

**KAISER-TEAMSTERS UNION,
LOCAL 166**

LABOR-MANAGEMENT-AGREEMENT BETWEEN

Southern California Permanente Medical Group

and

Teamsters Union Local 166 Affiliated with the
International Brotherhood of Teamsters

January 1, 2022 – December 31, 2025

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AGREEMENT

THIS AGREEMENT made and entered into as of the first (1st day) of January 2022, by and between the **SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**, (hereinafter referred to as the "**Employer**") and **TEAMSTERS UNION LOCAL 166**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS** (hereinafter referred to as the "**Union**").

WITNESSETH:

That the parties hereto have agreed as follows:

100 **ARTICLE I - PURPOSE OF AGREEMENT**

101 It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment between the parties.

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

200 **ARTICLE II - SCOPE OF AGREEMENT**

201 **Section 1 - Jurisdiction of Agreement**

202 This Agreement covers the following:

All of the Employer's employees presently represented by the Union pursuant to 31 RC 7990.

The term "employee" or "employees" as used in this Agreement shall mean and include the employees of the Employer at its hospitals, Medical Offices and business offices in the counties of San Bernardino and Riverside. Employees in classifications covered by this Agreement at any new facility within the counties of Riverside and San Bernardino.

203 Excluded from the Bargaining Unit are all other employees, physicians, registered nurses, office clerical employees, and supervisors as defined in the National Labor Relations Act, as amended.

204 For the purpose of this Agreement, the term "facility" shall be defined as each medical center and associated outlying medical office buildings.

205 The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status; and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in Article II, Section 1 of this Agreement.

206 The Employer and the Union agree that no jurisdiction over any group of employees shall be surrendered to any other union during the life of this Agreement except by mutual written agreement of the parties hereto.

207 **Section 2 – Subcontracting**

208 The Union recognizes that the Employer has the obligation to provide effective health care in as efficient a manner as possible. The Employer recognizes that the Union has the obligation to protect the rights of Union members. To this end, they jointly establish procedures for subcontracting work, however, the parties understand the Employer's current and past practice of subcontracting and contracting for services will continue (i.e., the use of registry and contract personnel in various classifications and at various locations when deemed reasonable by the Employer and pursuant to the definition of temporary employees contained in the Agreement).

209 Subcontracting shall not include changes in service delivery which may involve facility closure, the provision of medical, hospital or other services to members at facilities that are not owned or operated by the Employer or subject to this Agreement. If the Employer determines such actions should be taken, the Employer will notify the Union, in accordance with the Employer's duty under the National Labor Relations Act, to bargain in good faith with the Union over the effects of such determination on bargaining unit employees.

210 Before subcontracting bargaining unit work, which is expected to last less than ninety (90) days, the Employer shall first offer the work to existing bargaining unit employees within the facility. If there is an additional need for work after the work is offered to employees within the facility, the work shall be offered to bargaining unit employees from other facilities who have submitted a written request to be considered for additional work. Such written request shall be sent to the facilities where the employee has an interest in accepting additional work. Such written request shall be valid for a period of ninety (90) days and will be maintained in the Human Resources Department of the facility where the employee desires extra work. Disputes under this paragraph shall be subject to the grievance procedure.

211 For the subcontracted work which is expected to last more than ninety (90) days, the Employer shall notify the Union at least thirty (30) days prior to such subcontracting, and the Employer and the Union shall discuss the circumstances resulting in the decision for such subcontracting including the impact, if any, it will

have on existing employees. The Union and Management may agree to waive the thirty (30) day notice requirement on a case-by-case basis.

300 **ARTICLE III - RECOGNITION AND UNION SECURITY**

301 **Section 1 – Recognition**

302 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.

303 **Section 2 - Union Membership**

304 Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union in good standing paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that fee, such employee shall as a condition of continued employment pay that portion of the fee that is related to the Union's representation costs.

305 Employees who are required herein under to maintain membership, or the payments described in the Section 2 above, and fail to do so and employees who are required herein under to join the Union and fail to do so, shall upon notice of such action in writing from the Union to the Employer be removed from the job.

306 **Section 3 - Notification of New Employees**

307 At the time of employment, the Employer shall give a copy of this Agreement to each employee covered by this Agreement and specific attention shall be called to the obligation of this provision. The Employer shall also give each employee covered by this Agreement at the time of employment, the current Union form authorizing voluntary payroll deduction of monthly dues. On or before the tenth (10th) of each month, the Employer will provide the Union with the names, addresses and dates of employment of all new employees covered by this Agreement and the names of those employees who have resigned or who have terminated.

308 **Section 4 - Check Off**

309 The Employer will check off original new hire initiation fees, monthly dues and special assessments, each as designated and notified by the Secretary Treasurer

of the Union as membership dues in the Union on the basis of and for the term of individual signed voluntary check off authorization cards, as submitted by the Employer. The Employer shall promptly remit any and all amounts deducted to the Secretary Treasurer of the Union and shall furnish a list of the employees from whom the deductions were checked off. The check off authorization cards shall be supplied to the Employer by the Local Union. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment.

310 Dues for a given month shall be deducted from each paycheck, which an employee receives in the succeeding month; deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization cards.

311 Upon written notification from the Union, specific exemptions may be made to individual employees check off requirements.

312 As provided by federal law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled, and any Agency of the employees local United Way, City of Hope, or American Red Cross shall be used in compliance.

313 The Employer shall deduct from each employee's wages the amount of Union dues and initiation fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment. Dues deductions shall be made monthly and remitted to the Union.

314 **Section 5 - Employer Indemnification**

315 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.

316 **Section 6 – Volunteers**

317 The volunteers' role in the Medical Centers and/or outlying Medical Office Buildings is to provide services to patients that may not otherwise be offered. Volunteers will not be assigned to replace or be used in lieu of Union personnel in the performance of the typical duties of their classification.

400 **ARTICLE IV - UNION AND MANAGEMENT RESPONSIBILITY**

401 **Section 1 - Management Rights**

402 The Management of the Employer's facilities and the direction of the workforce, including the right to hire, discipline, suspend or discharge for just cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer, provided that this will not be used for purposes of discrimination against any employee.

403 **Section 2 - Supervisory Employees**

404 The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise effect changes in the status of employees or effectively recommend such action. Supervisory employees will not normally perform duties performed by employees falling within the scope of this Agreement, except for training, regulatory and Management required certification/re-certification for the maintenance of competency requirements and/or licenses, emergencies requiring immediate action, including when an employee fails to report to work and other qualified employees are not available, or under circumstances that are beyond the control of the Employer. This section shall be considered as applicable to present and future regulatory and Management required certification/re-certification requirements for maintenance of competencies and/or licenses. Management will notify the Union of these exceptions as soon as practicable. It is the intent of the parties that the normal schedule will not be disrupted due to the maintenance of regulatory and Management required competency requirements for certifications/re-certification/licenses.

405 **Section 3 - Safety and Health**

406 The Employer shall provide reasonable and safe working conditions consistent with accepted standards for the nature of the process and work performed. Work assignments shall be made only if they are in accordance with this principle. Any employee may bring work conditions, which appear to be inconsistent with this principle to the attention of the area supervisor; and if the supervisor is unable to resolve the problem, it may be submitted for investigation by the facility safety committee. Within sixty (60) days following ratification of this Agreement, the Union shall designate an employee to be assigned to the facilities safety committee. Such attendance on safety committees shall not result in loss of pay to employees. The Employer and the Union, as well as the employees, recognize their obligations and/or rights under existing federal and State laws with respect to safety and health.

407 **Section 4 - Community Disaster**

408 Due to the nature of our medical care organization, it is recognized that a major community disaster could require the services of our organization and facilities far beyond those normally provided. In the event of such a disaster and in recognition of our obligation to the community, overtime, standby and reporting pay (Article VIII, Section 5) will be inapplicable during the period of such unusual demands caused by such disasters, provided the facilities of the organization are made available to non-members as well as members of the Kaiser Foundation Health Plan. **During such time as natural disasters and it is determined there is a need to create incentives that will entice employees to take on additional shifts the parties will meet and discuss options.**

500 **ARTICLE V - NON-DISCRIMINATION**

501 There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.

502 The Employer and Union agree there shall be no discrimination against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, veteran status or physical or mental status.
503 In accordance with the Employer's Equal Employment Opportunity Policy, employees are encouraged to utilize the Employer's internal complaint procedure to resolve complaints of discriminatory actions or practices.

504 **Section 1 - Wage Equality**

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

600 **ARTICLE VI – SENIORITY**

601 **Section 1 - Definition of Seniority**

602 **Company Seniority**

603 Employees who are continuously employed by the Company on or before January 1, 2003, within the bargaining unit as referred to in C31 RC 7990 will have their seniority based upon their length of service with the Company.

604 Employees who are employed by the Company on or before January 1, 2003, and who are later employed into a position covered by the Collective Bargaining Agreement, shall retain all Company seniority for benefit purposes but shall maintain a bargaining unit seniority date based on the date when said employee entered the bargaining unit.

605 Company seniority for employees hired after ratification is defined as continuous service from the date of hire within the bargaining unit with the Employer.

606 It is the intent of the Union and Employer that the application of Company seniority will include, but may not be limited to, benefits including retirement and vacation accrual, leaves and possible use as a tie breaker.

607 **Bargaining Unit Seniority**

608 Bargaining unit seniority is defined as the continuous period of service measured from the date the employee last entered the bargaining unit or into a position covered by the Collective Bargaining Agreement.

609 It is the intent of the Union and Employer that the applications of Bargaining Unit seniority will include, but may not be limited to vacation bidding, work schedules, tie breakers, transfers, reduction in force and recall, realignments/restructures and out-of-classification bidding within the Department.

610 **Classification/Job Code Seniority**

611 Classification/Job Code Seniority is defined as the continuous period of employment measured from the date the employee last entered the classification/job code classification within the Department within the Medical Center.

612 It is the intent of the Union and Employer that the application of Classification/Job Code Seniority will include, but may not be limited to, in classification job bidding within the Department.

613 **Student Status**

614 For those employees who entered the **San Bernardino County or Riverside County Service Area** Department of Diagnostic Imaging in a student status, Company seniority is defined as the date of the employee's last continuous employment by the Company in a paid, non-student status.

615 For those employees who entered the **San Bernardino County or Riverside County Service Area** Department of Diagnostic Imaging in a student capacity, **B**argaining unit seniority is measured from the date the employee last entered a **B**argaining unit position in a paid status.

616 Students will not be assigned to replace or be used in lieu of Union personnel in the performance of their training requirements which are performed under the appropriate supervision of a Technologist/Technician.

617 **Per Diem Seniority**

618 For purposes of bidding from a Per Diem position to a permanent position, a Per Diem employee may use total hours worked for the purpose of determining bargaining unit seniority amongst Per Diem employees only. Per Diem employees who transfer to permanent status will receive a seniority date measured from date of hire into a permanent position covered by the bargaining unit. Per Diem employees may apply for permanent positions at any time. Per Diem employees do not accrue seniority for any other purposes.

619 **Per Diem Employee Work Commitment**

Per Diem employees hired prior to April 1, 2003, will have no minimum shift commitment. Per Diem employees hired on or after April 1, 2003, will be subject to a minimum work commitment of four (4) shifts per month, which will include two (2) weekend shifts. **As noted in the October 1, 2005 agreement**, such minimum commitment agreement will apply to all Per Diem employees and will include, but not limited to, the number of shifts to be worked by Per Diem employees each month including a weekend shift (if applicable to the Per Diem employee's home department), holiday shifts, and hard to fill shift.

Per Diem employees must be available to work at least two Holiday shifts and one shift for the Hard to Fill Days categories as defined below:

- Holidays: New Year's Day, Thanksgiving, Christmas Day, Memorial Day, Independence Day, Labor Day, **Martin Luther King Jr. Day (effective 2023)**.
- Hard to Fill Days: New Year's Eve, Super Bowl Sunday, Christmas Eve, Valentines' Day, Mother's Day, Father's Day, Halloween, day after Thanksgiving, day after Christmas.

If a Per Diem employee is available to work a shift for the Holiday or Hard to Fill Day categories and is not called/scheduled, they will be deemed as having met the requirement of being "available" to work at least one shift in the applicable category.

620 **Miscellaneous**

In the event a Per Diem employee has failed to meet their total work commitment within two (2) consecutive months, the Employer and the Union shall meet on a local basis jointly to address the issue of work commitment.

Additional hours will not count toward total work commitment.

621 **Section 2 - Seniority Lists**

622 Seniority lists of employees will be maintained within the department and shall be provided to the Union, or **their** designee upon request. A revised seniority list shall be posted by the first of November of each year.

623 Employees may contact the Human Resources Department and/or Human Resources Services Center to request a review of their seniority date.

624 Seniority date reviews are subject to the Human Resources Services Center audit process. In those cases where an employee disputes such audit findings, the Union and Management will meet to resolve such dispute.

625 **Section 3 - Loss of Seniority**

626 Seniority of an employee will be broken under the following conditions:

- Discharge for just cause;
- Resignation;
- Retirement;
- Failure to respond to recall notification within the time frame established within Article VI, Section 4;
- Failure to be recalled from layoff within twelve (12) months after such layoff;
- Failure to report to work upon expiration of an approved Leave of Absence;
- Accepting other employment while on approved Leave of Absence without prior permission by the Company;
- Unexcused absence from work for a period of three (3) consecutive work days as provided in this Agreement;
- Upon settlement of Workers Compensation for total permanent disability;
- Transfer out of the bargaining unit; and,
- Bargaining Unit employees as of January 1, 2003, or thereafter, who are transferred or promoted to positions within the Company but not within the job classifications covered by this Agreement, shall retain Company seniority but shall not be construed as working under the terms of this Agreement while occupying such position. It is understood and agreed that employees so transferred or promoted shall retain their Company seniority for the duration of this Agreement.
- Should an employee elect to return to the bargaining unit, their Bargaining Unit and Classification Seniority shall begin to accrue anew.

627 **Section 4 - Work Force Adjustments and Transition**

628 **Restructure/Redesigns**

629 Restructures/redesigns shall be accomplished by bargaining unit seniority within the job classification/**job code**, department and **Service Area**.

