

2018 ALLIANCE NATIONAL AGREEMENT and UFCW Local Contract

Tentative Agreements – Kern County Main Contract

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 startup 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.
20 years Longevity Pay	After 20 years, employees will receive an additional \$.25/hour pay of 20 years.
Eligibility Section 1 Article 2401-2404	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

	<p>calendar days) in position after successfully passing their probationary period in order to be eligible to apply for transfer to a posted position.</p> <p>Selection of candidates will be made based on their meeting the posted qualifications, demonstrated satisfactory job performance and seniority.</p> <p>Seniority for the purpose of job bidding will be determined as follows:</p> <p>Seniority for full-time and part-time employees will be based on the individuals bargaining unit seniority date.</p> <p>Seniority for on-call employees will be based on hire date.</p>
<p>Job Posting Section 1 Article 2502 & 2506</p>	<p>Notices of job openings within the bargaining unit shall be posted by the Employer by the usual 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>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>Job Bidding Section 2 Article 2509</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>On Call Section 2705</p>	<p>Employees holding on-call positions (other than those employees who work for Central Staffing) will be required to make a work commitment and shall be available to work at least twelve (12) shifts per quarter, four (4) of which must be weekend shifts (as applicable).</p>
<p>Nondiscrimination Article XVIII</p>	<p>The Employer and the Union agree there shall be no discrimination 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 condition (as defined by applicable law), or veteran status.</p>
<p>Personal Leaves of Absence Article 3715</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>Personal Time Off Article 3717</p>	<p>Commencing with the first day of employment where circumstances warrant, an employee may request Personal Time Off without pay for short periods of time not to exceed three (3) work days per calendar year. In verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice. It shall not be a condition of granting Personal Time Off that the employee secure his/her own replacement. Personal Time Off will not be unreasonably denied, but approval will be based on the Employer's operational needs.</p>
<p>Educational Leave Article 3748 & 3750</p>	<p>Educational 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>Educational 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/on-line will be paid at straight time.</p>
<p>Jury Duty Article 3738 & 3739</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. When excused from jury service for a whole or partial day, the employee must notify their supervisor immediately. <u>On any day of jury service in which an employee is excused entirely or in insufficient 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.</u></p>
<p>Term of Kern County Main</p>	<p>10/1/2018-2/1/2022. Local Agreement will expire much closer to National Agreement.</p>
<p>DEFEATED MANAGEMENT PROPOSAL TO LIMIT TRANSFERS</p>	<p>UFCW Rejected and Defeated management proposal to limit an employee from bidding on a transfer more than once in 12 month period.</p>

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

October 1, 2015 – July 1, 2020

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 of 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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LETTERS OF UNDERSTANDING 415

NATIONAL AGREEMENT

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 I - RECOGNITION AND UNION SECURITY

101 Section 1 - Recognition

102 For the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment, the Employer agrees to recognize the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement and employed at the following facilities in Bakersfield, as well as satellite operations of the Kern County Service Area: including, but not limited to, Stockdale Medical Offices, Ming Avenue Medical Offices, East Hills Medical Offices, San Dimas Medical Offices, the Centralized Warehouse, Discovery Plaza, Behavioral Health, Coffee Road Medical Offices, and the Physician’s Plaza, in Kern County in the State of California. Recognition excludes all confidential/ administrative positions.

103 Section 2 - Individual Agreements

104 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.

105 Section 3 - Union Membership

106 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.

- 107 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.
- 108 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. This indemnity refers to the issue of dues payments only and does not include any attorney's fees or other costs.
- 109 Section 4 - Access of Union Representatives
- 110 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 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.
- 111 Section 5 - Shop Stewards
- 112 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.
- 113 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.
- 114 Section 6 - Union Recognition Pins
- 115 Union members shall have the right to wear official union pins.
- 116 Section 7 - Bulletin Boards
- 117 The Union will furnish the Employer with bulletin boards not to exceed twenty-four inches (24") by twenty-four inches (24"). By mutual agreement between the Union and the Employer, the Union may provide the Employer with bulletin boards of a different size. No posting shall be made unless advance

concurrence with the Employer's Human Resources Consultant, or his/her designee, has been obtained. Postings will be made by an authorized Union representative.

118 Section 8 - New Employees

119 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.

200 ARTICLE II - MANAGEMENT'S RIGHTS

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

202 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.

300 ARTICLE III - COMMUNITY DISASTER

301 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, Article IV - 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

400 ARTICLE IV - HOURS OF WORK AND OVERTIME PAY

401 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.

402 Section 2 - Days Off and Starting Times

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

404 Section 3 - Overtime - 1 ½x Regular Rate of Pay

405 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.

406 Section 4 - Overtime - 2x Regular Rate of Pay

407 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.

408 Section 5 - Overtime - 2 ½x Regular Rate of Pay

409 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.

410 Section 6 – Overtime Scheduling

411 Scheduled and unscheduled overtime will be assigned as follows:

- A. Employees interested in working overtime must submit their names to be on the overtime list maintained at each facility. Employees may submit their names to be on the overtime list at any facility.
- B. Scheduled overtime will be offered to the most senior employee qualified to perform the work within the classification, department and facility. However, if no one accepts, the hours will be scheduled by inverse seniority.
- C. 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 qualified employee on duty within the department/facility, prior to being offered to the most senior employee on the overtime list.

500 ARTICLE V - SHIFT DIFFERENTIALS

501 Section 1 - Shift Differentials

502 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.

503 Section 2 - Evening Shift Differential

504 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.

505 Section 3 - Night Shift Differential

506 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.

600 ARTICLE VI - PAY PERIODS AND PAY COMPUTATION

601 Section 1 - Pay Periods

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

603 Section 2 - Method of Computing Pay

604 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.

605 Section 3 - Nonduplication/Nonpyramiding of Overtime

606 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.

