

**AGREEMENT**

**BETWEEN**

**KAISER FOUNDATION HOSPITALS**

**AND**

**KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST**

**AND**

**OREGON FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS**

**AFT HEALTHCARE – LOCAL 5017 • AFL-CIO**

**REGISTERED DENTAL HYGIENISTS**

**October 16, 2018 - October 15, 2021**



OFNHP - REGISTERED DENTAL HYGIENISTS

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**FOR ADDITIONAL INFORMATION PLEASE REFER TO NATIONAL AGREEMENT.**

## ARTICLE 1 - RECOGNITION

- A. The Employer recognizes the Union as the exclusive representative for all Employees of the Employer as described in the following bargaining unit:
1. NLRB Case No. 36RC-5394 all regular Full-Time and Part-Time Registered Dental Hygienists employed at all dental facilities excluding confidential employees, guards and supervisors as defined in the National Labor Relations Act.
- B. New and Modified Positions
- The parties recognize that new job titles may be developed to reflect the evolution of care delivery. Prior to the posting of the newly created job, the parties will meet to determine representation status. Any newly created job agreed upon by the Employer and Union will be accreted into the agreement for the relevant bargaining unit. This section shall apply to newly created Professional/Technical positions related to direct/indirect patient care delivery. Positions to which this section shall apply shall include, but not be limited to, any newly created position which will perform duties currently performed by bargaining unit employees or for which the educational, certification, credential or licensing requirements are equivalent to existing represented positions. The above paragraph does not apply to positions which meet the criteria for management/supervisory employee, or confidential employee, as defined by the National Labor Relations Act.
- C. The Parties intend that throughout the contract Registered Dental Hygienist means Bargaining Unit Registered Dental Hygienist where appropriate.

## ARTICLE 2 - UNION SECURITY

- A. Required Membership
1. Any present Employee shall, within thirty-one (31) days of the execution of this Agreement, either become and remain a member of the Union or pay regular fees equal to Union membership fees, assessments and monthly dues.
  2. Any Employee in a classification(s) covered by this Agreement who is hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of his/her employment, either become and



**ARTICLE 2 - UNION SECURITY (continued)**

remain a member of the Union or pay regular fees equal to Union membership fees, assessments and monthly dues.

3. Any current Employee of the Northwest Region who transfers to a position covered under this Agreement shall not be required to pay any assessments or initiation fees upon transfer, but shall pay Union monthly dues or fees equal to such dates.
4. Any Employee who is required to join the Union or pay regular fees and who fails to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any Employee is terminated for failure to comply with the provisions of this Article. In a case where termination of an Employee would result in a critical staffing situation, the sixty (60) day period may be extended by mutual agreement between the Parties. Such an extension will not be unreasonably denied by the Union.
5. Union representatives shall have the opportunity to meet with a newly hired Employee as part of the orientation process for the purpose of furnishing the new hire with information about the Union. The Union's segment of this process will be for thirty (30) minutes and will be considered as paid time for the Orientee.
6. As provided by Federal law, an Employee of a health care institution is eligible to claim a religious exemption. Such a case shall be handled separately. The Employee shall make contributions to a tax-exempt, non-religious charitable organization of his/her choice.
7. The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of the Agreement using a union print shop. The Employer will provide office support for the data entry of the ratified contract, and will make a good faith effort to provide the Union with a compatible disk upon completion. Copies of this Agreement shall be provided to all new Employees at the time of employment by the Employer.

**B. Payroll Deduction of Dues**

**ARTICLE 2 - UNION SECURITY (continued)**

1. The Employer shall deduct from each Employee's wages the amount of Union dues or fees, as specified by the Union, for any Employee covered by this Agreement who has voluntarily provided the Employer with a written agreement authorizing such a deduction. Once signed,

the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.

2. Deductions for dues or fees shall be made on the first and second pay period of each calendar month and shall be promptly remitted to the Union.

C. Employee Notices

1. Concurrent with the payroll data run each month, the Employer shall forward to the Union the name, address, work location, department, category, social security number and date of employment of any new Employee. This report will also include the name of any Employee who has terminated employment, taken a leave of absence, or retired.
2. The Employer shall provide to the Union the number and types of on-the-job injuries/illnesses filed as worker's compensation claims by the OFNHP Dental Hygiene Unit. This will be provided on a quarterly basis.
3. The Employer shall also provide to the Union the scheduled hours, location and department of each Employee on approximately January 15, April 15, and October 15 of each year.

D. Bargaining Unit Work

1. Any Registered Dental Hygienist who is employed by Kaiser Foundation Health Plan shall perform Dental Hygiene Services in accordance with applicable State laws and regulations regarding the practice of Dental Hygiene and within the scope of Dental Program Policies and Guidelines.
2. Kaiser Foundation Health Plan shall only hire actively licensed Registered Dental Hygienists.

**ARTICLE 2 - UNION SECURITY (continued)**

3. Non-Bargaining Unit Providers may perform work customarily performed by Bargaining Unit Employees to meet emergent needs. Before bargaining unit work is performed by Non-Bargaining Unit Providers, it will be offered to Bargaining Unit Employees according to Article 10.A.3.f. Non-Bargaining Unit Providers will only be used when Bargaining Unit Employees are not available.

4. The Employer recognizes the fact that bona fide supervisory Employees are only those who have the authority to hire, promote, discipline, discharge or otherwise effect changes in the status of Employees or effectively recommend such action. It is not the Employer's policy to establish jobs or job titles for the purpose of excluding such Employees from the Bargaining Unit as established in this Article.

E. 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 provisions of this Article.

F. Union Access

Duly authorized representatives of the Union and its affiliates shall be granted access, at all reasonable times, to enter the Employer's facility where Employees covered hereunder are employed when such visits are necessitated by matters concerning the administration of the Agreement, observing the conditions under which the Employees are employed and assisting in processing grievances. The Union representatives shall, prior to and upon arrival at the facility, notify the Employee's Manager or Department Head or his/her designee.

No interference with the work of Employees or the confidentiality and privacy of patient care shall result and such right of entry shall be subject to the facility or departmental rules applicable to non-employees, except that access shall not be restricted to any particular time of day.

G. Union Representatives and Union Activity

**ARTICLE 2 - UNION SECURITY (continued)**

1. Officers, delegates and stewards of the Union or Employees designated to attend programs of the Union including, but not limited to, conventions may be granted time off for such purposes. Time off shall be without pay. Requests for time off should be submitted at least six (6) weeks prior to the desired time off whenever possible. Such time off shall not be unreasonably denied. The Parties agree to work to minimize the impact on patient access and appointment rescheduling whenever time off is granted.

**ARTICLE 2 - UNION SECURITY (continued)**

2. New hire orientation - Refer to Article 2.A.5.
3. Employees will be granted partial or complete Leaves of Absence without pay while conducting business pertaining to the Union.
  - a. The Employer will allow a maximum of one (1) Employee from the Bargaining Unit to be on a Union-related leave at any one time for a period of time not to exceed one (1) year.
  - b. During such leaves of absence the Employee shall continue to accrue seniority and be eligible to continue coverage in Bargaining Unit group health plan, dental plan, life insurance and disability insurance at the Employee's expense.
  - c. Upon application for reinstatement at the expiration of the leave of absence, an Employee shall be returned to his/her former assignment provided such Employee notifies the Employer of his/her intent to return to work thirty (30) calendar days in advance and provided that said Employee is still qualified to perform the applicable job duties after orientation to new technology and processes. An Employee who requests reinstatement prior to the expiration of his/her leave will be given preferential consideration for openings for which he/she is qualified.
  - d. The Employer may hire temporary replacements if unable to fill vacated positions with On-Call Employees. The temporary employee may be hired for the duration of the leave. Union-related leaves may not be added to other types of leaves of absence.
4. Union pension trustees shall be paid by the Employer for time spent in trust meetings when meetings occur during the Employee's normal work shift.

H. Bulletin Boards

A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to Union business will be provided wherever possible in staff only work or break areas as mutually agreed to by the manager and union representative. Where space is not available in

## ARTICLE 2 - UNION SECURITY (continued)

each work area, a mutually agreed upon Bulletin Board will be placed in a central area. Bulletin Boards shall be no smaller than 17" by 22". All posted materials shall be dated and signed by a Union Representative.

### I. Agreement to Meet to Consider Possible Additional Contractual Language.

Either Kaiser Permanente or Oregon Federation of Nurses and Health Professionals (OFNHP) may request, and subsequent to the request the Parties will meet, to consider adoption of contractual language agreed to by any Union at Kaiser Permanente. The IBPS/CDM process will be used. Upon mutual agreement such language will be implemented.

### J. No Conflicting Agreements

No Employee shall be required nor permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

## ARTICLE 3 - CIVIL RESPONSIBILITIES

### A. Non-Discrimination

1. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any Employee because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, physical or mental handicap, veteran status, sexual orientation, or the membership in and/or activity on behalf of the Union.
2. Both Parties agree to encourage any Employee who believes there has been a violation of this section of the Agreement to utilize the internal review procedure established by the Employer with Union participation if (s)he believes there has been a violation of this section of the Agreement. If an Employee chooses to utilize the internal review procedure, (s)he shall not waive his/her right to use the grievance procedure and shall have the option of filing a grievance starting at STEP TWO, within ten (10) calendar days of the decision resulting from the internal review procedure.

### B. Harassment

**ARTICLE 3 - CIVIL RESPONSIBILITIES (continued)**

1. The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both Parties agree to encourage any Employee who believes he/she has been subjected to harassment to utilize the internal review procedure established by the Employer with Union participation if he/she believes there has been a violation of this section of the Agreement. If an Employee chooses to utilize the internal review procedure, he/she shall not have waived his/her right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

C. Internal Review Procedure Issue Resolution

1. Within 60 days of ratification the new OFNHP/KPNW Collective Bargaining Agreements, the Parties will convene an issue resolution to review and make recommendations for improvement of the KPNW Internal Review Procedure referenced in the Harassment and Non-Discrimination Agreements. OFNHP will communicate this Agreement to the other KPNW Coalition Unions.

**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES**

A. Regional Labor/Management Committee

1. The Employer and the Union agree to establish a Committee for the purpose of working collaboratively on issues of interest to both Parties. The Committee will have the authority to examine and resolve issues brought to its attention. Decisions made by the majority of the Committee shall be implemented. However, it is not the intent of the Parties to consider issues that should more appropriately be reviewed in the grievance procedure.
2. Primary issues for examination, discussion and problem solving are issues surrounding staffing, workload, scheduling, quality of care and professional standards.
  - a. Quality of Care and Productivity

**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES (continued)**

The Employer and the Union agree to work in Partnership to support the Kaiser Permanente Dental Care Program's mission of being the leading provider of dental care in the marketplace. Key to this mission is providing uncompromising quality of care in a productive and efficient manner. In setting productivity targets, the employer and the Union commit to the following guiding principles:

- 1) The Parties acknowledge that productivity targets are a core component of the Registered Dental Hygienist's work life, therefore the Parties agree the establishment of such targets belong at the highest level of involvement on the joint decision-making continuum with all Dental Program stakeholders.
  - 2) Jointly emphasizing that productivity targets and measures support the highest standards of professionalism and quality of care.
  - 3) Jointly emphasizing the key relationship between the Dental Program member and his/her Dental Hygienist of Record (DHR).
  - 4) Jointly supporting the individual Dental Hygienist in taking personal ownership of, and being responsible for, proactively managing his/her practice and patient schedules.
  - 5) Jointly working to identify and eliminate system barriers to hygiene productivity.
  - 6) Jointly supporting the creation of optimal patient schedules and maximizing efforts to keep schedules filled.
  - 7) Jointly fostering appropriate flexibility, teamwork and innovation.
3. The Parties further agree that this Committee will be a forum for the following: Exchange of information, two-way communication, relationship building, problem solving, coordination and planning, monitoring and feedback, issue identification and education.
4. Additionally the Committee will have the authority to examine and resolve issues that are forwarded unresolved from Dental Office Worksite Committees.



**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES (continued)**

5. The Parties will continue to support and oversee the activities of ad hoc work groups that will identify, research and problem solve issues including but not limited to: a) evaluation process, and b) ergonomic concerns. The Parties agree to establish a mutually agreeable time of completion for Committee projects.
6. Both Parties commit to approaching problems in an interest-based, action-oriented approach with a minimum of organizational positioning. The problem solving process shall always be initiated with the full examination of the problem prior to the presentation of solutions.
7. The Regional Labor/Management Committee process shall include discussion, prioritization, referral and recommendation.
8. The standing Committee members shall consist of the following:

Management:     Dental Business Leader  
                      Director of Dental Operations  
                      Dental Services Manager

Human Resource Representative (Non-Voting)

Union:             Four (4) paid Registered Dental Hygienists selected by the Union

Union Representative(s) (Non-Voting)

Additionally the Regional Labor/Management Committee may invite an array of participants including, but not limited to, representatives from Permanente Dental Associates (PDA), financial officer, and Health Plan Marketing, who will participate in the Committee at the request of either Party.

9. Meetings shall be held monthly except as mutually agreed upon. The four (4) Registered Dental Hygienist Representatives will be paid for meeting, travel time and mileage, as stipulated in this Collective Bargaining Agreement.
10. Agendas will be mutually established. There will be meeting minutes, and these shall be distributed to the

**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES (continued)**

worksites for Employees to read within two (2) weeks of the meeting date.

11. The Regional Labor/Management Committee will engage in region-wide training that has been mutually designed by the Employer and the Union in cooperation with the Federal Mediation and Conciliation Service.
12. The Regional Labor/Management Committee will oversee the integration of Registered Dental Hygienists into Dental Office Worksite Committees. The Regional Labor/Management Committee is committed to a smooth transition and will facilitate the orientation and integration of Registered Dental hygienists into Dental Office Worksite Committees.

**B. Dental Worksite Committee**

1. The Employer and the Union agree to establish a workgroup at each dental facility which provides representatives from Management, every Employee category (including a Registered Dental Hygienist who is the Shop Steward and an alternate Registered Dental Hygienist elected by the Dental Hygiene work group), and one (1) representative from the Dentist group will be invited to participate.
2. The workgroup shall be convened monthly for a minimum of one (1), but up to two (2) hours on paid time to resolve issues presented to the Worksite Committee. If adjustments in the length of the meeting or cancellation of the meeting are necessary, the Worksite Committee Co-Chairs will adjust it by mutual consent.
3. Any issues regarding quality of patient care, work flow within the facility, workload of all Employees and working conditions may be brought to the attention of this Committee. Any unresolved issues will be sent to the Regional Labor/Management Committee for resolution.
4. The Committee members may submit to the designated Chairperson issues to be included in developing the agenda. The agenda will be distributed within one (1) week of the meetings. Minutes will be recorded and posted in the clinics then deposited in a centrally accessible notebook in the clinics. Minutes will also be sent to the Regional Labor/Management Committee.
5. The Registered Dental Hygienist Representative(s) will be expected to serve on the Worksite Committee for a

**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES (continued)**

minimum of one (1) year. The Chairperson will rotate among Committee members with the length of the Chair position determined by the Worksite Committee. Every effort will be made to ensure that schedules are cleared for designated Employee participation at monthly meetings.

**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES (continued)**

6. Registered Dental Hygienists involved in Labor/Management Worksite Committees will receive regionwide training designed in cooperation with the Federal Mediation and Conciliation Service. The Employer will not be liable for payroll expenses incurred for alternate Registered Dental Hygienist Representatives' training. The Employer will videotape the Region-wide training sessions and distribute a copy to each Dental Office to be viewed by Employees during non-patient care time. Registered Dental Hygienist Representatives will be integrated with SEIU Local 49 Representatives to form one Labor/Management Worksite Committee per facility.
7. The Worksite Committee shall not deal with matters of contract interpretation, application or modification.
8. When a hygiene-specific issue arises, such as an operatory assignment, equipment availability, or a change in scheduled day off (refer to Article 10.A.3.g), the group of hygienists in the dental office will meet to reach a decision. The Employee's Manager may be present to facilitate as desired/needed. If the hygiene group is unable to agree on a solution, the issue will be sent to the Worksite Committee.

C. Building Union Capacity

The Parties acknowledge the need to balance patient access with the ability of Union members to participate in current and future Partnership activities. To that end, the Union and the Employer agree to work together to build Union capacity in order to increase the number of Union members who are willing, able and trained to engage in Partnership activities. It is the Union's right, obligation and responsibility to provide participants for Partnership activities.

D. Shop Stewards (LOU Appendix G)

In support of commitments in the National Agreement, the parties agree to:

- Continue the shop steward councils at four (4) hours of paid time per month
- Provide for up to eight (8) hours of training for new shop stewards
- Provide additional training as mutually-agreed and with mutually developed curriculum
- Explore opportunities to jointly training managers/supervisors and shop stewards in Partnership.

**ARTICLE 4 - LABOR/MANAGEMENT COMMITTEES (continued)**

E. 2000 Hygiene Task Force Report

Resulting from 2000 negotiations, the Parties agreed to form a Dental Hygiene Task Force. The Dental Hygiene Task Force Report is incorporated by reference into this Agreement.

During 2005 negotiations, the Parties agreed to adopt the following final implementation plan:

The Regional Labor/Management Committee will review the findings of the 2000 Dental Hygiene Task Force Report and will make recommendations to be referred to and managed by the following groups:

Dental Administration  
Worksite Committees  
Dental Services Managers and Stewards (together will oversee implementation at each dental office)

F. 2000 Bargaining Team's Orientation Recommendation

The Regional Labor Management Committee will investigate the "2000 Bargaining Team's Orientation Supposal" and prepare a recommendation regarding:

Orientation  
Mentoring/Training  
Evaluation  
Probationary Period

This work will be completed no later than April 1, 2006.

**ARTICLE 5 - ETHICAL PRACTICE AND PROFESSIONAL ROLES**

- A. The standards for professional practice of Employees governed by the State and Federal laws and regulations are recognized by the Employer. Employees will not be required to follow any practice contrary to Federal or State Laws and Regulations, or contrary to established standards for Dental Hygiene professional practice.
  
