

UNITED HEALTHCARE WORKERS – WEST



MEDICAL SOCIAL WORKERS CHAPTER

COLLECTIVE BARGAINING AGREEMENT



KAISER PERMANENTE®

NORTHERN CALIFORNIA

KAISER FOUNDATION HOSPITALS

EFFECTIVE OCTOBER 1, 2005

TABLE OF CONTENTS

ARTICLE I – PURPOSE OF AGREEMENT 1

ARTICLE II – SCOPE OF AGREEMENT 1

ARTICLE III - RECOGNITION AND UNION SECURITY..... 1

 Section 1 – Recognition..... 1

 Section 2 – Union Membership..... 2

 Section 3 – Notification of New Employees 2

 Section 4 – New Employee Orientation/New Hire 2

 Section 5 – Check-Off 3

 Section 6 – COPE Check-Off 3

 Section 7 – Employer Indemnification 3

 Section 8 – Conformity to Law..... 3

 Section 9 – Volunteers 3

 Section 10 – Bulletin Boards..... 4

ARTICLE IV – MANAGEMENT RIGHTS..... 4

ARTICLE V – DISCRIMINATION 4

ARTICLE VI – TYPES OF EMPLOYEES 4

 Section 1 – Probationary Employees..... 4

 Section 2 – Regular Employees 5

 Section 3 – Short-Hour, Temporary and Casual Employees 5

ARTICLE VII – SENIORITY 6

 Section 1 – Definition..... 6

 Section 2 – Order of Application 6

 Section 3 – Reduction in Force..... 6

ARTICLE VIII – JOB POSTINGS AND FILLING OF VACANCIES..... 8

 Section 1 – Job Postings 8

 Section 2 – Filling of Vacancies..... 8

 Section 3 – Inter-Facility Transfers 8

 Section 4 – Rehire 8

ARTICLE IX – HOURS OF WORK AND OVERTIME..... 9

 Section 1 – Scheduling..... 9

Section 2 – Normal Workweek	9
Section 3 – Overtime	9
Section 4 – Distribution of Work	10
Section 5 – Rest Periods	10
ARTICLE X – WAGES	10
Section 1 – Compensation.....	10
Section 2 – Progression Through Tenure Scale	10
Section 3 – Hire-In Rates	11
Section 4 – Payday and Paychecks	11
Section 5 – Effective Date of Salary Increases.....	12
Section 6 – Shift Differential	12
Section 7 – Call Back	12
Section 8 – Termination Pay.....	12
Section 9 – Standby	12
Section 10 – Call-Back from Standby	13
Section 11 – Relief in Higher Classification (RHC).....	13
ARTICLE XI – HOLIDAYS.....	13
Section 1 – Recognized Holidays	13
Section 2 – Eligibility for Holidays.....	13
Section 3 – Float Holiday.....	14
Section 4 – Personal Birthday	14
Section 5 – Holidays Not Worked	14
Section 6 – Holiday Pay (Short-Hour, Temporary and Casual Employees).....	15
ARTICLE XII – VACATIONS	15
Section 1 – Vacation Time and Pay.....	15
Section 2 – Vacation Periods and Selection	15
Section 3 – Paychecks	16
Section 4 – Vacation Pay for Terminated Employees.....	16
Section 5 – Early Vacation.....	16
Section 6 – Vacation Cash-Out	16
ARTICLE XIII – SICK LEAVE.....	17
Section 1 – Mechanism for Accumulation and Payment.....	17
Section 2 – Integration with UCD or WCI	18
Section 3 – Salary Continuation	18
ARTICLE XIV – FUNERAL LEAVE	18
ARTICLE XV – JURY DUTY	19

ARTICLE XVI – EDUCATIONAL LEAVE	19
Section 1 – Paid Educational Leave	19
Section 2 – Unpaid Educational Leave	20
ARTICLE XVII – LEAVES OF ABSENCE	20
Section 1 – Emergency Leaves	20
Section 2 – Industrial Leaves	21
Section 3 – Personal Leaves	21
ARTICLE XVIII – MILEAGE	22
ARTICLE XIX – INSURANCE BENEFITS	22
Section 1 – Long-Term Disability Insurance	22
Section 2 – Group Life Insurance	22
Section 3 – Travel Accident Insurance	23
Section 4 – Hospital-Surgical-Medical Insurance	23
Section 5 – Major Medical	23
Section 6 – Dental Plan	24
Section 7 – Retiree Medical Benefits	24
Section 8 – Summary of Benefits	28
Section 9 – Dependent Care Reimbursement Program	28
ARTICLE XX – DOMESTIC PARTNERS	29
Section 1 – Eligibility	29
Section 2 – Legal Requirements	29
ARTICLE XXI – PENSION	30
ARTICLE XXII – PROFESSIONAL STANDARDS AND ISSUES COMMITTEE	31
ARTICLE XXIII – EDUCATIONAL OPPORTUNITIES	32
ARTICLE XXIV – UNION BUSINESS	32
Section 1 – Union Staff Representatives	32
Section 2 – Union Shop Stewards	33
Section 3 – Work Stoppages	33
ARTICLE XXV – GRIEVANCE AND ARBITRATION PROCEDURE	33
Section 1 – Discipline and Discharge	33
Section 2 – General Principles	34

Section 3 – Steps of the Grievance and Arbitration Procedure	35
Section 4 – Grievances Associated with the SEIU Master Agreement	37
Section 5 – Performance Evaluations.....	38
ARTICLE XXVI – CONFIDENTIALITY OF MEDICAL RECORDS.....	38
Section 1 – Conscientious Objection	38
ARTICLE XXVII – SAVINGS CLAUSE.....	38
ARTICLE XXVIII – JOINT PARTNERSHIP TRUST	38
ARTICLE XXIX – TERM OF AGREEMENT	39
APPENDIX A – WAGES SIDE LETTER OF AGREEMENT	41
APPENDIX B – WAGE STRUCTURES	44
APPENDIX C – SHIFT DIFFERENTIAL LETTER	48
APPENDIX D – PROFESSIONAL STANDARDS AND ISSUES COMMITTEE.....	49
APPENDIX E – STEWARD TIME AND TRAINING SIDE LETTER OF AGREEMENT .	50
APPENDIX F – ECONOMICS SIDE LETTER OF AGREEMENT	51
APPENDIX G – POST-BARGAINING ACTIVITIES.....	52
ATTACHMENT 1.....	53

AGREEMENT

This Agreement made and entered into this **1st day of October, 2005**, by and between Kaiser Foundation Hospitals (hereinafter referred to as the "Employer") United Healthcare Workers – West (Medical Social Workers Chapter), affiliated with the SEIU (hereinafter referred to as the "Union"):

WITNESSETH

The parties mutually recognize the professional status of Medical Social Workers covered by this Agreement and hereto have agreed as follows:

ARTICLE I – PURPOSE OF AGREEMENT (SEIU Master Agreement)

- 1 **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 II – SCOPE OF AGREEMENT

- 2 This Master Agreement covers all Medical Social Workers employed by the Employer in covered positions. Excluded from this Agreement is any Medical Social Worker assigned to be Director of Social Services at any of the Employer's facilities or to whom the Employer has given authority to hire promote, discipline, discharge, or otherwise change status or effectively recommend such action.

ARTICLE III - RECOGNITION AND UNION SECURITY

Section 1 – Recognition (SEIU Master Agreement)

- 3 **The Cross-Regional Master Agreement is entered into by the signatory parties and reflects the Employers' recognition of the Unions listed in Attachment I as the exclusive collective bargaining agents of the employees in the bargaining units listed in Attachment I with respect to the terms and conditions of employment set forth herein.**
- 4 **This Agreement shall also apply to any employees who are added to a covered bargaining unit by unit clarification, accretion and/or agreement of the parties.**

5 **This Agreement shall also apply to any new classification(s) which may be established within the scope of duties now included within a covered bargaining unit.**

6 **The provisions of the Cross-Regional Master Agreement shall supersede and replace the equivalent provisions of the local agreements between the Employers and the Unions listed in Attachment I. If a local agreement does not contain an equivalent provision, the provision of this agreement shall become a new provision of the local agreement. If there are differences between the bargaining unit descriptions in Attachment I and the descriptions contained in a local agreement, the descriptions in the local agreement will control.**

Section 2 – Union Membership (SEIU Master Agreement)

7 **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.**

8 **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 – Notification of New Employees

9 **At the time a new employee is hired who shall be subject to this agreement, the Employer shall deliver to the employee a copy of this collective bargaining agreement. At least monthly, the Employer shall supply the Union with the names and addresses of new employees and the names of employees terminated.**

Section 4 - New Employee Orientation/New Hire (SEIU Master Agreement)

10 **The Union and the Employer shall coordinate times for Union Representatives/ Stewards to meet with new bargaining unit members for thirty (30) 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 5 – Check-Off (SEIU Master Agreement)

- 11 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.
- 12 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 6 – COPE Check-Off (SEIU Master Agreement)

- 13 The Employer will honor assignment of wages to the Union’s Committee On Political Education (COPE) 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 7 – Employer Indemnification (SEIU Master Agreement)

- 14 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.

Section 8 – Conformity to Law (SEIU Master Agreement)

- 15 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.

Section 9 – Volunteers (SEIU Master Agreement)

- 16 The volunteer’s role in the facilities is to provide services to patients that may not otherwise be offered.
- 17 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.

18 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 10 – Bulletin Boards (SEIU Master Agreement)

19 The Employer will provide adequate space at each facility for posting Union communications. In the event the Union demonstrates the needs for a glass-enclosed locked bulletin board, such shall be provided for the Union’s use.

ARTICLE IV – MANAGEMENT RIGHTS (SEIU Master Agreement)

20 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.

ARTICLE V – DISCRIMINATION (SEIU Master Agreement)

21 The Employer and the Union agree that 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 veterans status.

22 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.

ARTICLE VI – TYPES OF EMPLOYEES

Section 1 – Probationary Employees (SEIU Master Agreement)

23 The probationary period for employees regularly scheduled for twenty (20) hours or more shall be ninety (90) calendar days.

24 The probationary period for employees regularly scheduled for fewer than twenty (20) hours shall be three hundred (300) hours or ninety (90) calendar days, whichever occurs later.

25 During the probationary period, employees may be discharged without recourse to the grievance procedure.

- 26 **The probationary period may be extended only by mutual agreement between the Employer, the employee and the Union.**
- 27 **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.**
- 28 **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.**
- 29 **In no case shall an employee be required to serve more than one probationary period.**

Section 2 – Regular Employees

- 30 A Regular employee is defined as an employee who is regularly employed to work on a predetermined schedule of twenty (20) or more hours per work week. Any employee designated as a Regular employee shall accumulate and receive all of the fringe benefits as provided for in this Agreement when he/she becomes and so long as he/she remains a Regular employee. Paid time off benefits for part-time Regular employees shall be prorated based on the ratio between their schedule and a full-time schedule.

