

Agreement Between



KAISER PERMANENTE®

Kaiser Foundation Hospitals

And



**Engineers and Scientists of California
Local 20, IFPTE AFL – CIO & CLC**

Covering

Home Health Therapists

October 31, 2019 – October 31, 2023

DRAFT

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AGREEMENT

This Agreement is made and entered into by and between The Kaiser Foundation Hospitals (the “Employer”) and Engineers and Scientists of California, Local 20, International Federation of Professional and Technical Engineers AFL-CIO (the “Union”).

1 ARTICLE I – RECOGNITION

2 Section 1 – Recognition

3 The Employer hereby recognizes the Union as the bargaining agent representing all non-supervisory Home Health Speech Therapists, Home Health Physical Therapists, and Home Health Occupational Therapists (“Therapists”) in Northern California as defined in NLRB Case Number 20-RC-209112 for the purpose of collective bargaining with respect to wage, hours and other conditions of employment. Excluded are all other employees, including supervisors, managers, directors, students, volunteers and TPMG Therapists.

4 Section 2 – Students/Volunteers

5 The Employer reserves the right to have students who are part of a training program and/or to utilize volunteers in the facilities to provide services to patients that may not otherwise be offered.

6 The Employer agrees that programs such as student training programs and volunteer 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.

7 Section 3 – Supervisory Employees

8 The Employer recognizes the fact that only bona fide supervisory employees have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such actions, and it is not the Employer’s policy to establish jobs or job titles for the purpose of excluding such employees from the unit. Supervisory employees can do clinical work no more than 50% of their normal work week.

9 ARTICLE II – MANAGEMENT RIGHTS

10 The Union recognizes that there are rights which belong solely to the Employer unless specifically prohibited by the terms and conditions of this contract. Such rights are, but are not limited to, (1) the authority to determine the nature and scope of the services to be provided; (2) the manner in which such services shall be implemented; (3) the right to increase and decrease the work force and (4) to maintain specific professional standards and efficiency. The Employer in turn agrees that its right to transfer between facilities, select between employees for demotion or layoff or to discipline or discharge employees shall be exercised for just cause.

11 **ARTICLE III – UNION REPRESENTATION**

12 **Section 1 – Union Representatives**

13 Duly authorized Union Representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general hospital and clinic rules applicable to non-employees. The Employer agrees to recognize Employee Union Representatives duly appointed by the Union who may receive complaints and see that the terms and conditions of the Labor Agreement are observed, provided that such activity does not unduly interfere with the work assignments of the Employee Union Representatives or other employees. The Union will notify the Employer of the names and assignments of all duly appointed Employee Union Representatives.

14 Union Representatives shall be allowed access to appropriate materials in human resource files which are directly related to an alleged contract violation after the employee's written consent is presented to Human Resources. The Employer will not use any materials from human resource files for the purpose of discipline or in the grievance procedure which have been specifically denied the Union in a request for access.

15 Employees have the right to have a Union Steward or Union Representative present at meetings with supervisors or management representatives when such meetings are accusatory or disciplinary in nature. Furthermore, the Employer shall advise the employee in advance if a required meeting may result in suspension, discharge, or other discipline of the employee. Employees will receive a copy of any notice of disciplinary action placed in their human resource file.

16 **Section 2 – Union Shop Stewards**

17 The Union will notify the Employer in writing the names of duly authorized Union Shop Stewards as changes occur.

18 The Employer agrees that there will be no discrimination against Shop Stewards because of Union activity.

19 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.

20 **Section 3 – Union Bulletin Boards**

21 The Employer shall provide a bulletin board at each facility for posting notices of Union activities. A designated Union Representative shall be responsible for posting material submitted by the Union, a copy of which shall be furnished to the Home Health Director or her/his designee before posting.

22 **ARTICLE IV – UNION SECURITY**

23 **Section 1 – Union Membership**

24 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.

25 Employees are required hereunder to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required of members.

26 The Employer shall within thirty (30) days at the written request of the Union terminate any employee who does not fulfill her/his obligation under this section.

27 **Section 2 – Deduction and Remittance of Union Dues and Fees**

28 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.

29 The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with an electronic format supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

30 **Section 3 – LEAP Check Off**

31 Upon written notice from the Union and agreement on applicable fees, the Employer will honor assignment of wages to the Union’s Legislative Education Action Program (LEAP) 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.

32 **Section 4 – Employer Indemnification**

33 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.

34 **Section 5 – Notification**

35 Each month the Employer shall give the Union the names, addresses, employee number and classifications of all covered employees hired or terminated in the preceding month.

36 **ARTICLE V – COURTEOUS AND RESPONSIBLE RELATIONSHIPS**

37 The Union and the Employer, including all KP managers, supervisors, physicians, employees, and Union staff, agree:

- That ethical and fair treatment of one another is an integral part of providing high quality patient care;
- To treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work;
- To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty;
- To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provisions of opportunities for input into decisions when they impact people directly.

38 The Union and the Employer shall be responsible for improving communications among all levels of the organization and shall be accountable for modeling and implementing the commitments of this section.

39 **ARTICLE VI – SAFETY**

40 The Employer will comply with applicable Federal and California laws and regulations relating to Occupational Safety and Health. The Employer will promptly and thoroughly investigate any employee’s expressed concern regarding the safety or healthfulness of the work environment. While the Employer agrees it will comply with all applicable regulations, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to management and/or her/his designee. The Employer is expected to address safety issues unique to the physical structure/plant, practices of the work site and maintain its compliance through regular safety training.

41 **ARTICLE VII – NON – DISCRIMINATION**

42 The Employer and the Union agree there shall be no discrimination nor harassment, for or against any employee or applicant because of membership in the Union or lawful activities on its behalf and the Union agrees that covered employees shall be admitted to membership without discrimination. The Employer and the Union shall continue to apply the provisions of this agreement to all covered employees without regard to race, color, religious creed, national origin, age, sex, gender, sexual orientation, perceived sexual orientation, political affiliation, marital status, physical or mental disability, medical condition, disabled veterans and veterans of the Vietnam era as defined by the Federal and State laws.

43 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.

44 **ARTICLE VIII – PROFESSIONAL STANDARDS**

45 It is the policy of the Employer to provide quality care. In achieving this objective, duties will be assigned to fully qualified people as permissible within the scope of the laws and regulations of pertinent regulatory agencies.

