

Kaiser Foundation Health Plan of Georgia, Inc.

AND

United Food and Commercial Workers Union, Local 1996

**2018 Contract Negotiations
Tentative Agreement Reached September 22, 2018**

1. **Incidental language updates.** It is the intent of the parties to review the contract and make any incidental changes to obsolete language necessary to ensure that this agreement is current and coherent.
2. **Union participation in interviews.** It is the intent of the parties that Section 12.4(B)(3)(a) will not be modified. However, in order to implement the provisions of this section, the Employer will direct its hiring managers to notify the Union Business Agent of any interviews scheduled for bargaining unit positions. The Union Business Agent will determine if a Union representative or represented employee will be present for the scheduled interview, and interviews will not be delayed or rescheduled for this purpose. The intent of the parties is that the Union representative or represented employee will participate as an observer and will not participate in ranking the candidates or selecting a candidate.
3. **Travel Steering Committee and Joint Workgroup.** Within 90 days of ratification of this agreement, a Regional Travel Steering Committee consisting of three representatives appointed by the Employer and three representatives appointed by Labor will appoint a joint workgroup to study the issue of employees being reassigned to alternate work locations prior to the start of their shift and without first travelling to the normal work location, and devise guidelines for the workgroup to follow.

After the workgroup receives its guidelines, the workgroup will have 90 days to develop and submit recommendations to the Travel Steering Committee. The workgroup's recommendations must fit within the guidelines set by the Travel Steering Committee. The Travel Steering Committee will have the authority to accept or reject the solutions recommended by the workgroup. If the Travel Steering Committee is unable to reach consensus recommendations, the recommendations will be referred to the Regional LMP Co-Chairs to assist the committee in exploring options and reaching a mutually acceptable resolution.

4. **Annual Excess PTO Payout.** The Employer maintains a Regional "Paid Time Off (PTO)" policy. The Parties agree that under Section 4 "PTO Accruals" of this policy, paragraph 4.2.1 will be modified to read "Up to two days of accumulated PTO time will be paid out to the employee with 0 – 19 years of service. Up to four days of

accumulated PTO time will be paid out to the employee with twenty or more years of service. Accumulated PTO time will be paid out in October."

5. **Articles added, modified, or deleted.**

ARTICLE 2. DAYS AND HOURS OF EMPLOYMENT

Section 2.3 Work Schedules

A. The Employer will avoid scheduling employees over their assigned FTE on an on-going basis, unless it is necessary for operational requirements. The Employer agrees to specify on the job posting whether the position requires flexibility in the number of hours or days worked.

B. In the event the Employer deems it necessary to change regular hours and/or days of Operation on an on-going basis, the Union will first be notified of the change, unless circumstances are such that to give notice in advance would interfere with orderly operations. If so requested, the Employer agrees to discuss with the Union the impact of the changes on employees, and to apply the principles of seniority to the qualified employees involved.

C. The Employer agrees to post a work schedule (prepared in ink and/or electronically) of the work hours for all employees in a conspicuous place within the appropriate department. The work schedule shall include the employee's name, starting and finishing times and days off. The Employer shall normally post the work schedule four (4) weeks in advance for the employees scheduled to see with face to face contact with patients and two (2) weeks in advance for all other employees. Any changes to the schedule of an employee shall not be made later than 12:00 noon on Friday of the preceding week, subject to unforeseen staffing requirements.

D. The Employer maintains on file a PRN staff policy. Prior to any changes in this policy, the Employer will offer to meet with the Union for negotiations on these changes.

E. An exempt bargaining unit employee will not work more than 12 hours per day or 50 hours per week unless:

1. It is mutually agreed to in advance by the employee and manager
2. There is advance notification of the Union and Human Resources except in an emergent situation where notification will be made as soon as possible.

F. Operational Flexibility Scheduling Process:

The Employer will proactively review team/module schedules and staffing ratios to identify temporary situations where backfill/replacement needs and surplus staff exist.

The reassignment of such staff maybe necessary in order to meet operational needs. The process for reassignment will be as follows:

SAME DAY NEEDS

- Volunteers will be sought from the team/module(s) where the temporary surplus exist. In the event there are multiple volunteers, seniority will be the deciding factor.
- If there are no volunteers, the staffing request will be submitted to ~~Supplemental Staffing the Departmental Float Pool and/or PRN Staffing by the Department Administrator~~. At this point ~~Supplemental Staff the Departmental Float Pool and/or PRN Staffing~~ will not utilize agency support or reassign previously assigned ~~Supplemental Staff members Departmental Float Pool or PRN Staff~~.
- If ~~Supplemental Staffing the Departmental Float Pool and/or PRN Staffing~~ is unable to fill request, then reassignment of staff within the team/module(s) where the surplus exist will be accomplished by inverse seniority (excluding staff members on probation).

