

**AGREEMENT**

**between**

**KAISER FOUNDATION HOSPITALS,**

**SOUTHERN CALIFORNIA  
PERMANENTE MEDICAL GROUP,**

**KAISER FOUNDATION HEALTH PLAN**

**and**

**THE OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 30  
AFL-CIO, CLC**

**October 1, 2015 – July 1, 2019**

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## **AGREEMENT**

THIS AGREEMENT made and entered into as of the 1st day of October 1, 2015 by and between KAISER FOUNDATION HOSPITALS, THE KAISER FOUNDATION HEALTH PLAN and THE SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, herein collectively referred to as the "Employer," and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30, AFL-CIO, CLC, hereinafter referred to as the "Union."

### **WITNESSETH:**

That the parties hereto have agreed as follows:

100 **ARTICLE 1 - PURPOSE OF AGREEMENT**

101 It is the intent and purpose of this Agreement to establish the hours, wages and working conditions for the employees covered by this Agreement; to provide procedures for equitable adjustment for grievances; to prevent interruptions in the performance of this work and, in general, to promote harmonious relations between the Employer and its employees and the Union.

200 **ARTICLE 2 - SCOPE OF AGREEMENT**

201 **Section 1 - Definitions**

202 For the purposes of this Agreement, "Employee" and "Employees" as and whenever used in this Agreement shall mean and include those persons employed by the Employer in classifications covered by this Agreement at its San Diego Medical facilities within San Diego County.

203 In the event a new location within San Diego County is opened as an addition to the existing facilities, the terms and conditions of this

Agreement shall be extended to all employees at the new location employed in classifications covered by this Agreement.

204 The Employer agrees that programs such as CETA, volunteer and summer youth programs shall not be utilized to displace bargaining unit employees or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce their hours of work.

205 The Employer shall notify the Union upon commencement of CETA, volunteer and summer youth programs of the number of participants, their classifications, work location, hours of work per week, and the duration of the program.

206 Section 2 - Supervisory Employees

207 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, and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the units as established in Article 2, Section 1, of our mutual Agreement. Supervisory employees will not perform duties normally performed by employees falling within the scope of this Agreement except for training, orientation, emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer to include those instances when it is impossible to find qualified replacements for vacant established positions.

208 Section 3 - Courtesy

209 The Union and Employer agree to encourage all employees, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, patients and the public.

210 Section 4 - Confidentiality of Medical Records and Member/  
Patient Information

211 The contents of all patient/member medical records (to include employees) and patient information (such as but not limited to,

Appointment Records and Pharmacy Records, etc.), are of a highly private nature.

212 The use of these records is restricted to the relationship between the provider and those designated by the provider, and his/her patient. It shall be the policy of the organization that access to the contents of all patients' records be restricted to this use. All other uses are unauthorized, except for potential litigation or other medical claims. Any such unauthorized use by any employee regardless of position, will lead to immediate discipline which may include termination. Employees who believe that the confidentiality of their medical records has been violated may bring this issue to the attention of their immediate supervisor or the Human Resources Department in writing with a copy sent to the Union. The Employer must provide a response to the employee within thirty (30) days.

300 ARTICLE 3 - RECOGNITION AND UNION SECURITY

301 Section 1 - Recognition

302 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of work and working conditions for those employees in the four (4) job families covered by this Agreement.

303 Section 2 - Union Membership

304 All present employees who have become members of or have applied for membership in the Union shall maintain membership therein as a condition of continued employment.

305 All future employees hired by the Employer shall, on the thirty-first (31st) day following the beginning of their employment, become and remain members of the Union in good standing as a condition of continued employment.

306 Section 3 - Maintenance of Membership

307 Employees who are required hereunder to maintain membership and fail to do so shall, upon notice of such action in writing from the Union to the Employer, be replaced by a competent employee whenever such competent employee is available. Employer shall be the sole judge of the competency of such employees.

308 Section 4 - Checkoff

309 The Employer shall deduct from each Union member's wages, the amount of Union dues and initiation fee uniformly required by the Union of all employees covered by this Agreement who have voluntarily agreed to a written assignment which shall be irrevocable until the termination date of this Agreement.

310 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 foregoing provisions of this Article.

311 Section 5 - List of Employees

312 On a monthly basis the Employer shall supply the Union with the names, addresses and classifications of work of new employees and the names of employees terminated.

400 ARTICLE 4 - COMMUNITY DISASTER

401 Because of the nature of a medical care organization, it is recognized that a major community disaster could require the services of Employer's facilities far beyond those normally provided. In the event of such a disaster, and in recognition of our obligation to the community, Article 12 - "Hours of Work and Overtime" will be inapplicable during the period of such unusual demands caused by this disaster, provided that the facilities of the organization are made available to the community at large.

500 ARTICLE 5 - MANAGEMENT

501 The Union recognizes that there are rights and responsibilities belonging solely to the Employer such as, but not limited to, the authority to determine the type and scope of work to be performed and the services and products, if any, to be provided, to establish schedules of operation and work load, and to decide the methods, processes, means, and places of providing services and products, except where specifically limited in this Agreement.

502 The authority to select, direct, adjust, transfer, increase and decrease the working force, to remove employees and to maintain discipline among and efficiency of, employees shall be vested solely and exclusively in the Employer, except as may be specifically limited by this Agreement. The Union recognizes that the Employer has the right to make and to establish rules of conduct for employees in or on Employer's property, and to fix and determine penalties for violation of such rules. The Union reserves the right to object to the Employer's actions in any of the above respects through the Grievance Procedure provided for in this Agreement.

600 ARTICLE 6 - GENERAL PROVISIONS

601 Section 1 - Seniority Definitions

602 Seniority for full-time, part-time, irregularly scheduled part-time, on-call and temporary employees shall be defined as continuous service in calendar months from date of hire within the Bargaining Unit with the Employer.

603 An employee's seniority shall be broken for any of the following reasons:

1. Whenever the employee quits.
2. Whenever the employee is discharged.
3. Whenever the employee, when on layoff, fails to return to work within five (5) working days after having been notified

by the Employer by Registered Mail, Return Receipt Requested, to the employee's last known address, to return to work.

4. Whenever an employee exhausts his/her recall rights as outlined in Article 7.
5. Retirement
6. Transfer out of the bargaining unit, except as provided in Paragraph 829.

604 A regular employee who has six (6) months service and has terminated or retired and is rehired within six (6) months will retain all previously accrued seniority for wages and benefits, and will retain all previously accrued bargaining unit seniority. Prior Sick Leave credit will be restored for employees rehired within six (6) months.

605 Section 2 – Seniority Tie-Breaker

606 When two or more employees have the same Bargaining Unit seniority, and the same employment application date, the seniority tie-breaker utilized will be alphabetical order by last name.

607 Section 3 - Part-time Employees

608 A part-time employee is one that is scheduled to work forty (40) hours or more per pay period but less than eighty (80) hours.

609 Should the Employer need to schedule additional hours, beyond an employee's regularly scheduled hours, the Employer will do so in accordance with Paragraph 834.

610 In the event a part-time employee is consistently being utilized, for non-replacement hours, as a thirty-two (32) hour employee for twelve (12) consecutive months or more, said employee may request a change to a regular thirty-two (32) hours status. In the event a part-time employee is consistently utilized, for non-replacement hours, as a full-time employee for twelve (12) consecutive months or more, said employee may request a change to full-time status.

The consistent utilization review will include all non-replacement hours worked. Sick leave hours utilized will not apply as credit toward consistent utilization. Hours used by the employee for his/her annual vacation accrual during the twelve (12) month review period will count towards the utilization review. Two (2) pay-period drops below consistent utilization will be accepted in the twelve (12) month utilization review.

611 Full-time hours that an employee accepts to work on a temporary basis to replace an employee on a leave of absence will not apply to the above.

612 Section 4 - On-Call Employees

613 An on-call employee is defined as an employee that consistently works less than forty (40) hours per pay period or who works as a replacement on an intermittent basis. The Employer, where feasible, will establish an on-call system.

614 Health Plan and Dental Plan coverages and designated holiday benefits are not extended to on-call employees. On-call employees shall accrue credit for step increases on the same pro rata basis as for part-time employees. However, an on-call employee working on a designated holiday shall be paid the premium rate for all hours worked on the holiday (one and one-half (1 ½) times regular rate - no holiday allowance).

615 In lieu of the aforementioned benefits, an on-call employee shall receive a seventy cents (\$0.70) per hour wage additive for each hour she/he works.

616 On-call employees who work twenty (20) or more hours per week or forty (40) hours per pay period for four (4) consecutive months shall have their status changed to Irregularly Scheduled Part-time in order to accrue eligibility for Vacation or Sick Leave, health plan coverage, dental plan coverage and designated holiday benefits. When such an employee's status is changed, the employee shall be required to become a member of the Union.

617 On-call employees whose status is changed to Irregularly Scheduled Part-time for eligibility of benefits will not receive the on-call wage differential.

618      Section 5 - Irregularly Scheduled Part-time Employees

619      An Irregularly Scheduled Part-time employee who is maintained in this category for twelve (12) consecutive months shall then be converted to the status of a regular part-time employee when said employee requests a change to part-time status. Hours that an employee accepts to work on a temporary basis to replace an employee on a leave of absence will not apply to the above.

620      An Irregularly Scheduled Part-time employee will revert to on-call status within the twelve (12) month period if the employee's utilization becomes less than forty (40) hours per pay period for two (2) consecutive pay periods.

621      Section 6 - Temporary Employees

622      A temporary employee is one who is hired for an interim period of three (3) months or less.

623      All persons hired to replace employees who are on a leave of absence are to be considered temporary and shall be so advised and shall be informed of the approximate date the regular employee is expected to return from leave and whenever possible these employees shall be given two (2) weeks notice of termination.

624      Vacation and Sick Leave, health plan coverage, dental plan coverage and designated holiday benefits are not extended to employees in a temporary status. However, such employees who work on a designated holiday shall be paid at the premium rate for hours worked on the designated holiday (one and one-half (1 ½) times regular rate - no holiday allowance).

625      The Employer shall notify the Union of the name of the replacement employee, the name of the employee on leave, the duration of their leave, their classification and their department. A temporary employee who works beyond twelve (12) months shall automatically become a regular employee pursuant to Article 6.

626 Section 7 - Emergency Phone Calls

627 In the event an emergency call cannot be received by an employee, the Employer will attempt to expeditiously deliver it to the employee.

628 Section 8 - Job Description

629 The Employer will provide the Union with a copy of available job descriptions. Further, as job descriptions are developed or revised, the Union will be sent copies. Each employee will, at time of hire or on request, be provided a document summarizing job duties.

630 Section 9 - Technological Change

631 Employees shall be afforded job protection in situations of change due to automation or technological improvements. The Employer and the Union will carefully review the status of employees affected by such changes in order to provide suitable retraining or alternate employment whenever practicable.

700 ARTICLE 7 - REDUCTION IN FORCE AND REDUCTION OF SCHEDULED HOURS

701 In a reduction in force or reduction in hours, the principle of bargaining unit seniority within each department and classification shall govern provided merit and ability are approximately equal. The Employer agrees to give as much advance notice as possible to employees of a reduction in force.

702 Reduction in force shall be defined as the elimination of an employee's position(s) in a department or a reduction in head count in a department. Reduction from full-time to part-time or on-call status is deemed to be a reduction in force. Reduction in hours of part-time employee(s) which results in a status change to on-call or results in the loss of the Dental Plan and Kaiser Foundation Health Plan Coverage is deemed to be a reduction in force.

- 703 In a reduction in force, temporary, on-call and irregularly scheduled part-time employees (in that order) within the affected department and classification shall be laid off before any regular full-time or part-time employee(s) within the affected department and classification are displaced. Employees in the above status shall be laid off without bumping rights.
- 704 The parties agree to meet and confer regarding the displacement of any regular full-time or part-time employee prior to said employee's exercise of seniority rights. The parties will review all open bargaining unit positions in lieu of bumping rights. Should the parties agree to place the affected employee in an available open position for which he/she is qualified, then the Union agrees to waive posting and seniority for purposes of said placement. However, should the employee decline placement in an open position for which he/she is qualified that is comparable in pay, shift and job responsibility, then said employee shall have no further bumping rights and will be laid off.
- 705 Prior to implementing a reduction in force, the parties shall meet and confer to consider the feasibility of reducing hours of twenty to thirty-two (20-32) hour part-time employees within the affected classification and department.
- 706 A regular employee, full-time/part-time, whose job has been eliminated due to a reduction in force and who has not been placed by application of Paragraph 704, may exercise bargaining unit seniority to displace the least senior regular employee within the same classification and department.
- 707 A regular employee, full-time/part-time, who is unable to retain a position within the same classification and department may exercise bargaining unit seniority to displace the least senior regular employee within the same classification and entity.
- 708 A regular employee, full-time/part-time, who is unable to retain a position within the same classification and entity, may accept any unfilled available irregularly scheduled part-time, on-call or temporary position for which they are qualified, within the same classification throughout the bargaining unit.
- 709 When a regular employee, full-time/part-time, is unable to retain a position by the application of the above paragraphs, then the

employee may exercise their bargaining unit seniority to displace the least senior employee, in any classification previously held (from most recent to least recent), throughout the bargaining unit, provided the employee is qualified to perform the work of the employee he/she is displacing.

710 A regular employee, full-time/part-time, who is unable to retain any position by application of the above paragraphs, will be laid off.

711 General

712 Employees on layoff status with one (1) or more years of accumulated seniority at the time of layoff, will have recall rights for a period of one (1) year. Employees with less than one (1) year of seniority at the time of layoff will have recall rights for a period of time equal to their accumulated seniority when laid off.

713 In all cases of bumping, the displacing employee must have the ability to perform the work of the employee displaced.

714 The Union and the Employer will work toward locating suitable and appropriate employment for which the laid off employee is qualified.

715 The Employer and the Union will carefully review the status of any employees displaced by automation and/or technological change and attempt to locate suitable employment for which the employee is qualified and physically capable of performing.

716 In the event of a reduction in force of a regular employee, two (2) weeks notice will be given prior to layoff. If notice is not possible, two (2) weeks pay will be provided in lieu of such notice.

717 The Employer agrees to give as much advance notice as possible to employees of a reduction in force.

718 Temporary Force Reduction

719 In the event employees within a classification are not required to work a particular shift and/or area, employees will be directed not to work in order of reverse seniority and in the following order:

1. Employees on premium hours.

2. On-call and temporary employees.
3. Irregularly scheduled part-time employees.
4. After the application of the above, the part-time employees will be reduced to the minimum of their status.
5. After 1 through 4 above have been applied, seniority of fifteen (15) years in the classifications of Hospital Unit Coordinator and Respiratory Care Practitioner with the Local 30 Bargaining Unit will exempt full-time/part-time (non-overtime) employees from the rotation of KTOs. Employees with less than fifteen (15) years of Bargaining Unit seniority (full-time/part-time non-overtime) that are affected by KTOs will be rotated as follows:
  - A. Seniority lists will be prepared for each department and shift.
  - B. The following KTOs will apply to the Hospital Unit Coordinators on a shift basis throughout the entire Department of Nursing, and to Respiratory Care Practitioners at the Hospital; rotation will be within the classification beginning with the least senior employee first.
  - C. KTOs will be rotated beginning with the least senior employee on the list, proceeding upward until all employees on the list have had one (1) KTO. A KTO charge will only be made when an employee is relieved of all work.
  - D. Employees who are absent or off on their KTO rotation day will remain on the rotation list until a KTO is incurred.
  - E. When an error in the KTO rotation is made, the affected employee shall be deemed to have satisfied their KTO obligation for the duration of the current rotation. However, if at the time of the KTO error an alternate day is available, then the affected employee will be offered said alternate day. Should the employee work the alternate day, then he/she will be paid at their straight-time rate and such hours will not

count for computation of overtime or consecutive day pay. Further, acceptance of an alternate day will result in the affected employee being reinstated to the current KTO rotation.