46 Home Health Speech Therapists, Home Health Physical Therapists, and Home Health Occupational Therapists shall exercise their independent professional judgment in their practice within the scope of applicable laws and regulations and the National Code of Ethics under the APTA, AOTA, ASHA and Employer policies.

47 **ARTICLE IX – PERFORMANCE EVALUATIONS**

48 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.

49 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 as of receipt.

50 Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee’s personnel file.

51 Performance evaluations shall not be grievable.

52 **ARTICLE X – PROFESSIONAL PRACTICE COMMITTEE**

53 The Union and the Employer agree to pledge their best efforts in achieving the objective of the highest level of patient care and satisfaction through the performance of the Home Health Speech Therapists, Occupational Therapists and Physical Therapists. Therefore, the Local and Regional Professional Practice Committee (LPPC and RPPC) shall be utilized to discuss and implement recommendations involving professional practice issues.

54 **Section 1 – Local Committees**

55 The parties will develop a committee to address professional practice issues including but not limited to scheduling, access, service, quality, patient needs, and business imperatives. The committee shall be named the Local Professional Practice Committee (LPPC). The LPPCs are empowered to implement decisions regarding all aspects of Therapist professional practice which fall within the policies of The Kaiser Foundation, Inc. and/or other governing bodies or documents. There shall be LPPCs with one Therapist in each discipline (recognizing that there may not be sufficient Speech Therapists to provide an ST member on all LPPCs), structured in such a way as to ensure each Branch has a member on the LPPC.

- 56 Participants in the LPPC will be provided training in Interest Based Problem Solving (IBPS) under the auspices of the Federal Mediation and Conciliation Service (FMCS). Decisions made by the LPPC will be made by consensus. The LPPC should send a summary of decisions made to the RPPC in order to share successful practices.
- 57 The LPPC will include the Home Health Director, and the number of Therapists indicated in paragraph 55, above. The committee may agree to invite other parties as necessary. Each Home Health Director will not be required to establish more than one LPPC within their area of responsibility.
- 58 Meetings should be scheduled four times a year with the final meeting in each year used to schedule meetings in advance for the following year. The committee may schedule additional meetings as necessary. Meetings will be up to two hours during normal working hours but at the time which will not conflict with the routine business of the department and may be cancelled by mutual agreement of the co-Chairs. Members shall be afforded sufficient travel time, during normal work hours, to attend the meetings. All committee members will be responsible for attending all meetings. In the event the LPPC is unable to reach consensus, the committee may request assistance with issue resolution by an outside party, e.g. the Regional Professional Practice Committee (RPPC), or other Labor Management Consultants. Items may concurrently be addressed at both regional and/or local committees. The LPPC will be responsible to inform local staff of its purpose and decisions.
- 59 Matters that cannot be resolved at the LPPC may be referred to the RPPC after the parties have utilized the Issue Resolution procedure established for this purpose by the RPPC.

60 **Section 2 – Regional Professional Practices Committee (RPPC)**

- 61 The parties recognize that the issues raised in the local professional practice committees at the facilities may be of interest to, and have impact upon, Home Health Therapist services throughout the region. Therefore, the parties establish a Regional Professional Practices Committee (RPPC) to: a) consider the professional practice of Home Health Therapy including its relationship to other professional disciplines within The Kaiser Foundation, Inc. and, b) work constructively for the improvement of patient care and Home Health Therapist practice. The committee shall meet at least quarterly or as needed.
- 62 The RPPC shall be composed of four (4) Home Health Speech Therapists, Occupational Therapists and Physical Therapists covered by this agreement and four (4) Employer representatives. The Employer's committee shall be composed of three (3) Home Health Therapy Directors or designee(s), and a Regional Home Health Manager. A quorum must be present and will be defined as six members (three from management and three from the bargaining unit). All decisions and/or recommendations shall be made using Interest Based Problem Solving (IBPS) techniques and consensus. Participants in the RPPC will be provided training in Interest Based Problem Solving (IBPS) under the auspices of the Federal Mediation and Conciliation Service (FMCS).

63 The RPPC shall review those issues referred by the Local Professional Practice Committee. In reviewing these issues, either party may request the presence of the Therapist who initiated it. Either party may also request the counsel of the Union Representative or a Management Labor Relations Representative. However, such counsel shall have no voting authority. The Regional Professional Practices Committee shall have full authority to direct resolution of the issue in dispute. In the event the RPPC is unable to reach consensus, the committee may request assistance with issue resolution by an outside party, e.g. FMCS, or other labor management consultants. The RPPC should send a summary of decisions made to the LPPC in order to share successful practices.

64 **Section 3 – Dispute Resolution Process**

65 The Local and Regional Committees shall exclude from its consideration discussions of grievances or any matters involving the interpretation of the collective bargaining agreement. Furthermore, both committees' recommendations shall be of an advisory nature not binding on either party. The dispute resolution procedure set forth in Article XXIX shall not be applicable to the provisions of this Article.

66 **ARTICLE XI – SENIORITY**

67 Seniority shall be based on the number of years of continuous service as a Speech Therapist, Occupational Therapist or Physical Therapist with the Northern California Region of Kaiser. The order of seniority shall be applied in the following manner: all regular full and part-time employees then any Short-Hour/Temporary/Per Diem employees.

68 For all members/employees currently in the bargaining unit on the date of ratification, seniority will be defined as most recent date of hire in any Therapist Department in the Northern California Region of Kaiser.

69 Seniority will be used for the purposes of lay-offs or reductions in force. Seniority, by local agreement, can be used for purposes deemed appropriate.

70 Breaking a Seniority Tie

71 If two employees have the same seniority date, the following method shall be implemented for breaking any seniority ties: use the last four (4) digits of the employee's social security number, with the lower number being considered the more senior employee.

72 **ARTICLE XII – POSTING AND FILLING POSITIONS**

73 Therapist vacancies shall be posted electronically within the branch in which they occur for one (1) work day. If the position is not filled from within the branch, it shall be posted electronically in a manner available to all employees in the bargaining unit for five (5) working days. Vacancies shall be posted externally at the same time. The Union shall be notified weekly of all therapist openings and may recommend applicants to the Employer.