*Should reassignment of the impacted employee present undue hardship, the reassignment will go to the next person on the inverse seniority list. If an employee is unable to fulfill his/her reassignment the employee will remain first on the inverse seniority list for the next reassignment need.

2ND DAY REQUEST FOR SAME DAY INCIDENT AND/OR ALL OTHERS

- First choice shall be given to the staff member who provided the “Same Day” coverage.
- If declined, volunteers will be sought within team/module(s) where the surplus exist. In the event there are multiple volunteers, seniority will be the deciding factor.
- If there are no volunteers, the request is submitted to ~~Supplemental Staffing the Departmental Float Pool and/or PRN Staffing~~. At this point ~~Supplemental Staff the Departmental Float Pool and/or PRN Staffing~~ will not utilize agency support or reassign previously assigned ~~Supplemental Staff members Departmental Float Pool or PRN Staff~~.
- If ~~Supplemental Staff Supplemental Staff members the Departmental Float Pool or PRN Staffing~~ is unable to fill request, then reassignment of staff within the team/module(s) where the surplus exist will be accomplished by inverse seniority (excluding staff members on probation).

*Should reassignment of the impacted employee present undue hardship, the reassignment will go to the next person on the inverse seniority list. If an employee is unable to fulfill his/her reassignment the employee will remain first on the inverse seniority list for the next reassignment need.

TRAVEL REIMBURSEMENT

~~All reassigned staff will be eligible for mileage reimbursement. Mileage will be paid in accordance with the current policy. Should inverse seniority apply, the maximum geographic radius an employee would be required to travel from his/her home facility will be 35 miles one way. Volunteers will not be limited to the 35 mile travel radius. For distances traveled greater than 20 miles, all employees will be paid a 10% differential in addition to mileage reimbursement, regardless of the reassignment being voluntary or by inverse seniority.~~

JOINT REVIEW COMMITTEE

~~If inverse seniority is exercised, documentation will be sent to a joint labor and management review committee. The committee will consist of 2 primary members, 1 from labor and 1 from management. Labor and management will both identify back-up members. An impacted employee may choose to take his/her concern to the review committee for resolution.~~

If inverse seniority is exercised, it shall be reflected in the rolling inverse seniority list, and an impacted employee may choose to take his/her concern to the review committee for resolution. The committee will consist of an equal number of Labor and Management members.

ADDITIONAL GUIDELINES

- Reassignments will be made within like departments (ex. Internal Medicine staff to Internal Medicine staff and Pediatric staff to Pediatric staff etc.)
- Each team/module will maintain a volunteer list
- Each team/module will maintain a rolling inverse seniority list
- Employee must have successfully completed his/her probationary period in order to be reassigned
- Supervisor and employee should make reasonable accommodations
- In the event there is no Kaiser Permanente staff available, agency will be utilized

This article will be eligible for review and amendment over the life of the contract by the Regional LMP Steering Committee.

ARTICLE 8. GRIEVANCE PROCEDURE

The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. If differences cannot be resolved informally, they may be resolved utilizing the Grievance Procedure.

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.

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.

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 and the Steward/ Union Representative.

Grievances, requests for review and decisions shall be delivered ~~in person or by U.S. mail~~ in person, by fax, or by email, 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~~ date stamp will indicate the end of one step or response and the ~~date of receipt~~ date stamp will mark the beginning of the next step or response.

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.

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 will advance the grievance to the next step.

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.

Whenever a settlement of a grievance is arrived at, it shall be final and binding upon both parties. It being understood that the Executive Board of the Local Union, having final authority in presenting, processing and adjusting the Union grievances or disputes arising under this Agreement, may in its action decline to process any grievance or dispute if in the judgment of the local Union Executive Board such grievance or dispute lacks merit or is unjustifiable under the terms of this Agreement or has been adjusted under the terms of this Agreement to the satisfaction of the Local Union Executive Board.

Step 1

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, ~~she/he~~ the Steward/Union Representative shall present it on the appropriate form to the immediate supervisor or the appropriate designee within 10 business 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 immediate supervisor shall meet with the Grievant and a steward within 10 business days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor shall give a written decision to the Grievant, with a copy to the union, within 10 business days after the meeting. If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 business days.

