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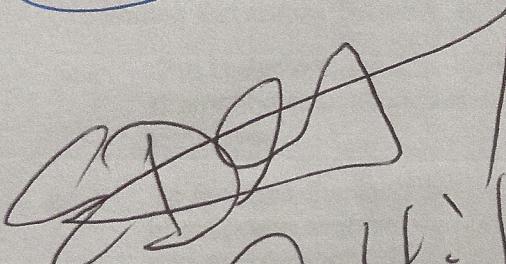
Second Package Proposal

Kaiser Operations Package Proposal to Tech

Article	Proposal Date
Article 2.D; Article 5.I On-Call Employees	Operations Proposal 07/30/2025
Article 7.B Vacancies & Transfers	Operations Proposal 07/30/2025
Article 10.B-C Education Fund & Tuition Reimbursement	Operations 7/30/2025 Proposal

- All items are part of a package and no one part can be accepted or rejected on its own. Management reserves the right to modify this package.

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ARTICLE 10 - INSERVICE TRAINING AND CONTINUING EDUCATION

B. Education Fund

1. The Employer recognizes the importance of continuing professional education and agrees to establish a fund to provide employees with the opportunity to participate in workshops, seminars, and conferences which are relevant to the needs of the employees and the health care needs of the Kaiser Permanente patients. The fund shall be available for programs not covered by the Employer's tuition reimbursement program or other educational programs. The fund for calendar year 2022 – 2026 shall be \$3620,0000.00 per year, starting January 1, 2026.

2. Program Eligibility

Programs relevant to the needs of the employee and to the health care needs of Kaiser Permanente patients are eligible.

3. Type of Programs

- a. Continuing education
- b. Professional development including Professional Practice License/Certification fees for initial license/certification and renewal, Board Certification fees, and Professional organization membership fees.
- c. Education for certification requirements
- d. Education for licensure requirements
- e. Programs that promote and support innovation and creativity in health care services.

4. Continuing Education Committee

- a. The Union and the Employer agree that providing and promoting education is of value to both employees and the Employer.
- b. To facilitate the equitable distribution and utilization of such funds in an appropriate manner for continuing education, and continuously review and make recommendations for subjects, specific program objectives and content for programs, a joint Union and Employer Continuing Education Committee shall be formed. The committee will consider requests from employees for specific programs and may request programs on its own initiative.
- c. The committee shall be composed of six (6) Bargaining Unit members with at least one (1) or more members representing the hospital and/or non-hospital areas. The Employer shall appoint two- (2) management representatives who shall serve as regular members of the committee and act as a resource.

- d. Employees who have been continuously employed for at least six (6) consecutive months shall be eligible to submit requests for education programs to the committee. The committee shall have the final authority to approve the disbursement of funds for requests. All expenditures for which the committee has final approval shall be submitted to the committee a minimum of fifteen (15) days in advance of when the expense is to be incurred to assure timely disbursement of funds.
- e. Records of all approved expenditures shall be kept by the committee and shall be made available to the Employer upon request. The committee will report out the status of the education fund to the Bargaining Unit on a quarterly basis.
- f. The committee shall meet at regularly scheduled times without loss of pay and each committee member shall be allowed a maximum of eight (8) hours paid time per quarter, per person, at the regular straight time rate for the purpose of attending such meetings. Meetings shall be scheduled at times so as not to conflict with routine duty assignments. Payment shall not constitute time worked for the purposes of calculating overtime.

5. Sharing of Program Content

Employees who attend educational programs, as provided for in this Article shall be required to share program contents with other staff members as requested by the Employer.

6. There will be three days of paid education leave available for each OFNHP Technical bargaining unit member each calendar year upon ratification.

C. Tuition Reimbursement

- 1. The Union and the Employer agree that promoting education is of value to both the employees and the Employer. Education opens avenues of employee growth and development to enhance career mobility. The Employer will support this mutual goal by tuition reimbursement.
- 2. Any benefited employee in the Bargaining Unit who has been in continuous service for one (1) year is eligible for tuition reimbursement. Approved classes must be taken at an accredited school, community college, or university and meet the job-related criteria outlined in the Employer's current policy. The classes must be passed with a minimum grade of "C" or equivalent. A copy of the grade report shall be supplied under this plan when copies of receipts are submitted to the Employer as proof of payment. The year shall be an academic year, September to September, with a maximum of \$9600.00 (ninesix hundred) per employee per year available for reimbursement.