74 In filling any vacancy, all qualified therapists within the bargaining unit shall be given preference over outside applicants provided merit and ability are adequate. As between therapists in the bargaining unit where merit and ability are adequate, seniority shall govern. Candidates shall be considered based on the applicable criteria such as: education, experience, work record, disciplinary record, Kaiser Permanente experience, specialty, special skills, references, diversity, and board certification. The bargaining unit shall have the right to designate one staff member for the interview team. The interview selection process shall not be unduly delayed. Final candidate selection decision lies solely with the manager or her/his designee. If the applicant is not selected, the Employer will notify the Union of the reason, upon request.

75 Requests for transfers to other locations will be submitted through the electronic bidding system. Such requestor shall be given preference over outside applicants in filling any vacancy for which the requestor is qualified. The Employer will provide to the Union in accordance with mutually agreed procedures, copies of requests for transfer at the time they are processed, upon request.

76 **ARTICLE XIII – PROBATIONARY EMPLOYEES**

77 New Hires

78 Newly hired employees, including those hired after a break in continuous service, and those who transfer from another represented or unrepresented employee group, or region, will serve a probationary period. The probationary period for employees regularly scheduled for 20 hours or more shall be 90 calendar days. The probationary period for employees regularly scheduled for fewer than 20 hours shall be 520 hours or 90 calendar days, whichever occurs later.

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

80 The probationary period may be extended only by mutual agreement between the Employer, the Employee, and the Union.

81 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.

82 Within the probationary period, transfers shall be limited to status or shift changes within the medical center and department. Transfers between Home Health agencies and/or branches within a probationary period may be considered on a case by case basis. In such circumstances, a new probationary period will begin at the new location.

83 Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of three months. In no case shall an employee be required to serve more than one probationary period except as indicated above.

84 **ARTICLE XIV – RETURN FROM SEPARATION**

85 When an employee leaves employment covered under this bargaining agreement, her/his accrued Union seniority shall be frozen. If the employee returns into a classification covered under this agreement within two (2) years of separation, (s)he shall resume seniority from the amount of time accrued at the time of the previous separation regardless of the reasons for leaving the bargaining unit, i.e., layoff, promotion, etc.

86 **ARTICLE XV – PAID TIME OFF**

87 Regular full-time Home Health Speech Therapists, Home Health Physical Therapists, and Home Health Occupational Therapists may accrue up to a maximum of 500 PTO hours in accordance with the schedule below (pro-rated for regular part-time employees based on scheduled hours):

Years of Continuous Service	Hours Per Month	Days Per Year
1 year	12.67	19.00
2-4 years	16.00	24.00
5-9 years	19.34	29.00
10 years or more	22.67	34.00

88 Extended Sick Leave (ESL) accrual

89 Regular full-time employees accrue six ESL days per year (pro-rated for regular part-time employees based on scheduled hours). There is no limit on the number of hours a Home Health Speech Therapist, Home Health Physical Therapist, or Home Health Occupational Therapist may have in their ESL Bank.

90 For purposes of accrual of PTO and ESL, Years of Service shall mean all years of continuous employment regardless of the Kaiser entity (i.e. TPMG or KFH).

91 **ARTICLE XVI – BEREAVEMENT LEAVE**

92 Effective the first day of the month following eligibility, all health and welfare benefit-eligible employees are eligible for bereavement leave.

93 Employees shall be granted up to three (3) days paid bereavement leave upon the death of their:

- Spouse/Domestic Partner
- Parent/Step Parent/Parent In-Law/Step Parent In-Law/In Loco Parentis
- Child/Step Child/Legal Ward/Foster Child/Adopted Child
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law
- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent
- Grandchildren/Step Grandchildren
- Relative living in same household as the employee

- 94 Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more to attend funeral or memorial services.
- 95 The Employer may require the employee to provide verification of the deceased's relationship to the employee, documentation of attendance at the funeral/memorial service, or documentation of its location and date.
- 96 Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.
- 97 If an employee is on PTO and a death occurs in the employee's immediate family, the employee may convert such PTO time to bereavement leave, provided however:
- 98 1. The employee requests such conversion in writing on a form designated by the Employer within five (5) working days upon return from scheduled PTO.
- 99 2. The form shall in part require the following information:
- a) Name and relationship of deceased immediate family member.
 - b) Date of death and appropriate recording entity within the county and state in which the death occurred.
 - c) Dates of PTO days to be converted to bereavement leave.

100 **ARTICLE XVII – JURY DUTY**

- 101 Benefited employees required to report for jury services shall be eligible for jury duty pay equal to the number of hours regularly scheduled on the day in jury service. There will be no collection of jury duty pay provided by the courts. The Employer may require the employee to provide proof of jury service.
- 102 On any day of jury service in which an employee is excused entirely or in sufficient time to permit her/him to return to work for a minimum of one-half (1/2) her/his scheduled workday, (s)he shall be required to do so.

103 **ARTICLE XVIII – EDUCATION LEAVE**

- 104 After completion of one (1) full year of service, full-time employees shall begin to earn paid education leave at the rate of forty (40) hours per year accumulative to a maximum of one hundred sixty (160) hours. A regular part-time employee working more than forty (40) hours but less than eighty (80) hours in a bi-weekly pay period accumulates education leave on a prorated basis determined by her/his regularly scheduled hours of work. Educational programs must be job related.
- 105 Education leave must be approved in advance by management or her/his designee. Requests for such leave shall be made in writing setting forth the details of the program, i.e., dates, hours, subject, facility and purpose. Employees must furnish evidence of attendance to the Employer immediately following completion of the course/program. Education leave taken on other than scheduled work days will be paid at straight time or the employee may take a day off as education leave within 30 days thereafter.

106 For education programs that last four (4) hours or more on a normally scheduled workday, the employee shall receive paid education leave equal to her/his regular scheduled hours for that day. For educational programs that are less than four (4) hours on a normally scheduled workday, the employee shall receive paid leave equal to the actual hours of the educational program and return to work for the remainder of her/his scheduled workday. If an employee does not report back to work, then additional scheduled hours not spent in attendance of the educational program will be paid from the employee's PTO bank. Other than as noted above, the employee shall not receive pay in excess of her/his regular schedule.

107 Education leave can be used for approved home study courses. An employee may use education leave hours for the total number of educational units awarded.

