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Title: **Kaiser Permanente Medical Care Programs and United Steelworkers of America (USWA), AFL-CIO-CLC, Local 7600 (2000)**

K#: **8135**

Employer Name: **Kaiser Permanente Medical Care Programs**

Location: **San Bernardo CA**

Union: **United Steelworkers of America (USWA), AFL-CIO-CLC**

Local: **7600**

SIC: **8062**

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Kaiser — USWA, Local 7600

LABOR — MANAGEMENT AGREEMENT BETWEEN

Kaiser-Permanente Medical Care Programs

and

United Steelworkers of America, AFL-CIO-CLC (Local 7600)



2000 - 2005

Kaiser – USWA, Local 7600

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2000 - 2005
10/1/2000 - 10/1/2005

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AGREEMENT

This Agreement, made and entered into this first (1st) day of October 2000, by and between Kaiser Foundation Hospitals, Southern California Permanente Medical Group, and Kaiser Foundation Health Plan, hereinafter collectively referred to as the Employer or their successor(s) and the United Steelworkers of America, AFL-CIO-CLC, hereinafter referred to as the Union.

100 ARTICLE I - PURPOSE OF AGREEMENT

101 It is the intent of the parties and the purpose of this Agreement to preserve and continue the harmonious relations existing between the parties; to ensure peaceful adjustment and settlement of grievances, claims, disputes, and differences which may arise between the Employer and its employees represented by the Union; to prevent stoppages or interruptions of work, strikes and lockouts, and to establish wages, hours and working conditions which shall prevail during the term hereof for the employees covered by this Agreement.

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

200 ARTICLE II - RECOGNITION AND COVERAGE

201 Recognition

202 The Employer recognizes the Union as the exclusive bargaining agency for the employees covered by this Agreement.

203 Definition of Employees

204 The term "employee" or "employees" as and wherever it is used in this Agreement, shall mean and include the employees of the Employer at its hospitals, clinics and business offices in the Counties of San Bernardino and Riverside, and any clinics in

localities immediately adjacent to the County of San Bernardino, but specifically excluding the Counties of Los Angeles and Orange, who are assigned to classifications and rates set forth in the Appendix of this Agreement, and to any other classifications which may be established within the scope of the duties now included within these classifications; provided, however, that supervisory employees and the classifications of registered nurse, registered pharmacist, confidential secretary, assistant laboratory technologist, laboratory technologist, medical librarian, x-ray technician, physical therapist, nurse anesthetist, medical research secretary, optician, optometrist, orthoptic technician, Administrative Staffing Clerk, and all members of the Human Resources Office are excluded from the Bargaining Unit.

205 Local Working Conditions

206 The term "local working conditions" as used herein means specific practices or customs which reflect detailed application of the subject matter of this Agreement within the scope of wages, hours of work or other conditions of employment and includes local agreements, written or oral, on such matters, subject to the following provisions of this Article. It is recognized that it is impractical to set forth in this Agreement all local working conditions. The following paragraphs provide general principles and procedures which explain the status of these matters and furnish necessary guideposts for the parties hereto:

207 It is recognized that during the term of this Agreement, an employee does not have the right to have a local working condition established in any given situation where such condition has not existed, or to have an existing local working condition changed or eliminated, except to the extent necessary to require the application of a specific provision of this Agreement.

208 In no case shall local working conditions be effective to deprive any employee of rights under this Agreement. Should any employee believe that a local working condition is depriving them of the benefits of this Agreement, they shall have recourse to grievance procedure and arbitration, if necessary, to require that the local working condition be changed or eliminated to provide the benefits established by this Agreement.

- 209 **Should there be any local working conditions in effect which have been heretofore reduced to writing and executed on behalf of the Employer and the Union by persons respectively certified by the Union and the Employer to each other to have the authority to bind the respective parties to such agreement, which provide benefits that are in excess of or in addition to the benefits established by this Agreement they shall remain in effect for the term of this Agreement, except as they are changed or eliminated by mutual agreement or in accordance with Paragraph 210.**
- 210 **The Employer shall have the right to change or eliminate any local working condition if, as the result of action taken by the Employer under Article III, Management, the basis for the existence of the local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition; provided, however, that when such a change or elimination is made by the Employer, any affected employee shall have recourse to the grievance procedure and arbitration if necessary, to have the Employer justify its action.**
- 211 **No local working condition shall hereafter be established or agreed to which changes or modifies any of the provisions of this Agreement. In the event such a local working condition is established or agreed to, it shall not be enforceable to the extent that it is inconsistent with or goes beyond the provisions of this Agreement, except as it is in writing and approved by an International Representative of the Union and the Labor Relations Representative representing the Employer.**
- 212 **Subject to the provisions of Paragraph 211, immediately preceding any local working condition hereafter agreed to between any supervisory employee or other representative of the Employer with any individual employee, group of employees, local or International Representatives of the Union shall be only a temporary agreement, subject to termination on twenty-four (24) hours notice by either the Labor Relations Representative representing the Employer, or the International Representative of the Union, unless and until the same is reduced to writing and executed on behalf of the Employer and the Union by either the Labor Relations Representative representing the Employer or the International Representative of the Union. However, such**