Step 2

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within 10 business days of receipt of the appeal to attempt to resolve the grievance. The Human Resources Consultant shall give a written decision to the Union representative within ten business days after the meeting.

If the grievance is not resolved at step 2, the Union ~~shall have ten business days to notify the Employer of its intent to arbitrate. may submit such grievance to arbitration by notifying the Employer, in writing, that the grievance is being submitted to arbitration. Such request shall be made within twenty (20) working days of the Employer's written answer in Step 2.~~

Arbitration

~~Within ten business 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 arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.~~

~~The Union will then request Federal Mediation and Conciliation Services to provide the parties with a panel of seven (7) arbitrators. Either party shall have the right to reject one list of arbitrators and request another list from the Federal Mediation and Conciliation Service. If the parties cannot mutually agree upon the name of one arbitrator on such list, they shall alternately strike names, with the Union striking first, until only one name remains, which name shall be the arbitrator to be appointed.~~

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. ~~The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty 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.~~

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

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.

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.

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.

~~The parties shall meet immediately after the execution date of the Agreement to mutually agree on five arbitrators who will serve as a panel during the term of the Agreement. If the parties cannot reach mutual agreement, each party shall select two arbitrators for the panel and the parties will reach mutual agreement on the fifth panel member. If the parties cannot reach mutual agreement of the fifth panel member, 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 four previously selected panel members. Selection of the fifth panel member will be made from that list either by mutual agreement or by alternately striking names until one is left. The first party to strike a name will be determined by the flip of a coin.~~

ARTICLE 9. FORMAL CORRECTIVE ACTION

~~The parties agree to the Problem Solving Processes as outlined in the National Agreement. The Georgia Region will develop a plan/timeline for implementation in 2006 once the Strategy Group has approved any modifications to the current processes as outlined in Section 1.L.1.a of the National Agreement. Until that time, corrective action will follow the policy on file and the contract language below.~~

The Parties agree to the Problem Solving Process as outlined in the National Agreement and will also utilize the following principles:

1. The goal of Formal 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.
2. Formal 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.
3. An Employee shall have the right to have a Steward/ Union Representative accompany her/him to Formal Corrective Action meetings carried out by the Employer. An Employee shall also have the right to have a Steward/Union representative accompany her/him to an investigatory meeting that may result in disciplinary action.
4. A copy of all notices of Formal Corrective Action shall be forwarded to the Union as soon as possible.

ARTICLE 12. SENIORITY

Section 12.3 Promotion and Transfer:

Before any vacant regular positions are offered to outside applicants, such vacancies shall for one (1) week be posted for bidding by non-probationary bargaining unit employees, and the employer shall during the same one (1) week period specifically notify all persons on the layoff list of these vacancies as well. ~~Positions will be posted on Tuesday and Thursday of each week.~~

In the event two (2) or more qualified bargaining unit employees apply for a posted vacancy, the employee with the greater regional seniority shall be offered the vacancy where qualifications are relatively equal.

Human Resources will notify the designated Union Representative of the top four candidates being referred to the hiring manager for each position. In the event the list of the top four applicants includes internal applicants who are not represented by the union or external applicants, their names will be blinded to assure their privacy.

~~A newly hired or existing employee is eligible to bid on a posted job that is a lateral transfer after completing twelve months in his/her current position except in the case of non-benefitted employees where the minimum timeframe is three months.~~

A newly hired employee is eligible to bid on a posted job that is ~~a lateral transfer or~~ a promotional opportunity upon successfully completing six months in his/her position except in the case of ~~Supplemental Staffing non-benefitted employees~~ where the minimum timeframe is three months.

~~An employee is eligible to bid on a posted job that is a lateral transfer after completing six months in his/her current position except in the case of Supplemental Staffing where the minimum timeframe is three months.~~

An existing employee is eligible to bid on a posted job that is a promotional opportunity after successfully completing three months in his/her current position.

~~By mutual consent the employer and the union may agree to waive these time limits on a case by case basis. (e.g., when an employee hardship is created).~~

Section 12.4 Selection Criteria

(A) The job posting will clearly define the existing job requirements. If the requirements change, the union will be notified.

(B) To assure that internal vacancies are filled with the best qualified, service oriented employees resulting in a good fit for both employees and the Employer, the following selection criteria will be used to evaluate and select candidates who bid for posted bargaining unit job vacancies:

1). Relevant knowledge, jobs skills, education, training and required credentials to perform the job.

2). Overall performance history and previous experience, including the length of time and performance in the employee's present assignment. Significant differences in performance may be used as a determining factor in awarding the bid.

