3. Overtime Pay**

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Employees shall be paid at the rate of time-and-one-half (1-1/2) the straight-time hourly rate of pay, including applicable shift premium, for all hours of work performed in excess of eight (8) hours in any one payroll day or for all hours of work performed in excess of forty (40) hours in any one payroll week.

### **Section 4. Determining Hours Worked for Overtime Computation Purposes**

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The following paid time off benefits shall count as time worked for purposes of computing overtime for work performed later in the same payroll week:

- 1) Holidays for which pay is received.
- 2) Paid time spent in internal or outside training programs, at the Employer's direction.

### **Section 5. Non-Duplication of Overtime Rates**

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- A. For computation of all overtime rates under this Agreement, each employee's compensated hours during each payroll week shall be analyzed by the Employer, and the employee shall be paid the single most advantageous non duplicated, non-pyramided overtime rate(s) which apply for such payroll week.
- B. However, the parties agree that nothing contained in this Agreement shall be interpreted as requiring duplication or pyramiding of pay at overtime rates. To the extent that hours within one payroll week are compensated at an overtime rate under one provision, they shall not be counted as hours worked in determining overtime rate(s) under the same or any other provision. Overtime rates include premium pay for holidays worked, rest and meal periods worked, sixth and seventh

consecutive days worked and daily or weekly overtime.

## **Section 6. Overtime Scheduling**

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The Employer will attempt to distribute overtime equitably among qualified employees within any job classification concerned within any one facility. After scheduling qualified employees who have volunteered for overtime, the Employer will rotate any remaining overtime equitably among employees in reverse seniority order, beginning with the least senior qualified short-hour, temporary, or regular employee in the job classification concerned within the facility.

## **Section 7. Make-Up Time**

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- A. An employee who is absent on unpaid personal time off may submit a written request to **their** supervisor to make up the work time missed at a later time within the same payroll week, provided that the total hours worked within any one payroll week do not exceed forty (40). Make-up time shall be paid at straight time, including over eight (8) hours daily, up to forty (40) hours in a week.
- B. The provisions of this Section shall not be applicable in cases where an employee received holiday, sick leave or educational pay for such absences.

## **Section 8. Reporting Pay**

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- A. Employees who are scheduled or called to report for work and who are permitted to come to work without receiving prior notice that no work is available shall perform any work to which they may be assigned. The Employer may utilize such employee in any related capacity in which **they are** qualified to perform. The employee shall be compensated at **their** regular rate or the appropriate rate of pay for the job **they are** assigned, whichever is higher.
- B. When the Employer is unable to utilize such employee, and the reason for lack of work is within the control of the Employer, the employee shall be paid an amount of money equivalent to four hours times the straight-time hourly rate, excluding shift premium, provided that an employee who was scheduled to work less than four hours on such day shall be paid **their** regular pay for reporting and not being put to work through no fault of **their** own. In such cases, the authorized supervisor of the employee may allow the employee to leave work before four hours have elapsed.
- C. The provisions of this Section shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the employees by telephone not to report for work at least two hours before their scheduled time to commence work. It shall be the responsibility of employees to notify the Employer of their current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements and payment of the above minimum guarantee.

## **ARTICLE 10: JOB SECURITY CONSIDERATIONS**

The Employer and the Union recognize the importance of fostering a secure work environment for all employees which promotes employment opportunities.

## **Section 1. Reduction Determination**

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There may be situations in which the Employer determines that a reduction in force, resulting in the

layoff of personnel, is necessary. One situation is a reduction of staff/personnel due to membership loss or lack of growth, discontinuance of services, loss of physicians or other such reasons. This situation typically requires more immediate action than reductions due to reorganization/automation. The following is intended to distinguish the process used in each.

#### A. **Reduction of Staff/Personnel**

- 1) When it has been determined by the Employer that the displacement of personnel is necessary, due to a straight staff reduction in force, the Employer agrees to notify the Union and meet to discuss the impact of the displacement on personnel. The Union, in these discussions, may suggest alternatives for the Employer to consider.
- 2) Prior to affecting a reduction in force, the Employer will examine the possibility of accomplishing the reduction through attrition and/or transfer, and to assist employees in securing other available positions, as defined in Section 2. In this situation, the parties may waive posting/job selection criteria by mutual agreement to fill temporary vacancies resulting from attrition and/or transfer.
- 3) Any employee who has been notified that **their** job is being eliminated due to a force reduction under this section, will be given thirty (30) days' notice. This thirty (30) day notice will be termed the "notification period." See Section 2 for purpose and application.

#### B. **Reorganization/Automation**

- 1) When it has been determined by the Employer that the displacement of personnel which will result in the significant loss of jobs and layoffs is necessary due to major reorganization efforts involving automation, mechanization, technological improvements, reorganization, job redesign, consolidation of functions or other such designs or reasons, the Employer agrees to notify the Union at least sixty (60) days prior to issuance of any notification period and meet to discuss the impact of the displacement on personnel. The Union, in these discussions, may suggest alternatives for the Employer to consider.
- 2) When it has been determined by the Employer that the displacement of personnel is necessary due to automation or reorganization, which is not defined as a major reorganization effort, the Employer agrees to give the Union sixty (60) days' notice and the affected employees a sixty (60) day notification period which could run concurrently.
- 3) Prior to affecting the elimination of positions due to B.1. above, the Employer will examine the possibility of accomplishing the reduction through attrition and/or transfer, and to assist employees in securing other available positions, as defined in Section 3. The Employer and the Union will meet to identify suitable retraining or alternate employment opportunities and may develop a plan to provide employment counseling, skills assessment, training, and other appropriate actions. During this period, the parties may waive posting/job selection criteria by mutual agreement to fill temporary vacancies resulting from attrition and/or transfer.
- 4) Any employee who has been notified that **their** job is being eliminated due to a force reduction, under this section, will be placed on a notification period as outlined below in Section 2.

## Section 2. Notification Period

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- 1) Employees receiving notice of potential layoff off/displacement under Section 1.A. will receive a notification period of thirty (30) days. Employees receiving notice of potential layoff off/displacement under Section 1.B. will receive a notification period as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>MINIMUM NOTIFICATION PERIOD</u></b>
More than 2 years	60 days
2 years or less	30 days

- 2) During the notification period, employees will have preferential consideration for vacancies according to Section 3, Placement During Notification Period.
- 3) If at any time during this notification period, a sufficient number of employees have been placed to eliminate the need for further displacement, the notification period may be canceled by the Employer.

## Section 3. Placement During Notification Period

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- A. During the notification period, employees will be permitted to bid on any job for which the employee: 1) qualifies, 2) almost qualifies, or 3) will qualify within ninety (90) days of being placed in the new assignment. Bid lids under Article 7, Section 2.A., will be waived in order to permit employees on notification to secure other positions. Displaced employees will be given preference for job vacancies, for which **they have** placed a bid during the notification period, if the employee qualifies, almost qualifies, or will qualify within ninety (90) days.
- B. Preference for offering positions shall be to displaced employees on a "notification period" in order of seniority. However, in instances where a displaced employee does not meet the minimum qualifications, the Employer may limit the awarding of positions where such would have an adverse impact on efficient operations. Prior to accepting the positions, in instances where employees do not meet the qualifications for the positions, the employee, Steward or Union Representative, and Supervisor should meet to clarify training, orientation, and feedback expectations.
- C. Employees who do not qualify or meet the reasonable performance expectations of the supervisor during the ninety (90) day evaluation period will displace the least senior employee according to Section 4 or may be offered, at the sole discretion of the Employer, an available vacancy.
- D. If an available job opening is offered to any employee during the notification period and it is accepted by the employee, the rate of pay for the job, as set forth in the appropriate wage appendix, shall become effective at the end of the notification period.
- E. Employees on a notification period under Section 1.A above will receive a two week notice of layoff or two weeks' pay in lieu of notice. Regardless, these employees will be placed on a notification period during which time, these employees may exercise preferential consideration for vacancies, according to Section 3.
- F. Employees on a notification period under Section 1.B above will continue working during the notification period. If possible, the employee(s) will work in their current classification.

## Section 4. Displacement Procedure

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In all cases of reduction in workforce or layoffs and rehiring, the principles of seniority shall govern, provided that the employee is qualified to perform the job. Employees shall be permitted to displace other employees as follows:

- A. The least senior employee in the job classification in the affected unit to be reduced shall displace the least senior employee in the same or comparable positions at the same facility. If there is no same or comparable position at the facility, the employee may bump the least senior employee in the same or comparable position within the Region. The displacing employee shall be paid the step rate of the job classification nearest to, but not higher than, **their** former rate of pay.
- B. The displaced employee shall be laid off, with the same notification rights under **section 2 of this article**.
- C. If the displacing employee elects not to exercise **their** seniority pursuant to Paragraph (1) of this Section, **they** shall be laid off.

## Section 5. Pay in Lieu of Notice

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All regular employees who are placed on layoff status for a period of one (1) or two (2) weeks, for reasons within the control of the Employer, will receive three (3) days' notice or three (3) days pay thereof. Such notice is inclusive of any notification period as defined in Section 1 above.

## Section 6. Recall Procedure

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Employees whose jobs are eliminated due to reorganization as outlined in Section 1.B., above, shall be eligible for recall subject to the provisions of this Section:

- A. Laid-off or displaced employees shall continue to accumulate seniority for the duration of their recall period.
- B. Employees most recently laid off or displaced within the immediate past twelve (12) months shall be the first to be recalled in seniority order by the Employer, if they are available and are still qualified to perform the work involved. Current employees shall be notified by email sent with a read receipt requested. Laid off or displaced employees shall be notified of recall by certified or registered mail (return receipt requested) addressed to the employee's last reported address on file with the Employer. A copy of such notices shall be forwarded to the Union. The laid off or displaced employees must advise the Employer within seven (7) **workdays** after receipt of such notice whether or not **they** accept reemployment or previous position. In the event no reply is received by the Employer within the aforesaid period, **the Employer will notify the Union and** the next employee on the seniority list is to be recalled; **the same process repeats as with senior employee.**
  1. Should the Employer be in urgent need of an employee to fill a position, **the Employer will notify the Union and**, any laid off or displaced employee available may be recalled by telephone at once, on a temporary basis, pending notification of recall to other laid off or displaced employees. To expedite notice to laid off or displaced employees, the Employer may notify more than one (1) such employee at the same time.
  2. If there are no eligible active employees who previously held the job classification, then the

job shall be filled pursuant to Article 7. Employees with less than two (2) years of seniority shall have recall rights for six (6) months following the date of displacement. Employees with two or more years of seniority shall have recall rights for twelve (12) months following the date of displacement.

- C. At the time of layoff or displacement, employees may submit written notification to Human Resources that they are willing to be recalled to other positions within their professional field and for which they are qualified, **and the Employer will then notify the Union**. Such employees will then be recalled, in seniority order, into the classification in which a vacancy occurs first. Employees recalled into a different classification then held at the time of layoff or displacement will be subject to an evaluation period. Employees failing an evaluation period on recall will return to lay off status.
- D. Employees laid off or displaced shall be eligible for recall for a period of one (1) year from the date of layoff.
- E. Employees not recalled within one (1) year following the date of layoff or displacement shall be processed as a voluntary termination.
- F. The Employer shall send the recall notice, by certified mail, to the employee's last-known address. Employees not reporting for work within fourteen (14) calendar days of the date the recall notice was received shall be considered to have voluntarily terminated.
- G. Employees recalled from layoff or displacement may refuse if the position being offered is more than thirty (30) miles from their previous facility. In such an event, the employees will maintain recall rights.

## Section 7. Severance

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- A. The Agreement applies to any employee in a status of twenty (20) or more hours a week, who has received a notice of a lay off **and/or a letter of job elimination**.
- B. The Employer will first seek volunteers who wish to take advantage of the severance package.
- C. Employees will be eligible to receive one week of pay for each year of regular service, with a minimum of one (1) month's pay to a maximum of six (6) months' pay.
- D. During the severance period, employees will receive Health Plan Benefits for themselves and eligible dependents, at the Employer's expense.
- E. Outplacement assistance will be available, and employees will be permitted to use any unused Employee Assistance Program visits during the severance period.
- F. Employees who are near retirement may be eligible to "bridge" to retirement during the severance period.
- G. Employees must sign a general release to be eligible for the severance package.
- H. Full details of the benefits, conditions, waiver, etc., will be made available to employees at the time of notification of a lay off **and/or a letter of job elimination**.

## ARTICLE 11: SERVICE CREDIT RESTORATION

### Section 1. Transfers from Other Kaiser Permanente Regions

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- A. For purposes of this Section, employees transferring from other Kaiser Permanente Regions shall, upon attainment of regular status, be eligible for service credit restoration, provided the break in

service does not exceed twelve (12) months.

- B. Service Credit Restoration shall mean eligibility and accumulation of benefits for which length of service is a condition of entitlement, such as vacation accrual, holiday pay, sick leave eligibility, short-term disability insurance coverage, dental plan eligibility, and retirement benefits. Employees transferring into the same job classification shall receive tenure credit in determining the wage rate up to Step 5.
- C. For such employees whose break in service does not exceed six (6) months, the service credit restoration will become effective upon attainment of regular status. Requests should be submitted in accordance with Section 3.
- D. For such employees whose break in service exceeds six (6) months but is less than twelve (12) months, the service credit restoration will become effective after completion of six (6) months of service in a regular status. Requests should be submitted in accordance with Section 3.

## **Section 2. Colorado Region Rehires**

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- A. For purposes of this Section, former employees of Kaiser Foundation Health Plan of Colorado 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 twelve (12) months.
- B. Service credit restoration shall mean eligibility and accumulation of seniority, wage rates, tenure adjustments and benefits for which length of service is a condition of entitlement, such as vacation accrual, holiday pay, sick leave eligibility, short-term disability insurance coverage, dental plan eligibility and retirement benefits. Employees rehired into the same job classification shall receive tenure credit in determining the wage rate up to the maximum pay rate. Requests should be submitted in accordance with Section 3.
- C. For such employees whose break in service did not exceed six (6) months, service credit restoration will become effective upon attainment of regular status. Requests should be submitted in accordance with Section 3.
- D. For such employees whose break in service exceeds six (6) months but is less than twelve (12) months, service credit restoration will become effective after completion of six (6) months of service in a regular status. Requests should be submitted in accordance with Section 3.

## **Section 3. Service Credit Restoration Procedure**

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- A. Employees from other Kaiser Permanente Regions or former employees of Kaiser Foundation Health Plan of Colorado who are hired or rehired by the Employer in a temporary, on-call or short-hour status and then transfer into regular status must submit a written request to the Benefits Representative in the Human Resources Department to restore previous service.
- B. Service credit restoration will become effective the date the request is **submitted to** the Benefits Representative.

## **ARTICLE 12: LABOR-MANAGEMENT PARTNERSHIP**

### **Section 1. Philosophy**

Recognizing that our employees are our primary asset, Kaiser Permanente and its Partner Union, SEIU Local 105, are dedicated to working together in the “Spirit of Partnership” to forward the growth, development and well-being of our employees and the success of our company. Top quality, true-shared leadership and decision making, and market-leading performance are the goals we share. The Labor-Management Partnership is our operations strategy for achieving our goals and transforming Kaiser Permanente to meet the challenges of the 21<sup>st</sup> Century.

### **Section 2. Union Liaison**

The Union and the Employer agree to establish one Full Time Equivalent (FTE) for the purpose of promoting the philosophy and intent of the Labor-Management Partnership. The Union Liaison will be hired through a joint hiring process and will be required to report to a joint reporting and evaluating structure.