700 ARTICLE VII - WORK SCHEDULES AND BREAKS

701 Section 1 - Work Schedules

702 Work schedules shall remain posted at all facilities four (4) weeks in advance in a visible place to all employees, and will be maintained on a weekly basis. 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.

703 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.

704 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 XXVII - Additional Shifts for Regular Part-time and On-call Employees.

705 Section 2 - Weekend Scheduling

706 Weekends will be assigned on an equal rotation by classification within the department. Attendance will be monitored and problems will be addressed.

707 Section 3 - Breaks and Meal Period

708 The Employer will schedule employees for break and meal periods. It is the employee's obligation to adhere to the schedule. Should the employee not be able to take a scheduled break or meal period due to patient care needs, the employee will contact supervision as soon as possible regarding a schedule adjustment.

709 Medical office meal breaks will be scheduled during a predetermined mid-day block of time, or may be scheduled during a period of time outside of the mid-day block of time. Should an employee not be scheduled off during this period, an alternate time will be mutually established between the employee and his/her supervisor or designee.

710 Section 4 - Flexible Schedules

711 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 relating to the workday, as defined in Article IV - Hours of Work and Overtime Pay shall be waived for purposes of overtime provisions.

712 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 discontinue such schedules where efficiency of operations or effective patient care is impeded and/or a negative economic condition evolves.

713 The Parties agree to consider the following schedules, where appropriate. The conditions under which such scheduling may occur is in a Letter of Understanding that is on file with the Union and the Employer.

10 Hour Shifts: Four (4) ten (10) hour shifts at straight time.

12 Hour Shifts: Three (3) twelve (12) hour shifts at straight time the first (1st) week of a pay period and three (3) twelve (12) hour shifts at straight time the second (2nd) week.

714 Section 5 - Voluntary Exchange of Schedules

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

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

717 Section 6 - Designated Holiday Scheduling

718 Work on any designated holiday listed in Article XXXVI - 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 that 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, at their facility.

800 ARTICLE VIII - CALL BACK PAY

801 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.

802 Such pay shall commence at the time the employee arrives at the facility, and shall cease when the employee leaves the facility. If such employee completes his/her assigned work, the employee may be assigned additional work at the Employer's discretion.

900 ARTICLE IX - BILINGUAL DIFFERENTIAL

901 Employees who have demonstrated ability in a second language (to include sign language for the hearing impaired) and are routinely required to translate five percent (5%) or more of their work time, shall receive bilingual differential in the amount of thirty-seven and one-half cents (\$0.375) per hour and paid on all compensated hours per biweekly pay period. The Employer may test employees at the time of hire, or as needed, to ensure that employees have the skills required to be paid the bilingual differential.

902 Employees shall not be required to translate unless they are receiving the bilingual differential except for emergencies or at times when a designated interpreter is unavailable. Employees not pre-assigned to receive bilingual pay, when requested or required to translate, shall receive bilingual pay for all hours worked that day.

903 The parties agree that if an employee declines to translate for a reasonable reason then no discipline will occur. Additionally, if an individual who is not

qualified is required to translate then said employee will not be held liable for any mistranslation.

1000 ARTICLE X - EMPLOYEES WORKING IN A HIGHER CLASSIFICATION

1001 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.

1100 ARTICLE XI - MEETINGS

1101 It is understood the Employer may require employees to attend meetings. Time spent at such meetings will be considered time worked.

1102 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.

1200 ARTICLE XII - PHYSICAL/HEALTH EXAMINATIONS

1201 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.

1202 If the examination is performed during the employee's regularly scheduled shift, the examination time will be considered time worked.

1300 ARTICLE XIII - MILEAGE

1301 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 compensated per the Employer's Travel Expense Policy, except that travel time between job sites during an employee's shift shall be paid as time worked, and the miles so traveled will not be compensated per the above Travel Expense Policy.

1400 ARTICLE XIV - COURT APPEARANCES

- 1401 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.
- 1402 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.

1500 ARTICLE XV - LONGEVITY

- 1501 A longevity differential of thirty-five cents (\$0.35) will be provided to employees after ten (10) years of continuous service.

1600 ARTICLE XVI - ADVANCED HIRING

- 1601 Medical Office Support personnel who are hired from the outside are eligible to be placed on the wage structure with credit for their comparable, previous experience as follows:

<u>Years of Experience</u>	<u>Step Placement</u>
Less than 2	Start Rate
2 but less than 4	1 Year Rate
4 or More	2 Year Rate

- 1602 The Employer retains the right to determine the appropriateness of placement at the above rates.

1700 ARTICLE XVII - 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 XVIII - 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 XIX - 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 XX - 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 occur by inverse bargaining unit seniority within the employee's facility.

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. Work in excess of five (5) days in a workweek shall be voluntary.

2004 A full-time employee's status shall be guaranteed and the employee shall not be involuntarily reduced in status except as provided by Article XXIII - Reduction in Force.

2005 Section 2 - Regular Part-time Employees

2006 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. Cancellation of work shall be by inverse bargaining unit seniority within the employee's facility.

2007 A part-time employee must be available no less than twenty (20) hours of work per week. A part-time employee may work less than a four (4) hour shift and be paid only for hours worked.

2008 Requests for time off must be in accord with current policy.

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

2010 Section 3 - On-call Employees

2011 An on-call employee is defined as one who is assigned specifically on an interim or relief basis only, and only after all regular part-time employees have been afforded an opportunity for relief and/or interim work, in accordance with Article XXVII - Additional Shifts for Regular Part-time and On-call Employees.

2012 In lieu of any insured or paid time off benefits, an on-call employee shall receive a forty-five cents (\$0.45) per hour differential for each hour he/she works.

2100 ARTICLE XXI - SENIORITY

2101 Section 1 - Seniority Definitions

2102 Bargaining unit seniority for full-time, part-time and on-call employees shall be defined as continuous service from the most recent date of hire in a job classification covered by this Agreement.

