

# **AGREEMENT**

BETWEEN



**KAISER PERMANENTE**

THE PERMANENTE MEDICAL GROUP, INC.

AND



**ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20**

**IFPTE AFL-CIO & CLC**

**COVERING**

**GENETIC COUNSELORS**

**AND**

**GENETIC COUNSELOR COORDINATORS**

**APRIL 20, 2012**

## TABLE OF CONTENTS

	Agreement .....	1
	Witneseth .....	1
ARTICLE I	Recognition .....	1
ARTICLE II	Union Security .....	2
ARTICLE III	Union Representation .....	3
ARTICLE IV	Management Rights.....	4
ARTICLE V	Courteous and Responsible Relationships .....	4
ARTICLE VI	Non-Discrimination .....	5
ARTICLE VII	Safety .....	5
ARTICLE VIII	Professional Standards.....	5
ARTICLE IX	Regular Full-Time, Regular Part-Time, Short-Hour, Per Diem and Temporary Employees.....	6
ARTICLE X	Posting and Filling Positions.....	7
ARTICLE XI	Probationary Employees.....	7
ARTICLE XII	Performance Evaluations.....	8
ARTICLE XIII	Professional Hours - Exempt Employees .....	9
ARTICLE XIV	Guaranteed Salary Generally .....	9
ARTICLE XV	Seniority.....	13
ARTICLE XVI	Reduction in Force.....	14
ARTICLE XVII	Return from Separation .....	15
ARTICLE XVIII	Professional Practice Committee .....	15
ARTICLE XIX	Reducing and Additional Hours .....	17
ARTICLE XX	Grievance and Arbitration Procedure.....	18
ARTICLE XXI	Leaves .....	20
ARTICLE XXII	Pension.....	23
ARTICLE XXIII	Health and Welfare Benefits .....	25
ARTICLE XXIV	Paid Time Off.....	30
ARTICLE XXV	Holidays .....	30
ARTICLE XXVI	Wages/Pay Practices.....	31
ARTICLE XXVII	Conformity to Law .....	33
ARTICLE XXVIII	Disputes.....	33
	Completion of Agreement .....	34
APPENDIX A	Wage Scales.....	35
	Index.....	36
APPENDIX B	Letter of Agreement - Longevity Placement.....	40
APPENDIX C	Letter of Agreement - Professional Development Policy.....	41
APPENDIX D	Letter of Agreement - Performance Sharing Program (PSP).....	42
APPENDIX E	Letter of Agreement - Genetic Counselor Coordinator Scope of Duties .....	43
APPENDIX F	Pension.....	44
APPENDIX G	Letter of Agreement - Telecommuting .....	46

## **Agreement**

This Agreement is made and entered on this **20<sup>th</sup> day of April, 2011** by and between The Permanente Medical Group (hereinafter referred to as the "Employer") and Engineers and Scientists of California, Local 20, International Federation of Professional and Technical Engineers (IFPTE) AFL-CIO & CLC Genetic Counselor Unit (hereinafter referred to as the "Union"):

## **Witnesseth**

The parties mutually recognize the professional exempt status of Genetic Counselors and Genetic Counselor Coordinators. All regular and temporary full-time and part-time Genetic Counselors and Genetic Counselor Coordinators are considered exempt, whereas, all short hour, short-hour temporary and per diem Genetic Counselors and Genetic Counselor Coordinators are considered non-exempt.

## **Article I – Recognition**

### **Section 1 – Recognition**

The Employer hereby recognizes the Union as the bargaining agent representing all non-supervisory Genetic Counselors and non-supervisory Genetic Counselor Coordinators in Northern California 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, genetic nurse coordinators, students, and volunteers.

### **Section 2 - Students/Volunteers**

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.

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.

### **Section 3 – Supervisory Employees**

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.

## **ARTICLE II – UNION SECURITY**

### **Section 1 – Union Membership**

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.

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.

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

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

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.

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.

### **Section 3 – LEAP Check Off**

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.

### **Section 4 – Employer Indemnification**

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

## **Section 5 – Notification**

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.

## **ARTICLE III – UNION REPRESENTATION**

### **Section 1 – Union Representatives**

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 Representatives or other employees. The Union will notify the Employer of the names and assignments of all duly appointed Employee Union Representatives.

Union Representatives shall be allowed access to appropriate materials in personnel 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 personnel files for the purpose of discipline or in the grievance procedure which have been specifically denied the Union in a request for access.

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 personnel file.

### **Section 2 – Union Shop Stewards**

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

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

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 – Union Bulletin Boards**

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 Employer before posting.

### **ARTICLE IV – MANAGEMENT RIGHTS**

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.

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

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.

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

#### **ARTICLE VI – NON-DISCRIMINATION**

The Employer and the Union agree there shall be no discrimination 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 Federal and State laws.

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 VII – SAFETY**

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.

#### **ARTICLE VIII – PROFESSIONAL STANDARDS**

It is the policy of The Permanente Medical Group, Inc. 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.

Genetic Counselors and Genetic Counselor Coordinators shall exercise their independent professional judgment in their practice within the scope of applicable laws and regulations and the National Society of Genetic Counselors Code of Ethics and Employer policies.

## **ARTICLE IX – REGULAR FULL-TIME, REGULAR PART-TIME, SHORT-HOUR, and TEMPORARY EMPLOYEES**

### **Section 1 - Regular Full-Time**

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.

### **Section 2 - Regular Part-Time Employees**

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.

In the event it becomes necessary, for efficiency of operations, for the Employer to increase hours of part-time employee(s), the following process should take place:

The matter may be discussed between Management and appropriate department members. All options shall be explored including seeking volunteers, distributing the hours to more than one employee, rotating the hours, etc.

If the matter cannot be resolved, the hours should be added to the last employee in the local department who had successfully bid for a reduction in hours or the last employee hired into a less than full-time position provided merit and ability requirements are met.

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.

### **Section 3 - Short-Hour/Short-Hour Temporary/ Per Diem Employees**

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.

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.



A per diem employee is one who works as a replacement or on an intermittent basis.

#### **Section 4 – Changing Status**

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

- Employees will be paid off 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 while in a Short Hour, Temporary or Per Diem status.
- Employees' previously accumulated Extended Sick Leave Bank hours will be frozen. It will not be available for use until such time as they return to a full-time or regular part-time status.

#### **ARTICLE X– POSTING AND FILLING POSITIONS**

Vacancies shall be posted both internally and externally simultaneously. In filling any vacancy the Employer may select the best qualified internal or external candidate. 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. Any candidate selected for an interview must be interviewed by the Joint Interview Panel. The manager or her/his designee may select at least one staff member to be involved in the interview process. The interview selection process shall not be unduly delayed. Final candidate selection decision lies solely with the manager or her/his designee.