Section 3 – Short-Hour, Temporary and Casual Employees

- 31 A Short-Hour employee is defined as an employee who is regularly employed to work on a predetermined schedule of less than twenty (20) hours per work week; a Temporary employee is one who is hired as an interim replacement or who is hired for temporary work in any predetermined work schedule which does not extend beyond three (3) calendar months; a Casual employee is one who is employed to work on an intermittent basis.
- 32 All Short-Hour, Temporary and Casual employees as defined above shall be ineligible for fringe benefits provided under this Agreement. In lieu of eligibility for benefits, Short-Hour, Temporary and Casual employees shall receive a wage differential of two dollars (\$2.00) per hour above their current rate.
- 33 In no event will there be any duplication of the differential and accumulation or rights to fringe benefits and tenure adjustments other than those expressly specified by the Agreement.

34 Short-Hour, Temporary and Casual employees shall be eligible for tenure increases on the basis of the following formula:

Each one hundred (100) hours of work equals one (1) month's tenure service credit. For example, twelve hundred (1200) hours of work would equal one (1) year's service. In no case, however, shall any such employee accumulate more than one (1) month's tenure service credit in any calendar month.

ARTICLE VII – SENIORITY

Section 1 – Definition

35 Seniority for all Medical Social Workers shall be defined as the employee's most recent date of hire into the **bargaining unit** position covered by this Agreement, except in the case of rehire as defined in Article VIII, Section 4.

36 Seniority dates shall not be adjusted for leaves of absence as specified in Article XVII (does not apply to service date).

Section 2 – Order of Application

37 The seniority order listed below shall be used in all cases where seniority applies except that for a reduction in force, the layoff order will be the reverse of that listed below in each facility.

1. Regular employees in the facility.
2. Short-Hour employees in the facility.
3. Regular employees in the bargaining unit.
4. Short-Hour employees in the bargaining unit.
5. Casual or Temporary employees in the facility.
6. Casual or Temporary employees in the bargaining unit.

Section 3 – Reduction in Force

38 The Employer will provide the Union with sixty (60) days written notice of decisions to permanently layoff Regular and Short-hour employees. A Permanent Layoff is defined as a reduction in force of more than thirty (30) days. Prior to implementation of such layoff, the Employer will meet with the Union to identify positions to be eliminated, the seniority of affected employees, the present work schedule, the proposed work schedule, and the date(s) of layoff. Additionally, the parties will meet and confer to discuss alternatives to layoffs that will minimize the impact on employees. Any agreement or alternatives to layoffs prior to the designated date(s) of layoff, if any, shall be in writing and enforceable under the terms of this Agreement.

- 39 In the event it is necessary to reduce force, the reduction of employees will be in the reverse order of bargaining unit seniority, by facility, as that referenced in Section 2 above provided that the merit and ability of the remaining senior employees is adequate to perform the work. Before an employee is laid off out of seniority order, the Union shall be notified in advance. In recalling from layoff, the last person laid off in each facility shall be the first recalled provided that the merit and ability of the senior employee is adequate to perform the available work. An employee may remain in layoff status for a period of up to twelve months. During that period of time, any such employee recalled to work shall have their previous service credit for the purpose of seniority and benefit accrual restored upon recall but excluding the period of the layoff.
- 40 Regular and Short-hour employees who are laid off shall have seniority among themselves and shall be given first preference region-wide for posted vacancies at facility and bargaining unit levels in the Northern California Region provided the employee has submitted a transfer request for such vacancies and meets the posted qualifications of the position. Such transfer requests shall be valid until the employee meets the conditions set forth in paragraph 39 above. Should such employee obtain employment, the employee has the obligation to notify the remaining facilities upon which a bid was served withdrawing that bid.
- 41 Regular and Short-hour employees who have received written notice of layoff or who are within a targeted group and have volunteered to be laid off shall be eligible for the Transition Assistance Program as set forth in the Side Letter of Agreement dated March 8, 1995. The Transition Assistance Agreement as referenced in this Article shall not extend beyond the term of this agreement.
- 42 All Regular employees who are placed on layoff status for a period of one (1) to two (2) weeks for reasons within the control of the Employer will receive one (1) weeks' notice or one (1) weeks' pay therefore. Regular employees who are placed on layoff status for more than two (2) weeks for reasons within the control of the Employer, but for thirty (30) days or less will receive two (2) weeks' notice or two (2) weeks' pay therefore. Situations considered as being outside the control of the Employer shall include work stoppages, fires, natural and man made disasters.
- 43 Facilities for the purpose of this Article are as follows: San Francisco, South San Francisco, Redwood City, Santa Clara, Santa Teresa, San Jose, Hayward, Fremont, Oakland, Richmond, Walnut Creek, Antioch, Martinez, Vallejo, Napa, San Rafael, Sacramento, Roseville, Fairfield, South Sacramento, Stockton, Pleasanton, Gilroy, Milpitas, Santa Rosa, Petaluma, Davis, Mountain View, Novato, Rancho Cordova, Vacaville and Fresno.

ARTICLE VIII – JOB POSTINGS AND FILLING OF VACANCIES

Section 1 – Job Postings

- 44 To expedite the administration of this Article, covered position vacancies shall be posted within the facility in which they occur for five (5) days.
- 45 An inter-facility transfer request will constitute an automatic bid for an open position for one hundred eighty (180) days following submission of such request. Such requests may be renewed.
- 46 The Employer will provide one copy of the job posting to the Union or its designee, at the time it is processed so that the Union may recommend applicants to the Employer. The Employer shall be the sole judge of any applicant.
- 47 Facilities for the purpose of this Article are as follows: San Francisco, South San Francisco, Redwood City, Santa Clara, Santa Teresa, San Jose, Hayward, Fremont, Oakland, Richmond, Walnut Creek, Antioch, Martinez, Vallejo, Napa, San Rafael, Sacramento, Roseville, Fairfield, South Sacramento, Stockton, Pleasanton, Gilroy, Milpitas, Santa Rosa, Petaluma, Davis, Mountain View, Novato and Rancho Cordova, Vacaville and Fresno.

Section 2 – Filling of Vacancies

- 48 In filling any vacancy covered by this Agreement all qualified employees shall be preferred over outside applicants. Between existing employees, seniority shall govern provided that merit and ability are adequate. Preference shall apply according to seniority as defined in Article VII, Section 2.

Section 3 – Inter-Facility Transfers

- 49 Should the Employer direct a transfer of employee(s) from one of its facilities to another (for example, Oakland to Santa Clara), such transfers shall be initiated for reasons not arbitrary, nor capricious, but relating to the Employer's efficient operations.

Section 4 – Rehire

- 50 Medical Social Workers in a benefited position who are rehired into a bargaining unit position within six (6) months of their termination shall have:
- 1) The benefit of their previous seniority, adjusted to exclude the break in service, for purposes of non-insurance benefits (Vacation, Education/Sick Leave).
 - 2) The rehired employee is eligible for holidays as of their rehire date.
 - 3) Re-enrollment in the retirement plans will be as specified by the plan documents.

- 51 Enrollment in medical and dental coverage occurs as if the employee were a new hire.
- 52 Employees rehired in accordance with this section will be restored to their previous step in pay, and will not be required to serve a new probationary period.

ARTICLE IX – HOURS OF WORK AND OVERTIME

Section 1 – Scheduling

- 53 The parties recognize the professional nature of the work performed by employees covered by this Agreement. Therefore, actual daily and weekly work schedules may vary, on occasion, according to the time requirements of specific work assignments. At all times, employees shall work the schedules required of them by the Director. In no case shall work of less than eighty (80) hours per two (2) week pay period be acceptable (except for part-time employees who may work less than eighty (80) hours). No employee shall be required to relieve a non-bargaining unit managerial position.

Section 2 – Normal Workweek

- 54 The Employer will exercise its best efforts, in good faith, subject to the requirements of efficient operations to schedule Medical Social Workers on the basis of a normal workweek of forty (40) hours with two (2) consecutive days of rest.

Section 3 – Overtime

- 55 A. Definitions
- 1) "Payroll Week" as used in this Article shall mean and consist of the seven (7) day period beginning at 12:01 a.m., Sunday, or at the shift changing hour nearest that time.
 - 2) "Payroll Day" as used in this Article shall mean and consist of a twenty-four (24) hour period, beginning at the same time each payroll day as the payroll week begins.
- 56 B. Overtime Rates
- Employees shall be paid at the rate of time and one-half (1½) the straight-time hourly rate, including shift differential, for all hours of work performed in excess of eight (8) hours in any one payroll day and/or for all hours worked in excess of forty (40) hours within the payroll week. Employees shall be paid at the rate of double (2) the straight-time hourly rate, including shift differential, for all hours worked in excess of twelve (12) consecutive hours in any one (1) payroll day. Employees shall not work hours which require an overtime premium payment without prior Employer authorization. (Nothing herein shall prohibit an employee and the Employer from

mutually agreeing that overtime incurred by the employee, for which premium payment is due, may be paid for in compensatory time off at the applicable premium rate. However, such compensatory time off, if agreed to, must be taken off during the two (2) week payroll period in which the overtime is incurred).

57 C. Non-Duplication of Overtime

Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.

Section 4 – Distribution of Work (SEIU Master Agreement)

58 **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.**

59 **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 5 – Rest Periods

60 With each four (4) hours of continuous work, each Medical Social Worker shall be allowed a rest period of not less than ten (10) minutes nor more than fifteen (15) minutes. Each Medical Social Worker who works a shift in excess of five hours shall be afforded a meal period of not less than thirty (30) minutes.

ARTICLE X – WAGES

Section 1 – Compensation

61 The attached salary schedule is applicable to employees assigned to work on the basis of a forty (40) hour work week. The salaries shall be prorated for part-time employees.

Section 2 – Progression Through Tenure Scale

62 Employees must remain in each tenure step for one (1) full year to be eligible to progress to the next succeeding step rate, except as provided otherwise.

Section 3 – Hire-In Rates

63 A. **Medical Social Worker I**

Step I: B.A. Degree in Social Service or related behavioral science degree with zero (0) to two (2) years social work experience.

Step II: B.A. Degree (as above) with two (2) to four (4) years social work experience within the last five (5) years.

Step III: B.A. Degree (as above) with 4 (four) or more years social work experience within the last ten (10) years.

