

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Coalition of Kaiser Permanente Unions
AFL-CIO**



and

Kaiser Coalition Staff Union

**Terms of Agreement
April 1, 2005 – March 31, 2011**

**Coalition of Kaiser Permanente Unions, AFL-CIO
and the Kaiser Coalition Staff Union
Effective April 1, 2005 – March 31, 2011**

This Agreement is made by and between the Coalition of Kaiser Permanente Unions, AFL-CIO (hereinafter Employer or Coalition) and the Kaiser Coalition Staff Union (hereinafter Union)

Recognition

The Employer hereby recognizes the Union as the collective bargaining agent representing the following employees who work directly for the Coalition and/or are directly accountable to the Coalition and who are not a member of another bargaining unit: National Coordinators, National Program Coordinators, Project Staff, Administrative Associates, Accountants, and all future union eligible employees. Should new classifications be established, the Employer and the Union will meet to negotiate appropriate rates of pay for such classifications.

Union Security

All covered employees must, as a condition of continued employment, for each month after the first month of their employment, pay to the Union either membership dues or agency fees equal in amount to membership dues.

Dues Check-off

The Coalition will deduct each pay period from the wages paid to any covered employee who authorizes it, the amount of Union dues and initiation fees, or agency fees specified by the Union.

Cope Check-off

On receipt of the voluntary Political Contributions Checkoff Authorization form, the Coalition will deduct the specified amount from the wages paid to employees and will remit that amount to the AFL-CIO Committee on Political Education Political Contributions Committee (AFL-CIO COPE PCC).

Indemnification

The Union will indemnify the Employer and hold it harmless from any suits, claims, demands or liabilities arising out of or by reason of any action taken by the Employer in compliance with the foregoing Union security provisions.

Probationary Period

During the first six months of employment, employees may be terminated without recourse to the grievance procedure.

Discipline and Discharge

The Employer's right to discipline or discharge employees shall only be exercised for just cause.

Benefits

Employees will be provided with the full AFL-CIO benefit package with no premium costs to the employee. (pension, medical, dental, disability, life insurance, retiree medical, optical, domestic partner coverage etc.), and will follow the AFL-CIO Holiday schedule.

Employee contributions to the 401-K Plan will be matched at 100 percent up to one-half (.5) of one percent of the employee's annual salary, with a minimum annual contribution of \$650.00.

Vacation

Employees shall be credited with the following number of days of vacation each Calendar year.

Hire date through 4 th anniversary	15 Days
5 th anniversary through 9 th anniversary	20 Days
10 th anniversary through 19 th anniversary	25 Days
20 th anniversary and thereafter	30 Days

For calculation of vacation entitlement, all previous full time employment in the labor movement shall be recognized.

Employees shall receive their full yearly credit of vacation on January 1st of each Year. Those employees who commence employment after January 1st shall be credited with a pro-rated amount of their entitled vacation upon hire. Employees attaining an anniversary threshold, as listed above, on a date other than January 1st will have their additional vacation entitlement awarded on the anniversary date.

Vacation carryover will be limited to 10 days unless mutually agreed.

It is understood that it is the policy of CKPU not to provide pay in lieu of vacation because of its financial structure. However, in rare and unusual circumstances where an employee has a personal emergency, the employee may apply to receive

pay in lieu of some or all unused vacation for the year the request is made. Sufficient documentation to confirm the personal emergency to the satisfaction of the Employer must be provided at the time of the request. The Employer, at its sole discretion, may grant part or all of the request provided that the application of this provision will be evenly applied for all employees.

Sick Leave

Employees will be paid for absences due to personal illness until eligible for disability coverage. The Employer may require medical evidence based upon reasonable suspicion of abuse of sick leave. Sick leave may be used to care for an ill family member up to 12 days per year.

Wages

All bargaining unit employees shall receive an Across-the-Board (ATB) pay increase beginning April 1, 2005 and on each subsequent April 1st throughout the life of this agreement. The ATB awarded on each April 1st shall be based upon the weighted average by FTE of yearly pay increases negotiated in CKPU/Kaiser Permanente National Agreement as defined as follows:

(The beginning wage in each of the employment classification shall be mutually adjusted upon the completion of the job evaluation/compensation study).

