AGREEMENT Between KAISER PERMANENTE FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, KAISER FOUNDATION HEALTH PLAN AND THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

This Agreement shall be in full force and effect, except as otherwise specifically provided as of October 1, 2012 and should continue in effect through July 1, 2016 and as specified in the National Agreement, Section 3D, subject to written notice of either party to the other, ninety (90) days prior to the termination date of a desire to amend or terminate this Agreement. In the event no such notices are given, this Agreement shall be deemed to be renewed from year to year, subject however, to ninety (90) days written notice prior to each anniversary date of a desire to terminate or amend this Agreement.

This Agreement will become effective on agreement and signature by both parties below.

FOR THE EMPLOYER: MaryAnne Madruga Senior Labor Relations Representative Kaiser Permanente

FOR THE UNION: Walter Allen Executive Director, Chief Operating Officer OPEIU, Local 30

2-18-12 Date

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.

August 9, 2012

BX: AUG 1 3 2012 ECEIARI

Mr. Walter Allen Ms. Annette Baxter OPEIU, Local 30 6136 Mission Gorge Road, Suite 214 San Diego, CA 92108

VIA FAX and US CERTIFIED MAIL

RE: Amendments to Collective Bargaining Agreement

Dear Walter and Annette:

This letter is to memorialize the agreements recently reached by and between Kaiser Foundation Hospitals, Southern California Permanente Medical Group, Kaiser Foundation Health Plan and the Office and Professional Employees International Union, Local 30. The parties have agreed to make the following changes to the Collective Bargaining Agreement:

Paragraph 608

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.

Intent: Employees' use of annual vacation accrual will be credited as hours worked in pay-periods where utilized as part of the utilization review. Sick leave usage will not count towards hours worked in the consistent utilization review. An employee may drop below consistent utilization up to two (2) pay-periods in the twelve month review period. Mr. Walter Allen Ms. Annette Baxter RE: Amendments to Collective Bargaining Agreement August 9, 2012 Page 2 of 3

Paragraph 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.

Intent: Removes out-dated language. The code-a-phone is no longer in use.

Paragraph 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 . **On-call employees may not apply for a full-time/part-time position until they have completed one hundred twenty (120) calendar days of employment.** Exceptions may be granted by the Employer for extenuating circumstances.

Paragraph 817

Employees with more than <u>eighteen (18) months</u> 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.

Paragraph 818

Newly hired employees <u>may not apply for transfer to another department until the</u> <u>employee has completed eighteen (18) months of continuous service. Newly hired full-time,</u> <u>part-time, and on-call employees may apply for transfer to positions within the department</u> <u>and after successfully completing the new hire probationary period.</u> Exceptions may be granted by the Employer for extenuating circumstances. <u>Employees will be awarded positions</u> <u>in accordance with paragraph 821.</u> Mr. Walter Allen Ms. Annette Baxter RE: Amendments to Collective Bargaining Agreement August 9, 2012 Page 3 of 3

Intent or Application: Allows a newly hired employee to change status (e.g. on-call to part-time) or shift (night shift to day shift) within his/her department after completion of the probationary period but prior to expiration of eighteen months of continuous service. The awarding of positions will follow the order set forth in paragraph 821.

Should you agree with the information presented herein, please sign below and return a copy of the executed agreement to my attention.

Sincerely,

when and Infadure

Mary Anne Madruga Sr. Labor Relations Representative

AGREED: On behalf of OPEIU, Local

cc: Maryanne Malzone Richard Rosas Cherie Sampson

8-15-12

Date

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, 2005 – July 1, 2011

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SUPPLEMENT

National Agreement

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of <u>October 1,</u> <u>2005</u> 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 <u>Section 1 Definitions</u>
- 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 <u>Section 2 Supervisory Employees</u>
- 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 <u>Section 3 Courtesy</u>
- 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 <u>Section 4 Confidentiality of Medical Records and Member/</u> 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 <u>Human Resources Department</u> 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 <u>Section 1 Recognition</u>
- 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 <u>Section 2 Union Membership</u>
- 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 <u>Section 3 Maintenance of Membership</u>

- 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 <u>Section 4 Checkoff</u>
- 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 <u>Section 5 List of Employees</u>
- 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 <u>ARTICLE 5 - MANAGEMENT</u>

- 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 <u>Section 1 Seniority Definitions</u>
- 602 Seniority for full-time, part-time, irregularly scheduled part-time, oncall 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 <u>Section 2 Part-time Employees</u>
- 606 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.
- 607 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.
- 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 nonreplacement hours, as a full-time employee for twelve (12) consecutive months or more, said employee may request a change to full-time status.
- 609 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.
- 610 <u>Section 3 On-Call Employees</u>

- 611 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.
- 612 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).
- 613 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.
- 614 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.
- 615 On-call employees whose status is changed to Irregularly Scheduled Part-time for eligibility of benefits will not receive the on-call wage differential.
- 616 <u>Section 4 Irregularly Scheduled Part-time Employees</u>
- 617 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 <u>when said</u> <u>employee requests a change to part-time status. Hours that an</u> <u>employee accepts to work on a temporary basis to replace an</u> <u>employee on a leave of absence will not apply to the above</u>.
- 618 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.

619 <u>Section 5 - Temporary Employees</u>

- 620 A temporary employee is one who is hired for an interim period of three (3) months or less.
- 621 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.
- 622 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 ¹/₂) times regular rate no holiday allowance).
- 623 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.
- 624 <u>Section 6 Emergency Phone Calls</u>
- 625 In the event an emergency call cannot be received by an employee, the Employer will attempt to expeditiously deliver it to the employee.
- 626 <u>Section 7 Job Description</u>
- 627 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.
- 628 <u>Section 8 Technological Change</u>
- 629 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.
- 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 <u>General</u>
- 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 <u>Temporary Force Reduction</u>
- 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 <u>ARTICLE 8 - NEW HIRES, TRANSFERS, PROMOTIONS AND</u> <u>ADDITIONAL HOURS</u>

801 <u>Section 1 - New Employees and Job Posting</u>

- 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. Further, all job vacancies will be listed on a code-a-phone. The code-a-phone number will be listed on the job posting bulletin boards.
- 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. The employee shall be informed as to who received the position. On a monthly basis the Employer shall post at every appropriate facility a listing of all individuals who have filled jobs the previous month within the Bargaining Unit.
- 811 New hires will be so indicated on the listing.
- 812 <u>Section 2 New Hire Physical Examination</u>
- 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 <u>Section 3 Promotions and Transfer Requests</u>
- 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 <u>eighteen (18)</u> months of continuous service. On-call employees may not apply for a full-time/part-time position until they have completed one hundred twenty (120) calendar days of employment. Exceptions may be granted by the Employer for extenuating circumstances.

- 816 Section 4 Transfer Rights
- 817 Employees with more than one year of service shall be eligible to transfer not more than twice in <u>eighteen (18) months</u>. The <u>eighteen (18) months</u> 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 <u>eighteen (18)</u> months of continuous service.
- 818 Newly hired employees will be required to remain in their initial job classifications for <u>eighteen (18)</u> continuous months from date of hire before being eligible to transfer to another job classification and/or department.
- 819 Employees who transfer into positions which require special training will be required to remain in said classification for <u>eighteen</u> (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. <u>On-call employees within classification in any department or</u> entity shall submit transfers for vacancies and, if determined to meet position qualifications, shall be accepted into such vacancies, after regular full-time, pat-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 <u>disciplinary action</u> is present in the employee's personnel file.
- 824 <u>Section 5 Transfer Evaluation Period</u>
- 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 (1/2) of said training/orientation period.

827 <u>Section 6 - Internal Career Advancement</u>

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

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 <u>Section 8 - Transfers from Other Kaiser Permanente Facilities</u>

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 <u>Section 9 - Part-time Additional Hours</u>

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 Each department supervisor will department's supervisor. 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 Parttime 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 <u>Section 10 Part-time and On-call Additional Temporary Hours</u>
- 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 <u>Section 1 Probationary Period New Hires</u> (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. <u>The Employer shall keep the Union informed as to the</u> <u>identity of the Employer's representative</u>. 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 <u>Section 1 Normal Workweek</u>
- 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 <u>work</u>week 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 <u>A minimum of two (2) hours must be worked for the day to count</u> as a day worked for the purposes of computing Seventh (7th) day consecutive day premium pay.
- 1204 <u>Section 2 Overtime</u>
- 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 ¹/₂) 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. <u>Employees returning</u> 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 <u>Section 4 Duplication of Overtime</u>
- 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 <u>the</u> work<u>week</u> 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 <u>Section 6 Scheduling</u>
- 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 <u>Section 7 - Shift Assignments</u>

- 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 <u>Section 8 Rest Periods</u>
- 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 <u>Section 9 Notice of Intended Absence</u>
- 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 <u>Section 11 Flexible Schedules</u>
- 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 <u>Section 1 Wage Schedules</u>
- 1302 The Wage Schedules for the Service and Maintenance, Patient Care, Clerical and Technical classifications indicate the wages effective <u>October 1, 2005</u>.
- 1303 <u>Section 2 Wage Rate Upon Promotion</u>
- 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 <u>Section 5 Red Circle Rates</u>
- 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 (7th) 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	
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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 <u>Orthopedic Tech II</u> <u>MRI Tech</u> <u>Surgical Tech</u> <u>SPD Tech</u> <u>EEG Tech</u> <u>Contact Lens Fitter</u> <u>Optical Dispenser</u>
Years of Experience	Step Placement
Less than 1	Step 1

1 but less than 3 3 but less than 5 5 or more Step 1 Step 2 Step 3 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 <u>Section 8 Wage Rates for Seniors</u>
- 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 <u>Section 9 Retroactivity of Wage Increases</u>
- 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:

Effective Date	Evening Shift	<u>Night Shift</u>
July 1, 1996	\$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 <u>Section 11 Longevity Rate</u>
- 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.

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

- 1335 <u>Section 12 Call Back Pay</u>
- 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 four dollars (\$4.00) per hour for each hour spent on such standby status. 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 <u>Section 15 Bilingual Pay</u>

- 1343 Employees who are routinely required (over 5% of the time) to interpret other languages, <u>in compliance with regulatory</u> <u>requirements</u>, shall receive bilingual pay for <u>Qualified Bilingual</u> <u>Staff</u> in the amount of sixty-five dollars (\$65.00) per month or \$.0.375 per hour.
- 1344 <u>The Employer and the Union will jointly review and discuss the</u> 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 <u>Section 16 Payroll Errors</u>
- 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 <u>Section 18 Training Pay</u>
- 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 <u>The following summarizes the intent between the parties</u> <u>concerning eligibility for training pay in accord with the following</u> <u>guidelines:</u>
- 1353 A <u>trainer/preceptor is someone who is designated by the</u> <u>Department Administrator, Assistant Department Administrator or</u> <u>Supervisor to prepare for and present a</u> <u>training program. This</u> <u>does not include employees who may be assigned to orient or be</u>

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. <u>Must be designated in advance by a Department</u> <u>Administrator, Assistant Department Administrator or</u> <u>Supervisor.</u>
 - 2. <u>Must perform the full scope of duties which must always</u> include:
 - <u>Teaching technical, professional or clerical skills,</u> <u>techniques and procedures to groups or individuals.</u>
 - Training groups or individuals as an assignment.
 - <u>Serving as a role model for professional standards within</u> <u>the department and/or organization.</u>
 - 3. <u>Training differential will apply for hours worked as a trainer/</u> 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 Preferences for Life Balance Days shall be department. 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 <u>Section 1 Designated Holidays</u>
- 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 <u>All designated holidays will be paid on the actual calendar day they</u> <u>fall, and all conditions and benefits applying to such a designated</u> <u>holiday will be in effect on that calendar day.</u>
- 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, <u>designated holidays</u> 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 <u>Section 2 Designated Holiday Premiums</u>
- 1413 Regular employees working on designated holidays shall be paid at the overtime rate of one and one-half $(1\frac{1}{2})$ 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 $(1\frac{1}{2})$ 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 <u>Section 3 Exceptions</u>
- 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 <u>Section 4 Overtime</u>
- 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 <u>Section 5 Work/Life Balance Time Off Eligibility Date</u>
- 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 <u>The Work/Life Balance Time</u> 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 <u>Section 6 Vacation Account</u>

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

Length Of		<u>Days Per</u>	<u>Days Per</u>
<u>Service</u>	<u>Hours Per Month</u>	<u>Month</u>	<u>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 <u>Section 7 Use of Vacation</u>
- 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. <u>Part-time</u> employees will be <u>paid</u> <u>vacation</u> at an amount equal to the average hours paid per week, based on hours paid in the previous three (3) months.
- 1436 <u>Section 9 Requesting Cash Out With Scheduled</u> <u>Vacation Benefits</u>

- 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 <u>Section 11 Vacation at Termination or Retirement</u>
- 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 <u>Section 14 Vacation Advance Pay</u>

- 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 <u>annual</u> anticipated accrual at the time of <u>vacation</u> <u>scheduling</u>.
- 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 <u>Section 16 Sick Leave Bank and Income/Extended Income</u> <u>Protection Plan</u>
- 1453 <u>Sick Leave</u> shall be granted to an employee who becomes ill or injured. <u>Sick Leave</u> shall commence with the first (1st) 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 <u>Section 17 - Sick Leave Bank at Termination</u> <u>or Retirement</u>

- 1462 Employees with <u>a</u> 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 <u>Section 18 Disability Benefits Income Protection and</u> <u>Extended Income Protection</u>
- 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 <u>Section 19 - Integration of Compensation Benefits and Sick</u> <u>Leave</u>

- 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 <u>will make every effort</u> 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 <u>Section 1 Eligibility</u>
- 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 <u>Section 3 Occupational Injury or Illness Leave</u>
- 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 <u>Section 4 Personal Leaves</u>
- 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 <u>per paragraph 1502.</u>
- 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 <u>Human Resources</u> 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 <u>Section 5 Family Leave</u>
- 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 <u>Leaves for the situations which are covered by the Family Leave</u> and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.