108 Education leave shall not count as time worked for the purpose of determining eligibility for overtime.

109 **ARTICLE XIX – HEALTH & WELFARE BENEFITS**

110 IFPTE Local 20 – Home Health, has become a participating Union in the Coalition of Kaiser Permanente Unions and a party to the National Coalition Agreement (the "Agreement"). The Agreement shall apply to members of IFPTE Local 20 - Home Health and IFPTE Local 20 Home Health is now subject to the terms and provisions of the Agreement effective January 1, 2021. This includes provisions in sections, 1 and 2.B., and benefits including but not limited to:

- Parent Coverage (2.B.1.c)
- Health Spending Account (2.B.1.d)
- Benefits by Design Voluntary Programs (2.B.3.i)
- Survivor Assistance (2.B.3.b)
- Dependent Care Spending Account (2.B.3.a)
- Workers' Compensation Leaves of Absence (2.B.3.c)
- Tuition Reimbursement (1.D.3.c)

111 **ARTICLE XX – INSURANCE BENEFITS**

112 **Effective Date**

113 Beginning January 1, 2021, insurance benefits for a Regular Employee and her/his dependents shall become effective the first of the month following or coinciding with the date the employee becomes a Regular Employee.

114 **Eligible Dependents**

115 Eligible dependents shall include spouse, domestic partner, unmarried children up to age twenty- six (26), disabled dependents who became disabled prior to age twenty- six (26), legally adopted children, children placed with the employee for adoption, you or your spouse or your domestic partner's grandchild who meets grandchild eligibility and age requirement, and for other persons under the age limits for whom the employee is the court appointed guardian and chief support.

116 Medical Benefits for Active Employees

117 Effective January 1, 2021 the medical coverage available to Regular Employees will change to the bargained medical plan for Northern California Unions in accordance with 2019 National Coalition bargaining.

118 Dental Plan

119 The Employer will provide a dental plan for eligible Employees and eligible dependents with an annual benefit maximum of \$1,500, and a lifetime maximum for child orthodontia of \$1,500.

120 Life Insurance

121 Effective January 1, 2021, the Employer will, at its expense, provide each eligible Employee with a fifty thousand dollar (\$50,000) Group Life Insurance policy and five thousand dollar (\$5,000) Accidental Death and Dismemberment coverage.

122 Effective January 1, 2021, the Employer will provide for employees the option to purchase an additional fourteen thousand dollars (\$14,000) worth of life insurance. This fourteen thousand dollars (\$14,000) includes six thousand five hundred dollars (\$6,500) Accidental Death and Dismemberment coverage.

123 Short/Long Term Disability Insurance:

124 Effective January 1, 2021, Short Term Disability Insurance shall be provided to Regular Employees with less than two (2) years of employment. This benefit shall provide 50% income replacement for a duration up to one (1) year.

125 Effective January 1, 2021, Long Term Disability Insurance shall be provided to Regular Employees with two (2) or more years of service. This benefit shall provide 50% income replacement for a duration up to five (5) years.

126 **ARTICLE XXI – HOME HEALTH STAFFING/WORKLOAD**

127 The establishment and implementation of productivity is essential to providing quality care, identifying staff needs, researching quality issues and ensuring workload equity for therapist that work in Home Health agencies. The following grid summarizes the various levels of service provided by Home Health Therapist and the acuity levels associated with each level of service.

128

TIME	VISIT TYPE	DESCRIPTION
0.25	Documentation	PTA supervision
0.5	Telephone discharges Hospital transfers Missed / attempted visits	OASIS or non-OASIS DC or transfers, Telephone DC Patient not home, in hospital, not available
1.5	Revisit	
1.75	Discipline DC Agency DC non-OASIS	
2.0	Agency DC with OASIS	

2.25	Agency Recert non-OASIS Agency ROC non-OASIS Discipline Recert non-OASIS Discipline ROC	
2.5	Discipline Eval Agency Recert with OASIS Agency ROC with OASIS	
2.75	Discipline Eval (one time only)	
3.5	SOC non-OASIS	
3.5	SOC one time only (no OASIS)	
4.0	SOC OASIS	
ROUTINE VISIT COMPONENTS Assessment / teaching Vitals Medication reconciliation Therapeutic exercises Home exercise development ADL training with or without dementia Swallowing training Communication training Gait and functional mobility training Safety assessment / fall prevention Balance training Caregiver training Team and doctor communication NOMNC letters Cognitive retraining Adaptive equipment Staple Removal		ROUTINE VISIT DIAGNOSES ERAS Weakness / falls General orthopedics CABG / CAD CHF/COPD, DM, CVA (stable) Dementia
COMPLEX VISIT COMPONENTS – add 0.25 Psychosocial complexities Language line / interpreter Oxygen management with SOC Augmentative communication training Complex dysphagia treatment Tracheotomy treatments Speech and swallow treatment on same patient Pediatric cases Hospice evaluations Working with ALF/RCFE (staff, documentation) HHA care plan Unfamiliar Patient Revisit *Unfamiliar Patient Resumption/Recert (0.5)		COMPLEX VISIT DIAGNOSES Neurological disorder with active symptom management CHF, COPD, DM (unstable)
Discuss Concerns with Supervisor Shower training with caregivers		

Caregiver training for complex transfers Extra drive time and/or Extra drive distance Poly pharmacy/high risk meds Equipment ordering Unexpected wound issue Abnormal vital signs Medication issues Fall reporting Complex issues around missed visits Complexities greater than 15 min complexities or diagnoses	
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129 The above Predictive Guidelines are intended to establish common language for scheduling of patients and are to be a guide to staffing based on the projected needs of the patients, including documentation and 15 minutes of drive time. Not every scenario can be predicted, and when those scenarios arise, communication must take place between the therapist and the supervisor. There will be up to 1.5 hours per week of Case Management Time to be used at therapist’s discretion. The expectation is that an average of 38.5 hours of patient care be completed in each work week. Therapist will notify her/his supervisor prior to scheduling her/his Case Management Time.

130 The parties recognize that in order to meet the needs of patients, the Employer may, at its discretion, refer patients to outside providers. Nothing in this section limits the Employer’s existing right to maintain current levels of referrals to outside providers.