#### **ARTICLE XI – PROBATIONARY EMPLOYEES**

##### **Section 1 – New Hires**

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.

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

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

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.

Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of 60 calendar days. In no case shall an employee be required to serve more than one probationary period.

## **Section 2 – New Employee Orientation**

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 the employees, the Steward's time will be paid and the Steward will be released from work for the time needed to meet with employees.

## **ARTICLE XII – PERFORMANCE EVALUATIONS**

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.

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.

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

Performance evaluations shall not be grievable.

## **ARTICLE XIII– PROFESSIONAL HOURS – Exempt Employees**

### **Section 1 – Professional Hours**

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.

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.

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.

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.

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

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.

## **ARTICLE XIV – Guaranteed Salary Generally**

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 in the Non-Exempt Employees Section 1 of this Article and Agreement.

### **Exempt Employees**

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

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.

#### **Section 2 - Scheduled Work Hours**

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.

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

An Employee will receive her/his full salary for any workweek in which she/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.

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

An Employee will receive an amount equal to the daily salary if she/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.

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

As permitted by law, an Employee's bi-weekly salary may be reduced by an amount equal to the daily salary (e.g., 1/10<sup>th</sup> of the guaranteed bi-weekly salary or 1/5<sup>th</sup> 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)

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

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.

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

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.

## **Section 8 – Work Not Available**

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.

## **Absences for Employees with Paid Leave Bank – Exempt Employees -**

### **Section 1 – Full Week Absences**

In the event that an employee is absent from work for a full week on which she/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,

- 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 PTO during the first week of the payroll period, so the employee does not perform any work during that week. The employee works his/her regular schedule during the second week of the payroll period. The employee will receive his/her full bi-weekly salary for the payroll period and the 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.

## Section 2 – Full Day Absences

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. The 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.

## Section 3 – Partial Day Absences

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. 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.

## Section 4 – Exhaustion of Paid Leave Bank

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

### **Absences for Employees with No Paid Leave Bank – Exempt Employees –**

#### Full Week Absences

If an employee does not perform any work during a workweek and she/he does not have any paid leave available, she/he will not be entitled to any salary for the workweek.

#### Full Day Absences

In the event than an employee misses a full scheduled day of work for reasons set forth in Section 2 above, 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 1/10<sup>th</sup> of the Employee's bi-weekly salary (1/5<sup>th</sup> of the weekly salary).

### **Partial Day Absences**

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 she/he works any portion of a scheduled work day, regardless of the number of hours worked. The only exception to this rule is that the 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. The 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.

### **Non-Exempt Employees**

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

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. Hourly employees will be paid one-half times her/his straight time rate for hours worked in excess of eight hours in a work day.

#### **Section 2 – Workweek and Workday Defined**

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.

### **ARTICLE XV – SENIORITY**

Seniority shall be based on the number of years of continuous service with the Employer in a classification covered by this Agreement. 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.

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 the Department of Genetics of the Northern California Region of Kaiser.

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

## **ARTICLE XVI- REDUCTION IN FORCE**

### **Reductions in Force**

- 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. Additionally, when layoffs are necessary, the Employer agrees to work with the Union to obtain available federal and state training and development funding to assist laid off workers in securing employment outside the Kaiser Permanente Medical Care Program.
- 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 for the voluntary separation provisions of the Transition Assistance Program (TAP). The Transition Assistance Agreement as referenced in this paragraph shall not extend beyond the term of this



Agreement. If there are insufficient numbers of volunteers, then the involuntary layoff process will commence.

If it is necessary to lay off employees or reduce employees in status, the principle of bargaining unit seniority first within a facility and then the region shall govern between those Genetic Counselors and Genetic Counselor Coordinators within that facility 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.

- c) Recall to Work: The principle of bargaining unit seniority first within a facility and then the region shall govern for purposes of recalls between those Genetic Counselors and Genetic Counselor Coordinators within that facility whose merit and ability are adequate for recalls.

## **ARTICLE XVII - RETURN FROM SEPARATION**

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, she/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.

## **ARTICLE XVIII – PROFESSIONAL PRACTICE COMMITTEE**

### **Section 1 – Local Professional Practice Committee**

The Union and the Employer recognizes the professional status of the Genetic Counselors and Genetic Counselor Coordinators and agree to pledge their best efforts to discuss with them such decisions as are made which involve the practice of Genetic Counseling/Genetic Counseling Coordination. In order to provide a means for such discussions a Genetic Counselor/Coordinator Local Professional Practice Committee (GCCLPPC) shall be established in each of the facilities in which there is a department of Genetics with membership and structure based on the make-up of the facility. In addition a Genetic Counselor/Coordinator Regional Professional Practice Committee (GCCRPPC) shall be utilized to discuss and implement recommendations involving professional practice issues.

The following guidelines will apply relative to the activities of the Genetic Counselor/Coordinator Local Professional Practice Committee:

- 1) The objective of the GCCLPPC shall be:
  - a) To consider constructive professional practice of Genetic Counselors and Genetic Counselor Coordinators;
  - b) To work constructively for the improvement of patient care and Genetic Counseling practice;
  - c) To recommend to the Employer ways and means of improving patient care.
  - d) Or any other issues both parties agree to discuss.
- 2) Participants in the GCCLPPC 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 GCCLPPC will be made by consensus. The GCCLPPC should send a summary of decisions made to the GCCRPPC in order to share successful practices.
- 3) The Committee shall schedule one (1) meeting per quarter, with a duration of up to one (1) hour during normal working hours but at a time which will not conflict with the routine of the Department and may be cancelled by mutual agreement of both parties. In the event the GCCLPPC is unable to reach consensus, the committee may refer the issue to the GCCRPPC for assistance.
- 4) There shall be a written agenda for all professional meetings. The membership of the committee shall comprise an equitable balance of management and labor appointees including the manager or designee, and ESC/IFPTE #20 members, appointed by the Union.
- 5) The GCCLPPC shall exclude from its agenda and discussions all matters which are covered by the terms and conditions of this Agreement.

**Section 2 – Genetic Counselor/Coordinator Regional Professional Practices Committee (GCCRPPC)**

The parties recognize that the issues raised in the GCCLPPC at the facilities may be of interest to, and have impact upon, Genetic services throughout the region. Therefore, the parties will establish a Genetic Counselor/Coordinator Regional Professional Practices Committee (GCCRPPC) to a) consider the professional practice of Genetic Counseling including its relationship to other professional disciplines within The Permanente Medical Group, Inc. and, b) work constructively for the improvement of patient care. The committee shall meet at least quarterly or as needed and may be cancelled by mutual agreement of both parties.

