

2018 ALLIANCE NATIONAL AGREEMENT and UFCW Local Contract

Tentative Agreements – Admin

UFCW Local 770 recommends a YES vote to accept

TA Subject	Explanation
Section 2.A.1. Across the Board Wage Increases	California: 2018: 3%, 2019: 2.75% + 0.25% lump sum, 2020: 3%. Highest Wage Increases in Country.
Section 2.B.1. Active Medical	Medical benefit plan to remain fully intact with 2 changes – office visit co-pays will increase to \$10 starting in 2020, hospital co-pay will be \$100 beginning in 2020. Defeated Management proposal for \$20 office visit co-pay.
Section 2.A.2. PSP	If regional financial gate is not met, employees will still be eligible for up to \$1000 PSP payment based on union members’ performance. Regional PSP Goals must include Quality, Affordability, Service, Workplace Safety and Attendance. Bonus will be paid even if financial gate is not met.
Code of Conduct	Improve timeliness and effectiveness of National Agreement dispute resolution process
LMP Side Agreements	EISA (Economic Income Stability Agreement) side letter is renewed
Enhanced LMP Process	Process for improving the Partnership relationship leading to a summit in February 2019
Educational Trust Funding	If governance of the Ben Hudnall Trust is not resolved, funding will be redirected to a new Alliance educational trust. No interruption of benefit.
New Employee Orientation	Union will be allowed a minimum of one hour during orientation. Employer will be positive and/or neutral towards the union.
New Section 2.B.3.f. Revised Dental Benefit	Dental benefits are improved to one standard national plan. Diagnostic and Preventative at 100%; Basic, Crowns at 90%; Prosthodontics 70%; Child Orthodontics 50%. Increased the percent of service paid by Kaiser. Reduces out of pocket costs
Section 1.B.3. Partnership Trust Contributions	Adequate funding for new LMP Trust: the employer will contribute \$.09, to match the existing employee contribution plus start up funds of \$2 million in 2018 and \$2 million in 2019.
Section 1.D.1.a. Joint Educational Trust Funding Calculation	Increased Educational Trust fund by 25% from 0.4% to 0.5% of payroll. Additional \$4 million continues. New fund if necessary.
Section 1.F.3. Revised Contract Specialist	Improved ratio from 1:1500 members to 1:1200 members. Potential for UFCW to have one additional labor liaison.
Section 1.D.3.c. Travel Reimbursement	Up to \$750 of the tuition reimbursement may now be used for travel.
Section 2.B.2.h. Retiree Medical Benefits	Employees hired on or after January 1, 2021 are not eligible for retiree medical premium subsidy.
Section 1.H. Total Health	Updated total health language to include Champs training. Discontinued THIP.
Staffing, Budgeting and Backfill	LMP sponsorship team to oversee implementation of national agreement staffing language; best practices for sharing info on budget and financial performance; national attendance committee. Goal is to improve system for backfill.
LMP Training	Implementing a plan for LMP Trainings for new hires, middle management and frontline. New hired partner union and management employees will complete LMP training within 90 days.
Duration of National Agreement	Three years 10/1/2018-9/30/2021.

Appendix A – 20 years Longevity Pay	After 20 years, employees will receive an additional \$.25/hour pay of 20 years.
Term of Kern County Admin Contract	10/1/2018-2/1/2022. Local Agreement will expire much closer to National Agreement.
Breaks and meal Period Article 808 Section 3	The Employer will schedule employees for breaks and meal periods, and provide coverage as necessary. It is the employee's obligation to take their break and meal periods. Within the work day, if the employee has to change their times for scheduled breaks and meals, due to urgent operational/ patient care needs, the employee will contact the supervisor or their designee prior to their scheduled break or meal period.
Nondiscrimination Article XVIII	The Employer and the Union agree there shall be no discriminations against any employee or applicant because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, gender identity, age, physical or mental disabilities, political affiliation, marital status, medical conditions (as defined by applicable law) or veteran status.
Transfer Rights Articles 2402	Employees who successfully pass their probationary period shall be eligible to apply for transfer to a posted position. However, new hires to the organization must complete six months (180 days) in position after successfully passing their probationary period in order to be eligible to apply for transfer to a posted position.
Job Posting and Bidding Articles 2500-2512	<p>Notices of job openings within the bargaining unit shall be posted by the Employer by the usual and customary job posting process, and will be posted internally for seven (7) calendar days. The job posting notice will include the beginning and ending posting dates, the qualifications for the position, including any special qualifications related to the position where the opening exists.</p> <p>Job postings shall include classification, hours, status, and required and preferred qualifications. The qualifications listed on the job posting shall be reasonably related to the duties of the position.</p> <p>Posted positions will indicate all qualifications an external candidate must possess to successfully apply for a position. Additionally, job posting will indicate all special experience requirements internal candidates must possess (e.g. 2 years pediatrics experience within the last 3 years).</p> <p>The Union recognizes the right of the Employer to establish reasonable requirements for positions within the bargaining unit, and to modify such requirements as necessitated by, but not limited to, efficient operations, patient care needs, and technological changes. On determination to fill a position, the Employer will post such position pursuant to this Article.</p> <p>Each qualified employee submitting an application for a new position or transfer will be considered. Those employees not receiving the position will be notified of the reason. The Union will be notified of such denial upon request.</p> <p>In the event a position is posted and there are no applicants, or no applicants satisfy the posted qualifications, the Employer may post the position outside the bargaining unit. In such an instance, applicants both inside and outside the bargaining unit will receive equal consideration. If, however, the Employer elects to change the posted qualifications of the position, the position will be reposted internally.</p>

	<p>After successful completion of the initial probationary period, employees may submit their interest on the employer careers website during the seven (7) calendar day internal posting period. However, new hires to the organization must complete six months (180 days) in position after successful passing their probationary period in order to be eligible to apply for transfer to a posted position.</p> <p>Verified and qualified employees will be forwarded to supervisor for final selection.</p> <p>Where two (2) or more qualified employees have applied for the position within the seven (7) calendar day internal posting period, the Employer will review the three (3) most senior qualified applicants (or two (2) if there are only two (2) applicants) and award the position based on bargaining unit seniority, skills and experience, provided there is no current corrective action/discipline in the personnel file.</p> <p>All qualified employees after the seven (7) day internal posting period shall be given equal consideration with non-bargaining unit applicants.</p>
<p>Jury Duty Article 3935 & 3936</p>	<p>Commencing on the first (1st) day of employment, an employee called for jury service will be excused from work. The employee will be paid his/her regular straight time pay for jury service. For employees not regularly scheduled to work a Monday through Friday day shift, the employer agrees to temporarily adjust their schedule to a Monday through Friday day shift, to accommodate jury services, provided that the employee provides a minimum of 2 weeks advance notification of jury service. The employee must show proof of jury service including the assigned panel number.</p> <p>When excused from jury service for a whole or partial day, the employee must notify their supervisor immediately. On any day of jury service in which an employee is excused entirely or in sufficient time to permit the Employee to return to work for a minimum of one-half (1/2) of his/her scheduled workday, he/she shall be required to do so.</p>
<p>Personal Leave Section 7 Article 3926</p>	<p>Personal Leaves of Absence, without pay, may be granted for compelling emergency reasons, subject to the eligibility requirements for leaves, provided there are no adverse scheduling problems. The maximum period for a Personal Leave of Absence is thirty (30) calendar days. Requests for a Personal Leave of Absence must be submitted, in writing, by the employee for their manager's consideration.</p>
<p>Educational Leave Articles 3942 and 3944</p>	<p>Education leave with pay may be used where a license or certificate issued by the State of California requires on-going recertification for employment and shall be paid at straight time.</p> <p>Education Leave (including online and outside KP training) must be requested sufficiently in advance to enable effective planning and scheduling and at least 14 days prior to the date of the course. Course information/description will be submitted to the employer along with the educational leave request. The employer will respond to the request within ten calendar days. An employee who is involved in providing direct patient care may request Educational Leave by home study on-line preferably to be completed outside of regularly scheduled work hours and based on operational need. Educational leave by home study/online will be paid at straight time.</p>

PAY ID MASTER
UNION CODE B20

KERN COUNTY - UFCW, LOCAL 770- ADMIN-CLERICAL

Job Title	Job Code	Salary Plan	Salary Grade	PAY ID 01 Step 1 Start	PAY ID 05 Step 2 1 YEAR	PAY ID 08 Step 3 2 YEAR	PAY ID 09 Step 4 3 YEAR	PAY ID 10 Step 5 4 YEAR	PAY ID 11 Step 6 5 YEAR	PAY ID 12 Step 7 6 YEAR	PAY ID 13 Step 8 7 YEAR	PAY ID 14 Step 9 8 YEAR	PAY ID 15 Step 10 9 YEAR	Long 10 YEAR	Long 20 YEAR
Administrative Clerk	18606	80	01	18.314	18.962	19.633	20.331	20.843	21.367	21.904	22.454	23.021	23.597	24.097	24.347
Administrative Specialist I	18607	80	02	19.499	20.184	20.897	21.634	22.173	22.724	23.302	23.893	24.499	25.117	25.617	25.867
Administrative Specialist II	18608	80	03	21.433	22.186	22.965	23.786	24.378	24.995	25.627	26.271	26.930	27.603	28.103	28.353
Outside Case Mgmt Clerk	21113														
Disability Claims Processor	18552	80	04	22.077	22.859	23.665	24.510	25.128	25.759	26.406	27.064	27.749	28.447	28.947	29.197
¹ OHS Claims Proc I	18550	80	05	23.356	24.178	25.030	25.919	26.577	27.248	27.935	28.635	29.347	30.086	30.586	30.836
² Population Mgmt Support Coord	21107														

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¹ OHS Claims Proc II Healthplan Rep	18551 21114	80	06	23.477	24.297	25.156	26.040	26.701	27.373	28.059	28.758	29.484	30.223	30.723	30.973
Health Educ Asst	21116	80	12	24.328	25.192	26.087	27.013	27.669	28.365	29.076	29.800	30.553	31.319	31.819	32.069
PBS Biller	18553	80	07	24.860	25.735	26.635	27.575	28.275	28.984	29.710	30.464	31.228	32.007	32.507	32.757
Administrative Svc Co-ord II Sr Healthplan Rep	18605 21115	80	08	25.088	25.976	26.889	27.844	28.542	29.254	29.995	30.747	31.513	32.304	32.804	33.054
Claims Reviewer ACS Outside Referral Coordinator	18558 18800	80	09	26.902	27.844	28.824	29.847	30.598	31.365	32.157	32.962	33.795	34.644	35.144	35.394
Professional Services Coder I	19052	80	10	28.663	29.670	30.718	31.807	32.601	33.420	34.252	35.114	36.001	36.900	37.400	37.650
Professional Services Coder II	19054	80	11	34.413	35.624	36.874	38.177	39.131	40.112	41.119	42.154	43.217	44.303	44.803	45.053

¹ Effective 10/3/2011 Title Changed and Level I OHS Claims Processor Payline Updated.