1525 <u>Benefits While on Family Leave of Absence</u>

- 1526 Premiums for continued Health Plan Coverage (including Mental Health benefit and prescription drugs), Dental Plan and Employerpaid 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 <u>All employees will be afforded the opportunity to take a Military</u> <u>Leave of Absence in accordance with the provisions of USERRA,</u> <u>as amended and other applicable statutes.</u>
- 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 <u>Human Resources</u> <u>Department</u> 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 <u>Employees on extended military duty will have their Vacation, Life</u> <u>Balance Days, Sick Leave, and other benefits restored upon</u> <u>reinstatement in accordance with the above-named statutes.</u>
- 1531 <u>Section 7 Education Leave</u>
- 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 inservice 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 <u>Section 9 Benefits While on Leave of Absence</u>
- 1542 <u>Benefits While on Personal Leave of Absence</u>
- 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

- Premiums for continued Health Plan Coverage (including Mental 1545 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 <u>Benefits While on Occupational Leave of Absence</u>
- 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 <u>Life Balance Days</u> for thirty (30) days.
- 1549 <u>Section 10 Bereavement Leave</u>

- 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:
 - <u>Spouse or domestic partner who is registered with the</u> <u>state or has a KP affidavit of domestic partnership and</u> <u>the family members listed below of the employee or</u> <u>his/her spouse or domestic partner</u>
 - <u>parent, step parent, parent-in-law, step-parent-in-law, in</u> <u>loco parentis parent</u>
 - <u>daughter, step daughter, daughter-in-law, step-daughter-in-law</u>
 - son, step son, son-in-law, step-son-in-law
 - <u>sister, step sister, sister-in-law, step-sister-in-law</u>
 - brother, step brother, brother-in-law, step-brother in-law
 - <u>in loco parentis child, legal ward, legal guardian, foster</u> <u>child, adopted child</u>
 - grandparent, step grandparent
 - grandchildren, step grandchildren
 - relative living in the same household as the employee
- 1552 <u>Bereavement</u> 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 <u>Bereavement</u> 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 (½) 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 <u>Subject to the efficiency of operation, the Employer will make every</u> <u>effort to schedule the employee, who normally works an evening or</u> <u>night shift, a daytime shift while serving on jury duty.</u>
- 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) copayment 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 The application of co-payments to other outpatient facilities. 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 <u>Section 2 Health Plan Coverage for Retirees</u>
- 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 Kaiser Permanente provision of the 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 copayments 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/<u>eligible domestic partner</u> until remarriage/<u>recommitment</u> or death of the spouse/<u>eligible domestic partner</u>.

- 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 <u>periodic</u> 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 Plan Coverage.
- 1813 <u>Health Plan Coverage Coordinated With Medicare</u> (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 <u>Health Plan Coverage Coordinated With Medicare</u> (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 <u>Section 3 Health Plan Coverage for Parents</u>
- 1818 Parents and parents-in-law of employees may purchase Kaiser Foundation Health Plan "H" Coverage subject to the restrictions of that plan.
- 1819 <u>Section 4 Dental Benefits Delta Dental Group 821</u>
- 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 <u>every</u> <u>calendar</u> 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 (<u>twice every calendar year</u>).
 - 6. Space maintainers (for patients <u>up to the age of 12</u> (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 <u>Section 5 - Dual Choice Dental</u>

- 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 <u>Section 6 Coverage During Hospitalization for</u> <u>Terminated Employees</u>
- 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 <u>or for Deferred Vested Pension benefit.</u>
- 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, 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 <u>Section 9 Survivor Coverage</u>
- 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 <u>Section 10 Life Insurance</u>
- 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:

Program	<u>Optional</u>	Accidental Death and Dismemberment
Program 1	<u>\$10,000</u>	<u>\$10,000</u>
<u>Program 2</u>	\$20,000	\$10,000
Program <u>3</u>	\$30,000	\$10,000
Program <u>4</u>	\$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 <u>Section 13 Tax Deferred Retirement Savings Plan</u>
- 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 <u>Section 14 Coordination of Benefits</u>

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 <u>Section 1 Participation</u>
- 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 (1st) pay period of the year. Employees choosing to participate in the ACP will be required to enroll during the annual open enrollment period.
- 1903 <u>Section 2 Benefits and Compensation Rate</u>
- 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 <u>Employees participating in the ACP will not be covered by</u> <u>Employer-paid health, dental or life insurance programs.</u> <u>Conversion privileges may be offered based on the specific</u> <u>provisions of the plan.</u>
- 1907 <u>Section 4 Work/Flexible Personal Days / Balance Time Off</u> <u>Program</u>
- 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 <u>Section 6 Premium Rates</u>
- 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 <u>Section 7 Designated Holidays</u>
- 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 <u>Section 8 Pension</u>
- 1916 <u>Hours worked while participating in the ACP will count for accrued</u> <u>service to determine benefit eligibility.</u> Hours worked while <u>participating in the ACP will also count for credited service which is</u> <u>used to determine the benefit amount. In calculating final average</u> <u>pay, monthly compensation will be determined on the regular base</u> <u>wage rate, minus the twenty percent (20%) ACP differential.</u>
- 1917 <u>Employees enrolled in the Alternative Compensation Program at</u> the time of retirement will be eligible for post-retirement benefits such as the Health plan provided they satisfy the service eligibility requirements.
- 1918 <u>Section 9 Leaves of Absence</u>

- 1919 <u>Employees participating in the ACP are eligible for unpaid leaves</u> of absence as specified in the Collective Bargaining Agreement.
- 1920 Section 10 Tax Deferred Savings Plan
- 1921 <u>Employees participating in the ACP will remain eligible to</u> participate in the Kaiser Permanente 401(k) Plan.

2000 ARTICLE 20 - PHYSICAL EXAMINATIONS

- 2001 <u>Section 1 New Hire Physicals</u>
- 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 <u>Section 2 Mandatory Physical Examination</u>
- 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 <u>Section 1 - Discharge for Cause</u>

- 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 <u>Section 2 Termination Pay</u>
- 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 <u>Flexible / Life Balance Days</u> accrued on a pro rata basis. <u>At the time of separation, employees shall receive no pay for accrued sick leave</u>.
- 2109 <u>Section 3 Disciplinary Sessions</u>
- 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 <u>Section 4 Disciplinary Action</u>
- 2112 The Employer agrees to provide to the Union copies of <u>d</u>isciplinary <u>a</u>ction.
- 2113 The Employer agrees to remove from each employee's departmental file <u>disciplinary notices</u> for which there has been no recurrence of a similar nature for twelve (12) months. Notwithstanding the above, an employee who has <u>disciplinary action</u> in file and is absent for a period of thirty (30) days or more, shall, upon <u>his/her</u> return to work, have the <u>disciplinary action</u> 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 <u>Human Resources Department</u> 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 <u>Section 1 General Principles</u>
- 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 <u>Section 4 Step Three</u>
- 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, <u>communication</u> <u>shall occur, between the parties, to schedule said meeting</u> 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 <u>Section 5 Step Four Arbitration</u>

- 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 (½) 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 <u>Section 6 Mediation Procedure</u>
- 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 <u>Section 7 - Expedited Arbitration Procedure</u>

- 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 <u>Section 8 Time Limits</u>
- 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 <u>Section 10</u>
- 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 <u>Section 11 Grievance Settlements</u>
- 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 <u>issues</u> 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 <u>the San Diego Service Area</u> there shall be established a special committee comprised of a <u>minimum</u> of three (3) members from the Employer (<u>at least</u> one of whom shall be a representative from the local <u>Human Resource Department</u>) and three (3) members of the Union (<u>at least</u> one of whom shall be a Local Union Business Representative).
- 2. <u>The committee shall begin to investigate the special issues</u> 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. <u>The</u> special committee shall meet as frequently as required to investigate and dispose of all <u>issue</u>, 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 <u>Section 1 - Procedure</u>

- 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 <u>Section 2 Reclassification Review Procedure</u>
- 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 on a form provided by the Union <u>or the Employer</u>. A meeting will take place <u>between the manager</u>, union and employee(s), and the Employer will respond to the employee within thirty (30) days. 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 signed off by Administration.
- 2800 ARTICLE 28 SAFETY
- 2801 <u>Section 1</u>
- 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 <u>Section 2 Radiologic Safety</u>

- 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 <u>Section 5 Hazardous Condition</u>
- 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 <u>Section 1</u>
- 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 <u>October 1, 2005</u>, except as otherwise indicated, and shall continue in effect until the first (1st) day of <u>July 1, 2011</u>, 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 <u>Section 2</u>
- 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 1st day of October 2, 2005.

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

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

/S/ Marianne Giordano Marianne Giordano

/S/ Cathy Young Cathy Young

/S/ Lolita Babaran Lolita Babaran Kaiser Foundation Hospitals, Southern California Permanente Medical Group, Kaiser Foundation Health Plan

/S/ Jeffrey Weisz, M.D. Jeffrey Weisz, M.D.

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

/S/ Thomas J. Williamson Thomas J. Williamson

/S/ Patti Carson Patti Carson

/S/ Annette Baxter

Annette Baxter

/S/ MaryEllen Farrell MaryEllen Farrell

/S/ Carmen Corral Carmen Corral

/S/ Erica Dewar Erica Dewar /S/ Michael Belmont Michael Belmont

/S/ Mary Anne Madruga Mary Anne Madruga

/S/ Annie Russell Annie Russell

/S/ Daniel S. Anderson, M.D. Daniel S. Anderson, M.D.