(a). If an employee has an active ~~Written Warning~~ Level 3 corrective action on file, he/she may bid on a posted job. The hiring manager will retain the right to consider corrective action and may disqualify the candidate.

(b). An active ~~Final Written Warning~~ Level 4 corrective action will automatically disqualify an employee from job bid consideration.

3). Information gathered during the interview process.

(a). The Employer will offer the opportunity for involvement of represented employees in the interview process.

~~(b). Seniority shall govern among two or more bidders provided that the selection criteria identified in "B" of this section are relatively equal between the candidates. If the most senior is not selected due to the outcome of the interview, the hiring manager will notify the institutional union prior to extending an offer.~~

(C) Seniority shall govern among two or more bidders provided that the selection criteria identified in "B" of this section are relatively equal between the candidates. If the most senior applicant who is interviewed is not selected based on the outcome of the selection process, the Employer will notify the institutional union prior to extending an offer.

(D) The Employer will grant sufficient release time for the travel and participation of the applicant in the interview process.

(E) The selection process will be conducted consistently with Kaiser Permanente's Principles of Responsibility Section 8.3.12 "Employment of Relatives and Household Members."

Section 12.5 Holiday Work: Holiday work will be offered to employees by seniority. In the event that there are insufficient volunteers to staff a holiday, holiday work shall be rotated equitably with inverse seniority prevailing to fill the holiday roster with the following exemption: In no case shall an employee be required to work Thanksgiving

two (2) years in a row, or Christmas two (2) years in a row or New Year's day two (2) years in a row, unless unusual emergency operational needs occur. In the event that the actual holiday differs from the observed holiday for New Year's Day, July 4th, or Christmas Day, shifts worked on both the actual and the observed day will be considered holidays worked for rotation purposes. PRN employees in the Supplemental Staffing Department will be included in the holiday rotation. ~~As per past practice, PRN employees in ancillary departments (Pharmacy, Radiology, Laboratory) will not be included in the holiday rotation.~~

Recognized Holidays Include: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Section 12.6 Paid Time Off (PTO):

PTO will be scheduled according to the following process. ~~This timeline will begin August 1, 2006, for the vacation period of October 2006 through January 2007. This timeline will begin December 1, 2018 for the vacation period of February 2019 through April 2019.~~

Request in By	Approved & Posted	PTO Timeframe
December 1	January 1	February through May
April 1	May 1	June through September
August 1	September 1	October through January
December 1	January 1	February through April
March 1	April 1	May through July
June 1	July 1	August through October
September 1	October 1	November through January

PTO requests received prior to the scheduled request period will be considered along with all others received for that time period.

An employee may use seniority as the determining factor for only one continuous period of leave in the PTO year (February through January).

Intermittent PTO is a request for time off during the currently posted PTO schedule. After the PTO schedule is posted, an employee may request intermittent PTO during that PTO timeframe, provided that there is no conflict with another employee's previously approved request. Intermittent requests are granted on a first come/first serve basis.

If multiple employees submit intermittent PTO requests on the same day for the same date(s) off after the schedule has been posted and only one request can be granted, then seniority will be the determining factor.

ARTICLE 20. STAND BY PAY

Employees who are scheduled to be on stand-by ~~and carry a pager~~ shall be paid ~~\$2.00~~ \$3.50 per hour for all hours on stand-by if they are not called in. If the employee is called in while on stand-by, he/she will be paid at time-and-a-half of his/her standard pay rate plus shift differential. If an employee is called in and works less than four hours, he/she will be paid a minimum of four hours. The employee is to report to work within one hour of being notified, or, if the employee, in good faith, cannot reach the facility within one hour, the employee will report as soon as it is practicable.

ARTICLE 25. HEALTH INSURANCE AND RELATED BENEFITS

Section 25.2: Health Care Flexible Spending Account (HCFA):

~~In January 2006, January 2007, and January 2008, the Employer will make an annual, lump sum contribution to the HCFA for all benefits-eligible bargaining unit employees as follows:~~

Benefit Status	Pro-Rated %	Employer Contribution
32 to 40 hours/week	100%	\$250.00
25 to 31 hours/week	80%	\$200.00
20 to 24 hours/week	60%	\$150.00

~~On January 1 of the plan years specified above, the Bargaining Unit employee must meet the requirements for benefits-eligible status in order to receive the Employer funding of the HCFA benefit. The funding for the Employer contribution will come from a combination of diverted wages from the LMP Trust Fund and the Employer.~~