131 **ARTICLE XXII – PROFESSIONAL HOURS – EXEMPT EMPLOYEES**

132 **Section 1 – Professional Hours**

133 The parties recognize the professional nature of the work performed by the employees covered by this Agreement. While each full-time regular and full-time temporary employee will be scheduled to work eighty (80) hours per payroll period and part-time regular and part-time temporary employee’s will be scheduled to work based on pro-rated scheduled hours, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and variations in work load. All staff may build into their schedule an off-duty meal period. The scheduling of hours during the week shall be established by management or their designee. When consistent with the needs of the department, flexible schedules requested by staff may be authorized by management or their designee.

134 An employee shall be informed at time of hire as to her/his work schedule. It is understood that such schedule is subject to change in the interest of efficient operations. Due to the professional nature of the work, it is recognized that schedules may vary from the normal workweek, however, employees are expected to work the number of hours regularly scheduled each week.

135 If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal department operating schedules, and if such change is intended to last longer than three (3) months, the Employer shall notify the Union of said change. If so requested, the Employer shall meet and confer with the Union and attempt to reach mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned employees, however, it is understood that the right to establish such schedules rests with management or their designee.

136 When an employee's regular schedule or starting time is changed, the employee shall be advised as far in advance as possible. In such instances, and where feasible, seniority and employee preferences will be considered.

137 **Section 2 – Notice of Unscheduled Absence**

138 Employees who are required to be absent from work for any reason will provide their immediate supervisor or designated representative with reasonable notice of such unscheduled absences.

139 **Section 3 – Authorized Additional Hours**

140 This Article is intended to provide the basis for calculation of additional hours and shall not be construed as a guarantee of hours worked per day or per week or days of work per week.

141 Home Health Therapists shall be paid at the rate of one and one half times their straight-time hourly rate for all hours of work performed in excess of eighty (80) hours in any one bi-weekly payroll period.

142 Additional hours shall be assigned as follows:

1. Therapists who have volunteered for additional hours.
2. If no volunteers, additional hours will be assigned on a rotational basis in the reverse order of seniority.

143 **Section 4 – Weekend Shift Differential**

144 All employees who work a weekend shift of four (4) hours or more on Saturday or Sunday shall be paid a differential of seventy-five dollars (\$75) per shift above their regular rate of pay.

145 **ARTICLE XXIII – GUARANTEED SALARY GENERALLY**

146 Under existing law exempt employees must be paid on a salary basis. The parties desire to have regular and temporary full-time and part-time employees qualify as exempt and be paid on a salary basis, except for Short-Hour and Per Diem employees as described below in the Non-Exempt Employees Section of this Article.

147 **A. Exempt Employees**

148 **Section 1 – Workweek and Workday Defined**

149 The workweek is from Sunday 12:01 a.m. to Sunday 12:00 a.m. A work day is from 12:01 a.m. to 12:00 a.m.

150 **Section 2 - Scheduled Work Hours**

151 Salaries for full-time employees generally are based on a schedule of 80 hours per payroll period. Part-time employees will be regularly scheduled for some lesser number of hours per payroll period, and will be subject to the same rules and deductions set forth in this Agreement as a percentage of their guaranteed bi-weekly salary.

152 **Section 3 – Guaranteed Weekly Salary Generally**

153 An Employee will receive her/his full salary for any workweek in which (s)he performs any work, regardless of the number of days or hours worked, subject to the deductions that are permitted by state and federal law for salaried employees.

154 **Section 4 – Guaranteed Daily Salary Generally**

155 An Employee will receive an amount equal to the daily salary if (s)he works any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law that are set forth in this Agreement.

156 **Section 5 – Deductions for Full-Day Absences Generally**

157 As permitted by law, an Employee’s bi-weekly salary may be reduced by an amount equal to the daily salary (e.g., 1/10th of the guaranteed bi-weekly salary or 1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:

- Absence from work for one or more full days for personal reasons, other than sickness or disability
- Absence from work for one or more full days due to sickness or disability;
- Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA)

158 **Section 6 – Deductions for Partial-Day Absences**

159 In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive her/his guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may make deductions for partial day absences if no paid leave time is available.

160 **Section 7 – Paid Leave Bank as Salary Replacement**

161 An employee is considered as receiving her/his guaranteed compensation without deduction if management substitutes or reduces accrued PTO/ESL (individually and/or collectively referred to herein as the “paid leave bank”) for the time the employee is absent from work, as long as the employee receives payment of an amount equal to her/his guaranteed salary.

162 **Section 8 – Work Not Available**

163 No deductions from salary will be made for absences occasioned by the Employer or by the operating requirements of its business. If the exempt employee is ready, willing and able to work, deductions will not be made for time when work is not available if any work was performed in that work week.

164 **B. Absences for Employees with Paid Leave Bank – Exempt Employees**

165 **Section 1 – Full Week Absences**

166 In the event that an employee is absent from work for a full week on which (s)he was or would have been scheduled to work, the Employer will reduce the employee's paid leave bank in an amount equal to the number of hours that the employee was scheduled or regularly would have been scheduled to work during the missed week. For example:

167 An Employee is scheduled to work 48 hours during the first week of a payroll period and 32 hours during the second week of a payroll period. The Employee is approved to take a full week of vacation PTO during the first week of the payroll period, so the Employee does not perform any work during that week. The Employee works her/his regular schedule during the second week of the payroll period. The Employee will receive her/his full bi-weekly salary for the payroll period and Employer will deduct 48 hours from the Employee's paid leave bank for the full week absence during the first week of the payroll period.

168 **Section 2 – Full Day Absences**

169 In the event that an employee misses a full day of work, the Employer will reduce her/his paid leave bank by the number of hours that the employee was or regularly would have been scheduled to work. For example:

- An employee is scheduled to work 10 hours, but calls off before the shift due to illness. Employer will deduct 10 hours from the employee's paid leave bank.
- An Employee is scheduled to work 8 hours, but then asks to take a paid personal day off. The Employer will deduct 8 hours from the employee's paid leave bank.

170 **Section 3 – Partial Day Absences**

171 In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive her/his guaranteed salary for that day, and no deduction will be made from the employee's banked hours unless specifically stated otherwise in another section of this Agreement. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may substitute PTO in increments of less than a day for work hours missed for the approved FMLA leave.