/S/ Katie Doyle	/S/ Carol Huff
Katie Doyle	Carol Huff
/S/ Joy Kennedy	/S/ Cherie Sampson
Joy Kennedy	Cherie Sampson
/S/ Gloria Martes	/S/ Linda Greene
Gloria Martes	Linda Greene
/S/ Hector Peralta	/S/ Cathy Hudson
Hector Peralta	Cathy Hudson
/S/ Monica Phillips	/S/ Scott Albert
Monica Phillips	Scott Albert
/S/ Sue Smith	/S/ Steffanie Cobler
Sue Smith	Steffanie Cobler
/S/ Robert Sparrow	/S/ Mario Herrera
Robert Sparrow	Mario Herrera

/S/ David Keesey David Keesey

/S/ Richard Raynes Richard Raynes

/S/ Jonita White Jonita White

/S/ Beverly Roling Beverly Roling

OPIEU - LOCAL 30 SERVICE AND MAINTENANCE

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
DELIVERY CLK FLOOR TECH	24073 43532	02	M1	12	13.415 (2,325)	14.089 (2,442)	14.802 (2,566)	15.272 (2,647)	16.723 (2,899)	17.226 (2,986)	0.000 (0,000)	17.576 (3,047)	17.726 (3,073)
			10/1/2012 10/1/2013 10/1/2014		13.817 14.232 14.659	14.512 14.947 15.395	15.246 15.703 16.174	15.730 16.202 16.688	17.225 17.742 18.274	17.743 18.275 18.823	0.000 0.000 0.000	18.093 18.625 19.173	18.243 18.775 19.323
COURIER FOOD SERVICE WORKER I STOREROOM WORKER	20597 45447 40183	03	M1	13	14.910 (2,584)	15.658 (2,714)	16.240 (2,815)	17.673 (3,063)	18.562 (3,217)	19.116 (3,313)	0.000 (0,000)	19.466 (3,374)	19.616 (3,400)
			10/1/2012 10/1/2013 10/1/2014		15.357 15.818 16.293	16.128 16.612 17.110	16.727 17.229 17.746	18.203 18.749 19.311	19.119 19.693 20.284	19.689 20.280 20.888	0.000 0.000 0.000	20.039 20.630 21.238	20.189 20.780 21.388
EVS SPEC EVS SUPPLY/EQUIP SPEC FOOD SERVICE WORKER II	47876 47878 45448	04	M1	14	15.210 (2,636)	15.973 (2,769)	16.568 (2,872)	18.024 (3,124)	18.934 (3,282)	19.502 (3,380)	0.000 (0,000)	19.852 (3,441)	20.002 (3,467)
LINEN LIFT TECH STOREROOM DRIVER	40237 47713		10/1/2012 10/1/2013 10/1/2014		15.666 16.136 16.620	16.452 16.946 17.454	17.065 17.577 18.104	18.565 19.122 19.696	19.502 20.087 20.690	20.087 20.690 21.311	0.000 0.000 0.000	20.437 21.040 21.661	20.587 21.190 21.811
DISTRUBITION COURIER DRIVER EVS WASTE SPEC	43538 45437 47877	05	M1	15	15.592 (2,703)	16.376 (2,839)	16.986 (2,944)	18.479 (3,203)	19.411 (3,365)	19.994 (3,466)	0.000 (0,000)	20.344 (3,526)	20.494 (3,552)
MATERIAL MGT SPECIALIST WAREHOUSE WORKER	45435 43533		10/1/2012 10/1/2013 10/1/2014		16.060 16.542 17.038	16.867 17.373 17.894	17.496 18.021 18.562	19.033 19.604 20.192	19.993 20.593 21.211	20.594 21.212 21.848	0.000 0.000 0.000	20.944 21.562 22.198	21.094 21.712 22.348

OPIEU - LOCAL 30 SERVICE AND MAINTENANCE

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
FIRST COOK	40113	07	M1	17	17.612	18.502	19.288	20.946	21.998	22.660	0.000	23.010	23.160
					(3,053)	(3,207)	(3,343)	(3,631)	(3,813)	(3,928)	(0,000)	(3,988)	(4,014)
			10/1/2012		18.140	19.057	19.867	21.574	22.658	23.340	0.000	23.690	23.840
			10/1/2013		18.684	19.629	20.463	22.221	23.338	24.040	0.000	24.390	24.540
			10/1/2014		19.245	20.218	21.077	22.888	24.038	24.761	0.000	25.111	25.261

OPIEU - LOCAL 30 PATIENT CARE CLASSIFICATIONS

JOB TITLE	CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
PHYSICAL THERAPY AIDE I	30036	02	M2	32	15.790 (2,737)	16.585 (2,875)	17.122 (2,968)	18.873 (3,271)	19.443 (3,370)	20.027 (3,471)	0.000 (0,000)	20.377 (3,532)	20.527 (3,558)
			10/1/2012 10/1/2013 10/1/2014		16.264 16.752 17.255	17.083 17.595 18.123	17.636 18.165 18.710	19.439 20.022 20.623	20.026 20.627 21.246	20.628 21.247 21.884	0.000 0.000 0.000	20.978 21.597 22.234	21.128 21.747 22.384
HOSP AIDE I (TRANSP ORDERLY) MEDICAL OFFICE ASST I NURSING AIDE I	36300 36982 30153	04	M2	34	16.593 (2,876)	17.429 (3,021)	17.993 (3,119)	19.831 (3,437)	20.432 (3,542)	21.043 (3,647)	0.000 (0,000)	21.393 (3,708)	21.543 (3,734)
SUPPORT CLERK	20588		10/1/2012 10/1/2013 10/1/2014		17.091 17.604 18.132	17.952 18.491 19.046	18.533 19.089 19.662	20.426 21.039 21.670	21.045 21.676 22.326	21.674 22.324 22.994	0.000 0.000 0.000	22.024 22.674 23.344	22.174 22.824 23.494
HOSPITAL AIDE II LIFT TECHNICIAN PATIENT CARE ASSISTANT	36304 30728 36311	05	M2	35	17.180 (2,978)	18.043 (3,127)	18.632 (3,230)	20.529 (3,558)	21.153 (3,667)	21.789 (3,777)	0.000 (0,000)	22.139 (3,837)	22.289 (3,863)
SR. CLERK F UNIT ASSISTANT	20014 30777		10/1/2012 10/1/2013 10/1/2014		17.695 18.226 18.773	18.584 19.142 19.716	19.191 19.767 20.360	21.145 21.779 22.432	21.788 22.442 23.115	22.443 23.116 23.809	0.000 0.000 0.000	22.793 23.466 24.159	22.943 23.616 24.309
LIFESTYLE PROFILE ASST PHYSICAL THER AIDE II RADIOLOGY ASST II	36315 30031 35978	06	M2	36	17.612 (3,053)	18.498 (3,206)	19.101 (3,311)	21.045 (3,648)	21.683 (3,758)	22.336 (3,872)	0.000 (0,000)	22.686 (3,932)	22.836 (3,958)
			10/1/2012 10/1/2013 10/1/2014		18.140 18.684 19.245	19.053 19.625 20.214	19.674 20.264 20.872	21.676 22.326 22.996	22.333 23.003 23.693	23.006 23.696 24.407	0.000 0.000 0.000	23.356 24.046 24.757	23.506 24.196 24.907
HEALTH APPRAISAL ASST Home Health Aide Medical Office ASST II	36962 30316 36984	07	M2	37	18.054 (3,129)	18.960 (3,286)	19.578 (3,394)	21.574 (3,739)	22.232 (3,854)	22.897 (3,969)	0.000 (0,000)	23.247 (4,029)	23.397 (4,055)

EFFECTIVE DATE: 10/03/2011 DATE PRINTED: 8/14/2014

OPIEU - LOCAL 30 PATIENT CARE CLASSIFICATIONS

JOB TITLE	CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
OPTOMETRIC ASSISTANT	30413	GRADE	10/1/2012	GRADE	18.596	19.529	20.165	22.221	22.899	23.584	0.000	23.934	24.084
STUDENT NURSE EXTERN	30488		10/1/2013		19.154	20.115	20.770	22.888	23.586	24.292	0.000	24.642	24.792
			10/1/2014		19.729	20.718	21.393	23.575	24.294	25.021	0.000	25.371	25.521
PEDIATRIC CLINICAL COORD	36317	08	M2	38	18.509	19.438	20.072	22.119	22.787	23.476	0.000	23.826	23.976
CLINIC ASSIST/PHLEBOTOMY CLINIC ASSIST/LIMITED RADIOLOGY	36327 36328	00	IVIZ	50	(3,208)	(3,369)	(3,479)	(3,834)	(3,950)	(4,069)	(0,000)	(4,130)	(4,156)
	00020		10/1/2012		19.064	20.021	20.674	22.783	23.471	24.180	0.000	24.530	24.680
			10/1/2013		19.636	20.622	21.294	23.466	24.175	24.905	0.000	25.255	25.405
			10/1/2014		20.225	21.241	21.933	24.170	24.900	25.652	0.000	26.002	26.152
VISION ASST I	37033	09	M2	39	18.981	19.931	20.582	22.679	23.365	24.068	0.000	24.418	24.568
	0/000	00	IVIZ	00	(3,290)	(3,455)	(3,568)	(3,931)	(4,050)	(4,172)	(0,000)	(4,232)	(4,258)
			10/1/2012		19.550	20.529	21.199	23.359	24.066	24.790	0.000	25.140	25.290
			10/1/2013		20.137	21.145	21.835	24.060	24.788	25.534	0.000	25.884	26.034
			10/1/2014		20.741	21.779	22.490	24.782	25.532	26.300	0.000	26.650	26.800

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
DIET CLK DOCUMENT SCANNER FILE CLK	20424 21041 20040	01	M3	21	15.957 (2,766)	17.269 (2,993)	18.614 (3,226)	19.031 (3,299)	19.249 (3,336)	19.828 (3,437)	0.000 (0,000)	20.178 (3,498)	20.328 (3,524)
	20040		10/1/2012 10/1/2013 10/1/2014		16.436 16.929 17.437	17.787 18.321 18.871	19.172 19.747 20.339	19.602 20.190 20.796	19.826 20.421 21.034	20.423 21.036 21.667	0.000 0.000 0.000	20.773 21.386 22.017	20.923 21.536 22.167
BUSINESS OFFICE CASHIER BUSINESS OFFICE CLERK CASHIER	24260 20567 20527	02	M3	22	16.796 (2,911)	18.202 (3,155)	19.629 (3,402)	20.412 (3,538)	20.660 (3,581)	21.281 (3,689)	0.000 (0,000)	21.631 (3,749)	21.781 (3,775)
CLERK I (PBS)	21002		10/1/2012		17.300	18.748	20.218	21.024	21.280	21.919	0.000	22.269	22.419
	20329		10/1/2013		17.819	19.310	20.825	21.655	21.918	22.577	0.000	22.927	23.077
¹ DIAGNOSTIC IMAGING FILE CLERK GENERAL CLERK	21061 24022		10/1/2014		18.354	19.889	21.450	22.305	22.576	23.254	0.000	23.604	23.754
INDEXING CLERK	24022												
INTERNAL MEDICINE CLERK	24538												
LAB CLERK	25050												
LIFE INSURANCE PROC	20140												
MATERIALS MGMT CLERK I	24142												
MEDICAL LIBRARY CLERK	20392												
MEDICAL RECORDS CLERK II	20269 25144												
NUTRITION SERVICES CLERK I RADIOLOGY ASST I	25144 30125												
STOREROOM CLERK	40180												
VENDING COORD	45440												
CANCER REGISTRY CLERK	24433	03	М3	23	17.048	18.476	19.925	20.722	20.975	21.604	0.000	21.954	22.104
CASHIER I (PBS) CENTREX OPERATOR	21000				(2,955)	(3,203)	(3,454)	(3,592)	(3,636)	(3,745)	(0,000)	(3,805)	(3,831)
CLINIC CLERK I - NEURO	20373 20402		10/1/2012		17.559	19.030	20.523	21.344	21.604	22.252	0.000	22.602	22.752
CLERK TYPIST	20402		10/1/2012		18.086	19.601	21.139	21.984	22.252	22.920	0.000	23.270	23.420
CUSTOMER SUPPORT SPECIALIST EMPLOYEE HEALTH ASST	20005 24920		10/1/2014		18.629	20.189	21.773	22.644	22.920	23.608	0.000	23.958	24.108

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
INVENTORY CLERK	24033	-		-	-				-		-		
MEDICAL DATA PROCESSOR	20211												
NEW MEMBER LIAISON CLERK	24770												
NUTRITION SERVICES CLERK II	25145												
OPTICAL CUSTOMER HOST	20618												
PSYCHOSOCIAL TRANSCRIBER	24981												
REPROGRAPHICS CLERK	24974												
SERVICE REPRESENTATIVE	25125												
VITAL STATISTICS CLERK	20288												
³ WELLNESS SPECIALIST	20186												
APPT CENTER SERVICE REP CLINIC CLERK II COMMUNICATION CLERK HOME CARE SVC ASST IMAGING DEPT SCHEDULER INTERMEDIATE CLK TYPIST MCDA CLERK MEDICAL RECORDS CLERK III MEDICAL RECORDS STATS CLERK SERVICE REP CASHIER (OPTICAL) SUBPOENA CLERK SURGERY SCHED CLERK UTILIZATION REVIEW CLERK	25128 20407 24812 24930 25122 20032 24261 20258 24511 20532 20299 20199 20279	04	M3 10/1/2012 10/1/2013 10/1/2014	24	17.476 (3,029) 18.000 18.540 19.096	18.940 (3,283) 19.508 20.093 20.696	20.426 (3,541) 21.039 21.670 22.320	21.245 (3,682) 21.882 22.538 23.214	21.851 (3,787) 22.507 23.182 23.877	22.510 (3,902) 23.185 23.881 24.597	0.000 (0,000) 0.000 0.000 0.000	22.860 (3,962) 23.535 24.231 24.947	23.010 (3,988) 23.685 24.381 25.097
ACCTS PAY LIAISON CLERK ADMITTING CLERK ADMITTING CLERK (PBS) ANESTHESIOLOGY SYS CLERK BILLER I (PBS) CLINIC CLERK- PSYCH COMPUTER CLERK CONSTRUCTION LIAISON CLERK DEPARTMENT SECRETARY	20086 20120 21013 24107 20996 24919 24939 20070 20554	05	M3 10/1/2012 10/1/2013 10/1/2014	25	17.919 (3,106) 18.457 19.011 19.581	19.416 (3,365) 19.998 20.598 21.216	20.941 (3,630) 21.569 22.216 22.882	21.777 (3,775) 22.430 23.103 23.796	22.401 (3,883) 23.073 23.765 24.478	23.078 (4,000) 2 3.770 24.483 25.217	0.000 (0,000) 0.000 0.000 0.000	23.428 (4,061) 24.120 24.833 25.567	23.578 (4,087) 24.270 24.983 25.717