- 630 Should it be necessary, in the interest of efficient operations, to restructure/redesign existing filled and unfilled position(s) to reflect change(s) in the number of positions (including reduction in force) hours of work, shifts and/or days off within a Department and Section/ Unit, the Employer will notify and confer with the Union prior to restructure/redesign. The final right to effect restructure/redesign/reduction in force rests with the Employer to avoid adversely affecting operations of the Company.
- 631 Shift changes within a two (2) hour window (i.e., a change of two (2) hours or less before or after the current shift) will not be subject to the bid process or included in the restructure/redesign process.
- 632 Restructure/redesigns will be accomplished by using an internal bid through process that includes Union, Management and Human Resources Department representatives.
- 633 Employees will be provided reasonable advance notice of the date and time of the bid through process and of their responsibility to be available or contact during the process. Management will provide employees with an opportunity to submit their first and second choices in writing in advance of the bid through date. An employee's submission of a first and second choice does not guarantee the employee will be granted **their** first or second choice. Employee(s) who are on leaves of absence, vacation, etc., will receive notification of the bid through by certified mail, return receipt. All notification to employees of the bid through process should emphasize that if Union, Management and Human Resources Department representatives are unable to contact an employee during a bid through, the process will continue.
- 634 Employee(s) are encouraged to provide Management with a telephone number where they can be reached during the bid through process. Management should provide the employee(s) with the telephone number for the room where the bid through process is scheduled to take place. For those employee(s) who do not submit their first and second choices in writing, the Union, Management, and Human Resources Department representatives will make a maximum attempt of three (3) documented telephone calls in an effort to contact the employee by telephone. If, after three (3) documented attempts to telephone the employee, the representatives are unable to contact the employee, the process will continue.
- 635 Individual employee elections to waive or exercise bargaining unit seniority within job classification in a restructure/redesign will be documented and signed by the employee and by representatives of the Union, Management, and Human Resources Department. If the employee is not present and participating in the process via telephone, the signatures of the Union, Management, and Human Resources Department representatives will suffice.

636 Employee(s) will exercise bargaining unit seniority within job classification during a restructure/redesign/reduction in force in accordance with the order of displacement provided under the reduction in force language. In order for an employee to exercise **their** bargaining unit seniority within job classification, the employee must satisfy all current requirements prior to the displacement of less senior employee(s).

637 Recall rights for an employee who is unable to retain a position as a result of a restructure/ redesign/reduction in force, will be in accordance with the reduction in force language.

638 **Transfer Procedure**

639 A transfer is defined as a change in job classification/job code.

640 Following completion of the original probationary period, employees shall be eligible for transfer. Employees who transfer to another **job classification/job code** shall undergo a new job probationary period of ninety (90) calendar days. Should the employee fail to qualify for the new **job classification/job code** during the probationary period, the employee shall be returned to the former position. If during the probationary period, an employee elects to or is returned by the Employer to the former job, the next senior qualified bidder will be awarded the position. Employees may elect to return to their former **job classification/job code** within the first thirty (30) calendar days following a transfer.

641 If an employee returns or is returned to **their** former position within the probationary period, all employees holding contingent permanent assignments shall be returned to their former position and status.

642 On a case-by-case basis, the Employer and Union may agree to extensions of the new job probationary period for transfers for a period not to exceed thirty (30) calendar days.

643 **Lateral Moves**

644 A lateral move is defined as a change in job assignment within a classification, such as change in Medical Center, department, location, shift, status or a combination thereof.

645 Following a lateral move, an employee may be returned involuntarily or be returned voluntarily to **their** former job assignment within thirty (30) calendar days. Where there are other qualified bidders for the vacated position, the position will not be re-posted but awarded to the next senior qualified bidder. In those cases where there is only one bidder, the job will be re-posted.

646 **Reduction in Force**

647 The Employer will provide the employee and Union with sixty (60) days written notice of decisions to permanently layoff full time, and part time employees. A permanent layoff is defined as a reduction in force of more than thirty (30) days. Prior to implementation of layoffs, the Employer will meet with the Union to identify positions to be eliminated, the seniority of affected employee(s), present and proposed work schedules, and date(s) of layoffs. Additionally, the parties agree to meet and discuss alternatives to layoffs that will minimize the impact on employee(s). Such discussions may include consideration of hiring freezes, early retirement for eligible employees, leaves of absence, reduction of hours, transfers to other departments/facilities, reduction in utilization of contract or temporary employee(s), and/or other alternatives that meet management established operational objectives prior to the designated date(s) of layoff. Any agreement or alternatives to layoff prior to the designated date(s) of layoff shall be in writing and enforceable under the terms of this Agreement.

648 The parties recognize that reductions in force are extremely serious matters and that even well-intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to employees. Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure in a specific reduction in force application should the need arise.

649 Reduction in force shall be accomplished by bargaining unit seniority within job classification, department and Medical Center.

650 The parties agree to review all open bargaining unit positions and agree to place the affected employee in an available open position for which **they are** qualified. The Union will waive posting and seniority for purposes of such displacement. Should the affected employee decline such placement in a position for which **they are** qualified; the employee shall be laid off.

651 If a vacant position of the same status does not exist to permit placement of a displaced employee, the affected employee may displace a less senior employee within **their** status, provided **they are** qualified for said position. If the affected employee is the least senior full-time employee, **they** may displace the less senior part-time employee.

652 If the affected employee is not placed as above, such employee will be eligible to exercise displacement rights. Displacement rights shall occur according to bargaining unit seniority within the job classification, department and Medical Center. The displacing employee must have the qualifications to perform the work of the displaced employee.

- 653 Registry, temporary and per diem employees shall be laid off in this order before regular part-time and full-time employees are laid off.
- 654 Employees impacted by a reduction in force will be offered the ability to elect a voluntary layoff at any step in the reduction in force process. In the event an employee does not select a vacant position or elect to displace a less senior employee, **they** may elect voluntary lay off. In this case, recall provisions will apply.
- 655 An employee holding recall rights will have the first right of recall to the job classification within the Medical Center from which displaced. An employee on layoff status or whose status was changed as a result of a reduction in hours shall have rights for twelve (12) months from the date of layoff/status reduction. An employee who has recall rights and who declines an offer for a comparable position (full-time to full-time/part-time to part-time) or who voluntarily transfers to another position will be removed from the recall list.
- 656 Employees on layoff status with active recall rights may submit a Transfer Request to any job vacancy within the Service Area and if otherwise qualified for the position, will be preferred over outside applicants.
- 657 An employee who changes Medical Centers by application of this provision will forfeit recall rights to said employee's former Medical Center.

658 **Section 5 - Temporary Reductions in Work Schedules**

- 659** When it becomes necessary to reduce force on a temporary basis because of reduced workload (i.e., involuntary cancellation, also known as KTO (Kaiser Time Off), force will be reduced by shift and department, or units where departments are sub-divided into units.
- 660** Employees with scheduled hours will be reduced in order of reverse seniority and notified of non-availability of work in the following order:

Registry
Overtime
Employee volunteers
Per Diem/temporary
Part-time
Full-time

- 661 For purposes of cancellations for part-time and full-time employees, classification/job code seniority in inverse order will apply. Employees who are KTO'd may use their Earned Time Off (ETO) for the day on which they were KTO'd. Cancellations may occur prior to or at any time during the shift. For cancellations, which occur after the employee does report to work, said employee will be

compensated at a minimum of two (2) hours or time actually worked, whichever is greater. Volunteers who elect to leave will be compensated for hours actually worked.

662 Regularly scheduled employees who report to work or employees who are notified and do report to work shall be paid two (2) hours of their base hourly rate in the event no work becomes available.

663 At the Employer's discretion the employee(s) who report may be assigned other work of the same general level for which they are qualified in lieu of being released. Employees who refuse such alternate assignment will not receive reporting pay.

664 In the event alternate work is not available, reporting time may be determined as being allowed time (no work performed) and the two (2) hours will be paid. Any allowed time hours paid shall not be counted as hours worked during the normal workday or normal workweek and shall not count towards overtime.

665 Hours actually worked under this provision shall count towards the payment of overtime.

666 The provisions of this Section shall not apply if acts of God or failure of utilities interfere with work being provided, and if the Employer makes a reasonable effort to notify the employee(s) not to report to work at least two (2) hours before their scheduled time to work. It shall be the responsibility of the employee(s) to notify the Employer of their current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements.

667 **Section 6 - Automation and Technological Change**

668 The Employer and the Union will carefully review the status of any employee displaced by automation and/or technological change. The Employer will review the status of employees affected by such change in order to provide suitable retraining or alternate employment wherever practicable. Any mutually agreed placement shall not be construed to violate this Agreement.

669 **Section 7 - Posting and Filling of Permanent Job Vacancies**

670 Notice of all permanent full-time and part-time (including per diem and temporary vacancies) job vacancies will be **electronically** posted for a period of seven (7) calendar days at the Medical Center where the vacancy occurs. Such notices will also be **electronically** posted for the same seven (7) calendar day period **by** Human Resources.

671 Job postings shall include classification/**job code**, status, shift, workweek, **location** and required and preferred qualifications.

672 It is understood and agreed that the Employer may, at its option, temporarily fill a job vacancy by assignment during the period from the time the vacancy is posted for bid and the time it is filled.

673 Section 8 – Posting and Filling of Temporary Job Vacancies

674 1. Notice of all temporary full-time and part-time (job vacancies will be electronically posted for a period of seven (7) calendar days at the Medical Center where the vacancy occurs. Such notices will also be electronically posted for the same seven (7) calendar day period by Human Resources.

2. Job Postings shall include classification, status, shift, workweek, location and required and preferred qualifications.

3. During the posting period, it will be the responsibility of the interested employee to submit an on-line application for consideration to each temporary vacancy.

4. Absence of on-line application for consideration for a job vacancy on the part of the employee will constitute a statement on non-interest in the vacancy.

5. Posted Temporary Vacancies will be filled in Bargaining Unit Seniority order provided the candidate meets all minimum qualifications.

6. Candidates interested in moving to temporary vacancies must discuss with the local manager and local union official, the feasibility of holding the prior position for return. Agreements or understanding reached must be memorialized in writing.

7. Benefited Employees filling temporary vacancies will retain all benefits consistent with their previous classification for the duration of the temporary assignment.

8. Absent existing IBT bargaining Unit employees, the temporary vacancy will be filled by external candidates consistent with section 1009 and 1010.

675 Section 9 – Awarding of Temporary Job Vacancies

676 1. Full-time employees within the classification, department and location will use their classification job code seniority for internal bid process when bidding on temporary vacancies within the same job code and the Department within the Service Area.

2. Part-time employees within the classification, department and location will use their classification job code seniority for internal bid process when bidding on temporary vacancies within the same job code and the Department within the Service Area, provided there are no full-time employees within the classification/job code that have shown interest in the vacancies.

3. If there are no interested employees within the same classification/job code in the department at the Service Area, the Temporary Vacancy will be posted consistent with the following provisions.

- 677 During the posting period, it will be the responsibility of the interested employee to submit an on-line application for consideration to each permanent vacancy.
- 678 Absence of **on-line** application for consideration for a job vacancy on the part of the employee will constitute a statement on non-interest in the vacancy.
- 679 The Union recognizes the right of the Employer to establish job requirements for all positions in the bargaining unit and to change such requirements from time to time as necessitated by efficient operations and quality patient care. In all cases, job requirements shall be reasonably related to work performed.
- 680 The Company shall notify the Union of its intentions to modify posting requirements and qualifications in advance of the implementation of such requirements and qualifications.
- 681 Employees who are awarded **positions** must be available for work within thirty (30) calendar days after the posting is awarded. Union and Management may meet to discuss reducing or extending time limits based upon mutual agreement. If the employee does not assume the position within thirty (30) calendar days after the posting is awarded, the next senior qualified bidder will be awarded the position.

682 **Section 10 – Awarding of Permanent Job Vacancies**

- 683 Permanent job vacancies will be awarded on the basis of seniority and qualification in the following order:
1. Full-time employees will use their classification/job code seniority to bid on full-time permanent vacancies within the job code, within the Department.
 2. Part-time employees will use their classification/job code seniority to bid on full-time permanent job vacancies within the job code, within the Department.

3. Part-time employees will use their classification/job code seniority to bid on part-time permanent job vacancies within the job code, within the Department.
4. Once the employees who have classification/job code seniority have exercised or waived their seniority to bid on a permanent job vacancy and a vacant part-time permanent position remains, qualified full-time employees within the classification/job code may use their bargaining unit seniority to bid on the vacant part-time position.
5. Once the employees who have classification/job code seniority have exercised or waived their seniority to bid on a permanent job vacancy, and a vacant permanent position remains, qualified out of classification/job code employees within the Department at the **Service Area** may use their bargaining unit seniority to bid on a vacant permanent position.
6. Once the qualified out-of-classification/job code employees within the Department have exercised or waived their seniority to bid on a permanent job vacancy and a vacant permanent position remains, qualified employees within the bargaining unit within the specific **Service Area** (i.e., either the Fontana/Ontario **Service Area** or the Riverside **Service Area**) may use their bargaining unit seniority to bid on a vacant permanent position.
7. Once the qualified out of classification/job code employees within the specific **Service Area** (i.e., either the Fontana/Ontario **Service Area** or the Riverside **Service Area**) have exercised or waived their seniority to bid on a permanent job vacancy and a vacant permanent position remains, qualified employees from within the bargaining unit from the other **Service Area** who have submitted a timely Transfer Request may use their bargaining unit seniority to bid on a vacant permanent position. Should two (2) or more employees apply, seniority will prevail by bargaining unit service.
8. After steps/numbers 1 – 7 as outlined above have been exhausted, the Employer may select any qualified person from outside of the Kaiser world to fill said position.

684 **Lead Positions:**

685 With respect to Lead positions only, the Company will consider all bidders using the following criteria and, in the order, set forth:

1. The applicant must meet the requirements and qualifications of the job opening.

2. The applicant must have demonstrated the ability to perform the duties of the posted position, and
3. Bargaining Unit Seniority
4. **Employees bidding to or from a non-Lead classification to a Lead classification within the same modality will retain their classification seniority.**

686 If the qualifications and demonstrated abilities of two (2) or more employees bidding for the same Lead job opening are relatively equal, then individual bargaining unit seniority shall be the determining factor in filling the position (i.e., the senior most qualified bidder will be selected for the position).

