

**UNITED HEALTHCARE WORKERS - WEST**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**SOUTHERN CALIFORNIA**  
**HEALTH CARE PROFESSIONALS**



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**COLLECTIVE BARGAINING AGREEMENT**

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**KAISER PERMANENTE®**

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

**October 1, 2005 – January 31, 2012**

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## AGREEMENT

100 ARTICLE I – RECOGNITION

101 Section 1 – Recognition

102 The Employer recognizes United Healthcare Workers - West, Service Employees International Union, as the exclusive bargaining agent with respect to wages, hours, and working conditions for employees in classifications shown in Appendix A.

103 Exclusive Collective Bargaining Agent

104 The Cross-Regional Master Agreement is entered into by the signatory parties and reflects the Employer's recognition of the Unions listed in Attachment 1 as the exclusive collective bargaining agent of the Employees in the bargaining units listed in Attachment 1 with respect to the terms and conditions of employment set forth herein.

105 Provisions of the SEIU Cross-Regional Master Agreement incorporated into this Agreement are shaded for identification purposes only.

106 Unit Clarifications, Accretions, and/or Agreements

107 This Agreement shall also apply to any Employees who are added to the bargaining unit by unit clarification, accretion and/or Agreement of the parties.

108 Creation of New Classifications

109 This Agreement shall also apply to any new classification(s) which may be established within the scope of duties now included within a covered bargaining unit.

110 Local Agreements Superseded

111 The provisions of this Cross-Regional Master Agreement shall supersede and replace the equivalent provisions of the local agreements between the Employers and the Unions listed in Attachment 1. If a local agreement does not contain an equivalent provision, the provision of this Cross-Regional Master Agreement shall become a new provision of the local agreement. If there are differences between the bargaining unit descriptions in Attachment 1 and the descriptions contained in a local agreement, the descriptions in the local agreements shall control.

112 Section 2 – Purpose

113 It is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment for employees covered by this Agreement, to collaboratively work to provide high quality, affordable services and care for patients and members, and to promote harmonious relations between the Employer and the Union.

200 ARTICLE II – UNION SECURITY

201 It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of members.

202 Employees who are required hereunder to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required of members, and who fail to do so shall upon notice of such fact in writing from the Union to the Employer be discharged.

203 Section 1 – Deduction and Remittance of Union Dues and Fees

204 The Employer will honor written assignments of wages to the Union for the payment of Union dues and fees, uniformly required, when such assignments are authorized by a signed dues deduction form.

205 The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with a list on hard copy and a disk or electronically (on compatible format) supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

206 The Employer will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted in a form agreed to by the Employer and the Union, and will promptly remit such contributions to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

207 Employer Indemnification

208 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

209 Section 2 – Nondiscrimination

210 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, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by applicable law), or veteran status.

211 There shall be no distinction between wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

212 Section 3 –New Employee Orientation / New Hire

213 The Union and the Employer shall coordinate times for Union Representatives/Stewards to meet with new bargaining unit members for thirty (30) minutes during the New Employee Orientation period. The Employer will provide the Union Representative with New Employee Orientation schedules and updates as they occur. Such time will be scheduled within the new employee orientation agenda. It is further understood that, should the Union designate a Union Steward to meet with new employees, the Steward's time will be paid and the Steward will be released from work for the time needed to meet with employees.

214 Section 4 – Information

215 At the time of employment, a copy of this Agreement shall be given by the Employer to each employee. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving the names, classifications, dates of employment, and rates of pay. On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Employer will forward to Union the names, classifications, dates of employment and rates of pay of new employees and the names of those employees who have resigned or who have been terminated.

216 Section 5 – Courteous and Responsible Relationships

217 The Union and the Employer, including all KP managers, supervisors, physicians, employees, and Union staff, agree:

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

- to treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work.
- to exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty.
- to treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provision of opportunities for input into decisions when they impact people directly.

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

219 Section 6 – Bulletin Boards

220 The Employer will provide adequate space at each facility for posting Union communications. In the event the Union demonstrates the need for a glass-enclosed, locked bulletin board, such shall be provided for the Union’s use.

221 Section 7 – Union Staff Representatives and Shop Stewards

222 Union Staff Representatives

223 A duly authorized Union Staff Representative shall have access to the facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit employees.

224 It is understood by the parties that Union Staff Representatives have legal obligations as employee representatives and, as such, have access rights beyond those of the public and other non-employees.

- 225 Union Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights.
- 226 When entering any of the Employer's facilities, Union Staff Representatives will wear their Union Representative badge issued by the Employer or the Union.
- 227 Union Staff Representatives may confer with an employee and/or his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee, but such conference should not interfere with the work of the employee or the delivery of patient care.
- 228 Section 8 – Union Shop Stewards
- 229 Periodically, the Union will notify the Employer in writing the names of duly authorized Union Shop Stewards.
- 230 The Employer agrees that there will be no discrimination against the Shop Steward because of Union activity.
- 231 Shop Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business. Stewards shall not lose pay because of their participation in activities related to grievances, investigations or disciplinary meetings.

300 ARTICLE III – NEW CLASSIFICATIONS

- 301 If the Employer establishes a new classification within the scope of work performed by classifications represented in this Agreement, an interim rate of pay shall be established. Such rate shall be presented to the Union. The purpose of this action will be to reach agreement with the Union concerning the rate assigned.
- 302 In the event no agreement is reached on the rate, the Employer may place the interim rate into effect, and the Union may use the grievance procedure in objecting to the rate established for the job.

303 If no grievance is filed within the time limits set forth in Article IX,  
the interim rate shall be considered permanent by mutual  
agreement between the parties.

400 ARTICLE IV – EMPLOYEE STATUS DEFINITIONS

401 Section 1 – Full-time Employees

402 A regular full-time employee is one who is regularly scheduled to  
work forty (40) hours per week on a predetermined and continuing  
basis.

403 Section 2 – Part-time Employees

404 A regular part-time employee is one who is regularly scheduled to  
work less than forty (40) hours per week on a predetermined and  
continuing basis.

405 Section 3 – Per Diem Employees

406 A Per Diem employee is one who works as a replacement on an  
intermittent basis or on an as needed basis. If a Per Diem  
employee is offered and accepts a full-time or part-time position,  
his/her Per Diem compensated hours will be converted to accrued  
seniority. Additionally, the employee will receive credit for those  
hours for future benefit accrual purposes.

407 Section 4 – Temporary Employees

408 A temporary employee is an employee who is hired for a specific  
period of time not to exceed six (6) months. The Employer may  
request and the Union will not unreasonably deny extensions to  
this period. Paid time off and other benefits such as insured  
benefits and health and dental plan coverages, do not apply to  
temporary employees.

409 Section 5 – Temporary Employees – Clinical Fellowship Year  
Employees

410 Employees with the designation Clinical Fellowship Year (CFY) are hired for a specified period of time, which is generally nine (9) months in the case of full-time employees, and eighteen (18) months in the case of part-time employees. Eligibility for benefits for such employees is based on their status of employment (e.g., full or part-time).

ARTICLE V – PROBATIONARY PERIOD

501 Probationary Employees

502 The probationary period for employees regularly scheduled for 20 hours or more per week shall be 90 calendar days.

503 The probationary period for employees regularly scheduled for fewer than 20 hours per week shall be 300 hours or 90 calendar days, whichever occurs later.

504 During the probationary period, employees may be discharged without recourse to the grievance procedure.

505 The probationary period may be extended only by mutual agreement between the Employer, the employee and the Union.

506 If an employee is on leave at any time during the probationary period, time spent on leave will not count towards fulfilling the probationary period.

507 Probationary employees shall be provided with appropriate training and orientation tools and a written performance evaluation shall be issued upon completion of 60 calendar days.

508 In no case shall an employee be required to serve more than one probationary period.

600 ARTICLE VI – BARGAINING UNIT SENIORITY

601 Section 1 – Definition of Seniority

602 Seniority for regular full-time employees shall be based on the employee's date of hire into a classification(s) covered by this Agreement. Seniority for regular part-time employees shall be based on the number of compensated hours from the date of hire into a classification(s) covered by this Agreement. If employees covered by this Article have a change in status (i.e., full- or part-time), their seniority date will be adjusted based on the number of compensated hours.

603 In the event two (2) or more employees have identical seniority, the employee with the lowest employee number will be considered the most senior.

604 Section 2 – Loss of Seniority

605 Any employee covered by this Agreement shall lose all seniority rights under this Agreement for the following:

- Discharge for just cause.
- Voluntary resignation.
- Layoff beyond recall eligibility.
- Failure to return from leave of absence.
- Transfer from the Bargaining Unit.
- Retirement.

606 Section 3 – Service Credit

607 Service Credit shall be defined as the length of continuous employment with the Employer less any absence from employment except regularly scheduled days off which exceed sixty (60) calendar days for which no compensation is received. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the seniority date.

608 A regular employee who has six (6) months continuous service and has voluntarily terminated or retired, and is rehired within six

(6) months of said termination or retirement date, shall retain all previously accrued bargaining unit seniority.

609 Section 4 – Reduction in Force

610 Reduction in force shall be defined as the elimination of an employee's position in a department. Reduction from full-time to either part-time or per diem status is deemed to be a reduction in force. Reduction in hours of a part-time employee which results in a status change to per diem or results in the loss of benefits is deemed to be a reduction in force. For employees with the designation of Clinical Fellowship Year (CFY), the completion of a Clinical Fellowship period or the release of such an employee, will not constitute a reduction in force under this Article.

611 The Employer will make every effort to give the Union sixty (60) days notice in advance of a reduction in force.

612 At the Union's request, the Employer agrees to meet and confer with the Union.

613 Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure should a reduction in force occur.

614 In a reduction in force and subsequent recall, the principal of bargaining unit seniority shall govern, providing that employees possess required qualifications.

615 Reduction in force language outlined in this Article will only apply to full-time and part-time employees.

616 At any step in this process, an employee may elect a voluntary layoff and retain recall rights.

617 In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s).

618 Step One

619 The affected employee may be placed into any vacant position of the same status and classification, provided he/she meets the

position requirements, in the following order (the Union agrees to waive posting and seniority for purposes of such placement):

1. Medical Center Area or Regional Service Area
2. Member Service Area
3. Southern California Region

620 An affected full-time employee, at his/her option, will be placed into any vacant part-time position in the employee's classification in the above order, provided he/she meets the position requirements.

Such employees shall retain recall rights, as provided for in this Article. For purposes of such placement, the Union agrees to waive posting and seniority.

621 An employee placed into a comparable vacant/open position(s) within the Medical Center Area/Regional Service Area and Member Service Area will not have displacement or recall rights.

622 If an employee rejects an open comparable position offered at this Step, within the Medical Center Area/Regional Service Area and Member Service Area, the employee will forfeit all displacement rights. Such refusal would result in the employee being laid off with recall rights.

623 Step Two

624 Unless otherwise provided for in this Article, employees who are not placed in accordance with the preceding step, may displace the least senior employee in his/her current classification and status, provided he/she meets the minimum position requirements, in the following order (the Union agrees to waive posting and seniority for purposes of such placement):

1. Medical Center Area/Regional Service Area
2. Member Service Area
3. Southern California Region (at employee's option)

625 Prior to an affected employee displacing another bargaining unit employee in the order above; a contract or agency employee working in the same classification as the affected employee and in the affected employee's Medical Center Area or Regional Service Area and Member Service Area, will be released.

626 An affected full-time employee may displace the least senior part-time employee in his/her classification in his/her Medical Center Area or Regional Service Area and Member Service Area, provided the affected full-time employee has greater seniority than the displaced part-time employee. An employee who rejects displacing another employee in his/her classification and status in the Medical Center Area or Regional Service Area and Member Service Area shall be laid off with recall rights.

627 An affected employee who is unable to displace another employee in a comparable position in the Medical Center Area or Regional Service Area and Member Service Area, and who rejects displacing another employee in a comparable position outside the Medical Center Area/Regional Service Area and Member Service Area, shall be laid off, and retain recall rights as provided for in this Article.

628 Recall

629 The following employees shall have recall rights under this Article:

- An impacted employee who elected layoff at any time in the Reduction in Force process;
- An affected full-time employee who elected a change in status to either part-time or per diem at any point in the Reduction in Force process;
- An employee who was unable to displace another employee in a comparable position in the Medical Center Area or Regional Service area and Member Service Area, and who did not displace another employee in a comparable position outside the Medical Center Area or Regional Service Area and Member Service Area; and,
- An affected full-time employee who was placed into a vacant part-time position in his/her classification, or displaced a part-time employee in his/her classification.