- B. The Employer and Bargaining Unit shall maintain communication relative to the professional roles of Bargaining Unit jobs and ethical issues through the Regional Labor/Management Committee.

## ARTICLE 6 - DEFINITIONS

### A. Positions

1. Positions for Registered Dental Hygiene Employees covered by this Agreement include, but are not limited to Dental Hygienist, Periodontal Dental Hygienist, Urgent Care Dental Hygienist, Lead Dental Hygienist, Lead Periodontal Dental Hygienist and Expanded Functions Dental Hygienist.
2. An Employee will be hired for a specific job classification(s), clinic(s) and shift(s) as indicated below:
  - a. Full-Time Employee: An Employee who works a minimum of forty (40) hours of the base workweek as defined in Article 10.A.1.b.
  - b. Part-Time Employee: An Employee who is regularly scheduled less than Full-Time as defined above in Section A.2.a.
  - c. Short-Hour Employee: An Employee who is regularly scheduled less than twenty (20) hours per week.
  - d. Regular Employee: A Full-Time or Part-Time Employee who is regularly scheduled twenty (20) or more hours per week.
  - e. Float Employee: For the purpose of this Agreement the term "Float" is used to describe how an Employee derives a daily work assignment. A Float Employee has regularly scheduled hours with a variable location assignment.

A Float Employee's primary purpose is to provide temporary replacement for scheduled and unscheduled absences of regularly scheduled Core Employees (see section A.2.i below). If replacement is not needed, a Float Employee's schedule will be opened to maintain his/her coded hours.

Float Employees are recognized in all of the Employee definitions above (except Core and On-Call) but are distinct in the variability of their work locations.

## ARTICLE 6 - DEFINITIONS

- f. Short-Notice Float Employee: A Float Employee in all regards, with the exception of receiving notification of his/her work location between 6:15 a.m. and 6:30 a.m. the day to be worked, and having a regularly scheduled consistent day off. A Short-Notice Float Employee is hired to serve pre-selected geographically contiguous areas, and may work in other areas if mutually agreed between the Employer and Employee. The Short-Notice Float Employee is used primarily for ill call replacement.
- g. On-Call Employee: An Employee who has no permanent work assignment and is employed to work on an intermittent basis. An On-Call Employee is required to work four (4) shifts per year unless such scheduling would result in over-staffing or over-budgeting.
- h. Temporary Employee: An Employee who is hired from outside the Bargaining Unit to work for a specific period of time not to exceed three (3) consecutive months or to replace a Regular Employee not to exceed six (6) consecutive months or to replace an Employee on a Union-related leave not to exceed twelve (12) consecutive months. Specific exceptions to provide for an additional and limited time period in a temporary status may be made by mutual agreement between the Union and the Employer.
- i. Core Employee: For the purpose of this Agreement, the term "Core Employee" is generally used to describe an Employee at a single worksite who has his/her own base schedule. Upon mutual agreement between the Employee and the Employee's Manager, a Core Employee may be employed at more than one site in addition to his/her home base, retaining his/her own base schedule. Core Employees are recognized in all of the Employee definitions except On-Call and Float Employees.
- j. In-House Agency Employee (formerly Appendix G):
- 1). An In-House Agency Employee's primary purpose is to provide replacement for scheduled and unscheduled absences of regularly scheduled Employees.

**ARTICLE 6 - DEFINITIONS (continued)**

- 2). An In-House Agency Employee will have no coded hours or BAH.



**ARTICLE 6 - DEFINITIONS (continued)**

- 3). An In-House Agency Employee will forego benefit eligibility except as required by law. Benefit eligibility could be acquired only through transfer to a coded hour position, not through BAH.
- 4). An In-House Agency Employee will receive a pay differential of three dollars (\$3.00) per hour above the appropriate wage schedule. Specialty wages, if applicable, will be paid for a defined whole or half day shift, and will be in addition to the three dollar (\$3.00) In-House Agency differential. An In-House Agency Employee will be eligible for PSP payouts.
- 5). An In-House Agency Employee is hired to serve a pre-selected geographic area, and may work in other areas if mutually agreed between the Employer and Employee.
- 6). An In-House Agency Employee will not have guaranteed hours. Hours will be assigned the same as On-Call Employees according to Article 10.A.3.e.3). Seniority will be the same as On-Call Employees according to Article 12.D.
- 7). An In-House Agency Employee must have local anesthetic and nitrous oxide endorsements and will be accountable for the pain management of his/her patients. If replacing a specialty position, the In-House Agency Employee must have the required skills and training.
- 8). An In-House Agency Employee will be supervised by the Dental Services Manager in his/her assigned geographic area.

**ARTICLE 7 - PERFORMANCE APPRAISALS/PERSONNEL FILES**

A. Performance Appraisals

1. An Employee who completes his/her probationary period will receive a yearly performance appraisal from his/her immediate Manager. In the event an Employee disagrees with his/her performance appraisal, he/she may attach a rebuttal. Performance appraisals are intended for constructive personal feedback and for

## ARTICLE 7 - PERFORMANCE APPRAISALS/PERSONNEL FILES (continued)

individual development. Performance appraisals will be based on objective criteria pertinent to job performance, collected openly and fairly. Performance appraisals will not be substituted for progressive discipline, nor subject to the grievance procedure. The Employee will receive a copy of the performance appraisal and any attachments thereof.

2. The Employee's Manager shall schedule a meeting of mutually agreed upon length not to exceed one (1) hour during the Employee's normal working hours, with a minimum of twenty-four (24) hours notice, to discuss the performance appraisal. The Employee shall have an opportunity to read the appraisal seven (7) days in advance of the discussion. Relative comment or rebuttal to the performance appraisal will be attached to the performance appraisal in the Employee's personnel and supervisory file. The Employee will sign the performance appraisal upon completion of the discussion. Signature indicates only that the performance appraisal has been read by the Employee. The Employee shall receive a copy of the signed appraisal and any rebuttal to it.

### B. Personnel Files

1. The Employer shall maintain one (1) regional personnel file and one (1) supervisory file for each Employee which shall include employment history and payroll information, performance evaluations, written disciplinary notices and termination information. An Employee may include in his/her personnel or supervisory file any material relevant to his/her employment.
2. Each Employee shall have the right to review the contents of his/her personnel or supervisory file upon request. The Employee will give a written request with a three (3) day notice. The written notice should be directed to the appropriate Party that is responsible for the file (i.e. Human Resources for personnel file). The Employee will be allowed a maximum of one (1) hour per appointment to review his/her file. Time spent for review will be non-paid time. Information pertaining to confidential reports from previous employers are not subject to review.

**ARTICLE 7 - PERFORMANCE APPRAISALS/PERSONNEL FILES (continued)**

3. The Employee's personnel file and supervisory file are confidential and will be kept under lock and key. The contents of an Employee file will not be released to any outside person or company without the authorization of the Employee, except for the following:
  - a. The Employee
  - b. The Employee's Manager
  - c. Human Resources staff who use the file in the normal course of business.
  - d. Organizational auditing teams for purposes of reviewing and verifying data for policy and procedure audits.
  - e. To comply with law enforcement agencies, duly authorized representatives of the Public Welfare Commission, Office of Equal Employment Opportunity, Fair Employment Practices Commission and the Social Security Administration.
4. The Employee shall receive copies of all written disciplinary notices and documentation of Employee counseling sessions placed in the supervisory file. The Employee shall have the right to respond in writing and submit or attach his/her response to the relevant material.
5. Current records of any disciplinary action (written disciplinary notices) shall be invalid after a twelve (12) month period from the date of issuance; except when there are other disciplinary notices of a similar or related nature in which case all related notices shall be invalid after twelve (12) months from the date of the most recent notice.
6. Each Employee may request that all disciplinary notices and documentation of counseling sessions that become invalid be removed from the supervisory file. However, if an Employee who has a current disciplinary action on file is off work for a period of thirty (30) consecutive days or more the disciplinary notice will be extended until the Employee has worked twelve (12) months with the notice in the file.

**ARTICLE 8 - CORRECTIVE ACTION**

- A. The goal of Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish Employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other Employees as mentors as is mutually agreed appropriate.
- B. The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.
- C. An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany him/her to any meeting which could result in Corrective Action, and to participate in the joint discovery process.
- D. Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.
- E. Definition: Corrective Action (the Parties agree to refer to the Labor Management Partnership's *Issue Resolution and Corrective Action, User's Guide and Toolkit* for guidance during the Corrective Action process).
  - The Problem Solving phase of the process:
    - Level 1: Initial Discussion
    - Level 2: Developmental Action Plan
  - The Formal Disciplinary phase of the process:
    - Level 3: Corrective Action Plan
    - Level 4: Day of Decision
    - Level 5: Termination
- F. A copy of the written Corrective Action, no matter what Level, shall be provided to the Union office upon completion. The Employee is required to sign such a notice to acknowledge receipt.
- G. If the Employee disagrees with the Corrective Action administered, he/she may pursue the matter through the contractual grievance procedure.

## ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION

Note: Please also refer to Issue Resolution & Corrective Action User's Guide and Toolkit.

### A. Grievance Procedure

1. The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between Employees and Managers. Each Party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. Issues may be resolved utilizing the Issue Resolution Process or the Grievance Procedure.
2. Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances. The Employer and the Union agree that all disputes will be settled as hereinafter provided. The Parties also agree that there shall be no lockouts on the part of the Employer nor suspension of work on the part of the Employees for the duration of the Agreement.
3. Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any Employee or group of Employees in accordance with the procedures provided in this Article. Class action grievances may be filed at step two.
4. The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related requests for review shall be signed by the Grievant or Union representative.
5. Grievances, requests for review and decisions shall be delivered in person, by facsimile or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one

**ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION**

step or response and the date of receipt will mark the beginning of the next step or response. If the response is by electronic mail or facsimile, the date the response was sent will mark the beginning of the next step or process.

6. Grievances may be, by mutual written consent of the Parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.
7. The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or Union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative may advance the grievance to the next step.
8. The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are "class action" grievances involving more than one Grievant, in which case the Parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.
9. STEP 1 of the Grievance Procedure

It is the intent of the Parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an Employee has a grievance, he/she shall present it on the appropriate form to the Employee's Manager within fifteen (15) calendar days from when the Employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The

**ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION (continued)**

Employee's Manager shall meet with the Grievant and representative within ten (10) calendar days of the receipt of the grievance and attempt to resolve the grievance. The Employee's Manager or a Steward for a Management grievance shall give a written decision to the Grievant, with a copy to the Union, within ten (10) calendar days after the meeting (Steward to Employee's Manager if management grievance). If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within ten (10) calendar days after receipt of step 1 response.

10. STEP 2 of the Grievance Procedure

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within ten (10) calendar days of receipt of the appeal to attempt to resolve the grievance. Termination grievances may be filed initially at step 2. The Human Resources Consultant (Union representative if Employer grievance) shall give a written decision to the Union representative within ten (10) calendar days after the meeting.

11. If the grievance is not resolved at step 2, the Union or Employer shall have fifteen (15) calendar days after receipt of the step 2 response to notify the other party of its intent to advance the grievance either to mediation or to Issue Resolution.

B. Mediation/Issue Resolution

1. Grievances not resolved at step 2 may be referred to a mediator or to Issue Resolution (Issue Resolution cannot be used for Corrective Action challenges).

A mediator or Issue Resolution Facilitator will be scheduled within thirty (30) days of the request. The mediator will be the next arbitrator in alphabetical order from the arbitration panel. Issue Resolution Facilitator will be requested from Human Resource Education. A facilitator will not be assigned who has responsibility for work area or contract administration.

2. The expenses and fees of the mediator shall be shared equally by the Parties.

**ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION (continued)**

3. Attendance at mediation sessions shall be limited to the following:

  - a. Union: Spokesperson, Assigned Union Representative, Grievant
  - b. Employer: Spokesperson - Labor Relations Representative, Human Resources Consultant, Employee's Manager/Department Head or Designee
  - c. Observers: By mutual agreement, either Party may invite observers limited to a reasonable number who shall not participate in the mediation process.
  - d. Witnesses: By mutual agreement, witnesses may be present who offer critical information regarding the dispute.
4. Neither attorneys, court reporters, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be presented in a narrative fashion by each Party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
5. Either Party may present documentary evidence to the mediator, which shall be returned to the Parties at the conclusion of the proceedings.
6. If a settlement is not achievable, the mediator will provide the Parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance might be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The mediator's opinion shall be given to both Parties orally including reasons supporting the decision.
7. The mediator's verbal opinion may be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.



**ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION (continued)**

8. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the Parties are free to arbitrate.
9. If the grievance is arbitrated, the mediator shall not serve as the arbitrator. Neither the discussions nor the mediator's opinion will be admissible in a subsequent arbitration proceeding.
10. If the mediation is scheduled during the Grievant's shift, the Grievant will be permitted to be present, without loss of pay. Union observers may request time off for Union leave without pay.

C. Arbitration

(Note: Mediation or Issue Resolution must be requested before arbitration is requested.)

1. Within ten (10) calendar days following receipt of a notice of intent to arbitrate, the Parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the Parties may avoid the use of any arbitrator. Either Party may avoid the use of one (1) arbitrator who has issued, at least, two (2) decisions in the term of the Agreement. This last provision may be exercised one (1) time during the term of the Agreement by either Party.
2. The Parties by mutual agreement may use an expedited arbitration procedure.
3. The arbitrator shall hold the hearing in a convenient location as agreed to by the Parties. The hearing shall commence within twenty-one (21) days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty (30) days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.
4. The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the

**ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION (continued)**

Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

5. The arbitrator shall not, without written agreement of the Parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

**ARTICLE 9 - GRIEVANCES, MEDIATION AND ARBITRATION (continued)**

6. The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the Parties. However, each Party shall bear the expense of presenting its own case.
7. If the grieving Party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.
8. The Parties shall meet immediately after the execution date of the Agreement to mutually agree on ten (10) arbitrators who will serve as a panel during the term of the Agreement. If the Parties cannot reach mutual agreement, each Party shall select four (4) arbitrators for the panel and the Parties will reach mutual agreement on the ninth (9th) and tenth (10th) panel members. If the Parties cannot reach mutual agreement on the ninth (9th) and tenth (10th) panel members, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the eight (8) previously selected panel members. Selection of the ninth (9th) and tenth (10th) panel members will be made from that list either by mutual agreement or by alternately striking names until two (2) are left. The first Party to strike a name will be determined by the flip of a coin.

Note: Please also refer to Issue Resolution & Corrective Action User's Guide and Toolkit.

**ARTICLE 10 - SCHEDULES AND OVERTIME**

A. Schedules

1. Definitions

- a. Workday  
The workday is defined as the twenty-four (24) hour period beginning at the time the Employee commences work.
- b. Workweek

## ARTICLE 10 - SCHEDULES AND OVERTIME (continued)

The workweek is defined as a seven (7) day period beginning at 0001 Sunday or the shift changing hour nearest that time.

### 2. Change in Hours of Operation

In the event of changes in hours of operation, consistent with obligations under the NLRA, the Employer will notify the Union of the intended change(s). In order to engage in meaningful negotiations, the Employer will give the Union at least sixty (60) days prior notice. Upon such notice, the Parties will meet at mutually agreed upon times to negotiate the impact of such change(s) on the affected Employees.

### 3. Work Schedules

#### a. General Information

- 1) Normal work schedules generally reflect eight (8) through ten (10) hour shift lengths.
- 2) Schedules will be created in a manner which provides Employees with preparation time, scheduled rest periods and a meal break.
- 3) The monthly work schedule for Core, Float and prescheduled On-Call hours shall be posted four (4) weeks in advance of the month being scheduled. Schedules will be posted on bulletin boards in the clinic or office for which they apply. After posting there will be no changes in scheduled days off without mutual agreement between the Employee and the Employer.
- 4) An Employee will not be scheduled to work rotating and/or split shifts unless requested by the Employee with mutual consent of the Employer.

#### b. Saturday Rotation

- 1) Saturday rotation schedules for Core Employees will be given out six (6) months in advance of the month being scheduled. See Article 10.A.3.c.3) for Float Employee Saturday rotation scheduling.

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

2) The hygiene group in each dental office may have input into the creation of the Saturday rotation schedule. If a Dental Hygienist requests time off after the schedule is posted, he/she will attempt to trade the Saturday with other Dental Hygienists in the office, when necessary, based on operational needs and/or staffing ratios. Time off requests will not be unreasonably denied.

c. Float Employee Work Schedule

1) A Float Employee has regularly scheduled hours with a variable location assignment. A Float Employee is primarily used for temporary replacement for scheduled or unscheduled absences of regularly scheduled Core Employees. If no replacement is needed, schedules will be open to maintain coded hours.

2) A rolling calendar will be developed for the purpose of Float Employee scheduling. The calendar shall be sent to the Float Employee on a weekly basis and seven (7) weeks in advance of the week being scheduled thus adding a new week each time the calendar is sent. Assignments will be for the actual day to be worked and may not include location.

Each new calendar will include any changes that may have occurred since the prior calendar year was set. All changes shall be highlighted.

Changes in day off may occur only with mutual agreement and shall be followed within three (3) days by a calendar that has been initialed and dated by the scheduling center and the Employee.

Schedules for days not opened will be differentiated on the calendar.

Days that are not used for replacement will be opened seven (7) days prior to the scheduled day.

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

Location will be guaranteed seven (7) days out and included in the calendar that is sent one (1) week out.