The full time Union Liaison is expected to provide education and training to employees in order to enhance and promote the partnership philosophy, as well as publicizing the Partnership successes in the Colorado Region. The Union Liaison will assist the facility Labor-Management Partnership Committees to develop strategies and processes to implement the Labor-Management Partnership philosophy and to facilitate project design, as well as other applicable issues.

The Union and the Employer will develop the Union Liaison work plan. The job description will be amended as necessary as the Partnership progresses.

### **Section 3. Goal**

High satisfaction among employees, physicians, and management is achieved through involved, participating, multi-disciplinary trained teams that focus on meeting or exceeding jointly designed goals and expectations. Ultimately, self-directed work unit/department/facility Labor-Management Partnership teams, will be in the best position to continuously improve and move the Partnership forward by utilizing Partnership principles and guidelines.

## **ARTICLE 13: JOB CLASSIFICATIONS**

We agree that our mutual interest is in providing appropriate pay and job classifications. To that end we agree to use an integrated approach to classification and pay issues, including, but not limited to training, ongoing communications, market and/or internal review, and implementation.

Periodic (monthly) classification issues meetings will be held with union and management to review active classification issues, such as reclassification requests, market-related pay adjustments and/or new classifications.

## **Section 1. New Job Classifications**

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- A. The Employer shall notify the Union by e-mail and phone of any new non-exempt, non-union job classifications established during the term of this Agreement. Upon the Union's request, the Employer and the Union shall meet to determine if such job classification(s) should be in the bargaining unit.
- B. The Employer shall establish the job description, grade, and wage rate for such classification; and the description, grade, and wage rate established shall be discussed with the Union, Management, and affected employee(s) prior to implementation. The grade and wage rate established shall have a fair and proper relationship to those set forth in Schedule A and Schedule B/C.
- C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract (Job Classification Review Committee) or under the provisions described in Article 25 and Article 26 of the Contract.

## **Section 2. Job Descriptions**

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- A. It is agreed that the Employer and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of the facilities and representative of the type of work, skill level and responsibilities of the job. Job descriptions maintained by the Employer shall be provided to the Union in writing upon request. A copy of new and/or substantially changed job descriptions shall be provided to the Union in writing.
- B. A copy of the current job description should be provided by the supervisor to the new employee upon hire, promotion or transfer into a new job classification or upon request, for employees who do not have a current copy for their current classification.
- C. The Employer shall, in Partnership, work with the employee(s) and the Union in preparing or revising job descriptions. Disputes in connection with this Section shall be referred to the Job Classification Review Committee.
- D. The job description should be reviewed and updated during the evaluation process and prior to posting.

## **Section 3. Classification/Grade Review Requests**

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- A. The Union or Management may request a classification/grade review when a party has a question whether a position is properly classified within the listed contract classification/grade. A written request detailing the reason for the classification/grade review shall be submitted to the Compensation Department in Human Resources.
- B. The Compensation Department will review and analyze all pertinent information and make a classification/grade determination, which may include the designation of a new classification, if appropriate. The analysis will include, but is not limited to, informational data gathering, on-site job review with affected employees, review of current job descriptions, market and/or internal parity as appropriate to the classification to determine grade placement and pay range. Modification of the job description may be made as necessary once the analysis has been

completed. The Employer will provide a written explanation of the determination to the Union within sixty (60) calendar days upon receipt in the Compensation Department. While the time limits described above may be extended by mutual agreement, the effective date for any reclassification shall be the date the review request is received in the Compensation Department.

C. Disputes arising under this Section will be addressed under the provisions of Article 2, Section 4 of the Contract or under the provisions described in Article 25 and Article 26 of the Contract.

## ARTICLE 14: WAGE RATES

### Section 1. Wage Schedule

A. The hourly rates of pay shall be as shown in the wage schedules set forth in Schedule A **and/or B/C**. The wage scales set forth are intended to constitute minimum scales only, and nothing in this Agreement shall preclude the Employer from paying in excess of such minimum rates, at the Employer's discretion. However, no employee covered by this Agreement shall, as a result of the provisions of this Agreement, suffer a reduction in **their** wage rate so long as **they** continue in the same classification, except as results from the application of Article 5. Where employees are receiving wage rates in excess of the minimum rates set forth, they shall receive the cents per hour increases provided in the wage schedules.

B. In the event the Employer determines that it is desirable to offer credit for previous experience to enhance recruitment and retention of employees in any job classification, such service credit adjustment will be done as follows:

- 1) For purposes of determining wage rates upon hire each fully completed year of full-time (20-40 hours per week) work experience in positions with comparable qualifications and responsibilities to those established by the Employer, excluding internships, shall receive one-half (1/2) year of tenure credit. Tenure credit, for purposes of determining starting wage rates, shall not exceed the **four**-year step (Step 5). The following chart is intended to illustrate the intent of this provision:

<b>Step 1</b> (0 – less than 2 years)	<b>Step 2</b> (2 years – less than 4 years)
<b>Step 3</b> (4 years – less than 6 years)	<b>Step 4</b> (6 years – <b>less than 8 years</b> )
<b>Step 5</b> <b>(8 or more years' experience)</b>	

- 2) Comparable qualifications and responsibilities for purposes of determining starting wage rates will be decided at time of hire.
- 3) In the event that such experience credit is implemented in any classification, a market analysis will be done to see if and how much of an adjustment in the wage scale will be made. Additionally, all current employees will be eligible for past experience credit adjustments based on prior service.

#### Positions approved for in-range hiring:

- Grade 10 – **National Claims Administration (NCA)** & Referral Processor II
- Grade 11 – **NCA**
- All schedule B and C Positions

## **Section 2. Effective Date of Tenure and Across the Board Increases**

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Tenure increases and across the board increases shall become effective at the beginning of the first full payroll period nearest the employee's date of eligibility for such increase.

## **Section 3. Wages Following Promotion**

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An employee promoted shall be paid the first step rate of the new classification that will provide an increase of at least 6% above **their** current rate and which will provide an increase of at least twenty-five cents (\$.25) per hour for each grade. **In cases where, providing a 6% increase exceeds the wage scale, the Company and Union agree to meet and confer.** The employee will receive credit for time spent in **their** former classification, up to a maximum of twelve (12) months, in determining the eligibility date for step **their** increase, if any. If following a downward transfer, an employee promotes back to a position in the same or higher grade, **their** rate of pay shall not be higher than the step rate that would have been in effect if **they** remained in the higher graded position.

## **Section 4. Wage Rate Following a Return to Former Position**

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When an employee is returned to a former or comparable position, **they** will also return to former **their** rate of pay.

## **Section 5. Wages Following Upward Reclassification**

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An employee whose job has been reclassified to a higher grade by the Employer as the result of a classification/grade review, shall be placed on the same step in the higher grade as was held in the former grade.

## **Section 6. Wages Following Lateral Transfer**

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An employee who is transferred to another position in the same grade shall receive not less than **their** former rate. The employee shall receive credit for time spent in **their** former classification in determining **their** eligibility date for future step rate increases.

## **Section 7. Wages Following Downward Transfer**

---

An employee who is transferred to a position in a lower grade shall receive the step rate which is nearest to, but not higher than, **their** former rate. The employee will receive credit for time spent in **their** former classification, up to a maximum of twelve (12) months, in determining the eligibility date for **their** next step increase, if any.

## Section 8. Wages Following Downward Reclassification

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When any job is reclassified downward by the Employer, the employee affected shall continue at the rate of pay in effect at the time of the downward reclassification until the date of **their** next step progression. On this date, the employee shall be paid at the first step in the new classification which is higher than **their** present rate. If Step 8 in the new classification provides a lower rate than the employee's present rate, then the employee shall remain at **their** present rate until Step 8 provides a higher rate, at which time the employee shall be placed on step at the higher rate. The reclassified job shall have a fair and proper relationship to those set forth in Schedule A **and Schedule B/C**.

## ARTICLE 15: WAGE PREMIUMS

### Section 1. Shift Premium

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- A. Any employee who works a shift of three (3) hours or more, commencing at or after 3:00 p.m. but prior to 11:00 p.m., and ending at or after 6:00 p.m., shall receive an evening shift premium **two dollars and seventy-five cents (\$2.75)** per hour for all hours worked. However, employees who work a shift which commences prior to 3:00 p.m., and for which the employee works at least four hours within the evening shift eligibility period, shall receive evening shift premium for those hours worked after 3:00 p.m. For example, an employee whose shift begins at 12:00 noon and ends at 11:00 p.m. shall receive an evening shift premium from 3:00 p.m. – 11:00 p.m.
- B. Any employee who works a shift of three (3) hours or more, commencing at or after 11:00 p.m. but prior to 6:00 a.m., shall receive a night shift premium of **four dollars (\$4.00)** per hour for all hours worked. However, employees who work a shift which commences prior to 11:00 p.m., and for which the employee works at least four hours within the night shift eligibility period, shall receive night shift premium for those hours worked after 11:00 p.m. For example, an employee whose shift begins at 7:00 p.m. and ends at 3:00 a.m. shall receive a night shift premium from 11:00 p.m. - 3:00 a.m. Employees who commence work at or after 4:30 a.m. will receive night shift differential for the hours worked between the starting time and 6:00 a.m. In no case will night shift differential be paid for more than ten (10) consecutive hours.
- C. Shift premium shall be included in holiday, vacation, sick leave, and overtime pay.

### Section 2. Weekend Premium

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- A. Any employee who works a shift of three (3) hours or more between 12:01 a.m. Saturday and **11:59 p.m.** Sunday shall receive a weekend premium of **two dollars (\$2.00)** per hour for those hours worked during that period. **This premium** shall be pyramided with shift premium, when applicable.
- B. **This premium shall be included in holiday, vacation, sick leave, and overtime pay.**

### Section 3. Work in a Higher Classification Premium

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- A. An employee temporarily assigned the major duties and responsibilities of a higher-rated Schedule A classification for an increment of not less than (1) one hour shall receive a premium of **one dollar and fifteen cents (\$1.15)** per hour for each grade, up to a maximum of **three dollars and forty-five cents (\$3.45)** per hour for three (3) or more grades, for all hours worked in the higher-rated

classification.

- B. An employee temporarily assigned the major duties and responsibilities of a higher-rated Schedule B or C classification for an increment of not less than one (1) hour shall receive a premium of **two dollars and five cents (\$2.05)** per hour for all hours worked in the higher-rated classification.
- C. Management has sole discretion to assign Schedule A employees to work in a Schedule B/C position if qualified or Schedule B/C employees to work in a Schedule A position, if qualified. When a Schedule B/C employee is temporarily assigned the major duties and responsibilities of a Schedule A classification for an increment of not less than (1) one hour shall receive a premium of **two dollars and twenty cents (\$2.20)**. When a Schedule A employee is temporarily assigned the major duties and responsibilities of a Schedule B/C classification for an increment of not less than (1) one hour shall receive a premium of **two dollars and twenty cents (\$2.20)**.

## Section 4. Premium in Lieu of Benefits

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In lieu of eligibility for certain benefits and wage premiums outlined in this Agreement, short-hour, temporary and on- call employees shall receive a premium of **two dollars (\$2.00)** per hour above their regular straight-time rate of pay.

## Section 5. Sixth or Seventh Consecutive Day Premium

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- A. Employees assigned to a scheduled work week of twenty-eight (28) hours or more during a period of more than five (5) workdays shall be paid at the rate of time-and-one-half (1-1/2) the straight time hourly rate, including applicable shift premium, for all hours of work assigned by the supervisor and performed by the employee on the sixth (6th) or seventh (7th) consecutive day of work regardless of the payroll week and regardless of whether such hours of work are in excess of forty (40) within one (1) payroll week.
  - 1) Refer to Article 9 to determine overtime pay for employees who work more than forty (40) hours during one (1) payroll week.
- B. For purposes of this Section, a day of work shall refer to a workday on which an employee actually works a minimum of one-half (1/2) of **their** scheduled shift. A paid day off shall not be considered as a day of work.
- C. The following examples serve to illustrate the intent of this Section:

Example #1	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.	Sun
<b>Actual Schedule</b>	5	6	4	4	5	5	Off
<b>Total Hours Worked = 29</b>							

Eligible for sixth-day premium

Example #2	Mon.	Tues.	Weds.	Thurs.	Fri.	Sat.	Sun
<b>Actual Schedule</b>	Vac.	4	8	8	4	off	

Not eligible for sixth-day premium; did not work six consecutive workdays.

## **Section 6. Float Premium**

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- A. An employee designated as a float whose primary job is to float from one department/facility to another, as unassigned relief, shall be paid a premium of **one dollar and eighty-five cents (\$1.85)** per hour for all hours worked.
- B. Float premium will not apply to an employee whose regular work assignment requires performing work in more than one department, such as **employees in Primary Care and/or Pediatrics**.

## **Section 7. Stand-by Pay**

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- A. Employees who are assigned pager unit duty outside of their regularly scheduled hours shall be paid **six dollars (\$6.00)** per hour for each hour spent in such capacity, and **six dollars and fifty cents (\$6.50)** per hour for each hour spent in such capacity on a recognized holiday. Unless otherwise specified by the supervisor, an employee shall not be considered on stand-by duty after 3 hours have elapsed following the beginning of the shift to which duty is served.
- B. When called in, actual work time shall begin when the employee arrives at the facility to which **they were** called and shall end when the employee leaves the same facility. Pay for hours actually worked shall be at the employee's regular straight-time rate of pay, excluding hours worked in excess of forty (40). The Reporting Pay provision of the Labor Agreement is waived when this pay provision is invoked.
- C. However, employees assigned stand-by status and who do not respond to a call in a timely manner or are unavailable for work shall forfeit stand-by unit pay for the duration of the assigned period.
- D. Stand-by unit hours shall not count as time worked for purposes of computing overtime for work performed later in the same payroll week.

## **Section 8. Outside the Bargaining Unit Premiums**

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- A. If an employee accepts an assignment which includes the major duties and responsibilities of a supervisor for a period of one (1) week or more, the employee shall be paid a premium of one dollar and eighty cents (\$1.80) per hour for all hours of work performed in that capacity. An employee shall not be assigned supervisory duties for any period of less than one (1) week. The premium will not apply for time not worked (e.g., holidays, sick leave, vacation, etc.). Employees so reassigned shall continue to accumulate seniority, benefits, and tenure in accordance with this labor agreement.
- B. Work outside the bargaining unit premium of one dollar and sixty-five cents (\$1.65) per hour will be paid for non-supervisory, non-bargaining unit work.

## **Section 9. Translation and Sign Language Premium**

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In the interest of supporting cultural diversity, a multilingual committee composed of members from the bargaining unit and management will be appointed. Bargaining unit representatives will be appointed by the Union. The Committee will identify needs throughout the Region and establish criteria for eligibility to receive the Translation and Sign language premium of **one dollar and ten cents (\$1.10)** per hour.

## ARTICLE 16: HOLIDAYS

### Section 1. Recognized Holidays

A. The following holidays shall be recognized in accordance with this Article:

National Holidays:	Four (4) Float Holidays/Forty (40) Flexible Personal To commemorate any four of the following:
New Year's Day	Employee's Birthday
<b>Martin Luther King's</b>	President's Day
Memorial Day	Veteran's Day
Independence Day	New Year's Eve
Labor Day	or any other day of significance to the employee
Thanksgiving Day	
Christmas Day	

B. It is the Employer's intent to abide by any changes in Federal legislation related to these holidays.

### Section 2. Holiday Guarantee/Coverage

A. Each regular employee shall be granted a day off for at least one of the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, or **Martin Luther King's Birthday**.