B. **Medical Social Worker II**

Step I: Must possess an M.S.W. Degree with less than two (2) years social work experience (M.S.W. field work not included).

Step II: Must possess an M.S.W. Degree with two (2) to four (4) years of social work experience within the last five (5) years (M.S.W. field work not included).

Step III: Must possess an M.S.W. Degree with four (4) or more years of social work experience within the last ten (10) years (M.S.W. field work not included).

64 Effective November 5, 1989 all Medical Social Workers at Step I or Step II who meet the experience requirements described above, will be moved to the appropriate higher tenure step.

65 Employees in this classification must be capable of performing all the required duties and activities commensurate with an M.S.W. Degree and must possess that degree.

Section 4 – Payday and Paychecks (SEIU Master Agreement)

66 **Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.**

67 **Employees upon written request may direct automatic deposit of their paycheck to a bank or saving institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing direct automatic deposit shall receive a check stub or equivalent information each pay period indicating all payments made.**

68 **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 5 – Effective Date of Salary Increases (SEIU Master Agreement)

69 **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 6 – Shift Differential

70 **Any Medical Social Worker who commences a shift of four (4) or more hours at or after 12:00 noon which terminates after 6:00 p.m. shall be paid a shift premium of one dollar forty-five cents (\$1.45) per hour for the entire shift so worked.**

71 **Additional hours or overtime, including additional shifts, immediately prior to or following an employee's regular shift shall be paid the shift differential, if any, applicable to their regular shift that day.**

Section 7 – Call Back

72 **A Regular employee who has completed a shift and leaves the facility but is recalled to work prior to the start of the employee's next scheduled shift shall be guaranteed a minimum of three (3) hours of work or shall be paid for actual hours worked, whichever is greater.**

Section 8 – Termination Pay (SEIU Master Agreement)

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

Section 9 – Standby

74 **MSW Standby is a voluntary program whose participants shall be selected based on seniority with an equitable rotation of opportunities. Medical Social Workers on a predetermined work schedule who are placed on standby duty beyond their regularly scheduled work day or workweek shall be allowed compensatory time off equal to one-half (1/2) of the time spent on standby duty within thirty (30) days following Standby service or shall be compensated for such time at one-half (1/2) times their regular straight hourly rate.**

Section 10 – Call-Back from Standby

- 75 **Medical Social Workers on standby duty who are called in to work shall be compensated for the time worked at one and one-half (1-1/2) times their straight-time hourly rate; provided, however, that such Medical Social Workers are guaranteed a minimum credit of three (3) hours for each occasion on which they are called in to work.**

Section 11 – Relief in Higher Classification (RHC)

- 76 **The relief in higher classification for supervisor shall be paid at the rate of five percent (5%) above the Medical Social Workers' regular status in the wage structure. The RHC shall have whatever explicit authority as delegated by the Employer, except that the Medical Social Worker as Supervisor shall not have the authority to hire, fire or discipline or have effective input into or effectively recommend same. If deeded or determined by Management, the Medical Social Worker shall have the authority to complete required KP employee evaluations. Furthermore, no Social Worker will be required to assume management responsibilities, it must be voluntary.**

ARTICLE XI – HOLIDAYS

Section 1 – Recognized Holidays

- 77 **The following days shall be observed as holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the employee's personal birthday (as provided in Section 4 hereof) and two (2) float holidays (as provided in Section 3 hereof).**
- 78 **Washington's Birthday will be observed on the third Monday in February. Memorial Day will be observed on the last Monday in May. It is the Employer's intent to abide by any changes in Federal legislation related to the holidays listed in Section 1. Holidays falling on Sunday shall be observed on the following Monday for eligible employees.**

Section 2 – Eligibility for Holidays

- 79 **Regular full-time employees will receive pay at their regular straight-time rate for their normally scheduled daily working hours for the above holidays when not worked provided (1) the employee was not directed by the Employer to work on the holiday and (2) 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. If the holiday falls on a day normally scheduled off, the employee shall be given another day off with pay that is mutually agreed upon between the Employer and the employee.**
- 80 **Regular full-time employees who work on a holiday as defined in Section 1 above, shall be paid at the overtime rate of time and one-half (1-1/2) and shall also be given a paid day off**

or additional pay equal to the actual hours worked on such holiday not to exceed eight (8) hours. The Medical Social Worker may elect to receive either compensatory time off or additional pay subject to the Employer's staffing and scheduling requirements for patient care. Compensatory time off must be either added consecutively to an employee's vacation or be taken on a mutually agreed date within thirty (30) days prior to or following the holiday for which it is due.

81 Regular part-time employees working less than forty (40) hours per week shall receive pay at their regular straight-time rate if the 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 as the employee would have received had he/she worked. If the holiday falls on a day normally scheduled off, the employee shall receive additional pay equal to one-fifth (1/5) his/her regular weekly scheduled hours of work.

82 Regular part-time employees who work on a holiday shall receive one and one-half (1-1/2) times their regular straight-time pay for all hours worked plus additional straight-time holiday pay equal to the actual hours worked on the holiday up to eight (8) hours.

Section 3 –Float Holiday

83 Each year (January 1 to January 1) the Employer and the eligible employee shall agree on the days to be taken as float holidays. If agreement is not reached on a day, the day will be added to the employee's vacation. It is the responsibility of employees entitled to a float holiday to comply with reasonable requirements of notice of the date they have selected as their holiday.

Section 4 – Personal Birthday

84 Regular employees are entitled to their personal birthday as a recognized holiday. If such employee's personal birthday falls on any of the other recognized holidays, the employee's next regularly scheduled work day following said recognized holiday shall be considered as the employee's birthday. It is the responsibility of employees entitled to their personal birthday as a holiday to inform their supervisor one (1) month in advance of the date of their birthday. Employees may request to forego their birthday holiday on their actual date of birth to take that holiday within thirty (30) days either before or after their birthday. Election of a day other than the employee's birthday is subject to mutual agreement with the Employer.

Section 5 – Holidays Not Worked

85 Holidays paid for but not worked shall count as time worked for the purpose of computing weekly overtime for work performed later in the same work week if the holiday falls on the employee's normally scheduled work day.

Section 6 – Holiday Pay (Short-Hour, Temporary and Casual Employees)

- 86 Short-Hour, Temporary and Casual employees who work on a holiday specified in Section 1 above (excluding the employee's personal birthday and float holidays) shall be paid at the overtime rate of time and one-half (1-1/2).

ARTICLE XII – VACATIONS

Section 1 – Vacation Time and Pay

- 87 All Regular employees who have been continuously in service with the Employer for a period of one (1) year shall be entitled to two (2) weeks vacation with pay. All Regular employees who have been continuously in service with the Employer for a period of two (2) years shall be entitled to three (3) weeks vacation with pay. All Regular employees who have been continuously in service with the Employer for a period of five (5) years shall be entitled to four (4) weeks vacation with pay. All Regular employees who have been continuously in service with the Employer for a period of ten (10) years shall be entitled to five (5) weeks vacation with pay. Employees may split their vacation into increments of not less than one-half (1/2) day or four (4) hours subject to the requirements of efficient operations. Vacation pay for Regular employees shall be paid at the hourly equivalent of their monthly salary at the time the vacation is taken for their regular schedule of work.
- 88 In instances where there is a combination of vacation and work on a pre-scheduled basis, vacation hours paid shall count as hours worked in determining eligibility for weekly overtime for hours worked later in the same work week.

Section 2 – Vacation Periods and Selection

- 89 Vacation periods shall be designated by the Employer so as not to adversely affect the efficiency of operations and shall be designated during the twelve (12) month period following the date of eligibility for the vacation.
- 90 Prior to February 1 of each year, employees may submit to their supervisor a list of their first, second and third choices for vacation dates for that calendar year. On or before March 15 of each calendar year, the department head will post the vacation schedule for that year. Whenever possible, employees shall be given preference on the basis of facility seniority in the choice of vacation periods. In situations where an employee is not granted his vacation preference due to a conflicting vacation schedule choice with a more senior employee, in the next instance of conflict between the same employees, the junior employee shall be granted preference.
- 91 Regular employees with five or more years of continuous service may carry one (1) week's unused vacation to their next anniversary year, provided they notify their supervisor in writing of their intention at least three (3) months prior to the completion of the anniversary year in which the one (1) week vacation would normally be taken.

Section 3 – Paychecks

- 92 Effective June 3, 1990 employees upon written request may direct automatic deposit of their paycheck directly to a bank or savings institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Each pay period employees electing automatic deposit shall receive a check stub indicating all payments made. Employees electing this option who later cancel direct automatic deposit shall not be eligible again for such deposit until the first of the year (January 1) following cancellation.

Section 4 – Vacation Pay for Terminated Employees

- 93 Regular employees with a minimum of six (6) months of service shall be entitled to vacation pay prorated on the basis of actual months of service in accordance with the benefits outlined in Section 1 of this Article at the conclusion of their employment. However, the Employer can require at least two (2) weeks notice of the intention of an employee to quit as a condition of this proration of vacation pay. Employees discharged for cause with less than one year's service shall not be entitled to prorated vacation.

Section 5 – Early Vacation

- 94 Regular employees with at least six (6) months of service but less than one year may, with the mutual agreement of the Employer, take up to one week of vacation time off prior to their first anniversary. However, should such an employee terminate their employment prior to completing one full year of service, an amount of money equivalent to the vacation pay received shall be deducted from the employee's final check.
- 95 Requests from Regular employees with more than one (1) year of service for vacation time accrued but not yet earned may be granted by mutual agreement between the employee and the Employer.

Section 6 – Vacation Cash-Out

- 96 **Employees may cash out vacation time up to one hundred sixty (160) hours per year of their annual accrual as provided in the Kaiser Permanente "Vacation Cash Out" (VCO) benefit provisions. Such election must be made by December of the year preceding the year the cash out will occur. Such election is irrevocable.**

ARTICLE XIII – SICK LEAVE

Section 1 - Mechanism for Accumulation and Payment

97 Each Regular employee is entitled to paid sick leave on the basis of the schedule below (to be prorated for Regular part-time employees on the basis of the ratio of his regularly scheduled hours of work per week to forty (40) hours per week):

Completed Length of Service	Sick Leave
0 - 2 months	None
2 - 6 months	40 hours
6 -12 months	85 hours
1 - 2 years	175 hours
2 - 4 years	350 hours
4 - 7 years	520 hours
7 - 10 years	695 hours
10 years and over	1040 hours

98 Such sick leave is not cumulative from year-to-year but the allotment is renewed each year on the employee's anniversary date. For employees with ten (10) or more years of service, the maximum amount of Employer paid sick leave for one continuous period of disability shall not exceed that amount necessary to permit an employee to maintain his/her regular earnings for six (6) calendar months when combined with state disability coverage or Workers' Compensation benefits.