687 Generally, Lead positions will provide lead functions over two (2) or more employees.

688 **Tie Breaker**

689 In the event two (2) or more employees have the same Company or bargaining unit seniority date as herein provided, the employee having the earliest employment application date shall be considered as having the greater seniority for tie breaking purposes. In the event two (2) or more employees have the same employment application date, the employee having the earliest time stamp on the employment application shall be considered as having the greater seniority for further tie breaking purposes.

690 **Section 9 - Notice of Termination/Resignation**

691 In recognition of the difficulties which may be imposed on the Employer to obtain and train replacements for employees who terminate, employee covered by this Agreement who plan to terminate their employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) weeks' notice.

700 **ARTICLE VII - HOURS OF EMPLOYMENT**

701 **Section 1 - Intent of Article**

702 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Article shall not be construed as any basis for the calculation of overtime.

703 **Section 2 - Normal Work Week**

704 The Employer will exercise its efforts in good faith, subject to the requirements of efficient operations and staffing, to the end that employees will be scheduled on a basis of a normal workweek of forty (40) hours within the workweek to include two (2) consecutive days of rest. To the extent possible and subject to the requirements of efficient operations and staffing, the Employer shall attempt to schedule full-time employees with consecutive days off.

705 **Section 3 – Scheduling**

706 Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workweek, the Employer and Union, at the request of either, may confer to determine whether based upon the facts of the situation, mutually satisfactory modified schedules can be arranged. However, the final right to arrange working schedules rests with the Employer in order to avoid adversely affecting the efficiency of operations.

707 The Employer will determine the starting time of the daily and weekly work schedules, and such schedules may be changed by the Employer from time to time to suit varying conditions. Each department and/or modality shall post a schedule as follows:

- Thirty-five (35) to twenty-eight (28) calendar days prior to commencement of the schedule which will allow part-time employees to be scheduled up to the maximum straight time hours per CBA.
- Twenty-eight (28) to twenty-one (21) calendar days prior to the commencement of the schedule which will allow per diem employees to be scheduled up to the maximum straight time hours per CBA.
- Twenty-one (21) to fourteen (14) calendar days prior to the commencement of the schedule which will allow the manager opportunity for final review of the schedule prior to posting.

The Employer shall post the monthly work schedule reflecting holidays and days off, at least fourteen (14) calendar days in advance.

Any required changes made after Thursday of the week preceding the commencement of the schedule, changes shall be explained as soon as possible to the affected employee(s). The Employer will only make changes of this nature in response to matters beyond the control of the Employer and to meet the requirements for the orderly operation of the Medical Centers and patient safety.

708 At the union's request, the parties agree to review full-time shifts that are considered non-replacement hours at nine (9) months with a ninety (90) day resolution, to determine whether the outcome warrants the position to be posted.

709 **Trades**

710 Employees may trade shifts or days off provided the following occurs: the trade is pre-approved/pre-authorized by the Department Manager/Supervisor; a qualified replacement is found; and the trade does not result in overtime.

711 **Rest Period Between Shifts**

712 Full-time employees shall have an unbroken rest period of twelve (12) hours between any eight (8) hour shifts. All hours worked within the twelve (12) hour rest period shall be paid at the rate of time and one half (1 1/2). Time for which any premium pay is paid shall count as rest time for purposes of this paragraph. This paragraph is waived if conditions beyond the Employer's control and/or acts of God so require the services of the employees.

713 **Section 4 – Out - of - Classification Differential**

714 Employees who are asked by Management to perform the primary function of a higher classification within the bargaining unit for four (4) or more hours per shift will receive a differential equivalent to the difference of a step for step placement at the higher classification for all hours worked in the higher classification.

715 **Section 5 - Workload Distribution**

716 When an employee is absent for any reason and if a qualified replacement cannot be obtained in time, it is the intention 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. It is further the intention of the Employer, to distribute the workloads equitably among employees in both single work units and departments given due regard to the employees' safety.

717 **Section 6 - Distribution of "Standby" Time, Overtime and Additional Hours**

718 **Standby Distribution**

719 The Employer will distribute standby duty in a rotational sequence established by seniority among those qualified employees in any one classification concerned at any one location who have volunteered to be on the standby list. The Employer will maintain lists of those employees requesting standby. If no one on the list

volunteers to take the standby and no other qualified employee volunteers, it will be assigned on a rotational basis by reverse bargaining unit seniority within job classification and the department to those who have volunteered to be on the standby list; or, if there have been no such volunteers for the list, to those qualified employees in the unit on a rotational basis by reverse bargaining unit seniority within job classification and department.

720 Employees may elect to add their names to or withdraw their names from the volunteer standby list at any time.

721 **Overtime and Additional Hours**

722 The Employer shall assign overtime and additional hours to employees in any one classification concerned at any one location who have volunteered to be on the list for overtime or additional hours. Such work shall be assigned from the lists in the following order, based upon bargaining unit seniority within the department:

1. All Full-time employees
2. All Part-time employees
3. All Per Diem employees

723 If no one on the list volunteers for overtime or additional hours, and no other qualified employee volunteers, it will be **awarded**/assigned by reverse seniority. The assignment of additional hours shall not require the Employer to split the additional hours among two or more employees, to pay overtime as a result of such assignment or to change the employees' normally assigned work schedule.

724 Awarding of additional shift hours shall be granted by bargaining unit seniority within classification. Management will award the additional shift hours to the employee who can work the full shift. If the employee(s) are not available to work the full shift, the most senior employee who can work the most amount of hours and volunteered to be on the list for either overtime or additional hours will be awarded the additional hours.

725 Awarding of holiday hours shall be granted by classification seniority date. Management will award the holiday hours to the employee who can work the full shift. If the employee(s) are not available to work the full shift, the most senior employee who can work the most amount of hours and who signed up to work the holiday hours will be awarded the hours.

726 **Section 7 - Solid Shifts**

727 A straight shift is defined as a regular day's work consisting of eight (8) hours completed within an eight and one half (8 1/2) consecutive hour period with an unpaid one-half (1/2) hour lunch period. All lunch periods shall be consistent with Industrial Welfare Commission (IWC) regulations.

728 **Section 8 - Personal Time Off (PTO)**

729 Beginning with the first day of employment, employee(s) may request and be granted Personal Time Off (PTO) without pay for short periods of time not to exceed five (5) consecutive workdays per request. Such request will be granted provided staffing and operational efficiencies can be met.

730 Employees have the option to unpaid Personal Time Off (PTO) or paid Earned Time Off (ETO).

731 Personal Time Off (PTO) may be requested and granted in emergency situations. Requests for paid time off will be granted prior to non-emergency requests for Personal Time Off (PTO). It is understood that management may request supporting documentation.

732 **Section 9 - Rest Periods**

Rest periods will be provided in accordance with applicable Wage and Hour laws. In no case shall a rest period be longer **than** fifteen (15) minutes.

733 **Section 10 - Alternate Schedules**

734 In an effort to make our organization a more desirable Employer, Management and the Union may discuss and implement in writing a variety of alternate schedules during the term of this Agreement. Such alternate schedules may include, but are not limited to:

- Job Sharing
- Ten (10) hour shifts at straight time
- Twelve (12) hour shifts at straight time

800 **ARTICLE VIII- OVERTIME AND ALLOWED TIME**

801 **Section 1 - Intent of Article**

802 This Article is intended to provide the basis for calculation of and payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

803 **Section 2 – Definition of Terms**

804 Payroll Day: as used in this Article shall mean and consist of a twenty-four (24) hour period, beginning at the same time each Payroll Day as the Payroll Week begins.

805 Workday: The workday is defined as a consecutive twenty-four (24) hour period beginning the same time each calendar day. The normal workday shall be eight (8) hours of work in a twenty-four (24) hour period that shall begin with the first hour of the employee’s regularly scheduled shift.

806 Workweek: The workweek is defined as a fixed and regularly recurring period of one hundred and sixty-eight (168) hours, i.e., seven (7) consecutive twenty-four (24) hour periods. The payroll week shall consist of a seven (7) calendar day period beginning at 12:01 a.m. Monday or Sunday. {NOTE: The start of the workweek for the Riverside Service Area = Sunday; for the San Bernardino County Service Area = Monday. For Departments requiring weekend coverage for rotating weekend assignments, Sunday may be designated as the start of the workweek.}

807 **Section 3 - Overtime Rates**

808 All overtime worked by an employee must be authorized in advance. If it is not possible to secure authorization in advance on the day the overtime is worked, the employee must justify the overtime on the day worked and the reasons for the overtime.

809 Shift Differentials shall be paid only for hours worked and shall be included as a part of base pay for purposes of calculating overtime premiums.

810 Overtime premium rates shall be paid as follow:

TIME AND ONE HALF

One and one half (1 1/2) times the base hourly rate of pay shall be paid for:

- All hours worked in excess of eight (8) hours in a normal workday:
- All hours worked in excess of forty (40) in a workweek:
- All hours worked on the sixth (6th) consecutive day of work.

DOUBLE TIME

Two (2) times the base hourly rate of pay shall be paid for:

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

812 **TWENTY FOUR (24) HOUR CLOCK**

813 In the event an employee's work schedule is modified so as to cause the employee to begin work earlier than on the proceeding day, the overtime rate shall be applicable only if more than three (3) hours are involved, but not if the earlier scheduling is made at the employee's request.

814 All work performed on the sixth (6th) consecutive day of work shall be paid for at the overtime rate of one and one half (1 1/2) times the straight time hourly rate, except when such schedule results at the request of the employee. All work performed on the seventh (7th) shall be paid at double time (2X).

815 Mandatory overtime is intended to be restricted to emergency situations. When an emergency situation arises, the Employer will first seek volunteers to fill the necessary shift. If there is an emergency, in the interest of patient care and/or operational needs, and it is necessary to mandate overtime, assignments will be made on a rotational basis by inverse seniority in accordance with the provisions of Article VII of this Agreement.

816 **Section 4 - Standby Pay and Duty**

817 Effective October 1, 2007 (or the beginning of the pay period closest to October 1, 2007), employees on standby will be paid one-half (1/2) of their regular rate of pay up to a maximum of twelve (\$12.00) per hour for each hour on standby. Actual work time shall begin when the employee arrives at the facility and shall end when the employee leaves, provided however the employee shall be guaranteed a minimum of two (2) hours work or pay for each time called in. An employee shall receive time and one half (1 1/2) the regular rate of pay, rather than the standby allowance, for all hours actually worked or guaranteed during the standby period. There will be no pyramiding of overtime for overlapping call in periods.

818 **Section 5 - Reporting Pay**

819 Employees who are regularly scheduled to report to work or employees who are notified and do report to work shall be paid two (2) hours of their base hourly rate in the event no work becomes available.

820 At the Employer's discretion, the employee(s), who report may be assigned other work of the same general level for which they are qualified in lieu of being released. Employees who refuse such alternate assignment will not receive reporting pay.

821 In the event alternate work is not available, reporting time may be determined as being allowed time (no work performed) and the two (2) hours will be paid. Any allowed time hours paid shall not be counted as hours worked during the normal workday or normal workweek and shall not count towards overtime.

822 Hours actually worked under this provision shall count towards the payment of overtime.

823 The provisions of this Section shall not apply if acts of God or failure of utilities interfere with work being provided, and if the Employer makes a reasonable effort to notify the employee(s) not to report to work at least two (2) hours before their scheduled time to work. It shall be the responsibility of the employee(s) to notify the Employer of their current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements.

824 **Section 6 - Minimum Call In Pay**

825 An employee who is not on standby and who is called in on a regularly scheduled day off will receive a minimum of four (4) hours call in pay at the base hourly rate. Should work become unavailable, at the Employer's discretion, the employee may be assigned to work of the same general level for which they are qualified. Employees who refuse the alternate assignment will not receive call in pay.

826 Call in hours shall count towards the determination of overtime.

827 **Section 7 - Calculation of Allowed Time**

828 Pay under Section 4 of this Article (Standby Pay) for work which was not performed (allowed time) shall not be included in the hours worked during the payroll day or payroll week for the purpose of calculating overtime, and likewise, shall not be paid for at overtime rates. When employees are specifically directed by their supervisors to attend mandatory meetings, such time spent in meetings shall count as time worked.

829 **Section 8 - Non-Duplication/Non-Pyramiding of Overtime Premiums**

830 There shall be no pyramiding or combination of two different rates of premium pay, or combination of premiums pay with overtime; only the highest applicable rate shall be paid. Hours paid at an overtime or premium rate will not be duplicated and to the extent that hours are paid at an overtime or premium rate, such hours will

not be counted further for purposes of calculating overtime for any other hours or days.

900 **ARTICLE IX - SHIFT PREMIUM**

901 Shift differential amounts are as set forth below.

There shall be three shifts of work, and the regular starting times are assigned between the hours shown for the respective shift starts as follows:

First (1st) shift (Day) 6:00 a.m. to 10:00 a.m.

Second (2nd) shift (Evening) 2:00 p.m. to 6:00 p.m.

Third (3rd) shift (Night) 10:00 p.m. to 2:00 a.m.

902 Employees who begin a normal workday shift schedule outside the above described time period will receive the evening shift differential for all actual hours worked between 4:00 p.m. and 12:00 a.m. and night shift differential for all actual hours worked between 12:00 a.m. and 8:00 a.m.

903 **Shift Differential**

904 The shift differential for employees working the evening (2nd) shift shall be **\$2.326** per hour, and the shift differential for employees working the night (3rd) shift **shall be \$3.256** per hour.

905 A day shift employee who completes their regular scheduled shift and continues to work into the following shift(s) in excess of four (4) hours shall be paid the applicable shift differential for all hours worked during the subsequent shift(s).

906 Employees called into work on the evening or night shift shall receive the shift differential.

907 Shift differentials for overtime hours shall be computed at the applicable overtime rates.

908 **Bilingual Differential**

909 Employees who are routinely required (on average 2 hours per week) to interpret other languages shall receive a bilingual differential. Employees designated as a Level 1 shall receive or continue to receive, a bilingual differential in the amount of \$0.375 per hour and employees designated as a Level 2 shall receive a bilingual differential in the amount of \$0.550 per hour. Bilingual differential is to be paid on

hours worked only to a maximum of eighty (80) hours work per bi-weekly pay period.

1000 **ARTICLE X - DEFINITION OF EMPLOYEES**

1001 **Section 1 - Definition of Full-time, Part-time, Per Diem and Temporary Employees**

1002 **Full-time Employees**

1003 Full-time employees are those employees normally scheduled to work forty (40) hours per week. This is not to imply any guaranteed workweek.