B. Regional urgent care departments and any other departments and/or facilities which may be open on a recognized National holiday, will employ a core staff to ensure coverage for all required shifts. The Employee may request, and the Employer will make every reasonable effort to schedule up to three (3) National holidays off per year, including at least two (2) Summer and one (1) Winter National holiday.

- 1) Availability of shifts will be posted for regular, clinic and on-call employees within the departments.
- 2) The employer will attempt to distribute overtime equitably among qualified core staff within any job classification concerned within the facility. Remaining overtime will be made available by seniority to qualified volunteers throughout the Region.
- 3) On-call employees currently employed in the Urgent Care Departments, and any other departments and/or facilities which may be open on a recognized National holiday, will be expected to work at least one (1) Summer and one (1) Winter National holiday.
- 4) After equitably rotating any qualified employees who have volunteered for holiday coverage and assigned on-call employees, the Employer will equitably rotate any remaining holiday coverage among drafted qualified employees in reverse seniority order, beginning with the least senior qualified regular or short-hour employee in the job classification concerned within the region.
- 5) The most senior employee drafted will have **their** choice of open shift and location for which they qualify. An employee may only be drafted for one (1) holiday per calendar year.
- 6) Employees at risk for assignment will be notified thirty (30) days in advance. The employee may arrange for a training/orientation session prior to their assigned shift.
- 7) The employer will notify the employees regarding which facilities will be open for the summer holidays on March 1st and for the winter holidays on September 1st subject to changes due to

new member growth and/or loss, significant changes in financial position and/or change in contract providers or other events of similar magnitude.

C. Mass communication will be used to identify National holiday shift availability and job classification. Available shifts will be posted with contact information and in a common area readily accessible to employees. Less than full shifts will be considered.

### **Section 3. Holiday Pay Eligibility Requirements**

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To be eligible for holiday pay, an employee must meet each of the following eligibility requirements:

- 1) The employee has at least thirty (30) days of service as a regular employee as of the holiday.
- 2) The employee was not directed to work on the holiday.
- 3) The employee was not on layoff or leave of absence, including any time off taken due to illness beyond the period of paid sick leave eligibility, as of the date of the holiday.
- 4) The employee worked the last scheduled workday before and the first scheduled workday after the holiday, except where the employee has been granted an excused absence.

### **Section 4. Float Holidays/Flexibility Personal Hours**

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A regular employee shall receive four (4) float holidays and eight (8) flexible personal hours each calendar year, in accordance with the following:

- 1) During the first year of eligibility, the employee shall earn and may use up to four (4) float holidays following completion of three (3) months of service as a regular employee. Thereafter, float holidays shall be taken during the twelve (12) month period following the date of eligibility for the float holiday(s). Float holidays not taken in the calendar year earned shall not carry over to the next year. Employees must use their four (4) float holidays and eight (8) flexible personal hours by December 31.
- 2) For the purpose of Work Life Balance, employees shall receive four (4) Float Holidays and eight (8) flexible personal hours. Flexible personal hours can be used in increments of no less than 2 hours and will not be counted towards attendance.
- 3) See National Agreement.

### **Section 5. Premium Pay for Hours Worked on a Holiday**

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- A. A regular employee who works on a recognized National holiday, as specified in Section 1 of this Article, shall receive premium pay of double-time-and-one-half (2-1/2) **their** regular straight-time rate of pay, including applicable shift premium, for all hours worked on the holiday, or for the employee's assigned full- time equivalent hours, whichever is greater, up to a maximum of eight (8), **nine (9), or ten (10)**. Hours worked in excess of eight (8), **nine (9), or ten (10)** shall be paid at time-and-one-half (1-1/2).
- B. A short-hour, temporary or on-call employee, or a regular employee with less than one (1) month of service, who works on a recognized National holiday, as specified in Section 1 of this Article, shall receive premium pay of time-and-one-half (1-1/2) **their** regular straight-time rate of pay, including applicable shift premium, for all hours worked.

## **Section 6. Holiday Pay, if Not Worked - Regular Employees**

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- A. If a recognized National holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight- time rate of pay as the employee would have received had **they** worked, including applicable shift premium; not to exceed eight (8), **nine (9), or ten (10)** hours.
- B. If the recognized National holiday falls on a day other than a normally scheduled workday, the employee shall receive additional pay equal to **their** F.T.E.

## **Section 7. Holiday on Weekend**

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- A. If a recognized National holiday falls on Saturday, employees shall observe the holiday on the preceding Friday, provided staffing and scheduling permits. If a recognized National holiday falls on Sunday, employees shall observe the holiday on the following Monday, provided staffing and scheduling permits.
- B. When a recognized National holiday falls on a weekend, the company shall pay employees double-time-and-a-half their regular straight rate of pay, including applicable shift premium, for all hours worked on the recognized holiday and the observed holiday.**

## **Section 8. Holiday Pay for Overtime Computation**

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Holidays for which pay is received shall count as time worked for purposes of computing overtime for work performed later in the same payroll week.

## **Section 9. Holiday Pay for Night-Shift Employees**

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For night-shift employees who work on a National holiday, holiday premium pay shall apply to the shift in which the majority of hours are worked on the holiday. The holiday shall consist of the 24-hour period beginning at 12:01 a.m.

# **ARTICLE 17: VACATION**

## **Section 1. Vacation Eligibility and Allowance**

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- A. Regular employees, upon completion of one (1) year of service as a regular employee, shall earn an annual vacation allowance, subject to the provisions of this Article, according to the following schedule:

<b>Completed Years of Service</b>	<b>*\$Weeks of Vacation 0</b>
1	2
4	3
9	4
<b>25</b>	<b>5</b>

\* This schedule reflects the time off entitlement of a regular full-time employee (FTE = 1.0) in weekly increments.

§ Per National Agreement an employee with six (6) months of service may use one of their two week allotment.

**Note: Implementation of the 5<sup>th</sup> week of vacation shall occur no later than the first payroll period of 2025.**

**However, the employer will work with any employee who is eligible for the 5<sup>th</sup> week of vacation who desires to use it during the 2024 plan year to get the time off.**

- B. After completion of six (6) months of service as a regular employee, the employee's vacation account will be credited with one (1) week of vacation which is then available for use, subject to the provisions of this Article. After completion of one (1) year of service as a regular employee, the employee's vacation account will be credited with one (1) additional week of vacation which is then available for use, subject to the provisions of this Article. Thereafter, an employee will earn vacation on a monthly basis and will be able to take vacation, subject to the provisions of this Article, prior to the completion of an eligibility year.
- C. For regular part-time employees, vacation and sick-leave benefits shall be accumulated on the basis of all hours paid to a maximum of eighty (80) hours per pay period.
- D. During transition years (e.g., the fourth, ninth, **and twenty-fifth** years), the employee will continue to earn vacation at **their** current monthly rate until the date **they meet** the service requirement of the higher vacation allowance. On that date, the employee's vacation account will be credited with the number of days representing the increased vacation allowance.
- E. Supervisors will submit to payroll, on a quarterly basis, the number of KTO (Kaiser Time Off) hours per employee for the preceding quarter, which will be used in calculating an adjustment for purposes of vacation and sick leave accumulation.
- F. Except for medical leaves outlined in Article 20 Section 2 "Family and Medical Leave Act"\*\* and Article 20 Section 3 "Medical Disability Leave of Absence"\*\*, and notwithstanding any other provisions of this Agreement, an employee shall be required to use all benefited time prior to being in an unpaid status. After all benefited time is used, the granting of unpaid time shall be at the discretion of the manager except as required by law. (As example of a situation under which a manager may exercise such discretion is – if an employee should suffer from extraordinary or emergent circumstances under which they exhaust all benefited time, the manager can allow the employee to take approved vacation time unpaid.) \* Exhaustion of benefit time still applies to employee absences under 29 days. \*\*For employees on medical leave over 30 days.

## Section 2. Vacation Pay

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- A. Pay for vacation shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **they** worked **their** normal shift that day. This provision will also apply in instances where a regular employee's FTE has previously increased or decreased.
- B. The following examples serve to illustrate the intent of this Section:

Example #1:	Mon.	Tues.	Weds.	Thurs.	Fri.
<b>Normal Schedule</b>	8	8	8	off	off
<b>Actual Schedule</b>	8	Vac.	Vac.	off	off

FTE = .6

Vacation Pay = 16 hours

Example #2:	Mon	Tues	Weds.	Thurs.	Fri.
<b>Normal Schedule</b>	8	6	4	8	6
<b>Actual Schedule FTE =.8</b> <b>Vacation Pay = 18 hours</b>	Vac.	Vac.	Vac.	8	6

C. The Employer will issue a separate advanced vacation check for approved, accrued vacation, provided the employee has notified the supervisor of their payment request at least one week in advance and the paid time- off period requested is at least one week in duration.

### Section 3. Vacation Scheduling

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A. During the first two weeks of January, vacation planning schedules will be prepared listing employees in descending order of seniority. This planning year will run from April 1<sup>st</sup> through March 31<sup>st</sup>. Vacation planning schedules **and seniority list** will be posted **either physically or electronically** and will indicate the number of employees per each **affected** unit allowed to take vacation concurrently.

B. From January 15<sup>th</sup> to February 6<sup>th</sup>, employees may submit requests for vacation by **submitting** their choices **through the scheduling process either** on the posted vacation **calendar** schedule **or the electronic format**. As well as on the vacation request forms (i.e.: KP time off system). **Submitted requests shall be made visible to all employees.** Those desiring to split their vacation allowance into more than one segment (e.g., weeks or days) must rank the segments in order of preference on the vacation request form and posted schedule.

C. During odd calendar years seniority will apply only for the first choice in vacation selection. **If an employee chooses to split their vacation into two (2) or more requests seniority shall apply to the first requested segment, prior to approving any junior employee's request. Only one (1) requested segment may be tied to holidays, as defined in Article 16 -Holidays, unless a holiday has not been selected by a more junior employee.**

D. During the even calendar years, **for those employees choosing to split** their vacation into three (3) or more **requests**, seniority will **apply** for the first and second vacation segment choices, **prior to approving any junior employee's request.** Of those choices, only one (1) **requested** segment may be tied to holidays **as defined in Article 16 - Holidays**, unless a holiday period has not been selected by a more junior employee.

E. Approved vacations submitted from January 15<sup>th</sup> through February 6<sup>th</sup> will be posted on or before March 1<sup>st</sup>, in an area **or system visible to all** employees. Consistent with scheduling needs, an employee will receive a timely written/electronic response. The written/electronic response shall indicate that the request was: (A) Approved or (B) Denied. Responsibility of retaining a written denied request will remain with the employee for use of possible future re-submissions in the case of future openings. **The company will keep track of all approval/denials for possible calendar openings in which an employee may re-submit a previously denied request.**

F. Vacation may be taken in increments of less than one (1) day or any uninterrupted period of time. If the employee does not have the accrued or anticipated accrued vacation time, the request may be denied. When scheduling vacation segments of three days or more, the Employer will exercise a reasonable effort to schedule the employee's day(s) off in such a way that they are attached to the employee's vacation period.

G. Once a vacation has been authorized by the supervisor, no senior employee may bid into the schedule or otherwise claim the date.

H. Employees may submit vacation requests outside the selection period and may submit a request for unscheduled vacation at any time. Requests will be limited to available dates not previously filled.

Employees will be required to submit requests at least two (2) weeks in advance and such requests shall be granted on the basis of the date of earliest submission. The employer will consider vacation requests with less than the normal notice in unusual circumstances. The supervisor shall respond to the employee in writing regarding a vacation requested outside the selection period within two (2) weeks from the date the request was submitted by **an** employee. The written response shall indicate that the request was (A)Approved (B)Denied.

- I. If new openings in the vacation schedule become open, it will be made available to the employees for one (1) week. If these dates were previously denied during the selection period, employees may re-submit the original copied request and be given priority on the basis of seniority. Re-submitted, previously denied requests dated outside the selection period will also be given consideration by date of original request. In the event there are no re-submissions, requests shall be granted on a first come, first served basis.
- J. Employees transferring from one facility, department or shift to another will be required to select vacation in accordance with the vacation planning schedule in effect for the new facility, department, or shift. Further, employees will be restricted to open dates not previously filled by scheduled vacations or approved leaves of absence. Exceptions may be granted in extenuating circumstances. The employer will attempt to accommodate previously scheduled vacations in instances where employees are involuntarily transferred by the company.
- K. Employees may request vacation schedule changes or cancellations, in writing, at any time. Notice must be given **at least 2 weeks** prior to the change or the cancellation. The employer will attempt to place the employee back on the schedule **within 1 week of said notification from the employee**.
- L. Although the operations of the Employer shall be of primary importance with respect to the scheduling or changing of vacations, the Employer will endeavor to balance operational needs with those of employees.
- M. If an approved, scheduled vacation is cancelled by the Employer, the Employer will reimburse the employee for irrevocable, non-refundable and non-transferable costs (**transportation, lodging, travel insurance, tickets, etc.**) upon verifiable proof of loss (**email cancellations, receipts, etc.**) **to be reimbursed no later than 90 days (from date of cancellation by the Employer)**. The employee shall surrender any concerned tickets to the Employer for which they are being reimbursed.

## **Section 4. Holiday During Vacation**

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If a recognized holiday falls within an employee's vacation on a regularly scheduled workday, pay for the day shall be charged to the holiday and not to vacation, provided the employee is eligible for holiday pay. However, the employee may choose to be paid for the day of vacation in the current payroll period in lieu of another day off.

## **Section 5. Vacation Carryover**

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Annual vacation allowance shall be taken during the one (1) year period following the employee's anniversary date of eligibility. However, operational requirements or special vacation circumstances may occasionally prevent an employee from taking all earned vacation within the anniversary year. When such circumstances arise, an employee may carry over an amount equal to double times (2X)

his/her current annual vacation allowance, subject to the approval of the Employer. Vacation allowance cannot be earned in excess of this amount. For example, an employee with two (2) years of service may carry a maximum of four (4) weeks of vacation allowance (2 weeks X 2 yrs.) at any given point in time and cannot earn additional vacation allowance until vacation time is utilized.

## **Section 6. Vacation Pay Upon Termination**

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- A. Upon termination from the Company, an employee with at least six (6) months of service as a regular employee shall be paid for any earned vacation allowance unused as of the date of termination; however, in no event shall this amount exceed two (2) years of vacation accumulation.
- B. The employee may not use vacation time off to extend **their** length of employment.

## **Section 7. Use of Vacation to Care for a Sick Child**

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If requested, the Supervisor shall grant vacation, float holidays/flexible personal hours or personal time off (PTO) for an employee to care for a sick child. Up to three (3) such days in a twelve-month period shall not count as absences for purposes of discipline. In such cases, vacation **and/or flexible personal hours** may be taken in increments of less than eight (8) hours.

# **ARTICLE 18: SICK LEAVE**

## **Section 1. Sick Leave Allowance**

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- A. Each regular full-time and regular part-time employee shall accumulate one (1) day of paid sick leave for each calendar month of service as a regular employee.
- B. For regular part-time employees, vacation and sick leave benefits shall be accumulated on the basis of all hours paid to a maximum of eighty (80) hours per pay period.
- C. Supervisors will submit to Payroll, on a quarterly basis, the number of Kaiser Time Off (KTO) hours per employee for the preceding quarter, which will be used in calculating an adjustment for purposes of vacation and sick leave accumulation.
- D. Information regarding an employee's sick leave accrual shall be supplied by **their** supervisor, upon request.
- E. Except for medical leaves outlined in Article 20 Section 2 "Family and Medical Leave Act"\*\* and Article 20 Section 3 "Medical Disability Leave of Absence"\*\*, and notwithstanding any other provisions of this Agreement, an employee shall be required to use all benefited time prior to being in an unpaid status. After all benefited time is used, the granting of unpaid time shall be at the discretion of the manager except as required by law. (As an example of a situation under which a manager may exercise such discretion is – if an employee should suffer from extraordinary or emergent circumstances under which they exhaust all benefited time, the manager can allow the employee to take approved vacation time unpaid.) \* Exhaustion of benefit time still applies to employee absences under 29 days. \*\*For employees on medical leave over 30 days.