The Genetic Counselor/Coordinator Regional Professional Practice Committee shall be composed of four (4) union representatives who are covered by this

Agreement and four (4) employer representatives. A quorum must be present and will be defined as six members (three from management and three from the bargaining unit). One hour either prior to or after the GCCRPPC meeting will be dedicated to the discussion of Genetic Counselor Coordinators and will be considered their Local Professional Practice Committee. There shall be two (2) Genetic Counselor Coordinators released for this meeting and an equal number of management representatives and all the rules for the GC Local Practice committee shall apply. All decisions and/or recommendations shall be made using Interest Based Problem Solving (IBPS) techniques and consensus. Participants in the GCCRPPC will be provided training in Interest Based Problem Solving (IBPS) under the auspices of the Federal Mediation and Conciliation Service (FMCS).

The GCCRPPC shall review those issues referred by the GCCLPPC. In reviewing these issues, either party may request the presence of the relevant parties for discussion. Either party may also request the attendance of the Union Representative or a Management Labor Relations Representative. However, such attendees shall have no voting authority. The GCCRPPC shall have full authority to direct resolution of the issue in dispute. In the event the GCCRPPC is unable to reach consensus, the committee may request assistance with issue resolution by an outside party, e.g., FMCS. The GCCRPPC should send a summary of decisions made to the GCCLPPC in order to share successful practices.

### **Section 3 – Dispute Resolution Process**

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

The Genetic Counselor/Coordinator Regional Professional Practices Committee may recommend changes to TPMG regional leadership regarding the original guidelines of the PPC or any subsequent changes. Such request for changes shall not be unreasonably denied. Reasons for any denials shall be communicated to the Regional Professional Practice Committee.

## **Article XIX Reducing and Additional Hours**

### **Section 1 – Reducing Hours**

If an employee requests to decrease her/his hours and the operational needs of the local department will continue to be met by the reduction, then the following process will take place:

The matter may be discussed between management and appropriate department members.

The position will be posted within the local department as a 1 day bid and be awarded based on the criteria set forth in Article X – Posting and Filling Positions.

## **Section 2 – Additional Hours**

If additional hours are needed to operationally run the department the following process should take place:

The matter may be discussed between management and appropriate department members. All options shall be explored including seeking volunteers, distributing the hours to more than one employee, rotating the hours, etc.

If the matter cannot be resolved; the hours should be added to the last employee in the local department who had successfully bid for a reduction in hours or the last employee hired into a less than full-time position provided merit and ability requirements are met.

## **ARTICLE XX – GRIEVANCE AND ARBITRATION**

### **Section 1 – Discipline and Discharge**

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.

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.

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

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.

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 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 - Purpose of the Grievance and Arbitration Procedure**

The purpose of this procedure is:

- a) To provide opportunity and a framework for discussion of a request or complaint as to meaning or application of this Agreement.
- b) To establish a procedure for processing and settling grievances related to the specific terms and conditions of this Agreement.

### **Procedure**

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

#### **Step One**

- a) 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 three (3) working days after receipt of the written grievance.

#### **Step Two**

- b) 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 five (5) working days.

#### **Step Three**

- c) 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 five (5) working days.

#### **Step Four**

- d) 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.

#### **Time Limits**

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.

#### **Withdrawal**

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

#### **Modification of Procedure**

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.

### **ARTICLE XXI – Leaves**

#### **Section 1 – Family Leave**

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.

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.

### **Section 2 – Medical Leave**

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.

### **Section 3 – Occupational Leave**

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, she/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.

### **Section 4 - Bereavement Leave**

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

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
- 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

Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more to attend funeral or memorial services.

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

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:

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.
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.

#### Section 5 - Jury Duty

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.

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, she/he shall be required to do so.



## **Section 6 - Education Leave**

After completion of one (1) full year of service, full-time employees shall begin to earn paid educational 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 educational leave on a prorated basis determined by her/his regularly scheduled hours of work. Educational programs must be job related.

Educational 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, i.e., dates, hours, subject, facility and purpose. Employees must furnish evidence of attendance to the Employer following completion of the course/program. Educational 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.

If an employee takes an education day on a regularly scheduled work day, they may use the same number of educational leave hours as their scheduled work day. This would apply even if the training itself were fewer hours than an employee would be scheduled to work on that day.

Educational leave can be used for home study courses.

## **ARTICLE XXII – PENSION**

### **Section 1 – Pension**

1. The Employer shall provide a Defined Benefit Pension Plan. The full cost of the Plan will be paid by the Employer. The pension formula shall be 1.45% of Final Average Pay multiplied by all years of Credited Service with no Social Security offset.
2. Credited Service is defined as a year in which a participant has 1800 or more compensated hours. Credited Service is prorated if there are less than 1800 compensated hours in a calendar year. Final Average Pay is defined as the averaged highest sixty (60) consecutive months of compensation earned over the last one hundred twenty months (120) of employment.
3. Employees will be eligible to retire as a Normal retiree at age sixty-five (65) with at least one (1) year of service, as a Postponed retiree if over age sixty-five (65) with at least one (1) year of service, and as an Early retiree with a minimum age of fifty-five (55) and a minimum ten (10) years of service. Employees who terminate with five (5) or more years of service, prior to being eligible to retire, are vested in the Plan.

4. Service is defined as 1,000 hours of compensated hours in a calendar year. There is no proration of service years.

#### **Early Retirement Reduction**

Retirement At Age Retirement Benefit	Percent Normal
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

#### **Section 2 - Kaiser Permanente 401(k) Plan**

All Genetic Counselors and Genetic Counselor Coordinators are eligible to participate in the Kaiser Permanente 401(k) Plan on date of hire. Genetic Counselors and Genetic Counselor Coordinators may contribute to the Plan on a pre-tax basis and have a variety of investment options.

#### **Section 3 - Defined Contribution Plan 401(k) Employer Match**

The Employer will match 100% of the Employee's contribution, up to 1.25% of the employee's salary. All employees with one (1) or more years of service will be eligible for this program. The Employer contributions will vest in increments of 20% per year, with participants becoming fully vested five (5) years after their participation begins.

The Employer maintains the responsibility and right to create, administer and operate this plan.

#### **Section 4 - Kaiser Permanente Supplemental Retirement Income Plan (SRIP)**

All Genetic Counselors and Genetic Counselor Coordinators are eligible to participate in the Kaiser Permanente Supplemental Retirement Income Plan on their first anniversary of employment provided they complete one-thousand (1,000) hours of service during that year. Genetic Counselors and Genetic Counselor Coordinators may contribute to the Plan on an after-tax basis and have a variety of investment options. No Employer contributions are made.