99 Sick leave is applicable only if the employee is ill on days (s)he is regularly scheduled to work. Pay for such sick leave shall be computed as the equivalent of the pay which the employee would have received had (s)he worked his/her regular schedule that day. Should a holiday occur while an employee is absent on paid sick leave, if (s)he is eligible for holiday pay, such pay shall be charged to the holiday, not against sick leave credits. If an employee claims sick leave, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed, if the Employer has reasonable doubt of the validity of the disability.

100 Paid sick leave shall also apply for hours directly associated with medical or dental appointments including appointments covered by the Kaiser Psychiatric Plan "A." For those employees whose appointments are away from the facility where they work, the appointment will be scheduled so that at least part of the scheduled appointment falls in the first or last hour of each paid period of scheduled work. The employee will give written notice of at least twenty-four (24) hours and supply verification that the appointment was kept.

101 Sick leave shall be applicable not only as described elsewhere in this Article, but also for psychological treatment as an inpatient in an accredited institution and outpatient treatments appended to such inpatient care.

102 Paid sick leave shall count as time worked for purposes of computing overtime for hours worked later in the same workweek.

Section 2 – Integration with UCD or WCI

103 If an employee is eligible for basic UCD benefits, Employer paid sick leave shall be reduced by the amount of the UCD benefit the employee is eligible to receive. Payments received in the form of basic UCD benefits shall not be charged against the employee's accumulated sick leave.

104 If an employee is eligible for Workers' Compensation Insurance payments, the same method of integration with Employer paid sick leave shall apply. Employees who receive full sick leave and are subsequently reimbursed by Workers' Compensation or State Disability Insurance benefits will have their pay adjusted by the amount of overpayment and their sick leave credited proportionately.

Section 3 – Salary Continuation

105 Upon expiration of paid sick leave, as provided in Article XIII, Section 1, in connection with any one (1) disability resulting from sickness or injury and provided such sick leave has been of a duration of less than six (6) months, the employee will continue to receive payment from the Employer equal to one-half base salary when integrated with State Disability or Workers' Compensation payments until the employee returns to work or until the expiration of six (6) months from the disability commencement date or death, whichever is first.

ARTICLE XIV – FUNERAL LEAVE

106 When a death occurs in the immediate family of an employee, (s)he shall be entitled to a leave of absence of up to three (3) days with pay for deaths in the area and two (2) additional days with pay for travel of 300 miles (each way) or more for a funeral or memorial service. Additional time off will not be unreasonably denied. An employee may use their paid time off for such purposes. Immediate family is defined **as: spouse, domestic partner, parent, step parent, parent-in-law, step parent-in-law, in loco parentis, 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, step sister-in-law, brother, step brother, brother-in-law, step brother-in-law, grandparent, step-grandparent, grandchildren, step grandchildren and relatives living in the same household.**

107 **If an employee is on vacation and a death occurs in the employee's immediate family, the employee may convert such vacation time to funeral leave.**

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

ARTICLE XV – JURY DUTY

- 109 **Employees shall receive paid leave for jury duty for the duration of such service. There will be no offset to employees' pay nor collection of jury duty pay provided by the courts.**

ARTICLE XVI – EDUCATIONAL LEAVE

Section 1 – Paid Educational Leave

- 110 After completion of one (1) year of service, as a Regular employee each Medical Social Worker will begin to earn paid educational leave at the rate of one (1) week per year accumulative to a maximum of four (4) weeks.
- 111 For purposes of implementing this section, all employees on the payroll as of January 1, 1975, shall have any previous service retroactive to January 1, 1973, count towards the accumulation of paid educational leave time to be taken henceforth. The following shall serve as guidelines for administration of this section:
- 112 A. Paid educational leave is designed to protect an employee's regular earnings while attending educational meetings occurring during an employee's normal work schedule. It is not applicable on days the Medical Social Worker is not normally scheduled to work.
- 113 B. Paid educational leave may be taken by full days or by hourly increments as time away from the job.
- 114 C. Programs covered by paid educational leave will include:
- 1) Formally organized courses in social service related to the medical setting.
 - 2) Formally organized seminars, meetings and symposia dealing with contemporary practices or issues of social service arising in the medical setting.
 - 3) Formally organized programs for health professionals open to Medical Social Workers in the medical setting.
- D. Application and approval procedure:
- 1) Requests for such leave shall be made in writing setting forth the details, i.e., dates, hours, subject, facility and purpose for taking the course, seminar, etc.

- 2) Approval shall be subject to the guidelines herein described and subject to the efficient operational requirements and approval shall not be unreasonably denied.

115 Required Training: If the Employer directs an employee to attend a training program or conference, the employee will be compensated for the direct cost associated with the program, if any. Proof of attendance will be required for reimbursement.

Section 2 – Unpaid Educational Leave

116 Incidental unpaid time off for the purpose of attending such workshops, seminars, and symposia as referred to above will be given consideration and may be granted at the sole discretion of management. A leave of absence for the purpose of continuing education towards an advanced degree in social service may be granted at the sole discretion of the Employer. Such a leave may be continued from year to year at the Employer's discretion. An employee's right to return from such a leave shall be subject to the availability of vacancies at the time the employee gives notice of availability to resume employment.

ARTICLE XVII – LEAVES OF ABSENCE

Section 1 – Emergency Leaves

117 Leaves of absence without pay for emergency situations may be granted to employees at the discretion of the head of the facility. Normally, an employee must have at least six (6) months' service to be considered for such a leave of absence. Some situations normally considered to be just reasons for such leave are (a) death in the immediate family, (b) sickness or injury in the immediate family, (c) personal physical disability, including industrial disability, (d) maternity. Such leaves of absence shall not be in excess of thirty (30) days, but may be extended beyond that time at the discretion of the head of the facility. However, a leave attributable to personal physical disability including maternity may be granted not only in thirty (30) day increments but for the length of disability provided that a physician's certification setting forth the length of the disability is submitted. Leaves of absence as referred to in this paragraph shall not exceed a total of six (6) months.

118 A. Benefits While on Leave of Absence

An employee placed on authorized leave of absence of thirty (30) days duration or longer must pay the required premium necessary for continued insurance benefits (health plan, dental, life insurance, etc.). The period of any leave of absence except those of a duration of less than thirty (30) days, will not accrue to the service credit of the employee for the purposes of tenure increases or for vacation and sick leave computations or any other benefit where length of service is a condition of entitlement.

B. Application for Leave of Absence

Leaves of absence and renewals thereof shall be in writing with one (1) copy to the employee and one (1) copy to the Personnel Office.

119 C. Return from Leave of Absence

Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. However, prior notice of two weeks must be given by an employee to his supervisor as a condition of reinstatement to any position. Such employees shall be reinstated to their former or like position in which they were employed prior to the leave of absence but if conditions have so changed that it is not reasonable to reinstate the employee to his/her former or like position, the Employer will reinstate him/her in a position that is as nearly comparable to his original with respect to hours, etc. as is reasonable under the circumstances and will give such an employee prior consideration for reinstatement into a like position when comparable vacancies occur.

Section 2 – Industrial Leaves

120 Leaves of absence attributable to an industrial injury or illness shall be subject to the same provisions of Section 1 except that (1) the employee will continue to be covered by the Health Plan and life insurance plans at the Employer's expense during the period of the leave which shall not exceed six (6) months and (2) during the leave the employee will continue to accrue service credit for purposes of salary tenure increases. Also, consideration will be given to extending such leave and health coverage for up to six (6) additional months for employees with more than two (2) years of service depending on the length of time the employee has been away from the job and when the employee could be expected to return to work provided, however, the combination of paid sick and unpaid leave of absence time shall not exceed fourteen (14) months. However, the rights to return from such an extended leave are subject to available openings or the availability of qualified temporary replacements.

Section 3 – Personal Leaves

121 Applications for leaves of absence for non-emergency situations from Medical Social Workers with one (1) or more years of service will be granted subject to the requirements of efficient operations and the availability of qualified temporary replacements when submitted to the facility head in writing. Such leaves shall not exceed six (6) months in length. The general provisions of Section 1 relating to service credit, continuance of benefits, and notice of return shall apply.

ARTICLE XVIII – MILEAGE (SEIU Master Agreement)

122 **Employees required to use their personal automobile for Employer business will be reimbursed according to the Employer’s current policy on mileage reimbursement.**

ARTICLE XIX – INSURANCE BENEFITS

123 The following descriptions summarize the benefit programs. Details may be obtained from your Personnel Office.

Section 1 – Long-Term Disability Insurance

124 Regular employees with two (2) years or more of continuous service as a Regular employee are covered by Long-Term Disability Insurance, which provides a monthly income benefit when an employee is totally disabled for longer than six (6) months. Long-Term Disability provides the following benefits:

- 1) 50% of salary, or, up to
- 2) 60% when combined with social security disability income, or, up to
- 3) 70% when combined with income from rehabilitation employment.

125 Long-Term Disability benefits continue until the employee is able to return to work or reaches age 65, or until death. In no case will an employee be eligible for both Long-Term Disability and Disability Retirement.

Section 2 – Group Life Insurance

126 All Regular employees are eligible for group life insurance on the following basis:

127 A. Contributory

Employees who elect to participate in the contributory group life insurance program are insured for two times their annual salary in basic life insurance, plus an additional two times annual salary if death is accidental. Coverage begins on the date of employment. Contribution towards the premium for basic group life is \$.70 per month for each \$1,000 of basic coverage. Contributions continue for two years from the effective date of participation. Thereafter, the premiums are entirely employer-paid.

128 B. Basic

If the contributory group life insurance program is not elected, the Regular employee is provided with \$5,000 life insurance, without accidental death coverage at the

Employer's expense. If later application for the contributory coverage is made, the employee will be required to provide evidence of insurability at his/her own expense and may not be accepted for enrollment.

129 C. Supplemental Group Life Insurance

After a Regular employee has been employed for five (5) years and is participating in the basic retirement plan, (s)he will be covered by a supplemental life insurance plan. This coverage provides for an amount of life insurance equal to the employee's annual salary, in addition to all other life insurance benefits at the Employer's expense.

Section 3 – Travel Accident Insurance

130 All Regular employees are covered by a travel accident insurance policy that applies while such employee is traveling on company business. It provides for a four times annual salary payment if death occurs as the result of a travel accident on company business. Minimum benefit of one hundred thousand dollars (\$100,000).