## **Section 2. Sick Leave Pay Eligibility Requirements**

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- A. Sick leave shall be applicable only if the employee is ill on a day **they are** regularly scheduled to work.
- B. Paid sick leave shall begin to accumulate during the first (1st) calendar month of employment but may not be applied to any illness until after completion of the probationary period.
- C. If an employee claims sick leave, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work, if there is reasonable doubt of legitimacy. Further, the Employer may require certification of **their** fitness to perform the work required.

## **Section 3. Sick Leave Pay**

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Sick leave pay shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **they** worked **their** normal shift that day.

## **Section 4. Illness During Shift**

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If an eligible employee becomes ill during **their** shift, shall **they** be paid for hours worked and shall receive paid sick leave for the hours not worked during the balance of **their** shift.

## **Section 5. Sick Leave for Medical/Dental Appointments**

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An eligible employee with at least six (6) months of service may use paid sick leave for hours directly associated with scheduled medical/dental appointments, and/or emergency for dental for children, provided each of the following conditions are met:

- 1) The employee shall give written notice of at least one (1) week, if practical to do so, and supply verification that the appointment was kept **if there is reasonable doubt of legitimacy**.
- 2) In the event the employee's medical/dental appointment is located outside of **their** facility, the appointment shall be scheduled so that at least part of the scheduled appointment falls within the first or last hour of the employee's scheduled shift or within the hour directly preceding or following the employee's meal period, if practical to do so.
- 3) Part-time employees who have days off during the week will make every reasonable effort to schedule medical/dental appointments on their days off.

## **Section 6. Sick Leave for Sick Child/Spouse and Parent**

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Employees may use sick leave to care for a sick child/spouse and parent, provided the requesting employee has at least five (5) days of sick leave accrued (or its equivalent in FTE hours) at the time of the request.

## **Section 7. Integration of Sick Leave with Workers' Compensation**

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If an employee received Workers' Compensation insurance payments, Employer paid sick leave shall be reduced by the amount of Workers' Compensation insurance pay receives by the employee. Only the

amount of sick leave which is integrated with Workers' Compensation payments shall be charged against the employee's sick leave account. For example, after three (3) days, approximately one-third (1/3) sick leave is charged per day.

## **Section 8. Holiday During Sick Leave**

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If an employee is absent on paid sick leave and a holiday occurs during such absence, if **they are** eligible for holiday pay, such pay shall be charged to the holiday and not against sick leave credits.

## **Section 9. Exhaustion of Sick Leave During Medical Disability Leave of Absence**

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- A. Employees who are excessively absent are subject to disciplinary action, up to and including discharge.
- B. However, special consideration shall be given to an employee who returns to work from a medical disability leave of absence in which **their** sick leave account has been exhausted. Upon return from such leave, employee shall be eligible to utilize vacation or float holidays/**flexible personal hours** for sick leave purposes for up to three (3) months. For a period of six (6) months from the date of employee's return to work, s/he shall be permitted to be absent from work due to illness for up to six (6) days without being subject to progressive discipline for excessive absenteeism.
- C. Following the six-month period, an employee who exhausts **their** sick leave account shall be subject to normal disciplinary procedures.

## **Section 10. Use of Vacation to Care for a Sick Child**

---

If requested, the supervisor shall grant vacation, float holidays/**flexible personal hours** or personal time off (PTO) for an employee to care for a sick child. In such cases, vacation may be used in increments of less than eight (8), **nine (9), and ten (10)** hours.

## **Section 11. Verification of Illness**

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The following provisions shall apply to employees who have received discipline or a performance rating of needs improvement or unsatisfactory within the preceding one (1) year in the area of attendance, except when an employee requires use of sick leave for lengthy periods of illness or injury and would otherwise have a "good" attendance record.

- A. Absences will be excused, and sick leave pay received only after obtaining a doctor's certificate during the illness and presenting it to the supervisor upon return to work in the following circumstances:
  - 1) The day before or after a holiday.
  - 2) On days the employee requested time off which had been denied.
  - 3) On single days when a pattern of abuse has been evident.

# **ARTICLE 19. EDUCATION AND TRAINING**

## **Section 1. Internal Education and Training**

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- A. When an internal education and training program is provided by the Employer for employees in a particular job classification covered by this Agreement, the Employer agrees to provide equal training for all employees in such classification to ensure equal opportunity for advancement and promotion. Further, the Employer agrees, to the extent financially practical, to provide employees with ongoing education to better prepare them for those classifications which require training for qualification.
- B. In the interest of providing high quality patient care and promoting training which enhances employee retention opportunities, career progression and employee development, the Employer and the Union agree to establish a Joint Education and Training Fund. The Employer shall contribute \$30,000 each year to the Joint Education and Training Fund. For purposes of the preceding sentence, \$5,000 of the above noted \$30,000 amount shall be allocated for purposes of development, certification, and training of Coding personnel.
- C. In connection with the above noted fund, a subcommittee of the Colorado Regional Workforce Planning Committee (CRWPC) shall monitor the Joint Education and Training Fund and to establish and administer priorities for use of the fund. The Joint Education Training Committee (JETC), a subcommittee of the CRWPC shall consist of two (2) representatives from Management and two (2) representatives from the Union. The JETC will meet as often as necessary, but no less frequently than quarterly, to govern and administer the use of the Joint Education and Training Fund. Upon mutual consent of the employer and the Union, subject matter experts and other individuals may be invited from time to time to attend JETC meetings. The JETC, working with Operations, Regional functions and Training and Development, will work to determine the type and scope of education and training courses offered and the criteria for selecting employees for programs defined and coordinated by the JETC.
- D. A primary function of the JETC will be to explore options to provide employees with the opportunity to acquire skills necessary to progress to other positions or to retrain in the event of displacement as a result of changing technology or delivery systems. Options the JETC will explore will include, but not be limited to, the following options:
  - Expansion of internal training
  - Job counseling
  - Career development planning
  - Skill assessment
  - Re-training opportunities
  - Programs coordinated with educational leaves.
  - Expansion of tuition reimbursement for approved programs State or Federal funding for programs
  - Work site training opportunities
- E. The JETC will meet to jointly establish accounting guidelines and procedures to administer the Joint Education and Training Fund. Any and all expenditures from the Joint Education Fund must conform to the accounting guidelines and procedures established by JETC.

## **Section 2. Outside Education and Training**

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If requested by the Employer, an employee shall be paid for work time spent in conferences, workshops, seminars, or training sessions which are directly job related. Further, the employee shall be reimbursed

for all materials and costs.

### **Section 3. Tuition Reimbursement**

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Regular employees shall be eligible to enroll in educational programs during non-working hours, in accordance with the following:

- A. The course must be taken at an accredited school, junior college, four-year college, university or other equivalent institution. Consideration may be given to non-accredited educational programs which are approved by a recognized professional organization. In addition to traditional classroom training, courses may be taken on-line or through correspondence.
- B. The course must be related to the employee's current work assignment and/or potential for advancement within the Company. In reviewing tuition reimbursement requests, the employee's statement of how the course meets the above criteria will be considered. However, responsibility for authorization of a course for tuition reimbursement purposes shall rest with the Employer.
- C. The course must be taken during non-working hours.
- D. Receipts showing completion with a grade of "C" or better for standard graded/credited courses must be submitted for reimbursement within sixty (60) days of course completion.
- E. Employees who are actively at work while enrolled and attending a course but take a leave of absence prior to completion of the course and are able to complete the course, will be eligible for reimbursement if all other reimbursement criteria have been met.
- F. Reimbursement shall be forfeited if, prior to successful completion of the course, any of the following occurs:
  1. Voluntary or involuntary termination.
  2. Transfer to a short hour, temporary or on call status.
- G. The following expenses shall not be reimbursed:
  1. Transportation to and from the place of instruction, including parking.
  2. Costs of periodicals, equipment or any other expenses not directly associated with tuition, fees and required textbooks.
- H. In addition to standard graded/credited courses, the following types of courses are eligible for tuition reimbursement, if successfully completed:
  1. A course in which only grades of pass/fail are given.
  2. A non-credit course.
  3. A course which is audited.
- I. Upon receipt of receipts for allowed expenses and official confirmation of successful course completion, the Employer shall reimburse employees according to the following:
  1. Full-time employees with at least five (5) years of service prior to course enrollment will be reimbursed one hundred percent (100%) of the cost of tuition, fees and required

textbooks up to a maximum of \$2,000.00 per calendar year.

2. Full-time employees with less than five (5) years of service prior to course enrollment, shall be reimbursed eighty percent (80%) of the cost of tuition, fees and required textbooks, up to a maximum of \$1,600 per calendar year.
3. Part-time employees will receive tuition reimbursement for tuition, fees and required textbooks on a prorated basis as follows:

FTE	Up to Five Years Service (80% of cost up to)	Five Plus Years (100% of cost up to)
.6	\$ 960.00	\$1,200.00
.7	\$1,120.00	\$1,400.00
.8	\$1,280.00	\$1,600.00
.9	\$1,440.00	\$1,800.00

## **Section 4. Continuing Education Unit Programs**

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A regular employee with at least one (1) year of service as a regular employee shall be eligible to attend continuing education unit programs during working hours in accordance with the following:

- A. The program must be related to the attainment of continuing education units for maintenance of licensure, certification, or registration required by the Employer.
- B. The employee must submit a written request to attend the continuing education units' program at least one (1) month in advance of the program.
- C. Responsibility for authorization of continuing education unit programs shall rest with the Employer.
- D. Provided proper notice has been given, the Employer shall utilize its best efforts to grant the days requested. Further, subject to operational requirements, the employee shall receive a timely response to each request.
- E. Following one year of service, eligible employees may receive up to three (3) days off, without loss of scheduled pay, to attend CEU courses and up to \$300.00 towards allowable costs.
- F. Eligible employees shall be granted the previously listed maximum dollars each anniversary year for tuition, fees and books directly associated with the continuing education units' program. The annual expense allowance not used in the anniversary year earned shall not carry over to the next year.
- G. The employee must successfully complete the program as certified by an official report from the institution in which the program was taken.
- H. Pay for time spent in continuing education unit programs held during working hours shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have worked, had s/he worked his/her normal shift.
- I. Due to the fact that the Employer is currently not in a position to provide the necessary continuing education internally, **employees** will be permitted to maintain the current CEU

allowance for the term of this agreement. One-half of the CEU benefit may, with the consultation of the employee(s), be assigned by the supervisor for a class that management deems appropriate for the individual to attend. In the event that the Employer provides an internal program, the employee must attend the internal program prior to going to an external class.

## **Section 5. Training**

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- A. The Employer and the Union agree that training is primarily a responsibility of supervisors. Employees routinely involved in assisting supervisors to coordinate and carry out training typically include leads, training clerks and other employees with the responsibility to coordinate and direct the work of others; however, the Employer reserves the right to include training in other job classifications.
- B. Other employees assigned to train shall have their normal work assignment adjusted to accommodate the additional training responsibilities and shall not be reprimanded for any resulting reduction in quantity of work.
- C. In recognition of the joint commitment that the Union and the Employer share with respect to Affirmative Action, the parties agree, as deemed appropriate mutually by the Union and the Employer, to allocate certain bargaining unit positions annually to a formal on-the-job training program.

## **Section 6. Career Development**

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- A. Tuition Reimbursement may be used for career/job counseling and/or work skills assessment, not to exceed \$400.00.
- B. Labor/Management will identify intra-departmental career ladders and career development opportunities.
- C. The employer and union will jointly direct resources for training.
- D. Bid lids may be waived for career enhancement when no qualified bidders are available.
- E. Training programs may be developed for hard-to-fill positions.

# **ARTICLE 20: LEAVES OF ABSENCE**

## **Section 1. General**

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- A. Only regular and short-hour employees shall be eligible for consideration for a leave of absence, provided the employee meets the eligibility requirements for the particular leave requested.
- B. A leave of absence is defined as an unpaid absence from work of thirty (30) calendar days or more. Personal time off granted for more than five (5) consecutive days shall be considered an extended absence. Extended absences shall count toward the total leave period granted for medical disability, Workers' Compensation, and personal leaves of absence. Seniority, benefits, and service for tenure adjustments shall not accumulate during a leave of absence. However, seniority shall continue to accumulate during medical disability leaves of absence. Seniority, benefits, and service

for tenure adjustments shall continue to accumulate during Workers' Compensation leaves of absence.

- 1) Requests for leaves of absence shall be in writing with one (1) copy sent to the Human Resources Department **for approval**.
- C. Coverage of all insurance benefit plans in effect at the time the leave of absence begins shall be continued through the end of the month in which the leave of absence begins.
- D. Except as otherwise provided, regular employees may continue health care, dental and life insurance benefits during interim months of their leave of absence at their own expense. Benefit continuation payments are due to the Human Resources Department by the 15th of the month following the end of Employer-paid coverage, and for each subsequent month during the leave of absence period. If an employee neglects to pay the monthly payment by the 15th, **they** will be terminated from all benefit plans on the first day of the month in which the payment was not received, and **they** will be billed for any services received during this period.
- E. Coverage of health care, dental, life insurance and other benefits shall resume on the first day of the employee's return to work. An employee on personal leave of absence who returns to work after the 15th of the month shall pay a pro-rated portion of the premium for that month. An employee on a medical disability leave of absence shall not pay the premium payments for these benefits if returning to work any day during the month.
- F. In cases where an employee with less than five (5) years of service is granted a leave of absence for reasons of Medical Disability, Workers' Compensation or personal, the employee may be granted a maximum of two (2) leaves of absence during any twelve (12) month period, providing the total absences does not exceed six (6) months, including extended absences.
- G. An employee may combine a medical and/or personal leave of absence with an educational leave, provided the employee notifies the Employer at the onset of the medical or personal leave that the educational leave will immediately follow. In such instances, the employee will be forwarded and must sign a form waiving reinstatement rights under the medical or personal leave sections, and the maximum leave period for the combined leaves may not exceed two (2) years. The Employer will fill the vacant position when the employee begins the medical or personal leave. Upon return, the employee's reinstatement rights shall be in accord with the educational leave section.
- H. 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.
- I. No provision of this Article shall be deemed a waiver of any right or privilege an employee is entitled to under Federal, State or Local Law or regulations.
- J. All persons who replace 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.

## **Section 2. Family and Medical Leave Act**

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Absences for personal or family reasons, including caring for sick children, which meet the criteria of Family and Medical Leave absences will not be used for discipline, when such is precluded under the Family and Medical Leave Act.