- 3) A Float Employee will be scheduled Saturday assignments at the same rotation frequency as Core Employees at his/her home base location, however his/her Saturday assignment may be at any location within his/her geographic area. A Float Employee's Saturday rotation schedule will be mailed to his/her home four (4) months in advance. Float Employees will be used primarily for replacement on Saturday, however if no replacement is needed, schedules will be opened. A Float Employee may request to work more Saturdays than his/her home base rotation, in which case he/she will be utilized to dilute the Saturday rotations of Core Employees in the area.
- 4) Float Employee positions will be made available through regionwide job postings, based on preselected geographically contiguous areas (see Article 12) as indicated in job postings, with an assigned home base location. A Float Employee may volunteer to work in additional geographic areas and will be available during hours of operation, on the same basis as a Core Employee. A Float Employee will be scheduled to his/her coded hours.
- 5) Upon Request, each Employee's Manager shall work with a Float Employee to arrange a mutually agreed upon amount of prep time prior to the first patient, on those schedules where there is a need for more prep time. This provision shall not require overtime as a condition for agreement.

d. Short-Notice Float Employee Work Schedule

- 1) The Short-Notice Float Employee by definition will be a Float Employee in all regards, with the exception of receiving notification of his/her work location between 6:15 a.m. and 6:30 a.m. the day to be worked, and having a regularly scheduled consistent day off. In addition, the following guidelines will apply:

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

- a) The Short-Notice Float will be hired to serve pre-selected geographically contiguous areas, and may work in other areas if mutually agreed between the Employer and Employee.
- b) The Short-Notice Float will be used primarily for ill call replacement.
- c) If there is no ill call on any given day then the following shall occur in this order:
  - (1) A schedule will be opened within the pre-selected geographically contiguous areas, or other mutually agreed areas, to maintain coded hours.
  - (2) If operatory space is unavailable within the preselected geographically contiguous areas, or other mutually agreed areas, the Employer may ask for a volunteer to take the day off. If no Employee volunteers, then the Short-Notice Float may take a Hygiene Supervisor schedule, or may volunteer to take the day off.
  - (3) If the Employer is unable to open a schedule, the process for a temporary reduction in workforce will be followed. See Article 12.F.1 & 2.
- e. On-Call Employee Work Schedule
  - 1) An On-Call Employee is employed to work on an intermittent basis and is primarily used for replacement of absent Core Employees. An On-Call Employee is required to work four (4) shifts per year unless such scheduling would result in overstaffing or overbudgeting.
  - 2) An On-Call Employee may be prescheduled in advance. An On-Call Employee shall indicate to the Employer the days and areas of availability eight (8) weeks prior to the month to be scheduled, for the purpose of prescheduling, using the form provided by the

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

Employer. The Employer will send a schedule of prescheduled hours to the Employee four (4) weeks in advance of the month being scheduled. Prescheduled hours will be guaranteed seven (7) days prior to the assigned day. After prescheduled hours are established, an Employee will not be obligated to report to work on days indicated as available but not prescheduled, but may inform the Employer of continued availability.

- 3) The Employee shall be listed on the availability list in order of seniority and shall be called by rotation for assignments according to the Employee's preferences as specified on the availability form. Hours will be awarded by seniority as follows (Refer to Article 12.D.):
  - a) Regular (Core and Float)
  - b) Short-Hour
  - c) On-Call and In-House Agency

Assignments longer than one (1) day will be divided between On-Call Employees. In absence of an equal division of shifts, the majority of the distribution will be by seniority. (Refer to Article 12.D).

- 4) Upon request, each Employee's Manager shall work with an On-Call Employee to arrange a mutually agreed upon amount of prep time prior to the first patient, on those schedules where there is a need for more prep time. This provision shall not require overtime as a condition for agreement.

f. Changes in Schedules

- 1) Prescheduled additional hours: A coded Employee will be responsible for advising the Employer of his/her desire to work additional prescheduled hours beyond his/her coded hours. Such requests will be submitted in writing up to two (2) weeks in advance of the month being scheduled. Provided the Employee has the required qualifications, additional straight-time hours will be awarded by seniority as follows (Refer to Article 12.D.):



**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

- a) Regular (Core and Float)
- b) Short-Hour
- c) On-Call and In-House Agency

Prescheduled additional hours will be guaranteed seven (7) days prior to the assigned day. Prescheduled additional hours that would result in overtime pay may be assigned if approved by Management.

- 2) Short notice schedule availability: An Employee may indicate a short notice change in availability by calling Dental Staff Scheduling before 6:00 AM on a day that he/she might desire to work additional hours. The Employee should specify hours available, geographic area (or clinic), and whether additional hours will involve overtime. Additional hours will be awarded as outlined in Article 10.A.3.f.1).
- 3) Employees may submit a request to switch days among themselves, subject to approval by the Employee's Manager. Such a trade may not result in overtime payment. The trade may apply to temporary single days on/days off. Approval must be given in a timely manner, and the request shall not be unreasonably denied.
- 4) If the clinic needs a Dental Hygienist/Schedule change, it will be accomplished by volunteer selection within the clinic. In the event no volunteer(s) exists, the least senior Employee(s) in the clinic in the appropriate classification(s) and hours of work will have his/her schedule(s) adjusted to accommodate operational needs.

g. Change in Hours

- 1) An Employee may notify the Employer of his/her desire to change shift lengths or number of days per week. Written notification shall be dated and signed by the Employee, shall clearly explain the days and/or hours changed, and whether the change is temporary or permanent. This notification shall be submitted to the Employee's Manager, with a

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

copy given to the Steward. The Employee's Manager and Steward will compile and post the list and update it as new requests are submitted.

- 2) On a quarterly basis a portion of the hygiene workgroup staff meeting will be spent discussing individual hygienist requests for change in hours and recommendations for changes will be mutually agreed upon among the hygienists.
- 3) Recommendations for changes and any outstanding requests will be evaluated by the Employee's Manager using (but not limited to) the following considerations:
  - a) What are the injury/health needs of the Employee?
  - b) What are the personal/family needs of the Employee?
  - c) What is the cost impact?
  - d) What is the impact on member services and access needs?
  - e) What is the impact on budgeted FTE's within the region?
  - f) What is the impact on operatory use within the clinic?
  - g) What is the impact on dentist:hygienist ratios within the clinic?
- 4) The Regional Labor/Management Committee will formally review the results and impact of decisions made regarding schedules in the quarterly hygiene workgroup staff meetings. This will be a standing required agenda item at least four (4) times each year for the duration of the contract. This review shall focus on the overall alignment of staff coded at various hours as those numbers correlate with overall Hygiene and Dental Program goals. The considerations noted above will be used to grant such requests and such requests shall not be unreasonably denied for Float and Core Employees.
- 5) Granting of competing requests shall be according to the following order of application:

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

- a) Mutual agreement (if applicable)
- b) Date of request (earliest request prevails)
- c) Seniority

4. Innovative Work Schedules

Innovative work schedules may be established between the Employer and the Employee(s) by mutual agreement. Such agreement must be in written form stating conditions which will be in conformance with Collective Bargaining terms of Agreement and signed by the Employer and the Union.

B. Overtime

1. All hours worked by the Employee for the Employer shall be paid, and it is the intent of both Parties to minimize working beyond scheduled work hours. To enhance member satisfaction and address health care needs, the Employee may use his/her discretion to continue work over the scheduled hours when completion of work is imminent. The Employer retains the prerogative to address time-management goals with individual Employees.
2. There shall be no duplication of overtime pay under this or any other provision of this Agreement.
3. For a shift of a duration of eight (8) hours or greater, an Employee shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for all hours worked in excess of the normally scheduled shift. For a shift scheduled for a duration of less than eight (8) hours, an Employee shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for hours worked in excess of eight (8) hours. In all cases an Employee shall be paid the rate of one and one-half (1-1/2) times the straight-time hourly rate for hours worked in excess of forty (40) hours per week.
4. All hours over thirty-five (35) worked on a sixth (6th) consecutive workday in a workweek shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate, including shift differential. Ill time and holiday time shall not be included in computation for consecutive day pay.

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

5. Each Employee's work schedule shall provide for a minimum of twelve (12) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) times the regular straight-time rate including shift differential, if applicable.
6. Each Employee who is required by the Employer to attend classes or meetings on his/her off-duty time shall be paid at his/her regular straight-time rate of pay for a minimum of one (1) hour or for the duration of the meeting, whichever is greater. These hours shall be used in determining eligibility for weekly (forty (40) hours) overtime payments. If the class or meeting is attended after 6:00 pm, evening shift differential shall apply.

C. Meal and Rest Periods

1. Each Employee is entitled to rest period(s) daily, taken approximately in the middle of each work period, insofar as practicable. Each Employee will be scheduled for rest periods as follows:

One (1) rest period totaling fifteen (15) minutes of rest for a four (4) hour shift.

Two (2) rest periods totaling:

Thirty (30) minutes of rest for eight (8) hour shifts,

Forty (40) minutes of rest for nine (9) or ten (10) hour shifts.

2. Rest periods may not be combined with or added to scheduled meal periods.
3. Each Employee scheduled to work more than five (5) hours per day shall be entitled to a minimum of thirty (30) minute duty free meal period, at approximately the middle of the workday, with sixty (60) minute duty free meal periods typically scheduled, at approximately the middle of the workday. Meal periods will not be paid.
4. At the time of a short notice cancellation or DNA, prior to adjusting the Dental Hygienist's scheduled

**ARTICLE 10 - SCHEDULES AND OVERTIME (continued)**

break, the support staff will communicate with the Dental Hygienist to determine feasibility. If the opening is later in the shift, the intent is that the Dental Hygienist will be flexible with his/her break plus or minus thirty (30) minutes from the original scheduled break start time.

5. In the event an Employee is required by the Employer to return to work during a scheduled meal period, the portion of the meal period spent working shall count as hours worked in computing daily overtime eligibility.
6. The Employer will consider Employee group requests when establishing rest period schedules.

## ARTICLE 11 - POSITIONS AND VACANCIES

### A. Vacancy and Transfer

1. Bargaining Unit transfer decisions between existing Employees who are qualified to perform the work required will be determined by seniority in the order of application in Article 12.D. All applicants will be notified of the receipt of his/her transfer or job applications and will be notified of the results of the hiring decision.
2. When a vacancy includes specialty roles as described in Article 6.A.1., the five (5) most senior applicants (if available) will be interviewed provided required qualifications are approximately equal to perform the work. Management retains the ability to select the most qualified candidate from among the applicant pool. If qualifications, experience and performance are approximately equal among two (2) finalists for the position, seniority will prevail.
3. A qualified Bargaining Unit Employee will be given preference over outside applicants in filling vacancies. A Probationary Employee will not be considered for transfer until the completion of his/her probationary period.
4. Opportunities for an Employee to crosstrain for jobs covered by this Agreement shall be posted in accordance with this Agreement.
5. A Bargaining Unit Employee may elect to fill a temporary position without loss of seniority and return to his/her former Bargaining Unit position when the temporary position ends, without loss of seniority. Normal BAH rules will apply. An Employee may only reside in a temporary position (s) for one-hundred-eighty (180) days in a rolling twelve (12) month period, unless he/she resides in one (1) temporary position which is posted and filled for a period in excess of one-hundred-eighty (180) days.
6. In cases where additional hours become available but do not in themselves constitute a coded position, the hours will be posted in the affected clinic and awarded according to Paragraph one (1) of this Article. Employees coded less than forty (40) hours may apply. If no Bargaining Unit Employee in the clinic applies for the available hours, the hours will be posted regionwide.

**ARTICLE 11 - POSITIONS AND VACANCIES (continued)**

7. Twice each year on or about January 1 and July 1, his/her Manager will review the BAH of each Bargaining Unit Employee coded to work at least twenty (20) hours per week. If an Employee's BAH is twenty percent (20%) above his/her coding and the pattern is likely to continue, the Employer will increase the coding to reflect the BAH, with the agreement of the Employee. Also, if the Employee desires to decrease scheduled hours, the Employee will inform his/her Manager in writing. Such a request will be evaluated and not unreasonably denied. The Employer will be responsible for communicating to the Employee and the Bargaining Unit the determinations that have been made. (See Article 10,A.3.f).
  
8. The Employer and the Union agree it is mutually beneficial to both parties when an Employee is satisfied with his/her placement. To help facilitate successful transfers within the Bargaining Unit, a Manager will offer an opportunity for an Employee to familiarize himself/herself to a new location prior to accepting a job vacancy. This may include up to three (3) days of work schedules. More than three (3) work schedules may be offered by mutual agreement.

B. Job Posting

1. All job vacancies covered by this Agreement shall be posted in a designated area at each worksite by the Employer. A copy of job posting notices will also be mailed to the Secretary of the Bargaining Unit at the time it is processed.
  
2. Jobs will be posted on Fridays and will include job title, Employee category, Employee type, location(s), qualifications for the job, weekly hours, pay range, scheduled days off, start and stop times if known at the time of the posting, and notification that the job is a Bargaining Unit position. All job postings shall indicate the date of posting and will be posted and open for bidding for a minimum of seven (7) calendar days.
  
3. Job descriptions for all posted positions shall be retained in the Human Resource Department and in Dental Administration for review by potential applicants.

**ARTICLE 11 - POSITIONS AND VACANCIES (continued)**

C. Return Rights for Promotions and/or Transfers out of the Bargaining Unit.

An Employee who is promoted and/or transferred out of the Bargaining Unit into a supervisory or other non-Bargaining Unit position will have the following return rights:

1. Promotions and/or Transfers within Kaiser Dental or Kaiser Medical/Dental Integrated Positions (for which Dental Administration has participated in the selection process).
  - a. When a written request for return occurs within thirty (30) calendar days of the Employee commencing work in the new position, the Employee will be returned to his/her previous position, coded hours, worksite and shift. The Employee will return to the Bargaining Unit with the same seniority he/she would have accrued had he/she remained in the Bargaining Unit.
  - b. When a written request for return occurs after thirty (30) days, but before one hundred eighty (180) days, the Employee will be placed in any vacant position. If no vacant position exists, an On-Call position will be created for the returning Employee. The Employee will return to the Bargaining Unit with the same seniority he/she had when he/she left the Bargaining Unit.
  - c. An Employee seeking to return under this section shall have priority over an Employee seeking to return under Article 11.C.2.
2. Promotions and/or Transfers to Kaiser Medical (Non Integrated Positions) or Outside Kaiser.
  - a. When a written request for return occurs before one hundred eighty (180) days, and if mutually agreed upon by the Union and Employer, the Employee will be placed in any vacant position. If no vacant position exists, an On-Call position will be created for the returning Employee. The Employee will return to the Bargaining Unit with the same seniority he/she had when he/she left the Bargaining Unit.



**ARTICLE 11 - POSITIONS AND VACANCIES (continued)**

D. Probationary Period

1. An Employee shall be considered probationary during the first one-hundred-twenty (120) calendar days of his/her employment. An evaluation of progress will be reviewed with the Employee at the second (2nd) and fourth (4th) month of probation. The probationary period may be extended for an additional sixty (60) calendar days beyond the above-referenced period by mutual agreement of the Parties.
2. During the probationary period, an Employee may be discharged without recourse to the grievance procedure.

E. Orientation Program

1. The Employer will conduct an orientation to program policy, procedure and processes for each new Employee during the first (1st) week of employment. In addition, each Employee shall be scheduled for regional orientation. An Orientee will be provided with a modified schedule for training. An Orientee will be considered part of the normal staffing complement for the purpose of scheduling support staff and figuring hygiene ratios. A Regular Employee may be assigned to mentor an Orientee. The Employer will reserve a block of time each day during orientation for review. Input will be solicited from the Employee during orientation (Refer to Article 4.F).
2. Bargaining Unit Representatives will have the opportunity to meet with newly hired Employees during orientation, for the purpose of furnishing them with information about the Bargaining Unit. The Bargaining Unit's segment of orientation will be thirty (30) minutes in length and considered as paid time for the Orientee. The provision of orientation will not result in payment of overtime.
3. The Union Representative or Steward will not be paid for time spent providing orientation to new Union members.

F. Credit for Previous Experience

1. Newly employed Registered Dental Hygienists (including Perio-Hygienists) shall receive credit for prior Registered Dental Hygienist experience acquired in prior clinical settings. One (1) year of credit shall

**ARTICLE 11 - POSITIONS AND VACANCIES (continued)**

be granted for every one (1) year of previous clinical experience (which may include time as a hygiene instructor) in a position in which the Hygienist was employed on a regular basis of at least sixteen (16) hours per week. Credit for prior Registered Dental Hygiene employment of less than sixteen (16) hours per week shall be prorated on the basis of one (1) year's credit for every three (3) years experience.

2. A written statement of prior experience shall be provided by the Hygienist to the Employer. The Employer may at its discretion seek verification of the claim. Credit for experience for wage determination shall begin on the date the written statement is provided by the Hygienist.
3. Tenure credit for previous Registered Dental Hygiene experience which does not conform to the above provisions shall be discussed with the Union and the Parties shall strive to determine a fair application of the principle of tenure credit for previous experience.

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL**

Geographic Areas: North (Cascade Park, Salmon Creek, Longview/Kelso)  
West (Beaverton, Sunset, Tigard, Aloha)  
Central (Eastmoreland, Grand, North Interstate)  
East (Clackamas, Rockwood, Glisan, Gresham)  
South (North Lancaster, Skyline)

**A. Definition of Seniority**

1. Seniority shall be based on effective date, which is the first day of employment, in any Dental Hygiene job classification for those hygienists hired prior to April 28, 1992. For those hired after April 28, 1992, seniority will be based on the effective date of hire into the Bargaining Unit Dental Hygiene job classifications.
2. Seniority shall be lost by termination of employment or by transfer out of the Bargaining Unit, except as specified in Article 11.C. A leave of absence will have no effect (no loss) on seniority if the leave of absence is less than twelve (12) months.

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

B. Seniority List

1. An updated seniority list shall be published by the Employer every January and July and mailed to the Bargaining Unit office and to each Manager and Supervisor.

C. Application of Seniority

1. Seniority shall apply as described in applicable Articles.
2. Scheduled shift start/stop times and scheduled day(s) off of an Employee set prior to the formation of the Bargaining Unit shall stay the same unless a position opens, then an Employee may apply for it using seniority rules for transfers. In the event a change in worksite operations is required, decisions affecting Bargaining Unit members shall be made by mutual agreement between the Union and the Employer. If mutual agreement cannot be reached, seniority shall prevail. These changes shall include but are not limited to shift start/stop times and scheduling day(s) off.
3. In the event of a complete worksite relocation, an Employee of the affected location will have the opportunity to relocate to the new worksite without recourse to the usual interviewing and selection process. Location assignments of Employees who are affected by a partial worksite relocation will be negotiated and determined by mutual agreement between the Parties.