Section 4 – Hospital-Surgical-Medical Insurance

131 Kaiser Foundation Health Plan benefits currently described as "SS" coverage, including pre-paid maternity, Psychiatric Plan "A," and the Optical Plan are provided to each Regular employee, their spouse/domestic partner and eligible dependents or as an alternate coverage New York Life Insurance coverage described as MM-4. Eligible dependents shall include unmarried children to age nineteen (19) and unmarried children from age nineteen (19) to twenty-five (25) provided they have the same regular residence as the employee, are attending an accredited school or university as full-time students and are dependent upon the employee for support and maintenance. Coverage begins on the first day of employment as a Regular employee. In no event will the Employer pay more for the alternate coverage than it pays for Kaiser Foundation Health Plan benefits. Effective August 1, 1996, the Employer agrees to provide the drug benefit currently described as Kaiser Foundation Health Plan Drug Program Benefit "N" (\$5.00 co-pay) or New York Life Insurance Company Drug Program Benefit "W-01" (\$5.00 co-pay) to all Regular employees/retirees, their spouse/domestic partner and their dependents. The \$5.00 drug co-pay shall apply to eligible employees who retire on or after January 1, 1998.

Section 5 – Major Medical

132 Regular employees are covered by a major medical plan that supplements either the Kaiser Foundation Health Plan or New York Life Insurance Company hospital-surgical-medical plans at the Employer's expense.

Section 6 – Dental Plan

133 An employer paid dental program will be provided to all Regular employees, their spouse/domestic partner and their eligible dependent children under age 19 provided such employees have been continuously employed as Regular employees for six (6) or more continuous months.

134 A. **Basic Plan**

This plan is entirely employer paid and provides for payment at the rate of 90% of usual, reasonable and customary except for 50% reimbursement for bridges and dentures. Effective February 1, 1980 dependent students shall be covered by basic dental up to age 25.

135 B. **Extended Plan**

This plan is open to employees who elect to participate and contribute \$2.00 per month. The plan provides for an increasing scale of payments of reasonable and customary charges. Orthodontia coverage also is included for dependent children under age 18 at 50% of reasonable and customary charges with a lifetime maximum of \$1,000 per eligible dependent.

Section 7 – Retiree Medical Benefits

A. How Retiree Medical Coverage Works

136 **As a retired employee, you and your eligible dependents may be eligible to receive medical coverage. Kaiser Permanente will pay all or part of the premium for this coverage, based on hire date, age, and years of service. Refer to the eligibility and cost of coverage sections below for more information.**

137 **Once you turn 65, and are eligible for Medicare, you must participate in both Medicare Parts A and B to receive coverage. You must also assign your Medicare benefits to Kaiser Permanente. You will be enrolled in the Kaiser Permanente Senior Advantage Plan and receive all of your care through Kaiser Permanente, except for emergency services while traveling outside the Service Area. There is no employer reimbursement for Part B of Medicare. You and/or your spouse or domestic partner should register at a Social Security office during the three month period prior to your retirement or age 65. Your eligible children will be covered under the same plan. Your retiree medical plan does not offer optical services coverage.**

B. Who is Eligible

138 *If you were hired on or before October 25, 1986:*

You are eligible for post-retirement medical benefits if you retire under the early, normal, postponed or disability provisions of the Kaiser Permanente Employees Pension Plan (KPEPP) and you are at least 55 years of age and have at least 10 years of service defined by KPEPP (see page 70 of the Summary Plan Description, Benefits For You, For Employees Represented by the Northern California SEIU Local 535 Medical Social Workers, January 2005).

139 *If you were hired after October 25, 1986:*

You are eligible for retiree coverage if you retire under the normal, early, postponed or disability provisions of the Kaiser Permanente Employees Pension Plan, and you have 15 or more years of service as defined by KPEPP. Eligible dependents are the same as those listed under the medical plan for active employees.

C. Cost of Coverage

140 Kaiser Permanente will pay all or part of the premiums for your coverage, as described below. However, you may be responsible for certain deductibles and co-payments.

141 If you were hired prior to October 13, 2000, and you meet the eligibility requirements stated above, Kaiser Permanente pays the cost of your retiree medical. If you were hired on or after October 13, 2000, and you meet the eligibility requirements stated above, Kaiser Permanente will pay a percentage of the cost of your retiree medical coverage based on your years of service.

142 If you retired prior to January 1, 1998, or if you retire on or after January 1, 2003, and you meet the eligibility requirements stated above, Kaiser Permanente pays the cost of your retiree medical plan.

143

If you retired between January 1, 1998 and December 31, 2002, and you meet the eligibility requirements stated above, Kaiser Permanente will pay a percentage of the cost of your retiree medical coverage based on your years of service. Refer to the chart below:

Years of Service	Employer Monthly Payment	Retiree Monthly Payment
15	50	50
16	55	45
17	60	40
18	65	35
19	70	30
20	75	25
21	80	20
22	85	15
23	90	10
24	95	5
25	100	0

144

Retirees who are eligible for retirement with less than 15 years of service will pay 50%. For the current premium amounts for retiree coverage, please contact the Member Services Call Center at 1-800-464-4000. Premiums for Retiree Medical coverage are subject to change from year-to-year. Regardless of your age at retirement, you will be required to pay the entire medical premium for your dependents.

D. When Coverage Becomes Effective

145

Your coverage begins when you become eligible for Medicare Parts A and B, usually at age 65, assign your Medicare benefits to Kaiser Permanente, and meet the eligibility requirements noted above. If you move outside the Kaiser Permanente Service Area, you will be offered an alternate plan. Alternate plan coverage may not be as comprehensive as the KFHP medical coverage.

E. Coordination With Medicare

146

Once you or your spouse or domestic partner become eligible for Medicare, you and your spouse or domestic partner must participate in Medicare Parts A and B to be eligible for continued retiree coverage. Please note: there is no employer reimbursement for Medicare Part B premiums.

F. Overview of Basic Medical Benefits

Medical Care

147 Please refer to the KFHP HMO brochure or the Disclosure Form & Evidence of Coverage book for details about your medical coverage. If you were hired prior to October 26, 1986, were regularly scheduled to work at least 20 hours per week, and you meet the eligibility requirements for retiree medical (see above), your retiree medical coverage will include vision care benefits, including an allowance for eyeglass frames and lenses or contact lenses in lieu of eyeglasses. If you were hired on or after October 26, 1986, your retiree medical coverage does not include vision care benefits, except for eye examinations to provide a prescription for eyeglasses, which is covered under your medical benefits.

When Coverage Ends

148 Your retiree medical coverage ends if you return to work with Kaiser Permanente and become eligible for benefits based on your work schedule. Otherwise, coverage continues for your lifetime as long as you continue to pay any required premiums.

149 If you die, your surviving spouse's or domestic partner's coverage will continue until remarriage or death. Your surviving dependents' coverage will continue until they no longer meet the dependent eligibility requirements.

150 If you change your status after retirement (e.g., marriage, adoption), you will be eligible to enroll your new dependents in the plan.

If You Move Out of the KFHP Service Area

151 If you move out of a Kaiser Permanente service area or region and wish to continue your medical coverage through KFHP, you will be disenrolled from Senior Advantage and offered an out-of-area or out-of-region plan. You will be required to pay the difference in premiums between KFHP and the out-of-area or out-of-region plan, in addition to the cost sharing schedule based on the chart above.

Retiree Life Insurance Benefits

Retired Tapered Life Insurance Overview

152 This coverage provides life insurance for you after retirement. Under this program, your group life insurance (Basic Life or Contributory Life) continues for one month without reduction. Thereafter, the amount of your coverage will

decrease by 1% of the original coverage amount each month for 75 months until it reaches a minimum of 25% of the original amount or \$2000, whichever is higher.

Who is Eligible

153 You are eligible for retiree life insurance benefits if you retire under the early, normal, postponed, or disability provisions of the Kaiser Permanente Employees Pension Plan (KPEPP) and are eligible for postretirement benefits.

154 If you retire at or before age 65, your life insurance will begin tapering based upon the amount of coverage in effect at your retirement date. If you retire after age 65, your life insurance will begin tapering based upon the amount of coverage in effect at age 65 as if you had retired at that time.

When Coverage Ends

155 **Conversion Privilege:** You may elect to convert the tapering amount of your coverage to an individual self-paid policy in order to maintain the level of coverage in effect at retirement. You have 31 days to convert this amount, during which time MetLife will convert the tapering portion regardless of your health. You may take advantage of your conversion privilege each month your coverage tapers, or you may choose to convert the tapering amount for only a selected number of months. However, you may not convert retroactively.

Section 8 – Summary of Benefits

156 This Agreement contains only a summary of benefit plans. Complete details concerning these benefits are contained in the appropriate provider contracts or plan documents, which are available for employee inspection.

Section 9 – Dependent Care Reimbursement Program

157 Effective June 3, 1990, an employee-funded dependent care reimbursement program shall be made available to all employees regularly scheduled to work twenty (20) or more hours per week.

ARTICLE XX – DOMESTIC PARTNERS

158 Effective August 1, 1996, the following benefits and policies shall be offered to employee's domestic partners and their eligible dependents, who meet the eligibility requirements as stated in Section 1 below:

- a. Medical Benefits
- b. Dental Benefits
- c. Bereavement Leave
- d. Post-retirement Medical Benefits

Section 1 - Eligibility

159 In order for an employee to be eligible for domestic partner benefits provided in this Agreement, he/she and the individual for whom benefits are being applied, must provide a completed Affidavit of Domestic Partnership as requested by the Employer.

160 For the purposes of this Agreement, a domestic partnership is one in which the employee and the domestic partner both meet all of the following requirements:

- 1) Live together, sharing the same living quarters as a primary residence, in an intimate, committed relationship of mutual caring;
- 2) Have no other domestic partner at this time;
- 3) Are responsible for each other's basic living expenses during the domestic partnership, and agree to be financially responsible for any debts each other incurs as a direct result of Kaiser Permanente's extension of benefits to either domestic partner;
- 4) Are not married to anyone;
- 5) Are 18 years of age or older;
- 6) Are not related to each other as a parent, brother or sister, half brother or half sister, niece, nephew, aunt, uncle, grandparent or grandchild; and
- 7) Have not been covered by Kaiser Permanente sponsored benefits with another domestic partner at any time during the last 12 months.

Section 2 – Legal Requirements

161 The Employer's provision of insurance benefits to domestic partners and their eligible dependents will be in accordance with applicable federal and state laws, withholding tax requirements and Internal Revenue Service requirements.