Terms and definitions of the retirement Plans are contained and governed by the respective Plan Documents.

Senior Advantage program will continue to be the same as those described as in Article XXIII, Section 12 - Retiree Insurance Benefits Paragraph a. Retirees covered by Senior Advantage must receive medical care at Kaiser Permanente facilities in order to receive benefits. If individuals covered under this plan move outside the Kaiser Permanente service area, and do not elect the Alternate Medical Plan, Kaiser Permanente will offer its Out of Area Group plan. Medicare-eligible retirees and their dependents will be required to pay that amount of the Out of Area retiree group rate which is in effect on January 1 of each year. Dependents who are not yet Medicare-eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage.

### **ARTICLE XXIII – HEALTH AND WELFARE BENEFITS**

Newly hired and newly eligible Genetic Counselor and Genetic Counselor Coordinators participate in the Ninety (90) Day plan prior to becoming eligible for the "Benefits by Design" flexible benefits program.

#### **Section 1 - Ninety (90) Day Plan**

Regular employees are enrolled in Health Plan, supplemental Medical and Life Insurance equal to one times their annual salary up to a maximum of \$50,000. For part-time employees and for coverage of eligible dependents there is a cost share.

Health Plan and Supplemental Medical coverage will be provided to Regular employees and their eligible dependents scheduled to work thirty-two (32) or more hours per week (there will be a cost share for part-time employees).

#### **Section 2 - "Benefits by Design" - Flexible Benefits Program**

Regular Genetic Counselor and Genetic Counselor Coordinators and their eligible dependents may enroll in "Benefits by Design" flexible benefits program. "Benefits by Design" includes the following options:

- Medical
- Dental
- Life Insurance
- Long Term Disability
- Dependent Care (Eligible Genetic Counselor and Genetic Counselor Coordinators)
- Health Care Spending Account (Eligible Genetic Counselor and Genetic Counselor Coordinators)

Genetic Counselor and Genetic Counselor Coordinators may change their options during the annual open enrollment period. If no changes are made, the same option will stay in effect for the rest of the year until they make a change.

To continue to participate in the Dependent Care plan or the Health Care Spending account, Genetic Counselor and Genetic Counselor Coordinators must make an annual election.

Coverage for newly hired and newly benefit eligible Genetic Counselor and Genetic Counselor Coordinators and their dependents, under the "Benefits by Design" flexible benefits program, is effective the first (1st) of the month following the completion of ninety (90) days from date of hire or the date they become benefit eligible.

Eligible dependents include spouse or eligible domestic partner, unmarried dependent children under age twenty-six (26). Physically or mentally disabled children are covered regardless of age, provided such disability occurred prior to the dependent children turning age twenty-six (26). The Genetic Counselor and Genetic Counselor Coordinators may need to provide annual certification of disability and dependency.

### Section 3 - Short Term Disability

Short Term Disability (STD) is provided to Regular Genetic Counselor and Genetic Counselor Coordinators the first (1st) of the month after ninety (90) days of service.

STD is available after an eligible Genetic Counselor and Genetic Counselor Coordinators has exhausted her/his available Extended Sick Leave Bank.

The STD benefit is based on the Genetic Counselor and Genetic Counselor Coordinator's base salary (adjusted for scheduled hours) at the time they are initially disabled. STD coverage provides 50% of base salary or 60% if integrated with State Disability Insurance (SDI) or Worker's Compensation.

### Section 4 - Ninety (90) Day Plan

The Employer shall fund the benefits covered under the Ninety (90) Day Plan (prorated for part-time Genetic Counselor and Genetic Counselor Coordinators).

### Section 5 - Basic Dental Plan

The Employer shall provide flex credits to fund the basic dental plan for Regular Genetic Counselor and Genetic Counselor Coordinators scheduled to work thirty-two (32) or more hours (pro-rated for part-time Genetic Counselor and Genetic Counselor Coordinators) and their eligible dependents. Employees who fail to

make an election during the enrollment period will not have any dental coverage and will not receive the associated dental flex credits.

#### **Section 6 - Mid-Plan Health Care Coverage**

The Employer shall fund the KFHP Mid-Plan health care coverage under the "Benefits by Design" flexible benefits program for Regular Genetic Counselor and Genetic Counselor Coordinators scheduled to work thirty-two (32) or more hours (pro-rated for part-time Genetic Counselor and Genetic Counselor Coordinators) and their eligible dependents.

#### **Section 7 - Long-Term Disability (LTD) Insurance**

The Employer shall fund the 50% LTD coverage option for Regular Genetic Counselor and Genetic Counselor Coordinators scheduled to work thirty-two (32) or more hours per week (prorated for part-time Genetic Counselor and Genetic Counselor Coordinators).

#### **Section 8 - Life Insurance**

The Employer shall fund life insurance coverage for Regular employees scheduled to work thirty-two (32) or more hours per week (pro-rated for Part-Time Genetic Counselor and Genetic Counselor Coordinators) up to one (1) times their annual salary.

#### **Section 9 - Default Plan**

Regular Genetic Counselor and Genetic Counselor Coordinators who do not make elections under the "Benefits by Design" flexible benefits program during the election period are enrolled in Health Plan, Supplemental Medical and Life Insurance equal to one (1) times their annual salary up to a maximum of \$50,000 whichever is less. They will have no Dental Coverage and will not receive any flex credits. Dependent coverage is not available for any default plan coverage.

Coverage is for the Genetic Counselor and Genetic Counselor Coordinator only and will remain in effect for the rest of the year until the next open enrollment period when Genetic Counselor and Genetic Counselor Coordinators may make changes to their coverage, which will take effect on January 1 of the following plan year.

Coverages, limitations and exclusions of the foregoing Health and Welfare Plans, Dependent Care and Health Care Spending Account coverages are established and governed by the Employer's service agreements with the respective providers, insurance carriers, Plan Documents and Summary Plan Descriptions.

## Section 10 - Ineligible Dependents

An Employee's dependents who receive Kaiser Foundation Health Plan coverage with benefits at least equal to the above through another source will be ineligible for Employer aid dependent coverage.

## Section 11 - Maintenance of Benefits

The Employer agrees to pay any additional premium payments required to maintain the benefits described above.