- F. Overtime KTOs shall not be considered as part of the rotation system.
6. The following KTO understandings apply solely to LVNs in the hospital:
- A. Seniority lists will be prepared and maintained for each nursing unit, float zone and shift. Prior to invoking mandatory KTO, the Employer shall permit LVNs to elect voluntary KTO on a prenotification basis. LVNs who desire voluntary KTO must notify the staffing office prior to the completion of staffing for the shift in question. Employees on overtime will be subject to mandatory KTO before volunteers are accepted.
  - B. After applying items 1 through 4 above, KTO will be rotated among LVNs with less than ten (10) years of bargaining unit service, beginning with the least senior LVN on the seniority list and proceeding in order of reverse bargaining unit seniority until all LVNs on said list with less than ten (10) years of bargaining unit service have had one (1) KTO. If no LVN has less than ten (10) years of service, all LVNs shall be included in the rotation. Once an LVN has completed ten (10) years of service and is removed from the rotation list, all prior KTO occurrences will be removed from said LVN's record.
  - C. LVNs who are absent or on leave on his/her KTO rotation day will remain on the list until a KTO is incurred. If, at the completion of any six (6) calendar month period, KTOs have not been incurred by all LVNs on the seniority list because of low KTO frequency, a new KTO list will be prepared beginning with the least senior LVN.
  - D. When a KTO rotation error is made, LVNs will receive the same remedy provided to other employees as

described in Paragraph 719 (5.E) above.

- E. Overtime KTOs shall not be considered as part of the rotation system.
- F. LVNs who receive a mandatory KTO may sign the availability list to work a replacement day, and subject to the seniority rights of other LVNs, the Employer will make every effort to assign said LVN additional work.
- G. The Employer will maintain written records of telephone communications to LVNs affected by KTO. The records shall indicate the name of the affected LVN, the date and time of the communication, and the purpose and outcome of the call. These records will be retained for ninety (90) calendar days. Upon request to Nursing Administration, the Union will be provided copies of these records for use in the grievance procedure.

800 ARTICLE 8 - NEW HIRES, TRANSFERS, PROMOTIONS AND  
ADDITIONAL HOURS

801 Section 1 - New Employees and Job Posting

802 The Employer agrees to advise the Union of existing vacancies in the classifications covered by this Agreement so that the Union may refer applicants for such job openings to the Employer for the Employer's consideration, it being understood that the Employer is free to hire from any source.

803 When vacancies occur in positions subject to this Agreement, the Employer agrees to post such vacancies where the vacancies occur and its related outlying facilities. All job postings shall include the department, classification, status, shift, pay grade and qualifications of the position. Notwithstanding posted requirements, the Employer shall have the right to assign any employee within a classification to any job assignment, task assignment, work location, or desk location.

804 All job vacancies shall be posted for seven (7) calendar days in a timely manner.

- 805 The job postings shall indicate the last day applications will be accepted within the facilities.
- 806 In the event a position is posted and no applicant meets the posted qualifications, the Employer may hire directly from the outside. Should the Employer elect to lower the posted qualifications, the position will be reposted. The qualifications listed on the job posting must be related to the actual duties involved in the position. The Employer will not revise current job postings for the purpose of excluding employee transfers.
- 807 The Employer will provide the Union with one copy of the job posting.
- 808 When a position is canceled or changed from full-time to part-time or visa versa, the Union shall be advised by written notice. Such notice shall include the reason for the cancellation or the Change of Status.
- 809 When a position under this Agreement becomes vacant and the Employer chooses either to not fill the position or to fill the position with a lower rated classification, the Employer will provide the Union with prior notification of such decision. Upon request, the Employer will meet with the Union to discuss such decision.
- 810 Each employee submitting an application for a new position or transfer will be considered and will be notified if denied the position and the reasons for such denial. All employees who have applied for either a transfer or a promotion shall be notified in writing within three (3) weeks after the position has been filled as to the granting of the posted position. The employee shall be informed as to who received the position.
- 811 New hires will be so indicated on the listing.
- 812 Section 2 - New Hire Physical Examination
- 813 Prior to employment or during the first thirty (30) days of employment, each employee shall be given and is required to successfully complete a physical examination. Failure to satisfactorily pass the physical examination is cause for immediate discharge from employment.

814 Section 3 - Promotions and Transfer Requests

815 Employees shall be allowed to submit transfer requests on a form provided by the Employer for jobs which become vacant. In filling any vacancy, all qualified employees who have submitted transfer requests within the seven (7) day posting period shall be preferred over outside applicants. All qualified employees who have submitted transfer requests after the seven (7) day posting period shall be given equal consideration with outside applicants. The employee shall retain a copy of his/her transfer request. An employee shall not be required to have his/her supervisor's signature on a transfer request. Newly hired employees may not apply for a transfer until they have completed eighteen (18) months of continuous service. Exceptions may be granted by the Employer for extenuating circumstances.

816 Section 4 - Transfer Rights

817 Employees with more than eighteen (18) months of service shall be eligible to transfer not more than twice in eighteen (18) months. The eighteen (18) months in which a transfer opportunity occurs will be established by the original posting date. Employees serving a probationary period as described in Paragraph 902, will not be eligible to transfer until the expiration of the probationary period and completing eighteen (18) months of continuous service.

818 Newly hired employees may not apply for transfer to another department until the employee has completed eighteen (18) months of continuous service. Newly hired full-time, part-time, and on-call employees may apply for transfer to positions within the department and after successfully completing the new hire probationary period. Exceptions may be granted by the Employer for extenuating circumstances. Employees will be awarded positions in accordance with paragraph 821.

819 Employees who transfer into positions which require special training will be required to remain in said classification for eighteen (18) continuous months before being eligible to transfer to another classification

820 If an employee bidding for a position is the most senior, but needs to demonstrate a higher rate of typing speed than they have previously shown, they will be allowed to take a test to

demonstrate such required rate of speed.

821 Between existing employees who have submitted transfer requests within the seven (7) day period, where two (2) or more qualified regular employees, have submitted a timely request for the same job, seniority shall prevail provided merit and ability are approximately equal. Seniority for job bidding purposes shall be defined as length of service within the bargaining unit as defined in Article 6, Paragraph 602, except for licensed and/or technical positions in which case seniority within classification shall prevail. Employees shall receive consideration for job vacancies in the following order:

1. Regular full-time and part-time employees within classification assigned to the department where the job vacancy exists.
2. Regular full-time and part-time employees outside of the classification assigned to the department where the job vacancy exists.
3. Regular full-time and part-time employees in all other departments, within the bargaining unit.
4. Irregularly scheduled part-time employees within classification assigned to the department in which the vacancy exists.
5. Irregularly scheduled part-time employees in all other departments within the bargaining unit.
6. On-call employees within classification in any department or entity shall submit transfers for vacancies and, if determined to meet position qualifications, shall be accepted into such vacancies, after regular full-time, part-time and irregularly scheduled part-time employees within the bargaining unit have received consideration. When two (2) or more on-call employees apply for the same vacancy, the on-call employee with the greater seniority based on total hours shall receive preferential consideration.

822 Notwithstanding the above, the criteria for selection of a Senior will include merit and ability. Merit may be determined based upon such factors as performance evaluations, recognition and awards, applicable training and education, special projects and

accomplishments, discipline and counseling in file, previous job experience and other leadership experiences. Ability may be determined based upon such factors as interpersonal skills, communication skills, other applicable skills, leadership ability, team skills and ability to teach and/or mentor. Where two or more employees are considered for a Senior position, and where the merit and ability of a less senior employee exceed that of a more senior employee, a Union Business Representative will be asked to participate in the selection of the Senior

823 In extenuating circumstances, the Employer agrees to give strong consideration to an employee's request for transfer even though disciplinary action is present in the employee's personnel file.

824 Section 5 - Transfer Evaluation Period

825 When a full-time, part-time or on-call employee transfers, said employee shall undergo a one-hundred and twenty (120) calendar day transfer evaluation in the new position. In extenuating circumstances, the parties agree to meet and confer, on a case by case basis, and set appropriate time limits for a transfer evaluation period. If, in the judgment of the Employer, the employee fails to qualify for the new position at any time during the transfer evaluation period, the employee will be returned to his/her former classification and position, or to a comparable position, without loss of seniority including the employee's former placement in the wage structure. Employees displaced by said return will return to their former or comparable position. An employee may elect to return to his or her former classification and position, or a comparable position, within fourteen (14) workdays from date of transfer or fourteen (14) workdays from the conclusion of a training/orientation period which will not normally exceed fourteen (14) workdays, without loss of seniority at the same placement in the wage structure.

826 In unusual circumstances involving extensive training, the parties agree to waive the above one hundred and twenty (120) calendar day Employer evaluation period and the fourteen (14) workday employee option to return to their former position. In such circumstances, the parties agree to meet and confer on a case by case basis and set appropriate time limits. Further, should an employee's training/orientation period exceed four (4) months, then for this language to apply, said employee must request return to his/her former position no later than on conclusion of one-half (½)

of said training/orientation period.

827 Section 6 - Internal Career Advancement

828 The Union and the Employer agree that offering and promoting educational and training opportunities can prove to be a benefit to both the employee and the Employer. There is also agreement that the availability of appropriate training which enhances career mobility and provides avenues for employee growth and development is desirable for both parties. The Employer shall make every reasonable effort to meet personnel needs by way of internal promotion and career development. In addition, the parties agree that the responsibility for achievement and maintenance of required licensure, certification or registration rests with the individual employee and that Employer offered training programs, workshops or seminars shall be subject to the Employer's operational needs and staffing requirements.

829 Section 7 - Promotions and Transfers out of the Bargaining Unit

830 An employee promoted from the bargaining unit to a supervisory position or an employee transferred to another bargaining unit or promoted out of the unit to a represented or non-represented position, shall not accrue seniority, but shall retain her/his seniority accredited to her/him at the time of such transfer. The above notwithstanding, the returning employee shall receive all benefits and wages (step placements) based on their total accrued service except for bidding rights which shall be limited to bargaining unit seniority.

831 Section 8 - Transfers from Other Kaiser Permanente Facilities

832 An employee transferring from another Kaiser Permanente facility not covered by this Agreement shall have their prior service recognized for purposes of vacation and Life Balance Day accrual, holiday pay, dental and health plan eligibility, pension plan benefits, sick leave, and tenure salary step, provided that the time between leaving the other facility and commencing employment under the Agreement does not exceed six (6) months.

833 Section 9 - Part-time Additional Hours

834 When additional regular part-time hours become available, the Employer may, subject to efficiency of operations, offer such hours

not to exceed eight (8) hours per day and forty (40) hours per week, based on the employee's seniority and ability to perform the work. These hours will be offered to part-time employees by bargaining unit seniority who are regularly assigned to the department and classification where the additional hours occur in the following order:

1. Part-time employees assigned to the same shift.
2. Part-time employees assigned to other shifts, provided said assignment does not result in overtime.
3. Irregularly scheduled part-time employees assigned to the same shift.
4. Irregularly scheduled part-time employees assigned to other shifts, provided said assignment does not result in overtime.

835 The Employer will give consideration to employees who request to work additional hours in another department or entity. Employees who desire to be considered for additional hours in another department or entity must provide written notification to that department's supervisor. Each department supervisor will maintain a list of employees, outside their department, who have provided such written notification. When employees, who have provided written notification, work additional hours outside their department, such hours will not count for computation of premium pay, except for hours worked in excess of eight (8) hours in one (1) day and hours worked in excess of forty (40) hours in one (1) week. However, if the Employer requests or assigns an employee to work additional hours outside their department, and the employee has not provided written notification requesting additional hours, all overtime and premium pay pursuant to this Agreement shall apply. Hours worked in another department shall not count for purposes of converting to Irregularly Scheduled Part-time status. However, once an employee achieves the status of Irregularly Scheduled Part-time, then hours worked in other departments will count toward the employee's maintenance of such status.

836 In the event no part-time employee volunteers for said additional hours, the Employer may assign said hours to the least senior part-time employee.

837 It is understood that hours worked at the request of the employee outside of their department will not apply to Article 6, Section 3, Paragraphs 608 and 609.

838 Within hospital nursing if there is a need to float an employee from one area to another area, the least senior qualified employee on that shift and in that area shall be floated.

839 Section 10 - Part-time and On-call Additional Temporary Hours

840 When additional temporary hours are available, in a department, they should be offered by Bargaining Unit seniority as defined in Article 6, Paragraph 602, by classification to part-time employees first, irregularly scheduled part-time second, then On-call employees. Any hours that are still available, after these categories are utilized within the department, may then be offered to employees outside the department in accordance with Article 8, Paragraph 834.

841 In the event neither class of employees accept the work offer, the Employer may, to ensure orderly operation of the facility, assign the work to either full-time, part-time or irregularly scheduled part-time employees on a rotational basis by reverse seniority within the department.

900 ARTICLE 9 - PROBATION

901 Section 1 - Probationary Period - New Hires  
(Full-time/Part-time Employees)

902 New hires entering the bargaining unit shall be regarded as probationary employees during the first one-hundred twenty (120) calendar days of their initial employment for full-time employees and during the first one-hundred twenty (120) calendar days of the initial employment for part-time and on-call employees. Upon completion of the original period, if the employee cannot be properly evaluated for purposes of retention, the Employer may extend the new hire probationary period up to an additional sixty (60) calendar days, and the employee and the Union will be notified of the extension and the reason for such extension. Upon

completion of the probationary period such new hires shall be entitled to seniority dating back to most recent date of hire with the Employer.

903 Section 2 - Discharge During Probation

904 Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the grievance procedure.

1000 ARTICLE 10 - BULLETIN BOARDS

1001 The Union shall deliver notices to be placed on the bulletin boards to the Employer's designated representative for posting and removal. The Employer shall keep the Union informed as to the identity of the Employer's representative. No posting shall be made unless advance concurrence of the Employer's representative has been obtained.

1100 ARTICLE 11 - DISCRIMINATION

1101 The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual preference, age, physical or mental disability or veteran status as provided by law.

1200 ARTICLE 12 - HOURS OF WORK AND OVERTIME

1201 Section 1 - Normal Workweek

1202 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. Forty (40) hours, consisting of five (5) consecutive eight (8) hour days shall constitute a normal workweek. A regular days work shall consist of

eight (8) hours within nine (9) consecutive hours with not more than one (1) hour unpaid lunch.

1. A workday is defined as the twenty-four (24) hour period from midnight to midnight.
2. A workweek shall consist of seven (7) day period beginning at Sunday, 12:01 a.m. or Monday, 12:01 a.m., or at the shift change hour nearest that time.
3. A payroll period shall consist of the two (2) consecutive workweeks preceding payday.
4. A shift shall be defined as a designated and scheduled period of work.

1203 A minimum of two (2) hours must be worked for the day to count as a day worked for the purposes of computing Seventh (7th) day consecutive day premium pay.