	JOB	00405	SAL	SAL	PAY ID 01 STEP 1	PAY ID 03 STEP 2	PAY ID 05 STEP 3	PAY ID 08 STEP 4	PAY ID 09 STEP 5	PAY ID 10 STEP 6	PAY ID 11 STEP 7	10 YEAR	15 YEAR
	CODE	GRADE	PLAN	GRADE	START	6 MO	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	LNG	LNG
DISABILITY CLAIMS PROC EMERGENCY DEPT SERV ASST	20145 24923												
E.R. AUTHORIZATION CLERK	24923 24917												
MEDICAL LIBRARY TECH	20387												
OR SYSTEMS CLERK	24922												
OUTSIDE UTILIZATION CLERK	24905												
PAIN TREATMENT PROG COORD	24912												
REVENUE SUPP CLERK-SD	24329												
SCHED CLERK EVS	24147												
SHIPPING AND RECV CLERK	40056												
STAFFING CLERK	24391												
SURGERY SERVICE CLERK	20569												
INVENTORY COORD	24031	06	M3	26	18.373	19.909	21.469	22.323	22.967	23.659	0.000	24.009	24.159
LOGISTICS SERVICE CLERK	20417				(3,185)	(3,451)	(3,721)	(3,869)	(3,981)	(4,101)	(0,000)	(4,162)	(4,188)
OPERATING ROOM CLERK	24924												
OUTPATIENT REFERRAL CLERK	20415		10/1/2012		18.924	20.506	22.113	22.993	23.656	24.369	0.000	24.719	24.869
QA INSPECTOR	24523		10/1/2013		19.492	21.121	22.776	23.683	24.366	25.100	0.000	25.450	25.600
QUALITY CONTROL CLERK	21039		10/1/2014		20.077	21.755	23.459	24.393	25.097	25.853	0.000	26.203	26.353
BED PLACEMENT CLERK	24272	07	M3	27	18.833	20.408	22.006	22.887	23.544	24.253	0.000	24.603	24.753
CLERK V (PBS) CONTINUING CARE ASST	21004 24927				(3,264)	(3,537)	(3,814)	(3,967)	(4,081)	(4,204)	(0,000)	(4,265)	(4,291)
COORD, AAMR SYSTEM	24517		10/1/2012		19.398	21.020	22.666	23.574	24.250	24.981	0.000	25.331	25.481
DEPARTMENT CLERK	24910		10/1/2013		19.980	21.651	23.346	24.281	24.978	25.730	0.000	26.080	26.230
DEPT CLERICAL COORD	24908		10/1/2014		20.579	22.301	24.046	25.009	25.727	26.502	0.000	26.852	27.002
MASTER SCHEDULER	24390												
MATERIALS MGMT CLERK II	24143												
MEMBER SERVICES ASST	20362												
² OHS CLAIMS PROCESSOR I	20185												
OR/SPD COMP SYSTEMS LIAISON	24630												
QUALITY ANALYST-MED OFF RECORDS	24553												
QUALITY RESOURCE MGMT CLERK	24526												
SURGERY SCHED COORD	24409												

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
APPOINTMENT CTR MASTER SCHEDULE BILLER II (PBS) DATA SUPPORT COORD	20626 20998 24639	08	М3	28	19.303 (3,346)	20.923 (3,627)	22.559 (3,910)	23.461 (4,067)	24.139 (4,184)	24.862 (4,309)	0.000 (0,000)	25.212 (4,370)	25.362 (4,396)
HOSPITAL UNIT COORD LEGAL SUPPORT COORD	24935 20293		10/1/2012 10/1/2013		19.882 20.478	21.551 22.198	23.236 23.933	24.165 24.890	24.863 25.609	25.608 26.376	0.000 0.000	25.958 26.726	26.108 26.876
² OHS CLAIMS PROCESSOR II REVENUE TECH SURG SCHED SYSTEMS LIAISON	24334 24333 24414		10/1/2014		21.092	22.864	24.651	25.637	26.377	27.167	0.000	27.517	27.667
FINANCIAL COUNSELOR FINANCIAL COUNSELOR II (PBS)	20180 21006	10	М3	30	20.290 (3,517)	21.987 (3,811)	23.711 (4,110)	24.657 (4,274)	25.366 (4,397)	26.131 (4,529)	0.000 (0,000)	26.481 (4,590)	26.631 (4,616)
			10/1/2012 10/1/2013 10/1/2014		20.899 21.526 22.172	22.647 23.326 24.026	24.422 25.155 25.910	25.397 26.159 26.944	26.127 26.911 27.718	26.915 27.722 28.554	0.000 0.000 0.000	27.265 28.072 28.904	27.415 28.222 29.054
EVALUATION & MANAGEMENT CODER	20667		М3	31	20.294 (3,518)	21.314 (3,694)	22.393 (3,881)	23.521 (4,077)	25.940 (4,496)	26.718 (4,631)	0.000 (0,000)	27.068 (4,692)	27.218 (4,718)
			10/1/2012 10/1/2013 10/1/2014		20.903 21.530 22.176	21.953 22.612 23.290	23.065 23.757 24.470	24.227 24.954 25.703	26.718 27.520 28.346	27.520 28.346 29.196	0.000 0.000 0.000	27.870 28.696 29.546	28.020 28.846 29.696
HEALTH INFORMATION CODER TRAINEE	20668		M3	32	20.294 (3,518)								
			10/1/2012 10/1/2013 10/1/2014		20.903 21.530 22.176								
PROFESSIONAL SERVICES CODER I	21030	12	М3	33	22.586	24.480	26.394	27.450	28.243	29.587	0.000	29.937	30.087

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START (2.015)	PAY ID 03 STEP 2 6 MO (4.242)	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR (4.75%)	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
			10/1/2012 10/1/2013 10/1/2014		(3,915) 23.264 23.962 24.681	(4,243) 25.214 25.970 26.749	(4,575) 27.186 28.002 28.842	(4,758) 28.274 29.122 29.996	(4,895) 29.090 29.963 30.862	(5,128) 30.475 31.389 32.331	(0,000) 0.000 0.000 0.000	(5,189) 30.825 31.739 32.681	(5,215) 30.975 31.889 32.831
PROFESSIONAL SERVICES CODER II EMERGENCY DEPARTMENT CODER	21031 21032	13	M3 10/1/2012 10/1/2013 10/1/2014	34	27.555 (4,776) 28.382 29.233 30.110	29.864 (5,176) 30.760 31.683 32.633	32.201 (5,581) 33.167 34.162 35.187	33.488 (5,805) 34.493 35.528 36.594	34.455 (5,972) 35.489 36.554 37.651	35.489 (6,151) 36.554 37.651 38.781	0.000 (0,000) 0.000 0.000 0.000	35.839 (6,212) 36.904 38.001 39.131	35.989 (6,238) 37.054 38.151 39.281

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SPD INSTRUMENT TECH SPD/OR TECH	36912 36908	04	M4	44	19.095 (3,310)	20.299 (3,518)	21.515 (3,729)	22.243 (3,855)	22.941 (3,976)	23.630 (4,096)	0.000 (0,000)	23.980 (4,157)	24.130 (4,183)
			10/1/2012 10/1/2013 10/1/2014		19.668 20.258 20.866	20.908 21.535 22.181	22.160 22.825 23.510	22.910 23.597 24.305	23.629 24.338 25.068	24.339 25.069 25.821	0.000 0.000 0.000	24.689 25.419 26.171	24.839 25.569 26.321
SPD INSTRUMENT TECH II SPD/OR TECH II	30732 30733	05	M4	45	19.571 (3,392)	20.808 (3,607)	22.053 (3,823)	22.802 (3,952)	23.516 (4,076)	24.223 (4,199)	0.000 (0,000)	24.573 (4,259)	24.723 (4,285)
			10/1/2012 10/1/2013 10/1/2014		20.158 20.763 21.386	21.432 22.075 22.737	22.715 23.396 24.098	23.486 24.191 24.917	24.221 24.948 25.696	24.950 25.699 26.470	0.000 0.000 0.000	25.300 26.049 26.820	25.450 26.199 26.970
BONE DENSITY ANAL TECH CARDIOLOGY TECH I JR. RADIOLOGY TECH	30518 36708 35922	06	M4	46	20.066 (3,478)	21.332 (3,698)	22.610 (3,919)	23.379 (4,052)	24.111 (4,179)	24.836 (4,305)	0.000 (0,000)	25.186 (4,366)	25.336 (4,392)
LAB ASST PATHOLOGY ASST	30045 30055		10/1/2012 10/1/2013 10/1/2014		20.668 21.288 21.927	21.972 22.631 23.310	23.288 23.987 24.707	24.080 24.802 25.546	24.834 25.579 26.346	25.581 26.348 27.138	0.000 0.000 0.000	25.931 26.698 27.488	26.081 26.848 27.638
ANESTHESIA TECH CARDIOLOGY TECH II CLINC TECHNICIAN	30516 36710 30810	07	M4	47	20.775 (3,601)	22.089 (3,829)	23.407 (4,057)	24.199 (4,194)	24.956 (4,326)	25.708 (4,456)	0.000 (0,000)	26.058 (4,517)	26.208 (4,543)
EEINC TECHNICIAN EEG TECH OPTICAL DISPENSER OPTOMETRIC TECH TISSUE TECH PATHOLOGY ASST II	30218 30353 30241 30411 30406		10/1/2012 10/1/2013 10/1/2014		21.398 22.040 22.701	22.752 23.435 24.138	24.109 24.832 25.577	24.925 25.673 26.443	25.705 26.476 27.270	26.479 27.273 28.091	0.000 0.000 0.000	26.829 27.623 28.441	26.979 27.773 28.591

OPIEU - LOCAL 30 TECHNICAL CLASSIFICATIONS

	JOB		SAL	SAL	PAY ID 01 STEP 1	PAY ID 03 STEP 2	PAY ID 05 STEP 3	PAY ID 08 STEP 4	PAY ID 09 STEP 5	PAY ID 10 STEP 6	PAY ID 11 STEP 7	10 YEAR	15 YEAR
JOB TITLE	CODE	GRADE	PLAN	GRADE	START	6 MO	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	LNG	LNG
DIET TECH	40091	08	M4	48	21.820	23.198	24.585	25.416	26.212	27.004	0.000	27.354	27.504
² HEMODIALYSIS TECH HNS MOHS ASST	30837 30793				(3,782)	(4,021)	(4,261)	(4,405)	(4,543)	(4,681)	(0,000)	(4,741)	(4,767)
HNS/ENT SURG TECH	36905		10/1/2012		22.475	23.894	25.323	26.178	26.998	27.814	0.000	28.164	28.314
			10/1/2013		23.149	24.611	26.083	26.963	27.808	28.648	0.000	28.998	29.148
			10/1/2014		23.843	25.349	26.865	27.772	28.642	29.507	0.000	29.857	30.007
¹ LAB APPRENTICE ASST	35618		M4	49	17.534	18.641	19.756	20.428	21.068	21.702	0.000	22.052	22.202
					(3,039)	(3,231)	(3,424)	(3,541)	(3,652)	(3,762)	(0,000)	(3,822)	(3,848)
			10/1/2012		18.060	19.200	20.349	21.041	21.700	22.353	0.000	22.703	22.853
			10/1/2013		18.602	19.776	20.959	21.672	22.351	23.024	0.000	23.374	23.524
			10/1/2014		19.160	20.369	21.588	22.322	23.022	23.715	0.000	24.065	24.215