² Effective 4/10/2017 New Classification Added to Pay ID.

Note: The \$0.50 longevity differential is reflected on the 10-year rate, and will be paid as a differential.

Note: The \$0.75 longevity differential is reflected on the 20-year rate, and will be paid as a differential.

AGREEMENT

between

**KAISER FOUNDATION HOSPITALS
KAISER FOUNDATION HEALTH PLAN
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**

and

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL 770**

**KERN COUNTY
ADMINISTRATIVE / CLERICAL UNIT**

November 19, 2009 – November 19, 2012

Provisions of the local Collective Bargaining Agreement and the National Agreement should be interpreted and applied in the manner most consistent with each other and the principles of the Labor Management Partnership. If a conflict exists between specific provisions to a local Collective Bargaining Agreement and the National Agreement, the dispute shall be resolved pursuant to the Partnership Agreement Review Process in Section 1.L.2 of the National Agreement.

If there is a conflict, unless expressly stated otherwise, the National Agreement shall supersede the local Collective Bargaining Agreement; however, in cases where local Collective Bargaining Agreements contain explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the local Collective Bargaining Agreements, the National Agreement shall not be interpreted to deprive the employees of such wage, benefit or condition.

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AGREEMENT

This Agreement is made and entered into by and between Kaiser Foundation Hospitals, Kaiser Foundation Health Plan, and the Southern California Permanente Medical Group, hereinafter collectively referred to as the "Employer," and Local 770, chartered by the United Food and Commercial Workers International Union, hereinafter collectively referred to as the "Union."

The foremost obligation of the Employer and the employees is to assure health plan members and the public that health care and services are provided in accordance with the highest standards of quality. Further, it is agreed that it is an obligation of all employees, bargaining unit members as well as Management, to perform in an efficient, courteous, and dignified manner when interacting with fellow employees, patients, and the general public.

GENERAL

100 ARTICLE 1 – COURTEOUS AND RESPONSIBLE RELATIONSHIPS

101 The Union and the Employer, including all Kaiser Permanente managers, supervisors, physicians, Employees, and Union staff, agree:

102 Section 1 – Treatment of One Another

103 That ethical and fair treatment of one another is an integral part of providing high quality patient care.

104 Section 2 – Regardless of Profession

105 To treat one another, regardless of position or professions, with dignity, respect and recognize and appreciate the individual contribution each of us makes in our daily work.

106 Section 3 – Ensuring Courtesy

107 To exhibit a personal, caring attitude toward each person with whom we interact and do so in ways that ensure courtesy, compassion, kindness and honesty.

108 Section 4 – Communication and Input

109 To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance and support of individual opportunities for growth.

110 Section 5 – Accountability of the Union and the Employer

111 The Union and the Employer shall be responsible for improving communications among all levels of the organization and shall be accountable for modeling and implementing the commitments of this section.

200 ARTICLE 2 – RECOGNITION AND UNION SECURITY

201 Section 1 – Recognition

202 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of the employees in the classifications of Administrative Clerks, Administrative Specialists I, Administrative Specialists II, Administrative Services Coordinators II, Claims Reviewers and Outside Referral Coordinators and who are employed in Bakersfield in facilities which include, but are not limited to, Discovery Plaza, Plaza 2000, Bakersfield Behavioral Health, Stockdale, Ming, Bakersfield Warehouse/Chart, East Hills, and Bakersfield San Dimas.

Recognition excludes one Administrative Specialist II position at the Stockdale location currently occupied by Jaype Garza, and one Administrative Specialist II position at the Discovery location currently occupied by Rebecca Chacon, and all administrative clerical employees based at 5055 California Avenue.

203 Section 2 – Individual Agreements

204 The Employer agrees not to enter into any agreement or contract, either orally or written, with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

205 Section 3 – Union Membership

206 All 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.

207 The Employer shall deduct from each Union member's wages, on a biweekly basis within a time frame of twenty-six (26) pay periods, the amount of Union dues and an initiation fee uniformly required by the Union of all employees covered by this Agreement who have voluntarily agreed to in a written assignment which shall be irrevocable until the termination date of this Agreement.

208 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.

209 Section 4 – Access of Union Representatives

210 Authorized Union Representatives shall be permitted at all reasonable times to enter the facility operated by the Employer for the purpose of transacting Union Business and observing working conditions under which represented employees are employed; provided however, that they first notify the manager of the facility or designee of their presence, and that no interference with the work of the employees shall result.

211 Section 5 – Shop Stewards

212 The Employer recognizes the right of the Union to select Union Shop Stewards. The Employer agrees that there will be no discrimination against the authorized Shop Steward because of Union activity. Shop Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of Shop Stewards. The Union shall notify the Employer of any deletions or additions to such steward list.

213 Shop Stewards may, at the discretion of the Union, be authorized to handle First Step grievances other than terminations. Shop Stewards, so authorized to attend such grievance meetings, will obtain permission from their immediate supervisor for absences from their normal work place to conduct Union business. Stewards shall not lose pay through their participation in grievance or disciplinary meetings.

214 Section 6 – Union Recognition Pins

215 Union members shall have the right to wear official union pins.

216 Section 7 – Bulletin Boards

217 The Union will utilize the Employer provided bulletin boards for Union notices. No postings shall be made unless advance concurrence with Employer's HR Consultant or his/her designee has been obtained. Postings will be made by an authorized Union representative. Placement and size will be by mutual agreement.

218 Section 8 – New Employees

219 During the period a new employee is not a member of the Union, the regular wages, as herein specified for the classification of said employee, and all other provisions of this Agreement for which they qualify shall apply.

300 ARTICLE 3 – MANAGEMENT'S RIGHTS

301 The Employer retains, solely and exclusively, all rights, powers and authority except as specifically abridged by any expressed provision(s) of this Agreement.

302 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: to manage, direct and maintain the efficiency of its offices and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to discontinue work for any economic or operational reason; to direct the staff; increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to

layoff or reduce hours of work or staff; to establish schedules of operation and workloads; to specify or assign work and decide which employees are qualified to perform work; to determine qualifications for positions; to schedule and change work hours, shifts and days off; to adopt rules, and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to subcontract work performed by employees of this bargaining unit for economic or operational reasons; to determine the location and relocation of facilities; and to affect technological changes.

400 ARTICLE 4 – COMMUNITY DISASTER

401 Because this is a health care organization, it is recognized that a major community disaster could require the services of the Employer’s facilities far beyond those normally provided. In the event of such a disaster, and in recognition of our obligation to the community, any contractual provisions under Hours of Work and Overtime Pay will be inapplicable during the period of such unusual demands caused by the disaster, provided the facilities of the organization are provided to the community at large.

SCHEDULING AND PAY PRACTICES

500 ARTICLE 5 – HOURS OF WORK AND OVERTIME PAY

501 Section 1 – Workday and Workweek Defined

- A. A workday is defined as the twenty–four (24) hour period beginning each day at 12:01 a.m.
- B. A workweek shall consist of a seven (7) day period beginning on Sunday at 12:01 a.m.
- C. A payroll period shall consist of two (2) consecutive workweeks.

502 Section 2 – Days Off and Starting Times

503 To the extent possible, the Employer shall attempt to schedule full-time employees consecutive days off and uniform starting times each workweek.

504 Section 3 – Overtime – 1 ½x Regular Rate of Pay

505 The overtime rate of pay of one and one-half times (1 ½x) the employee's regular rate of pay shall be paid for:

- A. All hours worked in excess of eight (8) hours in a workday.
- B. All hours worked in excess of forty (40) hours in a workweek.

506 Section 4 – Overtime – 2x Regular Rate of Pay

507 The overtime rate of pay of two times (2x) the employee's regular rate of pay shall be paid for:

- A. All hours worked in excess of twelve (12) hours in a workday.
- B. All hours worked on the seventh (7th) consecutive day of work in a workweek.

508 Section 5 – Overtime – 2 ½x Regular Rate of Pay

509 The overtime rate of pay of two and one-half times (2 ½x) the employee's regular rate of pay shall be paid for:

- A. All hours worked on a designated holiday, unless an arrangement is made to pay the employee time and one-half (1 ½x) with another day off to be taken within thirty (30) days following the holiday at straight time pay.
- B. All hours worked in excess of sixteen (16) in a workday.

510 Section 6 – Overtime Scheduling

511 Scheduled and unscheduled overtime will be assigned as follows:

- A. Scheduled overtime will be offered on a rotation basis, beginning with the most senior employee with the required skill set to perform

the work within the classification, department and facility. However, if no one accepts, the hours will be scheduled by inverse seniority to those employees with the required skill set to perform the work.

- B. Unscheduled overtime will be offered to the employee on duty working the assignment first. If that employee refuses the overtime it will then be offered to the most senior employee with the required skill set on duty within the department/facility.

600 ARTICLE 6 – SHIFT DIFFERENTIALS

601 Section 1 – Shift Differentials

602 Employees who begin a workday shift other than during the following time periods shall receive evening and night shift differential(s), as indicated below:

Day:	6:00 a.m. up to, and including 10:00 a.m.
Evening:	2:00 p.m. up to, and including 6:00 p.m.
Night:	10:00 p.m. up to, and including 2:00 a.m.