1004 **Part-Time Employees**

1005 Part-time employees are those normally scheduled to work twenty (20) hours or more but less than forty (40) hours per week. This is not to imply any guarantee of workweek but may be posted as such. Any employee designated as a part-time employee shall accumulate and receive all of the fringe benefits provided in this Agreement as long as they maintain status as a part-time employee.

1006 The Employer may create part-time positions that are less than twenty (20) hours per week to accommodate employee as well as business and operational needs (e.g., weekend only positions, etc.). Placement of employees in part-time positions of less than twenty (20) hours per week will be voluntary.

1007 **Per Diem Employees**

1008 A Per Diem employee is one who is not normally scheduled for any particular hours or days, except as stated in 618/619. In lieu of any insured or paid time off benefit, a per diem employee shall receive a forty-five cents (\$.45) per hour differential for each hour worked.

1009 **Temporary Employees**

1010 A Temporary employee is one who is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed three (3) months. However, in those instances where the need exceeds the three (3) months, or where a temporary employee is hired to replace an employee who is on an approved leave of absence, which exceeds three (3) months, the Employer may request approval from the Union to retain the employee on temporary status, and the Union will not unreasonably deny the request.

1011 **Section 2 - Alternate Compensation Program (ACP)**

- 1012 The Alternate Compensation Program (ACP) is a pay option that provides eligible employees with a twenty percent (20%) wage rate differential in exchange for their participation in certain benefit plans. Bargaining Unit employees who are regularly scheduled to work twenty (20) hours or more per week, are eligible to participate in ACP.
- 1013 Employees enrolling in ACP will not be eligible for the following benefits: Health Plans, Dental Plan, Company-paid Life Insurance, Earned Time Off Program, Disability Plans, Designated Holiday Pay for Holiday not worked, and other paid time off such as Bereavement Leave, and Educational Leave.
- 1014 Employees participating in ACP may request two (2) weeks of unpaid leave per year and in one (1) week increments, the unpaid leave may be accumulated up to a maximum of four (4) unpaid weeks.
- 1015 Employees enrolling in ACP will continue to be eligible for the following benefits in addition to the twenty percent (20%) above their wage: Employee purchased Life Insurance, Dependent Care Plan, Health Care Spending Account, Commuter Choice Program, Jury Duty, Survivor Assistance, Kaiser Permanente Retirement Program, Kaiser Permanente 401k Program, Tuition Reimbursement, Unpaid Leaves of Absence, and Straight time pay at ACP rate for Holiday worked.
- 1016 In the event an employee participating in ACP is called for Jury Duty, they will receive pay for the number of hours regularly scheduled on the day in question at their regular base wage rate, minus the twenty percent (20%) ACP differential.
- 1017 Employees who enroll in the ACP will be paid off all of their accrued ETO hours at the straight time hourly rate in effect on the day prior to entering the ACP. Accrued ESL and Educational Leave will be frozen upon entering ACP and restored upon return to the regular benefits program.
- 1018 Employees who elect to participate in ACP must remain in the Program for the entire payroll calendar year and will continue from year to year unless the employee elects to disenroll by completing the ACP withdrawal form during the annual open enrollment period. An employee who is covered under a spouse's or domestic partner's health care coverage and loses such coverage may elect to disenroll and enroll in the Benefits Program within thirty-one (31) days of the date such coverage is lost.
- 1019 Employees will continue to accrue service and credited service for pension purposes. Final average monthly compensation for pension calculations will be calculated solely on the base rate.
- 1100 **ARTICLE XI - WAGE RATES**

1101 **Section 1 - Schedule of Wages**

1102 The minimum straight-time hourly rates of pay shall be as shown in the salary schedules attached hereto and made a part hereof (Appendix "A").

1103 **Section 2 - Premium Employees**

1104 The wage scales set forth are intended to constitute minimum scales only and nothing in this Agreement shall preclude the Employer from paying in excess of such minimum rates at the Employer's discretion. However, no employee covered by this Agreement shall, as a result of the provisions of this Agreement, suffer a reduction in **their** wage rate so long as **they** continue in the same classification.

1105 **Section 3 - Pay Day**

1106 **Pay Periods**: Employees are paid on a bi-weekly payroll cycle.

1107 **Payroll Errors**: Correction of payroll errors will be made if brought to the attention of the Department Manager/designee within a period of one (1) year from the date for which the incorrect computation was paid.

1108 **Paycheck Distribution**: Evening shift employees shall receive their normal paychecks on Thursday prior to the end of their shift. Night shift employees will receive their paychecks prior to the end of their shift ending on Friday.

1109 **Paycheck Records**: Current Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will be recorded on the employee's earnings statement (paycheck stub).

1110 **Upon Termination of Employment**: Any employee who terminates shall receive all wages due **them** as provided in the State Labor Code.

1111 **Section 4 - Automatic Paycheck Deposit**

1112 Employees **with** automatic deposit of their paycheck shall receive an **electronic** check stub each pay period indicating all payments made.

1113 **Section 5 - Effective Date of Tenure Increases**

1114 Tenure increases shall become effective at the beginning of the first full payroll period nearest the employee's tenure increase eligibility date as indicated for their classification.

1115 **Section 6 - Advanced Hiring Criteria**

1116 New bargaining unit employees with previous experience may be hired beyond the minimum salary.

1117 **Section 7 - Longevity Pay**

1118 A longevity pay differential in the amount of thirty cents (\$.300) per hour is provided to employees covered by this Agreement upon completion of ten (10) years of service with the Employer. A longevity pay differential in the amount of forty cents (\$.400) per hour is provided to employees covered by this Agreement upon completion of fifteen (15) years of service with the Employer. A longevity pay differential in the amount of fifty cents (\$.50) per hour is provided to employees covered by this Agreement upon completion of twenty (20) years of service with the Employer. A longevity pay differential in the amount of sixty cents (\$.60) per hour is provided to employees covered by this Agreement upon completion of twenty-five (25) years of service with the Employer.

1119 **Section 8 - Job Descriptions**

1120 It is agreed that the Employer and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of Medical Centers concerned with the care, treatment, and recovery of patients. At the time an employee commences work or is assigned a new position, they will be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job. A copy of same will be sent to the Union. When new jobs are created and mutually agreed to be within the jurisdiction of this bargaining agreement, the Employer shall negotiate with the Union the effect of the modifications, wage rate and the new job description. Any disagreements may be resolved under the provisions of this Article.

1121 It is recognized that changes in job titles contained in this Agreement may be necessary in accomplishing this project and such revisions shall be by written mutual agreement under the terms of this Agreement. Revised job descriptions shall be provided to the Union.

1122 **Section 9 - Classification Review Requests**

1123 When an employee requests a review of their job for possible reclassification, the following process shall occur:

The Union shall submit the agreed upon classification review request form to the chairperson of the job review committee. The chairperson/designee will review the form for completeness and, if complete, will date stamp the form. The job review

committee will be composed of representatives of Management and the Union. The committee will determine whether or not the request should receive reevaluation. If the request is determined to be inappropriate by the committee, the affected employee will be notified by the Union that no further action will occur. If the request is advanced for further evaluation, the review will occur within sixty (60) calendar days of the date stamped submission.

The job review committee will complete a review of the said job. If the committee cannot agree on the appropriate disposition of the submission, then the issue may be submitted by the Union to Step III of the grievance process and such submission must occur in writing, within ten (10) calendar days of the job review committee's meeting.

If the committee agrees on the evaluation results, any upgrade will be retroactive to the date stamped on the classification review request form.

The Union and Management agree that all time limits for review under this process may be extended by mutual agreement. The Union and Management also agree that neither the Union nor Employer will have the basis for resubmitting a reclassification request under this provision more than once in a twelve (12) month period from the date the evaluation occurs. Notwithstanding, the Union and Employer may agree to waive the twelve (12) month limitation if a classification has undergone a significant change in job content.

1124 **Section 10 - Technical Classifications**

- 1125 Lead positions will be offered within the provisions of the Agreement as set forth in Article VI, Section 8, and the steps on the salary structure (excluding longevity) will be established at a rate of five percent (5%) over the base wage rate of the highest classification led or classification that could be led.
- 1126 Any employee working in a technical classification who, as a part of their predetermined work schedule, performs work in a higher classification (except for rest period and meal relief) shall be paid at the higher rate of pay for all hours worked in the higher classification, with a minimum of four (4) hours worked in the higher classification, including shift differentials, if applicable.
- 1127 In the event an employee is promoted to a higher rated classification after having completed the probationary period, the rate will be adjusted to the appropriate rate of the same tenure step for the new classification as of the date the employee first assumes the duties of the higher rated classification.
- 1128 In the event an employee is transferred or demoted to a lower rated classification, the appropriate rate of the same tenure step for the classification to which the employee is transferred or demoted will be used.

1200 **ARTICLE XII – PREREQUISITES**

1201 **Section 1 – Uniforms**

1202 In those Departments where the Company provides uniforms or lab coats employees are required to comply by wearing the designated uniforms or lab coats.

1203 The cost of any safety equipment required by the Employer shall be furnished and paid for by the Employer.

1204 **Section 2 - Mileage Allowance**

1205 Employees authorized to use their personal automobiles for Employer business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy.

1206 If a business trip occurs during the employee's regular workday, mileage should be claimed only in excess of the distance normally traveled to and from the employee's regular work location. If the employee is temporarily assigned to another location, mileage should be claimed for the distance traveled to and from the temporary assignment but only in excess of the distance normally traveled to and from the employee's regular work location. This provision is not applicable to employees whose regular work schedule involves reporting to more than one location as a condition of employment.

1300 **ARTICLE XIII - EARNED TIME OFF**

1301 The Employer has an Earned Time Off (ETO) Program which has three (3) components as follows:

Designated Holidays

Earned Time Off (ETO)

Extended Sick Leave (ESL)

1302 **Section 1 – Holidays**

1303 Employees shall be eligible for paid designated holidays upon completion of the probationary period. The following days shall be observed as holidays:

New Year's Day

Martin Luther King Jr. Day (effective 2023)

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

1304 **Holiday Schedule**

1305 All holidays will be observed on the actual calendar day they fall, and all conditions and benefits applying to such holiday will be in effect on that day.

1306 **Designated Holiday Worked and Holiday Payment**

1307 Authorized time worked by an employee on a designated holiday or on a substitute holiday shall be compensated at two- and one-half times (2 1/2X) their regular rate of pay, plus any applicable premiums shift differential for all hours worked on the holiday.

1308 **Holiday, Full-time Employees, Eligibility**

1309 Full-time employees will receive pay at their full-time straight time rate for their normal scheduled daily working hours for the above holidays, when not worked, provided they meet all of the following eligibility rules:

- Must have performed work during the payroll week in which the holiday falls
- Must have completed the new hire probationary period
- Must have worked the last scheduled shift prior to the holiday, and the next scheduled shift following the holiday, unless an absence from one or both of said shifts is due to sickness or because of death in the employee's immediate family or because of a similar good cause. Employees who are proven abusers of the provisions of this section by repeatedly being absent from work on the day before, day of, or day after a holiday may be required to furnish a written certificate for such absence.
- No holiday pay shall be paid to an employee for any holiday which occurs during a period of layoff or leave of absence or which occurs following the effective date of termination of employment.
- No holiday pay shall be paid to an employee who is scheduled to work on a holiday and fails to do so; unless said absence is because of sickness or because of death in the immediate family (i.e., spouse/domestic partner who is registered with the state/local government or has a KP affidavit of domestic partnership, parent, step-parent, 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, grandparent, step grandparent, grandchildren, step grandchildren, in loco parentis child, legal ward, legal guardian, foster child, adopted child and relative living in the same household as the employee) or because of similar good cause. Employees who are absent on a holiday because of personal injury may be required to be examined by a physician to prove a bona fide illness or injury. Employees with good attendance records will not be required to provide physician certification unless the employee gives cause to suspicion the absence.

1310 **Holiday Work Schedule and Notification**

1311 Full-time and part-time employees with set schedules normally scheduled to work on a day that a holiday falls may not be displaced. However, such scheduled employees may request non-assignment to said holidays. Employees not assigned to work on a holiday may request assignment or non-assignment to work on a holiday, and such assignment will be based on classification seniority date. Should vacancies occur and voluntary requests to work are insufficient to meet staffing needs, assignments to such openings will be made by inverse seniority beginning with the least senior employees in the classification.

1312 **Designated Holiday Falling on Employee's Day Off**

1313 If an employee's regularly scheduled day off falls on a holiday, they shall receive a substitute day off within thirty (30) calendar days after the designated holiday with full pay. Such substitute day off shall be considered as the holiday for pay purposes

1314 **Unworked Holiday Pay**

1315 Unworked holiday pay for full-time employees shall be calculated at the employee's straight time hourly rate times eight (8) hours. Paid unworked holidays shall not be considered as time worked for the purposes of overtime calculation.

1316 **Holiday Pay**

1317 A non-full-time employee who works five (5) or more days in a payroll period in which a holiday falls and who meets the eligibility qualifications shall receive the same holiday pay as a full-time employee. Earned Time Off (ETO) and Extended Sick Leave (ESL) days utilized will be considered as time worked for the purposes of counting toward five (5) days.

1318 A non-full-time employee who works less than five (5) days in a payroll period in which a holiday falls and who meets the eligibility qualifications shall receive

holiday pay on the basis of the total hours worked in the pay period in which the holiday is observed, divided by ten (10) and multiplied by the employee's straight time hourly rate of earnings in the pay period. An unworked holiday, Earned Time Off (ETO) and Extended Sick Leave (ESL) will count as a day worked in computing such pay.

1319 **Holiday Falling During Earned Time Off or Extended Sick Leave Usage**

1320 If a holiday occurs during an authorized Earned Time Off (ETO) or Extended Sick Leave (ESL) period or if a holiday falls within the Earned Time Off (ETO) period of an authorized paid leave, the employee shall receive eight (8) hours of unworked holiday pay for that designated holiday.

1321 **Section 2 - Earned Time Off (ETO)**

1322 **Earned Time Off Eligibility Date**

1323 The Earned Time Off eligibility date determines the employee's accrual rate and it is the employee's most recent date of hire, unless adjusted for unpaid leaves of absence.

