



Details of 2019-2023 Tentative Agreements

Home Health Therapy Unit

Duration: 2019 - 2023	
Wages	<p>Wage Scales (effective first pay period after 10/1/19):</p> <ul style="list-style-type: none"> • Five step wage scale with step increases (2.7% each) once a year until Step Five is attained. • Proper placement on wage scales is determined by years of Kaiser service. • Retro pay to first pay period after 10/1/19 for increases associated with proper placement on wage scales. <p>Longevity Pay (Additional Hourly Rate): \$2/hour for 7 years, \$3/hour for 10 years, and \$4/hour for 15 years of Kaiser service.</p> <p>Across-the-Board Increases: 3% increase annually on first pay period after October 1st from 2019-2022; increases individual rates and wage scales. Retro pay to first pay period after 10/1/19. (<i>NATIONAL AGREEMENT</i>)</p>
Performance Sharing Plan (PSP) Bonus	<p>Performance based payout each contract year dependent on meeting mutually agreed upon targets, with an overall increased emphasis on attendance. PSP goals will be set on the principle of "line of sight" as much as possible, allowing for more narrowed focus of targets that are specific to each bargaining unit. (<i>NATIONAL AGREEMENT</i>)</p>
Retirement Benefits	<p>Pension Benefits: Same KPEPP and 401(k) benefits as other Northern California Coalition workers, effective January 1, 2022. (<i>NATIONAL AGREEMENT</i>)</p> <p>5% Offset: A lump sum each payroll period from January 1, 2022 through September 30, 2023 that is equal to 5% of employer contribution eligible earnings. (<i>NATIONAL AGREEMENT</i>)</p> <p>Retiree Medical: Same Retiree Medical Benefits as other Coalition members (that were agreed to in 2015). (<i>NATIONAL AGREEMENT</i>)</p>
Healthcare	<p>Locked in existing, fully employer paid family health coverage with \$5 copay for doctor visits (Kaiser Foundation Health Plan Traditional HMO Plan). (<i>NATIONAL AGREEMENT</i>)</p> <p>\$5 copay for mail order prescriptions, first-time prescriptions, and prescriptions not available by mail. (<i>NATIONAL AGREEMENT</i>)</p>
Job Protections	<p>Subcontracting: No subcontracting of existing jobs, with explicit protection listed for Home Health work. (<i>NATIONAL AGREEMENT</i>)</p> <p>Layoffs: 60-day notice period required for a proposed permanent reduction in force during which an attempt to avoid layoffs can be made. Volunteers for layoffs shall be sought first, then selection shall be made from non-full-time employees by reverse seniority and then full-time employees by reverse seniority.</p> <p>Employment and Income Security: Guarantees one year of income if position is eliminated and that Kaiser will make an effort to place the employee(s) in another position within Kaiser at an equal or greater rate of pay. (<i>NATIONAL AGREEMENT</i>)</p>

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Predictive Guidelines (Staffing and Workload)	Specific time units assigned to a broad range of visit types to assist with managing workloads.
Professional Hours and Guaranteed Salary (Exempt Status)	Employees will continue to be treated as “exempt,” except when time worked exceeds 80 hours in any bi-weekly payroll period, then those hours will be paid at one-and-one-half times straight-time hourly rate for all hours above 80.
Professional Practice Committee	<p>Local Professional Practice Committee (LPPC): Joint labor-management committee with representatives from each discipline formed to address issues like scheduling, access, patient needs, and business imperatives using an Interest Based Problem Solving (IBPS) approach. The LPPC shall meet quarterly on paid time and have the authority to implement new agreements.</p> <p>Regional Professional Practice Committee (RPPC): Joint committee of 4 Home Health Therapists and 4 employer representatives to address broader issues of Home Health Therapy and patient care using an IBPS approach.</p>
Grievance and Arbitration	An escalating process with timelines to address discipline, discharge, or contract interpretation that requires management to follow principles of progressive discipline and just cause. Matters not resolved in the grievance process can be referred to an outside arbitrator for a final, binding decision and settlement.
Strikes	No strike, lockout, or work stoppage during the life of the contract; explicit prohibition of Sympathy Strikes NOT included. Language similar to other ESC Local 20 contracts.
Holidays	Locked-in existing holidays and pay practices. Seniority shall be used as a tie breaker for conflicting holiday requests.
Paid Time Off and Extended Sick Leave	Locked-in existing policies with no changes to existing accruals, caps, and use provisions.
Leaves	<p>Locked-in existing policies with no changes. All benefits will continue to be employer paid during approved leaves.</p> <p>Family Leave: Kaiser shall comply with the California Family Rights Act (State) and the Family Medical Leave Act (Federal).</p> <p>Medical Leave: Leave, paid or unpaid, may be granted for up to 6 months.</p> <p>Occupational Leave: Leave, paid or unpaid, renewable in 30-day increments and for up to 1 year.</p>
Education Leave	After 1 year, employees will accrue 40 hours of paid educational leave annually (capped at 160 hours) to be used for approved job-related educational programs. Education Leave can be used for home study courses. Education Leave does not count as time worked for Overtime Eligibility purposes.
Jury Duty	Locked-in existing policies with no changes. Employees will be paid straight-time while serving Jury Duty.

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Bereavement Leave	Locked-in existing policies with no changes. Employees shall be granted up to 3 days for Bereavement Leave with 2 additional days available when traveling more than 300 miles.
Seniority	Seniority shall be based on the number of years of continuous service with Kaiser Northern California and used for layoffs or reduction in force only, unless otherwise agreed to.
Return from Separation	Seniority levels shall resume if an employee returns to the bargaining unit within 2 years of separation.
Posting and Filling of Vacancies	Vacancy postings shall occur internally first and filling of positions with internal candidates is preferred. Transfers to other locations will be through the electronic bidding system.
Performance Evaluations	Evaluations will be based on fair criteria and cannot be used for disciplinary purposes or to deny transfers/promotions. Employees have the option of a written response.
Non-Discrimination	Protects against discrimination in the workplace.
Safety	Employer will investigate health and safety concerns, as well as comply with all applicable regulations.
Union Rights	<p>Union Representatives shall have access to enter the facilities and conduct union business.</p> <p>Union Stewards shall be allowed to conduct union business on work time.</p> <p>Union Bulletin Boards shall be made available in each facility.</p>
Management Rights	Typical contract language. Allows management to determine the nature and scope of services, the manner in which services should be implemented, the right to increase/decrease workforce, and maintain professional standards and efficiency.
Courteous and Responsible Relationships	Employer and employees shall treat each other with respect and fairness.
Professional Standards	Employer will assign work to fully qualified people within the scope of applicable laws and regulations.
Other	Other typical contract language provisions that provide for the collection of dues and union administration, define the unit to be covered by the agreement, address potential legal conflicts caused by the agreement, defines full-time/part-time/short-hour/per-diem employees, and other such language.

Please contact your union representative or bargaining team members with questions. Full text of the tentative agreements can be found at www.ifpte20.org/2019KPAgreements.