603 Section 2 – Evening Shift Differential

604 All hours worked between 4:00 p.m. and Midnight will be paid evening shift differential in the amount of ninety cents (\$0.90) per hour. Shift differential is only paid on hours worked and only in full hourly increments.

605 Section 3 – Night Shift Differential

606 All hours worked between Midnight and 8:00 a.m. will be paid night shift differential in the amount of one dollar and twenty cents (\$1.20) per hour. Shift differential is only paid on hours worked and only in full hourly increments.

700 ARTICLE 7 – PAY PERIODS AND PAY COMPUTATION

701 Section 1 – Pay Periods

702 Employees shall be paid biweekly with twenty–six (26) pay periods in one (1) calendar year.

703 Section 2 – Method of Computing Pay

704 Employees' pay shall be computed based on an hourly wage rate. All overtime provisions will be applicable if worked within the same workweek. Hours paid but not worked will not count in the computation of any overtime pay provision. Shift differentials shall be included as part of the base pay for purposes of calculating overtime pay.

705 Section 3 – Non duplication / Non pyramiding of Overtime

706 Payment of overtime rates shall not be duplicated or pyramided, and to the extent that hours are compensated for at an overtime or premium rate under one provision, such hours shall not be compensated again at overtime or premium rates under any other provision.

800 ARTICLE 8 – WORK SCHEDULES AND BREAKS

801 Section 1 – Work Schedules

802 Schedule changes will be made by Thursday of the week preceding the schedule change, except for a change necessitated by reasonable cause. The Employer will attempt to notify an employee of any schedule change a minimum of twenty–four (24) hours before such change is to occur. The Employer shall make reasonable effort to contact the affected employee. No employees will be required to involuntarily work more than seven (7) consecutive days in any combination of workweeks. It is the responsibility of the employee to bring to the Employer's attention, any schedule which requires the Employee to work more than seven (7) consecutive days. In such situations, the schedule will be corrected.

803 If the employee's schedule is changed while the employee is off work and the change will affect the employee's next reporting time, the Employer shall make reasonable effort to notify the employee.

804 Granting time off to another employee or unforeseen absences shall not constitute reasonable cause to change a schedule, but shall constitute an

unscheduled/additional shift, if the shift is to be filled, pursuant to Article 28 Additional Shifts for Regular Part-time Employees.

805 Section 2 – Weekend Scheduling

806 Weekends will be assigned on equal rotation by classification within the employee's required skill set and department.

807 Section 3 – Breaks and Meal Period

808 The Employer will schedule employees for breaks and meal periods, and provide coverage as necessary. It is the employee's obligation to take their break and meal periods. Within the work day, if the employee has to change their times for scheduled breaks and meals, due to operational / patient care needs, the employee will contact the supervisor, as soon as possible regarding a schedule adjustment.

809 Section 4 – Flexible Schedules

810 The Employer and the Union recognize that the nature of the Employer's business does not permit the establishment of flexible work schedules for the majority of employees. However, in the event the Employer determines that such a schedule is feasible, and it is acceptable to the employees involved, such schedule may be implemented. It is understood that in order to achieve the above, the contractual provisions related to the workday, as defined in the Hours of Work and Overtime Pay provisions, shall be waived for the purposes of overtime provisions.

811 The parties agree that written requests for flexible schedules will be jointly reviewed to determine the feasibility of implementation. However, the Employer maintains the sole right to implement or discontinue such schedules where efficiency of operations or effective patient care is impeded and/or negative economic condition evolves.

812 The parties agree to consider the alternative work schedules, where appropriate, subject to management discretion and approval.

813 Section 5 – Voluntary Exchange of Schedules

814 Employees shall be allowed to exchange scheduled hours of work or scheduled days off to the extent that such an exchange hours of work or

scheduled days off would not violate any existing State or Federal laws or result in an overtime payment situation for any involved employee.

815 Prior approval from the Employer in writing shall be required, however, such requests shall not be unreasonably denied.

816 Section 6 – Designated Holiday Scheduling

817 Work on any designated holiday listed in Article 39 – Paid Time Off Program shall be on a voluntary basis. In the event that there are more volunteers than are required to staff the facility(ies), then assignment of work on the holiday shall be by seniority, within service area, provided the senior volunteer possesses the skills and ability to perform the job required. In the event that there are not enough volunteers to staff the facility(ies), then the Employer will schedule employees to work on a holiday by inverse seniority.

900 ARTICLE 9 – CALL BACK PAY

901 When an employee is called back to work after completion of a normal eight (8) hour workday, the employee shall receive not less than two (2) hours pay at time and one-half (1 ½x), or at the appropriate premium rate. An employee working less than an eight (8) hour day who is called back to work after his/her shift, shall receive straight time pay until he/she has worked eight (8) hours.

902 Such pay shall commence at the time the employee clocks in, and shall cease when the employee clocks out. If such employee completes his/her assigned work, the employee may be assigned additional work at the Employer's discretion.

1000 ARTICLE 10 – QUALIFIED BILINGUAL STAFF

1001 Employees who have demonstrated ability in a second language and are routinely required to interpret must qualify for the following QBS level of descriptions:

1002 Section 1 – Level Description

1003 There are two levels for Qualified Bilingual Staff (QBS). Level 1 identifies employees assessed as proficient in conversational language skills and basic command of a second language as determined through an assessment conducted by an outside independent vendor.

Level 2 identifies employees assessed as proficient in conversational language skills, basic command of a second language, in addition to greater level of fluency, medical terminology and the ability to provide language assistance in various clinical settings. Skills will be determined through assessment conducted by an outside independent vendor.

1004 Section 2 – Differential

1005 Employees designated as Level 1 shall receive a bilingual differential in the amount of \$0.375 per hour and will be paid on all hours worked per biweekly pay period.

1006 Employees designated as Level 2 shall receive a bilingual differential in the amount of \$0.55 per hour and will be paid on all hours worked per biweekly pay period.

1007 Section 3 – Coverage

1008 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.

1009 Section 4 – Assessment/Orientation Process

1010 All employees covered by this agreement who meet the eligibility requirements as defined below will be given the opportunity to be assessed for proficiency at either the QBS Level 1 or Level 2 designation. Employees who pass assessment will be required to attend orientation.

1011 Section 5 – Eligibility Requirements

- 1012 A. Can communicate in a language required for the demographics of the medical center area (as determined by local leadership).
- B. Works in a position with member or patient contact

- C. Willing to utilize skills
- D. Will use bilingual skills an average of 2 hours or more hours per week

1013 Section 6 – Selection of Qualified Bilingual Staff

1014 Upon meeting the above eligibility and proficiency requirements, the employee(s) will be selected on the basis of Bargaining Unit Seniority, within the department.

1015 Section 7 – Loss of Differential

1016 Employees who fail to qualify for either Level 1 or Level 2 designation will no longer receive a bilingual differential.

1100 ARTICLE 11 – EMPLOYEES WORKING IN A HIGHER CLASSIFICATION

1101 Employees performing the functions of a higher classification on a temporary basis shall receive the straight time hourly wage rate for the higher classification for at least one (1) full hour, and for actual time worked beyond the first hour so worked. The employee shall also be paid at the same tenure step rate held in his/her regular job classification for the time spent in the higher classification.

1200 ARTICLE 12 – MEETINGS

1201 It is understood the Employer may require employees to attend meetings. Time spent at such meetings will be considered time worked.

1202 Employees required to attend mandatory meetings, who are not scheduled to work, shall be compensated for all time spent at such meetings. In such cases, the employee shall be paid for a minimum of two (2) hours pay at the employee's straight time hourly rate.

1300 ARTICLE 13 – PHYSICAL /HEALTH EXAMINATIONS

- 1301 An employee has thirty (30) calendar days in which a health examination must be completed from the date the employee receives notice. The employee has five (5) working days from receiving such notice to inform his/her supervisor of the scheduled date and time of the examination.
- 1302 If the examination is performed during the employee's regularly scheduled shift, the examination time will be considered time worked.

1400 ARTICLE 14 – MILEAGE

- 1401 Employees required to travel between job sites, during the employee's shift shall be paid as time worked.
- 1402 All authorized mileage traveled by an employee in the scope of the employee's work and in excess of the normal mileage from the employee's home to the employee's usual job site, shall be paid in accordance with the Employer's Travel and Expense Policy.

1500 ARTICLE 15 – COURT APPEARANCES

- 1501 Employees served with a legal notice, citation or subpoena which involves any facet of the Employer's operation shall immediately inform the Employer of such service of notice.
- 1502 Time spent at appearances or standby in legal proceedings arising out of the scope or during the course of employment, shall be paid at straight time.

1600 ARTICLE 16 – LONGEVITY

- 1601 A longevity differential of fifty cents (\$0.50) will be provided to employees after ten (10) years of continuous service.

1700 ARTICLE 17 – NO REDUCTION IN RATES

1701 No employee shall suffer any reduction in rates of hourly pay or general working conditions by reason of the signing of this Agreement. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser rate for the purpose of avoiding any of the provisions of this Agreement.

1702 The above does not apply in the event of a mutually agreed upon demotion, a reduction in force when an employee bumps into a lower level job, or when an employee transfers to a lower level job.

HUMAN RESOURCES ADMINISTRATION

1800 ARTICLE 18 – NONDISCRIMINATION

1801 The Employer and the Union agree there shall be no discrimination against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, veteran status, or physical or mental status.

1802 The Employer agrees there shall be no discrimination against any employee due to membership in the Union or due to involvement in lawful Union activities.

1900 ARTICLE 19 – WORKING RULES

1901 When the Employer establishes working rules, a copy of such rules shall be made available to all employees and it shall be the responsibility of each Employee to familiarize him or herself with those rules. Said working rules shall not be in conflict with the terms of this Agreement. Changes in the working rules shall also be made available to employees and, upon request; the Union shall be furnished such rules and changes.