Example:

COALITION OF KAISER PERMANENTE UNIONS, AFL-CIO
Weighted Average ATB using Headcount Method

Headcount Method

(A) Job Category	(B) Headcount*	(C) % Total Headcount	(D) ATB**	(E) Weighted ATB
RN (1)				
CA & ROC Employees (2)				
Totals (3)				

NOTES:

* Use actual Year-End Headcount Data

** Use actual ATBs

STEP ONE, Calculating Job Category Headcount as percent of Total Headcount (Column C)

Description	Formula
Divide the Headcount of a Job Category (Column B) by the Total Headcount (Cell B3). State as a percent.	$C1 = (B1/B3)$ $C2 = (B2/B3)$

STEP TWO, Calculating Weighted Average ATB

Use the values for C1 and C2 calculated above in the formula below. Values D1 and D2 represent actual ATB Data.

FORMULA:

$$\text{Weighted Average ATB} = (C1 \times D1) + (C2 \times D2)$$

Administrative Associate

Range: \$58,434.28 – \$63,434.28

Program Staff

Range: \$74,859.64 – \$89,859.64

National Program Coordinator

Range: \$74,859.64 – \$89,859.64

National Coordinator

Range: \$74,859.64 – \$89,859.64

Accountant

Range: \$61,897.80 - \$71,897.80

Communications Director

Range: \$81,110.56 - \$96,110.56

Home Office

Employees who are required to perform work from home will be supplied with all necessary telecommunications equipment for business use and reimbursed for telephone and Internet connectivity charges.

Travel Expenses

Employees will be reimbursed for the actual expenses incurred for lodging, meals, transportation, parking, etc. in connection with Coalition business and in accordance with the Coalition Travel Policy as negotiated.

Expenses incurred for use of personal automobile for coalition business shall be reimbursed at the IRS specified mileage rate.

Cash advances will be supplied to Administrative staff in anticipation of out of pocket expenses in connection with coordinating meetings and conferences.

Employee Welfare

The employer will continue to provide an employee welfare payment which shall be one weeks salary each year. Such payment shall be made each December.

Work Schedules

The nature of the work requires irregular and often unpredictable schedules. The staff members are considered FLSA exempt salaried employees who will manage their own time, subject to fulfilling program needs and operational requirements.

The work of Administrative Associates, who are paid overtime under FLSA have a more regular Monday-Friday work schedule. Such non-exempt personnel may at times work hours other than or in addition to a typical Monday-Friday work schedule. In such cases, the following provisions will apply:

- A. All overtime is strictly on a voluntary basis.
- B. When Administrative Associates are working on a priority project that must be completed that day it is expected that the Administrative Associate would exercise judgment to use overtime to complete the priority not to exceed 30 minutes.
- C. Except as provided in B above, any time greater than 30 minutes worked by Administrative Associates above and beyond the regularly scheduled hours in a single workday must be authorized in advance. Authorization may be provided verbally.
- D. All authorized work hours performed by Administrative Associates in excess of 35 hours within one calendar week will be compensated at 1.5 times their normal hourly rate.
- E. All authorized work hours performed by Administrative Associates on Sunday shall be compensated at two (2) times their normal hourly rate. All authorized work performed on Holidays shall be compensated for at two (2) times their normal hourly pay, in addition to his/her holiday pay.
- F. When Administrative Associates are required to travel to other locations outside the Washington, DC metropolitan area for meetings or conferences,

the majority of travel time must take place during normal workday hours. If the majority of travel time cannot be arranged within the normal workday hours, the Administrative Associates are to consult with their supervisor on final arrangements. All authorized work hours performed by Administrative Associates while in such other meeting or conference locations that exceed 35 hours will be compensated at 1.5 times their hourly rate.

- G. There shall be no duplication or pyramiding of overtime/premium rates under these provisions.
- H. The daily time and attendance record will be submitted on a weekly basis and signed by the appropriate manager.

Seniority

Seniority is defined as continuous service with the Coalition. For purposes of resolving issues among employees with the same seniority date, total prior full time labor movement employment will be the determining factor. Seniority applies to reduction in staff, recall, filling of vacancies, and vacation scheduling.