1204 Section 2 - Overtime

1205 All hours in excess of eight (8) hours in one (1) workday or in excess of forty (40) hours in one (1) scheduled workweek shall be paid for at the overtime rate of one and one-half (1 ½) times the straight time hourly rate.

1206 The Employer shall pay one and one-half (1 ½) times the straight time hourly rate for all hours worked over eight (8) and two (2) times the straight time hourly rate for all hours worked over twelve (12) in one (1) shift. When a shift commences within nine (9) hours of the end of a previous eight (8) hour shift, the Employer shall pay time and one-half (1 ½) for the first four (4) hours, and two (2) times the straight time hourly rate for all consecutive hours thereafter.

1207 The Employer shall pay two and one-half (2 ½) times the straight time hourly rate for all hours worked in excess of sixteen (16) hours in any one workday.

1208 In the event a regular employee, who is normally scheduled with every other weekend off, works a second consecutive weekend, such employee shall receive time and one-half (1 ½) their regular

rate of pay for all hours worked on the second consecutive weekend, and alternating consecutive weekends thereafter, except when such schedule results from the request of the employee. This provision shall not apply to an employee who works a regular weekend schedule and shall not apply to an employee who has a regular schedule which provides for either every Saturday or every Sunday off.

1209 Section 3 - Additional Hours

1210 The Employer shall schedule additional work in accordance with Article 8, Section 9. In the event the Employer is unable to fill the additional hours, or it is not feasible to comply with Article 8, Section 9, such hours will be considered overtime.

1211 Overtime and non-scheduled standby time will be rotated within the department and classification equitably and shall be offered by seniority, by department and classification. Employees returning from a leave of absence will be placed on the standby list in seniority order.

1212 An employee who desires to be considered for rotation of overtime should so notify the supervisor in writing.

1213 If no employee accepts the offer, the Employer shall assign the overtime or standby time on a rotational basis by reverse seniority.

1214 Section 4 - Duplication of Overtime

1215 Payment of overtime and premium rates shall not be duplicated for the same hours worked under any of the terms of this Agreement; and to the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium payments under the same or any other provisions. Where two or more overtime or premium rates apply to the same hours, the greater shall prevail.

1216 Section 5 - Seventh Day Worked

1217 All work performed on the seventh (7th) consecutive day of the workweek shall be paid at the rate of two (2) times the straight time

hourly rate, except when such schedule results from the written request of the employee.

1218 Section 6 - Scheduling

1219 The Employer will exercise its efforts in good faith, subject to the requirements of efficient operations, to the end that employees will be scheduled on a basis of a normal workweek of forty (40) hours within five (5) consecutive eight (8) hour days, followed by two (2) consecutive days of rest.

1220 The Employer will make every effort to work with employees in their department to develop and implement a work schedule which meets the needs of the department and the employees.

1221 In departments where the employees' desire to have every other weekend off scheduling, the Employer will make every effort to implement every other weekend off.

1222 Weekend shall mean Saturday and Sunday, except in the case of the night shift, which shall mean Friday and Saturday.

1223 In departments where every other weekend off scheduling is not in effect, the Employer will make every effort to schedule employees with two (2) consecutive days off except where employees have requested and been granted work schedules which preclude consecutive days off.

1224 The Employer will make a good faith effort to schedule employees with a minimum of a twenty-four (24) hour break between their last hour of work on their old shift and their first hour of work on their new shift, when permanently transferring from one shift to another shift or one facility to another facility.

1225 In all cases, except those cases of emergency, should it be necessary in the interest of efficient and economical operations to establish schedules departing from the normal workweek, the Employer and the Union, at the request of either, shall confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests with the Employer in order to avoid adversely affecting operations.

1. Work schedules at all facilities shall remain posted four (4) weeks in advance in a visible place of ready access to all departmental employees and will be maintained on a weekly basis.
2. Schedule changes will be posted by Thursday of the week preceding the schedule change, except for emergencies.
3. The Employer will attempt to notify an employee of any schedule changes a minimum of twenty-four (24) hours before such change is to occur. However, failure to contact the employee will not result in penalty to either party.

1226 When scheduling employees, the Employer will make every effort to assign hours by bargaining unit seniority in the following order:

1. Full-time employees scheduled a minimum of forty (40) hours.
2. Thirty-two (32) hour part-time employees scheduled a minimum of thirty-two (32) hours.
3. Twenty to thirty-two (20-32) hour part-time employees scheduled up to twenty (20) hours.
4. Twenty to thirty-two (20-32) hour part-time employees scheduled up to thirty-two (32) hours.
5. Irregularly Scheduled Part-time employees scheduled up to twenty (20) hours.
6. Thirty-two (32) hour part-time employees scheduled to a maximum of forty (40) hours.
7. Twenty to thirty-two (20-32) hour part-time employees scheduled to a maximum of forty (40) hours.
8. Irregularly Scheduled Part-time employees scheduled to a maximum of forty (40) hours.
9. On-call employees scheduled additional hours.

1227 Section 7 - Shift Assignments

1228 In the event the Employer changes employees' shift assignments, consideration will be given to the desires of the affected employees. If there is no mutual agreement, changes will be made in reverse order of seniority provided that merit and ability are adequate as to the Employer's staffing requirements.

1229 Section 8 - Rest Periods

1230 Each employee is allowed a rest period during each continuous four (4) hours of work as close as possible to the mid-point of the period. If continuous operation is required on the job concerned, a substitute will be provided by the supervisor for the rest period. In no case shall a rest period exceed fifteen (15) minutes in length. In the unusual circumstances where an employee is unable to take time off for a rest period, the employee may request and receive the time equivalent to such rest period at the next scheduled lunch period that day or later in the shift. Such rescheduling within the shift shall be at the Employer's option.

1231 An employee may voluntarily combine his/her meal and break period, meaning the rest periods of fifteen (15) minutes each may be combined with the lunch break of one half hour, in those departments where conditions permit and meet operational needs. Should the State of California revoke or fail to renew the exemption to allow the combination of meal/rest periods, employees will no longer be permitted to combine meals and rest periods.

1232 Section 9 - Notice of Intended Absence

1233 Employees who are required to be absent from work for any reason will provide their immediate supervisor or her/his designated representative with reasonable notice of such intended absence and the reasons therefore. Except for an emergency, such notice must be provided to said supervisor immediately following the employee's knowledge of the need for such absence, but no later than the Thursday of the week preceding the day(s) of absence.

1234 Section 10 - Voluntary Alternative Work Schedules

1235 In the event the parties agree that such schedules are feasible and desirable, they may be implemented in agreed upon departments.

1236 Section 11 - Flexible Schedules

1237 The parties agree that an employee(s) written request for flexible schedules will be jointly reviewed to determine the feasibility of implementation. However, the Employer maintains the sole right to discontinue such schedules where efficiency of operations or effective patient care is impeded and/or a negative economic condition evolves.

1238 Section 12 - Changing Clothing

1239 Employees will be given reasonable time to change clothing when required by the Employer.

1300 ARTICLE 13 - COMPENSATION

1301 Section 1 - Wage Schedules

1302 The Wage Schedules for the Service and Maintenance, Patient Care, Clerical and Technical classifications will be provided to the Union.

1303 Section 2 - Wage Rate Upon Promotion

1304 An employee who is promoted within the same job family will be placed on the wage structure as follows:

1. If a one (1) labor grade promotion, the employee will be placed on the same tenured step as attained in the labor grade from which promoted.
2. If a two (2) or more labor grade promotion, the employee will be placed on the wage rate which is equal to or next above the wage rate attainable by said employee for a one (1) labor grade promotion.

1305 If an employee is scheduled for a step increase within thirty (30) days of the promotion, and the step increase is greater than the rate received as a result of the promotion, the employee will be advanced one (1) step at the time of promotion.

1306 Section 3 - Wage Rate for Out of Class Work Assignment

1307 Each employee will have a regular job classification title and job classification. When an employee is required to perform work in a classification other than his/her regular classification, his/her hourly rate shall be determined as follows:

1. When an employee temporarily performs work in a job classification lower than his/her regular classification, he/she will continue to receive the regular hourly rate of pay which he/she is entitled in his/her regular job classification, at the time the work is performed in the lower classification.
2. Employees working in a higher classification on a temporary basis shall receive the hourly rate for the higher classification and be paid at the same step rate held in the employee's regular classification for all time spent in that higher classification.

1308 Section 4 - Wage Rate Upon Transfer

1309 An employee who has permanently transferred to a position in another Job Family with a higher maximum rate shall be paid the next highest wage rate (compared to his/her current wage rate) in the new grade level to which she/he has transferred.

1310 An employee who is transferred to a position in her/his same grade level shall receive the same rate as is applicable to that grade level. Credit for service in this equal grade level shall be allowed for the purpose of determining the date of her/his next adjustment.

1311 Section 5 - Red Circle Rates

1312 Red circle rates shall apply only to the individual involved and only for the duration of her/his occupancy of her/his present job, or of succeeding jobs to which she/he may be upgraded for which the standard hourly wage rate is less than the red circle rate. It shall

be the intent of the parties to eliminate red circle rates gradually through normal promotion and turnover and through the principles previously agreed to. Maintenance of a red circle rate shall not apply in cases where an employee moves or is transferred to a lower rated job classification. In this event, the wage rate of the lower class shall apply.

1313 In the event a significant reduction in the job content level within an existing position occurs, a red circle rate shall apply to the affected incumbent(s).

1314 Section 6 - Step Increases/Step Progression

1315 Each employee covered hereby shall receive the appropriate rate according to the schedule and conditions as set forth herein; however, nothing in this Agreement shall prevent the Employer from paying over and above the wage rates listed in this Agreement.

1316 For the wage structures listed below, the step rates specified for each grade shall be applied as follows:

- Service and Maintenance
- Patient Care
- Clerical
- Technical

1317 Employees will progress through the structures as follows:

Example (New Hire):

Step 1: Six (6) months.

Step 2: Following initial six (6) months, employee remains in Step 2 for six (6) additional months.

Step 3: On completion of Step 2, employee moves to this step and remains for one (1) year.

Step 4: On completion of Step 3, employee moves to this step and remains for one (1) year.

Step 5: On completion of Step 4, employee moves to this step and remains for one (1) year.

Step 6. On completion of Step 5, employee moves to this step.

Step 7. If employee is in a classification which has a seventh (7<sup>th</sup>) step as indicated in the Wage Schedule, and if employee is in Step 6 for a year, the employee moves to Step 7.

10 Year Longevity Differential Step.

15 Year Longevity Differential Step.

1318 Step progression for full-time employees is based on calendar months of service in their classification. For part-time employees, step progression is based on hours worked in their classification in accordance with the following table:

6 Month		Step after 1,000 hours
1	Year	Step after 2,000 hours
2	Year	Step after 4,000 hours
3	Year	Step after 6,000 hours
4	Year	Step after 8,000 hours
5	Year	Step after 10,000 hours*

\*For employees in classifications which have a 5 Year Step.

1319 Step increases shall be made and become effective on the first day of the pay period following the employee's eligibility date.

1320 Section 7 - Advanced Hiring Criteria

1321 Employees who are hired into selected classifications on the Patient Care, Clerical and Technical Wage Structure as reflected below will be eligible for advanced step placement. Further, the Employer maintains sole right to determine the appropriateness of any such future placements. This list is subject to change during the term of the contract.

Patient Care:	LVN Physical Therapy Assistant
Clerical Structure:	Medical Transcriptionist Health Information Coder II Tumor Registrar Cancer Registry Abstract Clerk
Technical Structure:	Radiologic Tech I Radiologic Tech II Diagnostic Sonographer, I and II Computer Tomography Tech Mammography Tech, I and II Nuclear Medicine Technologist Ophthalmic Technologist Respiratory Care Practitioner Peripheral Vascular Technologist Laboratory Technologist Orthopedic Technician Histo- Technologist Senior Histo-Technologist Echocardiogram Tech, I and II Orthopedic Tech II MRI Tech Surgical Tech SPD Tech EEG Tech Contact Lens Fitter Optical Dispenser

Years of Experience

Step Placement

Less than 1	Step 1
1 but less than 3	Step 2
3 but less than 5	Step 3
5 or more	Step 4

1322 On a case by case basis, and at least twice during the term of the contract, the Employer agrees to meet with representatives of the Union to review job classifications which may require wage increases over and above negotiated wage rates which have been designated as market sensitive. Wage data used by the Employer,

and Union if provided, in identifying such classifications shall be jointly reviewed by the parties prior to the Employer implementing any changes during the contract term. Disputes arising out of this process shall not be subject to the grievance and arbitration procedure.

1323 Section 8 - Wage Rates for Seniors

1324 An employee who is designated as senior (provides functional direction to assigned staff) will receive the senior hourly differential for compensated hours. The designation of senior positions will only occur when a supervisor identifies the need for such.

1325 Positions that are designated senior will provide functional direction to assigned staff to include but not be limited to the following:

1. Respond to questions of assigned employees.
2. Assign staff as directed.
3. Coordinate work flow and assign priorities.
4. Train and orient assigned staff.
5. May provide recommendations to supervisor regarding departmental procedures, equipment.

1326 Section 9 - Retroactivity of Wage Increases

1327 Any wage increase which occurs during a vacation of an eligible employee shall be provided to the employee retroactive to the date of eligibility.

1328 Section 10 - Shift Differential

1329 The appropriate per hour shift differential shall be paid for all hours worked on the evening shift which commences on or after 2:00 p.m. but before 10:00 p.m. The appropriate per hour shift differential shall be paid for all hours worked on the night shift which commences on or after 10:00 p.m. but before 6:00 a.m. Shift differential shall be considered as part of the basic wage

schedule for the purpose of calculating payment of overtime. Shift differential is paid for hours worked only.

- 1330 The per hour shift differential for employees working the evening (2nd) shift and the night (3rd) shift will be paid in accordance with the following schedule:

<u>Evening Shift</u>	<u>Night Shift</u>
\$1.00 per hour	\$1.50 per hour

- 1331 For all employees hired on or after July 1, 1984 and for employees who transfer on or after July 1, 1984 to a shift which begins on or after 4:00 a.m. but before 6:00 a.m., the night shift differential shall not apply.

- 1332 The appropriate shift differential shall be paid to employees whose overtime hours go into the evening or night shift provided they work a minimum of three (3) hours into the evening or night shift.

1333 Section 11 - Longevity Rate

- 1334 The following schedule indicates years of service and the per hour longevity rate provided to employees. Service years include prior employment with the San Diego Health Association.

<u>Years of Service</u>	<u>Longevity</u>
10 Years	\$0.35 per hour
15 Years	\$0.50 per hour

1335 Section 12 - Call Back Pay

- 1336 All employees called to work prior to or subsequent to their regular shift shall receive a minimum of two (2) hours pay at their regular rate subject to the applicable overtime and premium provisions. In addition, a regular full-time employee called to work on an unscheduled workday shall receive a minimum of two (2) hours pay at her/his regular rate subject to the applicable overtime and premium provisions. The provisions of this Section shall not apply to employees in a standby status.

1337 Call Back shall be defined as a call for an employee to perform work after leaving the premises but before he/she is next scheduled for work.

1338 Section 13 - Reporting Pay

1339 Employees who are requested to report for work or who are scheduled to work, and who are permitted to come to work without receiving prior notice that no work is available, shall perform any work to which they may be assigned. When the Employer is unable to utilize such employee and the reason for lack of work is within the control of the Employer, the employee shall be paid the equivalent of two (2) hours at the straight time hourly rate. The provisions of this Section shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the employees by telegram or telephone not to report for work at least two (2) hours before their scheduled time to work. It shall be the responsibility of the employees to notify the Employer, in writing, of their current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements and the payment of the above minimum guarantee.