2103 In the event two or more employees have the same bargaining unit seniority date, seniority will be determined by the last four digits of the social security number from lowest to highest.

2104 Section 2 - Bridging of Seniority

2105 A full-time, part-time or on-call employee who has six (6) months service and has terminated or retired and is rehired within six (6) months will retain all

previously accrued service for benefit accrual purposes, wage rate placement and seniority. Previously accrued sick leave hours will be restored provided they are less than five hundred (500) and were not used for Credited Service pursuant to Paragraph 3640. For all other purposes, the employee will be considered as a new hire.

2106 Section 3 - Break in Seniority

2107 Seniority may be broken only by the following:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Three (3) consecutive scheduled workdays of unreported absence which shall be considered a voluntary quit.
- D. Failure to accept and report to work within ten (10) calendar days after the mailing of notice of recall which shall be sent by registered or certified letter to the last known address shown for the employee on the records of the Employer.
- E. Failure to return to work in accordance with the terms of any leave of absence, unless terms are otherwise agreed upon by the Employer, employee, and the Union.

2200 ARTICLE XXII - PROBATIONARY PERIOD

2201 New Hires (Full-time, Part-time and On-call 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 Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the Grievance Procedure.

2204 The probationary period may be extended only by mutual agreement between the Employer, the Employee and the Union, not to exceed thirty (30) days.

2205 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.

2300 ARTICLE XXIII - 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 or on-call status is deemed to be a reduction in force. Reduction of hours of part-time employee(s) which results in a status change to on-call or 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 and seniority for purposes of said placement. However, should the employee decline placement in an open position for which he/she is qualified, that is comparable in pay, 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 his/her Area 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 Area, 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 as described in Paragraph 2405. 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 On-call or Per Diem employees shall have no displacement rights during a reduction in force, but may be displaced by full-time or part-time employees who are impacted by a force reduction consistent with the provisions of this Article.

2308 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.

2309 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.

2310 No recall rights will be provided to any employee who rejects to displace another employee in a comparable position according to the above process.

2311 On-call Reduction in Force

2312 In the event of a reduction in force of on-call positions, bargaining unit seniority will apply. The number of on-call employees in the classification(s) in which reductions are needed will be laid off using inverse bargaining unit seniority.

2400 ARTICLE XXIV - TRANSFER RIGHTS

2401 Section 1 - Eligibility

2402 Employees who successfully complete their probationary period shall be eligible to apply for 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 Seniority for the purpose of job bidding will be determined as follows:

Seniority for full-time and part-time employees will be based on the individuals bargaining unit seniority date or...

Seniority for on-call employees will be based on service to date hours in the bargaining unit.

2405 Section 2 - Transfer Evaluation Period

2406 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 classification and position or to a comparable position.

2407 An employee may elect to return to his/her former classification within fourteen (14) workdays from date of transfer.

2500 ARTICLE XXV - JOB POSTING AND JOB BIDDING

2501 Section 1 - Job Posting

2502 Notices of job openings within the bargaining unit shall be posted on the Employer's website for a minimum of seven (7) calendar days. Postings shall include the internal/external posting dates. The Union will be notified of all job postings.

2503 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.

2504 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).

- 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 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.
- 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 to Human Resources. Human Resources will review the request to ensure completeness and to verify that employees possess the required posted qualifications.
- 2510 Verified transfer requestsu 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, bargaining unit seniority shall prevailu.
- 2512 Qualified employees with current formal discipline in the personnel file may be considered for the position, however the final hiring decision rests with the Employer.
- 2513 All qualified employees who have submitted transfer requestsu after the seven (7) day internal posting period shall be given equal consideration with non-bargaining unit applicants.
- 2514 Employees who transfer shall undergo a ninety (90) day transfer evaluation period in the new position. An employee may elect to return to their former or comparable job within fourteen (14) calendar days from date of transfer. An employee who does not successfully complete the ninety (90) day transfer evaluation period will be returned to his/her former, or comparable job.
- 2515 Section 3- Job Bidding for New Departments.

- 2516 Should the Employer open a department that is new to the Kern County service area and such department is determined to be within the jurisdiction of UFCW Local 770 then, prior to the opening of the department, positions requiring unique skills will be posted for the purpose of cross training. Current employees will be offered and selected for both cross training and, on successful completion of the cross training, placement in the new position. Such candidate(s) will have their current position(s) temporarily covered by float employees.
- 2517 Upon completion of the training, crossed-trained employees will return to their prior positions until such time as the new department opens.
- 2518 Crossed-trained employees will undergo a transfer evaluation period, as defined in the collective bargaining agreement, once they assume their new duties.
- 2519 Section 4 - Position Cancellation
- 2520 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.
- 2521 Section 5 - Cross Training
- 2522 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. Employees who are on probation or have current discipline in file will not be selected for cross training.
- 2523 Employees can choose not to participate in cross training by not volunteering to be cross trained. Such employees can become candidates for future cross training by volunteering when opportunities are offered.
- 2600 ARTICLE XXVI - NEW OR REVISED JOBS
- 2601 In the event the Employer establishes a new job or significantly changes the content of an existing job, the Employer will submit the new higher or lower wage rate to the Union. The Parties concur such wage rate shall be established utilizing the agreed upon Community Based Survey.
- 2602 If the Parties are unable to agree on the new community wage, the survey results may be submitted to the grievance and arbitration procedure. Issues regarding job content are not subject to the grievance and arbitration procedure.

2603 Classifications will not be reviewed more than once in a twelve (12) month period.

2700 ARTICLE XXVII - ADDITIONAL SHIFTS FOR REGULAR
PART-TIME AND ON-CALL 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. Regular part-time employees shall be offered additional shifts based on bargaining unit seniority at their facility.

2702 On-call employees may be utilized where no full-time or part-time employees are available within a facility to work the additional hours.