## Section 12 – Retiree Insurance Benefits

### Health and Drug Plans

- a) The Employer agrees to provide Kaiser Foundation Health Plan benefits currently described in the Evidence of Coverage for the Employee and their eligible dependents or to pay the premium required for the Alternate Medical Plan. A \$5.00 co-payment for each doctor's office and emergency room visit.
- b) The Employer agrees to provide the drug benefits currently described as Kaiser Foundation Health Plan Drug Program Benefit (\$5.00 co-pay) or the Alternate Medical Plan (KP2RX) (\$5.00 co-pay) to all eligible Regular employees/retirees, their eligible spouses and eligible dependents, including eligible domestic partner.
- c) The Employer agrees to provide to those Regular Genetic Counselors and Genetic Counselor Coordinators covered by the Kaiser Foundation Health Plan, Kaiser Foundation Hospital surgical-medical benefits currently described as Senior Advantage.

## Section 13 - Healthcare Reimbursement Account (HRA)

The parties agreed to establish a Healthcare Reimbursement Account (HRA) for bargaining unit employees. An HRA will be set up for eligible employees who become plan participants when they retire in accordance with the plan document.

The account may be used to reimburse participants for medical, dental, vision and hearing care expenses that qualify as Federal income tax deductions under Section 213 of the Internal Revenue Code. Eligible employees shall convert 80% of unused Extended Sick Leave, at straight time hourly wage at date of employment termination, accrued after 4/20/2011 to fund the HRA.

Extended Sick Leave hours accrued after 4/20/2011 shall not apply towards pension service credit.

To be eligible for the HRA an employee must be at least 55 years old, and have at least 15 years of service and employee must be eligible for KP medical at termination (does not require actual enrollment). Age and service requirements are waived for disability retirement.

#### Section 14 - Retiree Coverage at Age Sixty-five (65)

Kaiser Permanente shall provide the Senior Advantage retiree medical plan (the health plan described above minus optical benefits) to Employees who retire with at least fifteen (15) years of service under the Retirement Plan and are age sixty-five (65) or older.

#### Section 15 - Retiree Coverage Integrated with Medicare

Kaiser Permanente shall provide the Senior Advantage Plan or the alternate medical plan coverage integrated with Medicare to Employees who retire with at least fifteen (15) years of service under the Retirement Plan and who retire under the normal, disability and postponed provisions of the pension plan and who are eligible for and participating in Parts A and B of Medicare. Employees retiring under the early or disability provisions of the pension plan shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage (or the dual choice option, if accepted by the Administrator) upon becoming eligible for and participating in Parts A and B of Medicare. Early and disability retirees are not required to maintain Kaiser coverage during the period from early retirement to age sixty-five (65) in order to qualify for coverage at age sixty-five.

#### Section 16 - Retiree Coverage Eligible Dependent's Obligation

Dependents of retirees who are not yet Medicare-eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage. A retiree's spouse/domestic partner must enroll in Parts A and B of Medicare upon eligibility. Retirees and their dependents are required to enroll in the Senior Advantage Plan upon becoming Medicare-eligible.

#### Section 17 - Retiree KP Provider Requirement

Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits.

#### Section 18 - Retirees Who Move Outside the KP Service Area

If individuals covered under this plan move outside the Kaiser Permanente service area, and do not elect the alternate medical plan, Kaiser Permanente will offer its Out-of-Area Group plan. However, such Medicare-eligible retirees and their dependents will be required to pay that amount of the Out-of-Area retiree



group rate which is in excess of the Health Plan retiree group rate in effect on January 1 of each year.

#### **ARTICLE XXIV – PAID TIME OFF**

Eligible Genetic Counselors and Genetic Counselor Coordinators may accrue up to a maximum of 500 PTO hours.

YEARS OF SERVICE	HOURS PER MONTH	DAYS PER MONTH	DAYS PER YEAR
1 years	12.67	1.58	19.00
2 - 4 years	16.00	2.00	24.00
5 - 9 years	19.34	2.42	29.00
10 years or more	22.67	2.83	34.00

#### **Extended Sick Leave (ESL) Accrual**

Six ESL days are accrued per year. There is no limit on the number of hours a Genetic Counselor or Genetic Counselor Coordinator may have in their ESL Bank.

#### **ARTICLE XXV - HOLIDAYS**

For Genetic Counselors and Genetic Counselor Coordinators who have completed their probationary period, the following days, to an annual limit of 56 hours, shall be recognized as holidays:

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

When a holiday falls on a scheduled day off, the employee may either be paid 8 hours, or a prorated rate based on the employee's regularly scheduled hours, for the holiday or may take another 8-hour or prorated day off with holiday pay within thirty (30) days.

When an employee works on a holiday she/he may either be paid an additional 8 hours for the holiday or may take another day off as a holiday within 30 days.



## **ARTICLE XXVI – WAGES/PAY PRACTICES**

For purposes of placement to the new wage structure, Genetic Counselors and Genetic Counselor Coordinators will be placed on the wage step that is equal to or closest to their current wage rate and would result in an increase of at least 1% to their current wage rate. Employees who do not receive at least a 2.5% increase as a result of placement on the wage scale will receive the difference between their wage increase as a one-time lump sum payment to equal the equivalent of a 2.5% increase. Wage rates will become effective March 27, 2011 and payable as a lump-sum payment following ratification. Wage rates are contingent on the Genetic Counselor or Genetic Counselor Coordinator meeting the legal and statutory requirements of their position, including, but not limited to, licensure requirements.

**See Appendix A for wages**

The parties agree to meet and discuss Genetic Counselor interim licensure wage and working conditions prior to the legal and statutory licensure requirement taking effect, currently scheduled for July 1, 2011.

### **Advanced Hire Criteria**

The parties recognize that the ability to recruit qualified staff is important to quality patient care. The normal placement of a newly hired employee will be at Step One of the salary scale. The hiring manager, however, will have the discretion to place newly hired employees at any Step (other than the 15 year step) based on the operational needs and the experience of the individual. Wage placement is not subject to the grievance procedure.

Notice of any new hires placed above Step One will be sent to the Union.

### **Time and Grade**

Employees will advance through each step after completing one full calendar year of service.

### **Tenure Increases**

- a) Tenure increases shall become effective at the beginning of the first (1<sup>st</sup>) full payroll period nearest the employee's tenure increase eligibility date as indicated for her/his classification.
- b) Short-Hour, Temporary and Casual 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 credit in any calendar month.

### **Longevity Increase**

"After 15 years step" (beginning of the 16<sup>th</sup> year) to the Genetic Counselor and Genetic Counselor Coordinator classifications. Movement to the longevity step will occur when the employee has completed fifteen (15) consecutive years with Kaiser Permanente in a Genetic Counselor or Genetic Counselor Coordination classification.