D. Order of Application

Seniority will be applied in the following order:

1. Regular Employees coded twenty (20) hours or more per week assigned to the job category in the Bargaining Unit.
2. Short-Hour Employees assigned to the job category in the Bargaining Unit.
3. On-Call and In-House Agency Employees assigned to the job category in the Bargaining Unit.

E. Reduction in Workforce - Permanent or Long-Term (more than 30 days)

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

1. Reduction in workforce will only be initiated for legitimate operational needs and will not be used to increase the number of Supervisors or Management nor to reduce the number of Full-Time positions in favor of Part-Time positions, or use of temporary agency employees.
2. In the event it becomes necessary to permanently reduce the workforce or coded hours worked, the Employer will notify the Union at least sixty (60) days in advance of any reduction; and, the Parties will meet to attempt to find ways of avoiding reductions.
3. When reductions remain necessary following the process above, the Employer will request Employees at the affected worksite to participate in voluntary permanent reduction until the necessary reduction in workforce is met. The most senior Employee at the worksite will have the first opportunity for voluntary reduction. Volunteers do not have access to the bumping process. If the hours reduced become available at any location within the Region within fifteen (15) months from the date of the reduction, all Employees who have taken voluntary reductions will be offered hours based on seniority before the hours are posted as vacancies.
4. When voluntary reductions do not meet the necessary reduction in the workforce, additional reductions shall take place at the affected worksite in inverse order of application of seniority (Article 12.D).
5. An Employee designated for reduction in workforce shall be given at least thirty (30) days notice of layoff or compensation at the regular rate of pay to the extent such notice is deficient. A copy of the notice shall be sent to the Union and the Employee via certified mail. Upon receipt of options available to the Employee with regard to the reduction, the affected Employee shall be allowed one (1) week to make a decision. If there are extenuating circumstances, the Employee may be permitted more than one (1) week by mutual consent.
6. An Employee whose position is eliminated or whose coded hours have been reduced shall have the following options in addition to lay off or recall:

[Worksites Within 20 Miles (See Appendix B)]

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

- a. Take any open, available position for which he/she holds the required licensure and endorsements.
- b. Bump the least senior Employee in the same classification at a worksite within twenty (20) miles from the location of the reduction who is coded within four (4) hours of the Employee.
- c. Bump the least senior Employee in the same classification at a worksite within twenty (20) miles of the location of the reduction for a whole shift(s).
- d. Bump the least senior Employee in a different classification (where the work can be performed after standard worksite orientation) who is coded within four (4) hours. This applies to either a position or a whole shift.
- e. Bump the least senior benefited Employee at a worksite within 20 miles from the location of the reduction.

[Within Region]

7. An Employee whose position has been displaced as a result of actions occurring in Article 12.E.6 above shall have the following options:
  - a. Take any open available position for which he/she holds the required licensure and endorsements.
  - b. Bump the least senior Employee position in the region in the same or different classification where the work can be performed after standard worksite orientation who is coded within four (4) hours.
  - c. Bump the least senior Employee whole shift in the region in the same or different classification where the work can be performed after standard worksite orientation.

[Last Option]

8. An Employee who has been displaced as a result of actions occurring in Article 12.E.7 shall be able to bump the least senior Employee in a benefited position in the region regardless of coding, classification or

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

location, where the work can be performed after standard worksite orientation.

[Performance, Competency and Training]

9. An Employee who has exercised his/her rights under Article 12.E Section 6, 7, and 8 above will have one-hundred-sixty (160) hours to demonstrate competent performance. Failure to successfully demonstrate competent performance will result in the Employee being placed into the recall pool or in lay off status.

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

10. An Employee in recall status shall be offered up to eighty (80) hours of training for a position in a different job classification if such a position becomes available.
11. While in recall status an Employee may perform work customarily performed by Short-Hour and On-Call Employees.
12. In the event that the application of reduction in workforce language at a worksite affects the provision of specialty services, the Union and the Employer will meet and mutually agree on the appropriate course of action.

**F. Reduction in Workforce - Temporary (less than thirty (30) days)**

1. In the event it becomes necessary for temporary reduction in workforce or deduction of hours not to exceed thirty (30) calendar days, such reduction shall take place in the affected clinic according to the inverse Order of Application section of this Article provided that remaining Employees have the licensure and endorsements to perform the required work. Vacation or zero time may be used during reduction in workforce at the Employee's option. The Employee's BAH will not be affected by use of zero time during temporary layoff.
2. The Employer retains the right to seek volunteers for temporary reduction or to reassign work within the worksite. If multiple Employees indicate their willingness to reduce hours, the opportunity will be offered according to the Order of Application section of this Article. If no volunteers exist, the Employer retains the right to effect temporary layoff(s) according to the inverse Order of Application section of this Article.
3. If a clinic is closed during normal hours of operation for two (2) to five (5) days, an Employee will not incur income loss provided the Employee is willing to be reassigned during this time period. If reassignment involves shifts outside of normal hours of operation, the Employer will meet and confer with the Union to outline how the process of reassignment will occur.

**G. Recall**

**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

1. A laid-off Employee shall be recalled in the Order of Application of seniority to positions for which he/she holds the required licensure and credentials to perform the work from a recall list that will remain in effect for fifteen (15) months from the date of layoff.
2. Notice of recall shall be made by certified mail (to addressee only) to the Employee's last address on the Employer's record; and, the Union shall be notified. The Employee shall have an obligation to confirm acceptance or rejection of an offer to return to work, in writing, within seven (7) calendar days of the offer. Failure to accept written notification constitutes rejection of position.
3. Any Employee in the recall pool who holds the required licensure and credentials to perform the work shall be recalled and have the right of first refusal for any vacancy before any new Employee is hired. A Temporary Employee will not be hired while any Employee is on layoff status unless the layoff pool of Employees cannot meet scheduling needs. A recalled Employee will have an appropriate orientation with pay.
4. If the position is within twenty (20) miles of the prior worksite, the same shift, within four (4) coded hours of the prior position held by the Employee and the Employee refuses the job, the Employer may remove the Employee from the recall rolls.

H. Benefit Coverage

1. For Employees terminated as a result of Reduction in Workforce who are in recall status:
  - a. In the event of a permanent reduction in workforce, an Employee with ten (10) or more years of service (based on most recent hire date) will receive Employer paid health plan coverage to the end of the termination month plus six (6) months. Employer paid dental coverage will be provided to the end of the termination month plus three (3) months.
  - b. An Employee with seven (7) or more years but less than ten (10) years of service (based on most recent hire date) will receive Employer paid health plan coverage to the end of the termination month plus four (4) months. Employer paid dental



**ARTICLE 12 - SENIORITY, REDUCTION IN WORKFORCE, RECALL (cont.)**

coverage will be provided to the end of the termination month plus two (2) months.

- c. An Employee with three (3) years but less than seven (7) years of service (based on most recent hire date) will receive Employer paid health plan coverage to the end of the termination month plus two (2) months. Employer paid dental coverage will be provided to the end of the termination month plus one (1) month.
  - d. An Employee with less than three (3) years of service (based on most recent hire date) will receive Employer paid Health and Dental coverage according to normal procedure. See Article 18.
  - e. By law, an Employee will have the opportunity to purchase continued group health and dental plan coverages for an additional eighteen (18) months following expiration of the Employer paid coverages.
2. For Employees in recall status who continue active employment:
- a. The benefit average hours process will be applied if the Employee maintains an active employment status.

I. Severance Pay (formerly Appendix C)

In the event of a reduction in workforce, when the affected Employee loses employment, the Employee shall be eligible for one (1) week of severance pay per year of service to a maximum of ten (10) weeks.

J. Mechanization

- 1. The term "mechanization" is defined as replacement of essential elements of an Employee's particular job by a machine or other technological improvement, including but not limited to, introduction of automated processes and work-saving devices.
- 2. When an Employee's job is eliminated because of mechanization, the Employer will meet and confer with the Union to discuss available options, which may include application of permanent reduction in workforce language of this Contract.

## ARTICLE 13 - HEALTH AND SAFETY

### A. Health and Safety

It is the policy of Kaiser Permanente Dental Care Program to maintain a safe and healthful work environment. Dental Care Program Management will assure that all Dental Hygienists have been appropriately trained in the infection control policies and procedures, provide necessary supplies and equipment to carry out these procedures, assist facility management in delivering training, implementing policy, and promoting conformance. The Employer will comply with all applicable regulatory agency requirements in administering an effective environmental health and safety management program. The Employer will review recommendations of regulatory agencies and implement those that are appropriate.

### B. Staffing

The Employer and the Union agree to establish joint staffing teams at each dental office in support of the National Contract regarding staffing.

### C. Nitrous Oxide Administration

1. Dental Hygienists, on a voluntary basis, will use Nitrous Oxide as a form of conscious sedation in adherence with program policy.
2. Periodontal Dental Hygienists must hold a certificate of endorsement for Nitrous Oxide Sedation and will make reasonable efforts to have Nitrous Oxide sedation available to members who request it.
3. It is recognized that Dental Hygienists are accountable for the pain management of their patients. If an Employee requests time off within twelve (12) weeks and his/her schedule has patients who require nitrous services, the schedule(s) will be offered to Bargaining Unit Employees. If no coverage for nitrous services is available the schedule(s) will be offered to non-Bargaining Unit Hygienists.

### D. Employee Obligation

An Employee shall observe all applicable health and safety laws and regulations and comply with all Employer's health and safety rules and instructions. All proper safety

## ARTICLE 13 - HEALTH AND SAFETY

devices and clothing required and provided shall be used and worn.

### E. Health and Safety Committee

1. The Employer will maintain a Worksite Environmental Health and Safety Committee composed of proportionate Employee/Provider workgroup (including Dentists and Dental Hygienists) and Employer representatives.
2. The Committee will function in accordance with applicable regulatory requirements and program policy regarding environmental health and safety issues. Health and safety concerns can be addressed in writing to the Employer.

### F. Work-Related Injury or Illness

1. Work-related injury or illness shall be reported to the Employee's Manager or designee, immediately after the incident giving rise to the injury and/or becoming aware of the injury or illness. Follow-up to these incidents will be managed by worker's compensation specialists and/or employee health service specialists in accordance with applicable regulatory agency requirements and program procedure.
2. The Employer will make forms available and assist in completion, upon request of the Employee, of application for disability and worker's compensation benefits claims.
3. See Industrial Leave, Article 23.C.4.b.

### G. Injury Reduction Program

1. The Regional Labor/Management Committee will form an Ergonomics Committee as a subcommittee whose two-fold mission will be injury prevention and wellness promotion. To support this mission the Ergonomics Committee will study the ergonomic challenges of the instruments used, the furnishings and structures of the dental offices including operatory design, changes in work schedules, patient scheduling protocols, promotion of physical fitness and how these affect the health and safety of the hygienists. The Ergonomics Committee will consider OSHA Guidelines relative to ergonomics in dental hygiene.

**ARTICLE 13 - HEALTH AND SAFETY (continued)**

2. Committee membership will consist of the following: two (2) Bargaining Unit Registered Dental Hygienists, two (2) designees per Dental Administration, and a Health and Safety Manager. In addition a mutually agreed upon Kaiser Permanente Industrial Medicine Physician shall be identified and requested to serve as an ergonomic resource person. Said Physician may be requested by either Party to attend meetings of the RDH Ergonomic and/or Regional Labor/Management Committee.
3. The Ergonomics Committee may invite an array of participants including State Industrial Hygienists, manufacturers representatives and/or a dental researcher.
4. The Ergonomics Committee will recommend to the Regional Labor/Management Committee agenda topics for training and education in the area of injury prevention and wellness promotion.
4. The Ergonomics Committee will give recommendations to the Regional Labor/Management Committee for evaluation and action.

H. Integrated Disability Management Program (IDM)(LOU App.G)

1. An Employee who is returned to work in a temporary assignment, as designated by the Integrated Disability Management Program, will continue membership in their original bargaining unit, will accrue seniority as defined in the collective bargaining agreement, and will pay dues and fees to their current union.
2. When it is determined an employee with an accepted Workers Compensation claim may not return to their job due to permanent disability/work limitations but is able to perform work with the Employer in a different position and/or job title, the employee will be awarded an available and suitable job for which they are qualified.
3. When it is determined an employee who has a non-occupational injury or illness may not return to their job due to permanent disability, the employee will be awarded an open and appropriate job for which they are qualified as part of the normal job bidding process for the open position, recognizing the contractual seniority provisions.

**ARTICLE 13 - HEALTH AND SAFETY (continued)**

4. In both circumstances, the Employees will be given preference for placement over outside applicants.
5. At such time as the employee is permanently placed into a new position, they will become a member of the new bargaining unit and will assume all rights and responsibilities of that bargaining unit position, without loss of seniority as defined by their previous bargaining unit position (Refer to National Agreement, Workplace Safety).

**ARTICLE 14 - EQUIPMENT AND SUPPLIES**

A. Hygiene Instruments

1. The Employer shall assure an adequate supply of hygiene instruments. Float and On-Call Hygienists shall use On-Call instrument set-ups. On-Call instrument set-ups will be evaluated by a designated Hygienist and will be replaced as needed.
2. Each clinic shall have at least one mobile cart or basket to transport supplies efficiently from operator to operator, to be utilized by On-Call or Float Hygienists, or any Hygienist who does not have his/her own operator.

B. Uniforms and Personal Protective Attire

1. The Employer will provide and maintain scrub suits and cover coats for use by Employees.
2. Kaiser Permanente Dental Care Program's Infection Control Policy and Dress Guideline Policy will comply with all Federal and State regulations and guidelines which pertain to the provision and maintenance of personal protective wear.

C. Dental Materials Committee

1. The Dental Materials Committee shall, in addition to existing representatives, include one (1) Bargaining Unit Registered Dental Hygienist.
2. The Registered Dental Hygienist will participate in reviewing oral hygiene products, literature and making recommendations as they relate to dental hygiene,

**ARTICLE 14 - EQUIPMENT AND SUPPLIES (continued)**

patient oral health and patient education in the workplace.

3. Any issues regarding oral hygiene products, techniques or anything regarding patient oral health may be brought to the attention of this Committee/Representative for recommendation.
4. The Registered Dental Hygienist Representative will serve for the duration of this Agreement and then be reappointed or rotated with another representative from the Bargaining Unit.
5. Patient schedules will be cleared for the designated Registered Dental Hygienist Representative to participate at these meetings. The Representative will be paid for meeting, travel time and mileage as stipulated in this Collective Bargaining Agreement. See Article 17.B.5,6 and Article 10.B.6.

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES**

A. Continuing Education Reimbursement

1. Each Employee who is coded or has a BAH of twenty (20) or more hours and who has been employed for at least six (6) consecutive months, shall be reimbursed according to program policy, for expenses required for applicable state licensure.
2. Each On-Call and Short-Hour Employee who does not qualify for benefits, employed for at least six (6) consecutive months, will be paid on a pro-rated basis consistent with the average hours worked over the prior three (3) month period.
3. Expenses such as registration, books, materials and supplies will be paid by the Employer.
4. Funds for reimbursement of continuing education expenses will be dispersed after submission of completed application for funds.

B. Educational or Professional Leave

1. The following grid delineates the conditions by which the Registered Dental Hygienist Bargaining Unit Members

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

will be granted additional permanent, prorated permanent and bonus continuing education days.

(Please refer to chart on following page)

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

| Date    | Condition   | Result   |
|---------|---|--|
| 10/1/05 | Existing  | 1.0 day  |
| 1/1/06  | None  | Additional .5 days per RDH   |
| 1/1/07  | <ul style="list-style-type: none"> <li data-bbox="651 432 1013 562">▪ Reduce gap of Productivity Target by 50% for 2006.</li> <li data-bbox="651 604 1013 699">▪ Meet RDH Absenteeism Target 2006</li> <li data-bbox="651 741 1013 871">▪ Bonus - Meet Program Financial Margin for 2006</li> </ul> | <ul style="list-style-type: none"> <li data-bbox="1045 432 1382 464">▪ .5 day prorated</li> <li data-bbox="1045 604 1382 636">▪ .5 day prorated</li> <li data-bbox="1045 741 1203 772">▪ .5 day</li> </ul>     |
| 1/1/08  | <ul style="list-style-type: none"> <li data-bbox="651 919 1013 1014">▪ Meet balance of Productivity Target for 2006.</li> <li data-bbox="651 1056 1013 1150">▪ Meet RDH Absenteeism Target 2007</li> <li data-bbox="651 1192 1013 1323">▪ Bonus - Meet Program Financial Margin for 2007</li> </ul> | <ul style="list-style-type: none"> <li data-bbox="1045 919 1382 951">▪ .5 day prorated</li> <li data-bbox="1045 1056 1382 1087">▪ .5 day prorated</li> <li data-bbox="1045 1192 1203 1224">▪ .5 day</li> </ul> |
| 1/1/09  | <ul style="list-style-type: none"> <li data-bbox="651 1371 1013 1501">▪ Bonus - Meet Program Financial Margin for 2008</li> </ul>   | <ul style="list-style-type: none"> <li data-bbox="1045 1371 1203 1402">▪ .5 day</li> </ul>   |
| 1/1/10  | <ul style="list-style-type: none"> <li data-bbox="651 1512 1013 1642">▪ Bonus - Meet Program Financial Margin for 2009</li> </ul>   | <ul style="list-style-type: none"> <li data-bbox="1045 1512 1203 1543">▪ .5 day</li> </ul>   |

Clarification:

- a. Bonus is not permanent; it is paid on year-by-year basis.
- b. The 50% movement towards the 2006 Productivity target is based on December 2005 year end data.



**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

- c. If the RDH group misses Performance Targets in designated year, prorated (.5) day can be earned in subsequent years.
- d. If the RDH group meets the prorated productivity performance target in an earlier year, the RDH group will earn it early.
- e. Once a performance Target is achieved, the prorated (.5) day earned becomes permanent.
- f. Prorating is based on previous year's hours worked. (Lump sum drop at first of year.)