ARTICLE 2 – DEFINITIONS

D. On-Call Employee

1. An On-Call employee is defined as an employee who has no permanent work assignment and who is employed to work on an intermittent basis. On-Call employees are used primarily for replacement of absences and for time off for employees, and for increases in workload.
2. On-call employees must be available to work at least three (3) shifts per pay period and two (2) weekend shifts per month, if applicable, except during four (4) weeks of the year when they will not be required to be available.
3. On call employees shall be available to work on one (1) major holiday defined as Thanksgiving Day, Christmas Day and New Year's Day.
4. On call employees shall also make themselves available either the day before or after their chosen holiday.
5. If an employee offers more than two shifts of availability in a 24-hour period, those shifts will count as one shift of availability for the purposes of this agreement.
6. These requirements may be adjusted and/or waived by mutual agreement.

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ARTICLE 5 - HOURS, OVERTIME AND SCHEDULES, WORKLOAD

I. On-Calls

1. On-Call employees are used primarily for replacement of absences and for time off for employees and for increases in workload. On-Call employees will be used only after Full-Time, Part-Time, Floats and Short-Hour employees have been scheduled. See "Definitions for On-Call Employees", Article 2, D.
 - a) On-call employees must be available to work at least twelve (12) shifts, including three (3) weekend shifts, if applicable, per six (6) week scheduling period, except during four (4) weeks of the year when they will not be required to be available.
 - b) On call employees shall be available to work on one (1) major holiday defined as Thanksgiving Day, Christmas Day and New Year's Day.
 - c) On call employees shall also make themselves available either the day before or after their chosen holiday.
 - d) If an employee offers more than two shifts of availability in a 24-hour period, those shifts will count as one shift of availability for the purposes of this agreement.
 - e) These requirements may be adjusted and/or waived by mutual agreement.
2. The Employer will make every effort to assign work to On-Call employees on an equitable basis according to the employee's ability, availability, qualifications and departmental needs.
3. On-Call employees will notify the Employer of their availability at least one (1) month in advance of the scheduled posting. On-call employees' availability must match Employer projected needs per six (6) week scheduling period at least 50% of the time (for departments that work weekends, on-calls will include three (3) weekend shifts of availability over a six (6) week scheduling period as part of their 50%). On-Call employees may call the Employer to request information regarding their schedule.
4. On-Call employees will report to work on days for which they have been scheduled unless they have been affected by a temporary layoff. In addition, On-Call employees may continue to be available for unexpected departmental needs and may have the option to work if requested by the Employer.
5. On-Call employees may submit requests for non-availability for four (4) weeks of each year to allow for personal time off. Requests for the four- (4) weeks of non-availability must be submitted according to departmental vacation scheduling policy.

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Article 7.B – Vacancies and Transfers

B. Vacancies and Transfers

1. Position vacancies shall be made known to employees by means of the job posting process each Friday. Every Bargaining Unit applicant, who meets minimum job requirements, must be interviewed in person or by phone, and if rejected for a vacancy, must be notified in writing in a timely fashion.
2. Seniority shall prevail between existing employees, when qualifications, performance and experience are approximately equal; who have submitted transfer requests within seven (7) calendar days of the initial posting of a position.
3. An employee must have completed at least 93 months of service in their present position to be eligible to apply for transfer to a position in another department, location, or job classification, another position. This requirement does not apply to transfers that are shift changes at the same department or location. This requirement may be waived by mutual agreement of the Union, Employee and Employer.
4. Employees shall receive consideration for positions, based on the Order of Application section of this Agreement, Article 8.C.
5. All qualified Bargaining Unit employees will be given preference over outside applicants in filling vacancies.
6. The Employer agrees to give consideration to an employee's request for transfer even though a notice of disciplinary action is present in the employee's personnel file.
7. Successful job bidders will normally be released to their new jobs within two (2) weeks. The time period may be extended, not to exceed thirty (30) days, unless the supervisor(s) and the employee negotiate a different release date.
8. Opportunities for employees to cross train for jobs covered by this Agreement shall be posted in accordance with this Article.
9. Posted temporary jobs shall be filled in accordance with this Article. Any Bargaining Unit employee may elect to fill a temporary position without loss of benefits or seniority and return to his/her former position when the temporary position ends.
10. In cases where regularly scheduled additional hours become available, but do not in themselves constitute an available position, e.g. nineteen (19) hours or less, the hours will be posted in the department and work site. Employee in the affected job category currently working less than forty (40) coded hours, who wish to increase hours may apply for the hours and shall be awarded the hours in accordance with this Article.

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11. Employees who accept a position with the Employer outside the Bargaining Unit shall be able to return to the Bargaining Unit within sixty (60) days into their former position, if available, or a comparable vacant position without loss of seniority or benefits.
12. Employees returning to the Bargaining Unit shall not displace any other member of the Bargaining Unit except temporary or on-call employee(s) filling their former position. The returning employee shall be given preference over outside applicants in filling vacancies.