630 Employees shall have recall rights in accordance with this provision for twelve (12) months from the date the employee was laid off or had his/her status reduced.

631 Employees on recall will be given first preference, in order of bargaining unit seniority, for available vacancies for which they qualify.

632 A laid-off employee may refuse a job offer and retain full recall rights if the job is not comparable in status and classification to his/her former position at the time of layoff and not within the Medical Center Area/Regional Service Area and Member Service Area. An employee on recall who declines a comparable position within his/her Medical Center Area/Regional Service Area and Member Services Area shall be removed from the recall list. Additionally, 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 and classification within his/her Medical Center Area/Regional Service Area and Member Service Area at the time of layoff.

## ARTICLE VII – JOB POSTINGS, FILLING VACANCIES, AND TRANSFER EVALUATION AND TRIAL PERIODS

### 701 Section 1 – Job Postings

702 Position vacancies shall be posted for seven (7) calendar days in all facilities with employees covered by this Agreement. A copy of all such postings shall include relevant vacancy information and shall be provided to the Union by regular mail. Each posting shall indicate any special qualifications needed (e.g., Bilingual).

### 703 Section 2 – Filling Vacancies

704 In filling any vacancy covered by this Agreement, all qualified transfer applicants with demonstrated satisfactory job performance shall be preferred over other outside applicants, provided they apply within the posting period, except where the transfer of the employee will deleteriously affect the functioning of either work location.

705 Section 3 – Transfers: Full-time/Part-time Employees

706 In the event two (2) or more full and/or part-time employees who have submitted transfer requests within the seven (7) day posting period and who, in the assessment of the Employer, possess the experience and skill defined in the posted requirements, bid for a full-time or part-time vacancy, the selection of such employee shall be based on demonstrated satisfactory job performance and bargaining unit seniority. In such cases, employees shall receive consideration for vacancies in the order below:

1. Department (Within a Medical Center Area or the Regional Service Area)
2. Medical Center Area/Regional Service Area
3. Member Service Area
4. Southern California Region

707 Section 4 – Transfers: Per Diem Employees

708 In the event two (2) or more Per Diem employees bid for a full-time or part-time vacancy, the selection shall be based on demonstrated satisfactory job performance and total compensated hours, provided, in the assessment of the Employer, the employees possess the experience and skill defined in the posted requirements.

709 Section 5 – Involuntary Transfers

710 In the event it becomes necessary for the Employer to direct the transfer of an employee from one work location to another within a Member Service Area, the least senior employee in the Member Service Area who possesses the required qualifications of the vacancy to be filled, shall be transferred into the position.

711 Section 6 – Transfer Evaluation and Trial Periods

- 712 An employee who transfers into a bargaining unit vacancy that results in a change in classification shall serve a transfer evaluation period for the first ninety (90) calendar days in his/her new classification. An employee who fails to pass the transfer evaluation period in the new classification, will be returned to her or his former classification and, if feasible, work assignment and work location. The employee may elect to return to his/her former classification and position, or a comparable position, within the first fourteen (14) days of the transfer evaluation period. The employee shall have full access to the grievance procedure during this transfer evaluation period. The employee shall receive a written performance evaluation by the completion of her or his transfer evaluation period.
- 713 An employee who remains in the same job classification upon transfer to a new position shall serve a trial period for the first forty-five (45) days in the new position. An employee who fails to successfully pass the trial period will be returned to her/his former or comparable position, work assignment and work location. The employee may elect to return to his/her former classification and position, or a comparable position, within the first fourteen (14) days of the trial period. The employee shall receive a written performance evaluation by the completion of her/his trial period.
- 714 When Per Diem employees transfer to part-time or full-time positions in the same classification, they will be required to undergo a forty-five (45) day trial period if the duties are significantly different from those performed while working as Per Diem.
- 715 The Employer may request from the Union and the Union will not unreasonably deny extensions to the above transfer evaluation and trial periods. In order to request an extension of any such period, the Employer must send a written request to the Union prior to the expiration of the period.

800 ARTICLE VIII – DISCIPLINE AND DISCHARGE

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

802 Supervisors shall ask employees if they wish the presence of a Union Steward and/or Union Representative in any meeting or investigation that may result in discipline. The selection of a Union Representative shall not unduly delay the proceeding.

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

804 In the event the Employer disciplines or discharges an employee, the Employer will, at the request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

805 Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions, and shall have that response attached to the relevant material.

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

900 ARTICLE IX – GRIEVANCE AND ARBITRATION PROCEDURE

901 Section 1 – General Principles

902 Basic Means of Settling Grievances

903 The following procedure shall be applied and relied upon by both parties as the basic means of seeking adjustment of and settling grievances. Grievance, as referred to in this Article, includes every dispute concerning interpretation and application of this contract and/or any dispute concerning wages, hours, or working conditions. All such disputes shall be subject to the grievance procedure.

904 Time Limits

905 Except for grievances alleging errors in wages, benefits errors, or discharge, each grievance arising under this Agreement shall be presented to the appropriate party within thirty (30) calendar days after the grievant had knowledge of the event or should have had knowledge of the event. All discharge grievances shall be referred immediately to Step Two of this procedure within ten (10) calendar days from the date of the discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

906 Both parties agree that the grievance and arbitration procedure should proceed as expeditiously as possible; however, by mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure, may be extended and this extension must be confirmed in writing within the specified time limits. Both parties agree, however, to make their best effort to abide by the time limits outlined in this Agreement. In the event the Union fails to appeal a grievance in a timely manner, the Union may request an extension and the Employer shall grant such extension. If the Employer fails to respond to the grievance within the time limits specified, the grievance may be appealed to the next step of the grievance procedure by the Union.

- 907 Mandatory Meetings
- 908 There shall be a mandatory meeting at each step of the grievance procedure unless waived by mutual agreement of the parties. Employees participating in such meetings shall not suffer any reduction in pay due to their participation.
- 909 Written Grievance Documents
- 910 All grievances, grievance appeals, grievance responses, requests for extensions of time limits and agreements to extend time limits will be given in writing.
- 911 Non Precedent-Setting Settlements
- 912 Grievance settlements or resolutions reached at Step One or Two of the grievance procedure shall not be precedent-setting for any purpose and shall not be used to interpret the language or associated practices of the agreement.
- 913 Good Faith Efforts to Resolve Issues
- 914 The goal of the parties is to achieve early and prompt resolution of issues and disputes through informal and formal interest-based discussions between the steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in this Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution.
- 915 Union Staff Representatives
- 916 Union Staff representatives may participate at any level of the grievance procedure.
- 917 Necessary and/or Relevant Information
- 918 The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely,

good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.

919 Section 2 – Steps of the Grievance and Arbitration Procedure

920 Step One

921 Step One of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.

922 The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor. Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels that further work at this step will not resolve the issue. Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant(s) and the Union Steward within ten (10) calendar days. Participants in Step One discussions should include the employee(s), the involved supervisor, and the Union Steward.

923 Step Two

924 All issues that are not resolved at Step One may be appealed to Step Two within ten (10) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within ten (10) calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter. Grievances regarding discharge must be initiated at Step Two within ten (10) calendar days after the action. In addition, grievances involving workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration

Procedure. Participants in step two should include the employee(s), the union steward, the supervisor, and the human resources representative.

925 Step Three

926 All grievances that are not resolved at Step Two may be appealed to Step Three within ten (10) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Within ten (10) calendar days of the receipt of such appeal a meeting shall be held including the parties' designees, Union Steward and grievant(s). Within ten (10) calendar days after such meeting, the Employer's designee shall respond to the Union staff representative and other meeting participants in writing.

927 Step Four – Arbitration

928 In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or Designee within ten (10) calendar days after receipt of the Step Three response. No grievance shall be appealed to arbitration without first being processed through the appropriate steps of the Grievance and Arbitration Procedure except by mutual agreement.

929 Selection of Arbitrator

930 An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.

931 Authority of Arbitrator

932 The arbitrator shall be prohibited from adding to, modifying or subtracting from, the terms of this Agreement or any supplemental written agreement of the parties. Further, it shall not be within the jurisdiction of the arbitrator to change any existing wage rate or establish a new wage rate. However, grievances involving reclassification and upgrade are within the scope of the grievance procedure and are within the jurisdiction and powers of the

arbitrator, the decision of the arbitrator, however, is limited to changes in the classification of a position within the existing wage schedule. The award of the arbitrator shall be final and binding on both parties.

933 Cost of Arbitration

934 Each party shall pay one-half (½) the cost of the arbitration proceedings which include but are not limited to the cost of the arbitrator, court reporter and transcript for the arbitrator, if mutually agreed to as necessary, conference rooms costs and other related costs, and each party shall be responsible for the cost of its own representatives and witnesses.

935 Section 3 – Grievances Associated With The Master Agreement

936 The parties agree that they will use their best efforts to identify any grievance that may involve interpretation or application of the Master Agreement, or practices relating to the provisions of the Master Agreement, before such a grievance is appealed to Step 3, and this shall be noted in either the Step 2 response or the appeal to Step 3. If such a grievance is resolved at Step 3, it shall be resolved at the local bargaining unit level on either non precedent-setting basis or as a precedent applicable to that bargaining unit only, unless otherwise agreed to by all parties to the Master Agreement. The parties will identify 3 permanent arbitrators who shall be the only arbitrators who may be selected to hear grievances involving the Master Agreement. At the time an arbitrator is selected to hear a specific case, the parties will inform the arbitrator whether they wish the arbitrator to issue a precedent-setting decision, a non-precedent-setting decision, or to decide whether a decision will be precedent-setting as one of the issues in the case. This paragraph shall apply to the language that was negotiated in the cross-regional negotiations between SEIU and Kaiser Permanente.

1000 ARTICLE X – ANNUAL PERFORMANCE EVALUATION

1001 Performance evaluations shall be based on objective and observable behaviors or activities as outlined in job descriptions. Performance evaluations are to be used as a teaching tool and to provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

1002 Performance evaluations are not intended to be used as a means of discipline; therefore, the contents of such evaluations will not serve as a basis to deny transfer rights or promotions. Employees shall be provided performance evaluations annually and given a written copy of the performance evaluation document. Employees shall sign and date such material only as proof of receipt.

1003 Employees shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the employee's personnel file.

1004 Performance evaluations shall not be grievable.

1100 ARTICLE XI – ACCESS TO PERSONNEL RECORD

1101 Section 1 – Inspection and Copying

1102 An employee shall be entitled at a mutually convenient time to inspect documents, reports and other written materials in her/his official personnel files relating to the employment and performance of said employee. When inspecting said materials the employee may, at the employee's request, be accompanied by a Union Representative. Upon request, an employee may receive copies of materials normally provided to the employee (e.g., notices of disciplinary action, performance evaluations).

1103 Section 2 – Filing Copies

1104 A copy of any material relating to the performance and/or discipline of an employee shall be provided to said employee prior to being placed in her or his official personnel files. The employee shall

acknowledge receipt of a copy of such material by signing the actual copy to be filed with the understanding that said signature merely signifies that the employee has read the material and does not necessarily indicate agreement with its contents. An employee shall have the right to answer any material filed within ten (10) working days after such filing, and this answer shall be attached to the file copy. An employee may grieve the placement of disciplinary material in her/his file.

1105 Section 3 – Incorrect Material

1106 Material will be removed or otherwise deleted from an employee's file if the Employer and the employee agree that such material is incorrect or if such material is determined to be incorrect as a result of the grievance procedure.

1200 ARTICLE XII – PROFESSIONAL HOURS

1201 The parties recognize the professional nature of the work performed by the employees covered by this Agreement. Regular full-time employees are generally scheduled eighty (80) hours in a bi-weekly period and employees are expected to work their schedule. Conversely, it is recognized that an employee's schedule may vary due to the professional nature of the work and operational requirements.

1202 The establishment of master or departmental operating schedules will be done collaboratively. The Employer will exercise its efforts in good faith to provide regular full-time employees with two (2) consecutive days off in a weekly period; however, where weekend coverage is needed or required, the Employer will exercise its efforts in good faith to provide regular full-time employees with four (4) days off in a bi-weekly period, two (2) of which will be consecutive.