### **Classification Changes**

Movement between the classifications of Genetic Counselor and Genetic Counselor Coordinator will be step to step. Any temporary assignment of a Genetic Counselor to the duties of a Genetic Counselor Coordinator will fall under this language with the following conditions:

The assignment is known to be greater than two pay periods then the compensation will begin the first day of the assignment.

If the assignment is not known to be greater than two weeks the compensation will begin starting the first day of the third pay period.

### **In Lieu of Benefits**

\$1.00

### **Shift Differential**

Evenings: \$1.50

Nights: \$2.00

An "evening shift" is any non-exempt shift of four (4) hours or more commencing at or after 12:00 noon and ending after 6:00 p.m.

A "night shift" is any non-exempt shift of four (4) hours or more commencing at or after 10:00 p.m. but before 6:00 a.m. However, no shift commencing and ending between 6:00 a.m. and 6:00 p.m. shall be considered an evening or night shift. Additional hours or overtime opportunities of less than four (4) hours duration immediately prior to or following an employee's regular shift shall be paid the shift differential, if any, applicable to her/his regular shift that day. Additional hours or overtime opportunities of four (4) or more hours shall be treated as an additional shift and shall be paid the shift differential, if any, applicable to the additional shift.

### Overtime

Time and one-half for non-exempt Genetic Counselors and Genetic Counselor Coordinators as defined in Article XIV for all hours worked over 8 in a day or 40 in a week.

### Non-Benefited Employees

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.

### Benefited Employees

A benefited employee shall be defined as a Regular Full-Time Employee or a Regular Part-Time Employee who works a minimum of forty (40) hours in a bi-weekly pay period.

Benefited levels will be based on the regular 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 hours or fewer hours on an intermittent basis.

### Termination Pay

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

## **ARTICLE XXVII– CONFORMITY TO LAW**

If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of the Agreement shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating only the provision(s) so invalidated.

## **ARTICLE XXVIII– DISPUTES**

### Work Stoppages

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.

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 XX.

### **COMPLETION OF AGREEMENT**

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.

## Appendix A

### WAGE SCALES

<u>Effective Oct 1, 2015</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th Year</u>	<u>8th Year</u>	<u>9th Year</u>	<u>15 Year</u>
Genetic Counselor	43.7918	45.1134	46.4698	48.3360	50.2721	52.2893	54.9092	57.6566	60.5433	63.5806
Genetic Counselor Coordinator	45.9943	47.3739	48.8000	50.7591	52.7877	54.9092	57.6566	60.5433	63.5689	66.7570
Genetic Counselor - SH	43.7918	45.1134	46.4698	48.3360	50.2721	52.2893	54.9092	57.6566	60.5433	63.5806
Genetic Counselor Coordinator - SH	45.9943	47.3739	48.8000	50.7591	52.7877	54.9092	57.6566	60.5433	63.5689	66.7570
Genetic Counselor Unlicensed	45.9943	47.3739	48.8000	50.7591	52.7877	54.9092	57.6566	60.5433	63.5689	66.7570
	Evening	Night	In Lieu							
Differentials (SH jobs only)	1.50	2.00	1.00							

<u>Effective Oct 1, 2016</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th Year</u>	<u>8th Year</u>	<u>9th Year</u>	<u>15 Year</u>
Genetic Counselor	45.1055	46.4668	47.8639	49.7861	51.7803	53.8580	56.5565	59.3863	62.3596	65.4880
Genetic Counselor Coordinator	47.3742	48.7951	50.2640	52.2819	54.3713	56.5565	59.3863	62.3596	65.4760	68.7597
Genetic Counselor - SH	45.1055	46.4668	47.8639	49.7861	51.7803	53.8580	56.5565	59.3863	62.3596	65.4880
Genetic Counselor Coordinator - SH	47.3742	48.7951	50.2640	52.2819	54.3713	56.5565	59.3863	62.3596	65.4760	68.7597
Genetic Counselor Unlicensed	47.3742	48.7951	50.2640	52.2819	54.3713	56.5565	59.3863	62.3596	65.4760	68.7597
	Evening	Night	In Lieu							
Differentials (SH jobs only)	1.50	2.00	1.00							

<u>Effective Oct 1, 2017</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th Year</u>	<u>8th Year</u>	<u>9th Year</u>	<u>15 Year</u>
Genetic Counselor	46.9098	48.3255	49.7784	51.7776	53.8515	56.0123	58.8187	61.7618	64.8540	68.1075
Genetic Counselor Coordinator	49.2691	50.7469	52.2745	54.3732	56.5462	58.8187	61.7618	64.8540	68.0950	71.5101
Genetic Counselor - SH	46.9098	48.3255	49.7784	51.7776	53.8515	56.0123	58.8187	61.7618	64.8540	68.1075
Genetic Counselor Coordinator - SH	49.2691	50.7469	52.2745	54.3732	56.5462	58.8187	61.7618	64.8540	68.0950	71.5101
Genetic Counselor Unlicensed	49.2691	50.7469	52.2745	54.3732	56.5462	58.8187	61.7618	64.8540	68.0950	71.5101
	Evening	Night	In Lieu							
Differentials (SH jobs only)	1.50	2.00	1.00							

## INDEX

Absence .....	9, 10, 11, 12, 13, 14, 21
Deductions for Full-Day Absences Generally – (Exempt Employees) .....	10
Deductions for Partial-Day Absences – (Exempt Employees) .....	11
Notice of Unscheduled Absence – (Exempt Employees) .....	9
Absences for Employees with Paid Leave Bank – Exempt Employees .....	11
Full Week Absences .....	11
Full Day Absences .....	12
Partial Day Absences .....	12
Absences for Employees with No Paid Leave Bank – Exempt Employees .....	12
Full Week Absences .....	12
Full Day Absences .....	12
Partial Day Absences .....	13
Additional Hours .....	6, 17, 18, 32, 33
Advanced Hire Criteria .....	31
Agreement .....	1, 2, 3, 5, 9, 10, 13, 14, 15, 16, 17, 19, 20, 33, 34
Arbitration Procedure .....	18, 19, 20, 34
Benefited Employees .....	22, 33
Benefits – SEE HEALTH AND WELFARE BENEFITS .....	21, 25, 27, 44, 45
Bereavement Leave .....	21, 22
Bulletin Board .....	4
Changing Status .....	7
Classification Changes .....	32
Completion of Agreement .....	34
Conformity to Law .....	33
Courteous and Responsible Relationships .....	4
Deduction and Remittance of Union Dues and Fees .....	2
Discipline and Discharge .....	3, 4, 18
Dispute Resolution Process – (GCCLPPC and GCCRPPC) .....	17
Disputes .....	20, 33
Work Stoppages .....	33
Educational Leave .....	23, Appendix C
Employer Indemnification .....	2
Evening Shift .....	32
Exempt Employees .....	1, 9, 10, 11, 12
Deductions for Full-Day Absences Generally .....	10
Deductions for Partial-Day Absences .....	11
Exhaustion of Paid Leave Bank .....	12
Full Day Absences .....	10, 12
Full Week Absences .....	11, 12
Guaranteed Daily Salary Generally .....	10, 13