2703 Such nonscheduled shifts will not be offered if doing so would result in overtime.

2704 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 XXVIII - DISCIPLINE AND DISCHARGE

2801 The Employer shall have the right to discipline and/or discharge any employee for just cause. This includes the Employer's right to discharge employees immediately without prior warning or absent progressive discipline for serious offenses, including, but not limited to, gross misconduct or gross negligence.

2802 An employee shall have the right to request that a Union Representative be present at any meeting with the Employer when such meetings are accusatory or disciplinary in nature.

2803 Section 1 - Nondisciplinary Counseling

2804 Prior to formal discipline, verbal and written counseling may occur which is not subject to the grievance and arbitration procedure.

2805 Section 2 - Notices of Discipline

2806 Progressive discipline is defined as a four (4) step process consisting of the following steps:

- Initial written warning;

- Subsequent written warning;
- Final warning/Suspension; and,
- Termination.

2807 The Employer agrees to remove from each employee's personnel record notices of discipline for which there has been no recurrence of a similar nature for twelve (12) months. Notwithstanding the above, if an employee who has a notice of discipline in file is absent for a period of thirty (30) days or more, then upon their return to work the notice of discipline will be extended in the file until the Notice has been in file a total of twelve (12) months worked.

2808 Section 3 - Suspension

2809 An employee may be placed on an investigatory suspension. Should the Employer determine that a disciplinary action involving suspension/termination is unwarranted, then the employee will be reimbursed for all regularly scheduled hours that would have occurred during such investigatory suspension.

2900 ARTICLE XXIX - GRIEVANCE PROCEDURE

2901 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.

2902 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.

2903 First Step

2904 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. The requested remedy will be stated at the Step I meeting. 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 II without a prior meeting at Step I.

- 2905 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.
- 2906 Second Step
- 2907 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.
- 2908 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.
- 2909 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.
- 2910 Third Step
- 2911 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 Manager of Labor Relations-South, or his/her designee.
- 2912 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 Manager of Labor Relations-South, or his/her designee shall have seven (7) work days to respond.
- 2913 Arbitration
- 2914 The Union will have seven (7) work days following receipt of the Step Three response, in which to appeal the grievance to arbitration.
- 2915 Appeals to arbitration will be made by letter to the Manager of Labor Relations-South.
- 2916 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.

2917 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.

2918 The decision of the Arbitrator shall be final and binding upon the Parties.

2919 Expenses of arbitration shall be shared equally by the Parties. Each Party will be responsible for the cost of its representation and witnesses.

2920 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.

2921 Mediation

2922 A grievance may be referred to mediation by mutual agreement of the Parties following a timely appeal to arbitration.

2923 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.

2924 Time Limits

2925 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.

2926 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.

3000 ARTICLE XXX - DRESS CODE

3001 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.

3100 ARTICLE XXXI - SAFETY

3101 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.

3102 In addition, there will be employee participation on committees responsible for safety in the employee's work area.

FRINGE BENEFITS

3200 ARTICLE XXXII - HEALTH AND DENTAL PLANS

3201 Section 1 - Employee and Dependents Health Plan Coverage

3202 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, alcoholism and drug dependency, prescriptions and post-surgical breast prostheses for mastectomies. Coverage is provided to the eligible employee and all eligible dependents. Medical office visits and prescriptions have a co-payment of five dollars (\$5.00) per visit/purchase. Coverage is effective the first (1st) day of the month following one (1) full month of employment.

3203 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.

- 3204 Health Plan Coverage terminates at the end of the month in which the employee terminates, transfers to an ineligible status or in the event premiums lapse while on an unpaid leave of absence.
- 3205 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.
- 3206 Section 2 - Health Plan Coverage for Retirees
- 3207 The Employer will make available an alternative health plan to all eligible retirees and eligible dependents who reside outside of the Southern California Health Plan service area. For retirees who are eligible 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 plan. The retiree, spouse or domestic partner, will be required to assign Medicare, when applicable. For retirees who are eligible for Employer-paid Retiree Health Plan and who move to an area not served by Kaiser Permanente, an out-of-area plan is available. The retiree also has the option of maintaining their Southern California Kaiser Permanente Retiree Health Plan.
- 3208 At age sixty-five (65), the prevailing Employer-paid Health Plan Coverage coordinated with Medicare shall be provided to an employee who has 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 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.
- 3209 Section 3 - Employee and Dependents Dental Coverage
- 3210 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.
- 3211 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.
- 3212 Coverage under the prepaid dental plans such as Private Medical Care, Inc. (PMI) or United Concordia 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.

3213 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)

3214 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.

3215 Dental Plan Coverage terminates at the end of the month in which the employee terminates, transfers to an ineligible status or in the event premiums lapse while on an unpaid leave of absence.

3216 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.

3217 Section 4 - Benefits for Domestic Partners

3218 Benefits for domestic partners are administered in accordance with the Employer's policies and guidelines regarding domestic partners.

3300 ARTICLE XXXIII - KAISER PERMANENTE RETIREMENT PLAN

3301 Section 1 - Retirement Plan

3302 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.

- 3303 The formula for normal monthly retirement income shall be 1.4% 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. Effective March 1, 2003, normal retirement income shall be computed at 1.45% of final average monthly compensation multiplied by all years of Credited Service.
- 3304 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.
- 3305 Any calendar year in which an employee receives pay for 2,000 hours or more is a full year of Credited Service which is used to determine benefits. For years on or after January 1, 2003, a year of Credited Service is based on 1,800 hours. Credited Service is prorated for those years in which an employee receives pay for less than 2,000 or 1,800 hours, as applicable. Credited Service is used to determine the amount of monthly benefits.
- 3306 The normal monthly retirement benefit shall represent 1.4% of final average compensation multiplied by years of credited service. Final average pay is the monthly average of wages over the highest sixty (60) consecutive months of compensation in the last one-hundred twenty (120) months of employment.
- 3307 Section 2 - Kaiser Permanente 401(k) Plan (KP401(k))
- 3308 Each employee is eligible to participate in the KP401(k) 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.
- 3309 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.
- 3400 ARTICLE XXXIV - LIFE INSURANCE
- 3401 An employee who is 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.