If the Dental Program Priorities change, these Performance Targets may be changed by mutual agreement.

- 2. Educational time shall be paid at straight time and shall not be calculated as overtime.
- 3. In the case of courses or programs required by the Employer, time spent by the Employee shall be paid as hours worked and shall not be counted against educational leave or vacation.
- 4. Educational leave days will not be unreasonably denied.

C. Sharing of Program Content

- 1. Each Employee who attends education programs, as provided for in this Article, may be required to share program contents with other staff members as requested by the Employer.

D. Continuing Education History

- 1. The Employer will maintain a history of course hours of the continuing education attended by the Employee and provide the Employee with a history printout twice a year.

E. In-Service Training

The Employer will provide an ongoing in-service training program designed to keep Employees up to date on processes and procedures and to develop and maintain technical and professional skills.

- 1. There shall be three (3) types of in-services that may be offered:

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

- a. Mandatory: If an in-service is designated as mandatory, an Employee will be required to attend and shall be paid for his/her time in attendance.

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

- b. Non-mandatory unpaid: If an in-service is designated as non-mandatory unpaid, an Employee shall decide whether to attend, but shall not be paid for time in attendance.
  - c. Non-mandatory paid: An in-service may be designated as non-mandatory paid at the discretion of the Manager.
  - d. Each in-service training program shall be designated in writing as either mandatory, non-mandatory unpaid or non-mandatory paid at the time that it is announced.
2. Appropriate in-service training programs shall be offered to Employees in all departments. Employees on all shifts shall be offered in-service training programs during their normal work shift.
- a. An Employee shall make a reasonable effort to attend in-service training programs. If an Employee is unable to attend a mandatory in-service, he/she will make arrangements with his/her Manager to obtain the required training. He/she will give prior notice to the Employee's Manager.
  - b. Whenever possible, in-service training programs will be scheduled to begin or end at shift changes or to accommodate varying work schedules.
  - c. All mandatory in-service training programs will be posted in designated areas in each facility at least one (1) week in advance.
  - d. Mandatory in-service training will not be scheduled during meal times unless mutually agreed upon by the workgroup.

F. Labor/Management Continuing Education Program

- 1. The Parties agree to establish a Labor/Management Continuing Education Committee. By January 1, 2006 this Committee will meet and develop an outline for completing analysis, identify key milestone dates, and establish deadlines for presentation of results to the

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

Dental Business Leader and the Regional Labor/Management Committee.

2. The Labor/Management Continuing Education Committee will be composed of two (2) Registered Dental Hygienists and two (2) members representing Dental Administration. Representatives from Permanente Dental Associates will be invited to participate by providing input and ideas.
3. The Labor/Management Continuing Education Committee will assess the feasibility of an in-house continuing education program to be offered to all Bargaining Unit members and others to be determined by the Committee.
4. As part of its work, the Labor/Management Continuing Education Committee will identify educational needs for Dental Hygienists and develop new programs or offer existing programs to meet those needs.
5. At such time as the guidelines for accessing the Labor Management Education Trust established by the 2005 National Agreement are available, the Labor/Management Continuing Education Committee will determine how to utilize the financial opportunities provided by the Trust.

G. Tuition Reimbursement

1. The Employer and the Union agree that promoting education is a benefit to both the Employee and the Employer. Education will open avenues for Employee growth and development to enhance career mobility. The Employer supports this mutual goal through the Tuition Reimbursement Program.
2. An Employee regularly scheduled twenty (20) hours or more per week with twelve (12) months of continuous employment is eligible for the tuition reimbursement. Classes taken at an accredited school, community college or university related to the Employee's current position or accredited degree program will be reimbursed.
3. A Tuition Reimbursement form must be submitted within thirty (30) days of the start of the term. The class must be passed with a grade of "C" or higher or reflect

**ARTICLE 15 - CONTINUING EDUCATION AND IN-SERVICES (continued)**

a "Pass" grade prior to reimbursement. A copy of the grade report shall be provided to the Employer.

4. Tuition reimbursement will be made on a calendar year with no carry over from a previous year. The maximum amount of reimbursement payable to an Employee per calendar year is six-hundred (\$600) dollars. Reimbursement may cover cost of tuition, lab fees and textbooks.

**ARTICLE 16 - DEPENDENT CARE**

A Bargaining Unit member will participate in the Employer's Dependent Care Committee if such a committee is established.

For the Child and Dependent Care Assistance Plan see Article 20.

**ARTICLE 17 - COMPENSATION**

A. Wages

(See Appendix A)

B. Differentials and Premium Pay

1. Reporting Pay

An Employee who reports for work as scheduled but is sent home because of lack of work shall be paid for half of his/her regularly scheduled shift, at the straight time rate including any applicable differentials, for that day. Such minimum shift length pay shall not apply where Employees have agreed to trade portions of a shift between each other; in which case, only the hours worked shall be paid.

2. Call-In

An Employee called in to work on a day not scheduled will be paid half of his/her regularly scheduled shift, at the straight time rate including any applicable differentials, for that day. Travel time is included in the minimum paid hours.

3. Call-Back

An Employee called back to work after the end of the shift shall be compensated a minimum of three (3) hours for all such work at the straight time rate including any applicable differentials. Travel time is included in the minimum paid hours.

4. Out-of-Classification

Each Employee who performs duties outside his/her position for a defined whole shift shall be paid at the rate of the higher classification.

**ARTICLE 17 - COMPENSATION (continued)**

5. Mileage Reimbursement

Each Employee reassigned during his/her shift from one location to another will receive a mileage allowance for all miles traveled between the original location and the subsequent location(s), at the mileage rate in accordance with the Employer's prevailing organization mileage reimbursement policy.

6. Travel Time Pay

Travel time from one location to a subsequent location(s) is considered time worked and will be paid at the Employee's regular rate of pay plus any applicable shift differential and mileage allowance.

7. Differential in Lieu of Benefits (On-Call, Short-Hour)

Each On-Call, Short-Hour (less than twenty (20) hours/week) or Temporary Employee who is ineligible for benefits shall receive an in lieu of benefits premium for each hour worked.

8. Evening Shift Differential

Each Employee working a shift of four (4) or more hours starting at or after 12:00 PM which ends after 6:00 PM shall receive a shift differential premium.

C. Performance Sharing Program (PSP)

1. Registered Dental Hygienists will participate in the Employer's Performance Sharing Program (PSP).

D. Alternative Compensation

1. Registered Dental Hygienists coded to twenty (20) hours or more per week may choose between the Traditional Compensation Program or the Alternative Compensation Program. The Alternative Compensation Program allows an Employee to waive out of medical and dental benefits in exchange for an increase in hourly pay. All other benefits are retained.
2. These restrictions apply to the Alternative Compensation Program:

**ARTICLE 17 - COMPENSATION (continued)**

- a. An Employee electing the Alternative Compensation Program must provide proof of medical coverage with another insurance company before being enrolled in the Alternative Compensation Program.
  - b. Once an Employee elects the Alternative Compensation Program, he/she may only change to the Traditional Compensation Program during the annual open enrollment period or within thirty-one (31) days of a qualifying family status change, such as marriage, divorce, or death of a spouse or domestic partner.
  - c. Once an Employee elects the Traditional Compensation Program, he/she may only change to the Alternative Compensation Program within thirty-one (31) days of a qualifying family status change, such as marriage, divorce, or death of a spouse or domestic partner.
  - d. An Employee must be coded twenty (20) hours or more per week to qualify to participate in the Alternative Compensation Program.
3. Effective the first pay period of each payroll year, the annual Alternative Compensation amount will be adjusted by seventy percent (70%) of the percent change of that year's monthly composite medical and dental premiums from the prior year. The baseline rate is the 2005 benefit year rate of four dollars and twenty-one cents (\$4.21) per hour.

For example:

If the percent change from the 2005 monthly composite medical and dental premium to the 2006 monthly composite medical and dental premium is 10%, then the 2006 Alternative Compensation amount would be adjusted by 7%, which is 70% of 10. The calculation is  $4.21 \times 1.070 = 4.50$ . The 2006 hourly amount would be \$4.50.

If the percent change from the 2006 monthly composite medical and dental premium to the 2007 monthly composite medical and dental premium is 8%, then the 2007 Alternative Compensation amount would be adjusted by 5.6%, which is 70% of 8. The calculation is  $4.50 \times 1.056 = 4.75$ . The 2007 hourly amount would be \$4.75.



**ARTICLE 17 - COMPENSATION (continued)**

E. Worker's Compensation Deduction (formerly Appendix D)

Each Employee shall be assessed fourteen cents (\$0.14) per day effective when more than half of the non-union Employees are paying, and in no case shall occur earlier than 1/1/95.

## ARTICLE 18 - INSURANCE AND RETIREMENT

### A. Health and Medical Insurance

1. Each Employee hired in a benefit status will be eligible to enroll himself/herself and his/her eligible dependents in the Employer-sponsored group medical and dental plan during his/her first thirty (30) days of employment including vision and prepaid prescription coverage (with a five dollar (\$5.00) charge) will be provided for an Employee working twenty (20) hours or more per week and his/her eligible dependents. The medical coverage will be effective on the first (1st) day of the month following employment and will be based on the Kaiser Foundation Health Plan of the Northwest "5A5AE" medical plan benefit array. Dental plan coverage will be effective on the first (1st) day of the month following three (3) months of employment in a benefit status and will be based on the Kaiser Foundation Health Plan of the Northwest "5CX" dental plan benefit array.
2. Each Employee hired in a non-benefit status will be eligible to enroll himself/herself and his/her eligible dependents, in the Employer-sponsored group medical and dental plan during the first thirty (30) days following the date that he/she enters a benefit status. The medical coverage will be effective on the first (1st) day of the month following the date the Employee enters a benefit status and will be based on the Kaiser Foundation Health Plan of the Northwest "5A5AE" medical plan benefit array. Dental plan coverage will be effective on the first (1st) day of the month following three (3) months of employment in a benefit status and will be based on the Kaiser Foundation Health Plan of the Northwest "5CX" dental plan benefit array.
3. An Employee who becomes eligible for the medical and dental plan and does not enroll during the thirty (30) days following initial eligibility must wait for an annual open enrollment period to enroll. Employees who lose medical plan coverage from another source because of the death, divorce, or termination of employment of a spouse may, during the first thirty (30) days following the loss of coverage, enroll himself/herself and his/her eligible dependents in the Employer-sponsored group medical and dental plan. January of each year shall constitute the open enrollment period with medical coverage effective on February 1. Dental coverage effective dates will be determined using the

## ARTICLE 18 - INSURANCE AND RETIREMENT

rules above based on an Employee's actual employment period in a benefit status.

4. NOTE: PROVISIONS IN ARTICLE 18.A.4 HAVE BEEN MODIFIED BY THE NATIONAL AGREEMENT.

Eligible dependents include an Employee's spouse, an unmarried child under the age of twenty-one (21), an unmarried child under the age of twenty-three (23) who is a full-time registered student at a recognized educational institution, and an unmarried child of any age who is chiefly dependent on the Employee or Employee's spouse for support and maintenance and is incapable of self-sustaining employment by reason of developmental disability or physical handicap which occurred prior to his/her reaching age twenty-one (21) or age twenty-three (23) if a full-time student.

5. Each Employee coded and with a BAH less than twenty (20) hours per week shall be paid two dollars (\$2.00) per hour in lieu of benefits differential.
6. An Employee with eighteen (18) months service in a benefit status on an industrial leave or non-industrial leave will receive Employer-paid health plan coverage on the same basis as an active Employee until exhaustion of Employer-paid time off or six (6) months from the date the Employee is off work, whichever is later. The Employee will continue to accrue paid time off benefits while his/her accumulated sick leave is integrated with Worker's Compensation payments.

### B. Employee Self-Pay Medical and Dental Plans

1. A newly hired Employee who is On-Call or Short-Hour (less than twenty (20) scheduled weekly hours) will have the opportunity to enroll in Employer-sponsored self-pay group medical plan coverage during the first thirty (30) days of employment. The coverage will be effective on the first (1st) of the month following hire and will be based on the Kaiser Foundation Health Plan of the Northwest "5E5EE" benefit array.
2. An Employee who remains in a non-benefit status after hire and does not elect to enroll in Employer-sponsored self-pay group medical coverage at hire will have one (1) opportunity each year to enroll in the plan during the month of January (open enrollment) with coverage effective on February 1.

## ARTICLE 18 - INSURANCE AND RETIREMENT (continued)

3. An Employee who loses medical plan coverage from another source because of the death, divorce, or termination of employment of a spouse may, during the first thirty (30) days following the loss of coverage, enroll in the Employer-sponsored self-pay group medical plan without waiting for open enrollment. The coverage will be effective on the first (1st) day of the month following the date the prior medical plan coverage terminates.
4. An Employee who loses Employer-paid group medical plan or dental plan coverage because of reduced hours, leave of absence, termination or retirement may continue the same Employer-sponsored coverage on the same basis as an active Employee in a benefit status for up to eighteen (18) months on a self-pay basis.
5. An Employee who loses Employer-paid group medical plan coverage because of reduced hours or early retirement (and is eligible for Employer-paid medical plan benefits at a later date) and who does not elect the option identified in Article 18.B.4 above, may elect to enroll in Employer-sponsored self-pay group medical plan coverage during the first (1st) thirty (30) days following the loss of Employer-paid medical benefits. The coverage will be effective on the first (1st) of the month following the loss of Employer-paid medical benefits and will be based on the Kaiser Foundation Health Plan of the Northwest "5E5EE" benefit array. Eligible dependents will also be eligible for enrollment.
6. An active Employee or early retiree (who is eligible for Employer-paid medical plan benefits at a later date) who has previously chosen eighteen (18) months of continuing coverage on the same basis as an active Employee in a benefit status will have the opportunity to convert to the "5E5EE" benefit array anytime on or before the expiration of coverage provided during the first eighteen (18) months in a non-benefit status.
7. An Employee who loses Employer-paid coverage or becomes ineligible for continuing Employer-sponsored self-pay coverage due to the termination of employment and does not elect the option identified in Article 18.B.4 above, may be eligible to convert to individual plans made available by the medical plan carrier.

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

C. Short Term Disability

1. An Employee shall receive Employer-paid short term disability coverage for illness or injury not connected with the job effective the first (1st) day of the month following the completion of one (1) year of continuous employment as a regularly scheduled Employee on a work schedule of twenty (20) or more hours per week. The disability insurance benefit provides income protection amounting to fifty percent (50%) of an Employee's regular straight time earning based on BAH or coding, whichever is greater, up to a maximum of one-hundred-ninety dollars (\$190.00) per week, for twenty-six (26) weeks commencing on the eighth (8th) day of disability or upon expiration of Employer-paid sick leave, if later.

D. Employee Benefit Eligibility and Benefit Average Hours (BAH)

1. Unless specifically noted otherwise, all Employee benefits are subject to eligibility based on the Employee having scheduled weekly hours (SWH) or benefit average hours (BAH) equal to or greater than twenty (20) hours per week. An Employee meeting these guidelines is considered to be in a Benefit Status.
2. An Employee's BAH is calculated two (2) times per year and is updated on January 1 and July 1. The January 1 update is calculated using the fourteenth (14th) through the twenty-fourth (24th) pay periods of the prior payroll calendar year in the averaging period. The July 1 update is calculated using the first (1st) through eleventh (11th) pay periods of the current payroll calendar. If an Employee has not been through a BAH calculation cycle, his/her BAH equals zero.
3. An Employee hired in the first (1st) through the ninth (9th) pay periods will have his/her first BAH calculated using the actual weeks worked (effective July 1). An Employee hired in the tenth (10th) through thirteenth (13th) pay periods will have his/her first BAH calculated using the fourteenth (14th) through twenty-fourth (24th) pay periods (effective January 1). An Employee hired in the fourteenth (14th) through twenty-second (22nd) pay periods will have his/her first BAH calculated using actual weeks worked (effective January 1). An Employee hired in the twenty-third (23rd) through twenty-sixth (26th) pay periods will have his/her first BAH calculated using

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

the first (1st) through eleventh (11th) pay periods of the following year (effective July 1).

4. All hours paid using an Employee's base hourly rate (BHR) are counted in determining an Employee's BAH. Hours not worked but coded "WPC (without pay at Company Request)" are included. Standby hours are not included. Periods during which an Employee is classified as "temporary" or is on an approved leave of absence are excluded from the calculation.
5. For purposes of certain Employee payroll deductions, benefit levels are determined based on the greater of an Employee's SWH or BAH.

| <u>Greater of SWH or BAH</u> | <u>Benefit Level</u>           |
|------------------------------|--------------------------------|
| 32.00 hours or more          | One                            |
| 26.00 to 31.99 hours         | Two                            |
| 20.00 to 25.99 hours         | Three                          |
| Less than 20.00 hours        | Four (not in a Benefit Status) |

Any payroll deduction changes which are required due to a change in SWH or BAH will be effective the first (1st) complete pay period following the date of SWH or BAH change.

6. If SWH or BAH changes, the effective date of SWH or BAH is not necessarily the effective date of any change in a specific Employee benefit. The effective date of change for a specific benefit (due to a change in SWH or BAH) will be based on the rules regarding the effective date for that benefit.
7. An Employee losing medical, dental or life insurance coverage due to a drop in SWH and/or BAH to a value less than 20.00 will be offered the opportunity to continue or convert these coverages to other group or individual plans as described in Article 18, or allowed by the various insurance carriers.
8. Employee Contributions for Medical and Dental Benefits

An Employee with SWH or BAH of twenty (20) or more hours per week who enrolls in the medical/dental plan

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

will be assessed each pay period for this plan coverage as follows:

|                              |                   |                |
|------------------------------|-------------------|----------------|
| <u>Greater of SWH or BAH</u> |                   | <u>10/1/00</u> |
| 32.00 hours or more          | Employee Only     | \$0.00         |
|                              | Employee + Family | \$0.00         |
| 26.00 to 31.99 hours         | Employee Only     | \$9.04         |
|                              | Employee + Family | \$18.07        |
| 20.00 to 25.99 hours         | Employee Only     | \$13.54        |
|                              | Employee + Family | \$27.11        |

The Employer will make available a mechanism so Employees will pay the benefit assessment on a pre-tax basis.