1203 It is understood that the final right to establish schedules shall rest with the Employer.

1204 An employee shall notify Management as soon as possible when such employee has knowledge of the need for an absence.

- 1205 When an employee's regular schedule or starting time is changed, the employee shall be advised as far in advance as possible. In such instances, and where feasible, seniority and employee preferences will be considered.
- 1206 If in the interest of efficient operations it becomes necessary to change schedules departing from the master or departmental operating schedule, the Employer shall notify the Union of said change. If so requested, the Employer shall meet and confer with the Union to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned employees.

1300 ARTICLE XIII – WORKLOAD DISTRIBUTION ISSUES

1301 Equitable Workload Distribution

1302 It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for employee safety.

1303 When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker.

1304 Workload Distribution

1305 The parties recognize and agree that there are classifications that, as part of their routine duties, perform work normally performed by members of the bargaining unit.

1306 The parties also recognize that changes in technology, health care providers and/or methods of health care delivery may impact work performed by members of the bargaining unit. At the Union's request, the Employer will confer with the Union regarding the impact of such changes.

1307 In addition, in order to address workload issues at the medical center level, the parties have agreed to the following:

- Either party may initiate a request to convene a local committee to address a workload issue. Such a request must be in writing and outline the issues to be discussed;
- The local committee shall consist of the following: Not more than three (3) Union representatives (including the appropriate field representative or steward and a member of the impacted classification), and not more than three (3) Employer representatives (including a member of the impacted classification, the Administrator or designee and the Human Resources Leader, or designee);
- The party receiving such a request will arrange for a meeting within thirty (30) days of receipt of the request;
- The parties at such meeting shall attempt to resolve the issues presented in the initial request. In the event the parties are unable to reach a mutually acceptable agreement, the matter may be pursued through a dispute resolution procedure; and,
- The above mechanism is in no way intended to add to, delete from or modify any provision of the current collective bargaining agreement.

1400 ARTICLE XIV – SHIFT DIFFERENTIALS

1401 Shift differential will be paid for time worked only. Evening shift differential will be paid at \$.95 per hour and night shift differential will be paid at \$1.30 per hour.

1402 To be eligible for an evening or night shift differential, an employee's starting time must fall between the following hours:

- Evening: shifts beginning at 2:00 pm, up to and including 6:00 pm
- Night: shifts beginning at 10:00 pm up to and including 2:00 am

1403 An employee who begins a workday schedule other than as described above will receive evening shift differential for all hours worked between 6:00 pm and 12:00 am, and night shift differential for all hours worked between 12:00 am and 6:00 am.

1500 ARTICLE XV – BILINGUAL PAY

1501 Speech Pathologists who have a demonstrated ability in more than one language, and are routinely required to perform evaluation and therapy in a language other than English twenty-five (25) percent or more of their work time, shall receive a bilingual differential not to exceed two hundred dollars (\$200) per month (\$1.154/hr) for all hours worked.

1502 In order to receive the differential, employees must satisfy the Employer's eligibility requirements. Bilingual differential will be paid on hours worked only.

1600 ARTICLE XVI – PAGER USAGE

1601 Carrying a pager after work hours is not mandatory.

1700 ARTICLE XVII – MILEAGE REIMBURSEMENT

1701 Mileage

1702 Employees required to use their personal automobile for authorized company business will be reimbursed according to the Employer's current policy on mileage reimbursement.

1800 ARTICLE XVIII – ADVANCE HIRE

1801 Advance Hire – Audiologist and Speech Pathologist

1802 Audiologists and Speech Pathologists hired from the outside may be placed on the wage structure based on their comparable, previous paid experience as follows:

Less than 1 year experience	Step 1	Start Rate
1 year to less than 2 years experience	Step 2	1 year rate
2 years to less than 3 years experience	Step 3	2 year rate
3 years to less than 4 years experience	Step 4	3 year rate
4 years to less than 5 years experience	Step 5	4 year rate
5 years to less than 6 years experience	Step 6	5 year rate
6 years to less than 7 years experience	Step 7	6 year rate
7 or more years experience	Step 8	7 year rate

1803 Advance Hire – Dietitian and Health Educator

1804 Dietitians and Health Educators hired from the outside may be placed on the wage structure based on their comparable, previous paid experience as follows:

Less than 2 years experience	Step 1	Start Rate
2 years to less than 4 years experience	Step 2	1 year rate
4 years to less than 6 years experience	Step 3	2 year rate
6 or more years experience	Step 4	3 year rate

1900 ARTICLE XIX – SALARY STEP INCREASES

1901 Full-time and part-time employees shall progress within the Wage Structure on the anniversary date of hire into a classification covered by this agreement. Full-time and part-time employees hired beyond the Start Rate will progress from their date of hire based upon their tenure (i.e., an employee hired at the Three (3) Year Step will advance to the Four (4) Year Step after one (1) year of employment).

1902 Step progression for Per Diem employees on the Per Diem Wage Structure will be based on hours paid, i.e., one (1) year of service equates to 2,000 hours.

1903 Employees' date for step progression will be adjusted for leaves of absence as applicable.

1904 Effective Date of Tenure and Across the Board Increases

1905 Tenure increases and across the board increases shall become effective at the beginning of the first full payroll period nearest the employee's date of eligibility for such increase.

2000 ARTICLE XX – EARNED TIME OFF PROGRAM (ETOP)

2001 The Earned Time Off Program (ETOP) is comprised of the following three (3) components:

- Designated Holidays
- Earned Time Off Account
- Extended Sick Leave Bank

2002 Employees are eligible for ETOP if they are regularly scheduled to work.

2003 Designated Holidays

2004 Effective on their date of hire, employees shall be eligible for the following designated paid holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

2005 Designated Holiday Schedule

2006 All Designated Holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect that day only. However, in the event the Employer closes any of its facilities/departments on the Friday preceding a Saturday, Designated Holiday or on a Monday following a Sunday Designated Holiday, then the Friday or Monday will be designated as a holiday for unworked holiday pay for those employees who do not work either the actual holiday or the Designated Holiday.

2007 Eligibility for Designated Holiday Pay

2008 An employee is not eligible for Designated Holiday pay if he/she is on layoff, leave of absence, or unpaid time off. If a Designated Holiday occurs during paid Earned Time Off (ETO) or Extended Sick Leave (ESL), the employee will be paid Designated Holiday pay in lieu of ETO or ESL.

2009 Usage of Earned Time Off

2010 Earned Time Off (ETO) can be used for any reason, such as illness, vacation, or personal/family reasons. Annual ETO, insofar as possible, will be granted at times most desired by employees. In order to balance and meet service and staffing requirements, employees and supervisors/managers should plan time off schedules as much in advance as possible. For same day

unplanned ETO usage, employees must follow departmental notification procedures. Employees will make every attempt to report the anticipated length of the unplanned absence.

2011 ETO requests shall not be unreasonably denied. However, in determining the granting of ETO requests, the supervisor/manager shall reserve the right to evaluate and grant requests on the basis of impact on the orderly operations of the facility.

2012 ETO shall run concurrently with Family Leave if such usage qualifies under the Family Leave provisions.

2013 Scheduling Earned Time Off

2014 Each department will establish and follow a written policy for scheduling ETO. Until the department policy is established, if there is a conflict in scheduling ETO, approval will be based on seniority employing a rotation cycle, starting with the most senior person. Each year it will descend to the employee with progressively less seniority at that department within the Medical Center.

2015 Designated Holiday Worked

2016 When an employee is required to work on a Designated Holiday he/she will receive his/her hourly base rate of pay. The employee may elect to take an alternate day off for working the Designated Holiday. The alternate day off will be paid at straight time, and must be taken within thirty (30) calendar days of the Designated Holiday that the employee worked. As an alternative, the employee may request to be paid two (2) times his/her regular rate of pay for working the Designated Holiday, subject to the efficiency of operations.

2017 Designated Holiday Not Worked

2018 All full-time employees shall receive eight (8) hours pay for a Designated Holiday not worked. If an employee's scheduled day off falls on a Designated Holiday, the employee will receive eight (8) hours pay for that day or an additional day off with eight (8) hours pay. Full-time employees shall not suffer a reduction in pay during

a pay-period in which a Designated Holiday occurs. Employees who are scheduled to work less than forty (40) hours per week shall receive prorated holiday pay for holiday hours not worked, based upon their weekly regularly scheduled hours.

2019 Earned Time Off Account

2020 Each full-time employee shall accrue ETO on a monthly basis in accordance with the following schedule:

Years of Service	Hours per Month*	Days per Month*	Days per Year*
0 – 4	14.00	1.75	21.00
5 – 8	17.33	2.16	26.00
9 –10	20.66	2.58	31.00
11+ Years	24.00	3.00	36.00

*\*Rounded to two (2) decimal places.*

2021 The maximum number of hours that can be accumulated in an employee’s ETO account is 500.

2022 Part-time employees shall accrue ETO prorated on a monthly basis based on their regularly scheduled hours.

2023 The ETO eligibility date shall mean the employee’s date of hire unless he/she has a break in service, transfers from another KP Region, or has an unpaid leave of absence which exceeds sixty (60) calendar days.

2024 Leaves of absence for sixty (60) days or less will not affect the ETO eligibility dates. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. Service Credit shall continue during the entire period of the leave of absence due to industrial illness or injury.

2025 ETO taken for Family Leave purposes will run concurrently with Family Leave.

- 2026 Earned Time Off Pay
- 2027 ETO pay for employees shall be at the hourly rate in effect at the time ETO is taken. Part-time employees who are scheduled to work less than forty (40) hours per week shall have their ETO pay prorated on the basis of their scheduled hours.
- 2028 Any accrued but not used ETO hours will be paid out upon termination, or retirement.
- 2029 In-Service Cash-Out Program
- 2030 Eligible employees may make an irrevocable election to cash out a portion of their ETO during the annual election period in accordance with the existing Employer's guidelines.
- 2031 Extended Sick Leave Bank
- 2032 In addition to the ETO Account, there is an Extended Sick Leave Bank (ESL). Employees may use the hours in the ESL on the first day of hospitalization (inpatient or outpatient with physician prescribed time off) or after three (3) consecutive calendar days of disability. Employees will accrue six (6) hours of ESL each month. The employees may be required to provide certification of illness and/or disability to justify the employees' absence from work for the period claimed.
- 2033 Part-time employees will accrue ESL hours prorated based upon their regularly scheduled hours.
- 2034 There is no limit to the number of hours employees may accumulate in their ESL.
- 2035 Employees who have an ESL Bank balance of two hundred and fifty (250) or more hours and are vested in the Pension Plan, when they terminate employment or when they retire, all unused hours in their ESL Bank will be converted to Credited Service for Basic Pension Plan calculation purposes. Any accrued but not used ESL hours are not paid out at termination or retirement.
- 2036 ESL taken for Family Leave purposes will run concurrently with Family Leave.

2037 Integration With State Disability Insurance/Workers' Compensation

2038 If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation payments, integration with paid ETO and/or ESL shall occur.

2039 Employees who are eligible for State Disability Insurance (SDI) benefits or Workers' Compensation (WC) benefits shall have their ETO account and ESL Bank integrated with SDI or WC benefits so that combined SDI or WC pay and ETO/ESL income received do not total more than one hundred percent (100%) of their salary. The reduced amount of ETO or ESL payment shall then be charged against the employees' ETO or ESL bank. In the payment to employees on ESL disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.

2040 It is the employee's responsibility to promptly file claims for any compensatory benefit for which he/she may be eligible for and to provide documentation supporting the amount of such benefits to the Human Resources Service Center.

2100 ARTICLE XXI – LEAVES OF ABSENCE

2101 Section 1 – Authorized Leaves

2102 An employee must have at least six (6) months of service to be considered eligible for a leave of absence without pay. However, an employee is immediately eligible for a leave for reasons of disability due to pregnancy and occupational injury or illness.

2103 Requests for leaves of absence and renewals shall be in writing on a form provided by the Employer.

2104 No provision of this Article shall be deemed a waiver of any right or privilege an employee is entitled to under Federal, State or local law or regulation.