172 **Section 4 – Exhaustion of Paid Leave Bank**

173 An Employee must exhaust her/his paid leave bank before opting to take unpaid leave.

174 **C. Absences for Employees with No Paid Leave Bank – Exempt Employees**

175 **Section 1 - Full Week Absences**

176 If an Employee does not perform any work during a workweek and (s)he does not have any paid leave available, (s)he will not be entitled to any salary for the workweek.

177 **Section 2- Full Day Absences**

178 In the event that an Employee misses a full scheduled day of work and the Employee does not have any paid leave available, the Employer will deduct an amount equal to percentage of time off in full-day increments taken by the Employee. For example, if a full-time employee who is scheduled to work five days in the workweek is out one day, the Employer may deduct 1/10th of the Employee's bi-weekly salary (1/5th of the weekly salary).

179 **Section 3 - Partial Day Absences**

180 An employee who does not have any paid leave available will receive an amount equal to the daily salary (1/10 of the employee's bi-weekly salary) if (s)he works any portion of a scheduled work day, regardless of the number of hours worked. The only exception to this rule is that Employer may deduct from the guaranteed daily salary of an employee with no paid leave bank who takes approved FMLA. Such a deduction shall be a pro-rata share of the employee's regularly scheduled bi-weekly hours (typically 80 hours for full time employees). For example:

- An Employee works the first 2 hours of a 12-hour shift and then has to leave work due to a personal emergency. The employee will be paid her/his entire salary for that day.
- A full-time employee is scheduled to work 80 hours in a payroll period. The Employee works a 10-hour shift on one day that week but has to take 2 hours off for a medical appointment, which time has been approved as intermittent family leave. Employer may deduct 2/80 (1/40) of the employee's guaranteed bi-weekly salary, which is a pro-rata portion of the weekly scheduled hours that the employee missed due to intermittent family leave.

181 **D. Non-Exempt Employees**

182 **Section 1 – Non-Exempt Status/Overtime Pay**

183 Short-Hour, Short-Hour Temporary and Per Diem employees will be considered nonexempt and paid on an hourly basis. Hourly employees will be paid one and one-half times her/his regular rate for hours worked in excess of 40 in a workweek and/or for hours worked in excess of eight hours in a work day.

184 **Section 2 – Non-Duplication of Overtime**

185 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.

186 **Section 3 – Workweek and Workday Defined**

187 The workweek is from Sunday 12:01 a.m. to Sunday 12:00 a.m. A work day is from 12:01 a.m. to 12:00 a.m.

188 **ARTICLE XXIV – REGULAR FULL-TIME, REGULAR PART-TIME, SHORT-HOUR, PER DIEM and TEMPORARY EMPLOYEES**

189 **Section 1 – Regular Benefited Employees**

190 A. Regular Full-Time Employees

191 A regular full-time and temporary full-time employee is one who is regularly scheduled to work eighty (80) hours in a bi-weekly payroll period.

192 B. Regular Part-Time Employees

193 A regular part-time and temporary part-time employee is one who is regularly scheduled to work at least forty (40) hours or more, but less than eighty (80) hours in a bi-weekly payroll period.

194 In the event it becomes necessary, for efficiency of operations, for the Employer to increase hours of part-time employee(s), the least senior employee(s), who is qualified to perform the additional work, will be assigned the additional hours should more senior qualified employees decline the additional hours.

195 Benefit levels will be based on the scheduled hours of the position to which the employee bid on or was hired into and will not fluctuate in level if the employee works additional or fewer hours on an intermittent basis.

196 **Section 2 – Non-Benefited Employees**

197 A. Short-Hour/Short-Hour Temporary/ Per Diem Employees

198 A Short-Hour employee is one who is regularly scheduled to work a predetermined schedule of less than forty (40) hours in a bi-weekly payroll period.

199 A Short-Hour temporary employee is one who is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed six (6) months. However, in those instances where the need exceeds six (6) months or where a temporary employee is hired to replace an employee who is on leave which goes beyond six (6) months, the Employer shall request approval from the Union to retain the employee on temporary status and the Union will not unreasonably deny the request.

200 A Per Diem employee is one who works as a replacement or on an intermittent basis.

201 **Section 3 – Changing Status**

202 Full-time and part time employees who transfer to a Short-Hour, Temporary or Per Diem status are subject to the following benefit accrual adjustments:

- Employees will be paid out in full their previously accumulated Paid Time Off at their base rate of pay in effect immediately prior to transfer to a Short-Hour, Temporary or Per Diem status.
- Employees will retain previously accumulated service credit for purposes of Paid Time Off accrual(s), but will not accrue further Paid Time Off/ESL while in a Short-Hour, Temporary or Per Diem status, except as required by law. Service Credit means years of service for purposes of benefits accrual.
- Employees' previously accumulated Extended Sick Leave Bank hours in excess of 72 will be frozen. Such excess hours will not be available for use until such time as they return to a full-time or regular part-time status.

203 **ARTICLE XXV – HOLIDAYS**

204 For regular full-time and regular part-time Home Health Therapists, who have completed their probationary period, the following days, to an annual limit of 56 hours, shall be recognized as holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

205 In case two (2) or more Therapists request the same holiday and both requests cannot be granted, the Therapist with the greatest seniority with Kaiser will receive first preference.

206 **Regular Full-Time Therapists:**

207 When a holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the employee shall be paid 8 hours for the holiday.

- 208 When an employee works on a holiday (s)he may chose to either be paid an additional 8 hours for the hours worked or may take another day off as a holiday within 30 days before or after the holiday.
- 209 When a holiday falls on a scheduled day off, the employee may chose to either be paid 8 hours for the holiday or may take another 8-hour day off with pay within thirty (30) days before or after the holiday.

210 Regular Part-Time Therapists

- 211 When a 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 (s)he worked.
- 212 When a part time employee works a holiday, (s)he may either be paid up to an additional eight (8) hours, depending on the actual hours worked on the respective holiday, or take another day off within 30 days up to the same number of hours as holiday worked. Employees may use PTO hours to make up for respective holidays in which they work less than 8 hours.
- 213 When a holiday falls on a scheduled day off, the employee shall receive additional pay equal to one-fifth (1/5) her/his regular weekly scheduled hours of work at the straight time rate.