2000 ARTICLE 20 – STATUS OF EMPLOYMENT

2001 Section 1 – Full-time Employees

2002 A full-time employee is defined as one who is regularly scheduled to work a normal workweek of five (5) days of work and a normal workday of eight (8) hours of work. Cancellation of work due to efficiency of operations shall first occur by requesting volunteers. If there are no volunteers the

cancellation will occur by inverse bargaining unit seniority within the employee's classification and skill set.

2003 A full-time employee may request to work less than an eight (8) hour shift, and such shall occur by mutual agreement with supervision, and be paid only for hours worked.

2004 Work in excess of five days in a work week shall first occur by requesting volunteers with the required skill set. If there are no volunteers the excess work days will be scheduled by inverse bargaining unit seniority within the employee's classification and skill set.

2005 A full-time employee's status shall be maintained and the employee shall not be involuntarily reduced in status except as provided for in the Reduction in Force language.

2006 Section 2 – Regular Part-time Employees

2007 A part-time employee is defined as one who is regularly scheduled to work less than five (5) days of work, or less than eight (8) hours of work in a workday. All part-time employees shall be scheduled a minimum of four (4) hours of work per day. Employees may be required to float to other areas to fulfill the four (4) hours minimum requirement. Cancellation of work shall be by inverse Bargaining Unit Seniority within the employee's facility.

2008 A part-time employee must be available no less than twenty (20) hours of work per week. A part-time employee may, by mutual written agreement with the supervisor, work less than a four (4) hour shift and be paid only for hours worked.

2009 A part-time employee's status shall be maintained and the employee may not be involuntarily reduced in status except as provided for in the Reduction in Force language.

2100 ARTICLE 21 – BARGAINING UNIT SENIORITY

2101 Section 1 – Seniority Definitions

2102 Bargaining Unit Seniority dates for full-time and part-time employees hired prior to December 18, 2008 are set forth in side letter #1, dated November 12, 2009. Bargaining Unit Seniority for all full-time and part-time employees, hired on or after December 18, 2008, shall be the employee's date of hire into a classification covered by this Agreement.

2103 The seniority date of an employee shall not be adjusted for any reason.

2104 In the event two or more employees have the same bargaining unit seniority date, seniority will be determined by a lottery. The lottery process will be agreed upon by the Employer and the Union.

2105 Section 2 – Bridging of Seniority

2106 If an Employee terminates or leaves a covered job classification and returns within six (6) months, the employee will retain their previously accrued bargaining unit seniority and it will be adjusted for the time period the Employee was not covered under this collective bargaining agreement. Previously accrued service for benefit accrual purposes, wage rate placement, Time Off Benefits will be handled in accordance with the Employer's Rehire Policy.

2107 For all other purposes, the Employee will be considered as a new hire.

2200 ARTICLE 22 – PROBATIONARY PERIOD

2201 New Hires (Full-time, Part-time Employees)

2202 Newly hired employees entering the bargaining unit shall be regarded as probationary employees during the first ninety (90) calendar days of their initial employment.

2203 The probationary period may be extended only by mutual agreement between the Employer, the Employee and the Union, not to exceed thirty (30) days.

2204 The Parties, by mutual agreement between the employee's immediate supervisor and the Union, may allow an employee to transfer during their new hire probationary period. Upon such transfer the employee will undergo a transfer evaluation period as defined in this Collective Bargaining Agreement.

2205 If an Employee is on leave at any time during the probationary period, time spent on leave will not count toward fulfilling the probationary period. The Employer will notify the Union in writing, via electronic or hard copy, at the time the employee goes out on leave. Upon the employee's return from leave, the Union will be notified in writing, via electronic or hard copy, of the date the probation will end.

2206 Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the Grievance Procedure.

2300 ARTICLE 23 – REDUCTION IN FORCE

2301 In any reduction in force, the Employer shall determine the number of full-time and/or part-time positions in each classification which will be eliminated. A reduction in force shall only result from a business necessity.

2302 Reduction in force shall be defined as the elimination of an employee's position(s) in a location or a reduction in head count in a location. Reduction from full-time to part-time status is deemed to be a reduction in force. Reduction of hours of part-time employee(s) which results in the loss of coverage under Kaiser Foundation Health Plan and of the Dental Plan is deemed to be a reduction in force.

2303 The Parties agree to meet and confer regarding the displacement of any regular full-time or part-time employee prior to said employee exercising his/her bumping rights. The Parties will review all open bargaining unit positions in lieu of said employee exercising bumping rights. The Parties agree to place the affected employee in an available open position for which he/she is qualified, the Union agrees to waive posting process 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, status, shift, and job responsibility, then said employee shall be laid off and have no further bumping rights.

2304 A laid off employee may refuse a job offer and retain full recall rights if the job offered is not comparable in status, shift, and classification to his/her former position at the time of layoff or is more than thirty (30) miles from the employee's original work location. A laid off employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable status, shift, and classification within the Bargaining Unit at the time of layoff. If an employee rejects an open comparable

position offered at any time during the reduction in force process within the Bargaining Unit, the employee shall be laid off with no further recall rights.

2305 Employees who are not placed as provided for above, will be eligible to exercise bumping rights according to the process below:

Step 1. Within the location (facility) to be reduced, the least senior full-time employee within the reduced classification will be displaced.

Step 2. The displaced employee from Step 1 will displace the least senior full-time employee within their classification within the bargaining unit.

Step 3. Two Options:

A. The displaced employee from Step 2 may displace the least senior full-time employee within another classification covered by this Agreement, provided he/she has the qualifications to perform the work. If the employee is successful in changing classifications, there will be an evaluation period of ninety (90) calendar days. Failure to pass the evaluation period will result in layoff without further displacement rights.

B. The displaced employee from Step 2 may displace the least senior part-time employee within their classification within the bargaining unit.

Step 4. The displaced employee from Step 3 (B) or a part-time employee whose position has been eliminated may displace the least senior part-time employee within their classification within the bargaining unit.

Step 5. The displaced employee from Step 4 will be laid off and placed on the recall list.

2306 If a part-time position is to be eliminated in a location (facility), the least senior part-time employee will be reduced, and will follow the above Steps 4 and 5.

2307 Employees impacted by a reduction in force will be offered the ability to elect a voluntary layoff at any step of the reduction in force process.

2308 Employees on layoff status with one (1) or more years of accumulated bargaining unit seniority at the time of layoff, will have recall rights for a period of one (1) year. Recall will be done by bargaining unit seniority. Employees with less than one (1) year of bargaining unit seniority at the time of layoff will have recall rights for a period of time equal to their accumulated bargaining unit seniority.

2400 ARTICLE 24 – TRANSFER RIGHTS

2401 Section 1 – Eligibility

2402 Employees who successfully complete their probationary period shall be eligible to apply for a transfer to a posted position.

2403 Selection of candidates will be made based on their meeting the posted qualifications, demonstrated satisfactory job performance and seniority.

2404 Section 2 – Transfer Evaluation Period

2405 When an employee transfers, said employee shall undergo a transfer evaluation period of ninety (90) calendar days in the new position. 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 position if unfilled. If the former position has been filled, or other operational changes make it unreasonable to return the employee to his/her former position, the Employer will place the employee in a vacant position, in which the employee possesses the required skill set.

2406 An employee may elect to return to his/her former position within fourteen (14) workdays from date of transfer.

2500 ARTICLE 25 – JOB POSTING AND JOB BIDDING

2501 Section 1 – Job Posting

2502 Notices of job openings within the bargaining unit shall be posted at each facility covered by this Agreement for a minimum of seven (7) calendar days. Postings shall include the internal/external posting dates. The postings will be placed in a locked bulletin board provided by the Employer. The Union will be notified of all job postings.

2503 Job postings shall include classification, hours, status, and required and preferred qualifications.

2504 Posted positions will indicate all qualifications and experience requirements candidates must possess to successfully apply for a position.

2505 The Union recognizes the right of the Employer to establish reasonable requirements for positions within the bargaining unit, and to modify such requirements as necessitated by, but not limited to, efficient operations, patient care needs, and technological changes. On determination to fill a position, the Employer will post such position pursuant to this Article.

2506 Each employee submitting a transfer request for a posted position will be considered. The position will be awarded to the employee based on bargaining unit seniority, skills and experience required for the position. Those employees not receiving the position will be notified of the reason. The Union will be notified of such denial upon request.

2507 In the event a position is posted and there are no applicants, or no applicants satisfy the posted qualifications, the Employer may post the position outside the bargaining unit. In such an instance, applicants both inside and outside the bargaining unit will receive equal consideration. If, however, the Employer elects to change the posted qualifications of the position, the position will be reposted internally.

2508 Section 2 – Job Bidding

2509 After completion of the initial probationary period, employees, during the seven (7) calendar day internal posting period, may submit a completed transfer request form to Human Resources, Transfer Processing Center or through an on-line system. Human Resources will review the submitted forms and/or electronic submittal, to ensure completeness and to verify that employees possess the required qualifications.

2510 Verified transfer requests for all qualified employees will be forwarded to supervision for final selection.

2511 Where two (2) or more qualified employees have submitted a transfer request within the seven (7) calendar day internal posting period, the Employer will review the three (3) most senior qualified applicants (or two (2) if there are only two (2) applicants) and award the position based on bargaining unit seniority, skills and experience, provided there is no current corrective action/discipline in the personnel file.

2512 All qualified employees who have submitted transfer requests after the seven (7) day internal posting period shall be given equal consideration with non-bargaining unit applicants.

2513 Section 3 – Position Cancellation

2514 All vacant positions will be evaluated by Administration for the necessity to repost. The Employer will notify the Union of its decision to cancel a position. Upon the Union's request, the Employer will meet and confer with the Union regarding such cancellation, or modification of a position.

2515 Section 4 – Cross Training

2516 The Employer will determine the cross training to be conducted at each location. Qualified employees, at each location, will be selected on a seniority basis, workload capacity and skill set.