~~Bargaining Unit employees who are not benefits eligible (either PRN or Short Hour status) will not be eligible for the annual Employer funding of the HCFA.~~

~~Bargaining Unit employees hired after the Employer funding has occurred in January of 2006 or 2007 will become eligible for the Employer funding of the HCFA the following January, if in an eligible status.~~

~~Bargaining unit employees can submit reimbursement claims from their HCFA for certain out-of-pocket medical and dental expenses incurred during the plan year for themselves and for eligible family members as permitted under IRS code. Examples of eligible HCFA expenses include office visit co-pays and prescription co-pays (no premium reimbursements are allowed).~~

~~Any unclaimed money remaining in an employee's HCFSA at the end of the year will be forfeited. The employee cannot receive a refund or carry over the balance from one year to the next in accordance with HCFSA Plan provisions. Claims may be submitted through 3/31 of the following year, for reimbursable expenses incurred in the prior year.~~

~~The Health Care Spending Account Benefit will be provided in accordance with the National Agreement Section 2.B.1(d) "Health Care Spending Account."~~

ARTICLE 34. MANAGEMENT RIGHTS

The Employer retains, solely and exclusively, all rights, powers, and authority which ordinarily vest in and are traditionally exercised by management, except as expressly limited by specific provisions of this Agreement. In construing this reservation of management rights, the Union and the Employer agree that their objective is to provide quality health care at reasonable cost to health plan members, and that the Employer shall retain the ability to respond to changes in medical care delivery, medical technology, and the highly competitive environment in which the Employer operates.

Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its facilities and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to discontinue delete: or subcontract work for economic or operational reasons; to direct the staff; to increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to layoff or reduce hours of work of staff; to establish schedules of operations and workloads; to specify or assign work and decide which employers are qualified to perform work; to determine qualifications for positions; to schedule and change work hours, shifts and days off; to adopt rules and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of facilities; and to affect technological changes.

The parties are committed to and included in the National Partnership between Kaiser Permanente and the ~~AFL-CIO Coalition of Kaiser Permanente Unions~~ Alliance of Health Care Unions and will be guided by ~~policies jointly arrived at the National Agreement~~ on subcontracting.

ARTICLE 38. MILEAGE REIMBURSEMENT

~~Employees required to travel on Employer business shall receive the established mileage reimbursement rate for such travel. The mileage reimbursement rate will be based on the standard established by the Internal Revenue Service (IRS).~~

~~Mileage reimbursement will be paid for any difference between the employee's customary drive to and from work and his/her drive to another location. Mileage for traveling between facilities is to be determined using the Georgia Region Mileage Chart. Because employees in Supplemental Staffing receive an hourly differential to work at different locations, they are ineligible for mileage reimbursement.~~

~~An employee's personal automobile is not insured by the Employer. The Employer is not liable for claims arising out of the operation of an employee's automobile.~~

Employees required to travel on Employer business shall receive the established mileage reimbursement rate for such travel. The mileage reimbursement rate will be based on the standard established by the Internal Revenue Service (IRS).

Mileage reimbursement will be paid for any difference between the employee's customary drive to and from work and his/her drive to another location. Mileage for traveling between facilities is to be determined using the Georgia Region Mileage Chart. Because employees in Supplemental Staffing receive an hourly differential to work at different locations, they are ineligible for mileage reimbursement.

- For distances travelled 20 miles or greater but less than 36 miles, a 10% differential in addition to mileage reimbursement will be paid.
- For distances travelled 36 miles or greater but less than 50 miles, a 12% differential in addition to mileage reimbursement will be paid.
- For distances travelled 50 miles or greater a 15% differential in addition to mileage reimbursement will be paid.

An employee's personal automobile is not insured by the Employer. The Employer is not liable for claims arising out of the operation of an employee's automobile.

ARTICLE 41. NATIONAL PARTNERSHIP

The parties are covered by the National Agreement between Kaiser Permanente and the ~~AFL-CIO Coalition of Kaiser Permanente Unions~~ Alliance of Health Care Unions. The parties will participate in Partnership activities guided by the Regional LMP Steering Committee. The parties will also participate in all on-going Partnership activities covered in the National Agreement.

The foregoing is offered as a full and complete settlement of the successor bargaining for the collective bargaining agreement between Kaiser Foundation Health Plan of Georgia, Inc., and United Food and Commercial Workers Union, Local 1996 for the Clerical/Technical and Professional bargaining units. By signing below, the parties are agreeing to a complete tentative agreement, and the parties