3402 An employee who is 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

3403 The employee must elect to purchase the optional life insurance at time of hire. Coverage will be effective on the sixty-first (61st) day of continuous employment.

3404 The employee 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.

3405 If an employee becomes totally and permanently disabled, the Employer-paid life and \$10,000 of the additional life insurance (if elected by the employee) will be paid out in monthly installments for up to five (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.

3406 Life Insurance Coverage for Retirees

3407 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.

3408 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.

3500 ARTICLE XXXV - SURVIVOR ASSISTANCE BENEFIT

3501 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.

3600 ARTICLE XXXVI - PAID TIME OFF PROGRAM

3601 The Employer will provide a Paid Time Off Program which has four (4) components, as follows:

- Designated Holidays
- Vacation
- Sick Leave
- Life Balance Days

3602 Section 1 - Designated Holidays

3603 The following days are designated as paid holidays:

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

3604 An employee who is normally scheduled to work on a day which a designated holiday falls, may not be displaced by a more senior employee who is not normally scheduled to work that day.

3605 Section 2 - Unworked Designated Holiday Pay

3606 Unworked designated holiday pay for full time employees shall be calculated at the employee's straight time hourly rate times eight (8) hours. Paid unworked holidays shall not be considered as time worked for the purpose of calculating overtime

3607 Part-time employees' pay for designated non-worked holidays will be prorated at the rate of ten percent (10%) of all straight time hours paid to them during the previous pay period.

3608 Designated Holiday Falling on Employee's Day Off

3609 If a full-time employee's regularly scheduled day off falls on a designated holiday, he/she has the option of receiving straight time pay for the holiday not worked or scheduling a substitute day off, by mutual agreement with

supervision, within thirty (30) days preceding or thirty (30) days following the holiday with eight (8) hours holiday not worked pay. It is the employee's responsibility to exercise this option during the pay period preceding the holiday. If the Employer is not contacted prior to the holiday, the Employer will pay the unworked holiday at eight (8) hours straight time.

3610 Section 3 - Vacation

3611 Vacation Eligibility Date

3612 The vacation 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 thirty (30) days or for the period of time that the employee worked in an ineligible status. Leaves of absence of 31 or more days will be deducted in their entirety from the vacation eligibility date. The vacation eligibility date will not be adjusted for Occupational Leaves of Absences.

3613 Vacation Accrual

3614 Each full-time employee shall accrue vacation hours on a monthly basis in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours per Month</u>	<u>Days per Year</u>
0-4 Years	6.66	10
5-8 Years	10.00	15
9-10 Years	13.33	20
11 Years or More	16.66	25

3615 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.

3616 Section 4 - Vacation Accumulation and Use

3617 Employees may accumulate up to a maximum of two (2) times their annual vacation accrual. Vacation hours may be donated to a benefited employee in accordance with the Employer's existing policy.

3618 Vacation taken for family leave purposes will run concurrent with Family Leave.

3619 Requesting Vacation Benefits

3620 Employees taking less than one (1) week of vacation will be paid based on their regularly scheduled hours for each day of vacation taken.

3621 Requests for vacation in increments of less than (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.

- 3622 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.
- 3623 Vacation Scheduling
- 3624 Requests for vacation shall be submitted in writing by March 1 for the twelve month period of April 1, through March 31, of the following year. 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. The Employer shall inform employees of their vacation scheduled by April 1 of each year. The amount of vacation requested may only be for the amount that will be accrued at the time of vacation. Vacation requests made after March 1st, will be scheduled on a first come basis.
- 3625 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.
- 3626 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.
- 3627 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.
- 3628 The vacation schedule may be changed by the Employer only for extreme and compelling reasons to ensure the orderly operation of the service area.
- 3629 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 1, an

employee may not exercise seniority to displace a less senior employee whose vacation was approved.

3630 Section 5 - Vacation In-Service Cash Out-Option

3631 Eligible employees may elect to cash-out vacation during the annual election period in accordance with the existing Employer's Policy.

3632 Section 6 – Designated Holiday During Vacation

3633 If a designated holiday occurs during an employee's scheduled vacation, that day shall not be charged against accrued vacation.

3634 Section 7 – Vacation Pay

3635 Vacation pay shall be at the base hourly wage rate the employee is receiving on the date he/she takes his/her time off.

3636 Section 8 – Disposition of Vacation at Retirement or Termination

3637 Employees will receive a payoff for all hours remaining in their Vacation Account when they end employment or retire.

3638 Section 9 – Sick Leave and Income/Extended Income Protection Plan

3639 Sick Leave

3640 Sick leave hours will be earned on the basis of ten (10) hours per month for each calendar month of employment.

3641 Part-time employees will accrue sick leave hours at a rate of ten (10) hours per month prorated based of actual straight time hours paid in the preceding two (2) pay periods.

3642 Employees will not receive a payoff of sick leave when they end employment or retire, however, employees with a balance of two hundred and fifty (250) or more sick leave hours at the time of retirement or termination will receive Credited Service under the Basic Pension Plan equal to the number of hours remaining in their Sick Leave Account. Employees who terminate with eligibility for a Deferred Vested Pension and have at least two hundred and fifty (250) hours of sick leave in their bank will also receive Credited Service in their Basic Pension Plan calculation.