¹NEW CLASSIFICATION EFF 11/1/2009 ²NEW CLASSIFICATION EFF 12/27/2010

OPIEU - LOCAL 30 SENIOR SERVICE AND MAINTENANCE

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR EVS SPEC SR FOOD SERVICE WORKER II	47879 45449	04	M5	54	16.560 (2,870)	17.323 (3,003)	17.918 (3,106)	19.374 (3,358)	20.284 (3,516)	20.852 (3,614)	1.350 (0,234)	21.202 (3,675)	21.352 (3,701)
			10/1/2012 10/1/2013 10/1/2014		17.016 17.486 17.970	17.802 18.296 18.804	18.415 18.927 19.454	19.915 20.472 21.046	20.852 21.441 22.075	21.441 22.075 22.727	1 .350 1.350 1.350	21.791 22.425 23.077	21.941 22.575 23.227
SR MAT MGMT SPECIALIST SR DRIVER SR WAREHOUSE WORKER	45436 47715 43547	05	M5	55	16.942 (2,937)	17.726 (3,073)	18.336 (3,178)	19.829 (3,437)	20.761 (3,599)	21.344 (3,700)	1.350 (0,234)	21.694 (3,760)	21.844 (3,786)
			10/1/2012 10/1/2013 10/1/2014		17.410 17.892 18.388	18.217 18.723 19.244	18.846 19.371 19.912	20.383 20.954 21.552	21.343 21.973 22.622	21.974 22.623 23.290	1.350 1.350 1.350	22.324 22.973 23.640	22.474 23.123 23.790
SR FIRST COOK	45471	07	M5	57	18.962 (3,287)	19.852 (3,441)	20.638 (3,577)	22.343 (3,873)	23.448 (4,064)	24.143 (4,185)	1.350 (0,234)	24.493 (4,245)	24.643 (4,271)
			10/1/2012 10/1/2013 10/1/2014		19.490 20.034 20.595	20.407 20.979 21.579	21.217 21.836 22.481	23.003 23.682 24.382	24.141 24.855 25.590	24.857 25.592 26.349	1.350 1.350 1.350	25.207 25.942 26.699	25.357 26.092 26.849

OPIEU - LOCAL 30 SENIOR PATIENT CARE CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR HOSPITAL AIDE I	36306	04	M5	74	17.943 (3,110)	18.779 (3,255)	19.343 (3,353)	21.181 (3,671)	21.804 (3,779)	22.445 (3,890)	0.350 (0,061)	22.795 (3,951)	22.945 (3,977)
			10/1/2012 10/1/2013 10/1/2014		18.441 18.954 19.482	19.302 19.841 20.396	19.883 20.439 21.012	21.797 22.441 23.104	22.447 23.110 23.792	23.108 23.790 24.494	1.350 1.350 1.350	23.458 24.140 24.844	23.608 24.290 24.994
SR LIFT TECHNICIAN	30809	05	M5	75	18.530 (3,212)	19.393 (3,361)	19.982 (3,464)	21.905 (3,797)	22.561 (3,911)	23.228 (4,026)	0.350 (0,061)	23.578 (4,087)	23.728 (4,113)
			10/1/2012 10/1/2013 10/1/2014		19.045 19.576 20.123	19.934 20.492 21.066	20.541 21.117 21.728	22.552 23.218 23.904	23.227 23.914 24.621	23.915 24.622 25.349	1.350 1.350 1.350	24.265 24.972 25.699	24.415 25.122 25.849
SR HLTH APPRAISAL ASST SR MEDICAL OFFICE ASST II	36969 36989	07	M5	77	19.404 (3,363)	20.310 (3,520)	20.928 (3,628)	23.003 (3,987)	23.694 (4,107)	24.392 (4,228)	0.350 (0,061)	24.742 (4,289)	24.892 (4,315)
			10/1/2012 10/1/2013 10/1/2014		19.946 20.504 21.079	20.879 21.471 22.104	21.523 22.159 22.813	23.682 24.382 25.104	24.394 25.115 25.859	25.113 25.857 26.622	1.350 1.350 1.350	25.463 26.207 26.972	25.613 26.357 27.122

OPIEU - LOCAL 30 SENIOR CLERICAL CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR DIET CLERK SR FILE CLERK	24907 24049	01	M5	61	17.307 (3,000)	18.619 (3,227)	19.964 (3,460)	20.381 (3,533)	20.599 (3,570)	21.178 (3,671)	1.350 (0,234)	21.528 (3,732)	21.678 (3,758)
			10/1/2012 10/1/2013 10/1/2014		17.786 18.279 18.787	19.137 19.671 20.221	20.522 21.097 21.706	20.952 21.550 22.186	21.176 21.792 22.436	21.794 22.438 23.100	1 .350 1.350 1.350	22.144 22.788 23.450	22.294 22.938 23.600
SR DATA ENTRY CLERK SR MEDICAL RECORDS CLERK II SR VENDING/FOOD SVCS CLERK	20333 24507 45450	02	M5	62	18.146 (3,145)	19.552 (3,389)	20.979 (3,636)	21.783 (3,776)	22.043 (3,821)	22.695 (3,934)	1.350 (0,234)	23.045 (3,994)	23.195 (4,020)
			10/1/2012 10/1/2013 10/1/2014		18.650 19.169 19.704	20.098 20.660 21.239	21.579 22.216 22.873	22.425 23.088 23.770	22.694 23.364 24.055	23.365 24.056 24.767	1.350 1.350 1.350	23.715 24.406 25.117	23.865 24.556 25.267
SR CENTREX OPERATOR SR CUSTOMER SUPPORT SPEC SR MEDICAL DATA PROCESSOR	20377 20006 20214	03	M5	63	18.398 (3,189)	19.826 (3,437)	21.275 (3,688)	22.108 (3,832)	22.374 (3,878)	23.034 (3,993)	1.350 (0,234)	23.384 (4,053)	23.534 (4,079)
SR NUTRITION SERVICES CLERK II SR REPROGRAPHICS CLERK SR SERVICE REP	25146 20679 25135		10/1/2012 10/1/2013 10/1/2014		18.909 19.436 19.979	20.380 20.951 21.548	21.899 22.546 23.212	22.761 23.433 24.126	23.034 23.715 24.416	23.715 24.416 25.138	1.350 1.350 1.350	24.065 24.766 25.488	24.215 24.916 25.638
SR SVC REP CASHIER (OPTICAL) SR CLINIC CLERK II SR HM CARE SVC ASST	25143 24903 24931	04	M5	64	18.826 (3,263)	20.290 (3,517)	21.797 (3,778)	22.657 (3,927)	23.294 (4,038)	23.986 (4,158)	1.350 (0,234)	24.336 (4,218)	24.486 (4,244)
SR IMGNG DEPT SCHEDULER SR INTERMEDIATE CLERK TYPIST SR MED REC CLERK III	24931 25123 24510 24508		10/1/2012 10/1/2013 10/1/2014		19.350 19.890 20.446	20.858 21.448 22.081	22.441 23.104 23.786	23.326 24.015 24.725	23.982 24.691 25.421	24.694 25.425 26.177	1.350 1.350 1.350	25.044 25.775 26.527	25.194 25.925 26.677
SR ADMITTING CLERK	20125	05	M5	65	19.269	20.766	22.338	23.216	23.871	24.582	1.350	24.932	25.082

OPIEU - LOCAL 30 SENIOR CLERICAL CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR CLINIC CLERK- PSYCH	20490				(3,340)	(3,599)	(3,872)	(4,024)	(4,138)	(4,261)	(0,234)	(4,322)	(4,348)
SR EMER DEPT SERV ASST	20929		40/4/0040		40.007	04 0 40	00.007	00.000	04 577	05 000	4 950	05 050	05 000
SR SHIPPING/RECEIVING CLERK	43549		10/1/2012 10/1/2013		19.807	21.348 21.978	22.997 23.677	23.902 24.608	24.577 25.303	25.309 26.057	1.350	25.659	25.809 26.557
			10/1/2013		20.361 20.931	21.978	23.677 24.376	24.608	25.303 26.052	26.057	1.350 1.350	26.407 27.178	26.557 27.328
			10/1/2014		20.001	22.021	24.070	20.000	20.002	20.020	1.000	27.170	21.020
SR LOGISTICS SERVICE CLERK	24173	06	M5	66	19.723	21.259	22.892	23.789	24.465	25.192	1.350	25.542	25.692
SR OUTPATIENT REFERRAL CLERK	24124				(3,419)	(3,685)	(3,968)	(4,123)	(4,241)	(4,367)	(0,234)	(4,427)	(4,453)
			10/1/2012		20.274	21.881	23.569	24.493	25.189	25.937	1.350	26.287	26.437
			10/1/2013		20.842	22.527	24.265	25.217	25.934	26.705	1.350	27.055	27.205
			10/1/2014		21.431	23.193	24.982	25.963	26.702	27.496	1.350	27.846	27.996
SR BED PLACEMENT CLERK	20687	07	M5	67	20.183	21.778	23.456	24.381	25.071	25.816	1.350	26.166	26.316
SR CONTINUING CARE ASST SR MATERIALS MGMT CLERK II	24928 24146				(3,498)	(3,775)	(4,066)	(4,226)	(4,346)	(4,475)	(0,234)	(4,535)	(4,561)
SR MEMB SERVICES CLERK	24397		10/1/2012		20.748	22.421	24.149	25.103	25.813	26.580	1.350	26.930	27.080
SR SURGERY SCHED COORD	24113		10/1/2013		21.330	23.084	24.863	25.845	26.577	27.367	1.350	27.717	27.867
			10/1/2014		21.958	23.766	25.598	26.609	27.363	28.177	1.350	28.527	28.677
SR OHS CLAIM PROCESSOR	24335	08	M5	68	20.653	22.319	24.037	24.984	25.696	26.455	1.350	26.805	26.955
SR REVENUE TECH	45438		-		(3,580)	(3,869)	(4,166)	(4,331)	(4,454)	(4,586)	(0,234)	(4,646)	(4,672)
			10/1/2012		21.232	22.979	24.748	25.723	26.456	27.238	1.350	27.588	27.738
			10/1/2013		21.852	23.658	25.480	26.485	27.239	28.045	1.350	28.395	28.545
			10/1/2014		22.497	24.357	26.234	27.269	28.046	28.875	1.350	29.225	29.375

OPIEU - LOCAL 30 SENIOR TECHNICAL CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR SPD INSTR TECH SR SPD/OR TECH	36913 36911	04	M5	84	20.445 (3,544)	21.664 (3,755)	22.941 (3,976)	23.705 (4,109)	24.438 (4,236)	25.162 (4,361)	0.350 (0,061)	25.512 (4,422)	25.662 (4,448)
			10/1/2012 10/1/2013 10/1/2014		21.018 21.621 22.259	22.303 22.962 23.640	23.618 24.316 25.036	24.406 25.127 25.870	25.160 25.905 26.671	25.906 26.672 27.462	1.350 1.350 1.350	26.256 27.022 27.812	26.406 27.172 27.962
SPD INSTRUMENT TECH II SPD/OR TECH II	30734 30735	04	M5	85	20.921 (3,626)	22.198 (3,848)	23.506 (4,074)	24.292 (4,211)	25.042 (4,341)	25.784 (4,469)	0.350 (0,061)	26.134 (4,530)	26.284 (4,556)
			10/1/2012 10/1/2013 10/1/2014		21.516 22.151 22.805	22.854 23.529 24.224	24.201 24.916 25.653	25.010 25.751 26.513	25.782 26.545 27.331	26.548 27.334 28.144	1.350 1.350 1.350	26.898 27.684 28.494	27.048 27.834 28.644
SENIOR LAB ASSISTANT	35614	06	M5	86	21.419 (3,713)	22.749 (3,943)	24.091 (4,176)	24.898 (4,316)	25.667 (4,449)	26.428 (4,581)	0.350 (0,061)	26.778 (4,642)	26.928 (4,668)
			10/1/2012 10/1/2013 10/1/2014		22.051 22.702 23.373	23.421 24.113 24.826	24.802 25.536 26.292	25.634 26.392 27.173	26.426 27.208 28.013	27.210 28.015 28.845	1.350 1.350 1.350	27.560 28.365 29.195	27.710 28.515 29.345
SR CARDIOLOGY TECH SR OPTICAL DISPENSER	30183 30359	07	M5	87	22.164 (3,842)	23.543 (4,081)	24.927 (4,321)	25.759 (4,465)	26.554 (4,603)	27.343 (4,739)	0.350 (0,061)	27.693 (4,800)	27.843 (4,826)
			10/1/2012 10/1/2013 10/1/2014		22.818 23.492 24.186	24.240 24.957 25.695	25.664 26.424 27.206	26.521 27.307 28.115	27.340 28.150 28.984	28.153 28.987 29.846	1.350 1.350 1.350	28.503 29.337 30.196	28.653 29.487 30.346