214 **ARTICLE XXVI – LEAVES**

215 Family Leave

- 216 The Employer will comply with the provisions of the California Family Rights Act, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. In determining the maximum duration for Family Leave and other leaves taken for Family Leave purposes, the various types of leaves will run concurrently. The period of any unpaid 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 PTO/ESL computations or any other benefit where length of service is a condition of entitlement.
- 217 Additional non-FMLA/CFRA leave for the care of a newborn or a newly placed adopted or foster child may be requested. Unless otherwise required by law, the leave will not exceed a total of six (6) months (combined total of FMLA/CFRA and non-FMLA/CFRA leave time), and will be at the discretion of the manager subject to operational needs.

218 Medical Leave

219 Leaves of absence for a non-occupational disability, including maternity leaves, shall be granted for the period of disability provided that an appropriate healthcare provider certification setting forth the length of such disability is submitted. Leaves of absence as referred to in this paragraph shall not exceed a total of six (6) months (including both paid and unpaid time off). 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 PTO/ESL computations or any other benefit where length of service is a condition of entitlement.

220 Occupational Leave

221 Leaves of absence for an occupational injury or illness shall be granted for the period of the employee's disability or for thirty (30) day renewable increments based upon a treating physician's certification setting forth the length of such disability. Occupational leaves shall not exceed a total of twelve (12) months (including both paid and unpaid time off). During the period of time during which an employee is on a leave of absence resulting from an occupational injury or illness incurred in the course of employment or arising out of employment with the Employer, (s)he shall accrue service credit for the purposes of promotions and wage tenure increases. For a maximum of twelve (12) months the employee shall continue to be covered by Health Plan at the Employer's expense.

222 Return From Leave

223 Prior notice no later than (14) days of intent to return from any leave of absence must be given by the employee to the employee's supervisor as a condition of reinstatement.

224 **ARTICLE XXVII – PAY PRACTICES**

225 Non-Benefited Employees

226 Non-benefited employees shall be defined as all Short-Hour Employees, Temporary Employees, and Per-Diem Employees. Non-Benefited Employees will receive an additional \$1.00 per hour differential (up to eighty (80) hours in a bi-weekly pay period) in lieu of all fringe benefits and time off provisions.

227 Tenure Increases

228 a) Tenure increases shall become effective at the beginning of the first (1st) full payroll period nearest the employee's tenure increase eligibility date as indicated for her/his classification.

229 b) Short-Hour, Temporary and Per Diem employees shall be eligible for progression through all tenure steps of their classification in accordance with the formula that each one hundred (100) hours of work equals one (1) month tenure service credit. Thus three hundred (300) hours of work would equal three (3) months service credit. However, no employee shall accumulate more than one (1) month tenure service credited in any calendar month.

230 **ARTICLE XXVIII – GRIEVANCE AND ARBITRATION**

231 **Section 1 – Discipline and Discharge**

232 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.

233 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. If an employee desires such presence, it will be the responsibility of the employee to obtain a Union Steward and/or Union Representative. The selection of a Union Steward and/or Union Representative shall not unduly delay the proceeding.

234 It is the Employer’s intent normally to make use of progressive discipline in accordance with established practices and policy.

235 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.

236 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. Written disciplinary notices and documentation of Employee counseling sessions shall be considered expired 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.

237 **Section 2 - Purpose of the Grievance and Arbitration Procedure**

238 The purpose of this procedure is:

239 a) To provide opportunity and a framework for discussion of a request or complaint as to meaning or application of this Agreement.

240 b) To establish a procedure for processing and settling grievances related to the specific terms and conditions of this Agreement.

241 **Procedure**

242 Grievances shall be presented to the Employer in the following manner:

243 **Step One**

244 Controversies arising under the contract that have not been resolved through oral discussions shall be reduced to writing and submitted to her/his department Manager or designee who shall attempt to adjust the grievance as soon as possible but shall answer the grievance in writing to the employee and/or Union Representative within five (5) working days after receipt of the written grievance.

245 **Step Two**

246 If the written grievance is not settled satisfactorily at Step One, a Union official may within five (5) working days after receipt of the Step One answer appeal the matter to the local Human Resource Representative. This appeal shall be discussed at a meeting to be held within ten (10) working days of such appeal. The local Human Resource Representative shall give their written answer to the Union within seven (7) working days.

247 **Step Three**

248 If the Step Two answer is unsatisfactory to the Union, the Union may by written notice appeal the matter to Regional Labor Relations within ten (10) working days of receipt of such answer. This appeal shall be discussed at a meeting to be held within ten (10) working days of such appeal. The Regional Labor Relations Representative shall give their written answer to the Union within ten (10) working days.

249 **Step Four**

250 If the Step Three answer is unsatisfactory to the Union, the Union may by written notice appeal the matter to arbitration within ten (10) working days of receipt of such answer. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, the Federal Mediation & Conciliation Service (FMCS) shall be asked to name a panel of five (5) individuals from which one shall be selected by the parties alternately striking names. The arbitrator's authority shall be limited to the interpretation and application of the Agreement and (s)he shall not have the authority to alter, modify or amend the Agreement. The decision of the arbitrator shall be final and binding upon both parties. The expense and salary incident to the services of the arbitrator shall be shared equally by the Employer and the Union.

251 **Time Limits**

252 To be processed, a written step one grievance must be filed within thirty (30) working days of the occurrence of the alleged incident. A grievance must be appealed within the time limits set forth within each step, time limits may be extended or waived only by mutual agreement between the parties, or the grievance shall be considered to have exhausted the grievance procedure and been settled on the basis of the last answer given. In the event the grievance concerns the discharge of an employee, Step One must be taken within five (5) working days following the discharge.

253 **Withdrawal**

254 A grievance may be withdrawn at any step of the procedure without prejudice to the rights of any party.

255 **Modification of Procedure**

256 Since the parties are determined that there will be a procedure for the resolution of grievances which works rapidly and equitably to bring such disputes to a final resolution, the foregoing may be changed at any time by mutual agreement after experience has demonstrated that any of the foregoing provisions or procedures are causing undue delays.