1324 **Earned Time Off Schedule:**

1325 Each full-time employee will accrue Earned Time Off (ETO) hours on a monthly basis in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours Per Month</u>	<u>Days Per Month</u>	<u>Days Per Year</u>
0-4 Years	14.00	1.75	*21.00
5-8 Years	17.33	2.17	26.00
9-10 Years	20.66	2.58	31.00
11 Years or More	24.00	3.00	36.00

*Rounded to two (2) decimal places.

1326 Non-full-time employees will accrue Earned Time Off (ETO) hours in accordance with the above schedule prorated on the basis of an average of straight time hour paid during the preceding two (2) pay periods

1327 **Use of Earned Time Off**

1328 Earned Time Off (ETO) can be used for illness, vacation, or personal/family reasons. Employees must provide prior notice in accordance with departmental policy in order to take Earned Time Off (ETO). Earned Time Off (ETO) taken for family leave purposes will run concurrent with Family Leave.

1329 **Earned Time Off Pay**

1330 Earned Time Off (ETO) pay shall be at the base hourly wage that the employee is receiving on the date time off is taken. Non-full-time employees shall have their Earned Time Off (ETO) pay prorated on the basis of scheduled hours. Earned Time Off (ETO) shall not be considered as time worked for the purposes of calculating overtime.

1331 **Earned Time Off Scheduling**

1332 Earned Time Off (ETO) requests for increments of one (1) week or more (i.e., up to annual accrual) must be submitted in writing to the employee's immediate supervisor prior to January 31, each year and will be scheduled within job classifications. The approved Earned Time Off (ETO) schedule shall be posted by February 14 each year and shall apply from March 1 through the last day of February of the following year. Should a conflict arise in Earned Time Off (ETO) requests received, the supervisor and/or department administrator shall use the employee's bargaining unit seniority as a basis for granting Earned Time Off (ETO) requests, provided the request was submitted in a timely manner. If approved Earned Time Off (ETO) has been exhausted, previously approved Earned Time Off (ETO) increments may be cancelled. Each Department will maintain a vacation cancellation list and vacations will not be subject to trades. Transferring employees will be required to select Earned Time Off (ETO) from open dates at their new department/location/unit, not previously filled by scheduled Earned Time Off (ETO) or approved leaves.

1333 Insofar as practicable, Earned Time Off (ETO) will be granted at the time desired by employees and will not be unreasonably denied. However, when efficient operation of the facility does not permit granting of Earned Time Off (ETO) requests, the Employer reserves the final right to schedule Earned Time Off (ETO).

1334 Requests for Earned Time Off (ETO) in increments of less than five (5) days must be made fourteen (14) calendar days in advance. For seniority to apply, requests for ETO must be submitted fourteen (14) days or more in advance. Notice will be given to employees no later than ten (10) calendar days before date requested in the system of record. Such requests are subject to staffing needs and efficiency of operations.

1335 **Earned Time Off Accumulation**

1336 Employees may accumulate up to a maximum of five hundred (500) Earned Time Off (ETO) hours in their account.

1337 **Cash Out Option**

1338 Eligible employees may elect to cash out Earned Time Off (ETO) during the annual election period in accordance with the existing Employer's policy.

1339 **Earned Time Off at Termination or Retirement**

1340 An employee who terminates employment or retires will receive payment for all accrued and unused Earned Time Off (ETO) at the base hourly wage the employee is receiving on that date.

1341 **Section 3 - Extended Sick Leave (ESL)**

1342 Employees may use the hours in their Extended Sick Leave (ESL) Bank on the first day of hospitalization (inpatient or outpatient) or after three (3) consecutive calendar days of disability. Full-time employees will accrue six (6) hours of Extended Sick Leave (ESL) each month. Non-full-time employees will accrue Extended Sick Leave (ESL) hours prorated based upon their regular scheduled hours. The Employer may require certification of illness and/or disability sufficient to justify the employee's absence from work for the period claimed.

1343 **Income Protection and Extended Income Protection**

1344 Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan. The benefit amount will be equal to either fifty percent (50%) of base wages or sixty percent (60%) if integrated with statutory plan (i.e. State Disability Insurance, Workers Compensation, etc.). If the employee is part time, the benefits will be prorated according to the employee's scheduled hours. The minimum integrated benefit (prorated for part-time employees) provided by the program during the first (1st) year of disability will not be less the one thousand dollars (\$1,000.00) per month.

1345 **Eligibility for Income Protection or Extended Income Protection**

1346 Eligibility for Income Protection or Extended Income Protection is based on length of service.

1347 **Income Protection Benefits**

1348 This benefit is provided to employees with less than two (2) years of service. Employees will receive a benefit commencing at the later of exhaustion of

Extended Sick Leave or according to State Disability Insurance (S.D.I) guidelines (i.e., the first (1st) day of hospitalization, eighth (8th) day of illness/injury) and will continue for up to one (1) year from the date of disability with continued medical certification.

1349 **Extended Income Protection Benefit**

1350 This benefit is provided to employees with two (2) or more years of service. Employees will receive a benefit commencing at the later of exhaustion of Extended Sick Leave (ESL) or three (3) months from the date of disability and will continue for up to five (5) years from the date of disability with continued medical certification. Benefits due to mental health related disabilities and/or alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability. The duration of benefit schedule will apply to employees' age sixty (60) or over who become disabled while eligible for this program.

1351 **Integration of Compensation Benefits and Earned Time Off (ETO)/Extended Sick Leave (ESL)**

1352 If an employee is eligible for basic State Disability Insurance (S.D.I.) benefits, Employer paid Earned Time Off (ETO)/Extended Sick Leave (ESL) shall be reduced by the amount of the S.D.I. pay and Earned Time Off (ETO)/Extended Sick Leave (ESL) pay totals normal straight time salary. The reduced amount of Earned Time Off (ETO)/Extended Sick Leave (ESL) payment shall then be charged against the employee's Earned Time Off (ETO)/Extended Sick Leave (ESL) account. If an employee is eligible for Workers Compensation Insurance payments, the same method of integration with Employer Paid Earned Time Off (ETO)/Extended Sick Leave (ESL) shall apply. Employees may elect to waive integrated Earned Time Off (ETO)/Extended Sick Leave (ESL) benefits with Workers Compensation Insurance payments, provided said election is made within seven (7) calendar days of the inception of the absence and provided further that said election shall be irrevocable for the duration of said absence. Should the employee fail to elect non-integration within said seven (7) calendars day period, the option of non-integration will not be available.

1353 It is the employee's responsibility to promptly file claims for any compensation benefits for which they may be eligible and to report the amount of such benefits to the Human Resources Service Center.

1354 In the payment to employees on Earned Time Off (ETO)/Extended Sick Leave (ESL) disability or Workers Compensation, the Employer will deduct taxes in accordance with Federal and State laws.

1355 **Extended Sick Leave at Termination or Retirement**

1356 Employees with an Extended Sick Leave (ESL) bank of two hundred and fifty (250) or more hours at the time of termination or retirement will have all hours in their Extended Sick Leave (ESL) bank converted to Credited Service for Basic Pension Plan calculation purposes, provided they are vested in the Pension Plan.

1357 **Limitations**

1358 Coverages, limitations and exclusions of the foregoing Income and Extended Income Protection Plans are established and controlled by the Employer's agreements with the respective insurance carriers, plan documents, and summary plan descriptions.

1400 **ARTICLE XIV - LEAVES OF ABSENCE**

1401 **Section 1 - Leaves of Absence**

1402 **Eligibility**

1403 Leaves of Absence without pay may be granted to employees at the discretion of the Employer. Each employee must have at least six (6) calendar months of continuous service in order to be considered for a leave of absence without pay (not to include Family Medical Leave of Absence). However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purpose of Medical Leave of Absence. All requests for leaves of absence shall be requested in writing on the form provided by the Employer. Non-emergency leaves of absence must be requested at least fourteen (14) days in advance.

1404 **Personal Leave of Absence**

1405 Personal leave of absence without pay may be granted for justifiable reasons, subject to the eligibility requirements, for specific times, not to exceed thirty (30) consecutive calendar days. Under extenuating circumstances, the Employer shall give consideration in extending the personal leave of absence. However, such extensions shall be granted at the discretion of the Employer and shall not exceed thirty (30) consecutive calendar days. Personal leaves for situations covered by the State and Federal leave(s) will not be considered until the provisions described in the Family Leave section of this Article have been exhausted. Non-emergency leaves of absence must be requested at least fourteen (14) days in advance.

1406 **Medical Leave of Absence**

1407 Upon the exhaustion of Extended Sick Leave (ESL) and/or use of elected Earned Time Off (ETO) hours used consecutively after the exhaustion of Extended Sick

Leave (ESL), employees who have at least six (6) months of continuous service may receive a Medical leave of absence without pay for non-occupational disabilities including conditions related to pregnancy. Medical leaves of absence shall be granted subject to the limitations of this section and provided the employee furnishes a physician's certificate setting forth the necessity for such leave and the anticipated duration of the disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility. The six (6) month service requirement is waived for disabilities related to pregnancy.

1408 Employees with less than two (2) years of continuous service shall be eligible for a medical leave of absence for a specific period of time not to exceed six (6) months. Employees with two (2) or more years of service shall be eligible for a medical leave of absence for a specific period of time not to exceed one (1) year.

1409 **Family Leave**

1410 The Employer will comply with the provisions of the California Family Rights Act of 1991, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this paragraph must be pursued under the procedures of those Acts.

1411 **Section 2 - Written Confirmation**

1412 Leaves of absence and renewals shall be submitted on-line with one (1) copy to the employee, one (1) copy to the Human Resources Department/Human Resources Service Center.

1413 **Section 3 -Insurance Benefits During Leave of Absence**

1414 **Benefits While On Personal or Family Leaves**

1415 Premiums for continued Health Plan Coverage (including vision benefit, Mental Health Coverage and Prescription Drug), Dental Plan, and Employer Paid Group Life Insurance Coverage during an authorized Personal leave of absence will be paid by the Employer for a period not to exceed thirty (30) days providing three (3) calendar months elapse between incidents of application. Coverage beyond thirty (30) days shall be paid by the employee if continued coverage is desired. Premiums for continued Health Plan Coverage, Dental Plan, and Employer Paid Group Life Insurance will be paid by the Employer during the entire period of an authorized Family Leave. Employees on a Personal Leave of Absence and/or Family Leave are eligible to accrue Earned Time Off (ETO)/Extended Sick Leave (ESL) benefits for one (1) month.

1416 **Benefits While on Medical Leave**

1417 Health Plan Coverage (including vision benefit, Mental Health Coverage and Prescription Drug), Dental Plan, and Employer Paid Group Life Insurance Coverage will be continued at Employer expense during the entire period of an approved Medical leave of absence providing three (3) calendar months elapse between incidents of application. Employees on a Medical leave of absence are eligible to accrue Earned Time Off (ETO) and extended Sick Leave (ESL) for one (1) month.

1418 **Section 4 - Occupational Injury or Illness Leave of Absence**

1419 Beginning with the first day of employment, for those absences covered by Workers Compensation, employees will be eligible for an Occupational Injury or Illness leave of absence for up to a maximum period of one (1) year. Those employees with two (2) or more years of continuous service will be eligible for an Occupational Injury or Illness leave of absence for up to a maximum period of eighteen (18) months. The one (1) year or eighteen (18) months eligibility date will commence on the date the employee exhausts Extended Sick Leave (ESL) benefits and/or consecutive Earned Time Off (ETO). The use of consecutive Earned Time Off (ETO) is at the employee's option. Such leaves shall be continuous, provided the employee furnishes a physician's certificate, until the employee is released by the attending physician.

1420 The Employer will place employees returned to work from Occupational Injury or Illness leave of absence without medical restrictions in their former or a comparable position as soon as reasonable.

1421 The Employer will place employee returned to work from Occupational Injury or Illness leave of absence on a permanently restricted basis in their former or a comparable position provided the employee is physically capable of performing the essential functions of the job per the medical restrictions/limitations. If the employee is unable to perform their former job, the employee has the opportunity to bid on any vacant job they are qualified to perform per the medical restrictions/limitations. Where there is no appropriate job, the Employer will provide all reasonable and necessary vocational rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers Compensation Appeals Board pursuant to the administration of the California Labor Code.

1422 The Occupational Injury or Illness leave of absence will expire in less than the maximum duration if the employee is no longer disabled and can perform their pre-disability job, with or without reasonable accommodation, or if there is uncontradicted medical evidence that the employee is permanently disabled and cannot perform their pre-disability job with or without reasonable accommodation, or ninety (90) days after an award from the Workers' Compensation Appeals Board

indicating the employee is permanently disabled and cannot perform their pre-disability job, with or without reasonable accommodation.

1423 Upon release from the attending physician for occupational illness or injury, the Employer may require that the employee provide a return to work authorization containing the name of the physician, physician's signature, clarification of disability and the date released to return to work in sufficient time to allow the Employer to make an appropriate determination of jobs the employee can perform, if any.

1424 **Benefits While on Occupational Injury or Illness Leave**

1425 Employees on Occupational Injury or Illness leave are eligible for Health Plan Coverage (including vision benefit Mental Health coverage and Prescription Drug), Dental Plan, and Employer Paid Group Life Insurance Coverage for the length of the leave. Employees on an Occupational Injury or Illness leave are eligible to accrue Earned Time Off (ETO) and Extended Sick Leave (ESL) for one (1) month.

1426 Effective January 1, 2003, pension "service" applies toward vesting and eligibility for retirement and post-retirement benefits while on a Workers' Compensation Leave of Absence.

1427 **Section 5 - Return from Leave Of Absences**

1428 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. Written notification of a return from a leave of absence must be given to the Employer. The Employer will attempt to reinstate an employee returning from leave of absence as soon as possible.

1429 Employees returning from an authorized Leave of Absence shall be reinstated to their former or like position in which they were employed prior to the Leave of Absence. But, if conditions have so changed that it is not reasonable to reinstate the employee to their former or like position, the Employer will reinstate the employee to a position that is as nearly comparable to their original position with respect to hours, wages, benefits, etc. as is reasonable under the circumstances. Such employees will be given preferential consideration for reinstatement in to a like position when comparable vacancies occur.

1430 Employees on non-occupational medical leaves of absence who are unable to return to work at the expiration of the authorized leave of absence shall be placed on medical layoff without recall rights.

1431 Employees off duty on Medical Leave who have difficulty obtaining a physician's return to work order shall contact their immediate supervisor; the supervisor may provide assistance to expedite an appointment.