1340 Section 14 - Standby Pay

1341 Employees on standby status shall be paid one-half (1/2) of their regular rate of pay up to a maximum of twelve dollars (\$12.00) for each hour on standby. Actual work time shall begin when the employee arrives at the hospital or medical office where he/she was called and shall end when the employee leaves the same facility, provided however, that the employee shall be guaranteed a minimum of two (2) hours each time he/she is called in. An employee shall receive time and one-half (1 ½) his/her regular rate of pay rather than the standby allowance for all hours actually worked or guaranteed during the standby period. Hours worked while on standby on a designated holiday will be paid at double time and one-half (2 ½). Standby hours worked or unworked shall not count toward computing seventh (7th) consecutive day pay.

1342 Section 15 - Bilingual Pay

1343 Employees who are routinely required (over 5% of the time) to interpret other languages, in compliance with regulatory requirements, shall receive bilingual pay for Qualified Bilingual Staff in the amount of sixty-five dollars (\$65.00) per month or \$.0.375 per hour.

1344 The Employer and the Union will jointly review and discuss the number of positions necessary to satisfy the normal interpretation qualification and the seniority of the individuals who will perform the function. Following implementation, openings will be filled through job postings.

1345 Section 16 - Payroll Errors

1346 A paycheck error shall be corrected within seventy-two (72) hours from the time the employee notifies the supervisor of the error.

1347 Section 17 - Make-up Time

1348 Any employee who is absent for authorized PTO/KTO in any workweek may request to work on his/her regularly scheduled day off within said workweek. Such request may be granted based upon availability of work and such employee will be paid his/her straight time hourly rate.

1349 Section 18 - Training Pay

1350 Any employee designated by the Department Administrator, Assistant Department Administrator, or Supervisor as a trainer/preceptor shall be compensated at five percent (5%) above their rate for all hours spent as a trainer/preceptor.

1351 Training/Preceptor Guidelines and Pay

1352 The following summarizes the intent between the parties concerning eligibility for training pay in accord with the following guidelines:

1353 A trainer/preceptor is someone who is designated by the Department Administrator, Assistant Department Administrator or

Supervisor to prepare for and present a training program. This does not include employees who may be assigned to orient or be observed by students or new employees. Training assignments must be a minimum of one (1) hour in duration and be prescheduled by Management in order for training pay to apply.

1354 Additionally, the following criteria must be met:

1. Must be designated in advance by a Department Administrator, Assistant Department Administrator or Supervisor.
2. Must perform the full scope of duties which must always include:
  - Teaching technical, professional or clerical skills, techniques and procedures to groups or individuals.
  - Training groups or individuals as an assignment.
  - Serving as a role model for professional standards within the department and/or organization.
3. Training differential will apply for hours worked as a trainer/preceptor only.

1400 ARTICLE 14 - WORK/LIFE BALANCE TIME OFF PROGRAM

1401 The Work/Life Balance Time Off Program is effective June 1, 2001. The Program consists of Life Balance Days, Vacation, Sick Leave and Designated Holidays.

1402 Effective June 1, 2001, eligible full-time employees shall commence accrual of Life Balance Days at the rate of 3.33 hours per month, up to a maximum of forty (40) hours at any given time. Eligible part-time employees accrue Life Balance Days at the above rate, prorated based on hours paid (up to a maximum of 80 hours in a pay period) in the previous two pay periods. Eligible full and part-time employees hired on or after June 1, 2001 will commence accrual of Life Balance Days from their date of hire.

- 1403 Life Balance Days may be used for any reason, and may be used in increments of less than eight (8) hours. In the event an employee elects to use a Life Balance Day(s) in conjunction with vacation, such Life Balance Day(s) may be granted only after the annual vacation selection process as described in Article 14 of this Agreement has been completed. Life Balance Days will, insofar as possible, be granted on the day(s) requested by the employee. Requests to take a Life Balance Day(s) must be made seventy-two (72) hours in advance of the day(s) requested, and such requests are subject to departmental approval processes as defined by the department. Preferences for Life Balance Days shall be recognized according to seniority. Life Balance Days shall be granted in emergencies. In the event an employee's requests to take Life Balance Days are continually denied, the parties shall meet upon the Union's request, to determine an appropriate resolution.
- 1404 Life Balance Days may be donated to another eligible employee.
- 1405 Life Balance Days that are accrued, and not used, are paid out upon termination, retirement or transfer to an ineligible status.
- 1406 Section 1 - Designated Holidays
- 1407 The following days shall be observed as designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1408 All designated holidays will be paid on the actual calendar day they fall, and all conditions and benefits applying to such a designated holiday will be in effect on that calendar day.
- 1409 In five (5) day, Monday through Friday departments, if the designated holiday falls on a Saturday and the department/location is normally closed on Saturday, the designated holiday will be observed on the preceding Friday for purposes of having the designated holiday off. Further, if the designated holiday falls on Sunday and the department/location is normally closed on Sunday, the following Monday will be the observed holiday for purposes of a holiday off. The observed holiday is not the actual calendar holiday and will not be subject to holiday worked premium should the employee work.

- 1410 In seven (7) day departments, designated holidays will be observed and paid either worked or unworked on the calendar day on which the holiday falls.
- 1411 Pay for part-time employees for unworked designated holidays shall be at the rate of ten percent (10%) of all straight time hours paid in previous pay period.
- 1412 Section 2 - Designated Holiday Premiums
- 1413 Regular employees working on designated holidays shall be paid at the overtime rate of one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay. Employees may request the option of being paid one and one-half (1½) times the appropriate regular rate of pay with a compensatory day off to be taken within a thirty (30) day period before or after a holiday at the straight time rate of pay. If the requested compensatory day off is not granted, the employee will be paid at the straight time rate of pay for the day. If a regular employee's day off falls on a designated holiday, she/he shall receive an additional day off within one (1) month with no deduction in pay or the holiday pay. An employee who is scheduled to work on a day on which a designated holiday falls may not be displaced by a more senior employee or an on-call employee. Employees shall not receive their shift differential for unworked paid designated holidays.
- 1414 No holiday allowance shall be paid to an employee who is scheduled to work on a designated holiday and fails to do so, except for personal illness, death in the family, or similar good cause.
- 1415 On-call and temporary employees working on a designated holiday shall be paid at the premium rate of one and one-half (1 ½) times their regular rate of pay for all hours worked.
- 1416 Section 3 - Exceptions
- 1417 The provisions of this Article shall not accrue to the benefit of an employee on leave of absence or layoff, except that an employee absent from work due to illness or injury shall be entitled to holiday benefits for a designated holiday occurring during a period of

illness in which she/he is entitled to Vacation, a Life Balance Day or Sick Leave.

1418 To be eligible for designated holiday benefits, an employee must also have worked both her/his last scheduled shift prior to and the next scheduled shift following such holiday, except that this requirement will not apply if the employee's absence is authorized by the Employer from said shifts due to bona fide illness. The Employer may require that such illness be certified.

1419 If an employee is absent on Vacation, a Life Balance Day or Sick Leave and a designated holiday occurs during such absence, if she/he is eligible for holiday pay, such pay shall be charged to the designated holiday and not against the employee's Vacation or Life Balance Days Account or Sick Leave Bank.

1420 Section 4 - Overtime

1421 Designated holidays paid for but not worked shall not count as time worked for the purposes of computing weekly overtime.

1422 When a payday falls on a designated holiday, employees shall be paid on the last workday immediately preceding the holiday.

1423 Section 5 - Work/Life Balance Time Off Eligibility Date

1424 The Work/Life Balance Time Off eligibility date determines the employee's accrual rate and is their date of hire, unless it is adjusted for unpaid leaves of absence or for the period of time the employee worked in an ineligible status.

1425 The Work/Life Balance Time Off eligibility date shall mean that period of continuous employment with the Employer, less any absence from employment which exceeds sixty (60) days. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. The Work/ Life Balance Time Off eligibility date shall not be adjusted during the period of a leave of absence due to industrial illness or injury.

1426 Section 6 - Vacation Account

1427 Effective June 1, 2001, eligible full-time employees shall accrue vacation hours on a monthly basis according to the following schedule:

<u>Length Of Service</u>	<u>Hours Per Month</u>	<u>Days Per Month</u>	<u>Days Per Year</u>
0 – 4 Years	6.66	0.83	10
5 – 8 Years	10.00	1.25	15
9 – 10 Years	13.33	1.66	20
11 +	16.66	2.08	25

1428 Part-time employees shall accrue vacation hours prorated based on hours paid (up to a maximum of eighty (80) hours) in the preceding two (2) pay periods.

1429 Section 7 - Use of Vacation

1430 Vacation should be used for purposes of leisure and recreation. Employees must provide prior notice in accordance with departmental policy in order to vacation. Vacation taken for family leave purposes will run concurrent with Family Leave.

1431 Section 8 - Vacation Pay

1432 Employees shall not receive their shift differential with vacation pay. Vacation pay shall be at the base hourly wage rate the employee is receiving on the date time off is taken.

1433 Vacation shall not be considered as time worked for the purposes of computing overtime.

1434 Part-time employees shall receive vacation pay for time taken off on a scheduled day based on their hours that day.

1435 Full-time employees taking one (1) week of vacation will be paid for forty (40) hours of vacation. Part-time employees will be paid vacation at an amount equal to the average hours paid per week, based on hours paid in the previous three (3) months.

1436 Section 9 - Requesting Cash Out With Scheduled Vacation Benefits

- 1437 Eligible employees may elect to cash out accrued vacation benefits during an annual election period, in accordance with the Employer's policy on in-service cash out of vacation benefits.
- 1438 Section 10 - Vacation Accumulation
- 1439 Employees may accumulate up to a maximum of five-hundred (500) Vacation hours in their account. Effective January 1, 2002, the maximum number of vacation hours an eligible employee may accumulate is equal to twice an employee's annual accrual.
- 1440 Section 11 - Vacation at Termination or Retirement
- 1441 An employee who terminates employment or retires will receive payment for all accrued and unused vacation at the base hourly wage rate the employee is receiving on that date.
- 1442 Section 12 - Designated Holiday During Vacation Period
- 1443 If a paid designated holiday occurs during an employee's vacation period, that day shall not be chargeable against accrued vacation. If an additional day's vacation is taken because of said holiday, it shall be taken so as to run concurrently with vacation.
- 1444 Section 13 - Minimum Vacation Period
- 1445 After posting of the approved vacation schedule, employees may request to take vacation in increments of less than five (5) working days. Such requests will not be unreasonably denied to part-time or full-time employees. In the event an employee's requests to take vacation are continually denied, the parties shall meet upon the Union's request to determine an appropriate solution.
- 1446 In addition, employees will be required to submit such requests at least four (4) weeks in advance; and the Supervisor shall respond within seven (7) working days. The final right to grant such requests is reserved by the Employer subject to the orderly operations of the facility. Where extenuating circumstances exist, the Employer may waive the four (4) weeks written notice requirement.
- 1447 Section 14 - Vacation Advance Pay

1448 Vacation pay shall be at the rate the employee is receiving on the date she/he takes her/his vacation. An employee may receive an advance vacation paycheck prior to going on scheduled vacation, provided she/he notifies the Employer in writing at least fourteen (14) days in advance of her/his scheduled vacation period.

1449 Section 15 - Vacation Scheduling

1450 Full-time and part-time employees will select and schedule Vacation in accordance with the following procedures:

1. Vacation will be selected and scheduled by facility and/or department, or unit, or shift, in accordance with seniority. Seniority, for Vacation selection and scheduling, will be defined as follows:
  - A. Bargaining Unit.
  - B. If two (2) or more individuals have the same bargaining unit seniority date, then the continuous service date will determine Vacation selection.
  - C. If two (2) or more individuals have the same bargaining unit seniority and continuous service dates, then the individuals will select Vacation in alphabetical order.
2. During the month of January, Vacation Planning Schedules, for the purpose of Vacation selection, will be prepared listing employees in descending order of seniority. The schedule will run for one (1) calendar year from April 1st to March 31st. In addition, the Vacation Planning Schedule will indicate the number of persons allowed to take Vacation concurrently. Sufficient time will be made available to allow employees to schedule their annual Vacation.
3. During the month of February, employees may select Vacation in seniority order as listed on the Vacation Planning Schedule. For employees choosing to split their Vacation period into three (3) or more increments, seniority will only apply on the first and second choice of Vacation increments in each year. Final right to allocate or change Vacation rests with the Employer in order to ensure the orderly operation of

the facility. The Schedule will be completed prior to March 1st to allow for staff planning.

4. Employees may schedule Vacation to a maximum of their annual anticipated accrual at the time of vacation scheduling.
5. Employees may elect not to select Vacation during the month of February and may make an unscheduled Vacation request at any time. However, unscheduled Vacation periods will be restricted to open dates not previously filled by scheduled Vacation periods or approved leaves of absence. In addition, employees will be required to submit an unscheduled Vacation request at least four (4) weeks in advance; and, such requests shall be granted on the basis of date of earliest submission. The Supervisor shall respond within seven (7) working days.
6. Employees may request Vacation schedule changes at any time. However, Vacation schedule changes will be restricted to open dates not previously filled by scheduled Vacation periods or approved leaves of absence. In addition, employees will be required to submit Vacation schedule changes at least four (4) weeks in advance; and, such changes shall be granted on the basis of date of earliest submission. The Supervisor shall respond within seven (7) working days.
7. Employees transferring from one department, unit or shift to another department, unit or shift will be required to select Vacation in accordance with the Vacation Planning Schedule in effect for the new department, unit or shift. Further, employees will be restricted to open dates not previously filled by scheduled Vacation periods or approved leaves of absence, exception may be granted in extenuating circumstances.
8. Employees wanting to cancel scheduled Vacation or approved leaves of absence must give notice in writing no later than four (4) weeks prior to start of Vacation or leave.
9. Approved Vacation schedules will be posted on or before April 1st. The Employer will schedule, when possible, the

employee's day off in such a way that they are attached to the employee's Vacation period.

- 1451 Insofar as practicable, Vacation shall be granted at the time desired by the employee. However, when efficient operation of the facility does not permit granting the Vacation request, the Employer retains the final right to schedule Vacation.
- 1452 Section 16 - Sick Leave Bank and Income/Extended Income Protection Plan
- 1453 Sick Leave shall be granted to an employee who becomes ill or injured. Sick Leave shall commence with the first (1<sup>st</sup>) day of any illness or injury. Certification may be required whenever it appears justified.
- 1454 Sick Leave hours will be earned on the basis of ten (10) hours per month for each calendar month of employment. Part-time employees shall accrue Sick Leave hours at the rate of ten (10) hours per month prorated based on hours paid (up to a maximum of eighty (80) hours) in the preceding two (2) pay periods. Sick Leave accrual is unlimited.
- 1455 An employee is entitled to Sick Leave with pay immediately for illness, hospitalization, injury and medical appointments.
- 1456 Sick Leave time off for which pay is received shall not be considered an interruption of continuous service.
- 1457 Part-time employees shall receive Sick Leave pay for time taken off on a scheduled day based on their hours that day.
- 1458 Sick Leave shall not be considered as time worked for computing overtime.
- 1459 Sick Leave pay shall not include regular shift differential for employees.
- 1460 Certification by a physician or other member of the Employer's staff duly authorized by the Employer may be required whenever it appears to be justified.