ARTICLE XXI – PENSION

(See National Agreement for details of Partnership Pension Adjustments)

- 162 Effective July 1, 1975, all Regular Medical Social Workers will be covered under the provisions of the Kaiser-Permanente Employee's Pension Plan as revised effective July 1, 1971 and July 1, 1974 and will also receive the same improvements negotiated with the Hospital and Institutional Worker's Union, Local 250, to be effective July 1, 1975.
- 163 For purposes of determining benefits, Medical Social Workers will receive service credit for all continuous and unbroken employment since July 1, 1975 on a work schedule of at least twenty (20) hours per week with the Employer, excluding all periods of leave of absence, except that any employee hired after January 1, 1972 will receive service credit from such earlier date of employment.
- 164 In addition to service utilized to determine benefits, Medical Social Workers will receive service credit for all continuous and unbroken employment prior to July 1, 1975 for purposes of determining eligibility for deferred vested or early retirement benefits. Benefits under KPSRP and Plan B will be based upon credited service and compensation as of July 1, 1975. However, service subsequent to that date may be used to satisfy service requirements for vesting and early retirement. In no case will an employee be eligible for both Disability Retirement and Long-Term Disability.

Effective November 1, 1978:

- 165 A. Substitute a "Final Average Pay" plan for the present "Career Average" plan for employees retiring under the Normal, Disability and Early Retirement provisions on or after November 1, 1978.
1. Final average compensation is the monthly average of an employee's base wages over the highest sixty (60) consecutive months of employment within the last 120 months of employment.
- The month immediately before a month(s) in which the employee had no compensation hours of employment and the month immediately after such a period are considered to be consecutive months of employment.
- Lump-sum payments received in December 1986 by Medical Social Workers with vested rights under K-PEPP shall be included in calculations in "Final Average Pay."
2. Normal Monthly Retirement income shall be **1.45%** of final average pay multiplied by years and months of credited service, with no integration with Social Security.

3. Any calendar year in which an employee receives pay for 1000 or more hours is a year of service, which is used to determine eligibility for vesting and early retirement.
4. Any calendar year in which a Regular employee receives pay for 2000 hours or more is a full year of credited service which is used to determine benefits. Partial years of credited service are counted for calendar years in which a Regular employee receives pay for less than 2000 hours. In addition, any calendar year during which a Short-Hour, Temporary or Casual employee works one-thousand (1000) or more hours will be counted toward credited service. Final Average Monthly Compensation for Short-Hour, Temporary and Casual employees shall be calculated by reducing the employee's contractual pay rate by the amount of pay in lieu of benefits.

166 If benefits accrued prior to November 1, 1978 exceed benefits as calculated by the final average plan for the same period, retirement income shall be the higher of the two benefit amounts for the period prior to November 1, 1978 plus benefits calculated under the Final Average Plan for service on and after 11/1/78.

167 The plan shall provide a Pre-Retirement Survivor Annuity to employees who elect this option. For eligible employees who elect this option, and who survive to retirement, the amount of their pension benefits will be reduced by one-half (½) percent for each year the Pre-Retirement survivor option is in effect.

168 If for any reason applicable federal and state laws (e.g. ERISA and the tax laws and regulations governing qualified retirement plans) deem this paragraph or the implementation of this paragraph to constitute a full or partial termination of the Kaiser-Permanente Employees Pension Plan, the provisions of this paragraph shall be void and shall have no further force or effect, and the collective bargaining agreement shall be deemed opened for negotiations on the sole subject of pensions or retirement.

169 Effective January 1, 1988, the Employer will provide an employee contribution tax savings retirement plan for all Regular Medical Social Workers. Details of the plan will be announced by the Employer on or before June 1, 1987.

ARTICLE XXII – PROFESSIONAL STANDARDS AND ISSUES COMMITTEE
(Letter of Agreement 08/2005)

170 **In order to facilitate the convening of the Professional Standards and Issues Committee (as defined in Article XXII of the Collective Bargaining Agreement), the Union and Management will designate members that represent the Medical Social Worker practice environment to include the Hospital; Home Health; Hospice and the Clinics. The committee will be co-chaired by a representative of management of the union. Members for this committee shall be named by the end of calendar year 2005 and will begin meeting during the First Quarter of calendar year 2006.**

- 171 **The initial work of the committee will be to explore the possibilities of establishing a Career Ladder/Career Path for Medical Social Workers; details and process of work as relief in a higher classification and graduate and clinical supervision.**
- 172 **The committee will meet monthly for the first year. Management will provide administrative support (scribe) and outside facilitation. The first order of business will be the production of a Charter and Mission Statement.**
- 173 **Monthly reports will be produced and distributed to members; Union and Management Leadership and Labor Relations.**

ARTICLE XXIII – EDUCATIONAL OPPORTUNITIES

- 174 Opportunities for exposure to programs within the facility of professional educational interest relevant to the provision of social service at the facility vary in frequency, content and format. The Employer will use its best efforts to accommodate Medical Social Worker's attendance at such programs sponsored outside the Social Services Department, and to provide opportunities for learning experiences within the department.
- 175 Professional educational opportunities are a pertinent subject for discussion by the Professional Standards and Issues Committee.
- 176 Staff meetings focused on the mechanics of departmental business and other routine business are not to be considered as professional education for the purposes of this Article.

ARTICLE XXIV – UNION BUSINESS

Section 1 – Union Staff Representatives (SEIU Master Agreement)

- 177 **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.**
- 178 **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.**
- 179 **Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.**
- 180 **When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.**

181 **Union Staff Representatives may confer with an employee and/or his/her 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 2 – Union Shop Stewards (SEIU Master Agreement)

182 **Periodically, the Union will notify the Employer in writing the names of duly authorized Union Shop Stewards.**

183 **The Employer agrees that there will be no discrimination against the Shop Steward because of Union activity.**

184 **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 3 – Work Stoppages

185 **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 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.**

186 **All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.**

ARTICLE XXV – GRIEVANCE AND ARBITRATION PROCEDURE **(SEIU Master Agreement)**

Section 1 – Discipline and Discharge

187 **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.**

188 **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.**

- 189 It is the Employer's intent normally to make use of progressive discipline in accordance with established practices and policy.
- 190 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 statements used by the Employer as a basis for the disciplinary action.
- 191 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.
- 192 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 when 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 2 – General Principles

- 193 **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.
- 194 **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.
- 195 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.

- 196 **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.
- 197 **Written Grievance Documents.** All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.
- 198 **Non Precedent-Setting Settlements.** Grievance settlements or resolutions reached at Step One or Step 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.
- 199 **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.
- 200 **Union Staff Representatives.** Union staff representatives may participate at any level of the grievance procedure.
- 201 **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 3 – Steps of the Grievance and Arbitration Procedure

202 **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.

- 203 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.

204 **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 a 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.

205 **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.

206 **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 responses. 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.

207 **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. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.

208 **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.

209 **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 4 – Grievances Associated with the SEIU Master Agreement

210 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 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.

Section 5 – Performance Evaluations (SEIU Master Agreement)

- 211 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.
- 212 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.
- 213 Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee’s personnel file.
- 214 Performance evaluations shall not be grievable.

ARTICLE XXVI – CONFIDENTIALITY OF MEDICAL RECORDS
(SEIU Master Agreement)

- 215 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 1 – Conscientious Objection (SEIU Master Agreement)

- 216 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 XXVII – SAVINGS CLAUSE

- 217 If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America or any agency thereof, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVIII – JOINT PARTNERSHIP TRUST

218 **For details regarding the Joint Partnership Trust, please refer to the National Agreement, Section 1.**

ARTICLE XXIX – TERM OF AGREEMENT

219 Except as otherwise specifically provided, this Agreement shall be effective October 01, 2005 and shall continue in effect through the month, day and year specified in the National Agreement, Section 3; Scope of the Agreement, D. Duration, Renewal and Reopening and shall be automatically renewed from year to year thereafter, unless amended, modified, changed or terminated.

220 Either party wishing to change or terminate the Agreement must serve written notice of a desire to amend to the other party at least 90 days prior to the expiration date. Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party

KAISER FOUNDATION HOSPITALS

UNITED HEALTHCARE WORKERS-WEST
Medical Social Workers Chapter
Service Employees International Union

MARY ANN THODE
President, Kaiser Foundation Hospitals
Northern California

SAL ROSSELLI
UHW President

RICHARD J. HEAPHY
Sr. Labor Relations Consultant

LOIS MCKINNEY
Senior Field Representative

EDITH KLECKER
Director, Home Health & Hospice

DAVID SHAPIRO, MSW, PhD

TERRY SIMPSON-TUCKER
Assistant Administrator – Support Services

JOYCE HAYNES, LCSW

DEBRA BUSSEY
Service Area Director

DAVID FEURY, MSW

TERRI KELLY
Employee & Labor Relations Consultant

EMILY WU, MSW

APPENDIX A
WAGES – SIDE LETTER OF AGREEMENT

KAISER PERMANENTE AND S.E.I.U., LOCAL 535
MEDICAL SOCIAL WORKERS SETTLEMENT
JUNE 13, 1996

Kaiser Permanente Service Performance Pay Program

Lump-sum service performance payments will be made as follows to eligible employees based on service performance as rated by the Kaiser Permanente Health Plan Membership for the years 1996, 1997 and 1998:

Measurement Years: 1996, 1997 and 1998

Performance Targets	Points Improvement	Payout Percentage
Threshold	2	1.5%
Target	3	2.0%
Stretch	4	2.5%

1996 Special Adjustment

For 1996 only, Kaiser Permanente will pay the threshold performance payout of 1.5% following ratification of a new Collective Bargaining Agreement provided such agreement is ratified on or before June 28, 1996.

Should the 1996 points of improvement meet or exceed the target or stretch levels referenced above, the percent difference between the threshold payout and the target or stretch payout will be paid on the first pay period after April 1, 1997.

The payout percentage will be multiplied by the employee's total wage compensation for 1995. To be eligible for this special 1996 payout, employees must have earned \$4,500 in 1995.

Performance Measurement

The measurement instrument shall be the Kaiser Permanente Member and Patient Surveys for the following questions:

Thinking of your experiences in the past 12 months, how would you rate Kaiser Permanente on providing you with:

- Personal and responsive service
- Convenient and easy access

APPENDIX A
WAGES – SIDE LETTER OF AGREEMENT

The percent of "very good" and "excellent" response ratings to these questions shall determine the year-end score for the measurement year. Points of improvement shall be determined by subtracting the prior year's year-end score from the measurement year's year-end score.

Payment Formula

Eligible employees shall receive the percentage payout in accordance with the above schedule based upon the regional points of improvement. To determine the lump-sum payment, the payout percentage shall be multiplied by the employee's total wage compensation for the measurement year(s).

Eligible Employee

An eligible employee is an employee on the Kaiser Permanente payroll on March 1 following the measurement year and who has earned \$4,500 in the measurement year.