1432 **Section 6 - Modified Work Plans**

1433 Nothing herein shall prohibit the Employer and the Union from mutually agreeing to "reasonable accommodations" for injured or disabled employees in compliance with Transitional work requirements, if available, and or Americans with Disabilities Act (ADA) status.

1500 **ARTICLE XV – BEREAVEMENT LEAVE**

1501 Employees are eligible for up to three (3) work days of paid Bereavement Leave (or five (5) days if it involves over 300 miles travel one way) in the event of the death of an immediate family member.

1502 Immediate family member is defined as: spouse/domestic partner who is registered with the state/local government or has a KP affidavit of domestic partnership, and the family members listed herein of the employee or their spouse or domestic partner: parent, step parent, step parent-in-law, 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; and any relative living in the same household as the employee.

1503 Verification of death may be required. Pay for Bereavement Leave compensation shall be calculated at the employee's straight time rate of pay.

1504 The intent of this Article is that the three (3) and five (5) day increments do not include scheduled days off. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

1505 For ease of replacement, employees are encouraged to use Bereavement Leave in eight (8) hour increments.

1600 **ARTICLE XVI - PAID EDUCATIONAL LEAVE**

1601 **Section 1 - Eligible Employees**

1602 The purpose of Educational Leave is to allow employees to obtain continuing education credits as a condition of licensure by attending private or Kaiser Permanente programs voluntarily without a loss of salary. Educational Leave will be granted to upgrade or maintain professional skills and where license **or** certificate is required for employment.

1603 Employees who have completed at least one (1) year of service and who are scheduled to work thirty-two (32) or more hours per week may be granted up to three (3) days for educational leave each year. Part time employees scheduled to work less than thirty-two (32) hours per week may be granted up to two (2) days each year for educational leave. Employees must receive written approval from their Manager to receive paid educational leave. Requests for such leaves should be submitted to local Management sufficiently in advance of the program to enable scheduling for the employee's absence.

1604 Unused leave may be carried over to the following year for a maximum accumulation of six (6) days over a two (2) year period for employees who are scheduled to work thirty-two (32) or more hours per week. Employees who are scheduled to work less than thirty-two (32) hours per week may have a maximum accumulation of four (4) days over a two (2) year period.

1605 Employees who attend educational leave programs on days when they are not scheduled to work may utilize Educational Leave, but it will not count towards weekly overtime.

1606 **Section 2 – Administration**

1607 Requests for educational leave shall be made in writing setting forth the details, i.e., dates, hours, subject, facility and purpose of taking the course.

1608 Regarding the approval of educational leave, the Employer will notify the employee in writing within one (1) week of receipt of a written request for paid educational leave, if the request is made post the annual vacation granting. For those requests made prior to the annual vacation granting, the Employer will notify the employee as soon as practicable following consideration of vacation schedules, operational efficiencies and staffing needs. Such Educational leave shall not be unreasonably denied.

1609 **Section 3 - Hours Paid**

1610 An employee who is entitled to education leave may elect to utilize any and all banked hours earned for their educational leave pay, on a day or days when the employee is not normally scheduled to work, including home-based courses. The educational course must meet the following and all other criteria established above for paid educational leave:

A. All course programs must be approved prior to starting course, including the actual time required for the course. For purposes of home study, one hour of educational leave will be granted for each CEU earned.

B. The course announcement must accompany the request for approval.

- C. The employee must show proof of successful completion of the course prior to being paid education leave pay for the time.
- D. The parties agree that home study courses would not require the scheduling off of a qualifying employee.
- E. Courses will not be used to calculate overtime hours

1611 Employees who attend the above-defined programs on their normally scheduled days of work shall be eligible for paid educational leave in accordance with the following:

- A. If four (4) or more hours of an educational program fall within an employee's normally scheduled shift, the employee will be excused from their shift assignment and will receive educational leave pay equal to their regularly scheduled shift that day.
- B. If less than four (4) hours of the educational program fall within an employee's shift, the Employer shall have the option of excusing the employee from their shift assignment or scheduling the employee to work the remainder of their shift. If the employee is scheduled off; such employee shall receive educational leave equal to their regularly scheduled shift that day. If the employee is scheduled to work the remainder of their shift, then the employee shall be paid the combination of educational leave and worked time that shall equal but not exceed their scheduled shift that day.

1612 **Section 4 - Evening Night Shift Employees**

1613 A night or evening shift employee who is entitled to educational leave under the provisions of this Article and who receives approval for such educational leave on a particular day(s) will be compensated for educational leave on that day(s) and will not be scheduled to work on that evening(s)/night(s).

1700 **ARTICLE XVII - In-Service Education**

1701 Those employees directed by the Employer to attend an In-Service Educational Program shall have all cost of the program paid by the Employer and shall be compensated for all hours they would have been scheduled to work. If the Employer mandates attendance at an in-service education program, the time in attendance will be considered as time worked for pay purposes.

1702 **Education Tuition Reimbursement**

1703 The Employer's standard education tuition reimbursement program will apply to full time and part time employees who are scheduled to work twenty (20) or more hours per week subject to the requirements of the program.

1704 **Imaging Technologist In-House Training Program**

1705 An in-house training and development program to train interested bargaining unit Diagnostic Imaging Technologists to higher level positions will be implemented by April 1, 2003. Volunteers for such training shall be accepted in seniority order commencing with the most senior qualified bargaining unit employee.

1706 Participants shall be paid their current contract wages, differentials, premiums and the like while in training, whether classroom or on the job. No employee shall suffer a loss or surrender any contractual right of any kind due to entering the training program.

1707 The length of the program shall be determined based upon the modality. In the event a participant fails to meet the criteria for successful completion of the program, the Employer shall be entitled to return the employee to their former assignment, shift and hours.

1708 Positions to be filled through the training program, shall be posted as "Willing to Train" positions (e.g., MRI Tech Willing to Train) and shall be available to internal bargaining unit applicants only. Identified vacancies shall be posted as available only to existing employees who are Diagnostic Imaging Technologists. Vacant positions resulting from the creation of "Willing to Train" positions may be filled temporarily with Company temporary employees. If efforts to fill such vacancy with a Company temporary employee are unsuccessful, Per Diem and Registry employees may be used to fill such vacancy.

1709 The number of "Willing to Train" positions will be determined by Management based on the operational and staffing needs of the Department/modality.

1710 It is the intent of the Employer to provide ongoing training to internal bargaining unit employees in Diagnostic Imaging throughout the term of this Agreement in order to fill vacancies and to be prepared for potential vacancies (e.g., to replace for vacations, leaves etc.)

1711 Upon successful completion of the program, the applicant shall be assigned the applicable Technologist level position for which they applied, provided the position is available. If such position is not available at the time the applicant successfully completes the program, the applicant shall be awarded the next posted applicable Technologist position, when it becomes available, provided there are no lateral move candidates. If more than one trained program applicant is awaiting

placement in the same applicable Technologist level position, the position will be awarded based on bargaining unit seniority.

1712 Nothing herein is intended to infringe upon the transfer rights of bargaining unit employees.

1713 **Cath Lab/Diagnostic Imaging Technologist In- House Training Program**

1714 Diagnostic Imaging Technologists who are employed by the Cath Lab at the **San Bernardino County Service Area** are eligible to participate in the Diagnostic Imaging Technologist In-House Training Program subject to the conditions of the Program and the approval of their Department Administrator. Diagnostic Imaging Technologists in the Department of Diagnostic Imaging may also participate in training for the Cath Lab subject to the conditions of the Program and the approval of their Department Administrator. Departmental seniority (bargaining unit seniority within the Department) will be used for the purposes of placement in such lateral training opportunities/positions.

1800 **ARTICLE XVIII - Training Committee**

1801 Joint Training Committees may be established at each **Service Area**.

1802 If established, the purpose of the Committees shall be to study and investigate areas where additional employee training would create opportunities for advancement to positions that are expected to become available. Subject to full approval of Union and Management representatives, the committee may initiate meetings with appropriate outside agencies to identify available resources and services.

1803 Training shall be subject to the Employer's needs to continue the highest quality of medical care consistent with efficiency of operations and services rendered to the Health Plan membership.

1900 **ARTICLE XIX - Jury Duty**

1901 An employee called for jury service will be excused from work on days which they serve, and shall receive their regular straight time day's pay. Employees shall receive paid leave for jury duty for duration of jury service. On any day an employee is summoned for jury service, such employee shall be excused from their work shift for that entire day even though released early from jury service, provided, however, there shall be no objection if an employee returns to work upon their early release on their own accord. The employee must show proof of jury service. There shall be no offset to employees' pay nor collection of jury duty pay provided by the courts.

1902 When a bargaining unit employee is required to report for scheduled jury service, the Employer will make every effort to schedule the employee for a day shift on a Monday through Friday workweek.

1903 **Witness Pay**

1904 Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances or standby in legal proceedings arising out of the scope or during the course of employment. Said compensation shall be considered as time worked for the purpose of future overtime calculations.

2000 **ARTICLE XX - Military Leave**

2001 Commencing on the first day of employment, employees called for training duty in the National Guard or any of the reserve units of the United States armed forces, after furnishing the Employer with a certificate of evidence of such service shall be granted a Military Leave of Absence. The Employer may request an employee to submit a copy of the appropriate military orders. All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of USERRA, as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under provisions of that Act.

2002 The Employer shall afford to each employee who applies for reemployment, after conclusion of his/ her military service, such reemployment rights as they shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.

2100 **ARTICLE XXI – INSURANCE BENEFITS (Health Plan, Dental Plan and Life Insurance)**

2101 **Section 1 - Employee and Dependents Health Plan Coverage**

2102 Employees who are regularly scheduled to work twenty (20) or more hours per week and eligible dependents and/or eligible domestic partners will be eligible for Employer paid Kaiser Foundation Health Plan Coverage. Health Plan Coverage for eligible employees and their dependents and/or domestic partner will become effective the first (1st) day of the calendar month following date of hire. Eligible dependents will include spouse or eligible domestic partner, children up to age twenty-six (26), physically or mentally **disabled** children, if the disability occurred prior to the children turning age twenty-six (26). Eligible children include employee's children, spouse's or domestic partner's children, legally adopted children, and other persons under the age limit for whom the employee is the court appointed guardian and chief support. Annual **medical certification of continuing disability for enrolled dependent child(ren) who are incapable of self-support** and dependency may be required by Kaiser Foundation Health Plan.

2103 Health Plan Coverage includes a prescription drug program, a durable medical equipment benefit, a vision care program, a post-surgical breast prostheses for mastectomies, an alcoholism and drug dependence benefit, a Coordination of Benefits (COB) provision, and Mental Health coverage. Effective January 1, 2020 there is a ten-dollar (\$10.00) copayment for all doctor's office visits, each prescription, and each Mental Health visit. Employees will be reimbursed for the first twenty (20) Mental Health visits in a calendar year.

2104 Health Plan coverage terminates at the end of the month in which the employee terminates, upon transfer to an ineligible status or in accordance with the leave of absence policies contained in Article XIV.

2105 **Section 2 - Health Plan Coverage Eligibility for Retirees**

2106 Employees who retire under the early retirement provision of the Kaiser Permanente Southern California Employees' Pension Plan Supplement to the Kaiser Permanente Retirement Plan (KPRP-KPSCEPP) (have a minimum of fifteen (15) years of service and are at least age 55) will receive Employer paid Health Plan Coverage at age sixty-five (65). However early retirees who have completed ten (10) years of service preceding January 1, 1990, will be eligible for Employer paid Health Plan Coverage at their early retirement date. Employees who elect normal or postponed retirement and have fifteen (15) or more years of service will receive Employer paid Health Plan Coverage coordinated with Medicare. For employees hired on or before June 30, 1988, the fifteen (15) years of service requirement is waived when retiring under the normal or postponed retirement provisions. For disability retirement, employees will receive Employer paid Health Plan Coverage at the time of retirement. If the disability retiree is eligible for Medicare, then the employee shall receive Health Plan Coverage coordinated with Medicare. Employees who retire and/or become eligible for Kaiser Foundation Health Plan Coverage will have per AHCU/KP National Agreement ten (\$10.00) dollar copayment effective January 1, 2020 for each medical office visit, each prescription, and each Mental Health visit. The application of co-payments to medical services and prescription is governed by the applicable service agreement.

2107 The Employer shall provide Employer paid Health Coverage to the spouse or eligible domestic partner of the retiree who meets the eligibility requirements set forth in Paragraph 2106. The retiree and spouse or eligible domestic partner must enroll in Parts A and B of Medicare when first eligible. Upon the death of the retiree, Health Plan Coverage shall continue for the spouse/domestic partner until remarriage/recommitment or death.

2108 The Employer shall provide Health Plan Coverage for physically or mentally disabled children for the lifetime of the retiree, provided the disability occurred prior

to the dependent children turning age twenty-six (26). Annual certification of incapacity and dependency may be required by Kaiser Foundation Health Plan.

2109 **Health Plan Coverage Coordinated with Medicare**

2110 The Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to all eligible retirees and their spouse or eligible domestic partner who become eligible for Medicare on or after January 1, 2003, at the time of normal or postponed retirement or when first eligible after early or disability retirement. Should the retiree and/or spouse or eligible domestic partner elect non-enrollment, or to disenroll from the current Medicare coordinated Health Plan Coverage program, the retiree must pay the difference between the Employer's cost for the Medicare coordinated program and the non- Medicare coordinated coverage premiums.

2111 In the event there are any changes in the Social Security Medicare laws that affect the Employer's Medicare reimbursement, the Employer retains the right to contact the Union to commence negotiations to the retiree Health Plan benefit.

2112 The Employer will make available an alternate health plan to all eligible retirees and eligible dependents who reside outside of the Southern California Health Plan service area. Premiums for the alternate health plan will not exceed the premiums for Kaiser Foundation Health Plan Coverage. In the event an employee who has fifteen (15) years of service, and who has met the eligibility requirements for Early, Normal or Postponed retirement dies while actively employed, Kaiser Foundation Health Plan Coverage will be provided to the spouse or eligible domestic partner, when said deceased employee would have been eligible for coverage, provided the spouse/domestic partner has not remarried **or entered a new domestic partner relationship**, and will continue until remarriage/recommitment or death. Coverage will continue for eligible dependent children until they reach age twenty-six (26). Upon the death of the employee, a physically or mentally handicapped child(ren) over the age of twenty-six (26) will be given the option to convert to direct pay and COBRA continued coverage.