- 1461 Section 17 - Sick Leave Bank at Termination or Retirement
- 1462 Employees with a Sick Leave Bank of two hundred fifty (250) or more hours at the time of termination or retirement will have all unused hours in their Sick Leave Bank converted to Credited Service for Basic Pension Plan calculation purposes, provided they are vested in the Pension Plan.
- 1463 Section 18 - Disability Benefits - Income Protection and Extended Income Protection
- 1464 Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan.
- 1465 The benefit amount will be equal to either fifty (50%) percent of base wages, sixty (60%) percent if integrated with a statutory plan (i.e., State Disability Insurance (SDI), Workers' Compensation, etc.), or seventy (70%) percent if the employee is on an approved rehabilitation program. If the employee is part-time, the benefits will be prorated according to the employee's scheduled hours. The minimum integrated benefit (prorated for part-time employees) provided by the program during the first (1st) year of disability will not be less than one-thousand (\$1,000.00) dollars per month.
- 1466 Eligibility
- 1467 Eligibility for Income Protection or Extended Income Protection is based on length of service.
- 1468 Income Protection Benefit
- 1469 This benefit is provided to employees with less than two (2) years of service. Employees will receive a benefit commencing at the later of exhaustion of Sick Leave or according to SDI guidelines (i.e., the first (1st) day of hospitalization, eighth (8th) day of illness/injury), and will continue for up to one (1) year from the date of disability with continued medical certification.
- 1470 Extended Income Protection Benefit

- 1471 This benefit is provided to employees with two (2) or more years of service. Employees will receive a benefit commencing at the later of exhaustion of Sick Leave or three (3) months from the date of disability, and will continue for up to five (5) years from the date of disability with continued medical certification. Benefits due to psychological related disabilities and alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability. The Duration of Benefits Schedule will apply to employees age sixty (60) or over who become disabled while eligible for this program.
- 1472 Section 19 - Integration of Compensation Benefits and Sick Leave
- 1473 If an employee is eligible for basic State Disability Insurance (SDI), Employer-paid Sick Leave shall be reduced by the amount of the SDI benefit the employee is eligible to receive, so that combined SDI pay and Sick Leave pay totals normal straight time salary. The reduced amount of Sick Leave payment shall then be charged against the employee's accrued Sick Leave. If an employee is eligible for Workers' Compensation Insurance payments, the same method of integration with Employer-paid Sick Leave shall apply. Employees may elect to waive integrated Sick Leave benefits with Workers' Compensation Insurance payments, provided said election is made within seven (7) calendar days of the inception of the absence, and provided further that said election shall be irrevocable for the duration of said absence. Should the employee fail to elect nonintegration within said seven (7) calendar day period, the option of nonintegration will not be available. In the payment to employees on Sick Leave, disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.
- 1474 It is the employee's responsibility to promptly file claims for any compensation benefits for which he/she may be eligible and to report the amount of such benefits to the Area Personnel Office.
- 1475 Sick Leave may be used for medical, dental or optical appointments. In order to provide for continuity of operations, the employee is required to provide notice to their supervisor of non-emergency medical, dental or optical appointments immediately following the scheduling of said appointment but no later than seven (7) calendar days notice prior to the scheduled appointment.

It is understood that the practice of employees being permitted to seek and receive medical care for work related injury or sudden onset of illness or Employer required medical exams during working hours shall continue without loss in pay or use of Sick Leave. Employees will make every effort to schedule medical, dental and optical appointments at times when they are not scheduled to work.

- 1476 Coverages, limitations and exclusions of the foregoing Income and Extended Income Protection Plans are established and controlled by the Employer's agreements with the respective insurance carriers, plan documents, and summary plan descriptions.

1500 ARTICLE 15 - LEAVES OF ABSENCE

1501 Section 1 - Eligibility

- 1502 Leaves of absence without pay may be granted to full-time, part-time and on-call employees provided the reasons are compelling and there are no adverse scheduling problems. Each employee must have at least six (6) months of continuous service in order to be considered eligible for a Medical or Personal Leave of Absence without pay. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the Medical Leave of Absence.

- 1503 All leaves of absence shall be requested in writing on a form provided by the Employer; and, employees shall be provided a copy of such form with the determination stated thereon. Leaves of absence requested within the current posted schedule will be approved or denied not later than seven (7) work days after such request is provided with a written explanation of his/her rights and responsibilities. Two (2) weeks written notification must be given to the Employer prior to the employee returning to work from all leaves of absence. The employee shall return to their former position or an equivalent position at their current rate of pay.

1504 Section 2 - Medical Leaves

- 1505 Upon the exhaustion of Sick Leave, Medical Leaves of Absence without pay for non-occupational disabilities, including conditions

related to pregnancy shall be granted subject to the eligibility requirements, provided the employee furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

- 1506 Employees with less than three (3) years of service shall not be granted a Medical Leave of Absence in excess of ninety (90) days. Employees with three (3) or more years of service shall not be granted a Medical Leave of Absence in excess of three hundred sixty-five (365) days.
- 1507 If an employee takes a medical leave of absence, returns to work and returns to a medical leave of absence status within ninety (90) days, the leave is treated as one continuous leave subject to the maximum limit.
- 1508 If an employee takes a medical leave of absence, returns to work for a period of at least ninety (90) days, then returns to medical leave of absence status, the leave is treated as a new leave of absence subject to the maximum limit.
- 1509 Employees may request and the Employer may grant extensions to the maximum period of Medical Leave of Absence. Such extensions may be granted at the discretion of the Employer.
- 1510 Section 3 - Occupational Injury or Illness Leave
- 1511 Commencing on the first day of employment, for those absences covered by Workers' Compensation, employees will be eligible for an Occupational Injury or Illness Leave of Absence. Such leaves shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician.
- 1512 The Employer will place employees released to return to work from an Occupational Injury or Illness Leave, without medical restrictions, in their former position or equivalent at their current rate of pay as soon as reasonable, not to exceed seven (7) days; provided, the employee has given two (2) weeks notice of his/her return to work.

- 1513 The Employer will place employees released to return to work from an Occupational Injury or Illness Leave, with temporary medical restrictions, in their former position or equivalent, provided the employee can perform substantially all the job tasks per the medical restrictions or in an appropriate job opening on a preferential basis at their current rate of pay, provided reasonable accommodations can be made.
- 1514 The Employer will place employees released to return to work from an Occupational Injury or Illness Leave, with permanent medical restrictions, in their former position or equivalent, provided the employee is physically capable of performing substantially all the job tasks per the medical restrictions and limitations. If the employee is unable to perform their former job, that employee has the opportunity to bid on any vacancy that he/she is physically capable of and qualified to perform per their medical restrictions and limitations. Where there is no appropriate job, the Employer will provide all reasonable and necessary vocational/rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.
- 1515 Employees will be provided Occupational Injury and Illness Leave for up to a maximum of two (2) years. An employee who exhausts the two (2) year Occupational Injury or Illness Leave of Absence and has not returned to work shall be terminated. The Occupational Injury or Illness Leave will expire in less than two (2) years if the employee is no longer disabled and can perform his or her predisability job with or without reasonable accommodations; or if there is uncontroverted medical evidence that the employee is permanently disabled and cannot perform his or her predisability job with or without reasonable accommodation; or ninety (90) days after an Award by the Workers' Compensation Appeals Board indicating that the employee is permanently disabled and cannot perform his or her predisability job with or without reasonable accommodation.
- 1516 Employees on Industrial Leave of Absence who have completed applicable vocational/rehabilitation training may bid on open/posted positions, for which they are qualified, before applications are accepted from new employees. However, none of the above is intended to modify the terms of Paragraph 1513.

- 1517 Employees who do not enter a vocational/rehabilitation program, may qualify for acceptance into the Employer's current "Modified Duty Program." Such acceptance is based on available openings and the employees possessing any applicable minimum qualifications and a recommendation from the Employee Health Physician and Human Resources.
- 1518 Upon release by the attending physician from an Occupational Injury or Illness Leave, the Employer may request that the employee provide a return-to-work authorization containing the name of the physician, signature, clarification of disability sufficient to allow the Employer to make an appropriate determination of jobs the employee can perform, if any, and date release to return to work.
- 1519 Section 4 - Personal Leaves
- 1520 Personal Leaves of Absence, without pay, may be granted for justifiable reasons, subject to the eligibility requirements, for a period up to a maximum of thirty (30) days per paragraph 1502.
- 1521 The Employer agrees that in cases of a Personal Leave due to a death in the employee's immediate family or other justifiable personal reasons, the Union could, on behalf of the employee, request a meeting with Human Resources to discuss an extension to the maximum period of Personal Leaves. However, such extensions shall be granted at the discretion of the Employer and shall not exceed thirty (30) calendar days.
- 1522 Section 5 - Family Leave
- 1523 The Employer will comply with the provisions of the California Family Rights Act, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this Paragraph must be pursued under the procedures of those acts.
- 1524 Leaves for the situations which are covered by the Family Leave and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.

1525 Benefits While on Family Leave of Absence

1526 Premiums for continued Health Plan Coverage (including Mental Health benefit and prescription drugs), Dental Plan and Employer-paid Group Life Insurance Coverage will be paid by the Employer during an approved Family Leave of Absence. Coverage for optional contributory Group Life Insurance during the entire period of Family Leave, shall be paid for by the employee if continued coverage is desired. Employees on a Family Leave are eligible to accrue Vacation, Life Balance Days and Sick Leave for thirty (30) days.

1527 Section 6 - Military Leave

1528 All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of USERRA, as amended and other applicable statutes.

1529 Commencing on the first day of employment, each employee covered by this Agreement who is called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing to the Human Resources Department a certificate of evidence of his/her service, shall be granted leave for such duty. Following such leave the employee shall be returned to his/her former position and shift at his/her current rate of pay and shall not suffer a loss of seniority and shall continue to accrue seniority during such leave of absence. This provision shall not preclude the employee taking accrued Vacation in conjunction with this leave.

1530 Employees on extended military duty will have their Vacation, Life Balance Days, Sick Leave, and other benefits restored upon reinstatement in accordance with the above-named statutes.

1531 Section 7 - Education Leave

1532 Where a license or certificate issued by the State of California is required for employment, the Employer agrees to provide education leave with pay to those classifications.

1533 Full-time employees in eligible classifications (per paragraph 1532) are eligible for leave up to three (3) working days per year after

completion of one (1) year of service. Part-time employees in eligible classifications (per paragraph 1532) are eligible for leave on a prorated basis after completion of one (1) year of service. Unused education leave shall be cumulative from anniversary date to anniversary date up to a maximum of six (6) days for full-time employees and prorated equivalent for part-time employees. Education leave may be utilized on other than scheduled work days, and shall not count toward weekly overtime.

- 1534 Request for such leave as well as requests to attend other education programs in the community should be submitted to local management sufficiently in advance of the program to enable scheduling for the employee's absence. In the event such scheduling cannot be accommodated, the employee shall be advised in a timely manner. Consistent with the purpose set forth above, final approval for attendance must be obtained from local management.
- 1535 The Employer shall exercise reasonable efforts to schedule in-service education programs at times convenient for all shifts. (Employees shall not lose pay as a result of in-service training.)
- 1536 The parties agree that in those instances where CEU courses are not offered at a full-time employee's medical center and when said employees are continually denied the use of education leave (as defined in Paragraph 1533) due to their scheduled hours at work, then reimbursement for accredited home study courses that offer applicable CEUs can be achieved in the following manner:

A full-time employee may utilize up to two (2) days of his/her accrued education leave per year to pay for home study courses. Such courses must provide CEUs required to maintain a license or certificate issued by the State of California that is either necessary for an employee's current job and/or for CEUs required for relicensure or recertification of said State issued document.

Requests for such education leave pay must be submitted, in writing, to the employee's supervisor at least two (2) weeks in advance of taking such course(s) to ensure that it meets the criteria for payment.

The parties agree that home study courses will not require the scheduling of a qualifying employee off work.

Reimbursement will occur following an employee's evidencing that he/she has been credited with the subject CEUs. The formula for converting home study courses into hours paid is as follows:

One (1) hour pay for each CEU earned up to a maximum of sixteen (16) hours per year.

The parties also agree that hours paid for home study will not count as hours worked when computing overtime, consecutive day premiums, or time worked on a scheduled day off or alternating weekend off.

1537 Radiologic Technologists In-service

1538 The Employer will make every effort to establish a formal in-service program to provide each radiologic technologists with at least two opportunities per year to attend programs intended to improve and upgrade skills and improve their awareness of radiation safety and to provide information on new equipment and techniques.

1539 Section 8 - Personal Time Off

1540 Commencing on the first day of employment, where circumstances warrant, an employee may request and may receive Personal Time Off without pay for periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice; and, such employees will be released from duty as soon as possible. It shall not be a condition of the granting of Personal Time Off that the employee secure his/her own replacement.

1541 Section 9 - Benefits While on Leave of Absence

1542 Benefits While on Personal Leave of Absence

1543 Premiums for continued Health Plan Coverage (including Mental Health benefit and prescription drugs), Dental Plan Coverage and

Employer-paid Group Life Insurance Coverage during an authorized Personal Leave of Absence will be paid by the Employer for a period not to exceed thirty (30) calendar days providing three (3) calendar months elapse between incidents of application and the employee has six (6) months or more of continuous service. Coverage not paid by the Employer as specified above may be continued at the employee's expense. Employees on a Personal Leave are eligible to accrue Vacation, Sick Leave and Life Balance Days for thirty (30) days.

1544 Benefits While on Medical Leave of Absence

1545 Premiums for continued Health Plan Coverage (including Mental Health benefit and prescription drugs), Dental Plan Coverage and Employer-paid Group Life Insurance Coverage during an authorized Medical Leave of Absence and in the case of disabilities due to pregnancy, will be paid by the Employer for a period not to exceed six (6) calendar months providing three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial authorized Medical Leave expires, according to an employee's eligibility for Medical Leave as established in Paragraph 1506 of Section 2 of this Article. Coverage not paid by the Employer as specified above may be continued at the employee's expense. Employees on a Medical Leave are eligible to accrue Vacation, Sick Leave and Life Balance Days for thirty (30) days.

1546 Benefits While on Occupational Leave of Absence

1547 Premiums for continued Health Plan Coverage (including Mental Health Benefit and prescription drugs), Dental Plan Coverage and Employer-paid Group Life Insurance Coverage during an authorized Occupational Injury or Illness Leave of Absence will be paid by the Employer during the entire period of leave.

1548 Employees on an Occupational Injury or Illness Leave of Absence are eligible to accrue Vacation Sick Leave and Life Balance Days for thirty (30) days.

1549 Section 10 - Bereavement Leave

- 1550 Effective the first day of the month following eligibility, all full time and part time employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternative Compensation Program. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their immediate family member. Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more one way to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need to be taken on consecutive days.
- 1551 Immediate family member Bereavement Leave is defined as:
- Spouse or domestic partner who is registered with the state or has a KP affidavit of domestic partnership and the family members listed below of the employee or his/her spouse or domestic partner
  - parent, step parent, parent-in-law, step-parent-in-law, in loco parentis parent
  - daughter, step daughter, daughter-in-law, step-daughter-in-law
  - son, step son, 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
  - in loco parentis child, legal ward, legal guardian, foster child, adopted child
  - grandparent, step grandparent
  - grandchildren, step grandchildren
  - relative living in the same household as the employee
- 1552 Bereavement Leave shall not count as time worked for purposes of computing overtime.
- 1553 Upon the death of an employee's spouse or eligible domestic partner, parent or child, an additional seven (7) calendar days of unpaid leave will be granted upon request. At the employee's request, up to forty (40) hours of the additional seven (7) calendar days of unpaid leave may be converted to Vacation provided the employee has sufficient hours in their Vacation account.
- 1554 Consideration will be given on an individual basis to personal time off (PTO) requests for absence because of deaths of individuals

other than those specified in the contract under Bereavement Leave.