2105 Section 2 – Occupational Injury or Illness Leave

- 2106 Commencing on the first day of employment, for illnesses or injuries determined to be compensable under the Workers' Compensation laws, employees will be eligible for an Occupational Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the authorized physician(s) up to a maximum of two (2) years. If an employee returns to work and begins an additional leave within ninety (90) calendar days, the additional leave will be considered a continuation of the previous leave if the same injury or illness has been aggravated or if the injury or illness is similar or related.
- 2107 The Occupational Leave will expire in less than two (2) years if the employee is no longer disabled and can perform his or her pre-disability job with or without reasonable accommodations or if there is incontrovertible medical evidence that the employee is permanently disabled and cannot perform his or her pre-disability 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 pre-disability job with or without reasonable accommodation.
- 2108 The Employer will place employees released to return to work from an occupational injury or illness without medical restrictions in their former or, if that position is not available, in a comparable position at their regular rate of pay as soon as reasonable. The Employer will furnish all applicable Workers' Compensation benefits until the employee actively returns to work.
- 2109 The Employer will place employees released to return to work from an occupational injury or illness on a temporarily restricted basis in their former or, if that position is not available, a comparable job provided the employees can perform the essential functions of the job with or without reasonable accommodation.
- 2110 The Employer will place employees released to return to work from an occupational injury or illness on a permanently restricted basis in their former or, if that position is not available, a comparable job provided the employees can perform the essential functions of the

job with or without reasonable accommodation. If the employee is unable to perform his/her former job with or without reasonable accommodation, that employee has the opportunity to bid on any job vacancy that he/she is qualified for and can perform the essential functions of the job, with or without reasonable accommodation; in such case, the Employer will make every effort and consideration for rehire, however, this is not to be construed as guaranteed job placement. Where there is no appropriate job, the Employer will provide all reasonable and necessary vocational/rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code. Nothing contained herein shall be construed to limit an employee's legal right to vocational rehabilitation under the California Workers' Compensation laws.

2111 Upon release from the authorized physician(s) for occupational injury or illness, the Employer may request that the employee provide a return-to-work authorization containing the name of the physician, physician's signature, clarification of disability and date released to return to work, in sufficient time to allow the Employer to make an appropriate determination of the jobs the employee can perform, if any.

2112 Section 3 – Medical Leave of Absence

2113 Medical leaves of absence without pay for non-industrial medical disabilities, including conditions related to pregnancy, shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability. Medical leaves of absence shall not normally exceed one hundred twenty (120) calendar days for those employees with less than three (3) years of service and three hundred and sixty (360) calendar days for those employees with three (3) or more years of service. Each leave of absence will be treated independently provided that three (3) months have elapsed between leaves of absence and subsequent leaves are not requested for the same episode of illness.

- 2114 Medical leaves shall commence after the exhaustion of accrued ESL and any additional ETO Account hours requested for use immediately following the exhaustion of ESL Bank hours. Requests to utilize ETO must be made prior to the exhaustion of ESL hours.
- 2115 Section 4 – Personal Leave of Absence
- 2116 Leaves of absence without pay for emergency situations and/or personal reasons may be granted to employees at the discretion of the Employer.
- 2117 Such leaves of absence shall not be in excess of thirty (30) days, but may be extended beyond that time.
- 2118 Section 5 – Family Leave of Absence
- 2119 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 Medical Leave Act of 1993, as amended. Any alleged violation of this Paragraph must be pursued under the procedures of these Acts.
- 2120 In determining the maximum duration for Family Leave and other leaves taken for Family Leave purposes, the two types of leaves will run concurrently. Personal leaves of absence for situations covered by Family Leave will not be considered until the maximum duration of the Family Leave has been exhausted.
- 2121 Section 6 – Military Leave of Absence
- 2122 All employees will be afforded the opportunity to take Military Leave in accordance with existing provisions of the Military Leave laws. Any alleged violations of this paragraph must be pursued under the procedures of those laws. In cases where employees are in reserve status and serve an annual two (2) week commitment, accrued Earned Time Off may be granted for that two (2) week period.

2123 Section 7 – Union Leaves of Absence

2124 The Employer will provide employees with union leaves of absence in accordance with the Employer's guidelines on such leaves.

2125 Section 8 – Voluntary Leave For Disaster Service

2126 All employees will be afforded the opportunity to take a Voluntary Leave for Disaster Service in accordance with the Employer's current policy.

2127 Section 9 – Personal Time Off

2128 Commencing on the first (1<sup>st</sup>) day of employment, where circumstances warrant, an employee may request and may receive personal time off, without pay, for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, on-duty employees may ask for personal time off which shall be granted on momentary notice and such employees will be released from duty as soon as possible. In determining whether such a request shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.

2129 Section 10 – Return from Leave of Absence

2130 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. However, a notice of two (2) weeks must be given by an employee to her/his Supervisor as a condition of reinstatement to a position. Such employees shall be reinstated to their former or comparable position in which they were employed prior to the leave of absence, unless conditions have changed to the extent that it is not possible to do so. In such a case, the Employer will place him/her in a position that is reasonably comparable to her/his original position with respect to hours, wages, benefits, etc. Additionally, the Employer will give such an employee consideration for placement into a like position when comparable vacancies occur.

2131 Section 11 – Service Credit Accrual While on Leave of Absence

2132 Service credit will accrue during any leave of absence of sixty (60) days or less. For leaves of absence in excess of sixty (60) days, service credit will not accrue for the entire period of such absence for the purpose of tenure increases, for ETO and ESL accumulation, or any other benefit where length of service is a condition of entitlement.

2133 For occupational injury or illness, service credit shall continue during the entire period of such leave.

2200 ARTICLE XXII – BENEFITS WHILE ON LEAVES OF ABSENCES

2201 Benefits While on a Medical Leave

2202 Health Plan premiums will continue by the Employer for employees regularly scheduled to work twenty (20) or more hours per week. Premiums for company-paid Supplemental Medical, and company-paid Life Insurance will continue by the Employer for employees regularly scheduled to work thirty-two (32) or more hours per week. The aforementioned benefits will continue for the length of the Medical Leave for a maximum of one (1) year, provided three (3) months elapse between Medical Leave incidents. Employees will not be eligible for designated holiday pay on any unpaid leave status. Survivor Assistance will continue for one (1) year. Coverages not paid by the Employer, as specified above, may be continued at the employees' expense. ETO and ESL accruals will stop while on a Medical Leave. If the Medical Leave is more than sixty (60) days, the ETO eligibility date for the accrual rate will be adjusted. Contributions to the tax deferred plans, the Kaiser Permanente Supplemental Savings and Retirement Plan (Union Plan), Dependent Care Plan, Health Care Spending Account, and Commuter Choice Program will cease and the employees will be responsible to make necessary arrangements to change their contribution status within thirty-one (31) days of the commencement of the Medical Leave. If employees wish to continue certain employee-purchased benefits such as Additional

Life Insurance, and/or Supplemental Medical, they must make arrangements to continue paying for these benefits. If they wish to maintain Alternate Mental Health and/or dental coverages, they must make arrangements to pay for these benefits.

2203 Benefits While on Occupational Leave – (Workers’ Compensation)

2204 Health Plan and dental premiums will continue by the Employer for employees regularly scheduled to work twenty (20) or more hours per week. Premiums for company-paid Supplemental Medical, and company-paid Life Insurance will continue by the Employer for employees regularly scheduled to work thirty-two (32) or more hours per week. The aforementioned benefits will continue for the length of the leave. ETO and ESL accruals will stop while on an occupational leave. The ETO eligibility date for the accrual rate will not be adjusted. Employees will not be eligible for any paid time off such as Educational Leave, Bereavement Leave, Designated Holiday pay, etc., or any unpaid leave status. Survivor Assistance will continue for up to one (1) year. Coverages not paid by the Employer, as specified above, may be continued at the employee’s expense. Contributions to the tax-deferred plans, the Kaiser Permanente Supplemental Savings and Retirement Plan (Union Plan), Dependent Care Plan, Health Care Spending Account, and Commuter Choice Program will cease and the employees will be responsible to make necessary arrangements to change their contribution status within thirty-one (31) days of the commencement of the Occupational Leave. Employees who wish to continue certain employee-purchased benefits such as Additional Life Insurance, and/or Supplemental Medical, must make arrangements to continue paying for these benefits. If employees wish to maintain Alternate Mental Health and/or dental coverages, they must make arrangements to pay for these benefits.

2205 Benefits While on Personal Leave

2206 Premiums for continued Health Plan coverage, company-paid Supplemental Medical, Alternate Mental Health, Dental, and company-paid Life Insurance coverage will be paid by the Employer for thirty (30) calendar days. Survivor Assistance and ETO and ESL accruals will continue for up to thirty (30) calendar days only. The ETO eligibility date for the accrual rate will be

adjusted if the Personal Leave extends beyond sixty (60) days. Coverages not paid by the Employer, as specified above, may be continued at the employees' expense if the Personal Leave extends beyond thirty (30) days. If employees wish to continue certain employee-paid benefits such as Additional Life Insurance, or Supplemental Medical, they must make arrangements to continue paying for these benefits. If they wish to maintain company-paid Supplemental Medical, Alternate Mental Health or dental coverages beyond thirty (30) days, they must make arrangements to pay for these benefits. Employees will not be eligible for the Disability Plans while on a Personal Leave. Therefore, should they become ill or injured during a Personal Leave, they will not be eligible for short-term disability, salary continuance, or long-term disability.

2300 ARTICLE XXIII – BEREAVEMENT LEAVE

2301 Effective the first day of the month following eligibility, all full-time and part-time employees are eligible for bereavement leave unless the bereavement leave has been waived by participation in the Alternate Compensation Program. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

- Spouse or domestic partner who is registered with the state/local government or has a KP affidavit,
- 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

2302 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.

2303 Upon the death of an immediate family member as defined above, an additional seven (7) calendar days of unpaid leave may be granted upon request. At the employee's request, up to forty (40) hours of the additional seven (7) calendar days of unpaid leave may be designated as ETO, provided the employee has sufficient hours in her or his ETO Account.

2400 ARTICLE XXIV – JURY DUTY AND SUBPOENAS

2401 Employees required to report for jury services or subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work. When an employee is called for jury service, the Employer shall schedule the employee to a Monday through Friday day shift unless the employee requests to maintain his or her current schedule. The employee shall receive pay during such workweek for each day on jury service at the rate of eight (8) hours straight time pay, except part-time employees who shall receive pay for the number of hours regularly scheduled on the day in question. The Employer will require the employee to show proof of jury service. The employee may, with the agreement of the Employer, work a shift in addition to time spent on jury service. The employee must provide verification of having been directed to report in connection with jury service or the subpoena.

2402 On any day of jury service in which an employee is excused entirely or in sufficient time to permit her/him to return to work for a minimum of one-half (½) her/his scheduled workday, she/he shall be required to do so.

2403 An employee shall be eligible for an unlimited number of days of jury duty pay.

2404 The Employer shall be advised in a timely manner of an employee's jury duty.

## 2500 ARTICLE XXV – EDUCATIONAL LEAVE

### 2501 Educational Leave

2502 Educational Leave is intended to allow employees to upgrade or maintain professional skills, or where a license or certificate issued by the State of California is required for continuous employment. Educational Leave shall be used for educational programs relevant to the employees' current position. In addition, Educational Leave may be granted for attending educational programs offered via non-traditional modalities, provided such educational programs offer Continuing Education Units (CEUs) relevant to the employees' current position. The number of Educational Leave hours may not exceed the number of CEUs earned for non-traditional modalities.

2503 Upon completion of one (1) year of service, employees regularly scheduled to work 32 or more hours per week may be granted five (5) days of Educational Leave each calendar year. Educational Leave may be taken in full or partial days. If partial days are granted, employees have the option of supplementing the remainder of their hours with ETO hours, if such hours are available in their ETO Account. Educational Leave shall be paid at straight time.

2504 Full-time and part-time employees may carry over Educational Leave for a maximum accumulation of six (6) days over a period of two (2) years. Upon termination of employment or moving to an ineligible status, no payment will be made for unused Educational Leave.