2113 The preceding fifteen (15) year service shall apply to employees hired on or after April 1,1984 who die while actively employed after reaching their Normal or Postponed retirement date. Employees who were hired before April 1,1984 and die while actively employed after reaching their Normal or Postponed retirement date are not subject to the fifteen (15) year service requirement.

2114 Survivor coverage for employees who die while actively employed on or after their Early Retirement date will commence when the deceased employee would have been eligible for Health Plan Coverage.

2115 **Section 3 - Dental Plan**

- 2116 Employees regularly scheduled to work twenty (20) or more hours per week and eligible dependents and/or eligible domestic partner will be eligible for dental coverage. Eligible employees and their dependents and/or domestic partner will have Employer paid Dental Plan Coverage effective the first (1st) day of the calendar month following completion of six (6) months of eligible continuous employment. Eligible dependents will include spouse or eligible domestic partner, unmarried children up to age twenty-six (26), and physically or mentally **disabled** children, if the disability occurred prior to the dependent children turning age twenty-six (26). Eligible children include employee's children, spouse's or domestic partner's children, legally adopted children, and other persons under the age limit for whom the employee is the court appointed guardian and chief support. Annual **medical** certification of disability and dependency may be required.
- 2117 Eligible new hire employees are required to select a prepaid Dental Plan during the first three (3) years of continuous employment. Upon completion of three (3) years of service, employees may elect to continue coverage in the prepaid Dental Plan or elect the Delta Dental Plan during any subsequent open enrollment period.
- 2118 The Employer shall provide a dental plan, currently Delta Dental, for eligible employees and their eligible dependents at benefit levels of **ninety percent (90%)** of the usual, customary, and reasonable (UCR) fees for basic services, and **ninety percent (90%)** for major services. An orthodontia program shall be included in the dental plan. The plan will be maintained on the basis of fifty percent (50%) co-payment of the dentist's regular and customary fee for orthodontia services for eligible dependent children who initiate such services prior to their eighteenth (18th) birthday. The maximum plan obligation for such services is effective 01/01/2020 **\$1,500** per person, pursuant to the current National Agreement.
- 2119 A diagnostic and preventive benefit shall be included which pays one hundred percent (100%) of the usual, customary and reasonable dentist's fees for the following procedures:
1. Prophylaxis (twice every calendar year)
 2. Prophylaxis with fluoride treatment
 3. Examinations
 4. Full mouth x-rays **(once every 3 years)**
 5. Bite-wing x-rays (every six (6) months)
 6. Space maintainers (for patients under twelve (12) years of age)

2120 **Section 4 - Life Insurance**

2121 Employees regularly scheduled to work **twenty (20)** or more hours per week will be eligible for an Employer paid **Basic Life Insurance** fifty thousand dollars (\$50,000.00), pursuant to the current National Agreement, effective 1/1/2016 Group (***Basic***) Life Insurance policy, Fifty thousand dollars (\$50,000.00), pursuant to the current National Agreement, effective 1/1/2016 Accidental Death and Dismemberment policy (**\$6,000**), and pursuant to the current National Agreement. Total and Permanent Disability benefit (**\$10,000**). Coverage is effective on the date of hire.

2122 Employer paid life insurance coverage of two thousand (\$2,000.00) shall be provided to employees eligible for life insurance pursuant to Paragraph 2121 and who retire under the early, normal or postponed retirement provisions of the Kaiser Permanente Southern California Employee's Pension Plan and have fifteen (15) years of service.

2123 Employees regularly scheduled to work at least thirty-two (32) hours per week may elect to purchase of one of the following additional **Optional** life insurance programs at the Employer's rate:

PROGRAM	BASIC LIFE	ACCIDENTAL DEATH AND DISMEMBERMENT
Program 1	\$10,000	\$10,000
Program 2	\$20,000	\$10,000
Program 3	\$30,000	\$10,000
Program 4	\$40,000	\$10,000

2124 Employees must elect to purchase the additional life insurance within thirty-one (31) days of hire or eligibility, or they will be required to provide proof of insurability.

2125 Employees must be actively at work on the date the Employer paid and Additional Life Insurance coverage becomes effective. If the employee is not at work, coverage is deferred until they return to active employment.

2126 If an employee becomes totally and permanently disabled, the Employer Paid Life Insurance and \$10,000.00 of the additional life insurance (if elected by the employee) will be paid out in monthly installments for up to five (5) years, depending upon the employee's age at disability. If the employee has elected Program 2, Program 3 or Program 4, the remainder of their basic life coverage over \$10,000.00, not subject to the total and permanent disability provision, would

remain in force in accordance with the Duration of Benefits schedule or until the employee returns to work or ceases to be disabled.

2127 **Section 5 - Survivor Assistance Benefit**

2128 Regularly scheduled full-time and part-time employees will be provided with a survivor assistance benefits equal to one (1) month's base wages. This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

2129 **Section 6 – Limitations**

2130 Coverages, limitations, and exclusions of the foregoing Health Plan, Dental Plan(s), Life Insurance Plan(s) are established by the applicable Plan Documents and Summary Plan descriptions; and the Employer's agreements and service contracts with the applicable health, dental and insurance plans.

2131 **Section 7 - Domestic Partners**

2132 Benefits for Domestic Partners will be administered in accordance with the Employer's policies and guidelines regarding domestic partners, as well as the Employer's agreements with the applicable insurance plans, health and dental plans, and Pension Plan.

2133 **Section 8 - Health Plan Coverage For Parents, Parents-In-Law**

2134 Employees may purchase the Kaiser Foundation Health Plan for their parents, and/or parents-in-law subject to the terms of the National Agreement and the restrictions of the Plan.

2135 **Section 9 - Maintenance of Benefits**

2136 The Employer cannot unilaterally change explicitly stated benefit provisions contained in the contract without bargaining with the Union, nor can the Employer bargain to impasse and implement any such benefit changes. The only exception to this would be in the conformity law provisions contained in Article XXIX.

2137 **Section 10 - Complete Details on Benefits**

2138 This Agreement contains only a summary of benefit plans. Complete details concerning these benefits are contained in the appropriate provider contracts, plan documents or summary plan descriptions that are provided to the Union. Summary Plan Descriptions shall be provided by the Employer to employees upon request.

2200 **ARTICLE XXII – PENSION**

2201 Each Employee is automatically covered under the provisions of the Kaiser Permanente Southern California Employee Pension Plan (KPSCEPP) at date of hire.

2202 Normal monthly retirement shall be at 1.45% of the **Final Average Compensation** multiplied by years of **Credited Service**. Final **Average Compensation** is the **participants** average **Monthly Compensation for** sixty (60) consecutive **Compensated Months for which the greatest Monthly Compensation of** the last one-hundred and twenty (120) months of employment.

2203 Each calendar year in which the employee has one thousand (1,000) or more compensated hours is a full year of service. For those years in which an employee has fewer than one thousand (1,000) compensated hours, prorated service will be given for all compensated hours. Service is used to determine vesting and an employee's eligibility for early, disability, normal or postponed retirement.

2204 Each calendar year in which the employee has one thousand eight hundred (1,800) or more compensated hours is a full year of service. For those years in which an employee has fewer than one thousand eight hundred (1,800) compensated hours, proportional credited service based upon a one thousand eight hundred (1,800) hour year will be granted for all compensated hours. Credited service is used to determine the amount of monthly benefits.

2205 Normal retirement is age sixty-five (65). Early retirement eligibility is established if an employee is at least fifty-five (55) years old and has at least fifteen (15) years of service. Monthly retirement benefits commencing prior to age sixty-five (65) are actuarially reduced to reflect a longer payment period. If an employee works beyond age sixty-five (65), **they** will be eligible for a postponed retirement.

2206 **Deferred Retirement Savings Plan**

2207 The Employer will establish voluntary deferred retirement savings plans authorized by the Internal Revenue Code. The plans are established by Kaiser Foundation Health Plan, Inc. and the future of the plans and their provisions will be determined by Kaiser Foundation Health Plans, Inc.

2208 **Limitations**

2209 Coverages, limitation and exclusions of the foregoing Pension Plan are established by the applicable Plan Documents and Summary Plan Descriptions.

2210 Also refer to the National Agreement, October 1, **2021**, for additional information regarding pensions.

2300 **ARTICLE XXIII - DEPENDENT CARE**

2301 The Employer shall offer an optional Dependent Care Plan to all eligible employees. This plan shall provide employees the option to set aside tax-free dollars for eligible dependent care expenses in accordance with the Internal Revenue Code. Coverage, limitations and exclusions of the Dependent Care are governed by the Employer's service agreements with the provider, the Plan Documents, and Summary Plan Descriptions.

2302 A list of licensed childcare providers from the State of California will be available through each facility's Employee Assistance Program for use by employees. The Employer is providing this list as a courtesy, for informational purposes only. The Employer, nor the Union, had any role in preparing the list, and in no way endorses, recommends, or certifies the competence of any provider on the list. The Employer and the Union disclaims liability for any acts or omissions of any of the providers on the list. The Employee Assistance Program (EAP) will assist with individualized professional child and elder care referral assistance.

2400 **ARTICLE XXIV - UNION BUSINESS**

2401 The Company agrees to recognize the Stewards and Chief Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards and Chief Steward shall be in that number required by the Union to assure each employee in the unit ready access to a Steward in his assigned work location. It is agreed this objective can be achieved with a minimum of one (1) Steward per shift unless modified by mutual agreement of the Company and the Union. It is also understood and agreed that the Union may maintain an average of one (1) Steward per forty (40) bargaining unit employees.

2402 For the purpose outlined above, the Union agrees to supply the Company in writing, and shall maintain with the Company on a current basis, a complete list of all Union Stewards and the Chief Steward(s). The Company will provide this information to each first level supervisor having authority over employees covered by this Agreement.

2403 Subject to other provisions of this Article, reasonable and necessary time off during work hours shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the Employees in the Unit and will not unreasonably interfere with assigned duties. Furthermore, the Union will ensure that Stewards engage only in those activities, which are authorized by this Agreement or appropriate regulations.

- 2404 Recognizing the mutual benefit of resolving problems at the lowest level, an Employee(s) who has a complaint or grievance may discuss the matter with their Shop Steward. The necessary time away from the Steward's official work assignment shall be scheduled as far in advance as practical to minimize interruption of workflow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit Employee(s) and/or management official, shall request permission to leave from their supervisor. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before attempting to contact any employee. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will promptly establish an alternate time at which the Shop Steward can contact the Employee(s).
- 2405 Subject to operational requirements, official time for the Union's Steward to attend training sessions will ordinarily be granted, not to exceed sixteen (16) hours per calendar year. The Union will notify the Company in writing, at least fourteen (14) calendar days before any scheduled training, and not more than six (6) Stewards shall be absent for training at any one time.
- 2406 The Shop Steward shall be an employee of the Company selected from among those employees whom they represent. The area of jurisdiction shall be determined by mutual agreement of the Company and the Union.
- 2407 There shall be no solicitation of complaints or grievances.
- 2408 The Union agrees to supply the Company, in writing, signed by its authorized representatives, with the name, official title and term of office for any and all representatives designated by it for the purpose of monitoring or administering conditions of this Agreement, and those members shall serve at the pleasure of the Executive Officer of the Local Union. Elections of any shop steward shall be advisory only. The Company shall not be bound to recognize anyone not so represented.
- 2409 Employees have the right to have a Union Steward or Union Representative present at meetings with supervisors or Management representatives. Furthermore, the Employer shall advise the employee in advance if a requested meeting may result in discipline of the employee. Employees shall have the right to have a Union Steward or Union representative present at any meeting with supervisors or Management representatives when such meetings are accusatory or disciplinary in nature. Management will advise the concerned employee if the intent of the meeting is to be investigatory, accusatory, or disciplinary in nature.
- 2410 Assigned Stewards will notify their immediate supervisor when required to participate in Union business during work hours. Stewards will be paid for time

spent during scheduled work hours when participating in grievance or disciplinary meetings with Management. Request for participating in Union business will not be unreasonably denied. Whenever possible, twenty-four (24) hours advanced notification should be given to supervision. For purposes of replacement, Management may request that assigned Stewards who are participating in Union business during work hours report off for Union business in four (4) hour increments. In instances where a Steward is required on short notice, i.e., the same day, the Steward will consult with their supervisor to arrange a satisfactory time.

2411 Union Stewards have no authority to take strike action, or any other action interrupting the Company's business. The Company, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event a shop steward has taken unauthorized strike action, slow down, work stoppage, or other actions in violation of this Agreement.

2412 The authorized Business Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures, and ascertaining whether or not this Agreement is being observed. Before doing so, the Union Representative shall notify the Department Administrator/designee of their presence who shall permit said Union Representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations.

2413 There shall be no discrimination against any Steward because of membership in or activity on behalf of the Union, provided that such activity does not interfere with the Steward's regular duties. A steward shall not be transferred or reassigned to another work area as a result of Union activities.

2414 **Union Leave of Absence**

2415 Leaves of Absence for Union Business will be granted and addressed in accordance with the National Agreement.

2500 **ARTICLE XXV - BULLETIN BOARDS**

2501 The Employer shall provide bulletin board(s) for the posting of Union material. When new facilities are opened, the location and number of said bulletin board(s) will be determined by mutual consent. The Employer will also provide a key to the Union for all new bulletin boards that are enclosed.

2600 **ARTICLE XXVI - DISPUTES**

2601 **Section 1 - Work Stoppages**

2602 The parties recognize that a Medical Center/hospital renders vital services to the community and for humanitarian reasons, they agree that there shall be no lockouts, no strikes, nor interruptions or impeding of work during the term of this agreement. No officer or representative of the Employer or of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activity.

2603 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

2604 **Section 2 - Probationary Period**

2605 Probationary employees may be discharged without recourse to the grievance procedure within the first ninety (90) calendar days of employment.

2606 **Section 3 - Definition of Grievance**

2607 A Grievance, as referred to in this Article, includes every dispute concerning application or interpretation of this contract and/or any dispute concerning wages, hours or working conditions. All such disputes shall be subject to the grievance procedure; however, only such grievances that allege a specific violation of the contract may be appealed to Step 3 of the grievance procedure.