3643 Integration with State Disability Insurance/
Workers' Compensation Insurance

- 3644 If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation Insurance (WCI) payments, integration with paid sick leave shall occur.
- 3645 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.
- 3646 Section 10 - Disability Benefits - Income Protection and Extended Income Protection
- 3647 Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan.
- 3648 The benefit amount will be equal to either fifty percent (50%) of abase wages, sixty percent (60%) if integrated with a statutory plan (i.e., State Disability Insurance, Workers' Compensation Insurance, etc.), or seventy percent (70%) 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.
- 3649 Eligibility for Income Protection or Extended Income Protection
- 3650 Eligibility for Income Protection or Extended Income Protection is based on length of service.
- 3651 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 sick leave or according to SDI guidelines, and will continue for up to one (1) year from the date of disability with continued medical certification.
- 3652 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 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.
- 3653 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.

- 3654 Section 11 - Life Balance Days
- 3655 Life Balance Days
- 3656 Full-time Employees shall accrue Life Balance days at a rate of 3.33 hours per month to a maximum of 40 hours per year at any given time. Part-time Employees will accrue Life Balance Days on a prorated basis based on hours paid (up to a maximum of eighty (80) hours per pay period) in the previous two (2) pay periods.
- 3657 Life Balance Days may be used for any reason the employee chooses without restriction and may be used for less than a full day. In the event an employee elects to utilize Life Balance Days in conjunction with vacation, those Life Balance Days may be granted only after the vacation selection process outlined in this Agreement. The Life Balance Days will, insofar as possible, be granted on the day(s) most desired by the employee. Requests for Life Balance Day(s) will be made 72 hours in advance and subject to Departmental Approval. The Employer, at its option, may also approve requests made less than 72 hours in advance. Employees will have preference as to their choice based upon department seniority. Life Balance Days requests will be considered for anytime of the calendar year and shall be granted in an emergency situation. In the event that a request(s) for a Life Balance Day(s) is continuously denied and not rescheduled by the Employee, the parties will meet, upon the Union's request, to determine the appropriate resolution. Life Balance Days may be donated to another benefited employee. Life Balance Days that are accrued, and not used, are paid out upon termination, retirement or transfer to an ineligible status.
- 3658 Once granted, a more senior employee shall not be able to displace the granted individual.
- 3700 ARTICLE XXXVII - LEAVES OF ABSENCE
- 3701 Section 1 - Eligibility
- 3702 Leaves of absence without pay may be granted to full-time, part-time and on-call 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.
- 3703 Section 2 - Medical Leave

- 3704 Upon the exhaustion of sick leave and, if elected, Vacation benefits, a Medical Leave of Absence without pay for nonoccupational injury/illness, including conditions related to pregnancy, shall be granted, 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.
- 3705 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.
- 3706 Section 3 - Occupational Injury or Illness Leave
- 3707 Upon the exhaustion of sick leave and, if elected, vacation benefits, an Occupational Injury or Illness 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.
- 3708 Employees will be provided an Occupational Injury or Illness Leave for up to a maximum of two (2) years. An employee who exhausts the two (2) year Occupational Illness or Injury Leave of Absence and has not returned to work shall be terminated.
- 3709 The Occupational Injury or Illness 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.
- 3710 While on an Occupational Injury or Illness Leave of Absence, the employee is obligated to comply with the procedures set forth in this Agreement and with all other policies, procedures and laws relating to Workers' Compensation benefits.
- 3711 Section 4 - Family Leave
- 3712 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.

- 3713 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.
- 3714 Section 5 - Personal Leave
- 3715 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.
- 3716 Personal Time Off
- 3717 Commencing with the first day of employment where circumstances warrant, an employee may request Personal Time Off without pay for short periods of time not to exceed three (3) work days per calendar year. In verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice. It shall not be a condition of granting Personal Time Off that the employee secure his/her own replacement.
- 3718 Section 6 - Military Leave
- 3719 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.
- 3720 The Employer agrees that employees on extended military duty will have their Vacation, Life Balance Days, Sick Leave, and other benefits restored upon reinstatement in accordance with the above named statutes.
- 3721 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.
- 3722 Section 7 - Benefits While on Medical Leave
- 3723 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, providing three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial

authorized Medical Leave expires, according to an employee's eligibility for Medical Leave.

3724 Employees on a Medical Leave are eligible to accrue vacation and sick leave benefits for one (1) month.

3725 Section 8 - Benefits While on Occupational Injury or Illness Leave

3726 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 elapse between incidents of application.

3727 Employees on an Occupational Injury or Illness Leave are eligible to accrue vacation and sick leave benefits for one (1) month.

3728 Section 9 - Benefits While on Family Leave

3729 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.

3730 Employees on a Family Leave are eligible to accrue vacation and sick leave benefits for one (1) month.

3731 Section 10 - Benefits While on Personal Leave

3732 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 elapse between incidents of application.

3733 Employees on a Personal Leave are eligible to accrue vacation and sick leave benefits for one (1) month.

3734 Section 11 - Bereavement Leave

3735 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.

3736 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

3737 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.

3738 Section 12 - Jury Duty

3739 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. The employee must show proof of jury service. 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.

3740 Section 13 - Union Leave

3741 An eligible employee who becomes a paid staff member of the Union may request and receive an unpaid leave of absence for up to one (1) year for Union business. Upon completion of the leave of absence, the Employer will attempt to return the employee to his/her former job. If this is not available, the employee will be placed in as comparable a job as possible. Union leave is restricted to not more than two (2) employees at any given time within a Member Service Area. In order for a request for leave to be considered, said request must be provided to the Employer at least one (1) month in advance of the date the leave commences. At least two (2) weeks' notice must be provided to the Employer to return from a Union leave.

3742 No Employer-paid benefits will be provided during a Union leave. The employee will continue to accrue seniority during said leave. The employee

may elect to continue medical, dental, and life insurance coverage during the leave by paying premiums.

3743 Section 14 - Reinstatement After an Authorized Leave

3744 When an employee returns to work from an authorized leave of absence, the Employer will attempt to return the employee to the position he/she held prior to commencing his/her leave. If this cannot be achieved, the employee shall be placed in as comparable a job as possible.