2505 Educational Leave is intended to protect an employee's regular weekly earnings, excluding shift differential, while an employee attends an educational event. If the requested Educational Leave falls on a day that an employee is not regularly scheduled to work, upon the employee's request, the manager or supervisor will make every attempt to adjust the employee's work schedule for that pay period. As an alternative, the employee may choose to take an alternative day off with pay for Educational Leave taken on a day that the employee is not scheduled to work. The alternate day must be taken within thirty (30) calendar days after the Education Leave Day. If the employee does not request an adjustment to his or her work schedule, the day taken to attend the educational event will be unpaid and not charged against the employee's Educational Leave. In addition, attendance at an educational event required by the Employer shall not be charged against the employee's Educational Leave.

2506 Educational Leave requests shall be made as much in advance as possible to facilitate scheduling. Employees must receive approval from their manager or supervisor in order to receive an Educational Leave day. Approvals will be based on operational needs to support patient care. Verification of completion of the educational program may be required by the employees' manager or supervisor.

2507 Tuition Reimbursement

2508 Eligible employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth in the Employer's policy.

2600 ARTICLE XXVI – INSURANCES

2601 Health Plan Coverage for Active Employees

2602 Employees regularly scheduled to work twenty (20) or more hours per week, are eligible for company-paid Kaiser Foundation Health Plan (KFHP) coverage on their date of hire. The plan covers the employees and their eligible dependents.

- 2603 Eligible dependents include: spouse, or domestic partner with a KP Domestic Partnership Affidavit; unmarried natural, step or adopted child under age 25; foster child under age 25 with court-issued Notice of Intent to Adopt; unmarried natural, step or adopted child of any age if he/she is handicapped and the disability occurred prior to the limiting age of 25; child under age 25 for whom the employee is the court-appointed guardian; grandchild who lives with the employee, if the grandchild's parent is unmarried and covered under the employee's health plan as a dependent, and qualifies as the employee's dependent as defined by Internal Revenue Code 152(a)(1). Physically or mentally disabled children are also covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required by the KFHP.
- 2604 The KFHP is a comprehensive medical plan covering services directly at Kaiser Permanente Medical facilities including hospitalization, inpatient and outpatient surgery, prescriptions by a Southern California Permanente Medical Group Physician, vision care and mental health coverage.
- 2605 There is a five-dollar (\$5) co-payment per each doctor's office visit and per prescription by a Southern California Permanente Medical Group Physician filled at a Kaiser Permanente Pharmacy. Co-payment for each mental health visit is also five-dollars (\$5).
- 2606 KFHP coverage stops at the end of the month in which the employee transfers to an ineligible status or terminates employment.
- 2607 Parent Medical Coverage
- 2608 The Employer offers a group Health Plan coverage for eligible parents, stepparents, parents-in-law and parents' domestic partners. The terms and conditions of this plan are in accordance with the National Agreement.
- 2609 Dental Plan Coverage for Active Employees
- 2610 Employees who are regularly scheduled to work twenty (20) or more hours per week are eligible for dental coverage effective the first day of the month after three (3) months of employment.

Coverage extends to the employees, their spouse or domestic partner, and eligible dependents up to the limiting age.

- 2611 Dental coverage is company-paid. However, any cost for the pre-paid plans that exceeds the Employer's cost for the Delta Dental Plan shall be borne by the employees. To determine the cost of the Delta Dental Plan, prior to April 1 of each year, the Employer will compute the monthly premium amount paid for the Delta Dental Plan by dividing the previous calendar year cost by the number of employees covered in that year, divided by twelve (12) months.
- 2612 Newly hired employees who are eligible for dental coverage must select an Employer provided prepaid dental plan during their first two years of employment. After completing two (2) years of employment, eligible employees may select among the Employer-provided prepaid dental plans and the Delta Dental Plan, during the annual open enrollment period.
- 2613 The pre-paid dental coverage services are covered at one hundred percent (100%). These services are provided through one of the respective panel providers. There is no annual maximum benefit under the pre-paid options.
- 2614 The Delta Dental Plan coverage becomes effective the first of April following the annual open enrollment election. The plan covers one hundred percent (100%) of preventative services, eighty percent (80%) of usual, customary and reasonable charges for basic services. Basic services are oral surgery, periodontics, endodontics and restorative dentistry. The plan covers fifty per cent (50%) for major services such as crowns, bridges and cast restorations. Orthodontia coverage is limited to dependent children under age nineteen (19) at fifty percent (50%) with a lifetime maximum of twelve hundred fifty dollars (\$1250). The Delta Dental Plan allows employees to select any dentist or a participating Delta dentist. The calendar year maximum dental benefit is one thousand dollars (\$1,000) per person.
- 2615 Eligible Dependents
- 2616 Eligible dependents include: spouse or domestic partner with a filed KP Domestic Partnership Affidavit; unmarried dependent children under age 25, including stepchildren, legally adopted children, eligible children of the domestic partner, and other persons under the age limit for whom the employee is the court-

appointed guardian and chief support; grandchildren who live with the employee, if the grandchildren's parent is unmarried and covered under the employee's health plan as a dependent, and also qualifies as the employee's dependent as defined by Internal Revenue Code 152(a)(1). Physically or mentally disabled children are also covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required.

2617 Some of the benefits provided to domestic partners and their children may be taxable to the employee.

2618 Alternate Mental Health

2619 Employees regularly scheduled to work thirty-two (32) or more hours per week, are eligible for the Alternate Mental Health insurance on their date of hire provided the employee is actively at work on the day coverage becomes effective. Coverage is extended to eligible dependents on the same date. The Alternate Mental Health coverage is company-paid and covers 80% of reasonable and customary charges up to the maximum of 25 outpatient visits allowed per calendar year. Co-payments apply.

2620 This plan is governed by the terms and agreements between the insurance carrier and the Employer.

2621 Supplemental Medical

2622 Employees regularly scheduled to work thirty-two (32) or more hours per week have option to purchase Supplemental Medical. Coverage starts on the employees' date of hire provided they are actively at work on the day coverage becomes effective.

2623 Supplemental Medical is intended to supplement but not replace services provided under the Kaiser Foundation Health Plan (KFHP). This coverage pays 80% of reasonable and customary expenses and some instances at 50% for services not covered or that exceed the limits under KFHP. This coverage covers you and your eligible dependents each for up to the \$1,000,000 lifetime maximum. Deductibles and co-insurance apply.

- 2624 For the first five (5) years, Supplemental Medical premiums are paid by the employee. After five (5) years of employee-purchased Supplemental Medical, the coverage continues company-paid.
- 2625 For employees hired prior to April 1, 1995, who were eligible for Supplemental Medical coverage on April 1, 1995, Supplemental Medical premiums are company-paid.
- 2626 This plan is governed by the terms and agreements between the insurance carrier and the Employer.
- 2627 Health Plan Coverage for Retirees
- 2628 Employees who retire at age sixty-five (65) with fifteen (15) or more years of service, and have Health Plan coverage at the time of retirement, will be eligible for Retiree Health Plan coverage on their retirement date. Coverage will be extended to the spouse of the eligible retiree until such time that the spouse remarries or dies, and to the retiree's eligible dependents until they reach the limiting age. Company-paid Retiree Health Plan coverage will be extended to domestic partners for the duration of the life of the retiree.
- 2629 Retirees younger than age 65 (i.e., Early Retirees) with fifteen (15) or more years of service will be eligible for company-paid Retiree Health Plan, coverage commencing at age sixty-five (65). As an exception, early retirees with fifteen (15) or more years of service, who have ten (10) or more years of service prior to January 1, 1990, will be eligible for Retiree Health Plan coverage on their early retirement date.
- 2630 Upon attaining age sixty-five (65) retirees must enroll in Parts A and B of Medicare in order to be eligible for continued Retiree Health Plan coverage. The spouse or domestic partner must enroll in Parts A and B of Medicare when eligible. Eligible dependents will be covered until they reach the limiting age. Physically or mentally disabled children are also covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required by Health Plan.
- 2631 Out-of-Area Plan for Retirees

- 2632 The Out-of-Area (OOA) Plan is an optional plan for retirees who are eligible for post-retirement medical benefits and who move to an area not served by Kaiser Permanente. The OOA plan will integrate with Medicare, when applicable, and includes inpatient services at 100% of usual and customary; outpatient services such as lab tests, outpatient surgery etc, at 100% of usual and customary; emergency care at 100% of usual and customary; and prescription drugs (co-payments apply). Retirees have the option to maintain their Southern, California Kaiser Permanente Retiree Health Plan coverage instead of the OOA plan. This coverage is not comprehensive and covers emergency/urgent care and mail-order prescriptions only.
- 2633 Out-of-Region Plan for Retirees
- 2634 The Out-of-Region (OOR) Plan is a required plan for retirees who are eligible for post-retirement medical benefits and who move to another Kaiser Permanente region. The OOR plan will require Medicare assignments, when applicable. The OOR plan includes services such as doctor's office visits, prescription drugs, inpatient services, emergency care, vision care, and durable medical equipment coverage. Co-payments will apply.
- 2635 Dental Plan Coverage for Retirees
- 2636 Kaiser Permanente does not provide company-paid Dental coverage for retirees.
- 2637 Survivor Coverage
- 2638 In the event an employee, who has fifteen (15) or more years of service and has met the eligibility requirements for retirement, dies while actively employed, Retiree Health Plan coverage will be provided to the spouse, until remarriage or death, and eligible dependents until they reach the limiting age. Coverage will begin when the deceased employee would have been eligible for Retiree Health Plan coverage if he/she was alive. Upon the death of the employee, a physically or mentally dependent child who is beyond limiting age, and a domestic partner, will be given the option to convert to direct pay Health Plan Coverage or continue Health Plan Coverage under provisions as specified by COBRA.

- 2639 In the event a retiree with Retiree Health Plan coverage dies, the Retiree Health Plan coverage shall continue for the spouse until remarriage or death and for eligible dependents until they reach the limiting age.
- 2640 Upon the death of the retiree with Retiree Health Plan coverage, a domestic partner and a physically or mentally dependent child who is beyond limiting age, will be given the option to convert to direct pay Health Plan Coverage or continue Health Plan Coverage under provisions as specified by COBRA.
- 2641 Life Insurance
- 2642 Each employee regularly scheduled to work thirty-two (32) or more hours per week will be provided with the Age-Rated Life Insurance coverage on his/her date of hire provided he/she is actively at work. The Employer contributes a specific percentage of the employee's compensation based on his/her years of service and age, which determine how much coverage will be purchased on behalf of the employee.
- 2643 Each employee regularly scheduled to work thirty-two (32) or more hours per week will have the option of electing additional insurance up to a maximum of seven hundred fifty thousand dollars (\$750,000) when combined with the company-paid Age-Rated Life Insurance. If the option for additional coverage is waived when first eligible or if the coverage is above \$150,000, Evidence of Insurability (EOI) may be required before being allowed to purchase coverage. Premium rates are subject to change annually.
- 2644 Employees hired prior to October 1, 1986 had the option to remain in the previous life insurance program that provided either a \$5,000 company-paid coverage or two-times their annual salary in life insurance coverage. After five (5) years of service, this program provided an additional one-time annual salary supplement and covered the employee in case of Accidental Death and Dismemberment.
- 2645 Retiree Life Insurance
- 2646 Each employee who retires under the Early, Normal or Postponed retirement options with fifteen (15) years of service and was

regularly scheduled to work thirty-two (32) or more hours per week and had life insurance coverage at the time of retirement, Kaiser Permanente will provide the employee with company-paid retiree life insurance coverage. The Age-Rated insurance will taper in five (5) year increments to a minimum of \$5,000. The \$5,000 life insurance will reduce to \$2,000. The two (2) times annual insurance will taper 1% per month for seventy-five (75) months to the greater of \$2,000 or 25% of the original life insurance amount. The one (1) time annual salary Supplemental Life insurance coverage may be converted to an individual plan.

2647 Additional employee-purchased coverage will be available for conversion to an individual policy upon retirement.

2648 Accelerated Benefit Option (ABO)

2649 Under the Accelerated Benefit Option (ABO), employees diagnosed with a terminal illness with a life expectancy of twelve (12) months or less, may apply for up to 50% of their life insurance or \$250,000 whichever is less, paid to them in a lump sum. Certain requirements and provisions apply. ABO is not available to retirees.

2650 Waiver of Life Insurance Premiums

2651 If an employee becomes totally disabled for at least six (6) months but not more than twelve (12) months, the company-paid life insurance coverage will continue with premiums being paid by the insurance company (excluding the one-time annual supplemental coverage under the previous life insurance and any additional life insurance the employee may be purchasing). The premium waiver will continue from the date the insurance company approves the employee's total disability until he/she returns to work, is no longer disabled, or reaches the maximum allowable timelines based on the age he/she becomes disabled.