2600 ARTICLE 26 – NEW OR REVISED JOBS

2601 In the event the Employer establishes a new job within the jurisdiction of the Union or significantly changes the content of an existing job, the Employer shall prepare a job description, review the position and submit the new higher or lower wage rate to the Union for discussion prior to the assignment of any employee to the job.

2602 If the Union does not agree with the Employer's evaluation of the wage rate for the new or revised position, the Union may submit the issue to the grievance and arbitration process. The Employer reserves the right to post and fill the position during the grievance and arbitration process.

2603 If no grievance is filed, the proposed rate shall become the rate of the new or revised job.

2604 Classifications will not be reviewed more than once in a twelve (12) month period.

2700 ARTICLE 27 – ADDITIONAL SHIFTS FOR REGULAR PART-TIME EMPLOYEES

2701 By mutual agreement between the employee and his/her supervisor, a regular part-time employee shall be offered nonscheduled and/or

additional shifts at the facility where the hours occur, provided he/she possesses the skill set to perform the assigned tasks. Those regular part-time employees shall be offered additional shifts based on bargaining unit seniority by classification, and skill set.

2702 Such nonscheduled shifts may be offered if doing so would result in overtime.

2703 There will be an ongoing review of all positions being filled by replacement staff on an as needed basis. Positions filled for a period of twelve months will be reviewed to determine if a regular position should be posted.

2800 ARTICLE 28 – DISCIPLINE AND DISCHARGE

2801 The language below is supplemented by the provisions of the National Agreement as long as the National Agreement is in effect.

2802 Section 1 – Just Cause

2803 No Employee shall be disciplined or discharged without just cause. Any employee who is discharged shall be informed in writing at the time of the discharge of the reason(s) for the discharge.

2804 Section 2 – Request for Representation

2805 Supervisors shall ask Employees if they wish the presence of a Union Steward and/or Union Representative in any meeting or investigations that may result in discipline.

2806 Section 3 – Progressive Discipline

2807 It is the Employer's intent normally to make use of the progressive discipline in accordance with established practices and policy.

2808 Section 4 – Furnishing of Documentation

2809 In the event the Employer disciplines or discharges an Employee, the Employer will, at the request of the Employee and/or Union, furnish copies

of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

2810 Section 5 – Right to Respond

2811 Employees shall have the right to respond in writing to any written disciplinary notices and documentation of the Employee counseling sessions and shall have that response attached to the relevant materials.

2812 Section 6 – Expiration of Discipline

2813 Written disciplinary notices and documentation of Employee counseling sessions shall be invalid after the period of one (1) year from the date of the issuance except when there are other materials of the same or related nature. It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements, such documents will not be used to justify further disciplinary action.

2900 ARTICLE 29 – PERFORMANCE EVALUATIONS

2901 All employees will be reviewed annually by their Supervisor. Performance evaluations shall be based on objective and observable behaviors or activities as outlined in job descriptions. Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the Employee's personnel file. The Performance Evaluation is not intended to be used as a means of discipline. Therefore, the content of such evaluation is not subject to the Grievance Procedure.

3000 ARTICLE 30 – GRIEVANCE PROCEDURE

3001 Any complaint or dispute arising between an employee and/or the Union and the Employer concerning the interpretation or application of the provisions of this Agreement or any questions relating to wages, hours of work, or other conditions of employment, shall be resolved in accordance with this Article.

3002 Grievances filed on behalf of a group of employees, matters relating to contract interpretation, job classification or wage administration, and discharge cases will be filed directly at Step Two, within fourteen (14)

calendar days after the employee had knowledge, or should have had knowledge, of the event which caused the grievance or complaint, by the Union.

3003 First Step

3004 An employee who believes a grievance or complaint exists will discuss such matter with the immediate supervisor, with or without a Union Representative present, as the employee may elect. In the event the dispute remains unresolved and if a grievance meeting is to be held, the employee may submit a grievance to the immediate supervisor in writing within fourteen (14) calendar days after the employee had knowledge, or should have had knowledge, of the event which caused the grievance or complaint. The written grievance shall state the facts and the requested remedy. It is the intent every reasonable effort be made between the Parties to resolve differences. The Parties by mutual agreement may refer an issue to Step 2 without a prior meeting at Step 1.

3005 Upon receipt of a grievance, the first step meeting is to be convened within ten (10) calendar days, and may include the Grievant, two (2) management representatives, and a Union Representative. The supervisor will respond in writing to the Union Representative within seven (7) work days.

3006 Second Step

3007 If the grievance is not resolved, nor an answer received from the supervisor in the first step within the specified time, the grievance shall be reduced to writing on the standard form provided by the Union. Within seven (7) work days, the Union Representative shall submit the written grievance to the local Human Resources Consultant, or his/her designee.

3008 Upon receipt of the grievance/appeal, a second step hearing will be convened within seven (7) work days, and will include the Grievant, Union Representative, and the local Human Resources Consultant. Either Party may include additional representatives at the Second Step who have been involved in the grievance in prior steps.

3009 The second step answer is to be made by the local Human Resources Consultant, or his/her designee, within seven (7) work days following the conclusion of the hearing.

3010 Third Step

3011 Appeals to the third step of the grievance procedure must be made within seven (7) work days following the date the Step Two answer was received. Appeals will be directed to the Senior Director – Human Resources, Southern California, or his/her designee.

3012 A third step hearing will be convened at a time mutually agreed upon by the Parties. A representative of Regional Labor Relations shall represent the Employer. Either Party may include additional representatives at the Third Step who have been involved in the grievance in prior steps. The Senior Director – Human Resources, Southern California, or his/her designee shall have seven (7) work days to respond.

3013 Arbitration

3014 The Union will have seven (7) work days following receipt of the Step Three response, in which to appeal the grievance to arbitration.

3015 Appeals to arbitration will be made by letter to the Senior Director – Human Resources, Southern California.

3016 Within fifteen (15) calendar days from the date of appeal of the matter to arbitration, the parties shall meet to select an Arbitrator. If the parties cannot agree upon an Arbitrator, the Federal Mediation and Conciliation Service shall be requested jointly by the parties to name a panel of fifteen (15) Arbitrators. The parties shall then choose the Arbitrator by alternately striking a name from the list until one (1) name remains as the Arbitrator chosen by the parties and empowered to arbitrate the dispute.

3017 Arbitrators are only authorized to provide interpretation of the application of this Agreement, and shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement. An Arbitrator has no authority to order an interest payment, damages nor expenses in conjunction with any back pay award.

3018 The decision of the Arbitrator shall be final and binding upon the Parties.

3019 Expenses of arbitration shall be shared equally by the Parties. Each Party will be responsible for the cost of its representation and witnesses.

3020 The grievant shall be permitted time off work to attend the arbitration proceedings. Said time off shall be without pay, unless arrangements have

been made for the grievant to receive vacation pay. In addition, any approved time off granted for arbitration preparation shall be either approved vacation pay or without pay.

3021 Mediation

3022 A grievance may be referred to mediation by mutual agreement of the Parties following a timely appeal to arbitration.

3023 The mediator shall be selected by mutual agreement of the Parties. The mediator shall serve for a one (1) 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 (1) day assignments, unless removed.

3024 Time Limits

3025 Time limits may be extended by mutual agreement of the Parties. Any step of the grievance procedure may be waived by mutual agreement of the Parties, however, no issue may be appealed to arbitration without having first been processed at the Third Step of the grievance procedure.

3026 If the Employer does not act within the time limits provided at any step, the Union may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered resolved.

3100 ARTICLE 31 – DRESS AND PERSONAL APPEARANCE

3101 All employees shall present themselves, at work, in a manner reflecting appropriate dress and professional appearance. All employees are expected to exercise good judgment so they are:

- Identifiable to members as a Kaiser Permanente health care professional
- Professional in appearance

3102 Where the Employer requires employees to wear apparel that cannot be worn outside of the workplace (e.g., surgical scrubs), or requires apparel

that contains a display of the organization's insignia which may be worn off premises, such apparel will be furnished by the Employer.

3200 ARTICLE 32 – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION

3201 In accordance with the Employer's compliance policies, indiscriminate or unauthorized access and/or review, use or disclosure of protected health information regarding any patient or Employee is expressly prohibited. Accessing, reviewing, discussing, photocopying or disclosing patient information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

3300 ARTICLE 33 – SAFETY

3301 The Employer shall make necessary provisions for the safety and health of its employees during their working hours. The Employer, the Union, and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

3302 In addition, there will be employee participation on committees responsible for safety in the employee's work area.

FRINGE BENEFITS

3400 ARTICLE 34 – HEALTH AND DENTAL PLANS

3401 Section 1 – Employee and Dependents Health Plan Coverage

3402 Full-time employees, or part-time employees who are regularly scheduled to work twenty (20) or more hours per week, and eligible dependents, will be entitled to Employer-paid Kaiser Foundation Health Plan Coverage, which includes inpatient, outpatient, mental health benefits, treatment for alcoholism and drug dependency, prescriptions and post-surgical breast prostheses for mastectomies. Coverage is provided to eligible employees and their eligible dependents. Medical office visits and prescription drug orders have a co-payment of five dollars (\$5.00) per visit/purchase. Coverage is effective the first (1st) day of the month following date of hire.

3403 Eligible dependents will include spouse or eligible domestic partner, unmarried dependent children up to age twenty-five (25). Physically or mentally handicapped children are also covered if the disability or mental incapacity occurred prior to the dependent child turning age twenty-five (25). Annual certification of incapacity and dependency may be required by the Kaiser Foundation Health Plan.

3404 Kaiser Foundation Health Plan Coverage terminates at the end of the month in which employees terminate employment, transfer to an ineligible status or in the event premiums lapse while on an unpaid leave of absence.

3405 Coverages, limitations and exclusions of the foregoing Health Plan are established and controlled by the Employer's agreements with Kaiser Foundation Health Plan, Plan Documents and Summary Plan Descriptions.