257 **ARTICLE XXX – REDUCTION IN FORCE**

258 a) Notification/Alternatives Discussions: In the event the Employer determines that a permanent Reduction in Force is necessary, the Employer will provide the Union a minimum of sixty (60) days written notice of its decisions to permanently lay off Regular and Short-Hour employees. A "permanent" Reduction in Force (layoff) is defined as a reduction in force of more than thirty (30) days. During this notification period, representatives of the Employer and the Union shall meet as soon as practicably possible to review the need for such permanent layoff and to explore other options available to avoid such layoffs. Such options may include consideration of hiring freezes, early retirement for eligible employees, leaves of absence, reduction in hours, transfers to other departments or facilities, reduction in the utilization of temporary employees or any other alternatives that meet the Employer's operational objectives that could be considered prior to the designated date(s) of the layoff. Any mutual agreement or alternative to layoffs prior to the designated date(s) of layoff, if any, shall be in writing and enforceable under the terms of this Agreement. The selection of any alternatives or continuing with the layoff shall be at the discretion of the Employer. Additionally, the Employer will provide the Union with the identity of the position(s) to be eliminated, the seniority of the affected employee(s), the present work schedule and the date(s) of the layoff. The Employer will also provide to the Union reasonable, relevant information regarding the layoff in a timely manner. The Union shall put such information request(s) in writing to the Employer.

259 b) Layoff Provisions: When proceeding with a Reduction in Force, the Employer will first seek volunteers who will be considered on the basis of seniority. If there are insufficient numbers of volunteers, then the involuntary layoff process will commence.

260 If it is necessary to lay off employees or reduce employees in status, the principle of bargaining unit seniority first within an agency and then the region shall govern between those Therapists within an agency whose merit and ability are adequate. Reduction in Force or status shall be accomplished in the following order:

1. Temporary/Per Diem employees.
2. Short-Hour employees.
3. Regular employees.

261 c) Recall to Work: The principle of bargaining unit seniority first within an agency and then the region shall govern for purposes of recalls between those Therapists within that agency whose merit and ability are adequate for recalls.

262 **ARTICLE XXX – WAGES**

263 **Current Employees**

264 Current employees will be mapped into the step in the below wage structure that is equal to or next above their wage rate.

265 **Wage Structure**

	Start Step 1	After 1 yr Step 2	After 2 yrs Step 3	After 3 yrs Step 4	After 4 yrs Step 5
Home Health Physical Therapists, Occupational Therapists and Speech Therapists	\$59.79	\$61.46	\$63.11	\$64.78	\$66.44

266 Effective on the first day of the pay period after October 1, 2019, the above wage structure will be increased by 3%. Below wage structure reflects this increase.

	Start Step 1	After 1 yr Step 2	After 2 yrs Step 3	After 3 yrs Step 4	After 4 yrs Step 5
Home Health Physical Therapists, Occupational Therapists and Speech Therapists	\$61.58	\$63.30	\$65.00	\$66.72	\$68.43

267 Current employees whose wage rate falls above Step 5 after the 3% wage increase will receive increases as indicated in the separate Letter of Agreement.

268 **Longevity Differential**

269 Employees with 7 years of continuous service with the Employer, shall receive \$2.00 differential for all compensated hours; Employees with 10 years of continuous service with the Employer, shall receive \$3.00 differential for all compensated hours; Employees with 15 years of continuous service with the Employer, shall receive \$4.00 differential for all compensated hours.

270 Examples:

271 Scenario 1:

Employee's current wage rate is \$59.00. The employee has been employed with Kaiser since December 2018. The employee will be mapped to Step 1 of the initial wage structure and his new wage rate will be \$59.79. The wage structure will then be increased by 3%, so the employee's new wage rate will be \$61.58

272 Scenario 2:

Employee's current wage rate is \$60.75. The employee has been employed with Kaiser since July 2009. The employee will be mapped to Step 2 of the initial wage structure and his new wage rate will be \$61.46. The wage structure will then be increased by 3%, so the employee's new wage rate will be \$63.30. The employee has been employed with Kaiser for 10 years, so the employee will also receive \$3.00 longevity differential. Based on the new wage rate and longevity differential, the employee would be compensated at \$66.30.

273 Scenario 3:

Employee's current wage rate is \$65.57. The employee has been employed with Kaiser since March 2002. The employee will be mapped to Step 5 of the initial wage structure and his new wage rate will be \$66.44. The wage structure will then be increased by 3%, so the employee's new wage rate will be \$68.43. The employee has been employed with Kaiser for 16 years, so the employee will also receive \$4.00 longevity differential. Based on the new wage rate and longevity differential, the employee would be compensated at \$72.43.

274 **New Employees**

275 Except as noted below, new employees will be hired at Step 1 of the wage structure.

276 Newly employed Therapists shall receive one (1) year tenure credit for salary purposes only for every two (2) years of previous experience within their respective classification within the last ten (10) years prior to the date of employment. For the purpose of this Section, any previous part-time experience, which has been on a basis of twenty (20) hour per week or more, shall be considered as if it were full-time experience.

277 **ARTICLE XXXI – COMPLETION OF AGREEMENT**

278 The Employer and Union expressly acknowledge and agree that they have had full and fair opportunity to bargain, have fully exercised and exhausted that opportunity to bargain regarding all mandatory and permissive subjects of bargaining, and have reached agreement as to all such proper subjects of bargaining.

279 **ARTICLE XXXII – CONFORMITY TO LAW**

280 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.

281 **ARTICLE XXXIII – WORK STOPPAGES**

282 The Employer and the Union both acknowledge that the Employer's services to the community differ from those of other industries in that they must be carried on continuously, 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 assure that there will be no strikes, lockouts or work stoppages. Instead, all disputes or other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

283 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the Grievance and Arbitration Procedure provided in Article XXVIII.

284 **ARTICLE XXXIV – DURATION OF THE AGREEMENT**

285 This Agreement shall become effective on the date it is ratified, and shall continue in effect through October 31, 2023, and shall be automatically renewed and extended from year-to-year thereafter unless either party serves notice in writing upon the other party not less than ninety (90) days before the end of its then term notifying the other party of its desire to terminate or amend this Agreement.

Kaiser Foundation Hospitals

**Engineers and Scientists of California,
Local 20, International Federation of
Professional & Technical Engineers
AFL-CIO, CLC**

/s/
Name 1

/s/
Name 1

/s/
Name 2

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Name 2

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Name 3

/s/
Name 3

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Name 4

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Name 4

/s/
Name 5

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Name 5

/s/
Name 6