2652 Survivor Assistance Benefits

2653 Each full-time and part-time employee will be provided a survivor assistance benefit equal to one (1) month's base wages (prorated for part-time employees). This benefit is payable to a designated beneficiary in the event of an employee's death.

2654 Travel Accident Insurance

2655 Each employee regularly scheduled to work twenty (20) or more hours per week will be automatically enrolled in the Travel Accident Insurance. The Travel Accident Insurance coverage provides a benefit four (4) times the employee's annual salary with a minimum benefit of one hundred thousand dollars (\$100,000) and a maximum of two hundred fifty thousand dollars (\$250,000), whichever is greater. This benefit will be paid to a designated beneficiary in the event of death as a result of a travel accident while on company business.

2656 Professional Liability Coverage

2657 The Employer extends professional liability protection to employees who provide patient care subject to the terms and limitations of the coverage.

2658 Exclusions and Limitations

2659 Coverages, limitations and exclusions of the foregoing Health Plan, Dental Plans, Supplemental Medical Plan, Alternate Mental Health Plan, Life Insurance Plans, Travel Accident Insurance and Professional Liability Coverage are established and controlled by the Employer's agreements with the applicable insurance plans and health and dental plans.

2700 ARTICLE XXVII – DISABILITY PLANS

2701 Short-Term Disability (STD)

2702 Active employees regularly scheduled to work thirty-two (32) or more hours per week have the option to purchase Short-Term Disability (STD) Insurance. Benefits are payable beginning on the first (1<sup>st</sup>) day of hospitalization or on the eighth (8<sup>th</sup>) consecutive day of illness or injury or upon exhaustion of ESL hours, whichever is later. This coverage provides at least fifty percent (50%) of the employee's base salary, or up to sixty percent (60%) of the base salary if combined with other disability income such as State Disability Insurance (SDI), Workers' Compensation and/or Social Security. Disability benefits may be paid for a maximum of three

(3) years from the date of disability with continued physician certification. Disability benefits will cease earlier if the employee is no longer disabled, or dies. In order to be a participant in this benefit, the employee must enroll and pay a monthly premium.

2703 Salary Continuance

2704 Each employee regularly scheduled to work thirty-two (32) or more hours per week is automatically eligible for the Salary Continuance (SC) plan after two (2) years of employment. This benefit is company-paid.

2705 In the event of a disability, in instances where the employee has no ESL hours or does not elect ETO hours, the Salary Continuance benefit will bridge the employee's income with a total of 50% of his/her base salary for up to six (6) months from the date of disability or until the employee is eligible for Long-Term Disability, whichever is sooner. In order to receive Salary Continuance benefits, the employee must be eligible for SDI or Workers' Compensation.

2706 Long-Term Disability (LTD)

2707 An employee regularly scheduled to work thirty-two (32) or more hours per week and has two (2) years of employment, is automatically covered by the company-paid Long-Term Disability (LTD) benefits. LTD provides monthly income payments if an employee becomes disabled and cannot earn more than 80% of his/her pre-disability salary.

2708 Benefits are payable after six (6) months of disability or when an employee exhausts all hours in his/her ESL Bank and uses any immediately elected ETO hours, whichever is later. This benefit provides at least fifty percent (50%) of an employee's base salary or up to sixty percent (60%) if integrated with other disability income such as State Disability, Workers' Compensation and/or Social Security, or up to 100% of the employee's pre-disability base salary with offsets from other income, during the first (1<sup>st</sup>) twenty-four (24) months of disability if participating in an approved rehabilitation/return to work incentive plan. Further incentives are provided after the first (1<sup>st</sup>) twenty-four (24) months, if applicable. Benefits are paid on a monthly basis according to the following table:

Duration of Benefits Table

Age on Date of Disability Starts	Maximum Benefit Duration from Date of Disability
Less than 61	Up to Age 65
62	48 Months
63	48 Months
64	48 Months
65	48 Months
66	48 Months
67	24 Months
68	24 Months
69 and over	12 Months

2709 LTD benefits due to mental or nervous disorders or diseases, and drug, alcohol or substance abuse or dependency are limited to a maximum of three (3) years in the employee’s lifetime.

2710 The LTD plan has a pre-existing condition clause that excludes disability coverage during the first twelve (12) months of coverage on a disability resulting from a condition which is treated within three (3) months prior to coverage becoming effective.

2711 Exclusions and Limitations

2712 Coverages, limitations and exclusions of the disability plans are established by the Employer’s agreement with the insurance carrier.

2800 ARTICLE XXVIII – RETIREMENT PLANS

2801 Kaiser Permanente Retirement Plan

2802 Employees become participants in the Employer-funded Kaiser Permanente Retirement Plan (KPRP), regardless of their

employment status and work schedule, in the calendar year in which they complete at least one thousand (1,000) hours. Employees who become participants in the KPRP receive credited service to their date of hire.

2803 This pension plan provides employees with retirement income based on their length of service and compensation.

2804 Employees who terminate with at least five (5) years of service are vested in the KPRP and are entitled to a benefit payable at age 65.

2805 Years of Service

2806 One year of service is equal to one thousand (1,000) compensated hours in a calendar year. There is no proportional year of service for those years in which an employee has fewer than 1,000 compensated hours. Years of service determine if an employee is eligible for deferred vested retirement, or early, normal or postponed retirement.

2807 Credited Service

2808 One year of Credited Service is equal to two thousand (2,000) compensated hours in a calendar year. For those years in which an employee has fewer than two thousand (2,000) compensated hours, proportional Credited Service will be granted for all compensated hours based upon a two thousand (2,000) hour year. Credited Service is used to determine the amount of monthly pension benefits.

2809 Final Average Monthly Compensation (FAMC)

2810 FAMC is the employee's average monthly compensation for the highest sixty (60), consecutive months of employment in the last one hundred and twenty (120) months of employment. The FAMC shall be calculated based on straight time base rate and shall not include the Alternate Compensation Program differential.

2811 The formula for normal monthly retirement income shall be the FAMC multiplied by the 1.5% factor multiplied by the years of credited service.

2812 Early Retirement

2813 Early retirement eligibility is established if an employee is at least fifty-five (55) years old and has fifteen (15) or more years of service, or when the sum of his/her age and years of service is at least 75.

2814 Normal Retirement

2815 Normal retirement is established if an employee is age sixty-five (65).

2816 Postponed Retirement

2817 Postponed retirement is established when an employee retires beyond age sixty-five (65).

2818 Pre-retirement Survivor Annuity

2819 In the event an employee who is vested in the pension plan, dies while actively employed, the Employer will provide the surviving spouse or eligible domestic partner a lifetime monthly benefit. The amount of the Survivor Annuity is determined as if the employee had elected a joint and survivor annuity with a 66 2/3% continuation to the surviving spouse or domestic partner. Payment of the Survivor Annuity to the spouse commences on the first (1<sup>st</sup>) day of the month following the employee's Normal Retirement date, unless the spouse elects earlier payment. Payment of the Survivor Annuity to the eligible domestic partner commences no later than the last day of the month preceding the anniversary of the employee's death.

2820 Coverages, limitations and exclusions of the foregoing pension plan are determined by the Employer's pension plan documents.

2821 The Kaiser Permanente Supplemental Savings and Retirement Plan (Union Plan)

2822 Upon the completion of two (2) years of employment, employees automatically participate in the company-paid Kaiser Permanente Supplemental Savings and Retirement Plan (Union Plan). The Employer contributes to this Union Plan a fixed five percent (5%) of the employees' annual salary.

2823 Employees may elect to make after-tax contributions by deferring a percentage of their salary into this plan.

2824 Tax Deferred Retirement Plan

2825 Employees may elect to participate in a tax-deferred retirement plan through pre-tax contributions. Enrollment in this plan can be on their date of hire or anytime thereafter, regardless of employment status and work schedule.

2826 The foregoing tax-deferred and defined contribution retirement plans are established by Kaiser Permanente and the future provisions of the plans are determined by the Employer.

2900 ARTICLE XXIX – REGIONAL PROFESSIONAL PRACTICE COMMITTEE(S)

2901 The Employer recognizes the professional status of the individual disciplines and agrees to work collaboratively on issues involving the professional practice for employees covered by this Agreement.

2902 Within (90) days of the ratification of this Agreement, the parties will convene a Regional Professional Practice Steering Committee. This committee will contain one or two representatives from each functional discipline, as well as a representative from the institutional union. The committee will also include four to eight (4 to 8) management representatives, with a minimum of one from each functional discipline, as well as a representative from Regional Labor Relations.

2903 The Regional Professional Practice Steering Committee will meet annually, or more frequently as needed, to evaluate consistency of practices throughout the region by overseeing subcommittees and to review any new union or management interests. The steering committee will charter a minimum of four subcommittees, which shall represent each discipline. Additional subcommittees may be chartered as needed. The steering committee and subcommittees will utilize interest-based problem solving techniques and consensus decision-making.

2904 The number of representatives comprising the subcommittees will be determined by the Steering Committee. The subcommittees will meet quarterly, or more frequently as needed, to review current practices throughout the region, and make recommendations as appropriate. Agenda items may include reviewing and evaluating the following:

- Evaluations, exams, education, and time required for providing services;
- Best scheduling practices;
- Technological and program changes;
- Productivity and access;
- Continuing educational opportunities for the disciplines in the union;
- Workload and staffing issues;
- Clinical practices throughout the region;
- Coordination between inpatient and outpatient services;
- Advanced hiring criteria;
- Additional items as requested by either party.

2905 Recommendation(s) will be submitted to the appropriate administrative body as determined by the committee(s).

2906 Either party may initiate a request in writing for a meeting or to place an issue on the agenda. The party receiving such request will notify the Regional Professional Practice Steering Committee within thirty (30) days of receipt of the request.

2907 This mechanism is in no way intended to add to, delete from, or to modify any provisions of the basic Labor Agreement.

3000 ARTICLE XXX – UNION / MANAGEMENT COMMITMENT TO QUALITY SERVICE

3001 The Union and the Employer mutually recognize the importance of promoting cooperation and understanding among the Employer, the Union, and the employees and the additional importance of promoting a work environment that provides for a high degree of satisfaction for providers, employees and patients. The parties recognize the mutual benefit that may be derived from the delivery of quality medical care and the courteous and dignified delivery of services.

3100 ARTICLE XXXI – MANAGEMENT’S RIGHTS

3102 The Union recognizes that the Employer has the duty and the right to manage its facilities and to direct the working forces. This includes, for example, the right to hire, transfer, promote, demote, layoff, discipline and discharge employees, subject to the terms of this Agreement and the grievance procedure.

3200 ARTICLE XXXII – DISPUTES

3201 Work Stoppages

3202 The Employer and the Union realize that the Employer’s facilities are different in their operations from industries because of services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts or work stoppages.

3203 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

3300 ARTICLE XXXIII – CONFORMITY TO LAW – SAVINGS CLAUSE

3301 Conformity to Law

3302 If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of the Agreement shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, both parties shall meet immediately for the purpose of renegotiating only the provision(s) so invalidated.

3303 It is further agreed, that the parties will enter negotiations for the corrections of any illegal or unenforceable provision(s) of this Agreement.

3400 ARTICLE XXXIV – MISCELLANEOUS

3401 Section 1 – Volunteers and Special Programs

3402 The volunteer's role in the facilities is to provide services to patients that may not otherwise be offered.

3403 The Employer agrees that programs such as volunteer programs and summer youth programs shall not be utilized to displace bargaining unit employees or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce their hours of work.

3404 The Employer shall notify the Union upon commencement of volunteer programs and summer youth programs of the number of participants, their classification, work location, hours of work per week, and the duration of the program.

3405 Section 2 – Termination pay

3406 When an employee is voluntarily or involuntarily separated from employment, the employee will be paid all monies owed pursuant to applicable collective bargaining agreements, state or federal laws.

3407 Section 3 – Payday and Paychecks

3408 Payday shall be every other Friday. When a payday falls on a holiday, employees shall be paid on the day immediately preceding the holiday.

3409 Employees upon written request may direct automatic deposit of their paycheck to a bank or saving institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing automatic deposit shall receive a check stub or equivalent information each pay period indicating all payments made.