agreement shall be observed by the Employer and the Union prior to termination as aforesaid.

300 **ARTICLE III - MANAGEMENT**

301 The management of the Employer's facilities and the direction of the working forces, 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.

302 **Supervisory Employees**

303 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, emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer.

304 **Personnel File Inspection**

305 **The Employer recognizes the right of any employee to inspect his or her personnel file and will allow such inspection during normal business hours upon request of the employee.**

400 **ARTICLE IV - UNION SECURITY AND REPRESENTATION**

401 **Union Shop**

402 All employees covered by this Agreement shall, as a condition of employment, within thirty (30) days after beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union to the extent of paying the periodic dues and the initiation fees uniformly required of all Union members; provided, however, that the Employer shall not be obliged to discharge any employee for

failure to apply for, or continue membership in the Union until such time as the Union notifies the Employer in writing and can supply or the Employer can hire, a competent replacement. A list of new hire and terminations shall be provided monthly by the Employer.

403 **Checkoff**

404 The employer will checkoff original new hire initiation fees, monthly dues, and special assessments, each as designated and notified by the International Treasurer of the Union as membership dues in the Union on the basis of and for the term of individual signed voluntary checkoff authorization cards, as submitted to the Employer. The Employer shall promptly remit any and all amounts deducted to the International Treasurer of the Union, and shall furnish to the Financial Secretary of the local Union a list of the employees from whom the deductions were checked off. Checkoff authorization card will be supplied to the Employer by the local Union.

405 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.

406 Upon notification from the Union, specific exceptions may be made to individual employee checkoff requirements.

407 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 Heart Association shall be used in compliance.

408 **Indemnity**

409 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 be 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.

410 Nondiscrimination Because of Union Membership

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

412 Union Representation

413 Grievance Committee

414 The Grievance Committee shall be those employees, designated by the Union who shall be afforded time off without pay as required, to take up any matter pertaining to this Agreement.

415 Assistant Grievance Committee

416 The Union may designate employees as Assistant Grievance Committeepersons to aid the Grievance Committee. The Union may appoint as many Assistant Grievance Committeepersons as necessary but not more than one (1) per shift per department or unit. Exceptions may be made by mutual agreement of the parties. After obtaining permission from their immediate supervisor, Assistant Grievance Committeepersons shall be afforded time off without pay to assist the Grievance Committee.

417 Preferential Seniority

418 Grievance Committeepersons and elected local Union officers shall have "super" or preferential seniority in the event of a layoff resulting from a reduction in force.

419 Grievance Committeepersons and elected local Union officers may refuse a promotion from the day shift to another shift without losing seniority over another employee entering the position waived by the Grievance Committeeperson and/or elected local Union officer.

420 It shall be the duty of the Union to provide the names of employees serving as officers or Grievance Committeepersons to

the Employer, and to maintain this information whenever changes occur.

421 Union Business Leave

422 An employee who becomes a full-time Union Representative may request and receive a leave of absence for union business for one (1) year, subject to renewal. No Employer paid benefits will apply to any part of a union business leave of absence. The employee shall continue to accrue continuous service during the union business leave.

423 Safety Committee Representatives

424 There shall be up to three (3) members of the Union selected to serve as representatives on the Employer's established Safety Committee. Union Safety Committee Representatives shall receive their regular rate of pay for time spent at Safety Committee meetings. In scheduling such meetings the Employer shall give reasonable consideration to the preferences of the Union members of the Committee.