Guaranteed Weekly Salary Generally .....	10
Notice of Unscheduled Absence .....	9
Paid Leave Bank as Salary Replacement .....	11
Partial Day Absences .....	12
Professional Hours .....	9
Scheduled Work Hours.....	10
Work Not Available .....	11
Workweek and Workday Defined .....	10
Extended Sick Leave (ESL) .....	7, 26, 28, 30
Genetic Counselor/Coordinator Professional Practice Committee.....	15, 16, 17
Local Professional Practice Committee (GCCLPPC) .....	15, 17
Regional Professional Practice Committee (GCCRPPC) .....	15, 16, 17
Dispute Resolution Process .....	17
Grievance and Arbitration Procedure .....	18, 19, 34
Modification of Procedure .....	20
Procedure .....	3, 7, 17, 19, 20, 31, 34
Purpose of .....	3, 19
Step Four .....	20
Step One .....	19, 20
Step One Reply .....	19
Step Three .....	19
Step Three Reply .....	19
Step Two .....	19
Step Two Reply .....	19
Time Limits .....	20
Withdrawal .....	20
Guaranteed Salary Generally – SEE EXEMPT EMPLOYEES.....	9
Health and Welfare Benefits .....	25, 27, 44, 45
Holidays .....	30
Election of Pay or Compensatory Time Off .....	30
Probationary Employees .....	30
Proration of Holidays .....	30
In Lieu of Benefits .....	32, 33
Insurance Benefits – SEE HEALTH AND WELFARE BENEFITS.....	25, 28
Job Posting – SEE POSTING AND FILLING POSITIONS .....	7, 18
Jury Duty .....	22
Layoff Notification .....	14
Layoff Provisions – SEE REDUCTION IN FORCE .....	14
LEAP Check Off.....	2
Leaves .....	6, 8, 10, 11, 12, 20, 21, 23, Appendix C
Bereavement Leave .....	21
Educational Leave.....	23, Appendix C

Family Leave.....	10, 12, 13, 20, 21
Jury Duty .....	22
Medical Leave .....	21
Occupational Leave .....	21
Letters of Agreement .....	40, 41, 42, 43, 44, 46
Genetic Counselor Coordinator – Scope of Duties .....	43
Longevity Placement.....	40
Pension .....	44
Performance Sharing Program (PSP) .....	42
Professional Development Policy.....	41
Telecommuting.....	46
Longevity Increase.....	32
Management Rights.....	4
Modification of Procedure – SEE GRIEVANCE AND ARBITRATION	
PROCEDURE .....	20
New Employee Orientation .....	8
New Hires .....	7, 31
Night Shift .....	32
Non-Benefited Employees .....	33
Non-Discrimination.....	5
Non-Exempt Employees .....	1, 10, 13
Non-Exempt Status/Overtime .....	13
Workweek and Workday Defined .....	13
Notification .....	3
Overtime .....	13, 32, 33
Overtime Pay – SEE NON-EXEMPT EMPLOYEES .....	13
Paid Leave Bank as Salary Replacement – SEE EXEMPT EMPLOYEES .....	11
Paid Time Off.....	7, 30
Pay Practices .....	31
Pension.....	23, 29, Appendix F
Per Diem Employees .....	1, 6, 7, 9, 13, 15
Performance Evaluations.....	8
Posting and Filling Positions .....	7, 18
Professional Hours.....	9
Probationary Employees.....	7
Professional Practice Committee .....	15
Professional Standards.....	5
Purpose of the Grievance and Arbitration Procedure	
– SEE GRIEVANCE AND ARBITRATION PROCEDURE .....	3, 19
Recognition .....	1
Reducing Hours .....	17
Reduction in Force.....	14



Notification/Alternatives Discussions.....	14
Layoff Provisions.....	14
Regular Full-Time Employee .....	6, 13, 33
Regular Part-Time Employee.....	6, 7, 13, 23, 33
Relief Pay in Higher Classification – SEE CLASSIFICATION CHANGES .....	32
Return from Separation.....	15
Safety.....	5
Seniority .....	9, 13, 14, 15
Shift Definitions .....	32
Shift Differential.....	32
Short-Hour Employees.....	1, 6, 7, 9, 13, 14, 15, 31, 33
Short-Hour Temporary .....	1, 6, 7, 13, 15, 31, 33
Shop Stewards – SEE UNION .....	3, 18
Sick Leave – SEE EXTENDED SICK LEAVE .....	7, 26, 28, 30
Students/Volunteers.....	1
Supervisory Employees .....	1
Telecommuting .....	46
Temporary Employees.....	6, 7, 9, 13, 14, 15, 31, 33
Tenure Increases .....	21, 31
Time and Grade .....	31
Termination Pay .....	33
Time Limits – SEE GRIEVANCE AND ARBITRATION PROCEDURE .....	20
Union Membership.....	2
Union Representation .....	3
Union Representatives .....	3, 8, 16
Union Shop Stewards .....	3, 18
Union Representatives.....	3, 8, 16
Union Security.....	2
Deduction and Remittance of Union Dues and Fees .....	2
Employer Indemnification .....	2
LEAP Check Off .....	2
Notification .....	3
Union Bulletin Boards.....	4
Union Membership .....	2
Union Shop Stewards .....	3, 8, 16
Wages – SEE APPENDIX A .....	5, 31, Appendix A
Witnesseth .....	1
Work Stoppages .....	33
Work Not Available – SEE GUARANTEED SALARY GENERALLY .....	11
Workweek and Workday Defined – SEE EXEMPT EMPLOYEES .....	10
Workweek and Workday Defined – SEE NON-EXEMPT EMPLOYEES .....	13

## **Appendix B**

### **LETTER OF AGREEMENT – LONGEVITY PLACEMENT**

The parties agree placement on the 15-year longevity step for Genetic Counselors and Genetic Counselor Coordinators who were in the bargaining unit upon ratification (April 20, 2011) will be eligible to move into the longevity step as follows:

- Genetic Counselors and Genetic Counselor Coordinators will be placed on the wage step that is equal to or closest to their current wage rate.
- Genetic Counselors and Genetic Counselor Coordinators that have completed 15 plus service years will progress up the Step Structure on an annual basis and will remain at Step 9 for a period of at least one year prior to advancing to Step 10, 15-year longevity step.
- For Genetic Counselors and Genetic Counselor Coordinators who were in the bargaining unit upon ratification will remain at Step 9 for no more than six (6) years prior to advancing to Step 10, 15-year longevity step.