3410 Paycheck shortages shall be paid by no later than the end of the next business day upon request of the employee; otherwise, paycheck shortages shall be paid on the next pay period or per applicable law.

3411 Section 4 – Confidentiality of Records and Protected Health Information

3412 In accordance with the Employer's compliance policies, indiscriminate or unauthorized review, use or disclosure of protected health information regarding any patient or employee is expressly prohibited. Reviewing, discussing, photocopying or disclosing patient information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

3413 Section 5 – Conscientious Objection

3414 The Employer and the Union recognize the rights of individuals to refuse to participate directly in therapeutic abortion procedures. Employees who wish to exercise those rights shall submit their written request to the Employer. The Employer shall honor such requests by making reasonable accommodations, except in an emergency situation, where the immediate nature of the patient's needs and rights shall take precedence over exercise of the employee's rights.

3500 ARTICLE XXXV – HEALTH AND SAFETY

3501 The Employer will comply with applicable Federal and California laws and regulations related to Occupational Safety and Health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected it shall be promptly reported to the Administrative Supervisor.

3600 ARTICLE XXXVI – DURATION

3601 Duration of Agreement

3602 This Agreement shall become effective October 1, 2005 and shall continue in effect until 11:59 p.m., January 31, 2012. It shall continue from year to year thereafter unless amended, modified, changed or terminated.

3603 Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.

3604 Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.

**SOUTHERN CALIFORNIA REGION**

Kaiser Foundation Hospitals

Southern California Permanente Medical Group

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this October 1, 2005.

/S/Pennie Troxel

Pennie Troxel

/S/William Blank

William Blank

/S/Lucila Santos

Lucila Santos

/S/Beth Bernstein

Beth Bernstein

/S/Larry Sharfstein

Larry Sharfstein

/S/Cheri Dekeyser

Cheri Dekeyser

/S/Michelle Biggerstaff

Michelle Biggerstaff

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**SOUTHERN CALIFORNIA HEALTH CARE PROFESSIONALS**

/S/ Pat McCarthy

Pat McCarthy

/S/ Susan Tipton

Susan Tipton

/S/ Bonnie Rettgers

Bonnie Rettgers

/S/Rebecca Allison

Rebecca Allison

/S/ Gina Rosenthal

Gina Rosenthal

/S/ Ming Ying

Ming Ying

/S/ Peter Gevanthor

Peter Gevanthor

October 1, 2005

Mr. George Daniels  
Director  
SEIU, Local 535  
309 South Raymond Avenue  
Pasadena, California 91105-2607

Dear Mr. Daniels:

The purpose of this letter is to set forth the understanding reached in contract negotiations which concluded in June 2004.

This letter shall run concurrently with the current collective bargaining agreement, which became effective June 21, 2004.

1. Employee Request For Temporary Reduction Of Hours

An employee may submit a request for a temporary change in scheduled hours. The duration of the request will be for a period that is not less than three (3) months and not more than six (6) months. This temporary reduction in hours may be granted for the following reasons:

- Parenting
- Personal Problems
- Family Illness
- Education/Professional Development

Requests for a temporary change in scheduled hours must be submitted in writing to the Department Administrator. The employee must provide as much notice as possible in making the request. The Employer will make

every effort to approve such requests. However, the granting of such requests will be at the sole discretion of the Employer.

If a temporary reduction in hours is granted to an employee for any reason that qualifies as a leave of absence required under applicable law, such reduced hours shall be so designated and acknowledged as such by the employee and Employer. It is also understood that such reduced hours will run concurrently with other leaves of absence where appropriate.

The reduction of hours must not unduly disrupt the operations of the department.

The Employer may grant an extension to the temporary reduction in hours. The employee will be required to submit a written request for such extension. However, the total period of the temporary reduction in hours shall not exceed one (1) year. The granting of such extensions will be at the sole discretion of the employer.

It is understood that such a change in scheduled hours may result in changes in eligibility for benefits. Such a change in scheduled hours may also result in a reduction in Service and Credited Service for pension plan calculation purposes.

Any adjustment to an employee's scheduled hours made pursuant to this side letter shall not be considered a Reduction in Force under the terms of the collective bargaining agreement.

## 2. Office Space

In the event two (2) or more employees within a work location bid for a more preferable vacant office space, the employee having the most work location seniority shall be granted the vacant office space subject to the efficiency of operations.

## 3. Earned Time Off

Upon ratification of the contract, each department will have 90 days to establish a written policy to memorialize their agreement, which will include language to resolve scheduling conflicts. Issue resolution will be used if the policy needs to be revised later. Each department will use an Interest Based Problem Solving/ Consensus Decision Making Process to construct their policy.

4. Pager Usage Audit

Generally, carrying a pager after work hours is not mandatory as described in paragraph 1600. The parties recognize that there may be areas where this practice is necessary, and agree to conduct an audit to identify those areas, if any. In the event the audit identifies an area where this practice is necessary, the parties will meet and confer to remedy the situation.

If this is your understanding, please sign this letter in space provided.

Sincerely,

/S/William Blank  
Senior Labor Relations Representative

\_\_\_\_\_

/S/George Daniels  
George Daniels  
Southern Regional Director  
SEIU Local 535

Date: October 1, 2005

APPENDIX A

**UHW SOUTHERN CALIFORNIA HEALTH CARE PROFESSIONALS  
DIETITIANS AND HEALTH EDUCATORS**

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>YEAR</b>	<b>STEP 1 START</b>	<b>STEP 2 1 YR</b>	<b>STEP 3 2 YR</b>	<b>STEP 4 3 YR</b>	<b>STEP 5 4 YR</b>	<b>STEP 6 5 YR</b>	<b>STEP 7 6 YR</b>
<b><u>BASE WAGE RATES</u></b>									
<b><u>LEVEL I</u></b>									
DIETITIAN I	10023	2005	23.474	24.46	25.487	26.554	27.664	28.818	30.318
HEALTH EDUCATOR I	10024	2006	24.413	25.438	26.506	27.616	28.771	29.971	31.531
		2007	25.390	26.456	27.566	28.721	29.922	31.170	32.792
		Mid Year 2008	26.463	27.575	28.732	29.936	31.188	32.488	34.179
		2008	27.257	28.402	29.594	30.834	32.123	33.463	35.205
		2009	28.075	29.254	30.482	31.759	33.087	34.467	36.261
<hr/>									
<b><u>LEVEL II</u></b>									
DIETITIAN II	10025	2005	24.566	25.552	26.579	27.646	28.756	29.91	31.41
HEALTH EDUCATOR II	10026	2006	\$25.549	\$26.574	\$27.642	\$28.752	\$29.906	\$31.106	\$32.666
		2007	26.571	27.637	28.748	29.902	31.102	32.350	33.973
		Mid Year 2008	27.695	28.806	29.964	31.167	32.418	33.719	35.410
		2008	28.526	29.670	30.863	32.102	33.390	34.730	36.472
		2009	29.382	30.560	31.788	33.065	34.392	35.772	37.566

**UHW SOUTHERN CALIFORNIA HEALTH CARE PROFESSIONALS  
DIETITIANS AND HEALTH EDUCATORS**

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>YEAR</b>	<b>STEP 1 START</b>	<b>STEP 2 1 YR</b>	<b>STEP 3 2 YR</b>	<b>STEP 4 3 YR</b>	<b>STEP 5 4 YR</b>	<b>STEP 6 5 YR</b>	<b>STEP 7 6 YR</b>
<b>PER DIEM - 20% ABOVE BASE</b>									
<u>LEVEL I</u>									
DIETITIAN I	10027	2005	28.169	29.352	30.584	31.865	33.197	34.582	36.382
HEALTH EDUCATOR I	10028	2006	\$29.296	\$30.526	\$31.807	\$33.140	\$34.525	\$35.965	\$37.837
		2007	30.468	31.747	33.079	34.466	35.906	37.404	39.350
		Mid Year 2008	31.757	33.090	34.479	35.923	37.425	38.986	41.015
		2008	32.709	34.083	35.513	37.001	38.548	40.155	42.245
		2009	33.691	35.105	36.578	38.111	39.704	41.360	43.513
<hr/>									
<u>LEVEL II</u>									
DIETITIAN II	10029	2005	29.479	30.662	31.895	33.175	34.507	35.892	37.692
HEALTH EDUCATOR II	10030	2006	\$30.658	\$31.888	\$33.171	\$34.502	\$35.887	\$37.328	\$39.200
		2007	31.884	33.164	34.498	35.882	37.322	38.821	40.768
		Mid Year 2008	33.233	34.566	35.957	37.400	38.901	40.463	42.492
		2008	34.230	35.603	37.036	38.522	40.068	41.677	43.767
		2009	35.257	36.671	38.147	39.678	41.270	42.927	45.080

**Advanced Hiring Criteria**

At the time of hire, Dietitians and Health Educators *may be* considered for advanced step placement reflective of their experience as follows,

0 to less than 2 years experience	Start Rate
2 years to less than 4 years experience	1 Year Rate
4 years to less than 6 years experience	2 Year Rate
6 or more years experience	3 Year Rate

**Level II Criteria: Master's degree in a field related to position and/or the following certification(s):**

Certifications must be current/valid for placement and retaining Level II designation

- CDE – Certified Diabetes Educator
- CNSD – Certified Nutrition Support Dietitian
- CSR – Board Certified Specialist in Renal Nutrition
- CSP – Board Certified Specialist in Pediatric Nutrition
- FADA – Fellow of the American Dietetic Association

**UHW SOUTHERN CALIFORNIA HEALTH CARE PROFESSIONALS  
AUDIOLOGISTS AND SPEECH PATHOLOGISTS**

<b>JOB TITLE</b>	<b>JOB CODE</b>		<b>STEP 1 START</b>	<b>STEP 2 1 YR</b>	<b>STEP 3 2 YR</b>	<b>STEP 4 3 YR</b>	<b>STEP 5 4 YR</b>	<b>STEP 6 5 YR</b>	<b>STEP 7 6 YR</b>	<b>STEP 8 7 YR</b>	<b>STEP 9 8 YR</b>	<b>STEP 10 9 YR</b>	<b>STEP 11 10 YR</b>
<b><u>BASE WAGE RATES</u></b>													
AUDIOLOGIST	67234	2005	28.951	29.967	31.019	32.107	33.235	34.4	35.608	36.856	38.151	39.298	40.479
SPEECH PATHOLOGIST	67206	2006	30.109	31.166	32.260	33.391	34.564	35.776	37.032	38.330	39.677	40.870	42.098
		2007	31.313	32.413	33.550	34.727	35.947	37.207	38.513	39.863	41.264	42.505	43.782
		Mid Year 2008	32.638	33.784	34.970	36.196	37.467	38.781	40.142	41.549	43.010	44.303	45.634
		2008	33.617	34.797	36.019	37.281	38.591	39.944	41.347	42.796	44.300	45.632	47.003
		2009	34.626	35.841	37.099	38.400	39.749	41.143	42.587	44.080	45.629	47.001	48.413
AUDIOLOGIST, LEVEL II	67240	2005	30.402	31.47	32.573	33.717	34.900	36.126	37.393	38.704	40.062	41.267	42.506
		2006	31.618	32.729	33.876	35.066	36.296	37.571	38.889	40.252	41.664	42.918	44.206
		2007	32.883	34.038	35.231	36.469	37.748	39.074	40.445	41.862	43.331	44.635	45.974
		Mid Year 2008	34.274	35.478	36.721	38.011	39.345	40.727	42.155	43.633	45.163	46.523	47.919
		2008	35.302	36.542	37.823	39.152	40.525	41.948	43.420	44.942	46.518	47.918	49.357
		2009	36.361	37.639	38.958	40.326	41.741	43.207	44.723	46.290	47.914	49.356	50.837
AUDIOLOGIST CFY	67232	2005	25.463										
SPEECH PATHOLOGIST CFY	67202	2006	26.482										
		2007	27.541										
		Mid Year 2008	28.706										
		2008	29.567										
		2009	30.454										