3745 If an employee works for wages during a leave of absence, without receiving written permission from the Employer, the employee shall be considered automatically terminated.

3746 An employee on a leave of absence who fails to return to work at the expiration of said leave will be considered voluntarily terminated.

3747 Section 15 - Educational Leave

3748 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.

3749 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.

3750 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.

3800 ARTICLE XXXVIII - CONFORMITY TO LAW

3801 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.

3900 ARTICLE XXXIX - NO STRIKES - NO LOCKOUTS

3901 The Employer and the Union agree that there will be no lockouts on the part of the Employer, nor suspensions of work on the part of the employees, to include: strikes, sympathy strikes, work slow downs, or work stoppages during the term of this Agreement. The Parties agree that all disputes will be settled by the procedures provided within this Agreement.

DURATION OF AGREEMENT

4000 ARTICLE XL - DURATION OF AGREEMENT

4001 This Agreement shall become effective on October 1, 2015 at 12:01 a.m., except as otherwise specifically indicated, and shall continue in effect until July 1, 2020, at 12:01 a.m., at which time all terms and conditions of this Agreement will expire.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Agreement on October 1, 2015.

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

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

/S/ Ricardo Icaza
Ricardo Icaza

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

/S/ Paul Edwards
Paul Edwards

/S/ Edward M. Ellison, M.D.
Edward M. Ellison, M.D.

/S/ Cindie McGinnis
Cindie McGinnis

/S/ Annie Russell
Annie Russell

/S/ Arlene Peasnall
Arlene Peasnall

/S/ Maryanne Malzone
Maryanne Malzone

/S/ Steven Estrada
Steven Estrada

APPENDIX A - MEDIATION AND FINAL OFFER INTEREST ARBITRATION AGREEMENT

SCPMG AND UFCWIU

PURPOSE

The purpose of the foregoing Mediation and Final Offer Interest Arbitration Agreement is to ensure that there will be no interruption of service to health plan members caused by an inability of the Employer and Union to reach agreement on a replacement Agreement upon expiration of the prior Agreement. The Employer pledges and agrees that there will be no lockout on the part of the Employer following expiration of the Agreement, and the Union pledges and agrees that there will be no strikes, slowdowns, sickouts, picketing, or other concerted activities on the part of the Union following expiration of the Agreement, and both Parties pledge and agree that all disputes will be settled by the procedures which follow.

DISPUTE RESOLUTION MECHANISM

Any unresolved proposals which may arise between the Employer and the Union concerning any subject matter listed in Exhibit A which the negotiators for the Parties are unable to settle by the expiration date of the Agreement, shall be submitted to an Arbitrator for decision pursuant to the provisions of the Mediation and Final Offer Interest Arbitration Agreement.

Should tentative agreement be reached, but not ratified by the rank and file membership, the Parties agree to reconvene within the time frames set forth in this Appendix to attempt to reach further tentative agreement. The Arbitrator will be present at all such negotiating sessions between the Parties. If no tentative agreement is reached, the Parties will submit to the Arbitrator, pursuant to the provisions of the Mediation and Final Offer Interest Arbitration Agreement, their last stated positions, as discussed on any subject matter listed in Exhibit A, that they were unable to settle.

SELECTION OF ARBITRATOR

The Arbitrator shall be selected by mutual agreement of the Parties no later than six (6) months prior to the expiration of the Agreement. Should the Parties fail to reach agreement on an acceptable Arbitrator, the American Arbitration Association will be requested to provide a panel of eleven (11) Arbitrators experienced in interest arbitration. Selection of the Arbitrator will then be made by alternately striking names until one (1) Arbitrator remains.

MEDIATION PROCEDURE

The Arbitrator shall function as a mediator prior to the expiration of the Agreement. The Arbitrator may attend any negotiations session by mutual agreement, but will be present during all negotiation sessions scheduled during the seven (7) calendar day period immediately preceding the expiration date. In addition, the Arbitrator may attend any

side bar meetings by mutual agreement, or any caucus meetings by invitation of either Party.

UNRESOLVED ISSUES

At the conclusion of negotiations immediately following the expiration date, the Parties will jointly stipulate to a list of unresolved issues and present to the other Party each Party's final offer on said issue. The Parties will prepare a joint submission of unresolved issues to be presented to the Arbitrator for decision.

DECISION AND EXPENSES OF THE ARBITRATOR

The arbitration hearing shall be conducted within three (3) workdays following the contract expiration date. Arguments shall be made orally, and the Arbitrator shall render a decision within fifteen (15) workdays after the record is closed. The decision and award of the Arbitrator shall be final and binding upon both Parties. The expenses and fees of the Arbitrator shall be shared equally by the Parties.

FINAL OFFER ARBITRATION PROCEDURE

Any issue from Exhibit A submitted to the Arbitrator following expiration of the Agreement shall be presented by each Party as a final offer. The Arbitrator shall only have authority to select either the Employer's final offer or the Union's final offer to resolve an issue, applying the agreed upon arbitration standards. The Parties expressly agree that the Arbitrator shall not have the authority to compromise or search for middle ground in deciding an issue. The Arbitrator shall decide issues on an individual basis, considering each Party's final offer on that issue.

AUTHORITY OF ARBITRATOR

The Arbitrator shall only have authority to decide issues listed in Exhibit A. Any issue raised by either Party not listed on Exhibit A is an improper issue and the Arbitrator shall issue no decision on said issue, except to state that the issue is improper.

ARBITRATION STANDARDS

Wage Issues

The Arbitrator shall use as a standard in deciding any wage issues the prevailing wage rates and pay practices indicated in the survey by the Health Care Association of Southern California for the same or similar classifications within:

1. The Employer's organization in Southern California.
2. Other employers in the Southern California community.

Benefit Issues

The Arbitrator shall use as a standard in deciding any benefit issue the benefit levels and benefit plans provided to other represented groups of clerical, patient care, and technical employees within the Employer's organization in Southern California.