Payment Date

The first pay period after April 1 following the measurement year.

Kaiser Permanente Member and Patient Surveys

The Employer reserves the right to modify, add or delete questions on the surveys or to modify the computation for all questions except for the survey question of:

Thinking of your experiences in the past 12 months, how would you rate Kaiser Permanente on providing you with?

- Personal and responsive service
- Convenient and easy access

The administration of the surveys and survey processes shall be determined by Kaiser Permanente.

APPENDIX A
WAGES – SIDE LETTER OF AGREEMENT

DEFINITIONS

Measurement Instrument	The Kaiser Permanente Member and Patient Surveys year-end results.
Survey Questions	<ul style="list-style-type: none">▪ Personal and responsive service▪ Convenient and easy access
Response Ratings	Percent of responses within the categories of "very good" and "excellent" for the above two survey questions.
Measurement Year	January 1 - December 31, 1996 January 1 - December 31, 1997, and January 1 - December 31, 1998
Payment Date	The first pay period after April 1 following the measurement year.
Year-End Score	The response ratings for the years ending 1996, 1997, and 1998.
Points of Improvement	The amount by which the measurement year's year-end score exceeds the prior year's year-end score. Example: [Year-end 1996 score] - [Year-end 1995 score] = Points of improvement for 1996
Performance Targets	Designates the points of improvement at the end of the measurement year for the survey questions.
Performance Target Categories	Threshold Target Stretch
Payout Percentage Performance	The percent of lump-sum payment that corresponds to the targets.
Payment Formula	The payout percentage designated by the performance targets multiplied by an employee's total wage compensation for a measurement year.
Eligible Employee	An employee on the payroll as of March 1 following the measurement year and who has earned \$4,500 in the measurement year.

**APPENDIX B
WAGE STRUCTURES**

		October 2005							
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Fresno	023522	MEDICAL SOCIAL WORKER I	27.5251	28.7913	30.058	31.3365	32.6270	33.9053	
	023522	MEDICAL SOCIAL WORKER I	23.3963	24.4727	25.5493	26.6359	27.7330	28.8197	
	023523	MEDICAL SOCIAL WORKER II	28.7913	30.0580	31.3365	32.6270	33.9053	35.1723	36.4623
Fresno	023523	MEDICAL SOCIAL WORKER II	24.4727	25.5493	26.6359	27.7330	28.8197	29.8962	30.9930

		January 2006							
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years
Fresno	023522	MEDICAL SOCIAL WORKER I	24.3789	25.5006	26.6224	27.7546	28.8978	30.0301	
Fresno	023523	MEDICAL SOCIAL WORKER II	25.5006	26.6224	27.7546	28.8978	30.0301	31.1518	32.2947

		July 1, 2006																	
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years	After 10 Years	After 11 Years	After 12 Years	After 13 Years	After 14 Years	After 15 Years	
Bay Area	023522	MEDICAL SOCIAL WORKER I	28.6261	29.9430	31.2603	32.5900	33.9321	35.2615	36.2488										
Fresno	023522	MEDICAL SOCIAL WORKER I	25.3541	26.5206	27.6873	28.8648	30.0537	31.2313	32.1058	33.0048	33.9289								
Bay Area	023523	MEDICAL SOCIAL WORKER II	29.9430	31.2603	32.5900	33.9321	35.2615	36.5792	37.9208	38.9826	40.0741	41.1962							
Fresno	023523	MEDICAL SOCIAL WORKER II	26.5206	27.6873	28.8648	30.0537	31.2313	32.3979	33.5865	34.5269	35.4937	36.4875							

**APPENDIX B
WAGE STRUCTURES**

		October 2006														
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 8 Years	After 9 Years	After 15 Years				
Bay Area	023522	MEDICAL SOCIAL WORKER I	29.7711	31.1407	32.5107	33.8936	35.2894	36.6720	37.6988	38.7544	39.8395					
Fresno	023522	MEDICAL SOCIAL WORKER I	26.3683	27.5814	28.7948	30.0194	31.2558	32.4806	33.3900	34.3250	35.2861					
Bay Area	023523	MEDICAL SOCIAL WORKER II	31.1407	32.5107	33.8936	35.2894	36.6720	38.0424	39.4376	40.5419	41.6771	42.8440				
Fresno	023523	MEDICAL SOCIAL WORKER II	27.5814	28.7948	30.0194	31.2558	32.4806	33.6938	34.9300	35.9080	36.9134	37.9470				

		January 2007														
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 8 Years	After 9 Years	After 15 Years				
Fresno	023522	MEDICAL SOCIAL WORKER I	27.4758	28.7398	30.0042	31.2802	32.5685	33.8448	34.7924	35.7667	36.7681					
Fresno	023523	MEDICAL SOCIAL WORKER II	28.7398	30.0042	31.2802	32.5685	33.8448	35.1089	36.3971	37.4161	38.4638	39.5408				

		October 2007														
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 8 Years	After 9 Years	After 15 Years				
Bay Area	023522	MEDICAL SOCIAL WORKER I	30.9619	32.3863	33.8111	35.2493	36.7010	38.1389	39.2068	40.3046	41.4331					
Fresno	023522	MEDICAL SOCIAL WORKER I	28.5748	29.8894	31.2044	32.5314	33.8712	35.1986	36.1841	37.1974	38.2388					
Bay Area	023523	MEDICAL SOCIAL WORKER II	32.3863	33.8111	35.2493	36.7010	38.1389	39.5641	41.0151	42.1636	43.3442	44.5578				
Fresno	023523	MEDICAL SOCIAL WORKER II	29.8894	31.2044	32.5314	33.8712	35.1986	36.5133	37.8530	38.9127	40.0024	41.1224				

**APPENDIX B
WAGE STRUCTURES**

		January 2008																
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years	After 10 Years	After 11 Years	After 12 Years	After 13 Years	After 14 Years	After 15 Years
Fresno	023522	MEDICAL SOCIAL WORKER I	29.7464	31.1149	32.4838	33.8652	35.2599	36.6417	37.6676	38.7225	39.4050	40.5081	41.6425	42.8084	44.0000	45.2200	46.4200	47.6900
Fresno	023523	MEDICAL SOCIAL WORKER II	31.1149	32.4838	33.8652	35.2599	36.6417	38.0103	39.4050	40.5081	41.6425	42.8084	44.0000	45.2200	46.4200	47.6900	49.0000	50.3400

		July 2008																
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years	After 10 Years	After 11 Years	After 12 Years	After 13 Years	After 14 Years	After 15 Years
Fresno	023522	MEDICAL SOCIAL WORKER I	30.9619	32.3863	33.8111	35.2493	36.7010	38.1389	39.2068	40.3046	41.4331	42.5900	43.7700	44.9700	46.1900	47.4300	48.6900	49.9700
Fresno	023523	MEDICAL SOCIAL WORKER II	32.3863	33.8111	35.2493	36.7010	38.1389	39.5641	41.0151	42.1636	43.3442	44.5578	45.8000	47.0700	48.3600	49.6700	51.0000	52.3500

		October 2008																
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years	After 10 Years	After 11 Years	After 12 Years	After 13 Years	After 14 Years	After 15 Years
All	023522	MEDICAL SOCIAL WORKER I	31.8908	33.3579	34.8254	36.3068	37.8020	39.2831	40.3830	41.5137	42.6761	43.8600	45.0700	46.3000	47.5500	48.8200	50.1100	51.4200
All	023523	MEDICAL SOCIAL WORKER II	33.3579	34.8254	36.3068	37.8020	39.2831	40.7510	42.2456	43.4285	44.6445	45.8945	47.1700	48.4700	49.7900	51.1300	52.4900	53.8700

**APPENDIX B
WAGE STRUCTURES**

		October 2009																	
Structure	Job Code	Job Title	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years	After 10 Years	After 11 Years	After 12 Years	After 13 Years	After 14 Years	After 15 Years	
All	023522	MEDICAL SOCIAL WORKER I	32,8475	34,3586	35,8702	37,3960	38,9361	40,4616	41,5945	42,7591	43,5130	44,7314	45,9838	47,2713					
All	023523	MEDICAL SOCIAL WORKER II	34,3586	35,8702	37,3960	38,9361	40,4616	41,9735	43,5130	44,7314	45,9838	47,2713							

APPENDIX C
SHIFT DIFFERENTIAL LETTER

November 6, 1992

John Bowers
Representative
S.E.I.U. Local 535
661 27th Street
Oakland, CA 94612

Subject: Shift Differential (Medical Social Workers)

Dear Mr. Bowers:

At such time that the Employer decides to implement a night shift for Medical Social Workers (a shift of four (4) or more hours that commences at or after 10:00 p.m. but before 6:00 a.m.), the Employer will meet with the Union to discuss an appropriate shift differential rate.

Sincerely,

/s/ Sue Ostrom
Senior Labor Relations Representative

so/lk

cc: P. Gardner
J. Marshall
K. Dale

APPENDIX D
PROFESSIONAL STANDARDS AND ISSUES COMMITTEE

In order to facilitate the convening of the Professional Standards and Issues Committee (as defined in Article XXII of the Collective Bargaining Agreement), the Union and Management will designate members that represent the Medical Social Worker practice environment to include the Hospital; Home Health; Hospice and the Clinics. The committee will be co-chaired by a representative of management and a representative of the union. Members for this committee shall be named by the end of calendar year 2005 and will begin meeting during the 1st quarter of calendar 2006.

The initial work of the committee will be to the possibilities of establishing a Career Ladder/Career Path for MSW's; details and process of work as relief in a higher classification and graduate and clinical supervision.

The committee will meet monthly for the 1st (first) year. Management will provide administrative support (scribe) and outside facilitation. The first order of business will be the production of a Charter and Mission Statement.

Monthly reports will be produced and distributed to members; Union and Management Leadership and Labor Relations.

<u>/s/ Lois McKinney</u>	<u>9/14/2005</u>	<u>/s/ Richard J. Heaphy</u>	<u>9/14/2005</u>
Sr. Field Representative		Sr. Labor Relations Consultant	
Local 535		Kaiser Foundation Hospitals	

**ADDENDUM to Side Letter of Agreement – Professional Standards
August 4, 2006**

The parties agree and understand that they are authorized to negotiate and establish criteria for the development of a new level within the bargaining unit, i.e. Medical Social Worker III.

At the conclusion of the negotiation, the information, packet and criteria will be forwarded to Total Compensation Department for Analysis and Salary Survey collection.

Subsequent to Total Compensation analysis, the parties will meet to negotiate an appropriate rate structure for the new level.