**UHW SOUTHERN CALIFORNIA HEALTH CARE PROFESSIONALS  
AUDIOLOGISTS AND SPEECH PATHOLOGISTS**

JOB TITLE	JOB CODE		STEP 1 START	STEP 2 1 YR	STEP 3 2 YR	STEP 4 3 YR	STEP 5 4 YR	STEP 6 5 YR	STEP 7 6 YR	STEP 8 7 YR	STEP 9 8 YR	STEP 10 9 YR	STEP 11 10 YR
<b><u>PER DIEM - 20% ABOVE BASE</u></b>													
AUDIOLOGIST	67235	2005	34.741	35.960	37.223	38.528	39.882	41.280	42.730	44.227			
SPEECH PATHOLOGIST	67207	2006	36.131	37.398	38.712	40.069	41.477	42.931	44.439	45.996			
		2007	37.576	38.894	40.260	41.672	43.136	44.648	46.217	47.836			
		Mid Year 2008	39.166	40.539	41.963	43.434	44.961	46.537	48.172	49.859			
		2008	40.341	41.755	43.222	44.738	46.310	47.933	49.617	51.355			
		2009	41.551	43.008	44.519	46.080	47.699	49.371	51.105	52.896			
<hr/>													
AUDIOLOGIST, LEVEL II	67236	2005	36.482	37.764	39.088	40.460	41.880	43.351	44.872	46.445			
		2006	37.941	39.275	40.652	42.078	43.555	45.085	46.667	48.303			
		2007	39.459	40.846	42.278	43.761	45.297	46.888	48.534	50.235			
		Mid Year 2008	41.128	42.574	44.066	45.612	47.213	48.872	50.587	52.360			
		2008	42.362	43.851	45.388	46.981	48.630	50.338	52.104	53.931			
		2009	43.632	45.167	46.750	48.390	50.089	51.848	53.667	55.549			

**Advanced Hiring Criteria**

At the time of hire, Audiologists and Speech Pathologists *may be* considered for advanced step placement reflective of their experience as follows,

Less than 1 year experience	Step 1	(Start rate)
Between 1-2 years experience	Step 2	(1 year rate)
Between 2-3 years experience	Step 3	(2 year rate)
Between 3-4 years experience	Step 4	(3 year rate)
Between 4-5 years experience	Step 5	(4 year rate)
Between 5-6 years experience	Step 6	(5 year rate)
Between 6-7 years experience	Step 7	(6 year rate)
7 or more years experience	Step 8	(7 year rate)

**ATTACHMENT 1**

<b><i>Union</i></b>	<b><i>Employer</i></b>	<b><i>Covered Bargaining Units/Recognition/Scope</i></b>
SEIU-UHW-WEST (North)	Kaiser Foundation Hospitals; Kaiser Foundation Health Plan; The Permanente Medical Group	<p>KPPACC (Para. 9, 11, 16) Appendix A</p> <p>Registered Dietitians (para. 3, 5, 7) Appendix B &amp; C</p> <p>250 (Para.5, 7, 14) Appendix B &amp; D</p> <p>The Employer recognizes the Union as the exclusive bargaining agency of the Employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work, and working conditions.</p> <p>Excluded: RN's, Supervisors, Confidential Employees, Stationary Engineers</p> <p>Scope: Employees in classifications covered by this Agreement in any new facility in California north of the Tehachapi line; provided, however, that the Master Agreement Provisions dealing with wages and benefits covering the Employees of such new facilities shall not apply and such matters shall be subject to negotiations between the Employer and the Union.</p> <p>Employees in existing facilities not presently represented by any Union in the event a majority of such employees in any appropriate bargaining unit in any individual facility express a desire to be</p>

<b>Union</b>	<b>Employer</b>	<b>Covered Bargaining Units/Recognition/Scope</b>
		<p>represented by the Union; provided, however that any such employees who at the time do not desire to become members of the Union shall be exempted from the provisions of Article ____, Section ____ hereof.</p> <p>In the event a new facility is opened which is connected to or is adjacent to an existing facility where employees are represented by another Union or in the event there is a combination of present facilities where employees in one of the combining existing facilities are represented by another Union, an appropriate procedure shall be agreed upon by which the matter of representation of such employees can be resolved.</p>
SEIU-UHW-WEST (South)	Kaiser Foundation Hospitals; Kaiser Foundation Health Plan, Southern California Permanente Medical Group	<p>399 (Para. 202, 302, 303) Appendix A &amp; B  The Employer recognizes the Union as the exclusive bargaining agent of the Employees covered by the Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions</p> <p>Scope: The term “Employee” or “Employees” as and whenever used in this Agreement, shall mean and include all Employees of the Employer at the medical offices, hospitals, and business offices of the Employer located in Los Angeles and Orange Counties in the State of California, but specifically excluding Medical Doctors, Registered Nurses,</p>

<b>Union</b>	<b>Employer</b>	<b>Covered Bargaining Units/Recognition/Scope</b>
		<p>Registered Pharmacists, Optometrists, Pharmacy Cashiers, Supervisory Employees, and Confidential Secretaries at the Employer's facilities in the counties above specified.</p> <p>In the event the Employer's signatory to this Agreement establishes or operates any medical office in Ventura County which serves as a satellite medical office to an existing Medical Center in Los Angeles County, Employees represented and covered by this Agreement who are transferred to said facilities shall continue to be represented by Local 399, and wages, terms and conditions of the Agreement shall apply to them, for the classifications set forth in the Agreement. In addition, future Employees hired by the Employer to work at the above satellite medical office(s) shall be required to meet the Union membership requirements as set forth in Paragraph 306. It should also be noted that Employees in the classification of Physical Therapists, Speech Therapists, and Occupational Therapists shall not be required to become members of the Union as a condition of continued employment; however, such Therapists who have become or shall hereafter become members of the Union shall be required to maintain membership in the Union hereafter as a condition of continued employment.</p>
SEIU-535-Social Services	Southern California Permanente	Get NLRB Case #31 RC 3311

<b>Union</b>	<b>Employer</b>	<b>Covered Bargaining Units/Recognition/Scope</b>
Los Angeles	Medical Group	<p>(Para. 102) Appendix A &amp; B</p> <p>The Employer recognizes Social Services Union Local 535, SEIU as the exclusive bargaining agent with respect to wages, hours, and working conditions for all Employees in classifications shown in Appendix A &amp; B of this Agreement and within the Southern California Permanente Medical Care Program certified by the National Labor Relations Board in Case #31 RC 3311</p>
SEIU-535-Integrated Behavioral Health Northern California	The Permanente Medical Group	<p>Get copy of card count agreement.</p> <p>Article II</p> <p>Pursuant to the Card Count Agreement, dated December 21, 1998 the Employer recognizes SEIU 535 as the exclusive bargaining agent for all non-supervisory staff Neuropsychologists, Psychologists, Behavioral Medicine Specialists-Psychologists, Behavioral Medicine-Licensed Clinical Social Workers, Licensed Clinical Social Workers, Marriage and Family Therapists and Chemical Dependency Counselors II &amp; I, Psychiatric Social Worker Assistants and Psychological Assistants who perform clinical work and provide patient care in the Northern California Region. Excluded are Psychologists, Chemical Dependency Counselors, Licensed Clinical Social Workers and Marriage and Family Therapists who work in supervisory, administrative and/or research capacities or function</p>

<b>Union</b>	<b>Employer</b>	<b>Covered Bargaining Units/Recognition/Scope</b>
		<p>as Chiefs, Division Chiefs, Coordinators, Sub-Regional Chiefs/Coordinators, students and volunteers.</p> <p>NOTE: Several discussions resulting in side letters have taken place between the parties. Check Side Letters for changes to job title changes: (Non-supervisory Staff Neuropsychologists, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists, Chemical Dependency Counselors I &amp; II, Psychiatric Social Worker Assistants, Psychological Assistants, MFT Assistants (MFTI), and Unlicensed Case Managers in Northern California Region.)</p>
SEIU-535-Social Services San Diego	Kaiser Foundation Hospitals and Southern California Permanent Medical Group	<p>Get NLRB Board Certification #21 RC 19410 Para. 101</p> <p>Kaiser Foundation Hospitals and Southern California Permanente Medical Group (hereinafter referred to as “the Employer” recognizes Social Services Union, Local 535 of the SEIU (hereinafter referred to as “the Union”) as the sole and exclusive bargaining agent for covered Employees pursuant to National Labor Relations Board Certification #21 RC-19410</p>
SEIU-535-Medical Social Workers Northern California	Kaiser Foundation Hospitals, The Permanente Medical Group	<p>Para. 2 &amp; 3</p> <p>The Employer recognizes the Union as the exclusive bargaining agency of the Employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and</p>

<b>Union</b>	<b>Employer</b>	<b>Covered Bargaining Units/Recognition/Scope</b>
		<p>working conditions.</p> <p>Scope: This Master Agreement covers all Medical Social Workers employed by the Employer in covered positions. Excluded from this agreement is a Medical Social Worker assigned to be Director of Social Services at any of the Employer's facilities or to whom the Employer has given authority to hire, promote, discipline, discharge, or otherwise change status or effectively recommend such action.</p>
<p>SEIU-535-American Federation of Nurses Los Angeles</p>	<p>Kaiser Foundation Hospitals, Los Angeles Medical Center</p>	<p>Get NLRB certification # 31-CA-2984 Para. 101</p> <p>The Employer recognizes the Union as the sole and exclusive bargaining agent for all inpatient Registered Nurses employed by Kaiser Foundation Hospital, Los Angeles Medical Center, with respect to wages, hours and working conditions in accordance with the certification issued by the NLRB on April 19, 1976, in Case 31-CA-2984 and for all Home Health and Hospice Registered Nurses employed by Kaiser Foundation Hospital, Los Angeles Medical Center.</p>
<p>SEIU-535-Optical Workers Northern California</p>	<p>The Permanente Medical Group</p>	<p>Get Letters of Agreement Para. 30,</p> <p>The Employer recognizes the SEIU, Local 535 Optical Workers Unit as sole collective bargaining</p>

<b>Union</b>	<b>Employer</b>	<b>Covered Bargaining Units/Recognition/Scope</b>
		<p>agent for Employees working in the classifications as set forth in Section 1.</p> <p>Section 1. This Agreement covers Benchpersons, Optical Dispensers, Surface Grinders, Prescription Stock Clerks, Inspectors, Utility Optical Workers, Optical Services Assistants, Working Foremen, Lead Optical Dispensers, Lead Prescription Stock Clerks and Special Optical Workers, Contact Lens Assistants, Contact Lens Trainees, Contact Lens Fitters, and Optical Equipment Maintenance Technicians, Senior Prescription Stock Clerks but excludes Branch Managers (as outlined in a Letter of Agreement dated January 20, 1984 and December 1, 1986</p>
<p>SEIU-535- Southern California Healthcare Professionals Southern California</p>	<p>Southern California Permanente Medical Group</p>	<p>Audiologists, Dietitians, Health Educators, Speech Pathologists</p>
<p>SEIU-105 Colorado</p>	<p>Kaiser Foundation Health Plan of Colorado</p>	<p>Get NLRB Certification #27 RC 4420 Article 2, 3, Section 1</p> <p>The Employer recognizes the Union as the exclusive bargaining agent of the Employees coming under the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions.</p> <p>This Agreement shall cover all of the Employer's Employees represented by the Union as certified by</p>

<i>Union</i>	<i>Employer</i>	<i>Covered Bargaining Units/Recognition/Scope</i>
		the NLRB in Case No. 27-RC-4420. This Agreement covers Employees in classifications covered by this Agreement in any new facility.
SEIU-49 Oregon/Washington	Kaiser Foundation Health Plan of the Northwest Kaiser Foundation Hospitals	<p>Articles 2.1, 2.2</p> <p>The Employer recognizes the Union as the exclusive bargaining agent of the Employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and working conditions.</p> <p>Scope: the term “Employee” or “Employees” as and whenever used in this Agreement shall mean and include Employees of the Employer employed in the classifications set forth in Schedule A attached hereto at the Employer’s Kaiser Permanente facilities, including but not limited to facilities located in Multnomah, Clackamas, Washington and Marion Counties in the State of Oregon, Clark County and Cowlitz County in the State of Washington. This Agreement shall also apply to Employees performing work in the classifications set forth in Schedule A as appropriate in any new facility operated by the Employer.</p> <p>See also Exclusions: 2.3, 2.4 Schedule A</p>

**NOTE: This document is intended to reflect existing bargaining units without change except for Local 250, Local 399, now United Healthcare Workers West and Local 535 SD and LA, now SCAL Psych-Social.**

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