2608 **Section 4 - Discussion of Request or Complaint**

2609 Both the Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances; and agree that most disputes can be, should be and will be resolved in the oral discussions. In the few cases where such is not accomplished, the following procedure shall apply:

2610 **Section 5 - Grievance Procedure**

2611 **Step 1**

2612 The first step of a grievance, as defined in Section 3 of this Article, shall be the discussion with the immediate Supervisor of the employee, and Shop Steward. Every grievance must be initiated in the first step within twenty-one (21) calendar days after occurrence of the event causing the grievance, or the grievance shall be considered waived. Should the dispute fail to be resolved within three (3) working days after that discussion, the Chief Steward may pursue the matter with the Employer's designee.

2613 The Employer's designee must give the aggrieved employee and/or the Shop Steward, a written answer within seven (7) working days after such discussion.

The grievance shall be considered settled on the basis of the answer given and not eligible for further consideration unless it is appealed in writing within seven (7) working days after the Union's receipt of the Employer's designee's written answer. In the event the Employer's designee has failed to reply to the grievance, it shall automatically proceed to Step 2 if appealed by the Union within ten (10) working days after the grievance was initiated.

2614 In the event the grievance concerns the discharge of the employee, the grievance must be presented in writing within ten (10) calendar days following the discharge and shall proceed directly to Step 2, or the grievance shall be considered waived.

2615 **Step 2**

2616 A grievance appealed to this second step of the grievance procedure shall be in writing on a mutually agreed upon grievance form. Such grievance shall be discussed by the Business Representative and the Human Resources Consultant at a mutually convenient time within fifteen (15) working days after receipt by the Human Resources Consultant of the appealed grievance into this Step 2. In the event the Human Resources Consultant and the Union Representative conclude that they have made every reasonable effort to resolve the grievance and that further oral discussions will not result in a solution within a reasonable period of time, a grievance control number shall be assigned by the Union.

2617 Only when a grievance control number has been assigned by the Union and after all avenues of discussion have been exhausted, should the Human Resources Consultant's Step 2 disposition be placed in writing on the grievance form. Such answer must be given in writing within fifteen (15) working days after presentation of the grievance into this Step 2. If the Human Resources Consultants' disposition is not appealed to Step 3 within ten (10) working days after receipt in writing by the Union Business Representative, the grievance shall be considered settled on the basis of such reply and shall not be eligible for further appeal. If the Human Resources Consultant fails to satisfy the time limits herein provided, Union may advance the grievance to Step 3 upon notification by the Union in writing to the Labor Relations Representative within twenty (20) working days after presentation of the grievance to Step 2.

2618 A grievance may be filed by an affected employee on behalf of the employee and other similarly affected employees. It is the intent of this section to eliminate the need for multiple filings of a grievance.

2619 **Step 3**

2620 A grievance appealed to this third step must be served within the time limits previously described by the Representative of the Union to the Employer's Labor Relations Representative or their designee. Such notice shall state the subject matter of the grievance, identifying grievance control number and objections taken by either party to the previous disposition. Review of the appealed grievance shall take place promptly, not to exceed fifteen (15) working days following receipt of notice of appeal by the Labor Relations Representative.

2621 A grievance discussed in such meeting must be answered in writing by the Employer's Labor Relations Representative or their designee within fifteen (15) working days after the date of such meeting. If the reply of the Labor Relations Representative or their designee is not appealed to Step 4 within fifteen (15) calendar days after receipt in writing by the Business Representative, the grievance shall be considered settled on the basis of such reply and shall not be eligible for further appeal. If the Employee Labor Relations Representative or their designee fails to satisfy the time limits herein provided, the grievance shall automatically progress to arbitration upon notification demand by the Union, in writing, within thirty (30) working days after presentation of the grievance to this Step 3 to the Labor Relations Representative.

2622 **Step 4**

2623 A grievance appealed to this fourth step shall be submitted to an Arbitrator who shall be impartial and who shall be appointed by mutual agreement of the parties.

2624 The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with specific terms of this Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. Any decision within the jurisdiction of the arbitrator shall be final and binding upon all concerned. The expenses and salary related to the services of the arbitrator shall be shared equally by the Employer and the Union. Any ancillary cost shall be borne by the party incurring same.

2625 **Mediation**

2626 A grievance may only be referred to mediation by mutual agreement of the parties following a timely arbitration.

2627 The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one (1) day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The parties may select more than one (1) mediator to serve in future sessions, and if such is done, the mediator will rotate one (1) day assignments, unless removed.

2628 The expenses and fees of the Mediator shall be shared equally by the parties.

2629 Attendance at mediation sessions shall be limited to the following:

Union:

Business Representative or designee
Chief Steward or designee,
Grievant

Employer:

Department Administrator or designee
Labor Relations Representative or
Designee
Human Resources Representative or designee

Observers:

By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the Mediation process.

2630 Neither attorneys or court reporters nor any type of note takers shall be allowed to be present at the proceedings.

2631 The Mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson(s) to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

2632 Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

2633 The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with Mediation, including private conferences, with only one (1) party.

2634 If settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the collective bargaining agreement, as to how the grievance would be decided if it went to Arbitration. Said opinion would not be final and binding but would be advisory. The mediator's opinion shall be given orally together with a statement of reasons for such.

2635 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.

2636 If the grievance is arbitrated, the mediator shall not serve as the Arbitrator. Neither the discussions nor the mediator's opinion will be admissible in a subsequent arbitration proceeding.

2637 Should the Mediation be scheduled during the Grievant's shift, the grievant will be permitted time off work, subject to staffing availability, to attend Mediation proceedings, without loss of pay.

2638 **Section 6 - General Provisions**

2639 Grievances may, by mutual written agreement, be remanded to the parties for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

2640 Time limits specified in the processing of a grievance may be waived by mutual written agreement.

2641 Settlements reached in Step 1 or Step 2 of the grievance procedure shall not establish a precedent or practice for future similar or dissimilar cases unless specifically agreed to. Such agreement must be reduced to writing and state that the settlement may be used as a precedent in future cases.

2642 Grievances may be filed against the Union by the Employer in accordance with the general provisions referred to in this Article.

2643 **Section 7 - Modification of Procedure**

2644 Since the parties are determined that there will be a procedure for the resolution of all disputes which works rapidly and equitably to bring such disputes to a final resolution, the foregoing may be changed at any time by mutual written agreement after experience has demonstrated that any of the foregoing provisions or procedures are causing undue delays.

2645 **Section 8 – Corrective Action**

2646 It is understood and agreed that the Company may discipline, suspend or discharge employees covered hereby for just cause. Should an employee feel such action improper, the employee shall then be extended all the rights and privileges accorded by the Grievance and Arbitration Procedures contained herein provided the employee has completed the probationary period defined in Article XXVI.

2647 **Corrective Action(s)** shall not remain in effect if it has been found through the grievance procedure to be unjustifiably issued, and in any event, it shall not remain

in effect for a period for more than twelve (12) months from the date of the original **corrective action**.

2648 It is understood and agreed that any **corrective action** issued to an employee by the Company shall be issued within twenty (20) calendar days following knowledge by the Company of the occurrence of the alleged violation and such discipline is subject to challenge by the Union or employee to whom the disciplinary action is issued in accordance with Article XXVI. Extensions of this time limit may be requested by the Company in writing in extenuating circumstances. The intent of this section is to limit requests for extensions to situations with extraordinary circumstances.

2649 All forms of discipline, including warnings, shall be issued consistently with the offense committed and the employee's prior disciplinary history.

2650 The **Union** will routinely receive a written copy of any **corrective action** issued.

2651 In cases of termination for just cause, or involuntary resignation, the employee shall be given a copy of the termination **notice**, as the case may be, if they are available to be presented with such copy. If they are not available, copies will be sent to the employee at their last known address and to the Union office. The employee shall have the right to appeal the action shown on the notice provided the employee files a written grievance with the designated representative of the Company in accordance with Article XXVI.

2652 Any discussions or conferences with employees that may lead to **formal counseling, last chance agreements or termination** shall take place with a Steward (or the Chief Steward) present if the employee so requests.

2653 Failure to follow established safety procedures, to utilize safety equipment or protective clothing, or to commit unsafe acts is considered cause for **corrective** action up to and including termination, depending upon the severity of the action.

2654 **Absenteeism**

2655 Employee attendance and punctuality will be tracked and addressed (where appropriate) in accordance with the Attendance Program. Employees shall provide notice to the Employer whenever they either report late or absent themselves from work.

2700 **ARTICLE XXVII - CONFIDENTIALITY OF MEDICAL RECORDS**

2701 Indiscriminate or unauthorized review, use or disclosure of personal information, medical or otherwise, regarding any patient or employee is expressly prohibited. Except when required in the full-time course of business, the discussion, use,

transmission or narration, in any form, of any patient or employee information that is obtained in the full-time course of business is prohibited.

2702 Proven violations of the confidentiality of medical records constitute grounds for immediate termination.

2800 **ARTICLE XXVIII - COMPETITIVE WAGE REVIEW AND EQUITY ADJUSTMENTS**

2801 The parties agree to be bound by the provisions of the National Agreement (October 1, 2021).

2900 **ARTICLE XXIX - SAVINGS CLAUSE**

2901 Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. Upon such invalidation the parties agree to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal.

3000 **ARTICLE XXX - DURATION OF AGREEMENT**

3001 This Agreement shall be effective on **December 31, 2021**, except for those provisions of the Agreement which have been assigned other effective dates as set forth herein and shall continue in full force and effect through **December 31, 2025**, and thereafter from year to year unless sixty (60) days prior to the normal expiration date of this agreement, either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate the agreement.

(see PFD for Wage Scale)

(see PFD for Wage Scale)

(see PFD for Wage Scale)

(see PFD for Wage Scale)

(see PFD for Wage Scale)

(see PFD for Wage Scale)

(see PFD for Wage Scale)

Mr. Mike Bergen
Secretary-
Treasurer
Teamsters Union Local 166
18597 Valley Blvd., Box 899
Bloomington, CA 92316-0899

Mr. Dave Brown
President
Teamsters Union Local 166
18597 Valley Blvd., Box 899
Bloomington, CA 92316-899

Dear Misters Bergen and Brown:

The purpose of this letter is to set forth understandings reached since January 2003 which are to run concurrently with the present Labor Agreement, effective October 1, 2005, and are as follows:

School Schedules

The Employer and Union share a joint commitment to encourage the development and educational advancement of employees. The Employer and Union also share a joint commitment to ensure the Company's staffing and operational needs continue to be met when school schedules are considered.

As such, employees who request consideration of a school schedule are asked to provide as much advance notice as possible to their Department Administrator. Employees making such requests will be required to submit a certified or official copy of their current school schedule to the Department Administrator. Any requests for consideration of changes in school schedules (e.g., based on quarterly or semester schedule changes) are to be submitted to the Department Administrator in the same manner.

Each request for a school schedule will be considered on an individual or case-by-case basis and approval of school schedules is not guaranteed but rather, contingent upon the Company's ability to continue to meet operational and staffing needs.

Per Diem Employee Minimum Work Commitment

Per Diem employees hired prior to April 1, 2003, will have no minimum shift commitment. Per Diem employees hired on or after April 1, 2003, will be subject to a minimum work commitment of four (4) shifts per month.

Misters Mike Bergen and Dave
Brown October 1, 2005
Page Two

During the 2005 local negotiations, the Union and Management agreed to form a joint committee to develop a Per Diem minimum commitment agreement to replace the above Per Diem Employee Minimum Work Commitment language. Such minimum commitment agreement will apply to all Per Diem employees and will include, but not be limited to, the number of shifts to be worked by Per Diem employees each month including a weekend day shift (if applicable to the Per Diem employee's home department) and a premium day shift. The parties further agreed that upon the successful completion and implementation of such committee's work, the first sentence of Paragraph 618 of this agreement will be changed to read: "For purposes of bidding from a Per Diem position to a permanent position, a Per Diem employee may use total hours worked for the purposes of determining bargaining unit seniority".

Lead Position Seniority

During the 2005 negotiations, the Union and Management agree to form a joint committee to address the seniority of Lead positions. The joint committee's scope/charter is the status and mobility of lead positions.

Loss of Seniority When Returning to Previously Held Position

Seniority of an employee will be broken upon their promotion or transfer out of the bargaining unit (i.e., to a position that is non-represented or represented by a union other than Teamsters Union Local 166). Should such an employee elect to return to their formerly held position, Bargaining Unit and Classification Seniority shall begin to accrue upon return to the bargaining unit.

Sincerely,

/S/Barbara Gilkerson
Barbara Gilkerson
Senior Labor Relations Representative

/S/Mike Bergen
Mike Bergen, Secretary-Treasurer
Teamsters Union Local 166

/S/Dave Brown
Dave Brown, President
Teamsters Union Local 166

In witness whereof, the parties hereto affix their signatures.

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

/S/ Sylvia Everroad
Sylvia Everroad

/S/ Francine Alexander
Francine Alexander

/S/ Frank Hurtarte
Frank Hurtarte

/S/ Jackie Ford
Jackie Ford

/S/ Richard D. Rosas
Richard D. Rosas

/S/ Stacey Castillo
Stacey Castillo

/S/ Leonard R. Prymus
Leonard R. Prymus

/S/ Sukhvinder Puri
Sukhvinder Puri

/S/ Cheryl Witt
Cheryl Witt

In witness whereof, the parties hereto affix their signatures.

TEAMSTERS UNION, LOCAL 166

/S/ Mike Bergen

Mike Bergen
Secretary – Treasurer

/S/Donald Henley

Don Henley
Business Representative/Trustee

In witness whereof, the parties hereto affix their signatures.

EMPLOYER NEGOTIATION COMMITTEE

/S/ Leonard R. Prymus
Leonard R. Prymus

/S/ Francine Alexander
Francine Alexander

/S/ Cheryl Witt
Cheryl Witt

/S/ Jackie Ford
Jackie Ford

/S/ Veronica Wilson
Veronica Wilson

/S/ Stacey Castillo
Stacey Castillo

/S/ Elizabeth Jonas
Elizabeth Jonas

/S/ Sukhvinder S. Puri
Sukhvinder S. Puri

UNION NEGOTIATING COMMITTEE

/S/ Don Henley
Don Henley

/S/ Kathryn D. Phipps
Kathryn D. Phipps

/S/ Vanessa Aceves
Vanessa Aceves

/S/ Bill Waterman
Bill Waterman

/S/ Brian Williams
Brian Williams

/S/ Kimberly Gutierrez
Kimberly Gutierrez

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