1600 ARTICLE 16 - JURY DUTY AND LEGAL PROCEEDINGS

1601 Commencing on the first day of employment, an employee called for jury service will be excused from work on days which she/he serves and shall receive for each such day of jury service, on days the otherwise would have worked. The employee must show proof of jury service.

1602 On any day of jury service in which an employee is excused entirely or in sufficient time to permit her/him to return to work for a minimum of one-half ( $\frac{1}{2}$ ) her/his regularly scheduled shift, she/he shall be required to do so.

1603 Subject to the efficiency of operations, the Employer will make every effort to schedule the employee off on Saturday and Sunday while on jury duty. Jury duty pay shall not be counted as time worked for purposes of computing overtime.

1604 Subject to the efficiency of operation, the Employer will make every effort to schedule the employee, who normally works an evening or night shift, a daytime shift while serving on jury duty.

1605 Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances or standby in legal proceedings arising out of the scope of or during the course of employment.

1700 ARTICLE 17 - MILEAGE ALLOWANCE

1701 Employees authorized to use their personal automobile for Employer business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy. The Employer will review the policy annually to determine whether an upward adjustment is warranted.

1702 If a business trip occurs during an employee's regular work day, mileage should be claimed only in excess of the distance normally traveled to and from the employee's regular work location. If an employee is temporarily assigned to another location, mileage should be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the employee's regular work location.

1800 ARTICLE 18 - LIFE INSURANCE, HEALTH PLAN, DENTAL PLAN AND PENSION PLAN COVERAGE

1801 Section 1 - Employee and Dependents Health Plan Coverage

1802 Employees who are regularly scheduled to work twenty (20) or more hours per week and eligible dependents and/or eligible domestic partners will be entitled to Employer-paid Kaiser Foundation Health Plan Coverage, which includes inpatient, outpatient, mental health benefits, a vision care program, benefits for durable medical equipment and prosthetic and orthotic devices, an alcoholism and drug dependency benefit, prescriptions and post surgical breast prosthesis for mastectomies. Coverage is effective the first day of the month following the date of hire. Effective October 1, 1996, there will be a five dollar (\$5.00) co-payment for each medical office visit and generally for each prescription. Co-payments apply to medical and/or therapeutic services provided in medical offices, emergency departments, or other outpatient facilities. The application of co-payments to medical services and prescription drugs is governed by the applicable service agreement.

1803 Eligible dependents will include spouse or eligible domestic partner, unmarried dependent children up to age twenty-five (25), including stepchildren up to age twenty-five (25). Physically or mentally handicapped children are also covered if the disability occurred prior to the dependent children turning age 25. The above limiting age of 25 is effective January 1, 2001. Annual certification of incapacity and dependency may be required by the Kaiser Foundation Health Plan.

- 1804 In the event an employee elects to work beyond age sixty-five (65), the employee and spouse or eligible domestic partner, if eligible, must enroll in Parts A and B of Medicare when first eligible. The cost of Part B for employee and spouse or eligible domestic partner will be paid by the employee.
- 1805 Health Plan Coverage terminates at the end of the month in which the employee terminates.
- 1806 Section 2 - Health Plan Coverage for Retirees
- 1807 Employer-paid Health Plan Coverage coordinated with Medicare shall be provided to an employee who elects a normal or postponed retirement. For employees hired after July 1, 1984, Employer-paid Health Plan Coverage coordinated with Medicare shall be provided for normal or postponed retirement provided the employee has fifteen (15) or more years of service. Effective January 1, 1990, employees who retire under the early retirement provision of the Kaiser Permanente Southern California Employees Pension Plan will receive Employer-paid Health Plan Coverage at age sixty-five (65). However, early retirees who have completed ten (10) years of continuous service immediately preceding January 1, 1990, and remain continuously employed, will be eligible for Employer-paid Health Plan Coverage at their early retirement date. For disability retirement, employees shall receive Employer-paid Health Plan Coverage at the time of retirement. If the disability retiree is eligible for Medicare, then the employee shall receive Health Plan Coverage coordinated with Medicare. Employees who retire and/or become eligible for Kaiser Foundation Health Plan Coverage on or after October 1, 1996, will have a five dollar (\$5.00) co-payment for each medical office visit and generally for each prescription. Co-payments apply to medical and/or therapeutic services provided in medical offices, emergency departments, or other outpatient facilities. The application of co-payments to medical services and prescription drugs is governed by the applicable service agreement.
- 1808 In the event of disability, early, normal, or postponed retirement, the employee's spouse or eligible domestic partner shall receive Employer-paid Health Plan Coverage or coverage coordinated with Medicare provided that the retiree meets the eligibility requirements as stated in Paragraph 1807. Upon the death of the

retiree during active employment, Health Plan Coverage shall continue for the spouse/eligible domestic partner until remarriage/recommitment or death of the spouse/eligible domestic partner.

- 1809 The Employer shall provide Health Plan Coverage for physically or mentally handicapped children for the lifetime of the retiree, provided the disability occurred prior to the dependent children turning age twenty-five (25). Annual certification of incapacity and dependency may be required by Health Plan.
- 1810 The Employer shall reimburse the cost of Medicare on a periodic basis for all employees who retire prior to July 1, 1989, provided the retiree and spouse or eligible domestic partner enroll in Part B of Medicare when first eligible.
- 1811 In the event there are any changes in the Social Security Medicare laws which affect the Employer's Medicare reimbursement, the Employer retains the right to contact the Union to commence negotiations relative to the retiree Health Plan benefit.
- 1812 The Employer will make available an alternative health plan to all eligible retirees and eligible dependents who reside outside of the Southern California Health Plan service area. For retirees who are eligible Employer-paid Retiree Health Plan and who moved to another Kaiser Permanente Region, the retiree will be required to participate in the out-of-region plan. The retiree, spouse or domestic partner, will be required to assign Medicare, when applicable. For retirees who are eligible for Employer-paid Retiree Health Plan and who move to an area not served by Kaiser Permanente, an out-of-area plan is available. The retiree also has the option of maintaining their Southern California Kaiser Permanente Retiree Health Plan. Retirees who reestablish residence within the service area will be returned to the prevailing Kaiser Foundation Health Plan Coverage within sixty (60) days of written notification of return to the Southern California Health Plan service area. Premiums for the alternative health plan will not Exceed the premiums for Kaiser Foundation Health Coverage Plan.
- 1813 Health Plan Coverage Coordinated With Medicare (On or After July 1, 1990)

- 1814 Effective July 1, 1990, the Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to all eligible retirees and/or spouses who become eligible for Medicare on or after July 1, 1990 at the time of Normal or Postponed retirement or when first eligible after Early or Disability retirement. Should the retiree and/or spouse elect non-enrollment or to disenroll in the current Medicare coordinated Health Plan Coverage program, the retiree must pay the difference between the Employer's cost for the Medicare coordinated program and the non-Medicare coordinated coverage premiums.
- 1815 Health Plan Coverage Coordinated With Medicare (Prior to July 1, 1990)
- 1816 The Employer will offer Kaiser Foundation Health Plan Coverage coordinated with Medicare to all retirees (and spouses) who become eligible for Medicare prior to July 1, 1990. Retirees who elect not to enroll in this current program will continue to receive Employer-paid Health Plan Coverage, with no change in benefits. Following enrollment in the current Medicare coordinated program, if said retiree residing in the Southern California service area elects to disenroll, the retiree will receive non-Medicare coordinated coverage and must pay the difference between the Employer's cost for the current Medicare coordinated program and non-Medicare coordinated coverage premiums.
- 1817 Section 3 - Health Plan Coverage for Parents
- 1818 Parents and parents-in-law of employees may purchase Kaiser Foundation Health Plan "H" Coverage subject to the restrictions of that plan.
- 1819 Section 4 - Dental Benefits - Delta Dental Group 821
- 1820 An employee who is regularly scheduled to work twenty (20) hours or more per week and eligible dependents will be provided with a dental plan.
- 1821 Eligible dependents include spouse or eligible domestic partner, unmarried dependent children up to age twenty-five (25). Physically or mentally handicapped children are also covered regardless of age, provided such handicap or mental incapacity

commenced prior to reaching age and the disability is annually certified by a Southern California Permanente Medical Group Physician.

- 1822 Coverage is effective on the first (1st) day of the calendar month following six (6) months of continuous employment of twenty (20) or more scheduled hours per week.
- 1823 Delta Dental coverage provides payment of seventy (70) percent of the usual, customary and reasonable (UCR) charges for basic services, and effective April 1, 1997, benefits for major services are reimbursed at fifty (50) percent of usual, customary and reasonable.
- 1824 The dental plan includes a diagnostic and preventative benefit which pays 100 percent of the usual, customary and reasonable dentist's fees for the following procedures:
1. Prophylaxis with or without fluoride treatment (twice every calendar year).
  2. Fluoride treatment (twice every calendar year).
  3. Examinations
  4. Full mouth x-rays (once every three (3) years).
  5. Bite-wing x-rays (twice every calendar year).
  6. Space maintainers (for patients up to the age of 12 (in the event of a lost tooth).
- 1825 An orthodontia benefit is available for dependent children under nineteen (19) years of age. The benefit provides for a payment of 50 percent of covered services to a maximum payment of \$1,000 per child per lifetime. This maximum is in addition to the maximum allowed for other services.
- 1826 Services must be provided by a participating Delta Dental dentist or orthodontist to receive full benefits. The Delta Dental Group Number is 821. The maximum benefit for non-orthodontia service per calendar year is \$1,000 per covered individual.

1827 Section 5 - Dual Choice Dental

- 1828 Eligible employees shall have the option to select the Delta Dental Program, the OPEIU, Local 30 Dental Trust Program, or an Employer-provided prepaid dental plan. An open enrollment will be held each February so that eligible employees may choose among the options. Employees hired after October 1, 1996, and who are eligible for dental coverage, are required to select an Employer-provided prepaid dental plan during their first (1st) three (3) years of continuous employment. Upon the open enrollment period following three (3) years of continuous service, they may select among Employer-provided prepaid dental plans, the Delta Dental Program, or the OPEIU, Local 30 Dental Trust Program.
- 1829 For coverage under the OPEIU Local 30 Dental Trust Program, eligible dependents include spouse or eligible domestic partner, unmarried dependent children up to age nineteen (19), or to age twenty-three (23) if they are full-time students in an accredited school or university. Physically or mentally handicapped children are also covered regardless of age, provided such handicap or mental incapacity commenced prior to reaching age nineteen (19) or age twenty-three (23) if enrolled as a full-time student in an accredited school or university, and the disability is annually certified by a Southern California Permanente Medical Group Physician
- 1830 The dental premium will be paid by the Employer to the Local 30 Dental Trust monthly to be effective for coverage in the following month. The Employer will not pay premiums to the Local 30 Dental Trust until the month preceding the month in which the employee is eligible for coverage.
- 1831 By May 1 of each year, the Employer shall advise OPEIU, Local 30 as to the new monthly contribution per eligible employee to be effective for the period July 1 to June 30. For each July 1 to June 30 year, the Employer's contribution to the Local 30 Dental Trust will equal the Employer's cost to provide the Delta Dental benefit. For purposes of determining the monthly average Delta Dental cost per employee, the Employer will total all Delta Dental paid claims and administrative costs for the Delta Dental Group for the previous calendar year (12 months) and will divide that dollar total

by the total number of previous calendar year eligible participants in the Delta Dental Program.

- 1832 If the Employer changes the method of paying Delta Dental administrative costs and claims costs, the Employer or the Union reserves the right to meet to establish a new method of payment from which the monthly average employee cost will be determined.
- 1833 The Local 30 Dental Trust will provide a toll free telephone number to the employees who elect to participate in the OPEIU, Dental Trust to use if any questions regarding claims, payments or to resolve complaints and such number will be communicated to all Kaiser Dental participants. The Local 30 Dental will provide a Summary Plan Description of the Dental Trust Program to Kaiser Permanente.
- 1834 Section 6 - Coverage During Hospitalization for Terminated Employees
- 1835 The Employer agrees that employees with six (6) months or more of service credit who were hospitalized due to serious injury or illness and who were terminated during that period of hospitalization would continue to have coverage provided during that specific period of hospitalization.
- 1836 Section 7 - Pension Plan
- 1837 All current employees previously employed by the San Diego Health Association will be given credit for past service for time worked with the San Diego Health Association for purposes of pension credit.
- 1838 Each employee is automatically covered under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) at date of hire.
- 1839 Normally monthly retirement shall be 1.4% of final average pay multiplied by years of credited service (with no integration with Social Security). Final average pay is the monthly average of wages over the highest sixty (60) consecutive months of compensation (does not include bonuses, allowances and differentials) in the last one-hundred twenty (120) months of

employment. Effective March 1, 2003, normal retirement income shall be computed at 1.45% of final average pay multiplied by all years of Credited Service.

- 1840 Each calendar year in which an employee has 1,000 or more compensated hours is a full year of service. For those years in which an employee has fewer than 1,000 compensated hours, prorated service will be given for all compensated hours. Service is used to determine vesting and an employee's eligibility for early, disability, normal postponed retirement or for Deferred Vested Pension benefit.
- 1841 Each calendar year in which an employee has 2,000 or more compensated hours is a full year of credited service. For years on or after January 1, 2003, a year of Credited Service is based on 1,800 hours. Credited Service is prorated for years in which an employee has fewer than 2,000 hours prior to January 1, 2003 or 1,800 hours after January 1, 2003. Credited Service is used to determine the amount of monthly benefits.
- 1842 Normal retirement is age sixty-five (65). Early retirement eligibility is established if an employee is at least fifty-five (55) years old and has at least fifteen (15) years of service. Monthly retirement benefits commencing prior to age sixty-five (65) are actuarially reduced to reflect a longer payment period. If an employee works beyond age sixty-five, he or she will be eligible for a postponed retirement. Effective July 1, 1987, employees who retire beyond age sixty-five (65) will have their earned pension benefits based upon compensation, service, credited service and the retirement formula in effect at time of retirement.
- 1843 Vesting in KPSCEPP is attained after five (5) years of service. If an employee terminates after five (5) years of service, but before eligibility for early retirement, he or she is eligible for a deferred vested pension.
- 1844 If an employee becomes disabled after attaining ten (10) years of service and is eligible for disability benefits under Title II of the Social Security Act, the employee is eligible for a disability retirement.

1845 Effective July 1, 1985, the monthly pension benefit will be increased by twenty-five dollars (\$25) per month for all retirees who have retired prior to July 1, 1985. Effective July 1, 1990, the monthly pension benefit will be increased by fifty dollars (\$50.00) per month for all retirees who retired prior to July 1, 1982. Effective July 1, 1994, the monthly pension benefit will be increased fifty dollars (\$50.00) per month for all retirees who retired prior to July 1, 1990.