3406 Section 2 – Health Plan Coverage for Retirees

3407 At age sixty-five (65), the prevailing Employer-paid Health Plan coverage coordinated with Medicare shall be provided to employees who have fifteen (15) or more years of service prior to their Early, Normal or Postponed retirement. For Disability retirements, eligible 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 Employer-paid Health Plan coverage coordinated with Medicare. The employee and eligible spouse or eligible domestic partner must enroll in Parts A and B of Medicare when first eligible. The cost of Medicare Part B for employee and spouse or eligible domestic partner will be paid by the employee.

3408 The Employer will make available an alternative health plan to all eligible retirees and their eligible dependents who reside outside of the Southern California Health Plan service area. For retirees who are eligible for Employer-paid retiree Health Plan and who move to another Kaiser Permanente Region, the retiree will be required to participate in the out-of-region plans. 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 available Kaiser Foundation Health Plan coverage within sixty (60) days of written notification of the return to the Southern California Health Plan service area.

3409 Section 2 – Survivor Benefits

3410 In the event an employee, who is eligible for retiree Health Plan coverage and who has met the eligibility requirements for Early, Normal, Postponed or Disability retirement dies while actively employed, Kaiser Foundation Health Plan coverage will be provided to the spouse or eligible domestic partner when said deceased employee would have been eligible for coverage, provided the spouse or eligible domestic partner has not remarried/recommitted, and will continue until remarriage/recommitment 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.

3411 Section 3 – Employee and Dependents Dental Coverage

3412 Full-time employees, or part-time employees who are regularly scheduled to work twenty (20) or more hours per week, and their eligible dependents will be provided with a dental plan.

3413 Eligible dependents include spouse or eligible domestic partner, and unmarried dependent children up to age twenty-five (25). Physically or mentally handicapped children are also covered if the disability or mental incapacity occurred prior to the dependent child turning age twenty-five (25). Annual certification of incapacity and dependency may be required by the Kaiser Foundation Health Plan.

3414 Coverage under the prepaid dental plans is effective on the first (1st) day of the calendar month following six (6) months of continuous employment. Employees must 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, such employees may select among Employer-provided prepaid dental plans and the Delta Dental Plan.

3415 The Delta Dental Plan includes diagnostic and preventative benefits which pays one hundred percent (100%) of the reasonable and customary dentist's fee for the following procedures:

1. Prophylaxis (twice each year)
2. Prophylaxis with fluoride treatment
3. Examinations
4. Full mouth x-rays (once every three (3) years)
5. Bite-wing x-ray (twice a year)
6. Space maintainers (for patients under twelve (12) in the event of a lost tooth)

3416 An orthodontia benefit is included in the Delta Dental Plan and is available for children under age 19. The benefit provides for a payment of fifty percent (50%) of dentist's reasonable and customary fee to a maximum payment of one thousand dollars (\$1,000) per child per lifetime. This maximum is in addition to the maximum allowed for other services.

3417 Dental Plan Coverage terminates at the end of the month in which employees terminate employment, transfer to an ineligible status or in the event premiums lapse while on an unpaid leave of absence.

3418 Coverages, limitations and exclusions of the foregoing dental plans are established and controlled by the Employer's agreements with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

3419 Section 4 – Benefits for Domestic Partners

3420 Benefits for domestic partners are administered in accordance with the Employer's policies and guidelines regarding domestic partners.

3421 Section 5 – Parent / Parents-In-Law Health Plan Coverage

3422 The Employer will offer group medical coverage to eligible parents of eligible employees.

3423 The following are considered eligible parents and may enroll in Parent Medical Coverage as long as the employee through whom they claim coverage meets the eligibility requirements:

- Employee's natural parents.
- Employee's stepparents, if still married to or widowed from employee's natural parent. Widowed stepparents who remarry will not be eligible for coverage.
- A domestic partner of employee's parent. The domestic partner will be required to complete an Affidavit of Domestic Partnership.
- Employee's spouse's or domestic partner's natural parents.
- Employee's spouse's or domestic partner's stepparents, if still married to or widowed from spouse's or domestic partner's natural parent. Widowed stepparents who remarry will not be eligible for coverage.
- A domestic partner of spouse's parent. The domestic partner will be required to complete an Affidavit of Domestic Partnership.
- Parents as defined above must be eligible for Medicare and assign their Medicare benefits to Kaiser Permanente

3500 ARTICLE 35 – KAISER PERMANENTE RETIREMENT PLAN

3501 Section 1 – Retirement Plan

3502 Each employee covered by this Agreement is automatically covered under the provisions of the Kaiser Permanente Southern California Employee's Pension Plan, supplement to the Kaiser Permanente Retirement Plan, at date of hire. The terms of the Kaiser Permanente Retirement Plan are established by the Employer and the future of the program and its provisions will be determined by the Employer.

3503 The formula for normal monthly retirement income shall be 1.45% of final average monthly compensation multiplied by years and months of Credited Service. Final average monthly compensation is the monthly average of an employee's base 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.

3504 One year of Service will be earned for each calendar year in which the employee is compensated for 1,000 or more hours of employment. In years when the employee attains fewer than 1,000 compensated hours, prorated service will be given. Service is used to determine vesting and an

employee's eligibility for Early, Normal, Postponed, and Disability retirement, or for Deferred Vested Pension benefits.

3505 Effective on the date of contract ratification, any calendar year on or after the date of contract ratification in which an employee receives pay for 1800 hours or more is a full year of Credited Service which is used to determine benefits. 2000 hours is needed for a year of Credited Service for years prior to date of contract ratification.

3506 Section 2 – Kaiser Permanente 401(k) Plan (KP401k)

3507 Each employee is eligible to participate in the KP401k Plan at date of hire. The terms of the program are established by the Employer and the future of the program and its provisions will be determined by the Employer.

3508 Coverages, exclusions, and limitations of the foregoing retirement plan and 401(k) plan are established and controlled by the Employer's agreements with the applicable plans.

3600 ARTICLE 36 – LIFE INSURANCE

3601 Employees regularly scheduled to work thirty-two (32) or more hours per week will receive six thousand dollars (\$6,000) group life insurance, six thousand dollars (\$6,000) Accidental Death and Dismemberment and six thousand dollars (\$6,000) Total and Permanent Disability Employer-paid coverage. Coverage will be effective on the sixty-first (61st) day of employment.

3602 Employees regularly scheduled to work at least thirty-two (32) hours per week may choose to purchase additional life insurance in the amounts of \$10,000; \$20,000; \$30,000; or \$40,000 at the Employer's rate. Accidental Death and Dismemberment coverage with any level of additional coverage purchased will be \$10,000. The additional life insurance amounts are as follows:

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

3603 Employees 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. Employees who wish to purchase optional coverage at a later date must provide proof of insurability.

3604 Employees must be actively at work on the date the Employer-paid 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.

3605 Employees who become totally and permanently disabled will receive the Employer-paid life benefit of \$6,000 and \$10,000 of the optional life insurance (if elected by the employee) paid out in monthly installments for up to five (5) years, depending upon the employee's age at disability. If the employee has elected to purchase insurance in excess of \$10,000, 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 sixty-five (65), returns to work or ceases to be disabled.

3606 Life Insurance Coverage for Retirees

3607 The Employer shall convert the six thousand dollars (\$6,000) life insurance coverage to two thousand dollars (\$2,000) of life insurance coverage Employer-paid for employees who retire under the Early, Normal or Postponed retirement provisions of the Kaiser Permanente Retirement Plan.

3608 Coverages, limitations and exclusions of the foregoing life insurance plans are established and controlled by the Employer's agreements with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

3700 ARTICLE 37 – SURVIVOR ASSISTANCE BENEFIT

3701 Full-time employees will be provided with a survivor assistance benefit equal to one (1) month's base wages. Part-time employees will be provided the survivor assistance benefit prorated based on their scheduled hours. This benefit is payable to the designated beneficiary during the period following the death of the employee.

3800 ARTICLE 38 – EARNED TIME OFF PROGRAM

3801 The Employer will provide an Earned Time Off Program which has three (3) components, as follows:

Designated Holidays
Earned Time Off
Extended Sick Leave

3802 Section 1 – Designated Holidays

3803 New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

3804 Section 2 – Earned Time Off Eligibility Date

3805 The Earned 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 in excess of sixty (60) days. Leaves of absence of 61 or more days will be deducted in their entirety from the Earned Time Off eligibility date. The Earned Time Off eligibility date will not be adjusted for Occupational Leaves of Absences.

3806 Section 3 – Earned Time Off Accrual Schedule

3807 Each full-time employee shall accrue Earned Time Off hours on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month	Days per Year
0 – 4 Years	14.00	21
5 – 8 Years	17.33	26
9 –10 Years	20.67	31
11 Years or More	24.00	36

3808 Part-time employees will accrue paid time off benefits prorated on the basis of actual straight time hours paid in the preceding two (2) pay periods.

3809 Section 4 – Earned Time Off Accumulation and Use

3810 Employees may accumulate up to a maximum of five hundred (500) Earned Time Off hours. Earned Time Off hours may be donated to a benefited employee in accordance with the Employer's existing policy.

3811 Earned Time Off taken for family leave purposes will run concurrent with Family Leave.

3812 Section 5 – Earned Time Off In Service Cash Out Option

3813 Eligible employees may elect to cash-out Earned Time Off during the annual election period in accordance with the existing Employer's Policy.

3814 Section 6 – Designated Holiday During Earned Time Off

3815 If a designated holiday occurs during an employee's scheduled Earned Time Off, that day shall not be charged against accrued Earned Time Off.

3816 Section 7 – Earned Time Off Pay

3817 Earned Time Off pay shall be at the base hourly wage rate the employee is receiving on the date he/she takes his/her time off.

3818 Section 8 – Disposition of Earned Time Off at Retirement or Termination

3819 When employees terminate employment or retire, they will receive a payoff for all hours remaining in their Earned Time Off Account at their base hourly wage rate.

3820 Requesting Vacation Benefits

3821 Employees taking less than one (1) week of vacation will be paid based on their regularly scheduled hours for each day of vacation taken.