## **Section 3. Medical Disability Leave of Absence**

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- A. Six (6) months of service is required to be eligible for a medical leave of absence with the exception of pregnancy which requires three (3) months of service. The employee must submit a written leave of absence request to **their** supervisor at least one (1) month prior to the commencement of the leave of absence, except when sudden illness or injury prohibits such notification. Further, the employee must submit to the Human Resources Department an Attending Physician's Statement from **their** physician certifying that s/he is disabled for the leave of absence period requested.
- B. In the determination of a medical disability leave of absence commencement and ending date, the Employer shall consider the Attending Physician's Statement and any factor(s) which affect the employee's ability to **perform their customary job duties safely and effectively.**
- C. At the beginning of the disability period, the employee must exhaust **their** sick leave account. Immediately thereafter, the employee may elect to use any earned vacation and/or float holidays prior to the beginning of a leave of absence. If the employee remains disabled following exhaustion of sick leave and use of optional vacation/float holidays, **they** may apply for short-term disability benefits.
- D. The duration of a medical disability leave of absence shall be that period during which the employee is certified as disabled by **their** physician up to a maximum of six (6) months for employees with less than five years of service, and twelve (12) months for employees with five (5) or more years of service. Vacation and sick leave benefits used in conjunction with a medical disability leave of absence shall not count toward the leave period unless the medical leave is followed by a personal leave for care of a newborn child (refer to the section on personal leaves). Disability insurance benefits used in conjunction with a medical disability leave shall count toward the leave period.
- E. For employees with at least two (2) years of service as a regular employee, health care coverage, in effect at the time the leave of absence begins, shall be continued at the Employer's expense for the duration of the Employer-approved medical disability leave period.
- F. Employees who request a medical disability leave of absence for pregnancy-related purposes, to be followed by a personal leave of absence to care for the newborn child, shall be considered as having requested one (1) leave of absence under this provision. The personal leave of absence must directly follow completion of the period of pregnancy-related disability. The duration of both leave periods may not exceed six (6) months, including any sick leave and/or vacation taken immediately prior to the medical disability leave.
- G. An employee shall, if feasible, provide **their** supervisor with at least three (3) weeks of written notice of intent to return from a medical disability leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- H. When an employee returns to work from an authorized medical disability leave of absence of six (6) months or less, provided that the Attending Physician releases **them** to duty, **they** shall be reinstated to the same position held prior to **their** leave of absence. If the employee is not able to perform **their** job, or has restrictions/limitations that can not be reasonably accommodated, or if work assignments have changed or been eliminated such that is not possible to reinstate the employee to **their** former position, the Employer shall reinstate **them** to a position in the facility that is as comparable to **their** original position that **they are** capable of performing as is

reasonable under the circumstances with no reduction in wage rate. Such rights to return shall be given preference in filling open jobs.

H. When an employee returns to work from an authorized medical disability leave of absence of more than six (6) months, providing that the Attending Physician releases **them** to duty, the employee will be reinstated to a position comparable to **their** original position that **they are** capable of performing as is reasonable under the circumstances, with no reduction in wage rate. If no comparable position exists, the employee will be placed in the nearest comparable position, as determined by the Employer, and for which the employee is qualified and capable of performing. The wage rate will be determined in accordance with Article 14 of this Agreement.

I. If a reduction in force has occurred in the facility during the leave, a more senior employee shall have the option to return to **their** former position, if available, or be reinstated to a comparable position as defined in paragraph H.

## **Section 4. Personal Leave of Absence**

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A. An employee must have at least six (6) months of service to be considered for a personal leave of absence.

B. The following situations shall normally be considered as reasons justifying an employee request for a personal leave of absence:

- 1) Illness, injury, or death in the employee's immediate family. For purposes of this Section, immediate family shall be defined as the employee's spouse, sister, brother, daughter/**step**, son/**step**, mother, mother-in-law, father, father-in-law, legal guardian, legal ward, **grandchildren**, and grandparents.
- 2) Adoption of a child immediately after placement of the child.
- 3) Caring for the employee's newborn child.

The Employer shall consider requests for a personal leave of absence for other situations of similar significance on an individual basis.

C. At the beginning of the leave period, the employee may elect to use any earned vacation or float holidays.

D. The duration of a personal leave of absence shall normally be a maximum of three (3) months. Vacation used in conjunction with a personal leave of absence shall count toward the three-month leave period. However, exceptions shall be made under the following circumstances:

- 1) When a personal leave of absence to care for the employee's newborn child directly follows a medical disability leave for pregnancy-related purposes, the duration of both leave periods shall not exceed six (6) months, including any sick leave and/or vacation taken prior to the medical disability leave.
- 2) With the written approval of the supervisor and the Human Resources Department, a personal leave of absence may be extended for an additional three (3) months, up to a maximum of six (6) months. An extension of a personal leave of absence associated with the care of a newborn or adopted child will be automatically granted provided the total absences do not exceed six (6) months.

- E. An employee is requested to provide **their** supervisor with at least three (3) weeks of written notice of intent to return from a personal leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- F. When an employee returns to work from an authorized personal leave of absence of three (3) months or less, **they** shall be reinstated to the same position held prior to **their** leave of absence.
- G. If an employee extends **their** personal leave of absence, as described in Paragraph D (2) of this Section, and if conditions have so changed in the facility that it is not reasonable to reinstate **them** to a position, the Employer shall reinstate **them** to a position that is as nearly comparable to **their** original position as is reasonable under the circumstances. However, a personal leave of absence to care for the employee's newborn child which directly follows a medical disability leave for pregnancy-related purposes, or a personal leave to care for an adopted child shall not be considered as an extension of the personal leave for purposes of reinstatement.

## **Section 5. Educational Leave of Absence**

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- A. An employee must have at least two (2) years of service prior to the leave of absence commencement date to be considered for an educational leave of absence.
- B. The employee must be an active student at an accredited College or University for at least nine (9) months per year or three-fourths (3/4) of the period for leaves less than one (1) year. Written documentation of attending school must be provided to the supervisor on a quarterly basis.
- C. The education must be related to the employee's current work assignment and/or potential for advancement within the Company.
- D. The duration of an educational leave of absence shall be a maximum of two (2) calendar years.
- E. An employee is requested to provide **their** supervisor with at least three (3) weeks of written notice of intent to return from an educational leave of absence. However, prior written notice of at least one (1) week shall be required as a condition of reinstatement.
- F. When an employee returns to work from an authorized educational leave of absence, **they** shall be reinstated to the same position held prior to the leave, if an opening exists at the time the leave terminates. If no opening exists, the employee shall be placed in the nearest comparable position, if an opening exists in such position. If no opening exists in either case, the employee shall be offered any other opening that does exist. If the employee refuses such open job, **they** shall be terminated.
- G. Employees returning from medical or personal leaves must work a minimum of twelve (12) months prior to requesting an educational leave.

## **Section 6. Military Leave**

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- A. An employee required to fulfill a military obligation within the Armed Forces, the Reserve of the Armed Forces or the National Guard of the United States shall, upon presentation of a copy of associated military orders to the Employer, be granted a military leave of absence.
- B. An eligible employee, as described above, shall receive any unfavorable difference between **their** regular straight-time rate of pay and any taxable earnings paid by the government for each day of

the military duty for a period not to exceed ten (10) workdays in any calendar year.

- C. The Employer shall accord to each employee who applies for reemployment, after conclusion of **their** military service, such re-employment rights as **they** shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.
- D. Parties shall agree to abide by the National Military Leave Policy.
- E. Employees on reserve duty may elect to use earned vacation time and receive vacation pay concurrent with such military duty, in addition to military pay as described in Paragraph B of this section.

## **Section 7. Workers' Compensation Leave**

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- 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. The employee must submit a written leave of absence request to **their** supervisor prior to the commencement of the leave of absence, except when sudden illness or injury prohibits such notification. Further, the employee must submit to the Human Resources Department an Attending Physician's Statement from his/her physician certifying that **they are** disabled for the leave of absence period requested.
- C. In the determination of a Workers' Compensation leave of absence commencement and ending date, the Employer shall consider the Attending Physician's Statement in determining the employee's ability to perform **their customary job duties safely and effectively**.
- D. At the beginning of the disability period, the Employer will integrate Employer-paid sick leave with Workers' Compensation payments (for example, one-third sick leave is charged per day) until the sick leave account is exhausted. Please refer to Article 18, Section 6 of this Agreement.
- E. The duration of a Workers' Compensation leave of absence shall be that period during which the employee is certified as disabled for a maximum of six (6) months for employees with less than five (5) years of service, and twelve (12) months for employees with five (5) years or more of service.
- F. For employees with at least one (1) year of service as a regular employee, health care coverage in effect at the time the Workers' Compensation leave of absence begins, shall be continued at the Employer's expense for the duration of the Employer approved Workers' Compensation leave period.
- G. When an employee returns to work from an authorized Workers' Compensation leave of absence of six (6) 47 months or less, provided that the Attending Physician releases him or her to duty, **they** shall be reinstated to the same position held prior to **their** leave of absence. If the employee is not able to perform **their** job, or has restrictions/limitations that can not be reasonably accommodated, or if work assignments have changed or been eliminated such that it is not possible to reinstate the employee to **their** former position, the Employer shall reinstate **them** to a position in the facility that is as comparable to **their** original position that is capable of performing as is reasonable under the circumstances with no reduction in wage rate. Such rights to return shall be given preference in filling open jobs.

When an employee returns to work from an authorized Workers' Compensation leave of absence of more than six (6) months, providing that the Attending Physician releases him/her to duty, the employee will be reinstated to a position comparable to **their** original position that **they are** capable of performing as is reasonable under the circumstances, with no reduction in wage rate. If no comparable position exists, the employee will be placed in the nearest comparable position, as determined by the Employer, and for which the employee is qualified and capable of performing. The wage rate will be determined in accordance with Article 14 of this Agreement.

H. An employee who has been terminated due to **their** inability to return to work following a Workers' Compensation leave of absence, shall retain previously accrued seniority as of that date, for a period of six (6) months. Such seniority may be utilized only for the purpose of bidding on vacancies for which **they are** qualified and capable of performing, and providing that the Attending Physician releases **them** to duty.

## ARTICLE 21: OTHER LEAVE BENEFITS

### Section 1. Jury Duty and Subpoenas

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A regular benefited employee who is required to report for jury service, or compelled to appear as a witness in a legal proceeding arising out of the scope of **their** employment, shall be excused from work, with pay, on a day **they** would otherwise have worked, under the following conditions:

- 1) The employee must present **their** supervisor with a copy of the jury summons/subpoenas and evidence of attendance.
- 2) The employee shall be required to notify **their** supervisor when **they are** excused from jury service and available for work.
- 3) A day-shift employee excused from jury service by 12:00 noon shall be required to report to work within one (1) hour after release from jury service, if greater than two (2) hours remain on their regular shift.
- 4) An evening-shift employee shall not be required to work **their** scheduled shift immediately following jury service. An evening-shift employee excused from jury service by 12:00 noon shall be required to work at least one-half (1/2) of his/her scheduled shift immediately following the jury service.
- 5) A night-shift employee shall not be required to work **their** scheduled shift immediately prior to jury service. A night-shift employee excused from jury service by 12:00 noon shall be required to work at least one-half (1/2) of **their** scheduled shift immediately following jury service.
- 6) Pay for jury duty shall be at the employee's regular straight-time rate of pay, including applicable shift premium, for the number of hours the employee would have received had **they** worked **their** normal shift that day. In the event the employee's normal shift fluctuates between payroll periods, jury duty pay shall be for the employee's assigned full-time equivalent (FTE) hours. There will be no offset to employees' pay nor collection of jury duty pay provided by the courts.
- 7) An employee will not be disciplined because of the need to respond to a subpoena when a

copy of such subpoena is provided to the Employee.

## Section 2. Bereavement Leave

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- A. When a death occurs in the immediate family of an employee, **they** shall be entitled to a time off up to three (3) days with pay for deaths in the area and two (2) additional days with pay for travel of 300 miles or more for a funeral or memorial service. Additional time off will not be unreasonably denied. An employee may use paid time off for such purposes.
- B. Immediate family is defined as:
  - Spouse/Domestic Partner
  - Parent/Step Parent/Parent in-Law/Step Parent In-Law/In Loco Parentis
  - Child/Step Child/Legal Ward/Foster Child/Adopted Child
  - Daughter/Step Daughter/Daughter in-Law/Step Daughter In Law
  - Son/Step Son/Son In-Law/Step Son In-Law
  - Sister/Step Sister/Sister In-Law/Step Sister In-Law
  - Brother/Step Brother/ Brother In-Law/Step Brother In-Law
  - Grandparent/Step Grandparent, **Grandparent-In-Law**
  - Grandchildren/Step Grandchildren, **Grandchildren-In-Law**
  - Relative living in same household
- C. If an employee is on paid time off and a death occurs in the immediate family, the employee may convert the paid time off to Bereavement Leave.
- D. The Employer will not unreasonably deny the employee time off to attend or arrange for the funeral or memorial service of a person who is close to them. The employee may take time off without pay or, at the employee's request, use earned or accrued paid time off for such purposes.
- E. Verification of death may be required.
- F. Pay for bereavement leave shall be at the employee's regular straight-time rate of pay, including applicable shift premium/differential. In the event the employee's norm shift fluctuates between payroll periods, bereavement leave pay shall be for the employee's assigned full time equivalent hours.

## ARTICLE 22: RETIREMENT BENEFITS

### Section 1: Pension Plan

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- A. The normal pension benefit formula of the Kaiser Permanente Colorado Pension Plan shall be 1.45% of average monthly compensation over the highest paid sixty (60) consecutive months from the last one hundred twenty (120) months of employment, multiplied by years of credited service. All other provisions of the Pension Plan shall remain in effect for the duration of this Agreement.
- B. The Employer assumes responsibility for maintaining compliance with all State and Federal laws regarding pension plans. Pension Plan changes solely for the purpose of ensuring compliance with these laws shall not constitute a reopening of this Agreement. The Employer shall keep the Union advised of any and all changes in the Pension Plan, including all actuarial studies and funding

changes.

C. Employees shall be one hundred percent (100%) vested for their pension benefit after five (5) years of service, as defined in the Pension Plan.

## **Section 2. Retired Health Care Coverage**

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A. Employees with at least fifteen (15) years of service who retire under the early, normal, or postponed provisions of the Kaiser Permanente Colorado Pension Plan shall receive Employer paid basic medical coverage subject to the following limitations and provisions:

B. Employees who retire under the disability provisions of the Kaiser Permanente Colorado Pension Plan shall receive Employer-paid basic medical coverage for the retiree, **their** spouse, and eligible dependents, subject to the following provisions:

- 1) Basic medical coverage will be provided once the retiree is eligible for disability benefits under Title II of the Social Security Act (and will continue for as long as the retiree is eligible for disability benefits under Title II of the Social Security Act), or until the retiree's death, whichever occurs first. If the retiree should become ineligible for Title II disability benefits, the Employer-paid medical coverage will cease at the end of the month in which the retiree became ineligible.
- 2) The Employer's contribution to medical care shall be limited to a maximum of \$150.00 per eligible person, per month, and the Medicare integration requirements shall be the same as described in paragraph A, 4.

## **Section 3. Tax Deferred Savings Plan**

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The Employer shall provide employees with a Tax Deferred Savings Plan (Tax Sheltered Annuity) as annually defined by the third-party carrier selected by the Employer.

## **Section 4. Defined Contribution Plan**

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Employees should refer to the National Agreement for this information.

# **ARTICLE 23: INSURANCE BENEFITS**

## **Section 1. General Information**

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- A. The employer provides a flexible benefits plan that enables benefit eligible employees to choose a variety of benefit options to best fit their individual needs.
- B. Effective the first of the month following their date of hire, benefit eligible employees will receive the funded level of KFHP Mid-Option Plan health care and supplemental medical coverage for themselves and their family, and individual life insurance coverage as outlined in National

Agreement, currently \$50,000, during the first 90 days of employment.

- C. All benefits selected under the flexible benefits plan will become effective the first of the month following 90 days of employment.
- D. 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 & supplemental medical coverage for self and family, and life insurance for employee as outlined in the National Agreement, currently \$50,000. In addition, any unused credits will not be returned to you.
- E. Please refer to your flexible benefits plan handbook, "Benefits by Design" for more specific information.
- F. 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.