Reduction-In-Force

- A. In the event the Employer determines that a Reduction-In-Force (RIF) is necessary, the Employer will provide the Union a minimum of sixty (60) days written notice of its decision. During this notification period, representatives of the Employer and the Union will meet as soon as practically possible to review the need for such layoff(s) and to explore other options available to avoid such layoffs.
- B. When proceeding with a RIF, the Employer will first seek volunteers who will be considered on the basis of seniority for a “voluntary” separation. The most senior employee(s) who accepts such layoff will be granted the voluntary layoff if the remaining work can be reassigned and covered by the remaining employees within the affected classification. An employee who accepts such a “voluntary” separation shall be afforded all rights and benefits under the *Severance* section of this agreement.

In the event that no or insufficient volunteer(s) step forward, the principle of bargaining unit seniority shall govern, with the least senior employee(s) being RIFed first within the impacted job classification. Those bargaining unit members subject to a RIF shall be afforded all rights and benefits under the *Severance* section of this agreement.

- C. If an employee in one job classification is subject to a RIF, she/he can displace the least senior person in any other bargaining unit job classification provided that they “qualify” for that position. “Qualify” shall be defined as having the skills and knowledge and a demonstrated ability to perform the scope of the work for which they apply. The skills and

knowledge may have been gained prior to her/his employment with the Coalition. If there is more than one position in which an employee “qualifies”, she/he must bump the least senior employee from among those positions. There will be a three-month period from when they begin work in the new position to demonstrate adequate skills to succeed in the new position. If at the end of this three-month period they do not demonstrate adequate competency, they will not be allowed to displace another employee and will be RIFed and afforded all rights and benefits under the *Severance* section of this agreement.

- D. Recall: Employees who have been RIFed shall be allowed to assert their bargaining unit seniority to bid for any vacancy for which they “qualify” as defined in “C” above.

If at the end of three months they do not acclimatize, they will move into lay-off status. They may not bump another employee. The displaced employee may be recalled after 3 months if the former does not qualify. Alternatively, they may also exercise seniority rights if they meet the above criteria. Recall shall be on the basis of seniority.

Severance

In the event that a RIF is necessary, the employer shall provide the laid-off employees severance pay and benefits as follows: two (2) weeks' pay per year or major fraction thereof for each year the employee has worked for the Coalition, provided, however, that any laid off employee shall receive an amount of severance no less than an employee with four (4) years of service would receive. Such employees will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of six (6) months from the date of layoff. If employment is not gained in the six (6) months, this period of coverage will be extended for an additional three (3) months.

Grievance Procedure

Grievances shall first be raised with the Assistant Executive Director. Issues not resolved at the first step shall be referred to the Executive Director. If no satisfactory resolution is achieved, the grievance may be referred to arbitration.

Pre-Tax Shelter Plan for Medical and Child Care Expenses

The employer agrees to jointly investigate the rules and regulations necessary to set up pre-tax shelter plans so that employees can contribute pre-tax dollars for health care and childcare expenses. If the establishment of such accounts is not unduly burdensome, the employer will establish such accounts for employee contributions.

Temporary Employment

Temporary administrative staff employment is limited to 90 days, and permanent staff will participate in decisions about temporary personnel and work assignments.

Education and Training

The costs for approved training and educational activities, including travel and associated expenses, required for performance improvement will be covered by the Coalition, including tuition reimbursement.

Leaves

Unless otherwise agreed upon, five days of paid leave will be provided for death in the family (including domestic partners), and jury duty.

Upon the birth or adoption of a child, an employee will be entitled to a paid leave with benefits of up to six weeks, and an additional unpaid leave without benefits for up to six months.

Unpaid leaves of absence without benefits may also be granted for urgent and substantial personal reasons for up to six months.

Commute Benefit

Headquarters employees will be offered an option to elect a pre-tax deduction of up to sixty-five dollars per month for the cost of MetroCheck.

Term

This Agreement is effective as of April 1, 2005 and shall continue in effect through March 30, 2011. It 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 days prior to the end of its then term of its desire to terminate or amend this Agreement.

Living Agreement

Should either party to this Agreement desire to amend the Agreement, the other party will enter discussions of the proposed amendment with the intent to reach mutual agreement; however neither party shall be required to agree to any modifications.

For the Employer:

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Margaret Peisert

Linda Clemons

For the Union:

Kathy Schmidt

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Jessica Butz

Beverly White-Felder