9. Employee Contributions for Short Term Disability Benefits

An Employee with SWH or BAH of twenty (20) or more hours per week who enrolls in the short term disability plan will be assessed each pay period of this plan coverage as follows:

|                           |                 |
|---------------------------|-----------------|
| <u>Greater SWH or BAH</u> | <u>10/20/96</u> |
| 32.00 hours or more       | \$ 0.00         |
| 26.00 to 31.99 hours      | .95             |
| 20.00 to 25.99 hours      | 1.91            |

E. Retirement Income Benefits

1. Employees will be provided retirement benefits through the Kaiser Permanente Northwest Pension Plan (KPNPP), a defined benefit plan, and the Oregon Federation of Nurses and Health Professionals - Kaiser Foundation Health Plan Retirement Plan and Trust (OFNHP-KFHP RP&T), a defined contribution plan, as follows:

a. Defined Benefit Plan

1) Each Employee will accrue both Credited Service (used to determine the amount of benefit) and Service (used to determine eligibility for vesting and early retirement) under the KPNPP. The KPNPP shall provide a monthly income commencing at age 65 of 1.45% of final average monthly compensation over the sixty highest

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

consecutive months out of the last 120 of employment. For Participants as of 11/1/03 who had either elected or received only a defined contribution plan as of that time, Credited Service will be modified based on the following:

- a) Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under 60 years of age or have less than 20 years of vesting service, or both, as of January 1, 2006 as follows: All employees with 20 or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.
- b) Three (3) years of credited service will be credited immediately for eligible participants who are both age 60 or older, and have 20 years or more of vesting service as of January 1, 2006.
- c) Eligible participants are employees who were employed as of November 1, 2003 and still employed October 1, 2005 and were not in the defined benefit plan immediately before November 1, 2003.

b. Defined Contribution Plan

The employer will also contribute to the OFNHP-KFHP RP&T according to the following schedule: 1.0% of base wage rate.

c. Plan Administration

- 1) Forfeitures due to vesting under this plan are to be returned to the Employer.

d. Retirement Health and Dental Benefits

- 1) Each Employee hired on or before December 31, 1984 who is eligible for Employer-paid health care benefits as an active Employee at the time of retirement and who is:
  - age 65 or older on his/her last day of employment, or



**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

- younger than age 65, but age 55 or older and has fifteen (15) or more years of service on his/her last day of employment, or
- younger than age 55, and his/her age plus years of service total seventy-five (75) or more on his/her last day of employment,

shall receive Employer-paid retiree health, prescription drug, vision and dental care benefits for himself/herself and his/her eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.

- 2) Each Employee hired on or after January 1, 1985 who is eligible for Employer-paid health care benefits as an active Employee at the time of retirement and who is:

- age 55 or older and has fifteen (15) or more years of service on his/her last day of employment, or
- younger than age 55, and his/her age plus years of service total seventy-five (75) or more on his/her last day of employment,

shall receive Employer-paid retiree health care and prescription drug benefits for himself/herself and his/her eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.

- 3) A year of service is defined as any calendar year in which the Employee is paid for 1,000 or more hours.
- 4) Current retirees and Employees who meet the eligibility rules for retiree medical benefits described in paragraphs 1) and 2) above on or before December 31, 1996 (although they may delay actual retirement until a later date) will receive benefits based on provisions in effect prior to January 1, 1997 which include a one dollar (\$1.00) co-pay for each prescription purchase and a two dollar (\$2.00)

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

co-pay for each dental office visit, if applicable (benefit arrays "0A1AE" and "2CX"). The Employer will provide one-hundred percent (100%) of the plan cost.

- 5) Each Employee who meets the eligibility rules for retiree medical benefits described in paragraphs 1) and 2) above on or after January 1, 1997 will receive benefits based on provisions in effect after December 31, 1996 which include a five dollar (\$5.00) co-pay for medical (and dental, if applicable) office visits and a five dollar (\$5.00) co-pay for each prescription purchase (benefit arrays "5A5AE" and "5CX"). The Employer and retiree will each share one-half (1/2) of the future retiree medical plan cost over the January 1, 1997 plan cost with the Employee cost not exceeding thirty percent (30%) of the total plan cost.
- 6) Coverage under the retiree medical plan will be provided through the Kaiser Permanente Medical Care Program (KPMCP). Retirees and eligible dependents who enroll in the retiree medical plan who are eligible for both Parts A and B of Medicare will be eligible for the Medicare Coordinated Coverage Plan including Prepaid Drugs and Prepaid Vision Care Plan, but they must maintain enrollment in Part B of Medicare and assign both Parts A and B of Medicare benefits to the KPMCP. If the retiree or dependent is eligible for Part A but not for Part B, or for Part B but not for Part A, the retiree and dependents must maintain the Medicare benefits for which the retiree and dependents are eligible and assign benefits thereunder. Failure to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide Employer-paid retiree medical benefits.
- 7) If a retiree or dependent is not eligible for Parts A and B of Medicare, the Employer will provide a non-Medicare coordinated coverage. If the current Medicare program is discontinued, substantially modified or

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

replaced by a national health care program, these benefits will terminate; provided, however, that the retiree will be offered as an alternative a plan substantially equivalent to that provided the active Kaiser Permanente Employees covered under this Agreement.

- 8) If a retiree is not eligible for enrollment in the KPMCP due to residence outside of a Kaiser Permanente Service Area, the Employer will provide reimbursement for premiums paid for medical coverage provided by another carrier up to an amount equal to one-half (1/2) the amount that the Employer would pay for the retiree and eligible dependents had they remained in the Northwest Region Service Area.
- 9) Each Employee hired on or before December 31, 1984 who is eligible to retire on or before December 31, 1996 and actually retires at age 65 or later will receive Employer reimbursement for the base rate premium paid to Social Security for his/her own and/or his/her eligible dependent Part B Medicare coverage if enrolled in the KPMCP.
- 10) Each Employee hired on or before December 31, 1984 who is eligible to retire after December 31, 1996 and actually retires at age 65 or later will receive Employer reimbursement for the base rate premium paid to Social Security for his/her own and/or his/her eligible dependent Part B Medicare coverage if enrolled in the KPMCP, not to exceed the base rate in effect on January 1, 1997.
- 11) Each Employee hired on or after January 1, 1985, and any Employee who retires prior to age 65, will not receive Employer reimbursement for Part B Medicare premiums paid to Social Security.
- 12) Coverage described in this Article will be provided for the life of the retiree and continue to a surviving spouse in the event of a retiree's death after benefits commence at age 65. Coverage for other eligible dependents will end when they no longer meet eligibility rules or upon the death of the

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

retiree or surviving spouse. Reimbursements described above will be provided for during the life of the retiree.

- 13) Eligible dependents, for purposes of this Article, include those dependents eligible for coverage under the Employee's Employer-paid medical plan on the last day of active employment.

**F. Employee Assistance Program**

1. Employees shall have an Employee Assistance Program available to them for use at their own initiative. The program shall have service available that provides commonly accepted forms of assistance for work-related or personal health or emotional and other problems arising from any source.

Objective: The objective of the program is to recognize the value and contribution of current and continuing Employees and seek to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the Employee's work.

**2. Troubled Employees**

- a. The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable. An Employee's request for assistance under the Employee Assistance Program will not jeopardize his/her employment, job rights or job security. The program is intended for assistance and rehabilitation of Employees as a better course than discipline or discharge.
- b. An Employee may be referred to the program by an Employee's Manager or Union Representative.
- c. Confidentiality of all Parties shall be strictly maintained.

**G. Group Life Insurance**

1. The Employer will provide each Employee in active benefit status on his/her coverage effective date with, at no cost to the Employee, life insurance according to the following formula:

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

- a. Take the hourly wage rate times the greater of scheduled weekly hours or benefit average hours (not to exceed forty (40)) times four-point-three-three-three-three (4.3333). Round to the nearest cent.
- b. Multiply the above result times zero-point-zero-zero-three (0.003). Round to the nearest cent.

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

- c. Divide the latest result by the appropriate rate charged the Employer by the Employer's insurance carrier (1997 rates illustrated below), round to the nearest cent and multiply by one-thousand dollars (\$1,000).

| Age      | Rate | Age   | Rate |
|----------|------|-------|------|
| Under 25 | .07  | 45-49 | .22  |
| 25-29    | .08  | 50-54 | .35  |
| 30-34    | .08  | 55-59 | .56  |
| 35-39    | .10  | 60-64 | .83  |
| 40-44    | .15  | 65-69 | 1.29 |

- 2. The minimum amount of Employer-paid coverage will be ten thousand dollars (\$10,000). An Employee in a continuous benefit status since July 1, 1989, will have minimum coverage equal to one (1) times his/her July 1, 1989, annualized salary. The maximum amount of Employer-paid life insurance coverage will be fifty-thousand dollars (\$50,000).
- 3. Coverage shall become effective on the ninety-first (91st) day of continuous employment in an active benefit status. Thereafter, eligibility shall be based on remaining in an active benefit status. If an Employee leaves active benefit status after coverage has become effective, and returns to active benefit status at a later date, the ninety (90) day waiting period will be waived and coverage will become effective on the first (1st) day that the Employee is considered in active benefit status; otherwise, the ninety (90) day waiting period will be required again.
- 4. In addition, a total and permanent disability benefit of five-thousand dollars (\$5,000) (distributed in equal payments over sixty (60) months) will be made available to an Employee who qualifies for total and permanent disability. Any benefits received under this provision will reduce the ultimate death benefit paid under the plan.
- 5. Voluntary Contributory Life Insurance
  - a. The Employer will make available a voluntary and contributory (Employee-paid through payroll deduction) Employee age-rated life insurance program with open enrollment during the thirty (30) day period following the Employer-provided

**ARTICLE 18 - INSURANCE AND RETIREMENT (continued)**

coverage effective date, with age-related life insurance coverage effective the first (1st) of the month following enrollment. Coverage requested in excess of one-hundred-thousand dollars (\$100,000) may be subject to the insurability requirements of the carrier. The maximum total of Employer-paid and Employee-paid coverage will be limited to five-hundred-thousand dollars (\$500,000). To be eligible for voluntary and contributory coverages, the Employee must have Employer-provided life insurance in effect.

- b. The Employer will make available a voluntary and contributory (Employee-paid through payroll deduction) dependent life insurance program. Future Employees will have open enrollment during the thirty (30) day period following his/her Employer-provided coverage effective date, with dependent life insurance coverage effective the first (1st) of the month following enrollment.

**ARTICLE 19 - TAX SHELTERED ANNUITY**

The Employer agrees to provide a tax sheltered annuity program for Employees.

**ARTICLE 20 - FLEXIBLE SPENDING ARRANGEMENT PROGRAM**

The Employer agrees to provide a Flexible Spending Arrangement Program for Employees.

- A. Health Flexible Spending Arrangement Plan
  - 1. Employee coverage is effective with the open enrollment period August 1, 1998.
- B. Child and Dependent Care Assistance Plan
  - 1. Employees are currently eligible to participate in this plan.

**ARTICLE 21 - VACATIONS**

- A. Vacation Accrual
  - 1. An Employee who has been in a benefit status with the Employer for a period of one (1) year shall be entitled

**ARTICLE 21 - VACATIONS (continued)**

to two (2) weeks annual vacation with pay (accrue: .0385 per hour).

2. An Employee who has been in a benefit status with the Employer for a period of five (5) years shall be entitled to three (3) weeks annual vacation with pay (accrue: .0557 per hour).
3. An Employee who has been in a benefit status with the Employer for a period of ten (10) years shall be entitled to four (4) weeks annual vacation with pay (accrue: .0769 per hour).
4. After the completion of six (6) months of employment in a benefit status, an Employee shall be entitled to use vacation which may have accrued.
5. A Part-Time Employee shall receive pro-rated vacation time according to the above schedule.
6. In no event shall a Part-Time Employee receive more vacation time than he/she would otherwise accrue as a Full-Time Employee.
7. An Employee who is hospitalized or incapacitated for more than seven (7) consecutive days during a paid vacation may elect to substitute accrued sick leave for such time off and may reschedule vacation time. Certification by the attending physician may be required by the Employer.
8. If a holiday falls during an Employee's vacation that day will be compensated as a holiday and not vacation.
9. After completion of six (6) months in a benefit status an Employee who terminates is eligible for accrued vacation pay.
10. Employees are expected to take vacation during the year it is earned. In the event an Employee is not able to take vacation during the year of entitlement, vacation accumulation will be allowed to a maximum of two (2) years vacation eligibility. Monthly vacation accrual will cease at such time as accumulated vacation equals two (2) years of eligibility.
11. Lump-sum vacation payments typically given on the anniversary date at which time vacation accrual



**ARTICLE 21 - VACATIONS (continued)**

increase will be discontinued. Instead, the higher accrual rate will begin one-year prior. (LOU Appendix G)

B. Vacation Schedule Requests

In recognition of the increased rescheduling that occurs when vacation requests are made after the hygiene schedules are opened, Employees are encouraged to submit vacation requests prior to twelve (12) weeks for General Hygienists and sixteen (16) weeks for Periodontal Hygienists.

1. Vacation requests asking for time off more than twelve (12) weeks for General Hygienists and sixteen (16) weeks for Periodontal Hygienists from date of submission of the request will be sent to Dental Staffing located at NISB. The bottom copy of the signed and dated request will be kept at the clinic. The Employee's Manager shall inform the Employee of approval or denial status within fourteen (14) calendar days from the date of submission of the time off request. Vacation requests shall not be unreasonably denied. (See Article 22.B.2 for vacation requests around holidays and peak time off periods).
2. To allow for unforeseen needs for time off, vacation requests submitted under twelve (12) weeks for General Hygienists and sixteen (16) weeks for Periodontal Hygienists shall be given directly to the Employee's Manager. The Employee's Manager shall inform the Employee of approval or denial status within seven (7) calendar days from the date of submission of the time off request. Vacation requests shall not be unreasonably denied, and will take into account the availability of replacements, the commitment to minimize patient rescheduling, and the urgency of the request.
3. The Employer recognizes that occasionally an Employee may need urgent time off. If an Employee needs time off with less than four (4) weeks notice he/she will submit a time off request directly to his/her immediate Manager. The Employee's Manager shall inform the Employee of approval or denial status within three (3) working days following submission of the time off request. Requests shall not be unreasonably denied, and will take into account the urgency of the request, availability of replacements, and the commitment to minimize patient rescheduling.

**ARTICLE 21 - VACATIONS (continued)**

4. See Article 13.C.3 for vacation requests under twelve (12) weeks when patients who require nitrous services are already scheduled.

C. Without Pay Days (Zero Time)

1. An Employee who has been employed for a period of one (1) year shall be entitled to two (2) days without pay on a pre-scheduled basis per year, effective 1/1/95. Requests shall be subject to the approval of the Employee's Manager. These requests shall be granted only after requests for paid time off have been granted. Without pay days must be used in the calendar year, and not carried over.

**ARTICLE 22 - HOLIDAYS AND PERSONAL DAYS**

A. Eligible Employees

1. The following shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of these above holidays fall on Saturday, Dental Administration will specify the date to be observed for the holiday.
2. There shall be no deduction in pay for the observance of the foregoing holidays for any Full-Time, Part-Time, benefit eligible On-Call and Short-Hour Employee who has been in an employed status for thirty (30) consecutive calendar days prior to the holiday. Such an Employee working one (1) of the foregoing holidays shall be paid at the rate of two and one-half (2-1/2) times his/her regular rate of pay.
3. Pay for holidays not worked shall be on the following basis:
  - a. If the holiday falls on a normally scheduled work day and the Employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate the Employee would have received had he/she worked.
  - b. If the holiday falls on a day scheduled off, the Employee shall, depending on staffing requirements, receive either a paid day off within

**ARTICLE 22 - HOLIDAYS AND PERSONAL DAYS(continued)**

that pay period or additional pay equal to one fourth (1/4th) his/her regular weekly scheduled hours of work, not to exceed the hours of the regular shift (see examples below). The Employer will make a reasonable effort to allow the Employee a day off in lieu of the holiday. If staffing requirements direct, the Employer will ask for volunteers to work.

Examples for calculating paid day off or additional pay:

An Employee who normally works four (4) ten (10) hour days:  $4 \times 10 = 40$ ,  $1/4\text{th } 40 = 10$  hours holiday pay.

An Employee who normally works two (2) ten (10) hour days:  $2 \times 10 = 20$ ,  $1/4\text{th } 20 = 5$  hours holiday pay.

An Employee who normally works two (2) eight (8) hour days and two (2) nine (9) hour days:  $2 \times 8 = 16$ ,  $2 \times 9 = 18$ ,  $16 + 18 = 34$ ,  $1/4\text{th } 34 = 8.5$  hours holiday pay.

An Employee who normally works five (5) eight (8) hour days:  $5 \times 8 = 40$ ,  $1/4\text{th } 40 = 10$ , the Employee will receive his/her normal scheduled eight (8) hours holiday pay.

**B. General**

1. Paid holidays shall not count toward forty (40) hours in the workweek for the purpose of computing overtime.
2. Vacation days around holidays (The day preceding and the day following the holiday) and peak time off periods will be granted on a rotational basis to be decided upon among the hygiene group at each clinic.
  - a. The Employee's Manager will facilitate decisions of the hygiene group by posting a calendar for Employees to write their requested days off and/or their extra availability, by providing information on staffing ratios and availability of Float and On-Call Employees, and will facilitate availability of discussion time, if requested by the hygienists, to discuss the issue a minimum of

**ARTICLE 22 - HOLIDAYS AND PERSONAL DAYS(continued)**

four (4) months prior to the holiday/peak time off.

- b. If the hygiene group is unable to resolve conflicting time off requests by three (3) months prior to the holiday/peak time off period, then the requests will be approved according to seniority (see Article 12.A) with subsequent rotation. Whether subsequent rotation would be for holidays within the same year or the same holiday from year to year will be decided by the hygiene group at each clinic, or a simple coin toss will decide subsequent rotation if the hygiene group cannot agree.