## **Section 2. Basic Medical Coverage**

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- A. Through the flexible benefits plan, there are different levels of medical options to choose from. The medical coverage selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage, as defined by Kaiser Foundation Health Plan of Colorado (KFHP) will be for each regular benefit eligible employee and their eligible dependents.
- B. For purposes of this section, eligible dependents shall include unmarried, dependent children until the end of the month in which they turn 24 years of age. The dependent must contact the Human Resources Department within sixty (60) days of the loss of coverage if interested in continuation of group coverage.
- C. Employees must contact a Benefits Representative in Human Resources within thirty-one (31) days of an event to complete the necessary forms for additions, changes, or deletions to Health Plan coverage.

## **Section 3. Supplemental Medical Coverage**

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- A. Supplemental medical coverage is automatically included with your basic medical coverage and will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage, as defined by Kaiser Foundation Health Plan of Colorado (KFHP), will be the same as enrolled in basic medical coverage for each regular benefit eligible employee.
- B. You must have selected one of the basic medical coverage options through the flexible benefits program to receive supplemental coverage.
- C. This option is not included with the Point of Service (POS) option.

## **Section 4. Dental Plan**

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- A. Through the flexible benefits plan, there are different levels of dental options to choose from. The dental coverage selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage will be for each regular benefit eligible employee and their eligible dependents.

- B. For purposes of this section, eligible dependent children shall include unmarried children under nineteen (19) years of age or under twenty-four (24) years of age if they attend an educational institution on a full-time basis and dependent upon their parent(s) or legal guardian(s) for support. The dependent must contact the Human Resources Department within sixty (60) days of the loss of coverage if interested in continuation of group coverage.
- C. Employees must contact the Benefits Representative in Human Resources to complete the necessary forms (different from Health Plan) for additions or deletions to Dental Plan coverage within thirty-one (31) days of an event.

## **Section 5. Life Insurance and Accidental Death & Dismemberment Insurance**

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- A. Through the flexible benefits plans there are many coverage levels to choose from. The life insurance options selected will become effective the first of the month following 90 days of service as a benefit eligible employee. Coverage will be for each regular benefit eligible employee.
- B. During your initial flexible benefits selection, you may choose up to \$100,000 of life insurance coverage without providing evidence of insurability (EOI).
- C. Accidental Death & Dismemberment (AD&D) coverage provides additional income protection in case of an injury or death as a result of an accident. There are many coverage levels to choose from.

## **Section 6. Short Term Disability**

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- A. Through the flexible benefits plan there are options to choose from. The short-term disability (STD) coverage selected will become effective the first of the month following 90 days of service as a regular benefit eligible employee.
- B. Short-term disability insurance offers you protection during the first six months of a serious illness or injury. It pays benefits beginning on the eighth day of disability or after you have exhausted your available sick leave, whichever is later, provided you are certified as medically disabled.
- C. An employee may elect to use any earned vacation and/or float holidays prior to the beginning of a leave of absence. If the employee remains disabled following exhaustion of their sick leave and use of optional vacation/float holidays, **they** may apply for short-term disability benefits.

## **Section 7. Extended Income Protection**

---

- A. Through the flexible benefits plan the Extended Income Protection (EIP) coverage selected will become effective the first of the month following 90 days of service as a regular benefit eligible employee.
- B. EIP coverage provides you with income protection if you have exhausted your short term (if selected) disability benefits and are still medically disabled following twenty-six (26) weeks of an illness or injury. EIP benefits begin after you have exhausted your short-term disability (if selected) and you may receive EIP benefits for up to a maximum of 48 months or until you are no longer disabled.

## **Section 8. Maintenance of Benefits**

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The Employer agrees to maintain the existing co-pays and the level of health plan benefits as established

at the time of, and for the duration of this collective bargaining agreement, to include the Health Plan changes for 2006, effective January 1, 2006.

## **ARTICLE 24: OTHER PROVISIONS**

### **Section 1. Workload Distribution**

---

- A. It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for employee safety.
- B. When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker.

### **Section 2. Payday and Paychecks**

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- A. Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.
- B. Employees upon written request may direct automatic deposit of their paycheck to a bank or savings institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing automatic deposit shall receive a check stub or equivalent information each pay period indicating all payments made.
- C. Paycheck shortages shall be paid by no later than the end of the next business day upon request of the employee; otherwise, paycheck shortages shall be paid on the next pay period or per applicable law.

### **Section 3. Confidentiality of Records and Protected Health Information**

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

### **Section 4. Bulletin Boards**

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The Employer will provide adequate space at each facility for Posting Union Communications. In the event the Union demonstrates the need for a glass-enclosed, locked bulletin board, such shall be provided for the Union's use.

### **Section 5. Performance Evaluations**

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- A. Performance evaluations shall be based on objective and observable behaviors or activities as outlined in job descriptions. Performance evaluations are to be used as a teaching tool, provide an

opportunity for feedback, recognition, and identification of mutual areas of interest.

- B. Performance evaluations are not intended to be used as a means of discipline; therefore, the contents of such evaluations will not serve as a basis to deny transfer rights or promotions. Employees shall be provided performance evaluations annually and given a written copy of the performance evaluation document. Employees shall sign and date such material only as proof of receipt.
- C. Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee's personnel file.
- D. Performance evaluations shall not be grievable.

## **Section 6. Personnel Files**

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- A. Employees promoted shall be given a written record of the promotion, including the effective date thereof and the rate of pay.
- B. Employees, by appointment and without pay, shall be allowed to view their personnel file and all data therein, except for confidential pre-employment references which are subject to the Employer's approval.
- C. Official personnel files will be maintained in the Personnel Department. Decisions involving determination of an employee's merit will be based upon information contained in the official personnel file.
- D. An employee shall be informed of any Plan, or any Disciplinary Notice placed in **their** personnel file and shall be provided with a copy of such Plan or 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.
- E. Employees shall be periodically permitted to review the department file, which is maintained by the supervisor, and permitted to submit explanatory remarks regarding any contents.

## **Section 7. Volunteers and Special Programs**

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- A. The volunteer's role in the facilities is to provide services to patients that may not otherwise be offered.
- B. The Employer agrees that programs such as volunteer programs and summer youth programs shall not be utilized to displace bargaining unit employees or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce their hours of work.
- C. The Employer shall notify the Union upon commencement of volunteer programs and summer youth programs of the number of participants, their classification, work location, hours of work per week, and the duration of the program.

## **Section 8. Mileage Reimbursement**

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- A. Employees required to use their personal automobile for employer business will be reimbursed according to the Employer's current policy on mileage reimbursement.
- B. An employee's automobile shall be used only at the request of the employee's supervisor and with

the employee's approval.

- C. Employee vehicles shall not be used to transport patients under any circumstances.
- D. It is understood that an employee's personal automobile is not insured by the Company, and the Company is not liable for claims arising out of operation of employee automobiles.
- E. Mileage reimbursement shall not be provided to employees for their customary drive to and from work. For an employee regularly assigned to work at more than one facility, the customary drive to and from work shall refer to the distance between home and the facility to which the employee is normally assigned. Mileage reimbursement shall be paid for any difference between the employee's customary drive to and from work and his/her drive to another facility, as assigned by the supervisor.

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## **Section 9. Distant Travelers Premium**

**The company will pay a premium differential of seventy-five (\$75) dollars for the shift if an employee is required to drive greater than 100 miles total, from the employee's home clinic. The time for the commute, defined as the customary drive to and from work, will not be counted as hours worked or calculated as mileage for any purpose. This does not modify any other portion of the Collective Bargaining Agreement.**

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## **Section 10. Dependent Care Expenses**

The Employer shall continue to offer a salary redirection plan consistent with Federal regulations, to assist employees with dependent care expenses.

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## **Section 11. Health & Safety**

- A. It is the responsibility of the Employer to provide a safe working environment and to take reasonable measures to assure healthful working conditions free from recognized hazards.
- B. In the event that working conditions do not meet the aforementioned standards (including but not limited to construction, fumes, extreme temperatures, ergonomics issues, patient handling concerns, infectious diseases, and workplace design), the Employer agrees to meet with the Union and the affected employee(s) to discuss how to mitigate risks. If the risk(s) is unable to be mitigated, the Employer can reassign the employees to a different work area or assign different job tasks that will avoid the potentially unsafe work conditions.

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## **Section 12. Employee Resignation**

Employees resigning from the company will provide at least two (2) weeks' notice in order to be considered eligible for rehire. In instances where less than two weeks' notice is given, eligibility for rehire is left to the discretion of the supervisor.

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## **Section 13. Conscientious Objection**

The Employer and the Union recognize the rights of individuals to refuse to participate directly in

therapeutic abortion procedures. Employees who wish to exercise those rights shall submit their written request to the Employer. The Employer shall honor such requests by making reasonable accommodation, except in an emergency situation, where the immediate nature of the patient's needs and rights shall take precedence over exercise of the employee's rights.

## **ARTICLE 25: RESOLUTION, CORRECTIVE ACTION, AND DISCHARGE**

### **Section 1. General**

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- A. Any non-probationary employee who believes that **they have** been disciplined without good and sufficient cause shall have the right to appeal such discipline in accordance with the grievance and arbitration procedure.
- B. No employee will be reassigned due to job performance problems without good reason.

### **Section 2. Overview**

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Any and all matters of controversy, dispute, or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be examined and resolved by this Resolution/Grievance Procedure. All parties are encouraged to use Section 3, Resolution Procedure. Any matters involving disciplinary action may go directly to Article 26, the Grievance and Arbitration Procedure.

Throughout the Resolution/Grievance Procedure the employee has the right to request Union representation.

### **Section 3. Resolution Procedure**

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- A. If the concern is generated from the employee to the Union Steward or Representative, the Union shall notify the supervisor. If the concern is generated by the supervisor or by the employee to the supervisor, the supervisor shall notify the Union Steward or Representative about the need for a meeting.
- B. The Employer and the Union agree to attempt resolution through informal discussion so that the submission of a written grievance may not be necessary. The dialogue shall focus on resolving the issue to the satisfaction of all parties on an informal, amicable basis. Facts surrounding the issue(s) shall be presented, reviewed, and options discussed. Issue(s) must be addressed within a reasonable period of time.

### **Section 4. Performance Improvement Steps**

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See Corrective Action of the National Agreement.

### **Section 5. Discipline and Discharge**

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- A. 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(s) for the discharge.

- B. Supervisors shall ask employees if they wish the presence of a Union Steward and/or Union Representative in any meeting or investigation that may result in discipline. The selection of a Union Representative shall not unduly delay the proceeding.
- C. It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.
- D. In the event the Employer disciplines or discharges an employee, the Employer will, at the request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statement used by the Employer as a basis for the disciplinary action.
- E. Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions and shall have that response attached to the relevant material.
- F. Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of issuance except where there are other materials of the same or related nature. It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify further disciplinary action.

## **Section 6. Termination Pay**

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When an employee is voluntarily or involuntarily separated from employment, the employee will be paid all monies owed pursuant to applicable bargaining agreements, state or federal laws.

# **ARTICLE 26: GRIEVANCE AND ARBITRATION PROCEDURE**

## **Section 1. General Principles**

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- A. **Basic Means of Settling Grievances:** The following procedure shall be applied and relied upon by both parties as the basic means of seeking adjustment of and settling grievances. Grievance, as referred to in this Article, includes every dispute concerning interpretation and application of this contract and/or any dispute concerning wages, hours, or working conditions. All such disputes shall be subject to the grievance procedure.
- B. **Time Limits:** Except for grievances alleging errors in wages, benefits errors, or discharge, each grievance arising under this Agreement shall be presented to the appropriate party within thirty (30) calendar days after the grievant had knowledge of the event or should have had knowledge of the event. All discharge grievances shall be referred immediately to Step Two of this procedure within ten (10) calendar days from the date of the discharge. Any grievance not timely filed is deemed waived by the aggrieved party. Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. Both parties agree, however, to make their best effort to abide by the time limits outlined in this Agreement. In the event the Union fails to appeal a grievance in a timely manner, the Union may request an extension and the Employer shall grant such extension. If the Employer fails to respond to the grievance within the time limits specified, the grievance may be appealed to the next

step of the grievance procedure by the Union.

- C. **Mandatory Meetings:** There shall be a mandatory meeting at each step of the grievance procedure unless waived by mutual agreement of the parties. Employees participating in such meetings shall not suffer any reduction in pay due to their participation.
- D. **Written Grievance Documents:** All grievances, grievance appeals, grievance responses, requests for extensions of the time limits and agreements to extend time limits will be given in writing.
- E. **Non Precedent-Setting Settlements:** Grievance settlements or resolutions reached at Step One or Two of the grievance procedure shall not be precedent-setting for any purpose and shall not be used to interpret the language or associated practices of the agreement.
- F. **Good Faith Efforts to Resolve Issues:** The goal of the parties is to achieve early and prompt resolution of issues and disputes through informal and formal interest-based discussions between the steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in this Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.
- G. **Union Staff Representatives:** Union staff representatives may participate at any level of the grievance procedure.
- H. **Necessary and/or Relevant Information:** The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely, good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.

## Section 2. Steps of the Grievance and Arbitration Procedure

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- A. **Step One:** Step One of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.

The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor. Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels that further work at this step will not resolve the issue. Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant(s) and the Union Steward within ten (10) calendar days. Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union steward.

- B. **Step Two:** All issues that are not resolved at Step One may be appealed to Step Two within ten (10) calendar days. An appeal to Step Two shall be submitted in writing as formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within ten (10) calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter. Grievances regarding discharge must be initiated at

Step Two within ten (10) calendar days after the action. In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration Procedure. Participants in step two should include the employee(s), the union steward, the supervisor, and the human resources representative.

- C. **Step Three:** All grievances that are not resolved at Step Two may be appealed to Step Three within ten (10) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Within ten (10) calendar days of the receipt of such appeal a meeting shall be held including the parties' designees, union Steward and grievant(s). Within ten (10) calendar days after such meeting, the Employer's designee shall respond to the Union staff representative and other meeting participants in writing.
- D. **Step Four – Arbitration:** In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or Designee within ten (10) calendar days after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.
- E. **Selection of Arbitrator:** An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.
- F. **Authority of Arbitrator:** The arbitrator shall be prohibited from adding to, modifying or subtracting from the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new wage rate. However, grievances involving reclassification and upgrade are within the scope of the grievance procedure and are within the jurisdiction and powers of the arbitrator; the decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule. The award of the arbitrator shall be final and binding on both parties.
- G. **Cost of Arbitration:** Each party shall pay one-half (1/2) the cost of the arbitration proceedings which include but are not limited to the cost of the arbitrator, court reporter and transcript for the arbitrator, if mutually agreed to as necessary, conference room costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

### **Section 3. Grievances Associated with The Master Agreement**

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The parties agree that they will use their best efforts to identify any grievance that may involve interpretation or application of the Master Agreement, or practices relating to the provisions of the Master Agreement, before such a grievance is appealed to Step 3, and this shall be noted in either the Step 2 response or the appeal to Step 3. If such a grievance is resolved at Step 3, it shall be resolved at the local bargaining unit level on either a non-precedent setting basis or as a precedent applicable to that bargaining unit only, unless otherwise agreed to by all parties to the Master Agreement. The parties will identify three (3) permanent arbitrators who shall be the only arbitrators who may be selected to hear grievances involving the Master Agreement. At the time an arbitrator is selected to hear a specific case, the parties will inform the arbitrator whether they wish the arbitrator to issue a precedent-setting decision, a non-precedent-setting decision, or to decide whether a decision will be precedent-setting as

one of the issues in the case.