3822 Requests for vacation in increments of less than five (5) days must be made a minimum of fourteen (14) calendar days before a desired date.

The employee may request and may receive an available existing date, subject to staffing needs and efficiency of operations.

3823 The Employer will respond to the employee's request within seven (7) calendar days from receipt of the request. If the employee's Department Administrator is absent, the Relief Department Administrator or Designee will approve or deny the request for vacation. However, in justifiable emergencies vacation will be granted upon request.

3824 Vacation Scheduling

3825 Requests for vacation shall be submitted in writing by March 1st for the twelve month period of April 1st, through March 31st, of the following year. The Employer shall inform employees of their vacation scheduled April 1st of each year. The amount of vacation requested may only be for the amount that will be accrued at the time of vacation.

3826 Vacation requests made after March 1st will be scheduled on a first come basis. Vacation requests must be submitted thirty (30) days in advance and will be approved or denied within seven (7) calendar days of receipt of the request.

3827 Vacation units will be determined no later than the end of January of each year, and will be delegated to a joint labor/management committee. The core and minimum staffing levels will be established for the respective vacation units. This information will include a breakdown of the staffing minimum for each unit including any seasonal adjustments.

3828 Employees with pre-approved vacation who transfer to another position will notify the hiring manager of his/her approved vacation. If the manager is unable to approve the vacation, he/she will provide the reason for the denial. If the vacation is denied, it is the option of the employee to accept or decline the transfer.

3829 The employees shall be permitted to select their vacation without restriction throughout the vacation year, subject to efficiency of operations issues known at the time of request. Such requests will not be unreasonably denied.

3830 The vacation schedule may be changed by the Employer only for extreme and compelling reasons to ensure the orderly operation of the service area.

- 3831 The total maximum annual vacation entitlement may be taken in one (1) consecutive period or may be split with the approval of the Employer and the employee into increments of no less than one (1) week. For those employees choosing to split their vacation period into two (2) or more increments, seniority will apply on the first choice of vacation increment in each anniversary year. Upon all employees making said first choice, there shall be a second choice by seniority. In justifiable circumstances, the employee may request to split his/her vacation into increments of less than one (1) week. After March 1st, an employee may not exercise seniority to displace a less senior employee whose vacation was approved.
- 3832 Employees will cease accruing Earned Time Off (ETO) hours once their unused ETO account balance equals five hundred (500) hours. Employees must reduce their ETO account balance below five hundred (500) hours to receive accruals.
- 3833 Employees who suffer a disabling accident or hospitalization while on Earned Time Off may convert the Earned Time Off to Extended Sick Leave as applicable.
- 3834 Employees on Extended Sick Leave may, prior to the exhaustion of their Extended Sick Leave hours, elect to receive payment from their available Earned Time Off hours which will delay the commencement of an unpaid Medical or Occupational Leave. Once employees are on an unpaid leave of absence, they may request payment of their ETO hours which will serve as additional income only. Such ETO hours cannot extend the length of the Medical or Occupational Leave.
- 3835 Section 9 – Extended Sick Leave and Income/Extended Income Protection Plan
- 3836 Extended Sick Leave
- 3837 Extended Sick Leave hours will be earned on the basis of six (6) hour per month for each calendar month of employment. Payment of Extended Sick Leave hours will commence after the third (3rd) consecutive day of illness or on the first (1st) day of hospitalization.
- 3838 Part-time employees will accrue Extended Sick Leave hours at a rate of six (6) hours per month prorated based on actual straight time hours paid in the preceding two (2) pay periods.

3839 Employees will not receive a payoff of Extended Sick Leave hours when they terminate employment or retire, however, employees who retire or terminate with a vested status under the Basic Pension Plan will receive Credited Service under the Basic Pension Plan equal to the number of hours remaining in their Extended Sick Leave Account if they have at least two hundred and fifty (250) hours of Extended Sick Leave hours.

3840 Extended Sick Leave Payments

3841 Extended Sick Leave pay shall be at the base hourly wage rate the employee is receiving on the date he/she takes his/her time off.

3842 Time taken as Extended Sick Leave shall not be considered as time worked for the purpose of calculating overtime.

3843 Holiday During Extended Sick Leave

3844 Designated holidays which occur while the employee is on Extended Sick Leave will not be charged against the employee's Extended Sick Leave account. Employees will be paid for such holiday as unworked holiday.

3845 Use of Extended Sick Leave for Family Illness

3846 Employees may utilize up to one-half (1/2) of their annually accrued Extended Sick Leave for the purpose of providing care to their sick spouse or eligible domestic partner, children, or parent starting on the first (1st) day of hospitalization or after the third (3rd) consecutive day of illness.

3847 Integration with State Disability Insurance/Workers' Compensation Insurance

3848 If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation Insurance (WCI) payments, integration with Extended Sick Leave shall occur.

3849 It is the employee's responsibility to promptly file claims for any compensatory benefits for which he/she may be entitled and to provide documentation supporting the amount of such benefits.

3850 Section 10 – Disability Benefits – Income Protection and Extended Income Protection

3851 Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan.

3852 The benefit amount will be equal to either fifty percent (50%) of base wages, sixty percent (60%) if integrated with a statutory plan (i.e., State Disability Insurance, Workers' Compensation Insurance, etc.), or one hundred percent (100%) 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 dollars (\$1,000) per month.

3853 Eligibility for Income Protection of Extended Income Protection

3854 Eligibility for Income Protection or Extended Income Protection is based on length of service.

3855 Income Protection Benefit – This benefit is provided to employees with less than two (2) years of service. Employees will receive a benefit commencing at the latter of exhaustion of Extended Sick Leave or according to SDI guidelines (i.e., eighth (8th) days of illness) and will continue for up to one (1) year from the date of disability with continued medical certification.

3856 Extended Income Protection Benefit – This benefit is provided to employees with two (2) or more years of service. Employees will receive a benefit commencing at the latter of exhaustion of Extended 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.

3857 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.

3900 ARTICLE 39 – LEAVES OF ABSENCE

3901 Section 1 – Eligibility

3902 Leaves of absence without pay may be granted to full-time and part-time employees who have at least six (6) months of continuous service. However, in the case of disabilities related to pregnancy, occupational injury/illness or military, the six (6) month eligibility requirement is waived. Medical Leave, Occupational Injury or Illness Leave and Personal Leave taken for family leave purposes will run concurrent with Family Leave.

3903 Section 2 – Medical Leave

3904 A Medical Leave of Absence without pay for non-occupational injury/illness, including conditions related to pregnancy, shall be granted upon the exhaustion of Extended Sick Leave and elected Earned Time Off benefits, if the election of ETO occurs immediately upon the exhaustion of ESL. A physician's certification setting forth the necessity for such a leave and the anticipated duration of disability must be provided. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

3905 Employees with less than three (3) years of service shall be granted a Medical Leave of Absence up to a maximum of ninety (90) days. Employees with three (3) or more years of service shall be granted a Medical Leave of Absence for up to a maximum of one (1) year.

3906 Premiums for continued Health Plan coverage, dental plan coverage and Employer-paid group life insurance coverage during an authorized Medical Leave and in the case of disabilities due to pregnancy will be paid by the Employer for the entire period of the leave provided 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.

3907 Employees on a Medical Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.

3908 Section 3 – Occupational Leave

3909 Upon the exhaustion of Extended Sick Leave and, if elected, Earned Time Off benefits, an Occupational Leave will be provided to employees disabled due to work related illness or injury, provided that a physician's certification is submitted 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.

3910 Employees will be provided an Occupational Leave for up to a maximum of two (2) years. An employee who exhausts the two (2) year Occupational Leave of Absence and has not returned to work shall be terminated.

3911 The Occupational Leave will expire in less than two (2) years if an employee is no longer disabled and can perform his or her predisability job with or without reasonable accommodation; 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 from 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.

3912 While on an Occupational Leave of Absence, employees are obligated to comply with the procedures set forth in this Agreement and with all other policies, procedures and laws relating to Workers' Compensation benefits.

3913 Premiums for continued Health Plan coverage, dental plan coverage and Employer-paid group life insurance coverage during an authorized Occupational Leave will be paid by the Employer during the entire period of leave.

3914 Employees on an Occupational Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.

3915 Section 4 – Family Leave

3916 Leaves for the situations which are covered by the Family Leave and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.

3917 The Employer will comply with the provisions of the California Family Rights Act of 1991, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violation of this Paragraph must be pursued under the procedures of these Acts.

3918 Section 5 – Benefits While on Family Leave

3919 Premiums for continued Health Plan coverage, dental plan coverage and Employer paid group life insurance coverage during an authorized Family Leave will be paid by the Employer during the entire period of leave.

3920 Employees on a Family Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.

3921 Section 6 – Military Leave

3922 All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of USERRA, as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of that Act.

3923 The Employer agrees that employees on extended military duty will have their Earned Time Off, Extended Sick Leave, and other benefits restored upon reinstatement in accordance with the above named statutes.

3924 Employees covered by this Agreement who are called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing the Employer with a certificate of evidence of his/her service, shall be granted up to two (2) weeks 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.

3925 Premiums for continued Health Plan coverage, dental plan coverage and Employer paid group life insurance coverage during an authorized Military Leave will be paid by the Employer during the leave not to exceed ninety (90) calendar days.

3926 Section 7 – Personal Leave

Personal Leaves of Absence, without pay, may be granted for compelling emergency reasons, subject to the eligibility requirements for leaves,

provided there are no adverse scheduling problems. The maximum period for a Personal Leave of Absence is thirty (30) calendar days.

3927 Section 8 – Benefits While on Personal Leave

3928 Premiums for continued Health Plan coverage, dental plan coverage and Employer paid group life insurance coverage during an authorized Personal Leave will be paid by the Employer during the entire period of leave not to exceed thirty (30) calendar days providing three (3) calendar months lapse between incidents of application.

3929 Employees on a Personal Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.

3930 Section 9 – Bereavement Leave

3931 Effective the first day of the month following eligibility, full-time and part-time employees are eligible for bereavement leave. 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 not be taken on consecutive days.