Paid Time Off and Premium/Differential Issues

The Arbitrator shall use as a standard in deciding any paid time off or premium/differential issues the amount of paid time off or the level of premiums or differentials provided to other represented clerical, patient care, and technical employees within the Employer's organization in Southern California.

ISSUES NOT LISTED ON EXHIBIT A

The Arbitrator shall have no authority to decide an issue not listed on Exhibit A. The Parties agree that any proposal by either side on a non-Exhibit A issue will be bargained in good faith during the negotiation process. Should the Parties agree to a modification, such will be included in the replacement Agreement. Should the Parties be unable to agree to a change, or on new language, the provisions contained in the prior Agreement shall be carried forward without change.

SUNSET CLAUSE

The Parties agree that any future final offer arbitration settlement shall automatically trigger a review of the Mediation and Final Offer Interest Arbitration Agreement. Said review shall occur one (1) year prior to the next contract expiration date following the Arbitrator's decision.

During the review meetings, the Parties shall meet and confer as necessary to consider proposals by either Party to either amend or discontinue the Mediation and Final Offer Interest Arbitration Agreement. Should the Parties mutually agree to modify the procedure, said changes shall be effective immediately and applicable to future collective bargaining associated with the expiration of the Agreement. The Parties may mutually agree to discontinue the entire procedure, but in the absence of mutuality the procedure shall continue in effect until the next Sunset review, during which time these same understandings shall again be applied.

EXHIBIT A

TO

**MEDIATION AND FINAL OFFER INTEREST ARBITRATION AGREEMENT
(APPENDIX A)**

WAGES

1. ATB Increase or Lump Sum Payment
2. Wage Structure
3. Community Survey Group
4. Provisions on Community Survey Agreement
5. Longevity

BENEFITS

1. Employee Health Plan benefit levels
2. Retiree Health Plan for future retirements
3. Pension Plan
4. Employee Dental Plan benefit levels
5. Employee Life Insurance
6. Retiree Life Insurance for future retirements

PAID TIME OFF

1. Designated Holidays
2. Vacation
3. Sick leave
4. Jury Duty
5. Education Leave
6. Bereavement Leave

PREMIUMS AND DIFFERENTIALS

1. Overtime multipliers
2. Designated holiday work multipliers
3. Shift differential

LETTERS OF UNDERSTANDING

October 1, 2005

Mr. Rick Crane, Union Representative
United Food and Commercial Workers International Union
Local 770
816 Camarillo Springs Road, Suite H
Camarillo, California 93012

Dear Mr. Crane:

The following Side Letter has been agreed to by the Parties, and shall run concurrent with the Collective Bargaining Agreement.

MEDIATION

The Parties agree that resolution of a grievance can be achieved through grievance mediation.

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

The expense and fees of the Mediator shall be shared equally by the Parties.

Attendance at mediation sessions shall be limited to the following:

- | | |
|------------|--|
| UNION: | Business Agent
Grievant
Steward |
| EMPLOYER: | Human Resources Consultant, or his/her designee
Labor Relations Representative
Supervisor |
| OBSERVERS: | Either Party may invite observers limited to a reasonable number who shall not participate in the mediation process. |

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 utilized.

The primary effort of the Mediator should be to assist the Parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the Mediator is free to use all of the techniques customarily associated with mediation, including private conference with only one (1) Party.

Mr. Rick Crane
October 1, 2005
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The mediation proceedings shall be entirely informal in nature. Neither attorneys nor court reporters nor any other type of note takers shall be allowed to be present at the proceedings. The relevant facts shall be elicited in a narrative fashion by each Party's spokesperson to the extent possible, rather than through the examination of witnesses.

The rules of evidence will not apply and no record of the proceedings will be made. Either Party may present documentary evidence to the Mediator, which shall be returned to the Parties at the conclusion of the proceedings.

If settlement is not achievable, the Mediator will provide the Parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The Mediator's opinion shall be given orally or in writing together with a statement of reasons for such. The Mediator shall have no authority to compel resolution of the grievance.

If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the Parties are free to arbitrate. If the grievance is

arbitrated, the Mediator shall not serve as the Arbitrator, and nothing said nor done during the mediation process, either by the Parties or the Mediator, shall be used during arbitration.

The Grievant will be permitted time off work to attend mediation proceedings without loss of pay.

If this is your understanding of these matters, please sign this letter in the space provided below.

Sincerely,

/S/ Ramah Baliber
Ramah Baliber
Senior Labor Relations Representative

Date: October 1, 2005

/S/ Rick Crane
Rick Crane, Union Representative
United Food and Commercial Workers
International Union, Local 770

Date: October 1, 2005

October 1, 2005

Mr. Rick Crane, Union Representative
United Food and Commercial Workers International Union
Local 770
816 Camarillo Springs Road, Suite H
Camarillo, California 93012

Dear Mr. Crane:

The following Side Letter has been agreed to by the Parties, and shall run concurrent with the Collective Bargaining Agreement.

MEDICAL APPOINTMENTS

Employees are encouraged to make medical appointments outside of work hours. However, if an employee has approved time off for a medical appointment he/she will let the manager know how much time is needed for such appointment. If the appointment takes longer than expected, the employee will let the manager know that there is a delay.

Side letter not to be included in the contract:

For out of town appointments the employee should let the manager know the location of the appointment and the time needed for such.

If this is your understanding of these matters, please sign this letter in the space provided below.

Sincerely,

/S/ Ramah Baliber
Ramah Baliber
Senior Labor Relations Representative

Date: October 1, 2005

/S/ Rick Crane
Rick Crane, Union Representative
United Food and Commercial Workers
International Union, Local 770

Date: October 1, 2005

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