## **ARTICLE 27: DURATION AND RENEWAL OF AGREEMENT**

### **Section 1. Duration of Agreement**

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- A. This Agreement shall become effective October 1, 2023, and shall continue in effect until 11:59 pm, September 30, 2027. It shall continue from year to year thereafter unless amended, modified, changed, or terminated.
- B. Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.
- C. Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

### **Section 2. Renewal of Agreement**

---

This Agreement shall be automatically renewed from year to year thereafter unless either party serves upon the other at least ninety (90) calendar days of prior written notice of a desire to modify or terminate this Agreement. If such notice to modify or terminate is served on a timely basis, negotiations shall commence between the parties promptly after receipt thereof.

**Kaiser Permanente SEIU  
Colorado Region**

**Memorandum of Agreement**

The Agreement between Kaiser Foundation Health Plan of Colorado and Colorado Permanente Medical Group, P.C. and SEIU, Local 105, 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 September 30, 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.

For the Union  
SEIU, Local 105

Ron Ruggiero, President

Stephen Cousins  
Health Care Director

Shelly Fowlkes  
Secretary Treasurer, Executive Board

For the Employer  
Kaiser Foundation Health Plan of  
Colorado and Colorado Permanente  
Medical Group, P.C.

Roland Lyon, President

Margaret Ferguson, M.D.  
Executive Medical Director

Jerry Hartbarger  
Vice President Human Resources

Kent Enwright  
Senior Manager of Labor Relations

## Kaiser Permanente – SEIU Colorado Region

October 1, 2010

CHILD CARE

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

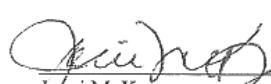
The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Child Care, and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the Agreement.

The Union and the Employer recognize the value of having affordable back-up child care for the children of Kaiser Permanente employees. Working parents occasionally face situations where child care arrangements fail, schools are closed, or children are mildly ill.

When these or similar situations arise, Second String child care is currently available to Kaiser Permanente employees. In addition, a current list of licensed day-care providers offering discounts to Kaiser Permanente employees is available for review from the Benefits Representatives in Human Resources. If additional licensed day-care providers offering discounts are identified, the Benefits Representative should be contacted so additional resources can be added to the list. The Employer will periodically communicate that new resources have been added.

In the interest of operational needs and improving the attendance of employees, a Labor-Management Partnership (LMP) task force will be established to explore the possibility of expanding affordable back-up child care options. The LMP task force shall consist of one member from each of the following constituents: Local 105, CPMG, Management and Human Resources. An offer will be made to add a UFCW Local 7 representative. Should UFCW Local 7 choose not to participate, an additional SEIU Local 105 member will be added. This LMP task force recommendation(s) will be completed within 12 months after the contract goes into effect.

For the Company:

  
Jacci McKenna  
Senior Director of Human Resources

For the Union:

  
Keisha Stewart  
Deputy Trustee SEIU Local 105

**Kaiser Permanente – SEIU  
Colorado Region**

October 1, 2010

FMLA VACATION

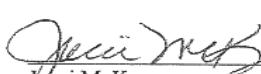
Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to FMLA vacation, and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the agreement.

Employees will not be required to use vacation or flexible personal hours at the beginning of FMLA leave for family illness.

For the Company:

 10-14-12  
Jacci McKenna Date  
Senior Director of Human Resources

For the Union:

 10-18-12  
Keisha Stewart Date  
Deputy Trustee SEIU Local 105

## Kaiser Permanente – SEIU Colorado Region

October 1, 2010

JOINT CODING EDUCATION COMMITTEE

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Joint Coding Education Committee (JCEC), and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the agreement.

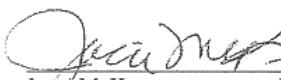
In the interest of developing coding professionals and promoting coding training which enhances retention opportunities, career progression and employee development, the Union and the Employer agree to establish a Joint Coding Education Committee. The purpose of this Committee is to explore options that provide opportunities to acquire skills and experience as necessary to enter and/or progress through the Coding Career Ladder and provide recommendations to the Colorado Regional Workforce Planning Committee.

The Committee will explore, but not be limited to, the following options:

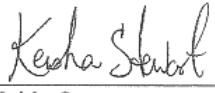
- Internship programs
- Work site training opportunities
- Skills development
- Educational job tools

The Committee shall consist of two (2) representatives from the Union and two (2) representatives from the Management. At least one of these representatives will be from the Colorado Regional Workforce Planning Committee. The Committee shall commence within 30 days after ratification of this contract.

For the Company:

10-1-12  
Jacqui McKenna      Date  
Senior Director of Human Resources

For the Union:

10-18-12  
Keisha Stewart      Date  
Deputy Trustee SEIU Local 105

## Kaiser Permanente – SEIU Colorado Region

October 1, 2010

JOINT CODING WORKPLACE COMMITTEE

Keisha Stewart  
Deputy Trustee  
S.E.I.U., Local 105

Dear Ms. Stewart:

The purpose of this letter is to set forth the understanding reached during current contract negotiations with respect to Joint Coding Workplace Committee (JCWC), and is to run concurrently with the Agreement, effective October 1, 2005 through the expiration of the agreement.

In the interest of creating and maintaining an environment which promotes retention within the Coding Department, the Union and Employer agree to establish a Joint Coding Workplace Committee. The purpose of this Committee is to explore options that will make the Coding Department an attractive place to work.

The Committee will explore, but not be limited to the following options:

- Morale enhancement
- Work from home
- Flexible scheduling
- Partnering with Physicians

The Committee shall consist of two (2) representatives from the Union and two (2) representatives from Management. This Committee shall commence within sixty (60) days after ratification of this contract.

For the Company:

  
Jacci McKenna 10-1-12  
Senior Director of Human Resources

For the Union:

  
Keisha Stewart 10-18-12  
Deputy Trustee SEIU Local 105



## KAISER PERMANETE

The purpose of this letter is to *set* forth the understanding reached in discussions with Management and Labor, (SEIU Local 105) to run concurrently with the Agreement, effective October 1, 2012 through the expiration of the Agreement.

In the interest of providing imaging technologist employees within Kaiser first exposure to benefitted employment opportunities within the Imaging department, management will post all vacant benefitted imaging technologist positions within departments and locations where there are technologists, performing imaging services for three days prior to posting to the KPCO job board.

The departments and locations in which technologists currently perform imaging services currently include:

Medical Imaging - all locations;  
Orthopedics – Franklin, Lone Tree, Rock Creek, and Yosemite;  
Anesthesiology - Franklin & Rock Creek;  
Perinatology - Franklin;  
Cardiology – Franklin and  
Minor Surgery - Franklin.

The parties understand that the above list is not intended to be exhaustive and may expand or shrink if imaging services are modified in the region.

In entering into, this Letter of Understanding, the parties agree that this agreement applies only to imagine technologist positions.

For the Union  
SEIU Local 105

Stephen Cousins  
Healthcare Division Director, SEIU 105

\_\_\_\_\_  
Date

For the Company  
Kaise ariente

Jenifer Lowe  
Human Resources Business Partner

11/15/tS  
\_\_\_\_\_  
Date

*Donald E. Rueschhoff*  
Donald Rueschhoff  
Regional Administrator Medical Imaging

11-16-15  
\_\_\_\_\_  
Date



### Agreement

This Agreement is entered into by between, Kaiser Foundation Health Plan of Colorado, Inc. ("Kaiser" or "Employer"), and the Union, Service Employees International Union, Local 105 ("Local 105") (collectively, the "Parties").

The Parties hereby recite and agree as follows regarding Career Progression for Ophthalmic Personnel:

1. A copy of newly obtained certifications for the Ophthalmic Assistants and Ophthalmic Technicians will be sent to the compensation team and Union in order to verify the employee qualifies for the new position.
2. All Certifications for the Ophthalmic Technicians/Assistants will be stored with compensation team.
3. The compensation team will send a copy of the certification to SEIU L105 for their records.
4. Below is the Career path that an employee can move providing they meet the qualifications:
  - A. Uncertified Ophthalmic Assistant (01223) can move to Certified Ophthalmic Assistant (00888)
  - B. Uncertified Ophthalmic Technician (00621) can move to Certified Ophthalmic Technician (00591)
  - C. Certified Ophthalmic Assistant (00888) can move to Certified Ophthalmic Technician (00591)
5. If the employee qualifies for the career progression, they should be moved into the new position, regardless of their current location.
6. Once an employee has provided documentation for certification, they shall be moved into the certified position, whether there is a vacancy or not.
7. These moves can be done on an HRAR, no postings are required.

This Agreement is without precedent and without any admission or concession by any party as to the merits of any of the issues involved in any grievance. Moreover, this Agreement will not be used in any arbitration or legal proceeding, except to enforce its terms.

 8/14/18

 07/20/2018

Letter of Understanding  
Between  
Kaiser Foundation Health Plan of Colorado and  
Colorado Permanente Medical Group, P.C. ("the Company")  
And  
Service Employees International Union, SEIU Local 105 ("the Union")

Non-Precedent-Setting. The parties enter this agreement on a non-precedent-setting basis in its entirety and modifies the collective bargaining agreement only as to the creation of twelve-hour shifts for Surgical First Assistants.

Background and Agreement. The employer has begun the process of transforming how it does business which has led to the decision to internalize more surgeries. In order to meet the stated need of the employer to do so, the parties agree to the following:

1) 12-Hour Shifts

- a. Effective upon ratification of the agreement, the employer can implement 12-hour shifts with Surgical First Assistants.
- b. Shifts will be from 700 AM to 730 PM unless modified under the relevant provisions of the collective bargaining agreement; and
- c. This does not mean 12-hour shifts shall be exclusive and ten-hour shifts may be an option. Management will meet and consult with the union about the mix of shifts and the process to fill them prior to implementation.

2) Effect of Implementation

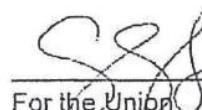
- a. The pager standby pay shall increase by \$3.00 to \$5.50 for non-holidays, and shall increase by \$3.00 to \$6.00 on holidays, effective 1/1/20.
- b. The weekday evening, the weekday night and the weekend day differential shall increase by 0.25, bringing the differentials to \$2.15 for weekday evening, \$2.75 for weekday night, and \$1.40 for weekend days.
- c. Holiday Holiday pay shall be paid as outlined in Article 16 of the collective bargaining agreement except each employee shall receive 12-hours of holiday pay.

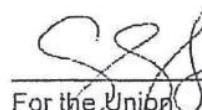
3) Accruals

- a. For purposes of accruals (sick, vacation) employees shall be treated as a 1.0 FTE even though they will be working .9 FTE; however,
- b. This provision shall not apply if the employee bids out to another position.

For the Company

Date

  
For the Union

  
9.27.19

Date

Surgical Technicians

Letter of Understanding

Between

Kaiser Foundation Health Plan of Colorado and  
Colorado Permanente Medical Group, P.C. ("the Company")

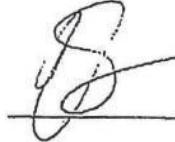
And

Service Employees International Union, SEIU Local 105  
("the Union")

Non-Precedent-Setting. The parties enter into this Agreement on a non-precedential basis.

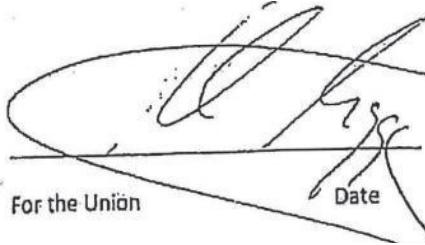
Background and Agreement. The Company has begun the process of transforming how it does business, which has led to the internalization of surgeries at KASC and the need for twelve (12) hour schedules for the Surgical Technicians. As such, the parties agree:

- 1) Effective Date: Effective March 4, 2019, shifts for Surgical Technicians shall be 12-hours, under the 30- or 45-minute lunch profiles, including 3-15-minute breaks. This shall not apply to Leontyne Dixon, who shall remain at her current shift.
- 2) FTE: Employees FTE shall be 0.9 but for purposes of accruals (such as vacation and sick leave) shall accrue at the rate of 1.0.
- 3-) Overtime: Employees shall be paid at the rate of time-and-one-half (1.5-) their straight hourly rate of pay for all hours worked in excess of twelve (12-) hours in-a day or forty (40) hours in a week.
- 4) Holiday Pay:
  - a. If a recognized holiday National falls on a normally scheduled workday-and the employee is scheduled off because of the holiday the pay for such holiday shall be for the number of hours at the straight-time rate of pay as the employee would have received had he/she worked (12 hours), including applicable shift premiums:
  - b. If the recognized National holiday falls on a day other than a normally scheduled workday, the employee shall receive additional pay equal to their FTE (12 hours).
- 5) Pay: As a result of a market study, the rate of pay for Surgical Technicians shall increase by 15% effective March 4, 2019.
  - a. Employees shall be entitled to retroactive pay from March 4, 2019, to date of actual implementation.
  - b. The parties agree to re-open this agreement to review the issue of wages on or about March 2, 2020, but complete any discussion by April 30, 2020.
- 6) All current employees shall be entitled to a retention bonus of \$2500 on the below, if such employee is still employed by the Company:
  - a. December 20, 2019; and
  - b. December 18, 2020.

  
For the Company

Date

2/19/19

  
For the Union  
Date  
2/19/19

**Letter of Understanding**  
**Between**  
**Kaiser Foundation Health Plan of Colorado ("the Company")**  
**And**  
**Service Employees International Union**  
**("the Union or Local 105")**

This LOU applies to Article 8. Days and Hours of employment of the SEU Local 105 Collective Bargaining Agreement.

Staffing resources/ratio will be reviewed and shared by the employer with the designated Union Representative at the beginning of each month in order to ensure critical staffing needs are met. Should there be a gap in critical staffing, the employer may shift resources between departments and locations within a 30-mile radius one way.

Critical staffing is defined as when Health Plan staffing levels interferes with the core function of a clinic, where there is an impact to the quality of patient care and/or when services and procedures are impacted drastically. For example, if a clinic is understaffed and any, one (1) support staff will be supporting 2-3 providers for more than  $\frac{3}{4}$  of their shift.

The employer will use the following process in numerical order:

- 1) Exhaust Float Pool. The company shall continue to utilize the float pool departments, and the flex staffing process may be utilized to fill shifts that the float pool is unable to cover.
- 2) Exhaust short hour, KP temporary and on-call.
- 3) Reach out to other departments within the facility/MOB ask for qualified volunteers.
- 4) Reach out to other departments outside facility/MOB ask for qualified volunteers.
- 5) If no volunteers, then assign by reverse seniority of qualified employees in the department, facility/MOB and then region.

For purposes of this section a campus will be considered one MOB. For example, Skyline and Franklin MOBs.

For purposes of this section only:

1. No employee shall be required to travel more than 30 miles (one way).
2. Things such as childcare, elder care or other similar circumstances shall be taken into consideration prior to assignment.
3. Employee should not be required to work a different shift unless two (2) weeks' notice is given. Where two (2) weeks' notice is given the employer will make every effort to ensure that the employee maintains their current shift for this assignment.
4. In emergency cases or same day call out or an employee has to change their shift, such employee shall receive the float pool premium per hour for every hour spent in flex status including travel time. \*

The Company recognizes that as staff members are flexed to support areas where they do not normally work, the Company will utilize their basic skill sets based on their role and do not expect them to have the same expertise and specialized skills of the core team members in the department which they flex to. Managers should consider how to best utilize the basic skill sets of staff members based on basic skill expectations of their role in

order to best support the team and our members. At no point will the company require an employee to work outside of their scope, require employees to perform duties prohibited by a written agreement between the employer and union or perform job duties for which the employee has not been previously or adequately trained. Such assigned work should be "like to like" (for example, rooming a member).