OPIEU - LOCAL 30 MARKET SENSITIVE CLERICAL CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
CANCER REGISTRAR ASST	20228		M6	21	23.697 (4,107)	25.722 (4,458)	28.009 (4,855)	28.670 (4,969)	28.936 (5,016)	29.807 (5,167)	0.000 (0,000)	30.157 (5,227)	30.307 (5,253)
			10/1/2012 10/1/2013 10/1/2014		24.408 25.140 25.894	26.494 27.289 28.108	28.849 29.714 30.605	29.530 30.416 31.328	29.804 30.698 31.619	30.701 31.622 32.571	0.000 0.000 0.000	31.051 31.972 32.921	31.201 32.122 33.071
MEDICAL TRANSCRIBER ¹ PATHOLOGY TRANSCRIBER	20315 30834		M6	22	21.529 (3,732)	23.371 (4,051)	25.450 (4,411)	26.051 (4,515)	26.294 (4,558)	27.086 (4,695)	0.000 (0,000)	27.436 (4,756)	27.586 (4,782)
			10/1/2012 10/1/2013 10/1/2014		22.175 22.840 23.525	24.072 24.794 25.538	26.214 27.000 27.810	26.833 27.638 28.467	27.083 27.895 28.732	27.899 28.736 29.598	0.000 0.000 0.000	28.249 29.086 29.948	28.399 29.236 30.098
CANCER REGISTRAR	20222		M6	24	27.420 (4,753)	29.765 (5,159)	32.413 (5,618)	33.175 (5,750)	33.482 (5,804)	34.491 (5,978)	0.000 (0,000)	34.841 (6,039)	34.991 (6,065)
			10/1/2012 10/1/2013 10/1/2014		28.243 29.090 29.963	30.658 31.578 32.525	33.385 34.387 35.419	34.170 35.195 36.251	34.486 35.521 36.587	35.526 36.592 37.690	0.000 0.000 0.000	35.876 36.942 38.040	36.026 37.092 38.190
HEALTH INFORMATION CODER	20669		M6	25	29.626 (5,135)	30.993 (5,372)	32.507 (5,635)	34.485 (5,977)	38.028 (6,592)	39.170 (6,789)	0.000 (0,000)	39.520 (6,850)	39.670 (6,876)
			10/1/2012 10/1/2013		30.515 31.430	31.923 32.881	33.482 34.486	35.520 36.586	39.169 40.344	40.345 41.555	0.000 0.000	40.695 41.905	40.845 42.055

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OPIEU - LOCAL 30 MARKET SENSITIVE CLERICAL CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
			10/1/2014	-	32.373	33.867	35.521	37.684	41.554	42.802	0.000	43.152	43.302
HEALTH INFORMATION CODER II	20670		M6	23	32.933	34.450	36.134	38.332	42.268	43.537	0.000	43.887	44.037
					(5,708)	(5,971)	(6,263)	(6,644)	(7,326)	(7,546)	(0,000)	(7,607)	(7,633)
			10/1/2012		33.921	35.484	37.218	39.482	43.536	44.843	0.000	45.193	45.343
			10/1/2013		34.939	36.549	38.335	40.666	44.842	46.188	0.000	46.538	46.688
			10/1/2014		35.987	37.645	39.485	41.886	46.187	47.574	0.000	47.924	48.074
												17 100	
HEALTH INFORMATION CODER II	20671		M6	26	35.411	37.045	38.854	41.219	45.449	46.812	0.000	47.162	47.312
					(6,138)	(6,421)	(6,735)	(7,145)	(7,878)	(8,114)	(0,000)	(8,175)	(8,201)
			10/1/2012		36.473	38.156	40.020	42.456	46.812	48.216	0.000	48.566	48.716
			10/1/2013		37.567	39.301	41.221	43.730	48.216	49.662	0.000	50.012	50.162
			10/1/2014		38.694	40.480	42.458	45.042	49.662	51.152	0.000	51.502	51.652

¹NEW CLASSIFICATION EFFECTIVE 7/12/10

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
VISION ASSISTANT II	37032		M6	31	21.241 (3,682)	22.307 (3,867)	23.144 (4,012)	25.702 (4,455)	26.894 (4,662)	27.701 (4,801)	0.000 (0,000)	28.051 (4,862)	28.201 (4,888)
			10/1/2012 10/1/2013 10/1/2014		21.878 22.534 23.210	22.976 23.665 24.375	23.838 24.553 25.290	26.473 27.267 28.085	27.701 28.532 29.388	28.532 29.388 30.270	0.000 0.000 0.000	28.882 29.738 30.620	29.032 29.888 30.770
L.V.N. MASSAGE THERAPIST	30137 30469		M6	32	21.650 (3,753)	22.736 (3,941)	23.589 (4,089)	26.199 (4,541)	27.411 (4,751)	28.236 (4,894)	0.000 (0,000)	28.586 (4,955)	28.736 (4,981)
			10/1/2012 10/1/2013 10/1/2014		22.300 22.969 23.658	23.418 24.121 24.845	24.297 25.026 25.777	26.985 27.795 28.629	28.233 29.080 29.952	29.083 29.955 30.854	0.000 0.000 0.000	29.433 30.305 31.204	29.583 30.455 31.354
LVN II INPATIENT L.V.N. II OUTPATIENT	30775 30173		M6	33	25.104 (4,351)	26.190 (4,540)	27.045 (4,688)	29.653 (5,140)	30.867 (5,350)	31.794 (5,511)	0.000 (0,000)	32.144 (5,572)	32.294 (5,598)
			10/1/2012 10/1/2013 10/1/2014		25.857 26.633 27.432	26.976 27.785 28.619	27.856 28.692 29.553	30.543 31.459 32.403	31.793 32.747 33.729	32.748 33.730 34.742	0.000 0.000 0.000	33.098 34.080 35.092	33.248 34.230 35.242

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
CONTACT LENS FITTER	30347		M6	40	21.183 (3,672)	22.253 (3,857)	23.674 (4,103)	25.010 (4,335)	26.466 (4,587)	27.260 (4,725)	0.000 (0,000)	27.610 (4,786)	27.760 (4,812)
			10/1/2012 10/1/2013 10/1/2014		21.818 22.473 23.147	22.921 23.609 24.317	24.384 25.116 25.869	25.760 26.533 27.329	27.260 28.078 28.920	28.078 28.920 29.788	0.000 0.000 0.000	28.428 29.270 30.138	28.578 29.420 30.288
OPTHALMIC TECH I	36798		M6	41	23.933 (4,148)	25.136 (4,357)	26.813 (4,648)	28.560 (4,950)	30.418 (5,272)	31.332 (5,431)	0.000 (0,000)	31.682 (5,492)	31.832 (5,518)
			10/1/2012 10/1/2013 10/1/2014		24.651 25.391 26.153	25.890 26.667 27.467	27.617 28.446 29.299	29.417 30.300 31.209	31.331 32.271 33.239	32.272 33.240 34.237	0.000 0.000 0.000	32.622 33.590 34.587	32.772 33.740 34.737
TECH ASST SURGICAL TECHNOLOGIST I ³ PATHOLOGY TECHNICIAN	36904 30292 30835		M6	42	22.151 (3,839)	23.269 (4,033)	24.751 (4,290)	26.148 (4,532)	27.671 (4,796)	28.502 (4,940)	0.000 (0,000)	28.852 (5,001)	29.002 (5,027)
			10/1/2012 10/1/2013 10/1/2014		22.816 23.500 24.205	23.967 24.686 25.427	25.494 26.259 27.047	26.932 27.740 28.572	28.501 29.356 30.237	29.357 30.238 31.145	0.000 0.000 0.000	29.707 30.588 31.495	29.857 30.738 31.645
ORTHOPEDIC TECH	30224		M6	43	22.872 (3,964)	24.017 (4,163)	25.428 (4,408)	26.790 (4,644)	28.186 (4,886)	29.032 (5,032)	0.000 (0,000)	29.382 (5,093)	29.532 (5,119)
			10/1/2012 10/1/2013 10/1/2014		23.558 24.265 24.993	24.738 25.480 26.244	26.191 26.977 27.786	27.594 28.422 29.275	29.032 29.903 30.800	29.903 30.800 31.724	0.000 0.000 0.000	30.253 31.150 32.074	30.403 31.300 32.224

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
COTA LICENSED PHYS THRPY ASST	35350 30022		M6	44	25.460 (4,413)	26.734 (4,634)	28.081 (4,867)	29.491 (5,112)	30.973 (5,369)	31.902 (5,530)	0.000 (0,000)	32.252 (5,590)	32.402 (5,616)
³ PATHOLOGY TISSUE TECH	30836				(, ,	(, ,		(,				. ,	
			10/1/2012		26.224	27.536	28.923	30.376	31.902	32.859	0.000	33.209	33.359
			10/1/2013 10/1/2014		27.011 27.821	28.362 29.213	29.791 30.685	31.287 32.226	32.859 33.845	33.845 34.860	0.000 0.000	34.195 35.210	34.345 35.360
RAD TECH	30087		M6	45	33.244	34.907	36.874	38.724	40.660	41.685	42.741	43.091	43.241
					(5,762)	(6,051)	(6,391)	(6,712)	(7,048)	(7,225)	(7,408)	(7,469)	(7,495)
			10/1/2012		34.241	35.954	37.980	39.886	41.880	42.936	44.023	44.373	44.523
			10/1/2013		35.268	37.033	39.119	41.083	43.136	44.224	45.344	45.694	45.844
			10/1/2014		36.326	38.144	40.293	42.315	44.430	45.551	46.704	47.054	47.204
CARDIO-PULMONARY TECH	36712		M6	46	31.831 (5,517)	33.422 (5,793)	35.656 (6,180)	37.978 (6,583)	40.447 (7,011)	42.064 (7,291)	43.751 (7,583)	44.101 (7,644)	44.251 (7,670)
			10/1/2012		32.786	34.425	36.726	39.117	41.660	43.326	45.064	45.414	45.564
			10/1/2013		33.770	35.458	37.828	40.291	42.910	44.626	46.416	46.766	46.916
			10/1/2014		34.783	36.522	38.963	41.500	44.197	45.965	47.808	48.158	48.308
UROLOGY TECH	30207		M6	47	28.757 (4,985)	30.199 (5,234)	31.970 (5,541)	33.681 (5,838)	35.432 (6,142)	36.850 (6,387)	38.326 (6,643)	38.676 (6,704)	38.826 (6,730)
			10/1/2012		29.620	31.105	32.929	34.691	36.495	37.956	39.476	39.826	39.976
			10/1/2012		30.509	32.038	33.917	35.732	37.590	39.095	40.660	41.010	41.160
			10/1/2014		31.424	32.999	34.935	36.804	38.718	40.268	41.880	42.230	42.380
SURGICAL TECHNOLOGIST II	30297		M6	48	23.262	24.436	25.989	27.462	29.057	29.929	0.000	30.279	30.429