3932 Immediate family member for Bereavement Leave is defined as the employee's:

- spouse or domestic partner who is registered with the state/local government or has a KP affidavit of domestic partnership and the family members listed below of the employee or his/her spouse or domestic partner
- parent, step parent, parent in-law, step parent in-law, in loco parentis parent
- daughter, step daughter, daughter in-law, step daughter in-law
- son, step son, son in-law, step son in-law
- sister, step sister, sister in-law, step sister in-law
- brother, step brother, brother in-law, step brother-in law
- in loco parentis child, legal ward, legal guardian, foster child, adopted child
- grandparent, step grandparent
- grandchildren, step grandchildren
- relative living in the same household as the employee

3933 Part-time employees will receive Bereavement Leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths out of area (300 miles or more one way from the employee's residence). Pay for Bereavement Leave is based on scheduled workdays/hours within such three (3) or five (5) calendar day period.

3934 Section 10 – Jury Duty

3935 Commencing on the first (1st) day of employment, and employee called for jury service will be excused from work. The employee will be paid his/her regular straight time pay for jury service. The employee must show proof of jury service.

3936 On any day of jury service in which an Employee is excused entirely or in sufficient time to permit the Employee to return to work for a minimum of one-half (1/2) of his/her scheduled workday, he/she shall be required to do so.

3937 Section 11 – Reinstatement After an Authorized Leave

3938 When an employee returns to work from an authorized leave of absence, the Employer will return the employee to his/her former position, as soon as is reasonable. If the former position has been filled, or other operational changes make it unreasonable to return the employee to his/her former position, the Employer will make a good faith effort to place the employee in a vacant position that is comparable to the former position as is reasonable under the circumstances.

3939 If an employee works for wages during the leave of absence, without receiving written permission from the Employer, the employee shall be considered automatically terminated.

3940 An employee on a leave of absence who fails to return to work at the expiration of said leave should be considered automatically terminated.

3941 Section 12 – Education Leave

3942 Where a license or certificate issued by the State of California requires ongoing recertification for employment, the Employer agrees to provide educational leave with pay to employees in those classifications.

3943 Full-time employees in eligible classifications 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 are eligible for one (1) working day of leave per year, after completion of one (1) year of service. Unused educational leave shall be cumulative up to a maximum of six (6) days for full-time employees, and two (2) days for part-time employees. Educational leave may be utilized on other than scheduled work days, and shall not count toward weekly overtime.

3944 Requests for educational leave, as well as for any other approved educational program, must 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. It is understood final approval for attendance at an approved educational program must be obtained from local management.

3945 Section 13 – Personal Time Off

3946 Commencing with the first day of employment an employee may request, in advance, Personal Time Off without pay for short periods of time, not to exceed five (5) work days per calendar year. Requests for Personal Time Off shall be submitted in writing. Personal time off will not be unreasonably denied but approval will be based on the Employer's operational needs.

4000 ARTICLE 40 – CONFORMITY TO LAW

4001 If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. If any provision of this Agreement is found to be in conflict with laws of the United States, the State of California or any subdivision having jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

4100 ARTICLE 41 – NO WORK STOPPAGES

4101 The Employer and the Union realize that the Employer's facilities are different in their operations from other industries because of the services rendered to the community and for humanitarian reasons, and agree that there shall 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 the

Agreement to guarantee that there will be no strikes, lockouts or work stoppage.

4102 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

DURATION OF AGREEMENT

4200 ARTICLE 42 – DURATION OF AGREEMENT

4201 This Agreement shall become effective upon the date of ratification November 19, 2009, except as otherwise specifically indicated, and shall continue in effect for three (3) years, after which time all terms and conditions of this agreement will expire.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Agreement on November 19, 2009.

FOR THE EMPLOYER:

Kaiser Foundation Health Plan Southern
California Permanente Medical Group

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

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

/S/ Thomas Williamson
Thomas Williamson

/S/ Arlene Peasnell
Arlene Peasnell

/S/ Maryanne Malzone–Miller
Maryanne Malzone–Miller

/S/ Charles Norris
Charles Norris

/S/ Candace Kielty
Candace Kielty

/S/ Kate Tandy
Kate Tandy

/S/ Mary Felix
Mary Felix

/S/ Deborah Smith
Deborah Smith

/S/ Marilyn Plummer
Marilyn Plummer

/S/ Jeanette Mark
Jeanette Mark

/S/ Ryan Rembaum
Ryan Rembaum

FOR THE UNIONS:

United Food And Commercial Workers
International Union, Local 770

/S/ Ricardo F. Icaza
Ricardo F. Icaza, Local 770

/S/ Diane Bertell
Diane Bertell, Local 770

/S/ Holly Pierce
Holly Pierce, Local 770

/S/ Timi Acosta
Timi Acosta

/S/ Attilah Bachman
Attilah Bachman

/S/ Sandra Medina
Sandra Medina

/S/ Destiny Rojas
Destiny Rojas

WAGE STRUCTURE – APPENDIX A

TRANSITION TO THE NATIONAL AGREEMENT – APPENDIX B

UFCW – Kern County

Newly Organized Unit

November 12, 2009

Revised – November 14, 2009

Pursuant to the National Agreement (Agreement), between Kaiser Permanente and The Coalition of Kaiser Permanente Unions, Section 3, A – Coverage, the Employer and the Union met to discuss the appropriate transition of the newly organized unit (Unit) into the Agreement.

Effective the date of ratification of the local agreement, the Employees in the Unit will be covered by all applicable terms and conditions of the Agreement, with the exception of the wage increases, Tentative Agreement, Wages, Wage Structure and Across the Board Increases & Appendix #1, dated November 12, 2009, sets for the comprehensive agreement regarding wage increases applicable to the employees in the Unit. The negotiated 3% ATB effective October 1, 2009 and 2% ATB effective April 1, 2010, are consistent with the Agreement.

Specific agreements regarding the following selected provisions of the Agreement are listed below:

- Joint Partnership Trust
 - Effective the first pay period in January 2010, employees will begin participating in the Joint Partnership Trust, Section 1, B3 – Joint Partnership Trust and applicable deductions will be made from their hourly rate of pay.

- Performance Sharing Program (PSP)
 - Employees will be eligible for the 2009 PSP, based on the performance metrics for Kern County.

WAGE STRUCTURE AND ACROSS THE BOARD INCREASES – APPENDIX C

A. Across The Board (ATB) Increases will be implemented as shown below:

- A four (4) percent Across the Board increase retroactive to April 1, 2009. This Across the Board increase will be effective the pay period closest to April 1, 2009.
- A three (3) percent Across the Board increase effective October 1, 2009. The effective date will be the pay period closest to October 1, 2009.
- A two (2) percent Across the Board increase effective April 1, 2010. The effective date will be the pay period closest to April 1, 2010.

B. The wage structure shown on Appendix 1 will be implemented the first pay period of January, 2010.

C. Step placements will be implemented effective the beginning of the first pay period of January, 2010. Employees will be placed based on the closest wage rate. No wage reduction will result based on the step placements. The next step increase will be effective the beginning of the first pay period of January, 2011.

D. Wages of New Hires will start at the Start Rate and will progress to the next step based on anniversary date.

UFCW SIDE LETTER #1 – SENIORITY – APPENDIX D

The following list delineates the Bargaining Unit Seniority dates for all full-time and part-time employees hired into this unit prior to December 18, 2008.

<u>Name</u>	<u>Seniority Date</u>	<u>Name</u>	<u>Seniority Date</u>
Hoover, Kelley R	Dec 27, 1988	Batdorf, Georgina C	May 16 2005
Dennis, Gayle I	Aug 14, 1989	Trask, Kathie L	Jun 13, 2005
Bachman, Attilah L	Dec 5, 1989	Elizondo, Sara Lucia	Jun 20, 2005
Garcia, Elvira	Jun 25, 1990	Buzby, Leslie A	Sep 12, 2005
Medina, Elvira	Sep 24, 1990	Rhodes, Jennifer Elizabeth	Oct 31, 2005
Medina, Sandra Rose	Jul 6, 1992	Negrete, Yolanda I	Feb 20, 2006
Guerrero, Ruben	Jul 11, 1994	Gomez, Sabrina Starla	Apr 3, 2006
Salcido, Catalina A	Dec 28, 1994	Altamirano, Zulma E	May 1, 2006
Ruby, Angelinne I	May 6, 1996	Leavitt, Kristen	Jun 5, 2006
Andreatta, Sherry L	Jul 28, 1997	Hernandez, Jose	Aug 14, 2006
Castro, Timi	Nov 27, 2000	Gutierrez, Lourdes D	Feb 19, 2007
Saleib, Isis M	Dec 11, 2000	Vera, Veronica Maritza	Oct 8, 2007
Rojas, Destiny L	Jan 4, 2001	Breedlove, Jason	Oct 8, 2007
Harrington, Dia B	Apr 2, 2001	Burtcher, Alyson J	Mar 3, 2008
Domingo, Connie M	Jul 16, 2001	Arvizu, Amber Darlene	Jun 2, 2008
Hill, Deanna L	Sep 4, 2001	Galvan, April Dee	Jun 16, 2008
Schneider, Krista	Jun 10, 2002	Gunter, Hali Rose	Jul 7, 2008
Lauritzen, Christine	Jun 17, 2002	Claro, Christina	Jul 21, 2008
Foster, Ruben	Mar 24, 2003	Jacobson, Rachael Marie	Aug 18, 2008
Rodriguez, Sofia	Mar 26, 2003	Kelly, Elvira Leticia	Aug 24, 2008
Haller, Amy B	Nov 17, 2003	Flynn, Denise Suzanne	Sep 15, 2008
Sanchez, Francis D	Apr 12, 2004	Gonzales, Jason	Oct 6, 2008
Mayall, Lisa M	Jan 10, 2005	Robison, Misty AR	Oct 6, 2008
Jones, Robin E	Mar 14, 2005	Blair, Mary Ruth	Nov 17, 2009

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