\*Employee who are required to flex will be paid mileage and the float pool premium for the hours worked in this capacity.

Upon implementation of this process, the float premium shall be paid in accordance with Article 15. Section 6 of the SEIU Local 105 Collective Bargaining Agreement.

After ratification the parties shall meet to discuss implementation and how the information will be shared by department. Further, if after implementation, concerns arise over the use of flex time, the parties will meet and confer to solve any issues first at Executive Director or designee level. If not resolved satisfactorily at that level, it can be escalated to the Care Delivery Operations – Local 105 Partnership Meeting.

Term of Agreement: This LOU will be re-evaluated in one year (upon ratification) and re-signed on an annual basis upon mutual agreement.

Janet Hobbs

09/15/2023

Mark C. Stotik

Kaiser Permanente

Date 09/15/2023

SEIU Local 105

Date

Tentative Agreement  
09152023

All adjustments, differentials and premiums shall be effective the first full pay period that begins 120 days after ratification.

Priority Job Wage Adjustments:

Additional wage adjustment of 2.5% across all steps to the following Local 105 positions:

1. Licensed Practical Nurse
2. Medical Assistant
3. Radiologic Tech/Mammographer
4. Interventional Mammographer

Differentials & Premiums:

The relevant provisions of the agreement shall be updated to reflect the below. This does not change any portion of the agreement unless the parties explicitly agreed.

Differential	Agreement
Shift Premium (Evening)	\$2.75
Shift Premium (Night)	\$4.00
Weekend Premium	\$2.00
Premium in Lieu of Benefits	\$2.00
Float Premium	\$1.85
Translation and Sign Language	\$1.10
Work In a Higher Classification (Schedule A) Maximum of \$3.45 for three (3) grades or more.	\$1.15

Work In a Higher Classification (Schedule B or C)	\$2.05
Work In a Higher Classification (Schedule A employees working in B or C)	\$2.20
Stand-By Pay	\$6.00
Stand-By Pay (Recognized Holiday)	\$6.50
Float Pool (Same day assignment for up to two(2) hours)	\$3.00
Float Pool (Same day assignment for up to two(2) hours) Recognized Holidays	\$3.50
Distant Traveler Premium (new to agreement).	\$75



SEIU Local 105 Date 09/15/2023




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Kaiser Permanente Date 09152023

Salary Grade	Effective Date	Start Step 1	1 Year Step 2	2 Year Step 3	3 Year Step 4	4 Year Step 5	5 Year Step 6	10 Year Step 7	15 Year Step 8	Job Titles			
<b>Schedule A</b>													
C05-003	10/02/2022	17.18	17.82	18.52	19.40	20.28	21.22	22.32	23.27	Patient Transporter			
C05-003	10/01/2023	18.22	18.90	19.64	20.57	21.51	22.50	23.67	24.68	Surgical Housekeeper			
C05-003	5/26/2024	21.00	21.78	22.64	23.71	24.79	25.93	27.28	28.45				
C05-003	10/13/2024	22.06	22.88	23.78	24.90	26.04	27.24	28.66	29.68				
C05-003	10/01/2025	23.17	24.03	24.98	26.15	27.35	28.61	30.10	31.38				
C05-003	10/01/2026	24.34	25.24	26.24	27.47	28.73	30.05	31.61	32.96				
C05-004	10/02/2022	18.17	18.87	19.67	20.65	21.55	22.48	23.61	24.68	Mail Clerk			
C05-004	10/01/2023	19.27	20.01	20.86	21.90	22.85	23.84	25.04	26.17	Instrument Tech, Trainee			
C05-004	5/26/2024	21.00	21.81	22.73	23.87	24.90	25.98	27.29	28.52				
C05-004	10/13/2024	22.06	22.91	23.88	25.07	26.16	27.29	28.66	29.96				
C05-004	10/01/2025	23.17	24.06	25.08	26.33	27.48	28.66	30.10	31.47				
C05-004	10/01/2026	24.34	25.27	26.34	27.66	28.86	30.10	31.61	33.05				
C05-005	10/02/2022	19.21	19.95	20.78	21.83	22.80	23.85	25.02	26.12	Cytology/Histology Aide			
C05-005	10/01/2023	20.37	21.16	22.04	23.15	24.18	25.29	26.53	27.70	Pharmacy Clerk			
C05-005	5/26/2024	21.00	21.82	22.72	23.87	24.93	26.07	27.35	28.56	Medical Center Transportation Clerk			
C05-005	10/13/2024	22.06	22.92	23.87	25.07	26.18	27.38	28.73	29.99	Pharmacy Tech Apprentice			
C05-005	12/22/2024	22.51	23.39	24.35	25.58	26.71	27.93	29.31	30.60	Pharmacy Tech Apprentice Ext			
C05-005	10/01/2025	23.64	24.57	25.58	26.87	27.73	29.05	30.78	32.14				
C05-005	10/01/2026	24.83	25.81	26.87	28.22	29.46	30.82	32.33	33.76				
C05-006	10/02/2022	20.29	21.01	21.96	23.08	24.13	25.21	26.40	27.58	Forms Processing Clerk	Courier		
C05-006	10/01/2023	21.52	22.28	23.29	24.48	25.59	26.73	27.99	29.25	Physical Therapy Aide	Clerk, Document Preparation		
C05-006	10/13/2024	22.61	23.40	24.46	25.71	26.88	28.08	29.40	30.72	Ward Clerk	Desk Top Medicine Clerk		
C05-006	12/22/2024	23.38	24.29	25.31	26.57	27.73	28.93	30.38	31.75	Instrument Technician I	Clinical Contact Center Representative		
C05-006	10/01/2025	24.56	25.51	26.58	27.91	29.13	30.39	31.91	33.35	Release Imaging Cntr Clerk	Cytology Lab Asst		
C05-006	10/01/2026	25.80	26.79	27.92	29.31	30.60	31.92	33.51	35.03	Sales Support Spec			
C05-007	10/02/2022	21.47	22.35	23.23	24.42	25.57	26.68	27.99	29.26	Medical Records Spec	Data Integrity Assistant	Patient Registration Associate	
C05-007	10/01/2023	22.77	23.70	24.63	25.90	27.11	28.29	29.68	31.03	Radiology Film Loder	Dispatcher	BH Outpatient Clinic Associate	
C05-007	10/13/2024	23.92	24.89	25.87	27.20	28.47	29.71	31.17	32.59	Release of Information Clerk	Record Integration Assistant		
C05-007	10/01/2025	25.13	26.14	27.17	28.57	29.90	31.21	32.74	34.23	Medical Imaging Resrch Rep	Pathology Support Clerk		
C05-007	10/01/2026	26.40	27.46	28.54	30.01	31.40	32.78	34.39	35.95	Claims Intake Data Entry Proc	Respiratory Equipment Tech		
C05-008	10/02/2022	22.75	23.62	24.57	25.80	26.94	28.16	29.64	30.90	Lead Courier	Claims Auto Support Clerk	Accounts Payable Clerk	Record Integration Asst II
C05-008	10/01/2023	24.13	25.05	26.05	27.38	28.57	29.86	31.43	32.76	Claims & Referral Processor I	PBS Biller I	Accounting Clerk II	Medicare Part D Reimbursement Process
C05-008	10/13/2024	25.35	26.31	27.38	28.74	30.01	31.36	33.01	34.41	Performance Evaluato	Business Support Analyst I	Department Assistant	Jr Cntrcl Sys Tech
C05-008	10/01/2025	26.63	27.63	28.74	30.19	31.52	32.94	34.67	36.14	Painter Assistant	Clerk, Lead Doc Preparation	Call Center Service Assoc Lead	
C05-008	10/01/2026	27.97	29.02	30.19	31.71	33.11	34.60	36.41	37.96	Coordination Of Benefits Clik	Account Administration Rep	Histology Lab Asst	
C05-009	10/02/2022	24.11	25.03	26.05	27.32	28.58	29.85	31.27	32.78	Lead Patient Regist Assoc	Lead Endoscopy Assistant	L&D Specialist I	Clinical Contact Center Specialty Rep
C05-009	10/01/2023	25.57	26.54	27.62	28.87	30.31	31.65	33.16	34.76	Medical Records Lead Clik	Entry Level Surgery Scheduler	Call Center Workforce Spec	Behavioral Health Solution Liaison
C05-009	10/13/2024	26.86	27.88	29.01	30.43	31.83	33.24	34.83	36.51	Lead Data Integrity Asst	Business Office Assistant	Chart Accuracy Specialist II	
C05-009	10/01/2025	28.21	29.28	30.47	31.96	33.43	34.91	36.58	38.34	Lead BH Outpatient Clinic Associate	Lead Radiology Clerk	MOHS Histo Tech & MA Trainee	
C05-009	10/01/2026	29.63	30.75	32.00	33.57	35.11	36.66	38.42	40.27	Ld Claims Intk Data Entry Proc	Tumor Registrar	Supply Chain Technician	
C05-010	10/02/2022	25.45	26.47	27.54	28.95	30.27	31.59	33.18	34.68	Accounting Assistant	Sales Support Assoc - SBU	Claims Examiner	Lead Record Integration asst
C05-010	10/01/2023	26.99	27.98	30.35	32.40	33.77	35.40	37.11	38.81	Claims & Referral Processor II	Contract Systems Tech	Pop Mgmt Support Coord	
C05-010	10/13/2024	28.35	29.48	30.67	32.24	33.77	35.18	36.95	38.62	Painter	PBS Billing Tech	Lead BH Solution Liaison	
C05-010	10/01/2025	29.78	30.98	32.21	33.86	35.41	36.95	38.81	40.56	Medcare/Medicaid Bill/Coll Clik	Accd Admin Lead Rep	Maintenance Technician	
C05-010	10/01/2026	31.28	32.52	33.83	35.56	37.19	38.81	40.76	42.60	Prevention Technician	Collaborative Care Technician	Hearing Services Tech	
C05-011	10/02/2022	26.92	27.99	29.19	30.56	31.85	33.39	35.00	36.60	Claims Coord of Benefits Proc	Tiered Prod Claims Tech I	Adj Research & Resol Clai	
C05-011	10/01/2023	28.55	29.68	30.95	32.40	33.77	35.40	37.11	38.81	PBS Collector	Coord, Call Center Cntrl Desk	Case Resolution Spec	
C05-011	10/13/2024	29.99	31.17	32.51	34.03	35.47	37.18	38.97	40.76	HIPAA Specialist	Claims Authorization Processor	Cust Exp Svc Recovery	
C05-011	10/01/2025	31.50	32.74	34.14	35.74	37.25	39.05	40.93	42.81	Workforce Planning Spec	Centralized Surgery Scheduler	Clinical Contact Center Lead	
C05-011	10/01/2026	33.08	34.39	35.86	37.54	39.12	41.01	42.99	44.96	Transplant Assistant	PFS Account Maint Spec	Claims Research Technician CRC	
C05-012	10/02/2022	28.46	29.63	30.84	32.32	33.73	35.31	37.02	38.75	Graphic Artist	Sales Client Service Associate	Sr. Contract Systems Tech	Led Pop Care Mgmt Support Coord
C05-012	10/01/2023	30.18	31.42	32.40	32.77	34.09	35.76	37.44	39.25	Spclst, Claims Recovery	Business Support Analyst III	Sales Client Services Rep	Medical Financial Asst Lsn
C05-012	10/13/2024	31.70	33.00	34.34	35.99	37.56	39.32	41.22	43.15	Financial Counselor	Claims Examiner Lead	Sr. Sales Support Associate	Customer Care Rep
C05-012	10/01/2025	33.29	34.66	36.07	37.80	39.45	41.30	43.29	45.32	Broker and Commission Assoc	Referral Processor II Lead	Spclst, Accumulations Research	Customer Care Rep-Bi Lingual
C05-012	10/01/2026	34.96	36.40	37.88	39.70	41.43	43.37	45.46	47.60	Optical Business Coordinator	Sr. Women's Health Tech	Broker Sales Support Liaison	Customer Care Rep-Float
C05-013	10/02/2022	29.88	31.05	32.27	33.75	35.17	36.75	38.48	40.20	COB Claims Processing Lead	Adj Lead Research and Res		
C05-013	10/01/2023	31.68	32.92	34.22	35.79	37.29	38.97	40.80	42.62	Claims Research Tech Lead	Cust Exp Svc Recovery Research		
C05-013	10/13/2024	33.27	34.58	35.94	37.59	39.16	40.93	42.85	44.76	PFS Lead	Claims Processing Lead		
C05-013	10/01/2025	34.94	36.32	37.75	39.48	41.13	42.99	45.00	47.01	Lead Case Resolution Spec			
C05-013	10/01/2026	36.70	38.15	39.65	41.46	43.20	45.15	47.26	49.37	Lead Ins Verifcation Tech			
C05-014	10/02/2022	31.45	32.72	34.00	35.70	37.30	39.02	40.86	42.78	Service Advocate	Lead Claims Acctng ResTec		
C05-014	10/01/2023	33.35	34.69	36.05	37.85	39.55	41.37	43.32	45.36	Spclst, Accumulations Resrch Ld	Spclst, Lead Claims Recovery		
C05-014	10/13/2024	35.03	36.43	37.86	39.75	41.54	43.45	45.50	47.64	Lead Customer Care Rep	Coord RN Sched Workforce Mngmt		
C05-014	10/01/2025	36.79	38.26	39.76	41.75	43.63	45.63	47.78	50.03	Sr Business Sptt Analyst Lead	Lead Financial Counselor		
C05-014	10/01/2026	38.64	40.18	41.76	43.85	45.82	47.92	50.18	52.54	Financial Counselor			
C05-015	10/02/2022	22.98	23.87	24.79	26.06	27.20	28.44	29.94	31.23	Customer Service Rep II			
C05-015	10/01/2023	24.37	25.31	26.29	27.63	28.84	30.16	31.75	33.11				
C05-015	10/13/2024	25.60	26.58	27.61	29.02	30.29	31.68	33.35	34.78				
C05-015	10/01/2025	26.89	27.92	29.00	30.48	31.81	33.27	35.03	36.53				
C05-015	10/01/2026	28.24	29.33	30.46	32.01	33.41	34.94	36.79	38.37				
C05-016	10/02/2022	23.88	24.80	25.78	27.10	28.28	29.57	31.13	32.45	Customer Service Rep II			
C05-016	10/01/2023	25.52	26.30	27.34	28.74	29.99	31.35	33.01	34.41				
C05-016	10/13/2024	26.60	27.62	28.72	30.19	31.50	32.93	34.67	36.14				
C05-016	10/01/2025	27.94	29.01	30.17	31.71	33.08	34.59	36.41	37.96				
C05-016	10/01/2026	29.35	30.47	31.69	33.30	34.74	36.33	38.24	39.87				
C05-017	10/02/2022	25.02	25.99	27.02	28.38	29.63	30.98	32.61	33.99	Customer Service Rep III			
C05-017	10/01/2023	26.53	27.56	28.65	30.09	31.42	32.85	34.58	36.04				
C05-017	10/13/2024	27.87	28.95	30.09	31.60	33.00	34.50	36.32	37.85				
C05-017	10/01/2025	29.27	30.41	31.60	33.19	34.66	36.23	38.15	39.75				
C05-017	10/01/2026	30.74	31.94	33.19	34.86	36.40							