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
					(4,032)	(4,236)	(4,505)	(4,760)	(5,037)	(5,188)	(0,000)	(5,248)	(5,274)
			10/1/2012 10/1/2013 10/1/2014		23.960 24.679 25.419	25.169 25.924 26.702	26.769 27.572 28.399	28.286 29.135 30.009	29.929 30.827 31.752	30.827 31.752 32.705	0.000 0.000 0.000	31.177 32.102 33.055	31.327 32.252 33.205
ANGIO/INTERVENTIONAL TECH	35933		M6	50	34.749 (6,023)	36.488 (6,325)	38.522 (6,677)	41.046 (7,115)	43.672 (7,570)	44.774 (7,761)	45.906 (7,957)	46.256 (8,018)	46.406 (8,044)
			10/1/2012 10/1/2013 10/1/2014		35.791 36.865 37.971	37.583 38.710 39.871	39.678 40.868 42.094	42.277 43.545 44.851	44.982 46.331 47.721	46.117 47.501 48.926	47.283 48.701 50.162	47.633 49.051 50.512	47.783 49.201 50.662
COMPUTER TOMOGRAPHY TECH	30095		M6	67	35.093 (6,083)	36.847 (6,387)	38.902 (6,743)	41.450 (7,185)	44.104 (7,645)	45.215 (7,837)	46.360 (8,036)	46.710 (8,096)	46.860 (8,122)
			10/1/2012 10/1/2013 10/1/2014		36.146 37.230 38.347	37.952 39.091 40.264	40.069 41.271 42.509	42.694 43.975 45.294	45.427 46.790 48.194	46.571 47.968 49.407	47.751 49.184 50.660	48.101 49.534 51.010	48.251 49.684 51.160
MRI TECH	36932		M6	68	36.123 (6,261)	37.932 (6,575)	40.047 (6,941)	42.671 (7,396)	45.399 (7,869)	46.547 (8,068)	47.723 (8,272)	48.073 (8,333)	48.223 (8,359)
			10/1/2012 10/1/2013 10/1/2014		37.207 38.323 39.473	39.070 40.242 41.449	41.248 42.485 43.760	43.951 45.270 46.628	46.761 48.164 49.609	47.943 49.381 50.862	49.155 50.630 52.149	49.505 50.980 52.499	49.655 51.130 52.649
CARDIOVASCULAR TECH	30412		M6	66	30.520 (5,290)	32.059 (5,557)	34.165 (5,922)	36.933 (6,402)	39.865 (6,910)	41.462 (7,187)	43.122 (7,474)	43.472 (7,535)	43.622 (7,561)

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
			10/1/2012		31.436	33.021	35.190	38.041	41.061	42.706	44.416	44.766	44.916
			10/1/2013		32.379	34.012	36.246	39.182	42.293	43.987	45.748	46.098	46.248
			10/1/2014		33.350	35.032	37.333	40.357	43.562	45.307	47.120	47.470	47.620
ECHO TECH I	30197		M6	52	33.441	35.115	37.428	40.464	43.670	45.419	47.234	47.584	47.734
					(5,796)	(6,087)	(6,488)	(7,014)	(7,569)	(7,873)	(8,187)	(8,248)	(8,274)
			10/1/2012		34.444	36.168	38.551	41.678	44.980	46.782	48.651	49.001	49.151
			10/1/2013		35.477	37.253	39.708	42.928	46.329	48.185	50.111	50.461	50.611
			10/1/2014		36.541	38.371	40.899	44.216	47.719	49.631	51.614	51.964	52.114
OPTHALMIC TECH II	36799		M6	53	26.320	27.646	29.486	31.410	33.450	34.457	0.000	34.807	34.957
					(4,562)	(4,792)	(5,111)	(5,444)	(5,798)	(5,973)	(0,000)	(6,033)	(6,059)
			10/1/2012		27.110	28.475	30.371	32.352	34.454	35.491	0.000	35.841	35.991
			10/1/2013		27.923	29.329	31.282	33.323	35.488	36.556	0.000	36.906	37.056
			10/1/2014		28.761	30.209	32.220	34.323	36.553	37.653	0.000	38.003	38.153
NUCLEAR MEDICINE TECH	30255		M6	54	44.601 (7,731)	46.832 (8,118)	48.787 (8,456)	50.434 (8,742)	52.218 (9,051)	53.535 (9,279)	54.886 (9,514)	55.236 (9,574)	55.386 (9,600)
			10/1/2012	3%	45.939	48.237	50.251	51.947	53.785	55.141	56.533	56.883	57.033
			10/1/2013		47.317	49.684	51.759	53.505	55.399	56.795	58.229	58.579	58.729
			10/1/2014		48.737	51.175	53.312	55.110	57.061	58.499	59.976	60.326	60.476
¹ 3D IMAGING TECH DIAGNOSTIC MED SONOG I ² PERIPHERAL VASCULAR TECH	30818 30266 30410		M6	56	36.452 (6,318)	38.273 (6,634)	40.218 (6,971)	42.714 (7,404)	45.278 (7,848)	46.420 (8,046)	47.594 (8,250)	47.944 (8,310)	48.094 (8,336)

JOB TITLE	JOB CODE	GRADE	SAL PLAN 10/1/2012	SAL GRADE	PAY ID 01 STEP 1 START 37.546	PAY ID 03 STEP 2 6 MO 39.421	PAY ID 05 STEP 3 1 YEAR 41.425	PAY ID 08 STEP 4 2 YEAR 43.995	PAY ID 09 STEP 5 3 YEAR 46.636	PAY ID 10 STEP 6 4 YEAR 47.813	PAY ID 11 STEP 7 5 YEAR 49.022	10 YEAR LNG 49.372	15 YEAR LNG 49.522
			10/1/2013 10/1/2014		38.672 39.832	40.604 41.822	42.668 43.948	45.315 46.674	48.035 49.476	49.247 50.724	50.493 52.008	50.843 52.358	50.993 52.508
RESPIRATORY CARE PRACT	30076		M6	57	31.902 (5,530)	33.508 (5,808)	35.186 (6,099)	36.956 (6,406)	38.817 (6,728)	39.982 (6,930)	0.000 (0,000)	40.332 (6,991)	40.482 (7,017)
			10/1/2012 10/1/2013 10/1/2014		32.859 33.845 34.860	34.513 35.548 36.614	36.242 37.329 38.449	38.065 39.207 40.383	39.982 41.181 42.416	41.181 42.416 43.688	0.000 0.000 0.000	41.531 42.766 44.038	41.681 42.916 44.188
HISTOLOGY TECH	30066		M6	58	25.816 (4,475)	27.443 (4,757)	29.079 (5,040)	30.063 (5,211)	31.003 (5,374)	31.934 (5,535)	0.000 (0,000)	32.284 (5,596)	32.434 (5,622)
			10/1/2012 10/1/2013 10/1/2014		26.590 27.388 28.210	28.266 29.114 29.987	29.951 30.850 31.776	30.965 31.894 32.851	31.933 32.891 33.878	32.892 33.879 34.895	0.000 0.000 0.000	33.242 34.229 35.245	33.392 34.379 35.395
RCP NEW GRADS	35731		M6	59	24.586 (4,262)								
			10/1/2012 10/1/2013 10/1/2014		25.324 26.084 26.867								
DIAGNOSTIC MED SONOG II	36831		M6	60	37.544 (6,508)	39.422 (6,833)	42.875 (7,432)	45.066 (7,811)	48.053 (8,329)	49.977 (8,663)	51.981 (9,010)	52.331 (9,071)	52.481 (9,097)
			10/1/2012		38.670	40.605	44.161	46.418	49.495	51.476	53.540	53.890	54.040

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
			10/1/2013 10/1/2014	••••=	39.830 41.025	41.823 43.078	45.486 46.851	47.811 49.245	50.980 52.509	53.020 54.611	55.146 56.800	55.496 57.150	55.646 57.300
NEURODIAGNOSTIC TECH	36725		M6	61	30.138 (5,224)	31.646 (5,485)	33.947 (5,884)	35.102 (6,084)	36.194 (6,274)	37.643 (6,525)	39.148 (6,786)	39.498 (6,846)	39.648 (6,872)
			10/1/2012 10/1/2013 10/1/2014		31.042 31.973 32.932	32.595 33.573 34.580	34.965 36.014 37.094	36.155 37.240 38.357	37.280 38.398 39.550	38.772 39.935 41.133	40.322 41.532 42.778	40.672 41.882 43.128	40.822 42.032 43.278
ORTHOPEDIC TECH II	30482		M6	62	28.046 (4,861)	29.452 (5,105)	31.180 (5,405)	32.850 (5,694)	34.553 (5,989)	35.593 (6,169)	0.000 (0,000)	35.943 (6,230)	36.093 (6,256)
			10/1/2012 10/1/2013 10/1/2014		28.887 29.754 30.647	30.336 31.246 32.183	32.115 33.078 34.070	33.836 34.851 35.897	35.590 36.658 37.758	36.661 37.761 38.894	0.000 0.000 0.000	37.011 38.111 39.244	37.161 38.261 39.394
ЕСНО ТЕСН II	30196		M6	63	36.778 (6,375)	38.617 (6,694)	41.187 (7,139)	44.524 (7,717)	48.053 (8,329)	49.977 (8,663)	51.981 (9,010)	52.331 (9,071)	52.481 (9,097)
			10/1/2012 10/1/2013 10/1/2014		37.881 39.017 40.188	39.776 40.969 42.198	42.423 43.696 45.007	45.860 47.236 48.653	49.495 50.980 52.509	51.476 53.020 54.611	53.540 55.146 56.800	53.890 55.496 57.150	54.040 55.646 57.300
MAMMOGRAPHY TECH I	30202		M6	64	34.907 (6,051)	36.653 (6,353)	38.719 (6,711)	40.659 (7,048)	42.694 (7,400)	43.770 (7,587)	44.877 (7,779)	45.227 (7,839)	45.377 (7,865)
			10/1/2012 10/1/2013		35.954 37.033	37.753 38.886	39.881 41.077	41.879 43.135	43.975 45.294	45.083 46.435	46.223 47.610	46.573 47.960	46.723 48.110

OPIEU - LOCAL 30 MARKET SENSITIVE TECHNICAL CLASSIFICATIONS

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
			10/1/2014		38.144	40.053	42.309	44.429	46.653	47.828	49.038	49.388	49.538
MAMMOGRAPHY TECH II	30205		M6	65	36.652 (6,353)	38.485 (6,671)	40.654 (7,047)	42.692 (7,400)	44.828 (7,770)	45.958 (7,966)	47.121 (8,168)	47.471 (8,228)	47.621 (8,254)
			10/1/2012 10/1/2013 10/1/2014		37.752 38.885 40.052	39.640 40.829 42.054	41.874 43.130 44.424	43.973 45.292 46.651	46.173 47.558 48.985	47.337 48.757 50.220	48.535 49.991 51.491	48.885 50.341 51.841	49.035 50.491 51.991

¹NEW CLASSIFICATION EFFECTIVE 10/6/2008

² CLASSIFICATION MOVED FROM M6 55 TO M6 56 EFFECTIVE 12/XX/09. SALARY PLAN M5-55 HAS BEEN MADE INACTIVE IN PEOPLE SOFT.

³NEW CLASSIFICATION EFFECTIVE 7/12/10

JOB TITLE	JOB CODE		AL SAL AN GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR ORTHOPEDIC TECH	30230	Ν	17 72	24.366 (4,102)	25.568 (4,304)	27.049 (4,554)	28.480 (4,795)	29.945 (5,041)	30.834 (5,190)	0.000 (0,061)	31.184 (5,251)	31.334 (5,277)
		10/1	/2012 /2013 /2014	25.086 25.828 26.593	26.325 27.104 27.906	27.851 28.676 29.525	29.324 30.193 31.089	30.834 31.748 32.690	31.748 32.690 33.660	1.350 1.350 1.350	32.098 33.040 34.010	32.248 33.190 34.160
SR LIC PHYS THERAPY ASST	35353	Ν	/7 73	27.083 (4,559)	28.421 (4,785)	29.835 (5,022)	31.316 (5,272)	32.872 (5,534)	33.847 (5,698)	0.000 (0,061)	34.197 (5,758)	34.347 (5,784)
		10/1	/2012 /2013 /2014	27.885 28.712 29.562	29.263 30.130 31.024	30.719 31.631 32.569	32.245 33.201 34.187	33.847 34.852 35.887	34.852 35.887 36.953	1.350 1.350 1.350	35.202 36.237 37.303	35.352 36.387 37.453
SR RAD TECH	30099	Ν	/7 74	35.256 (5,935)	37.002 (6,229)	39.068 (6,576)	41.010 (6,903)	43.043 (7,245)	44.119 (7,426)	45.228 (7,613)	45.578 (7,674)	45.728 (7,700)
		10/1	/2012 /2013 /2014	36.303 37.381 38.492	38.102 39.235 40.401	40.229 41.425 42.658	42.230 43.487 44.781	44.324 45.643 47.002	45.433 46.785 48.179	46.574 47.961 49.389	46.924 48.311 49.739	47.074 48.461 49.889
SR UROLOGY TECH	36749	Ν	17 75	30.545 (5,142)	32.059 (5,397)	33.919 (5,710)	35.715 (6,012)	37.554 (6,321)	39.043 (6,572)	40.592 (6,833)	40.942 (6,894)	41.092 (6,920)
		10/1	/2012 /2013 /2014	31.451 32.384 33.345	33.010 33.990 34.999	34.925 35.963 37.032	36.776 37.869 38.994	38.670 39.820 41.004	40.204 41.400 42.631	41.800 43.043 44.324	42.150 43.393 44.674	42.300 43.543 44.824
³ SR SURGICAL TECH	30844	Ν	<i>N</i> 7 83	24.775 (4,171)	26.008 (4,378)	27.638 (4,653)	29.185 (4,913)	30.860 (5,195)	31.775 (5,349)	0.000 (0,000)	32.125 (5,410)	32.275 (5,436)