1846 Section 8 - Preretirement Survivor Annuity

1847 Effective January 1, 1988, the Employer will provide a qualified, preretirement survivor annuity to active employees vested in the Kaiser Permanente Southern California Employees Pension Plan at no cost to the employee. This benefit provides an annuity to the spouse of an employee who dies prior to retirement. The spouse will receive a benefit calculated as if the employee retired the day before death and elected a joint survivor annuity with a fifty percent (50%) continuation to the survivor. The benefit is payable to the spouse at the earliest time the employee would have qualified to commence benefits.

1848 Effective January 1, 1999, pension plan survivor benefits will be payable to an eligible domestic partner. This benefit provides an annuity to the surviving eligible domestic partner of an active employee who dies and is vested in the pension plan. The surviving eligible domestic partner will receive a benefit calculated as if the employee retired the day before death and elected a Joint and Survivor Annuity with a fifty percent (50%) continuation to the survivor. The benefit is payable to the domestic partner no later than one year following the employee's death.

1849 Section 9 - Survivor Coverage

1850 In the event an employee who has fifteen (15) years of service, and who has met the eligibility requirements for Early, Normal or Postponed retirement dies while actively employed, Kaiser Foundation Health Plan Coverage will be provided to the spouse, when said deceased employee would have been eligible for Coverage, provided the spouse has not remarried, and will continue until remarriage or death. Coverage will continue for eligible dependent children until they reach limiting age. Upon the

death of the employee, a "Special Dependent Child" who is beyond limiting age will be given the option to convert to direct pay and COBRA continued coverage. The preceding fifteen (15) year service requirement shall apply to employees hired on or after July 1, 1984.

1851 Section 10 - Life Insurance

1852 An employee who is regularly scheduled to work thirty-two (32) or more hours per week will receive \$6,000 group life insurance, \$6,000 accidental death and dismemberment and \$6,000 Total and Permanent Disability Employer-paid Coverage. Coverage will be effective on the sixty-first (61st) day of employment.

1853 The Employer shall grant \$2,000 of life insurance to employees eligible for life insurance pursuant to Paragraph 1850 above and who retire under the early, normal or postponed Retirement Provisions of the Kaiser Permanente Southern California Employee's Pension Plan with fifteen (15) years of service.

1854 An employee regularly scheduled to work at least thirty-two (32) hours per week may choose to purchase one of the following additional life insurance programs at the Employer's rate:

<u>Program</u>	<u>Optional</u>	<u>Accidental Death and Dismemberment</u>
Program 1	\$10,000	\$10,000
Program 2	\$20,000	\$10,000
Program 3	\$30,000	\$10,000
Program 4	\$40,000	\$10,000

1855 The employee must elect to purchase the optional life insurance at time of hire. Coverage will be effective on the sixty-first (61st) day of continuous employment.

1856 The employee must be actively at work on the date the free and optional coverages become effective. If the employee is not at work on the sixty-first (61st) day, coverage is deferred until he or she returns to active employment.

1857 If an employee becomes totally and permanently disabled, the Employer-paid life and \$10,000 of the additional life insurance (if elected by the employee) will be paid out in monthly installments for up to five years, depending upon the employee's age at disability. If the employee has elected Program 1, Program 2 or Program 3, the remainder of his or her basic life coverage over \$10,000, not subject to the total and permanent disability provision, would remain in force until the employee attains age 65, returns to work or ceases to be disabled.

1858 Section 11 - Survivor Assistance Benefit

1859 Effective July 1, 1994, full-time and regularly scheduled part-time employees will be provided with a survivor assistance benefit equal to one (1) month's base wages (prorated for part-time employees). This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

1860 Section 12 - Limitations

1861 Coverages, limitations and exclusions of the foregoing Health Plan, Dental Plans, Life Insurance Plans, and Pension Plan are established and controlled by the Employer's agreements with the applicable insurance plans, health and dental plans, and the Pension Plan.

1862 Benefits for domestic partners will be administered in accordance with the Employer's policies and guidelines regarding domestic partners, as well as the Employer's agreements with the applicable insurance plans, health and dental plans, and Pension Plan.

1863 Section 13 - Tax Deferred Retirement Savings Plan

1864 The Employer established voluntary tax deferred retirement savings plans. Eligible employees may participate in the Kaiser Permanente 401 (K) Plan.

1865 The plans will be established by Kaiser Foundation Health Plan, Inc., and the future of the plans and their provisions will be determined by Kaiser Foundation Health Plan, Inc.

1866 Section 14 - Coordination of Benefits

- 1867 Effective January 1, 1988, a Coordination of Benefits (COB) provision will be added under the Kaiser Foundation Coverage.
- 1900 ARTICLE 19 - ALTERNATE COMPENSATION PROGRAM
- 1901 Section 1 - Participation
- 1902 Participation is open to full-time and part-time employees who are eligible for the Employer-paid health plan and other benefits under the labor agreement. Enrollment will be for a minimum of one (1) calendar year beginning with the first (1<sup>st</sup>) pay period of the year. Employees choosing to participate in the ACP will be required to enroll during the annual open enrollment period.
- 1903 Section 2 - Benefits and Compensation Rate
- 1904 In lieu of benefits and premiums/differentials, except as described below, employees choosing to participate in the ACP will be compensated at a rate of pay that is twenty percent (20%) above the base wage rate they would receive based on service and tenure. Participants receive no paid time off benefits.
- 1905 Section 3 - Health Plan/Dental Plan/Life Insurance
- 1906 Employees participating in the ACP will not be covered by Employer-paid health, dental or life insurance programs. Conversion privileges may be offered based on the specific provisions of the plan.
- 1907 Section 4 - Work/Flexible Personal Days / Balance Time Off Program
- 1908 Employees participating in the ACP will receive a payoff for all accrued Vacation and Life Balance Days upon entering the Program. Such pay will be at the straight time hourly rate in effect on the day prior to entering the ACP. No additional Vacation and Life Balance Days will accrue while in the ACP. Employees may take two (2) weeks of unpaid leave per calendar year. Additional unpaid leave weeks may be granted at the sole discretion of the

Employer. Employees in the ACP may exercise seniority on the Vacation schedule to obtain their two (2) weeks of unpaid leave.

1909 Section 5 - Sick Leave Account

1910 Employees participating in the ACP will have their current accrued Sick Leave account frozen upon entering the Program. Sick Leave already accrued at the time of transfer to the ACP will be available when the employee returns to the regular compensation program. No additional Sick Leave will accrue while in the ACP.

1911 Section 6 - Premium Rates

1912 In the event an employee works overtime or is on standby, the applicable regular/overtime/premium rate will be paid at the employees' regular base wage rate, minus the twenty-percent (20%) ACP differential.

1913 Section 7 - Designated Holidays

1914 Employees participating in the ACP do not receive pay for time not worked. In the event an employee works on a designated holiday, their pay will be at one and one-half (1 ½) their base wage rate, minus the twenty percent (20%) ACP differential.

1915 Section 8 - Pension

1916 Hours worked while participating in the ACP will count for accrued service to determine benefit eligibility. Hours worked while participating in the ACP will also count for credited service which is used to determine the benefit amount. In calculating final average pay, monthly compensation will be determined on the regular base wage rate, minus the twenty percent (20%) ACP differential.

1917 Employees enrolled in the Alternative Compensation Program at the time of retirement will be eligible for post-retirement benefits such as the Health plan provided they satisfy the service eligibility requirements.

1918 Section 9 - Leaves of Absence

1919 Employees participating in the ACP are eligible for unpaid leaves of absence as specified in the Collective Bargaining Agreement.

1920 Section 10 - Tax Deferred Savings Plan

1921 Employees participating in the ACP will remain eligible to participate in the Kaiser Permanente 401(k) Plan.

2000 ARTICLE 20 - PHYSICAL EXAMINATIONS

2001 Section 1 - New Hire Physicals

2002 Prior to employment, or within thirty (30) days thereof, each candidate or employee shall be given and is required to successfully pass a physical examination as a condition of employment.

2003 Applicants for employment shall have the right for their personal physician to be notified, if requested, of the reason for rejection of employment based on the physical examination.

2004 Section 2 - Mandatory Physical Examination

2005 Employees required to submit to mandatory physical examinations or health screenings as a condition of employment shall be notified by the Employer in most instances two (2) weeks in advance of such requirement. It is the employee's responsibility to complete this requirement timely. Failure to comply could result in discipline.

2006 Such physicals, if completed during an employee's normal scheduled work hours, will not result in loss of pay. Employees, upon request to the physician, shall be advised as to the result of the physical.

2100 ARTICLE 21 - DISCIPLINE AND DISCHARGE

2101 Section 1 - Discharge for Cause

- 2102 The Employer shall have the right to discharge any employee for good cause.
- 2103 Employees who are discharged for failure to perform work as required shall first have had adequate prior warning in writing of related or similar failure to perform work as required, with a copy sent to the Union. The employee so notified shall be required to sign such notice as acknowledgment of notice, but such signing shall in no way constitute agreement with the contents of such notice. Notwithstanding the above, for employees engaging in gross misconduct or gross negligence, the principle of just cause shall control the determination of appropriate discipline, and said principle will determine whether or not prior warning notices are required under the circumstances.
- 2104 Any employee who is discharged shall be informed at the time of discharge of the immediate cause of discharge. The cause shall be confirmed in writing promptly upon request of the discharged employee.
- 2105 Section 2 - Termination Pay
- 2106 Any employee whose employment is terminated by the Employer after one (1) year's service, except employees discharged for misconduct, shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of such notice.
- 2107 Employees having one (1) or more years of service credit who are separated from the service of the Employer shall be paid for unused Vacation and Life Balance Days accrued on a pro rata basis at the time of separation.
- 2108 Employees after six (6) months of service credit who are separated from the service of the Employer shall be paid for Vacation and Personal Flexible / Life Balance Days accrued on a pro rata basis. At the time of separation, employees shall receive no pay for accrued sick leave.
- 2109 Section 3 - Disciplinary Sessions
- 2110 An employee shall be permitted to request the presence of a steward in a fact finding or disciplinary session with supervision in

which the discipline effected is an initial warning or more severe. Adequate notice of the meeting shall be given to enable the employee to arrange for the steward's presence. The Employer shall make every effort to release stewards from work to attend such meetings.

2111 Section 4 - Disciplinary Action

2112 The Employer agrees to provide to the Union copies of disciplinary action.

2113 The Employer agrees to remove from each employee's departmental file disciplinary notices for which there has been no recurrence of a similar nature for twelve (12) months. Notwithstanding the above, an employee who has disciplinary action in file and is absent for a period of thirty (30) days or more, shall, upon his/her return to work, have the disciplinary action extended in file until it has been in file a total of twelve (12) months.

2200 ARTICLE 22 - NO STRIKES - NO LOCKOUTS

2201 The Employer and the Union realize that a medical facility is different in its operation from industries because of the vital services it renders to the community and for humanitarian reasons, agree that there will be no lockouts on the part of the Employer, nor suspensions of work on the part of the employees. It being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts, or work stoppages and that all disputes will be settled by the procedure provided in this Agreement.

2300 ARTICLE 23 - ACCESS AND VISITATION OF  
UNION REPRESENTATIVES

2301 Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided however, that the Union representatives first notify the

Human Resources Department of their presence, and further, that a minimum of interference with the work of employees shall result and such right of entry shall, at all times, be subject to general hospital and medical office rules applicable to non-employees.

2400 ARTICLE 24 - STEWARDS AND GRIEVANCE COMMITTEE

- 2401 The Employer recognizes the right of the Union to designate chief stewards and stewards. The Employer will agree to such reasonable arrangements as will be necessary for the stewards to properly and expeditiously carry out their duties. Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of stewards. The Union will provide a list of all shop stewards to the Employer on a quarterly basis.
- 2402 The chief stewards and/or stewards before leaving their work to perform any of their Union duties and falling within the provisions of this Agreement, shall obtain permission from their immediate supervisor for absences from their normal work area and sign out in a register provided. Upon their arrival in the area to which their Union duties take them, they shall also notify the supervisor in the area being visited of their presence. Upon return back to their own work area, they shall report back to their immediate supervisor and sign in. Such visits are subject to all applicable clinical regulations and will be planned to provide a minimum of interference with employee's work.
- 2403 At the request of a steward or Union representative, the facility administration shall make every reasonable effort to promptly provide a meeting room for the conduct of approved Union business.
- 2404 Conferences held between the Employer and the Union shall be at the time mutually agreeable to both and causing the least interference with the rendering of medical and supporting services to Employer's membership.

2500 ARTICLE 25 - GRIEVANCE PROCEDURE

2501 Section 1 - General Principles

2502 The following procedure shall be applied and relied upon by both parties as the sole and exclusive means of seeking adjustment of and settling grievances.

2503 Both parties agree that, prior to filing any grievance, except for grievances protesting discipline, it is desirable to hold an informal discussion with the immediate Supervisor in an attempt to resolve the dispute.

2504 Except for grievances alleging discrepancies in wages or benefits, each grievance arising under this Agreement shall be presented in writing on a grievance form to the appropriate party within fifteen (15) workdays after the grievant had knowledge of the event or should have had knowledge of the event. All discharge or layoff grievances shall be referred immediately to Step Two of this procedure within fifteen (15) workdays from the date of the discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

2505 Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended. In the event the Employer fails to respond to the grievance within the time limits specified, the Union shall have the right to appeal the grievance immediately to the next step of the grievance procedure.

2506 Both parties agree that the grievant shall be allowed to participate in any and all steps of the Grievance and Arbitration Procedure. The parties agree to exercise their best efforts to arrange grievance meetings which accommodate the schedules of all participants.

2507 For the purposes of this Article, workday shall be defined as normal business hours, Monday through Friday, excluding designated holidays.

2508 Section 2 - Step One

2509 All grievances, except those involving discharge or layoff, shall be initiated at Step One. An employee shall initiate his or her grievance by filing same through the Union. The Union shall present the written grievance to the Department Administrator for the department/entity involved, and such written grievance shall contain the reasons for the grievance and indicate the portion of the Collective Bargaining Agreement which has been violated. The Department Administrator or her/his designee shall give her/his written answer to the Union Steward and Union Business Representative within ten (10) working days after the grievance hearing. The parties at this step may, through mutual agreement, waive this step of the grievance procedure in which case it will be appealed, in writing, by the Union to the next step of the grievance procedure should the Union wish to pursue the matter.

2510 Section 3 - Step Two

2511 In order for a grievance to be considered further, the Union through its designated representative shall appeal the grievance with the appropriate Human Resources Consultant, within ten (10) workdays after receipt of the Step One response. The Human Resources Consultant shall give her/his written answer to the Union Business Representative within fifteen (15) workdays after the Step Two hearing is completed. The parties at this step may, through mutual written agreement, waive this step of the grievance procedure in which case it will be appealed, in writing, by the Union to the next step of the grievance procedure should the Union wish to pursue the matter.

2512 Section 4 - Step Three

2513 In order for a grievance to be considered further, an appeal shall be filed in writing by certified mail with the Senior Labor Relations Representative within ten (10) workdays. Within fifteen (15) workdays of the certified receipt of such appeal, communication shall occur, between the parties, to schedule said meeting with the Senior Labor Relations Representative and the Union. Within twenty (20) workdays after such meeting, the Senior Labor Relations Representative shall respond to the Union in writing by certified mail.