<u>/s/ Richard J. Heaphy</u>	<u>8/4/2006</u>	<u>/s/ Lois McKinney</u>	<u>8/4/2006</u>
------------------------------	-----------------	--------------------------	-----------------

APPENDIX E
STEWARD TIME AND TRAINING SIDE LETTER OF AGREEMENT

Based on the National Agreement between the Coalition of Kaiser Permanente Unions and Kaiser Permanente, SEIU UHW, Medical Social Workers Chapter will be provided eight (8) hours per month for stewards to participate in training and development. Stewards that attend the training on a regularly scheduled day of work shall receive up to the amount of wages that he/she would regularly receive. The employer and the Union recognize that principle that there shall be no loss of wages for Partnership activities.

/s/ Lois McKinney 9/14/2005

**Sr. Field Representative
Local 535**

/s/ Richard J. Heaphy 9/14/2005

**Sr. Labor Relations Consultant
Kaiser Foundation Hospitals**

APPENDIX F
ECONOMICS SIDE LETTER OF AGREEMENT

The parties mutually agree to delete all references to AFL-CIO in our Collective Bargaining Agreement and replace such references with SEIU.

/s/ Lois McKinney 9/14/2005
Sr. Field Representative
SEIU Local 535

/s/ Richard J. Heaphy 9/14/2005
Sr. Labor Relations Consultant
Kaiser Foundation Hospitals

APPENDIX G
POST-BARGAINING ACTIVITIES

The parties agree to meet on December 13, 2005 to discuss issues relating to Recruitment and Retention of Medical Social Workers; Longevity Step assignments; On-Call/Standby procedures. (See Appendix E, dated October 19, 1992).

This meeting does not constitute a re-opening of our Collective Bargaining Agreement.

/s/ Lois McKinney 9/14/2005

**Sr. Field Representative
SEIU Local 535**

/s/ Richard J. Heaphy 9/14/2005

**Sr. Labor Relations Consultant
Kaiser Foundation Hospitals**

ATTACHMENT 1

Union	Employer	Covered Bargaining Units/Recognition/Scope
SEIU-UHW-WEST (North)	Kaiser Foundation Hospitals; Kaiser Foundation Health Plan; The Permanente Medical Group	<p>KPPACC (Para. 9, 11, 16) Appendix A Registered Dietitians (para. 3, 5, 7) Appendix B & C 250 (Para.5, 7, 14) Appendix B & D</p> <p>The Employer recognizes the Union as the exclusive bargaining agency of the Employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work, and working conditions.</p> <p>Excluded: RN's, Supervisors, Confidential Employees, Stationary Engineers</p> <p>Scope: Employees in classifications covered by this Agreement in any new facility in California north of the Tehachapi line; provided, however, that the Master Agreement Provisions dealing with wages and benefits covering the Employees of such new facilities shall not apply and such matters shall be subject to negotiations between the Employer and the Union.</p>
SEIU-UHW-WEST (South)	Kaiser Foundation Hospitals; Kaiser Foundation Health Plan, Southern California Permanente Medical Group	<p>399 (Para. 202, 302, 303) Appendix A & B</p> <p>The Employer recognizes the Union as the exclusive bargaining agent of the Employees covered by the Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions</p> <p>Scope: The term "Employee" or "Employees" as and whenever used in this Agreement, shall mean and include all Employees of the Employer at the medical offices, hospitals, and business offices of the Employer located in Los Angeles and Orange Counties in the State of California, but specifically excluding Medical Doctors, Registered Nurses, Registered Pharmacists, Optometrists, Pharmacy Cashiers, Supervisory Employees, and Confidential Secretaries at the Employer's facilities in the counties above specified.</p> <p>In the event the Employer's signatory to this Agreement establishes or operates any medical office in Ventura County which serves as a satellite medical office to an existing Medical Center in Los Angeles County, Employees represented and covered by this Agreement who are transferred to said facilities shall continue to be represented by Local 399, and wages, terms and conditions of the Agreement shall apply to them, for the classifications set forth in the Agreement. In addition, future Employees hired by the Employer to work at the above satellite medical office(s) shall be required to meet the Union membership requirements as set forth in Paragraph 306. It should also be noted that Employees in the classification of Physical Therapists, Speech Therapists, and Occupational Therapists shall not be required to become members of the Union as a condition of continued employment; however, such Therapists who have become or shall hereafter become members of the Union shall be required to maintain membership in the Union hereafter as a condition of continued employment.</p>
SEIU-535-Social Services Los Angeles	Southern California Permanente Medical Group	<p>Get NLRB Case #31 RC 3311 (Para. 102) Appendix A & B</p> <p>The Employer recognizes Social Services Union Local 535, SEIU as the</p>

ATTACHMENT 1

<u>Union</u>	<u>Employer</u>	<u>Covered Bargaining Units/Recognition/Scope</u>
SEIU-535-Integrated Behavioral Health Northern California	The Permanente Medical Group	<p>exclusive bargaining agent with respect to wages, hours, and working conditions for all Employees in classifications shown in Appendix A & B of this Agreement and within the Southern California Permanente Medical Care Program certified by the National Labor Relations Board in Case #31 RC-3311</p> <p>Get copy of card count agreement.</p> <p>Article II</p> <p>Pursuant to the Card Count Agreement, dated December 21, 1998 the Employer recognizes SEIU 535 as the exclusive bargaining agent for all non-supervisory staff Neuropsychologists, Psychologists, Behavioral Medicine Specialists-Psychologists, Behavioral Medicine-Licensed Clinical Social Workers, Licensed Clinical Social Workers, Marriage and Family Therapists and Chemical Dependency Counselors II & I, Psychiatric Social Worker Assistants and Psychological Assistants who perform clinical work and provide patient care in the Northern California Region. Excluded are Psychologists, Chemical Dependency Counselors, Licensed Clinical Social Workers and Marriage and Family Therapists who work in supervisory, administrative and/or research capacities or function as Chiefs, Division Chiefs, Coordinators, Sub-Regional Chiefs/Coordinators, students and volunteers.</p> <p>NOTE: Several discussions resulting in side letters have taken place between the parties. Check Side Letters for changes to job title changes: (Non-supervisory Staff Neuropsychologists, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists, Chemical Dependency Counselors I & II, Psychiatric Social Worker Assistants, Psychological Assistants, MFT Assistants (MFTI), and Unlicensed Case Managers in Northern California Region.)</p>
SEIU-535-Social Services San Diego	Kaiser Foundation Hospitals and Southern California Permanent Medical Group	<p>Para. 101</p> <p>Get NLRB Board Certification #21 RC-19410</p> <p>Kaiser Foundation Hospitals and Southern California Permanente Medical Group (hereinafter referred to as "the Employer" recognizes Social Services Union, Local 535 of the SEIU (hereinafter referred to as "the Union") as the sole and exclusive bargaining agent for covered Employees pursuant to National Labor Relations Board Certification #21 RC-19410</p>
SEIU-535-Medical Social Workers Northern California	Kaiser Foundation Hospitals, The Permanente Medical Group	<p>Para. 2 & 3</p> <p>The Employer recognizes the Union as the exclusive bargaining agency of the Employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and working conditions.</p> <p>Scope: This Master Agreement covers all Medical Social Workers employed by the Employer in covered positions. Excluded from this agreement is a Medical Social Worker assigned to be Director of Social</p>

ATTACHMENT 1

<u>Union</u>	<u>Employer</u>	<u>Covered Bargaining Units/Recognition/Scope</u>
SEIU-535-American Federation of Nurses Los Angeles	Kaiser Foundation Hospitals, Los Angeles Medical Center	<p>Services at any of the Employer's facilities or to whom the Employer has given authority to hire, promote, discipline, discharge, or otherwise change status or effectively recommend such action.</p> <p>Get NLRB certification # 31-CA-2984</p> <p>Para. 101</p> <p>The Employer recognizes the Union as the sole and exclusive bargaining agent for all inpatient Registered Nurses employed by Kaiser Foundation Hospital, Los Angeles Medical Center, with respect to wages, hours and working conditions in accordance with the certification issued by the NLRB on April 19, 1976, in Case 31-CA-2984 and for all Home Health and Hospice Registered Nurses employed by Kaiser Foundation Hospital, Los Angeles Medical Center.</p>
SEIU-535-Optical Workers Northern California	The Permanente Medical Group	<p>Get Letters of Agreement Para. 30,</p> <p>The Employer recognizes the SEIU, Local 535 Optical Workers Unit as sole collective bargaining agent for Employees working in the classifications as set forth in Section 1.</p> <p>Section 1. This Agreement covers Benchpersons, Optical Dispensers, Surface Grinders, Prescription Stock Clerks, Inspectors, Utility Optical Workers, Optical Services Assistants, Working Foremen, Lead Optical Dispensers, Lead Prescription Stock Clerks and Special Optical Workers, Contact Lens Assistants, Contact Lens Trainees, Contact Lens Fitters, and Optical Equipment Maintenance Technicians, Senior Prescription Stock Clerks but excludes Branch Managers (as outlined in a Letter of Agreement dated January 20, 1984 and December 1, 1986</p>
SEIU-535- Southern California Healthcare Professionals Southern California	Southern California Permanente Medical Group	<p>Audiologists, Dietitians, Health Educators, Speech Pathologists</p>
SEIU-105 Colorado	Kaiser Foundation Health Plan of Colorado	<p>Get NLRB Certification #27 RC 4420 Article 2, 3, Section 1</p> <p>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.</p> <p>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. This Agreement covers Employees in classifications covered by this Agreement in any new facility.</p>

ATTACHMENT 1

<u>Union</u>	<u>Employer</u>	<u>Covered Bargaining Units/Recognition/Scope</u>
SEIU-49 Oregon/Washington	Kaiser Foundation Health Plan of the Northwest Kaiser Foundation Hospitals	<p>Articles 2.1, 2.2</p> <p>The Employer recognizes the Union as the exclusive bargaining agent of the Employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and working conditions.</p> <p>Scope: the term "Employee" or "Employees" as and whenever used in this Agreement shall mean and include Employees of the Employer employed in the classifications set forth in Schedule A attached hereto at the Employer's Kaiser Permanente facilities, including but not limited to facilities located in Multnomah, Clackamas, Washington and Marion Counties in the State of Oregon, Clark County and Cowlitz County in the State of Washington. This Agreement shall also apply to Employees performing work in the classifications set forth in Schedule A as appropriate in any new facility operated by the Employer.</p> <p>See also Exclusions: 2.3, 2.4 Schedule A</p>

NOTE: This document is intended to reflect existing bargaining units without change except for Local 250, Local 399, now United Healthcare Workers West and Local 535 SD and LA, now SCAL Psycho-Social.