**ARTICLE 22 - HOLIDAYS AND PERSONAL DAYS(continued)**

- c. Holiday/peak time off periods are defined as New Year's Day, Spring Break Week, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 3. If a holiday falls during an Employee's vacation, that day will be compensated as a holiday and not vacation.

C. Personal Days

- 1. The Parties agree to convert Three (3) Float Days and One (1) Sick Leave Day to Four (4) Personal Days per the National Agreement. The intent of this conversion is to discourage the inappropriate use of unscheduled sick leave. A request for a Personal Day shall not be denied if the request is made at least two weeks in advance. When using these personal days, Registered Dental Hygienists are encouraged to consider the negative impact on our members and co-workers and use them judiciously. Personal days may be pre-scheduled more than two weeks in advance and the Parties appreciate as much advance notice as possible.
- 2. Eligibility: An Employee who has three months continuous service in benefit eligible status is entitled to two (2) personal days. An Employee who has six (6) months in benefit eligible status is entitled to two (2) additional personal days for a total of four (4) personal days each calendar year.
- 3. Personal days must be used during a calendar year. In the event an Employee does not use all of his/her Personal Days, the unused days will be cashed out as set forth in the National Agreement.

**ARTICLE 23 - LEAVE OF ABSENCE**

A. General

- 1. A request for leave of absence shall be made in writing on forms provided by the Employer and submitted to the Employee's immediate Manager. The Employee's Manager will respond in writing regarding the approval/denial of such leave request in a timely manner. Requests shall not be unreasonably denied, and will take into account the urgency of the request, availability of replacements, and the commitment to minimize patient

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

rescheduling. The Employee will receive a copy of the authorized leave form.

An Employee on leave of absence in excess of thirty (30) days following the expiration of Employer paid sick leave will not accrue length of service benefits. Tenure increase eligibility will continue for an Employee on leave of absence due to an industrial injury.

2. Continuation of Benefits

An Employee must make arrangements in advance with the Employee Benefits Department to pay the required premium necessary to keep health plan, dental plan or group life insurance coverage in effect during any leave of absence. Disability insurance coverage is not available to an Employee on leave of absence unless the reason for such leave is due to non-industrial illness or injury.

3. Return from Leave of Absence

If an Employee returns from an unpaid leave of absence of less than ninety (90) days, he/she will be returned to his/her previous position, worksite and shift.

An Employee who returns from an unpaid leave of absence in excess of ninety (90) days will be given preferential consideration for any available Bargaining Unit position of comparable pay and status for which he/she may be qualified.

At least two (2) weeks prior to the expiration of a leave of absence the Employee must submit a written notification of intent to return to work to his/her immediate Manager. In case of a medical leave the Employee must present a physician's release to return to work. This certificate shall accompany the above-referenced notification requirement.

If an Employee fails to return to work within three (3) days of the expiration of an approved leave of absence or the date agreed upon with the Employee's Manager to return to work, it will be determined that the Employee voluntarily terminated employment. The Employer will proceed with the termination process.

B. Paid Leaves

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

1. Sick Leave

- a. Each Employee in a benefit status covered by this Agreement shall accumulate 7.3333 hours paid sick leave per calendar month for forty (40) hours-per-week Employees and pro-rated for Part-Time Employees, for every 189.0909 compensated hours (Refer to Article 22.C).
- b. Accrued sick leave shall be payable for absences of an Employee due to his/her own medical disability or for medical disability of his/her child age eighteen (18) or under.
- c. Paid sick leave begins to accumulate during the first (1st) calendar month of employment but may not be applied to any illness that occurs during the first six (6) months of employment.
- d. Pay for sick leave shall be at the straight-time rate plus shift differential if applicable. Paid sick leave shall count toward forty (40) hours in the work week for the purpose of computing weekly overtime.
- e. For an Employee with accrued sick leave, a maximum of up to four (4) hours sick leave pay will be granted for time off the job if necessary due to medical or dental appointments of the Employee for travel time and time for the appointment. Except in cases of emergency appointments, at least seven (7) days prior notice must be given to the Employee's Manager.
- f. The Employer will include the sick leave balance on each Employee's bi-weekly pay check stub.
- g. An Employee who returns to work early from a pre-planned extended (five (5) days or more) paid sick leave will be restored to the normal work schedule and assignment after notifying the Employee's Manager (Employer) provided work is available and no other Employees are displaced from the schedule. The Employee must give the Employee's Manager forty-eight (48) hours notice of the intent to return to work so that an assignment may be arranged. However, if the normal work schedule and assignment are not available, the Employer

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

will provide an alternate dental hygiene work assignment.

- h. When applicable, Employer paid sick leave shall, at the Employee's request, be integrated with Worker's Compensation payment to the extent necessary to permit an Employee to maintain his/her regular straight time earnings until the Employee's sick leave is exhausted.

2. Bereavement Leave

- a. Eligibility: Employees are eligible for bereavement leave the first of the month following obtaining benefit eligible status.
- b. When a death occurs in the immediate family of an Employee in a regular status, he/she will be granted a leave of absence with pay up to three (3) regularly scheduled work days.
- c. Employees will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more to attend funeral or memorial services.
- d. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.
- e. "Immediate family" is defined as:
  - Spouse/Domestic Partner
  - Parent/Step Parent/Parent-in-law/Step Parent in Law
  - Child/Step-Child/Adopted Child/Foster Child/Legal Ward/"In Loco Parentis" Child/Daughter-in-Law, Step Daughter-in-Law/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
- f. When a death of a person who is close to the Employee other than immediate family occurs, a regularly scheduled Employee may request a Leave of Absence without pay of up to three (3)



**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

regularly scheduled days or use vacation and personal days. The Employer will make a good faith effort to grant such a request.

- g. Additional leave, if required, may be approved for an Employee as vacation, personal day or unpaid leave.
- h. Paid bereavement leave shall not count as hours worked in determining eligibility for weekly overtime.

3. Jury Duty

Preamble: The Employer and the Union jointly recognize the need to balance the civic responsibility of performing jury duty with the need to maintain coded hours and staffing levels.

- a. Employees with at least thirty (30) days employment in a Full-Time, Part-Time, Float or Short-Hour coded hour status who are required to report for jury service will be excused from scheduled work on such days. Such Employees shall receive, on days he/she otherwise would have worked, his/her regular straight time pay, including differentials.
- b. The Employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received. In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
- c. For scheduling purposes, a regularly scheduled Employee on jury service shall be considered a day shift Employee for days scheduled for jury duty. The Employee will not be required to work regularly scheduled weekends, nor will he/she be required to make up that weekend when excused from jury duty if he/she has performed jury duty equal to his/her coded hours.
- d. If the Employee is excused from jury duty for an entire day, or is excused early enough in the day to permit working one-half (1/2) of a regularly scheduled day, the Employee will call the

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

Employee's Manager or designee to make known their availability for work.

- e. Suitable work will be provided for the Employee at their worksite or at a site within a reasonable commute from their normal work location. Failure to notify the Employee's Manager, or designee, of an excused jury duty will result in no payment of wages for that day.
- f. If the Employee's regularly scheduled shifts are evenings or nights, the Employee and the Employee's Manager may agree to have the Employee work their regular shift on a canceled jury duty day.
- g. Reimbursement for jury service as provided for in this Article shall be limited to service on one (1) jury assignment in any one (1) calendar year, unless additional jury service is mandated by the court.
- h. Employees will be paid for time spent in a recognized court or government hearing or civil deposition when requested to appear or subpoenaed by the Employer.
- i. An Employee may use PTO, vacation time, or personal days, if available, for other court appearances, provided the Employee furnishes the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

C. Other Leaves

1. Military Leave

- a. Kaiser Permanente will grant a Military Leave of Absence to an Employee who leaves to perform military service with the Armed Forces of the United States. The provisions of the Veterans' Re-Employment Right Statute will apply to the circumstances of each case.

Additionally, Kaiser Permanente provides that a Regularly scheduled Employee:

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

- 1) Who is required to attend a two (2) week active duty session for the Reserve of the Armed Forces or the National Guard; or,
  - 2) Who is called for services with the Reserve of the Armed Forces or the National Guard during a civil emergency will receive (for a period not to exceed two (2) weeks in any calendar year) his/her regular salary reduced by the amount of taxable earnings paid by the Government for military duty. Also an Employee may elect to take vacation pay and time concurrent with military active duty.
- b. An Employee desiring a Military Leave of Absence must apply to his/her Manager and provide a copy of the Military Orders. A Leave of Absence Request form must be completed for all Military Leaves in excess of two (2) weeks.
  - c. Any person who is restored to a position shall retain seniority and credited service date as though employment had continued without interruption. Although length of service benefits (except seniority and credited service date for pension purposes) do not continue to accumulate during the Military Leave of Absence, the benefits accumulated at the beginning of the leave will be reinstated when the Employee returns from Military Leave.
2. Parental Leave
- a. The Employer shall grant Parental Leave to an Employee, regardless of marital status, without pay for a period of up to ninety (90) calendar days in case of birth or adoption. The period of Parental Leave shall begin with the birth or adoption of a child unless the mother is incapacitated. If so, Parental Leave shall begin for the mother when a physician certifies she is no longer incapacitated. Employees on Parental Leave shall use vacation and personal days first and then may use sick leave before leave without pay.
  - b. If both mother and father are employed by the same Employer, the maximum combined Parental Leave shall be ninety (90) days.

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

- c. An Employee who has at least two (2) years continuous service may request extensions to Parental Leave. Such extensions may be requested in increments up to one-hundred-twenty (120) days. Approval for extensions will be subject to departmental staffing requirements. Total Parental Leave shall not exceed a total of twelve (12) consecutive months. All leaves and extensions must be requested as far in advance as possible, with extension requests requiring a minimum notice of thirty (30) days.

3. Personal Leave

- a. The Employer may grant Personal Leaves without pay upon an Employee's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An Employee must have at least six (6) months of continuous service to be considered eligible for a leave of absence for personal reasons. Leaves may be authorized for a period up to ninety (90) days. Leaves may be extended beyond the initial ninety (90) days upon mutual agreement between the Employee and the Employer. Any extension (not to exceed an additional ninety (90) days) must be requested in writing and must be authorized in writing by the Employee's Manager. All leaves and extensions must be requested two (2) weeks in advance or as far in advance as possible to allow for adequate replacement planning. Requests for emergency leaves must be submitted as far in advance as circumstances permit.
- b. An Employee will be responsible for the continuation of his/her benefits during leaves without pay and should make arrangements with the Benefits Department thirty (30) days prior to the commencement of such leaves.
- c. An Employee who returns from a Personal Leave of ninety (90) days or less shall be returned to his/her former job assignment. The Employee must contact the Employee's Manager two (2) weeks prior to the end of the leave of absence to confirm the return to work date. An Employee returning from a Personal Leave in excess of ninety (90) days will

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

be given first placement preference for current openings that he/she is qualified for according to the Vacancies and Seniority Articles 11 and 12 of this Agreement.

- d. In the event there is no appropriate opening available for an Employee returning from a Personal Leave of Absence in excess of ninety (90) days, the Employee will be granted a thirty (30) day extension to the leave and will be considered for any openings for which he/she may qualify during the extension period according to the Vacancies and Seniority Articles 11 and 12 of this Agreement.

4. Medical Leave

a. Non-Industrial

- 1) An Employee disabled by a medical condition or injury not connected with his/her employment will be granted an unpaid Medical Leave of Absence (MLOA) after exhaustion of Employer paid sick leave. A MLOA will be granted, for a period not to exceed twelve (12) calendar months, for the medical disability as estimated and certified by the attending physician. A MLOA will be granted in increments up to ninety (90) days. Requests for all initial leaves and all extensions must be submitted in writing to the Employee's Manager along with the physician's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least four (4) weeks prior to anticipated period of disability whenever possible.
- 2) Expiration of a MLOA is determined by the date the physician certifies an Employee may return to work or the last approved date by the Employer, whichever comes first. An Employee wishing to remain off work beyond that date must apply for a Personal LOA as outlined above.
- 3) An Employee with eighteen (18) months or more in a benefit status will receive Employer paid

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

health plan and dental plan and group life insurance coverage on the same basis as an active Employee during a Non-industrial Medical Leave of Absence up to a maximum of six (6) months, provided that three (3) calendar months of active employment elapse between incidents of application.

- 4) An Employee who returns from a Medical Leave of Absence must present a physician's release to return to work. The Employer will make every reasonable effort to return the Employee back to work at the earliest date possible.

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

- 5) An Employee who returns from a Medical Leave of ninety (90) days or less shall be returned to his/her former job assignment. An Employee who returns from a Medical Leave in excess of ninety (90) days shall return to his/her former job assignment if the position is available. If the position is not available, the Employee shall be returned to any open assignment of comparable status for which he/she is qualified.
- 6) In the event an Employee fails to return to work at the expiration of an approved Medical Leave on the date agreed upon with his/her Manager, the Employer may exercise its prerogative to initiate voluntary termination procedures.

b. Industrial

- 1) An Employee injured on the job or who contracts a disease or an illness from work shall notify the Employee's Manager immediately after the incident giving rise to the injury or after becoming aware of the disease or illness.
- 2) The Employer will provide assistance to the Employee in applying for Worker's Compensation benefits.
- 3) When an Employee is able to work at less than full capacity on the recommendation of his/her physician, the Employer will make a reasonable effort to provide the Employee with a temporary, modified work assignment. The temporary modified work assignment will take into account the Employee's medical restrictions.
- 4) An Employee disabled by an injury or medical condition connected with his/her employment will be granted an Unpaid Leave of Absence after sick leave is exhausted. Employer paid sick leave will be integrated with Worker's Compensation payments, unless declined by the Employee, to provide normal take-home salary until sick leave has been exhausted. Initial requests for leave and requests for extension

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

must be submitted in writing to the Employee's Manager, along with the physician's written certification of disability. Leaves will be granted in increments up to ninety (90) days, to a maximum of one (1) year. During industrial leave, service credit toward a tenure step increase will continue to accrue for the period of the industrial leave. An Employee returning from industrial leave and/or modified work assignment will be reinstated at the appropriate step rate in his/her former position as determined by the Employer, provided:

- a) The physician has released the Employee to return to his/her regular employment; and,
  - b) Provided the combined length of industrial leave and modified work assignment has not exceeded one (1) year. In the event the absence is greater than one (1) year, the Employer will return the Employee to suitable and available work.
- 5) An Employee who has incurred a compensable, medically-certified permanent industrial injury, which prevents the Employee from performing the duties of his/her regular employment, will be offered a suitable, available position which the Employee is qualified for after a reasonable orientation. An Employee who does not meet the qualifications for a suitable position will be provided vocational assistance in accordance with State law. Placement of an injured worker will take precedent over posting and bidding rights of other Bargaining Unit Members except Employees affected by a permanent reduction in workforce. An Employee who rejects an offer of a suitable position may be terminated.
- 6) An Employee on an industrial leave will receive Employer paid health plan, dental plan and life insurance group coverage on the same basis as an active Employee for a maximum of six (6) months after exhaustion of Employer paid sick leave. The Employee will continue to accrue paid time off benefits (e.g. sick



**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

leave) while his/her accumulated sick leave is integrated with Worker's Compensation payment.

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

5. Family Medical Leave

- a. Kaiser Permanente will grant a Family Medical Leave of Absence in accordance with State and Federal Laws and Kaiser Permanente Family Medical Leave Policy.
- b. Provisions of federal and state law will apply to Employees in both Oregon and Washington. The law that advantages the Employee the most will be applied.
- c. If applicable law or policy is to be modified or amended, the Union is to be notified 30 calendar days in advance of any change to the Kaiser Permanente Family Medical Leave Policy.
- d. For eligible Employees, Kaiser Permanente's Family Medical Leave policy generally provides twelve weeks of protected leave per rolling twelve month period for the birth, adoption, placement of a child, to care for a family member with a serious health condition or the Employee's own serious health condition, pregnancy disability or to care for a sick child who does not have a serious health condition but requires home care.
- e. An eligible Employee is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law an Employee must be employed by Kaiser Permanente for 180 calendar days prior to the start of the leave, and worked an average of 25 hours per week during that period. For the Federal law, the Employee must be employed by Kaiser Permanente for twelve months prior to the start of the leave and worked a cumulated 1,250 hours during that period.
- f. Leaves under state, federal, contract and workers compensation will be administered concurrently where applicable.
- g. The request for Family Medical Leave shall be written and submitted in advance when possible to do so. In cases of emergencies, the Employee will notify the Employer as soon as reasonably possible. The written request shall be on the form provided and must specify the reason for the

**ARTICLE 23 - LEAVE OF ABSENCE (continued)**

leave of absence, the relationship of the Employee to the person needing the care and the anticipated length of the leave.

- h. Medical certification may be required from the Employee's treating health care provider or the provider of a family member to substantiate the leave request within fifteen calendar days of written request from the Employer. In addition, a fitness-for-duty certification may be required before an Employee returns to work following leave for his/her own serious health condition.
- i. Employees will be required to use any accrued PTO, vacation, sick or ESL hours until they are exhausted. An Employee must use accrued sick or ESL for his or her own serious health condition. To care for another family member whose condition qualifies for Family Medical Leave, an Employee may use accrued PTO, vacation, ESL or sick leave.
- j. Upon return from an approved Family Medical Leave, the Employee shall be reinstated to his/her former job assignment or alternate arrangement as mutually agreed upon and provided by law.
- k. Eligible Employees who are receiving Employer paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave or federal concurrent.

**ARTICLE 24 - SEPARABILITY**

If any provision of this Agreement is found to be in conflict with the laws of the State of Oregon, the State of Washington, as may be applicable, the United States of America, or are declared invalid by a tribunal of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, the Parties agree to commence negotiations with the intent of mutually agreeing to terms which would bring this Agreement into compliance with the applicable case.