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
			10/1/2012 10/1/2013 10/1/2014		25.508 26.263 27.040	26.777 27.570 28.387	28.457 29.301 30.169	30.050 30.942 31.859	31.775 32.718 33.690	32.718 33.690 34.690	1.350 1.350 1.350	33.068 34.040 35.040	33.218 34.190 35.190
SR ANGIOGRAM/INTERVEN TECH	30462		M7	78	36.836	38.662	40.798	43.448	46.206	47.363	48.551	48.901	49.051
			10/1/2012 10/1/2013 10/1/2014		(6,201) 37.931 39.058 40.220	(6,508) 39.812 40.996 42.215	(6,867) 42.012 43.261 44.549	(7,313) 44.741 46.072 47.444	(7,777) 47.581 48.998 50.457	(7,972) 48.773 50.226 51.722	(8,172) 49.997 51.486 53.020	(8,233) 50.347 51.836 53.370	(8,259) 50.497 51.986 53.520
SR COMPUTER TOMOG TECH	35939		M7	76	37.198 (6,262)	39.039 (6,572)	41.197 (6,935)	43.873 (7,385)	46.659 (7,854)	47.826 (8,050)	49.028 (8,253)	49.378 (8,313)	49.528 (8,339)
			10/1/2012 10/1/2013 10/1/2014		38.303 39.442 40.614	40.200 41.396 42.627	42.422 43.685 44.984	45.179 46.524 47.909	48.048 49.480 50.954	49.250 50.716 52.227	50.489 51.993 53.543	50.839 52.343 53.893	50.989 52.493 54.043
SR MRI TECH	30109		M7	77	38.279 (6,444)	40.179 (6,763)	42.399 (7,137)	45.155 (7,600)	48.019 (8,083)	49.224 (8,285)	50.459 (8,493)	50.809 (8,554)	50.959 (8,580)
			10/1/2012 10/1/2013 10/1/2014		39.417 40.589 41.797	41.374 42.604 43.871	43.660 44.959 46.298	46.499 47.884 49.309	49.449 50.922 52.439	50.690 52.200 53.755	51.963 53.512 55.106	52.313 53.862 55.456	52.463 54.012 55.606
SR OPTHALMIC TECH	36789		M7	79	27.986 (4,711)	29.378 (4,946)	31.310 (5,271)	33.331 (5,611)	35.473 (5,971)	36.530 (6,149)	0.000 (0,061)	36.880 (6,210)	37.030 (6,236)
			10/1/2012 10/1/2013		28.816 29.669	30.249 31.145	32.240 33.196	34.320 35.339	36.527 37.612	37.616 38.734	1.350 1.350	37.966 39.084	38.116 39.234

	JOB		SAL	SAL	PAY ID 01 STEP 1	PAY ID 03 STEP 2	PAY ID 05 STEP 3	PAY ID 08 STEP 4	PAY ID 09 STEP 5	PAY ID 10 STEP 6	PAY ID 11 STEP 7	10 YEAR	15 YEAR
JOB TITLE	CODE	GRADE	PLAN 10/1/2014	GRADE	START 30.549	6 MO 32.069	1 YEAR 34.181	2 YEAR 36.389	3 YEAR 38.731	4 YEAR 39.886	5 YEAR 1.350	LNG 40.236	LNG 40.386
SR NUCLEAR MEDICINE TECH	30260		M7	80	47.181 (7,942)	49.524 (8,336)	51.576 (8,681)	53.306 (8,972)	55.179 (9,288)	56.562 (9,520)	57.980 (9,759)	58.330 (9,819)	58.480 (9,845)
			10/1/2012 10/1/2013 10/1/2014		48.586 50.033 51.524	50.999 52.518 54.084	53.114 54.697 56.328	54.894 56.530 58.216	56.824 58.519 60.264	58.248 59.985 61.774	59.710 61.490 63.325	60.060 61.840 63.675	60.210 61.990 63.825
SR DIAGNOSTIC MED SONOG I ² SR PERIPHERAL VASCULAR TECH	30272 30832		M7	81	38.625 (6,502)	40.537 (6,823)	42.579 (7,167)	45.200 (7,608)	47.892 (8,061)	49.091 (8,263)	50.324 (8,470)	50.674 (8,531)	50.824 (8,557)
			10/1/2012 10/1/2013 10/1/2014		39.773 40.956 42.174	41.742 42.984 44.263	43.846 45.151 46.495	46.545 47.931 49.358	49.318 50.787 52.300	50.554 52.059 53.610	51.823 53.368 54.958	52.173 53.718 55.308	52.323 53.868 55.458
SR RESPIRATORY CARE PRACT	30480		M7	82	33.847 (5,698)	35.533 (5,982)	37.295 (6,278)	39.154 (6,591)	41.108 (6,919)	42.331 (7,125)	0.000 (0,061)	42.681 (7,186)	42.831 (7,212)
			10/1/2012 10/1/2013 10/1/2014		34.852 35.887 36.953	36.589 37.675 38.795	38.404 39.545 40.721	40.318 41.517 42.752	42.331 43.590 44.887	43.590 44.887 46.222	1.350 1.350 1.350	43.940 45.237 46.572	44.090 45.387 46.722
SR HISTOLOGY TECH	35601		M7	84	27.457 (4,622)	29.165 (4,910)	30.883 (5,199)	31.916 (5,373)	32.903 (5,539)	33.881 (5,703)	0.000 (0,061)	34.231 (5,764)	34.381 (5,790)
			10/1/2012 10/1/2013 10/1/2014		28.270 29.107 29.971	30.029 30.920 31.836	31.799 32.743 33.715	32.863 33.839 34.844	33.880 34.886 35.922	34.887 35.923 36.990	1.350 1.350 1.350	35.237 36.273 37.340	35.387 36.423 37.490

JOB TITLE	JOB CODE	GRADE	SAL PLAN	SAL GRADE	PAY ID 01 STEP 1 START	PAY ID 03 STEP 2 6 MO	PAY ID 05 STEP 3 1 YEAR	PAY ID 08 STEP 4 2 YEAR	PAY ID 09 STEP 5 3 YEAR	PAY ID 10 STEP 6 4 YEAR	PAY ID 11 STEP 7 5 YEAR	10 YEAR LNG	15 YEAR LNG
SR DIAGNOSTIC MED SONOG II	36703		M7	86	39.771 (6,695)	41.743 (7,027)	45.369 (7,637)	47.669 (8,024)	50.806 (8,552)	52.826 (8,891)	54.930 (9,246)	55.280 (9,306)	55.430 (9,332)
			10/1/2012 10/1/2013 10/1/2014		40.954 42.172 43.426	42.985 44.264 45.582	46.719 48.110 49.544	49.089 50.552 52.057	52.320 53.879 55.484	54.400 56.021 57.692	56.567 58.253 59.990	56.917 58.603 60.340	57.067 58.753 60.490
SR ORTHOPEDIC TECH II	30484		M7	87	29.798 (5,016)	31.275 (5,265)	33.089 (5,570)	34.843 (5,865)	36.631 (6,166)	37.723 (6,350)	0.000 (0,061)	38.073 (6,411)	38.223 (6,437)
			10/1/2012 10/1/2013 10/1/2014		30.681 31.592 32.529	32.203 33.158 34.142	34.071 35.082 36.124	35.878 36.944 38.042	37.720 38.841 39.996	38.844 39.999 41.189	1.350 1.350 1.350	39.194 40.349 41.539	39.344 40.499 41.689
¹ SR ECHO TECH	30821		M7	89	38.967 (6,559)	40.898 (6,884)	43.596 (7,338)	47.100 (7,928)	50.806 (8,552)	52.826 (8,891)	54.930 (9,246)	55.280 (9,306)	55.430 (9,332)
			10/1/2012 10/1/2013 10/1/2014		40.125 41.318 42.547	42.115 43.367 44.658	44.894 46.231 47.607	48.503 49.948 51.436	52.320 53.879 55.484	54.400 56.021 57.692	56.567 58.253 59.990	56.917 58.603 60.340	57.067 58.753 60.490
SR MAMMOGRAPHY TECH	30520		M7	88	38.835 (6,537)	40.759 (6,861)	43.037 (7,244)	45.177 (7,604)	47.419 (7,982)	48.606 (8,181)	49.827 (8,387)	50.177 (8,448)	50.327 (8,474)
			10/1/2012 10/1/2013 10/1/2014		39.990 41.179 42.405	41.972 43.220 44.507	44.318 45.637 46.995	46.522 47.907 49.334	48.832 50.286 51.784	50.054 51.545 53.081	51.312 52.841 54.416	51.662 53.191 54.766	51.812 53.341 54.916

	JOB		SAL	SAL	PAY ID 01 STEP 1	PAY ID 03 STEP 2	PAY ID 05 STEP 3	PAY ID 08 STEP 4	PAY ID 09 STEP 5	PAY ID 10 STEP 6	PAY ID 11 STEP 7	10 YEAR	15 YEAR
JOB TITLE	CODE	GRADE	PLAN	GRADE	START	6 MO	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	LNG	LNG
SR MEDICAL TRANSCRIBER	20321		M7	70	22.955 (3,979)	24.890 (4,314)	27.073 (4,693)	27.704 (4,802)	27.959 (4,846)	28.790 (4,990)	0.350 (0,061)	29.140 (5,051)	29.290 (5,077)
			10/1/2012 10/1/2013 10/1/2014		23.634 24.332 25.051	25.626 26.384 27.165	27.875 28.700 29.551	28.525 29.370 30.240	28.787 29.640 30.519	29.644 30.523 31.428	1.350 1.350 1.350	29.994 30.873 31.778	30.144 31.023 31.928
SR CANCER REGISTRAR	20685		M7	71	29.141 (5,051)	31.603 (5,478)	34.384 (5,960)	35.184 (6,099)	35.506 (6,154)	36.566 (6,338)	0.350 (0,061)	36.916 (6,399)	37.066 (6,425)
			10/1/2012 10/1/2013 10/1/2014		30.005 30.895 31.811	32.541 33.507 34.501	35.404 36.456 37.540	36.229 37.305 38.414	36.560 37.647 38.766	37.652 38.772 39.925	1.350 1.350 1.350	38.002 39.122 40.275	38.152 39.272 40.425

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 Page 2

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

<u>Job Description</u> – 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.

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

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

Qualified Bilingual Status

<u>Level Description</u> – 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 team will determine the appropriate criteria for qualifying for a Level 2 designation, and agree upon appropriate assessment tools.

Mr. Walter Allen, Jr. October 1, 2005 Page 3

<u>Differential</u> – 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

<u>Coverage</u> – 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.

<u>Assessment Process</u> – 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.

<u>Training/Retraining</u> – 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.

Mr. Walter Allen, Jr. October 1, 2005 Page 4

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.	Date:	October 1, 2005
Walter Allen, Jr.	_	

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AGREEMENT Between KAISER PERMANENTE FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, KAISER FOUNDATION HEALTH PLAN AND THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

This Agreement shall be in full force and effect, except as otherwise specifically provided as of October 1, 2010 and should continue in effect through July 1, 2013 and as specified in the National Agreement, Section 3D, subject to written notice of either party to the other, ninety (90) days prior to the termination date of a desire to amend or terminate this Agreement. In the event no such notices are given, this Agreement shall be deemed to be renewed from year to year, subject however, to ninety (90) days written notice prior to each anniversary date of a desire to terminate or amend this Agreement.

This Agreement will become effective on agreement and signature by both parties below.

FOR THE EMPLOYER: MaryAnne Madruga Senior Labor Relations Representative Kaiser Permanente

FOR THE UNION: Walter Allen Executive Director, Chief Operating Officer OPEIU, Local 30

-28-10

Date