2514 Section 5 - Step Four - Arbitration

- 2515 In the event the grievance remains unresolved, the grieving party, through the Union Business Representative, may appeal the grievance to arbitration. Written notice of such appeal must be sent by certified mail to the Manager of Labor Relations/or designee within fifteen (15) workdays after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance Procedure.
- 2516 An impartial Arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.
- 2517 The Arbitrator shall be prohibited from adding to, modifying or subtracting from the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the Arbitrator to change any existing wage rate or establish a new wage rate. However, grievances involving reclassification are within the scope of the Arbitrator; the decision of the Arbitrator, however, is limited to change in the classification of a position with accompanying wage schedule.
- 2518 The award of the Arbitrator shall be final and binding on both parties. Each party shall pay one half ( $\frac{1}{2}$ ) the cost of the arbitration proceedings and each party shall be responsible for the cost of its own representatives and witnesses. There shall be no interruptions of work by the Employer or employee(s) pending an Arbitrator's award.
- 2519 Section 6 - Mediation Procedure
- 2520 The parties agree to the utilization, for selected grievances, of the following mediation procedure. Such process should occur following the Employer's Step Three response and prior to Union submission to arbitration.
1. A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.

2. The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one-day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The parties may select more than one mediator to serve in future sessions, and if such is done, the mediators will rotate one-day assignments, unless removed.
3. The expense and fees of the mediator shall be shared equally by the parties.
4. Attendance at mediation sessions shall be limited to the following:
  - UNION: Business Agent  
Grievant
  - EMPLOYER: Labor Relations Representative  
Human Resources Representative
  - OBSERVERS: Either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
5. Neither attorneys nor court reporters nor any other type of note takers shall be allowed to be present at the proceedings.
6. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited 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.
7. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

8. The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one party.
9. If 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 would 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 orally together with a statement of reasons for such.
10. The mediator's verbal opinion shall be given strong consideration, and should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall not have the authority to compel the resolution of the grievance.
11. If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the parties are free to arbitrate.
12. If the grievance is arbitrated, the mediator shall not serve as the arbitrator, and nothing said nor done during the mediation process, either by the parties or the mediator, shall be used during arbitration.
13. The grievant will be permitted time off work subject to staffing availability to attend mediation proceedings and without loss of pay.

2521 Section 7 - Expedited Arbitration Procedure

2522 This procedure will apply to all grievances appealed to arbitration concerning discipline which when appealed, in writing, by the Union indicates a desire to expedite said case.

2523 When a discharge case is submitted to expedited arbitration, the parties shall confer within ten (10) calendar days to determine whether multiple days of arbitration are necessary. If either party

determines the need for multiple days, the parties shall notify the selected arbitrator in order to calendar any other hearing dates that the parties project.

- 2524 A case appealed to arbitration will be submitted to the arbitrator within one-hundred twenty (120) calendar days of the date of request.
- 2525 The parties will select a panel of ten (10) arbitrators. These arbitrators will be contacted and must agree to the process involved herein. The arbitrator for each case will be selected by the parties agreeing upon a date for the arbitration, and agreeing to use the first arbitrator who has that date available.
- 2526 This initial panel will be utilized until July of each year. At that time, the parties will select a new panel, which can include arbitrators from the initial list. If no new panel is selected by that time, the old panel continues, except that either party may strike arbitrators from the old panel.
- 2527 In expedited cases, a transcript will be taken and provided to the arbitrator and the arbitrator must render a decision within thirty (30) calendar days of receipt of transcript or post hearing briefs, whichever is the later.
- 2528 In non-discharge cases, briefs will generally not be written, however, an exception to this will occur if the arbitrator rules that briefs will be filed, after a motion for such ruling by either party, or upon the arbitrator's motion. In a discharge case, briefs will be filed unless both parties mutually agree otherwise.
- 2529 When briefs are filed by the parties, they will be submitted to the arbitrator within thirty (30) days of receipt of the transcript.
- 2530 The parties may also, by mutual agreement, agree to write briefs.
- 2531 If briefs are filed, and a transcript has been taken, the arbitrator will be provided with a transcript.
- 2532 If briefs are filed, the arbitrator must render a decision within thirty (30) calendar days of receipt of briefs.

2533 Other than as specifically modified herein, the grievance procedure, including the authority of the arbitrator, remains as provided in the Agreement.

2534 Whether or not the parties mutually agree, either party may have a transcript taken.

2535 Section 8 - Time Limits

2536 By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended once. If the Employer's authorized representative fails to answer a grievance within the time limits specified in any step of the grievance procedure, the Union shall have the right to appeal the grievance immediately to the next step of the grievance procedure.

2537 Section 9

2538 The grievance procedure provided herein shall be used only for the purpose of interpreting and applying, or determining compliance with provisions of this Agreement and shall not be used to add to, detract from, nor alter in any way the provisions of this Agreement.

2539 Section 10

2540 In the event a grievance is not processed through any of the Steps set forth in this Article within the time limits provided, the grievance shall be considered to have been waived.

2541 Section 11 - Grievance Settlements

2542 The Employer agrees to provide separate checks for wage adjustments relating to grievance settlements, where appropriate.

2600 ARTICLE 26 - SPECIAL COMMITTEE

2601 In an effort to resolve issues regarding work load, the handling of new classifications which might be established during the life of the new contract, and changes in existing classifications which might

warrant reclassification and wage adjustment, the Employer and the Union hereby agree as follows:

1. For the San Diego Service Area there shall be established a special committee comprised of a minimum of three (3) members from the Employer (at least one of whom shall be a representative from the local Human Resource Department) and three (3) members of the Union (at least one of whom shall be a Local Union Business Representative).
2. The committee shall begin to investigate the special issues raised by either party in that area.
3. The committee shall investigate all alleged issues concerning work load and new or revised classification issues, which have not been resolved on a departmental or unit level, or which both parties feel merits consideration by the special committee. Where genuine issues appear to exist, the committee shall attempt to resolve such issues on a continuing basis by meetings and discussions; where agreement cannot be reached, the issues shall be resolved through referral to the Grievance Procedure (Article 24) at the Step 3 level. Changes made shall be implemented immediately as soon as agreement is reached on said changes.
4. The special committee shall meet as frequently as required to investigate and dispose of all issue, but not less than quarterly.
5. This Agreement in no way is intended to add to, delete from, or modify any provisions of the contract. Matters shall not be concurrently dealt with in both the special committee and the dispute procedure; however, if matters brought to the special committee have not been satisfactorily resolved by thirty (30) calendar days after submission, either party shall be free to implement the Grievance Procedure at Step 3 as provided in number 3 above.

2700 ARTICLE 27 - CLASSIFICATION REVIEW

2701 Section 1 - Procedure

2702 It is agreed that the classifications listed constitute an elimination of all wage rate inequalities between and among the jobs and positions covered by this Agreement, and that the classification for each job or position shall continue in effect until or unless the job or position content undergoes a significant change. A significant change shall be construed as one which changes the classification at least one whole grade.

2703 It is also agreed that, in the future, when new jobs are created, or when the content of an existing job is affected to the extent described above, the Employer will describe and classify any such new or changed jobs. All such new or changed jobs shall be assigned to the proper position grade listed in the wage structure. When necessary, the Employer will establish an interim rate for a new job until such time as the job can be accurately described and classified, at which time the appropriate rate shall be instituted retroactive to the date the new job was established.

2704 The Employer will notify the Union of any new or changed jobs by submitting a job description and appropriate wage rate. If the Union determines that the wage rate assigned is inappropriate, the Union may, within fifteen (15) calendar days, appeal the matter to Step 3 of the Grievance Procedure. When the rate has been fixed by mutual agreement as described above, the rate shall be considered permanent and equitable.

2705 Section 2 - Reclassification Review Procedure

2706 It is agreed that the request for review and classification of positions shall be originated by the employee affected. Such requests shall be referred, in writing, to the employee's supervisor and Human Resources on a form provided by the Union or the Employer. A meeting will take place between the Manager, Union, Human Resources, and employee(s), within (15) workdays of the Union's request to meet. The Employer will respond to the employee within ninety (90) days from the date of the meeting. These time limits may be extended only by consent and approval of the Union and the Employer. If the parties cannot reach agreement concerning their review of the position, the matter may, within ten (10) work days, be appealed to Step Three of the Grievance and Arbitration Procedure.

2707 No employee or groups of employees, in the same classification in a department at a facility shall have the basis for submitting a reclassification under this provision more than once in a twelve (12) month period, unless the classification has undergone a significant change in job content; however, the parties may mutually agree to waive the twelve (12) month limitation and meet as necessary.

2708 Employees reclassified upward shall have full recognition of total length of service in establishing the new wage rate position and become effective the date the reclassification request is reviewed at the meeting with the Manager, Union, Human Resources and Employee provided a completed Position Content Questionnaire is submitted by the Union.

2800 ARTICLE 28 - SAFETY

2801 Section 1

2802 The Employer shall, at all times, provide safe materials, equipment and working conditions for all employees. The Employer agrees to provide all employees with a safe work place and further agrees to comply with the Federal and California Occupational and Safety Health Acts.

2803 Any unsafe condition at an employee's work place and known to be unsafe by an employee, shall be reported to the Safety Director or to the Safety Committee in the absence of the employee's supervisor. Employees shall not be discriminated against or disciplined as a result of reporting unsafe conditions; provided, the employee did not intentionally or negligently contribute to the unsafe condition.

2804 The Union shall appoint two (2) bargaining unit employees to the Employer's Safety Committee.

2805 Section 2 - Radiologic Safety

2806 Radiation detection film badges will be monitored on a monthly basis for all individuals who wear them. Results of readings will be made available to these individuals.

2807 Pregnant radiologic technologists and nuclear medicine technologists, at their request or the request of the Employer, shall be assigned to work in areas where radiation exposure is minimized and shall not be required to work with portable equipment or fluoroscopy equipment. Such change in assignment shall be made at no reduction in pay.

2808 Section 3 - Parking Lot Security

2809 It is the intent of the Employer to provide safe and secure employee parking areas at all facilities.

2810 Section 5 - Hazardous Condition

2811 Should a medically hazardous condition exist in any department such as SPD, OR, etc., which poses a risk to an employee who is pregnant, the Employer will make every effort to assist the employee to obtain other comparable temporary positions. Further, any such placement does not ensure continuance of a former shift or department.

2900 ARTICLE 29 - SAVINGS CLAUSE

2901 In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. The parties hereto agree to renegotiate such provision(s) of this Agreement for the purpose of making them conform to such governmental statutes. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

3000 ARTICLE 30 - DURATION OF AGREEMENT

3001 Section 1

3002 The Wage Schedules set forth in Appendix "A" attached hereto shall become effective on the dates shown thereon.

3003 This Agreement shall become effective on the first (1st) day of October 1, 2015, except as otherwise indicated, and shall continue in effect until the first (1st) day of July 1, 2019, and shall continue in effect from year to year thereafter until written notice of the desire to amend or terminate this Agreement is given, not less than ninety (90) days prior to such yearly expiration, by either of the parties to this Agreement to the other and except in the event of termination notice, the Agreement then in effect shall remain in full force and effect until a new agreement is consummated.

3004 Section 2

3005 If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this 1<sup>st</sup> day of October 1, 2015.

Office and Professional  
Employees International Union,  
Local 30, AFL-CIO, CLC

Kaiser Foundation Hospitals,  
Southern California Permanente  
Medical Group,  
Kaiser Foundation Health Plan

/S/ Walter Allen, Jr.  
Walter Allen, Jr.

/S/ Benjamin Chu, M.D.  
Benjamin Chu, M.D.

/S/ Annette Baxter  
Annette Baxter

/S/ Edward M. Ellison  
Edward M. Ellison

/S/ Annie Russell  
Annie Russell

/S/ Arlene Peasnell  
Arlene Peasnell

/S/ Maryanne Malzone  
Maryanne Malzone

/S/ Mary Anne Madruga  
Mary Anne Madruga

October 1, 2005

Mr. Walter Allen, Jr.  
Executive Director / Chief Financial Officer  
Local 30, AFL-CIO, CLC  
4560 Alvarado Canyon Road, Ste. 2H  
San Diego, California 92120

Dear Mr. Allen:

The purpose of this letter is to set forth the understanding reached during negotiations relative to the Bilingual Employee Program.

### Bilingual Employee Program

#### Purpose

The goal of the Bilingual Employee Program is to utilize bilingual staff within their scope of practice, to provide quality care for Limited English Proficient (LEP) members, and ensure that KP meets Cultural and Linguistic Appropriate Services (CLAS), and other regulatory standards. In addition to developing our internal bilingual capacity, we continue to require interpreter services to meet the needs of members who are not in contact with bilingual staff. At this time, KP utilizes other resources such as phone interpreters to provide language services that we cannot meet using bilingual staff. In addition to these interpreter resources, it is understood that bilingual staff may be called to provide language assistance in appropriate situations. What follows are specific contractual issues that support this program.

Mr. Walter Allen, Jr.  
October 1, 2005  
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### Labor & Management Process

This program will be created and implemented through a Joint Labor and Management workgroup process. The development of the full-time healthcare interpreter job description and its associated pay rate will be created by the Employer.

### Full-time Healthcare Interpreter Position

Job Description – The Union and the Employee agree to develop and implement a new position of a full-time healthcare interpreter. The job description and accompanying wage rate will be jointly agreed to no later than November 15, 2005.

Ongoing Review – The parties agree to jointly conduct periodic reviews to monitor staffing levels, workload issues, and the effectiveness of the position and the program.

Intent – The intent of this position is not to replace but enhance the employee bilingual interpretation function.

### Qualified Bilingual Status

Level Description – There shall be two levels for Qualified Bilingual Status (QBS). Level 1 will be those employees assessed as proficient in conversation language skills and basic command of a second language as determined by a jointly agreed upon assessment tool. Level 2 will be those employees assessed at a greater level of fluency including medical terminology language skills as determined by a jointly agreed upon assessment tool. A joint labor/management team will determine the appropriate criteria for qualifying for a Level 2 designation, and agree upon appropriate assessment tools.

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October 1, 2005  
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Differential – Employees designated as Level 1 shall receive, or continue to receive, a bilingual differential in the amount of \$0.375 per hour and paid on all hours compensated per biweekly pay period. Employees designated as Level 2 shall receive a bilingual differential in the amount of \$0.55 per hour and paid on all hours compensated per biweekly pay period.

#### Program Implementation

Coverage – All employees who do not have a current bilingual assessment on file with their Human Resources office will be required to have their skills assessed by a jointly agreed upon assessment tool.

Assessment Process – Beginning January 1, 2006, all employees covered by this agreement will be given the opportunity to be assessed for proficiency at either the QBS Level 1 or Level 2 designation.

Training/Retraining – Employees who do not qualify as Level 1 will be provided educational support designated to enhance their conversational bilingual skills to enable them to successfully pass the assessment. All employees receiving the existing bilingual differential as of the effective date of the Agreement will maintain the differential during the assessment and training/retraining period, and at least until 5/1/07.

Loss of Differential – Employees who fail to qualify for either Level 1 or Level 2 designation by 5/1/07, will no longer receive a bilingual differential.

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Posting Positions as 'Bilingual Required'

The parties may agree to use the Northern California objective process as the basis for determining if a job should require bilingual skills. By mutual agreement, the parties may modify the Northern California model or jointly create an additional option.

'Bilingual Required' positions will not be posted unless both parties review and discuss the need for said position.

Cancellation

In the event that this program fails to be implemented or is discontinued for any reason during the term of this Agreement, the existing language in Article XIII, Section 15, paragraphs 1342 – 1343 will apply.

Sincerely,

/S/ Mary Anne Madruga

Mary Anne Madruga  
Senior Labor Relations Representative

/S/ Walter Allen, Jr.  
Walter Allen, Jr.

Date: October 1, 2005

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