**ARTICLE 25 - SUCCESSORS AND ASSIGNS**

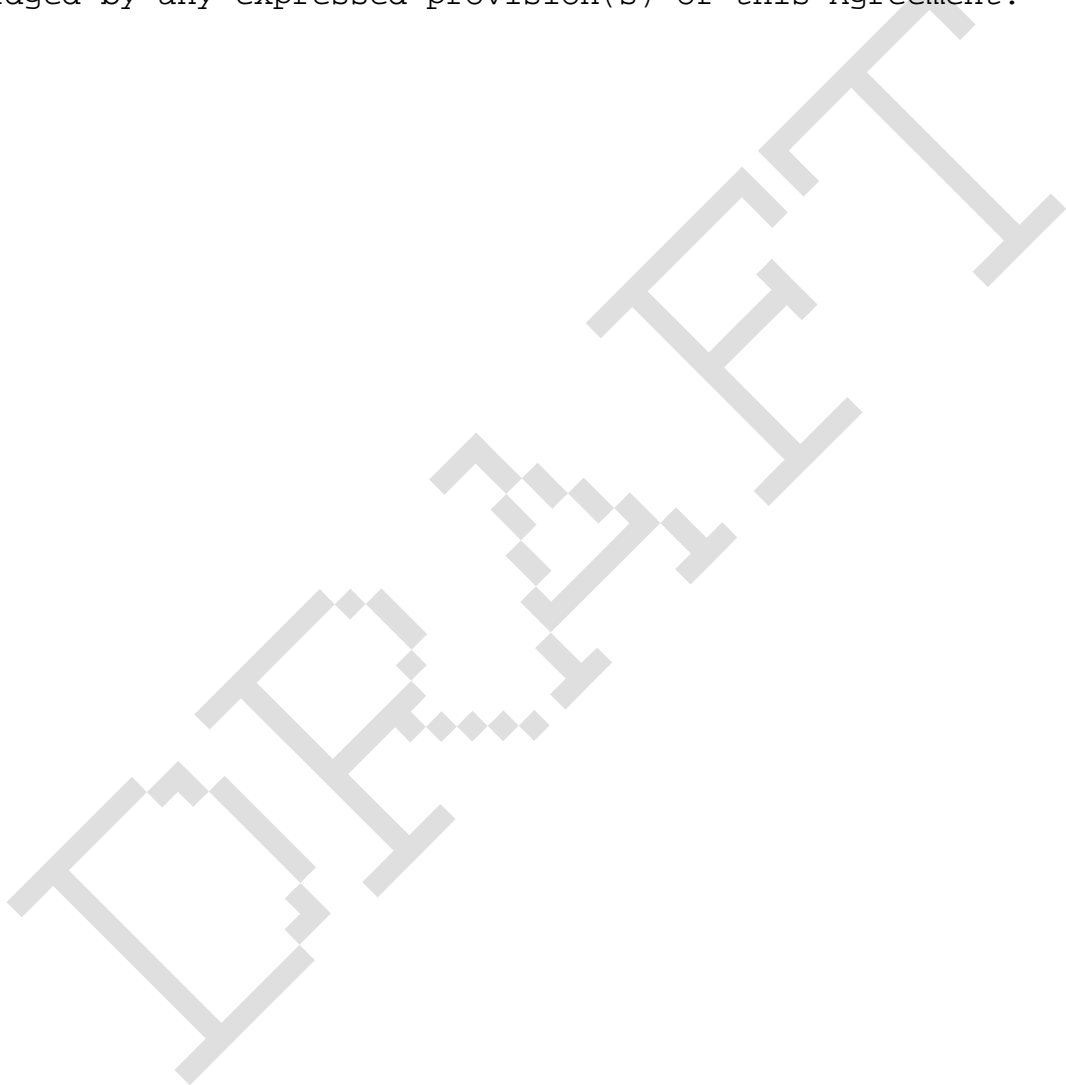
This Agreement shall remain in effect and shall be binding on all successors and assigns of the Employer. The Employer shall include this requirement, including recognition of the Union as

**ARTICLE 25 - SUCCESSORS AND ASSIGNS (continued)**

representative of the Employees, employment of the Employees, and maintenance of all terms and conditions of employment, as a condition of sale or transfer of its ownership or operation.

**ARTICLE 26 - MANAGEMENT RIGHTS**

The Employer retains all rights and authority which it had prior to the execution of this Agreement except as specifically abridged by any expressed provision(s) of this Agreement.




In witness whereof, the parties hereto have executed this Agreement this 30<sup>th</sup> day of September 2018.

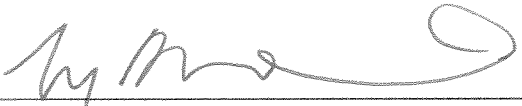
For the Employer:

Kaiser Foundation Hospitals and Kaiser  
Foundation Health Plan of the Northwest

  
Ruth Williams-Brinkley  
Regional President

  
Wendy Watson  
Chief Operating Officer


  
Jenny Smith  
Chief Financial Officer, Vice President

  
Maya Fitas  
Interim Vice President, Human Resources

  
Robert Sokol  
Director, Employee & Labor Relations

For the Union:

Oregon Federation of Nurses and Health  
Professionals, Local 5017  
AFT, AFL-CIO

  
Adrienne Enghouse, President



OFNHP - REGISTERED DENTAL HYGIENISTS

APPENDIX A

**WAGES**

| <u>HR</u><br><u>CODE</u> | <u>HR</u><br><u>JOB TITLE</u> |        | <u>RATE</u><br><u>09/01/2018</u><br><u>(1%)</u> | <u>RATE</u><br><u>10/01/2018</u><br><u>(3%)</u> | <u>RATE</u><br><u>10/01/2019</u><br><u>(2.75%)</u> | <u>RATE</u><br><u>10/01/2020</u><br><u>(3%)</u> |
|--------------------------|-------------------------------|--------|---|---|--|---|
| 0914                     | GENERAL RDH                   | STEP 1 | \$44.12   | \$45.44   | \$46.69  | \$48.09   |
|                          |                               | STEP 2 | \$46.42   | \$47.81   | \$49.12  | \$50.59   |
| 0825                     | PERIODONTAL RDH               | STEP 1 | \$46.94   | \$48.35   | \$49.68  | \$51.17   |
|                          |                               | STEP 2 | \$49.26   | \$50.74   | \$52.14  | \$53.70   |

DIFFERENTIALS:

|           |        |
|-----------|--------|
| Evening   | \$0.90 |
| Night     | \$1.45 |
| Standby   | \$2.25 |
| ILOB      | \$2.00 |
| Bilingual | \$1.15 |

TENURE STEP 2 REACHED AFTER 12 MONTHS AND 1040 DOCUMENTED HOURS OF DENTAL HYGIENE EXPERIENCE. DENTAL HYGIENE EXPERIENCE IS DEFINED AS A COMBINATION OF INTERNAL AND EXTERNAL JOB EXPERIENCE.

OFNHP - REGISTERED DENTAL HYGIENISTS

APPENDIX B

**LOCATIONS WITHIN 20 MILES**

|                 |   |  |
|-----------------|---|--|
| ALOHA           | - | TIGARD, BEAVERTON, SUNSET, EASTMORELAND, GRAND, NIB.   |
| BEAVERTON       | - | SUNSET, TIGARD, EASTMORELAND, GRAND, NIB, GLISAN, ALOHA.   |
| CASCADE PARK    | - | NIB, GRAND, EASTMORELAND, ROCKWOOD, CLACKAMAS, SALMON CREEK, GLISAN, <u>GRESHAM</u> .  |
| CLACKAMAS       | - | ROCKWOOD, CASCADE PARK, EASTMORELAND, GRAND, NIB, TIGARD, GLISAN, <u>GRESHAM</u> .   |
| EASTMORELAND    | - | NIB, GRAND, TIGARD, BEAVERTON, ROCKWOOD, CASCADE PARK, CLACKAMAS, SALMON CREEK, GLISAN, ALOHA, <u>GRESHAM</u> .  |
| GLISAN          | - | BEAVERTON, CASCADE PARK, CLACKAMAS, EASTMORELAND, GRAND, NIB, ROCKWOOD, SALMON CREEK, SUNSET, <u>GRESHAM</u> .   |
| GRAND           | - | BEAVERTON, NIB, EASTMORELAND, CLACKAMAS, TIGARD, SUNSET, ROCKWOOD, CASCADE PARK, SALMON CREEK, GLISAN, ALOHA, <u>GRESHAM</u> .   |
| <u>GRESHAM</u>  | - | <u>CASCADE PARK, CLACKAMAS, EASTMORELAND, GLISAN, GRAND, NIB, ROCKWOOD</u>   |
| LONGVIEW/KELSO  | - | SALMON CREEK (NOTE: The distance is actually greater than twenty (20) miles but the Parties agree the Reduction In Force language in Article 12.E. will apply to this clinic). |
| NIB             | - | GRAND, EASTMORELAND, CASCADE PARK, BEAVERTON, CLACKAMAS, TIGARD, SUNSET, ROCKWOOD, SALMON CREEK, GLISAN, ALOHA, <u>GRESHAM</u> .   |
| NORTH LANCASTER | - | SKYLINE.   |
| ROCKWOOD        | - | CASCADE PARK, EASTMORELAND, GRAND, NIB, CLACKAMAS, SALMON CREEK, GLISAN, <u>GRESHAM</u> .  |
| SALMON CREEK    | - | CASCADE PARK, NIB, GRAND, EASTMORELAND, GLISAN, ROCKWOOD.  |
| SKYLINE         | - | NORTH LANCASTER.   |
| SUNSET          | - | BEAVERTON, TIGARD, NIB, GRAND, GLISAN, ALOHA.  |
| TIGARD          | - | BEAVERTON, SUNSET, EASTMORELAND, GRAND, NIB, CLACKAMAS, ALOHA.   |



APPENDIX C

**EUGENE/SPRINGFIELD DENTAL HYGIENE COMPENSATION**

In the event the Employer decides to open a dental office or offices in the Eugene/Springfield area, both Parties agree that Eugene/Springfield may constitute a separate geographic area for determination of a total compensation package for Dental Hygienists. Therefore, both Parties agree to the following process.

1. The Employer and Union will meet and design a survey tool which will be used to identify the prevailing community wages and benefits for Dental Hygienists in the Eugene/Springfield area. A mutually agreed upon consultant will be used to assist both Parties in designing the survey tool and carrying out the actual survey. The Employer will pay the costs associated with consultant use.
2. The Employer and Union will jointly review the survey results, combined with any additional data brought by the Union or Employer, to determine compensation for Dental Hygienists in the Eugene/Springfield area. Both Parties will make a good faith effort to arrive at a mutually agreed upon total compensation package that will support the business while attracting high level staff.
3. The Employer and Union will mutually agree to develop methods to educate Union members regarding the business considerations when expanding to new markets.

OFNHP - REGISTERED DENTAL HYGIENISTS

APPENDIX D

**AREA COMPENSATION SURVEY**

Upon mutual agreement, a survey tool will be created to determine prevailing community wages and benefits for Dental Hygienists. A mutually agreed upon consultant will be used to assist both Parties in designing the survey tool and carrying out the actual survey. The Employer will pay the costs associated with consultant use.

Areas to be surveyed may include Longview/Kelso, Vancouver, Salem, Portland Metro, Albany/Corvallis, or other areas as requested.

OFNHP - REGISTERED DENTAL HYGIENISTS

APPENDIX E

**HYGIENE PRACTICES AND WORKLIFE QUALITY TASK FORCE**

(Note: Please also refer to Article 4.E)

The Employer and the Union agree to form a task force to examine Dental Hygiene practices and worklife quality, according to the following charter.

Purpose:

Through an evaluation of internal and external hygiene practices, this task force will assess best practices. This task force will evaluate, define, develop and, as appropriate, implement changes. The purpose is to balance quality of care, competitive productivity, and quality of worklife for the dental care team.

Possible Areas of Investigation (includes but not limited to):

Legality Issues  
Prep Time  
Set-up  
Bleach Units  
P1 and P2 Unit Allocation  
Dentist/Hygienist Scope of Practice  
Dental Aides  
Internal Best Practices  
External Best Practices  
Youth Classification

Membership:

OFNHP - three (3)  
Management - three (3)

Reporting Relationship:

Regional Labor/Management Committee

Process:

Interest Based Problem Solving  
Decisions by Consensus  
Facilitation  
Minutes  
Quarterly Report to RLMC

Timeline:

Start November 2000  
Final Report December 2001

OFNHP - REGISTERED DENTAL HYGIENISTS

APPENDIX F

**FLEXIBILITY AND COOPERATION**

The spirit of this Agreement is to foster a culture of teamwork where Employees help each other to meet our member's needs. To address emergent needs an Employee that has unscheduled time shall assist when available in areas that need extra support. This may include other classifications for which he/she is qualified. It is not our intent to have a General Dental Hygienist perform specialty classification work. However, it may involve performing duties of other bargaining units within the Dental Office and at other Kaiser Dental Offices.

Management and Labor shall develop the parameters for this process by October 15, 2005 and will meet quarterly to discuss additional recommendations.

OFNHP - REGISTERED DENTAL HYGIENISTS

APPENDIX G

KAISER PERMANENTE NORTHWEST REGION  
AND  
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS  
DENTAL HYGIENISTS

Letter of Understanding

The following represents agreement between Kaiser Permanente and Oregon Federation of Nurses and Health Professionals Dental Hygienists. This agreement is effective October 1, 2005 through September 30, 2010.

ATTENDANCE

We will resolve at local tables and attempt to implement in 2006 as soon as possible. (See pg. 14 of the draft National Agreement.)

BACKFILL

By December 1, 2005 Medical, Dental and Human Resource senior leaders will meet with union leaders to consider how to implement the backfill commitments of the National Agreement, taking into account consideration of the concept of core staffing.

They may appoint an oversight and planning group.

HRIS \_ August 30 memo from Peter diCicco and Leslie Margolin

We will incorporate from the August 30 memo from Peter diCicco and Leslie Margolin the consistency provisions into local contracts. The provisions on that memo should "replace any sections of the language that are contrary to (these) provisions, or be added where the current language is silent."

HRIS Local List

Mid-year open enrollment. There will be one open enrollment. It will be in January. This does not affect current practices regarding BAH and changes due to changes in major life circumstances

Vacation "lump sum" deposit on anniversary dates. Lump-sum vacation payments typically given on the anniversary date at which time vacation or PTO accrual increase will be discontinued. Instead, the higher accrual rate will begin one-year prior.

Vacation accrual goes to on-call in Local 555 Pharmacy Contract. On-call employees in the pharmacy will not accrue vacation.

Medical, Dental, and Group life Insurance eligibility is sometimes defined as after 30-31 days or after 90 91 days -

In all contracts where applicable, these references need to change to 1 month and 3 months

#### **INCLEMENT WEATHER**

By January 1, 2006 Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to review the inclement weather policy.

#### **INPATIENT SITE SPECIALISTS, INPATIENT APPLICATION COORDINATORS, INPATIENT TRAINING/CURRICULUM DEVELOPERS AND OTHER RELATED POSITIONS.**

By November 1, 2005, the parties will develop a process to resolve the union representation questions of these positions. The parties will rely on the process outlined in the KP HealthConnect Effects Bargaining Agreement to resolve these questions.

#### **LANGUAGE FOR BARGAINING UNIT JURISDICTION WHILE IN THE IDM PROGRAM**

An employee who is returned to work in a temporary assignment, as designated by the Integrated Disability Management Program, will continue membership in their original bargaining unit, will accrue seniority as defined in the collective bargaining agreement, and will pay dues and fees to their current union.

When it is determined an employee with an accepted Workers Compensation claim may not return to their job due to permanent disability/work limitations but is able to perform work with the employer in a different position and/or job title, the employee will be awarded an available and suitable job for which they are qualified. When it is determined an employee who has a non-occupational injury or illness may not return to their job due to permanent disability, the employee will be awarded an open and appropriate job for which they are qualified as part of the normal job bidding process for the open position, recognizing the contractual seniority provisions. In both circumstances, the employees will be given preference for placement over outside applicants. At such time as the employee is permanently placed into a new position, they will become a member of the new bargaining unit and will assume all rights and responsibilities

of that bargaining unit position, without loss of seniority as defined by their previous bargaining unit position. (Refer to the National Agreement, Workplace Safety)

**PENSION TRUST FUND**

The parties agree to review the status of the Oregon Federation of Nurses and Health Professionals Kaiser Foundation Health Plan Retirement Plan and Trust during the life of the agreement to consider whether to change this plan to a Kaiser-sponsored pension plan. Any change will be by mutual agreement - and for the unions - all three unions must make a consistent decision.

**POST RATIFICATION ECONOMIC ISSUES**

Certain unresolved compensation-related issues may be resolved after ratification. In cases where processes developed at local bargaining table do not resolve the issue, either party may refer unresolved issues to the senior medical or dental manager in the Health Plan who will work with the senior leader of the local union(s) to resolve the matter. Decisions or a failure to reach agreement at this point are final and binding.

**SHOP STEWARDS**

In support of commitments in the National Agreement, the parties agree to:

- Continue the shop steward councils at 4 hours of paid time per month
- Provide for up to 8 hours of training for new shop stewards.
- Provide additional training as mutually-agreed and with mutually-developed curriculum
- Explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.

**WORKFORCE PLANNING**

By December 1, 2005 Medical, Dental and Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to consider how to implement the workforce planning commitments of the National Agreement in collaboration with the Northwest Workforce Planning Committee.

AGREED:

For the Employer:

For the Union:

\_\_\_\_\_  
Shawn Ferguson  
Senior Labor Relations Consultant

\_\_\_\_\_  
Holly Morgan  
RDH Contract Specialist, OFNHP



Date: \_\_\_\_\_ Date: \_\_\_\_\_

OFNHP - REGISTERED DENTAL HYGIENISTS

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# **HUMAN RESOURCES DEPARTMENT**

Kaiser Permanente Building  
500 N.E. Multnomah Street  
Portland, Oregon 97232

## **National Human Resources Service Center**

Direct Dial Line – 1-877- 457-4772

## **OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**

1500 NE Irving St., Suite 575  
Portland, Oregon 97232

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