## **Appendix C**

### **LETTER OF AGREEMENT – PROFESSIONAL DEVELOPMENT POLICY**

The parties agree the Professional Development Policy will be applicable to eligible Genetic Counselors and Genetic Counselor Coordinators for the calendar year(s) of 2011 and 2012, with the following exception: The current practice of granting days off for the purpose of Professional Development will remain in effect through December 31, 2011. The use of Education Leave days as described under Education Leave, Article XXI Section 6 in the collective bargaining agreement will begin January 1, 2012.

Effective January 1, 2013 the provisions for Education Leave under the Local Agreement will be applicable to all eligible Genetic Counselors and Genetic Counselor Coordinators. Education Leave accrual will begin upon ratification of the Agreement or as soon thereafter as the Employer is able to apply these changes, however, the use of Educational Leave by Genetic Counselors and Genetic Counselor Coordinators will not begin until January 1, 2012.

Effective January 1, 2013 tuition reimbursement under the National Agreement, Section 1, E. Education and Training will be applicable to all eligible Genetic Counselors and Genetic Counselor Coordinators.

## **Appendix D**

### **LETTER OF AGREEMENT – Performance Sharing Program (PSP)**

It is understood between the parties Genetic Counselors and Genetic Counselor Coordinators will be eligible to receive Performance Sharing Program benefits as outlined in the National Agreement with their first eligibility of pay-out of this benefit being 2012 for fiscal year 2011.

## **Appendix E**

### **LETTER OF AGREEMENT – GENETIC COUNSELOR COORDINATOR** **– SCOPE OF DUTIES**

The parties agree to meet a total of five (5) times to discuss the scope of duties of the Genetic Counselor Coordinator.

The meetings will be comprised of an equal number, but no more than three (3) each, of management representatives and Genetic Counselor Coordinators, as assigned by Local 20.

## **Appendix F**

### **Pension**

The Genetic Counselors and Genetic Counselor Coordinators will be covered under the IFPTE Local 20 Northern California Region Pension Plan, which is referred to as the Kaiser Permanente Employee Pension Plan (KPEPP).

The following provisions will become effective in conjunction with the wage rate adjustment:

Retirement coverage going forward for Genetic Counselors and Genetic Counselor Coordinators will be as specified under terms of Article XXIII Health and Welfare of the Collective Bargaining Agreement.

Employees will convert from the TPMG – Plan 1, in which they presently are enrolled, into the Kaiser Permanente Employees' Pension Plan (KPEPP). Conversion will be seamless, and current years in the TPMG–Plan 1 will count toward vesting credit in the KPEPP. Post Retirement Medical benefits will be the same as those offered to employees who are covered under KPEPP.

Employer contributions to Plan 2, and voluntary Employee payroll deductions for the purpose of contributing to Plan 3, will cease. Prior contributions to these plans will remain in employees' accounts, and employees will continue to receive statements and have access to direct and allocate funds in those accounts.

Eligible employees who were in the bargaining unit and receiving Employer contributions to Plan 2 on the date of ratification (April 20, 2011), or who were on an authorized leave, will be eligible to receive three lump sum payment(s) representing a total of sixteen point five percent (16.5%) of their eligible annual earnings over the term of the agreement, less taxes and other deductions required by law as follows:

- 5% - Payable the first pay period in October, 2011 (Pay Period 22)
- 5% - Payable the first pay period in October, 2012 (Pay Period 22)
- 6.5% - Payable the first pay period in October, 2013 (Pay Period 22)

The above will be based on the preceding 12-month period upon ratification and needs to be mutually agreed upon. At time of each payment, eligible employee's must be in the bargaining unit and considered an active employee or be on an authorized leave.

The eligibility rules for participation in this Plan 2 Buyout, and determination of eligible earnings, will be the same as those used for Employer contributions to Plan 2 for non-union, non-exempt employees.

**Employees will be eligible to enroll in the KP Salary Deferral Plan (KP 401(k)), outlined in Article XXIII Health and Welfare of the Collective Bargaining Agreement. Employees wishing to contribute to the voluntary 401(k) plan available to IFPTE Local 20 members must complete and submit enrollment forms provided by the Employer for that purpose to Vanguard.**

## **Appendix G**

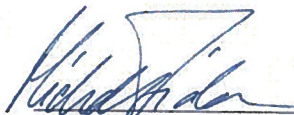
### **LETTER OF AGREEMENT – TELECOMMUTING**

**THE PERMANENTE MEDICAL GROUP  
AND  
ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20  
Genetic Counselor and Genetic Counselor Coordinator Unit**

**TENTATIVE AGREEMENT  
November 10, 2011**

Telecommuting is a cooperative arrangement between a manager and an exempt employee (referred to as "Telecommuter"), not an entitlement, and is based on:

- a. The needs of the job, work group, and Kaiser Permanente
  - b. The employee's past and present performance
  - c. Participation of employee and manager
- The decision to allow telecommuting lies with the management of the individual department and facility.
  - Telecommuters and their managers shall sign and submit the management approved Telecommuting Agreement.
  - Telecommuters shall be covered by and adhere to the Kaiser Permanente National Human Resources Telecommuting Policy (NATL.HR.032)

  
\_\_\_\_\_  
Michael Alban  
ESC/IFPTE Local 20

14 Nov '11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Diane Ochoa,  
TPMG Administrative Consultant

11-14-2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Teri L. Vaziri,  
Regional Labor Relations Consultant

11.14.11  
\_\_\_\_\_  
Date



WITNESS the signatures of the parties hereto as of the date stated in the first line hereof.

**The Permanente Medical Group, Inc.**

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

/s/

Robbie Pearl, M.D.

/s/

John Mader

/s/

Henry Diaz

/s/

Nick Steinmeier

/s/

Melody Bainter

/s/

Carol Norem

/s/

Betty Sargent

/s/

Ericka Okenfuss

/s/

Bonnie McKinnie

/s/

Jake Massa

/s/

Christine Hartlove

/s/

Kristina Keilman

/s/

Karen Wcislo

/s/

Rachel Miller

/s/

Margaret Thomson

/s/

Sharon Solomon

/s/

Stephanie Diaz

/s/

Tamara Treisman

/s/

Michael Aidan