425 Affirmative Action Committees

426 There shall be one (1) committee for the Fontana Medical Center and one (1) committee for the Riverside Medical Center, and one committee for other locations represented by the United Steelworkers of America, Local 7600. The Fontana Medical Center and Riverside Medical Center Committees will be comprised of up to three (3) members of the Union selected from each facility to serve as representatives on the Employer's Affirmative Action Committee (AAC). The committee for other locations represented by United Steelworkers of America, Local 7600 (such as Corona Call Center, Ontario Regional Records Retention Center, and Corona Data Center), will be comprised of up to two (2) members of the Union selected from the facilities to serve as representatives on the Employer's Affirmative Action Committee (ACC). Union Affirmative Action Committee Representatives shall receive their regular rate of pay for time spent at AAC meetings. In scheduling such meetings the Employer shall give reasonable consideration to the preferences

of the Union members of the Committee and the committees shall meet jointly once a year.

427 Quarterly Meeting

428 The Employer representatives and the Union Committee shall meet on a quarterly basis, or more often as necessary upon notice of either party. Subjects for discussion shall be submitted in agenda form before the meeting is scheduled. The agenda shall not include items in the grievance procedure. Minutes of the proceedings will be recorded. The date for subsequent quarterly meetings will be determined at the end of each quarterly meeting.

500 ARTICLE V - NO STRIKE AND NO LOCKOUT

501 The parties recognize that a 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 the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

502 All disputes arising between the parties to this Agreement will be settled as provided through the grievance procedure.

600 ARTICLE VI - CLASSIFICATIONS AND RATES OF PAY

601 Schedule of Rates

602 The Schedule of Rates shall prevail during the term of this Agreement, and the base hourly rate to be paid any employee covered hereunder shall be determined by such schedule.

603 Wage Structures

604 All employees will be paid in accordance with the Wage Schedules and Wage Rates which appear as Appendix A and Appendix B to this Agreement and shall be effective October 1, 2000.

TECHNICAL STRUCTURE

Start Rate	6 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	5 Year Rate (Maximum)
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606 Utilizing advanced hiring criteria as set out in the wage structures is optional and at the sole discretion of the Employer. Further, the parties agree that this decision is not subject to the grievance and arbitration procedure.

607 Base Hourly Rate

608 The base hourly rate of pay shall mean the monetary rate which the employee receives for each hour of work performed, and upon which overtime or premium pay is to be computed.

609 Longevity Differentials

610 A longevity differential of thirty cents (\$.300) per hour is provided to all employees who have completed ten (10) to fifteen (15) years of service. A longevity differential of forty cents (\$.400) per hour is provided to all employees who have completed fifteen (15) or more years of service. Effective October 1, 2000, a longevity differential of fifty cents (\$.500) per hour is provided to all employees who have completed twenty (20) or more years of service, and a longevity differential of sixty cents (\$.600) per hour is provided to all employees who have completed twenty-five (25) or more years of service.

611 Promotions to Higher Rated Classifications

612 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 tenured step for the new classification as of the date the employee first assumes the duties of said higher rated classification.

613 Demotions

614 In the event an employee is transferred or demoted to a lower-rated classification, the appropriate rate of the same tenured step for the classification to which the employee is transferred or demoted will be used.

615 Standby Pay

616 Employees on standby status shall be paid four dollars (\$4.00) per hour for each hour spent on standby status. Actual work time shall begin when the employee arrives at the facility, and shall end when the employee leaves, provided however, that the employee shall be guaranteed a minimum of two (2) hour's 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.

617 Reporting Pay

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

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

620 In the event no alternate work is 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 toward overtime.

621 Hours actually worked under this provision shall count toward the payment of overtime.

622 The provisions of this section do not apply in the event that:

- 623 Strikes, work stoppages in connection with labor disputes, or failure of utilities, or acts of God interfere with work being provided; or
- 624 An employee is not put to work or is laid off after having been put to work, either at his/her own request or due to his/her own fault; or
- 625 The Employer gives such reasonable notice, as determined by the Employer and the Union, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.
- 626 Minimum Call-In Pay
- 627 An employee called in to work on a regular 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 qualified. Employees who refuse alternate assignment will receive pay for those hours actually worked.
- 628 Call-in hours shall count toward the determination of overtime.
- 629 Travel Allowance
- 630 Employees required to travel during work hours will be paid a mileage allowance equal to the Employer's prevailing mileage allowance.
- 631 Employees who are required to report to a work location other than their regular work location will be paid such mileage allowance for all miles exceeding their normal home to regular work travel distance. This provision is not applicable to employees whose regular work schedule involves reporting to more than one location as a condition of employment.
- 632 Work Performed Above Classification
- 633 Employees who work four (4) or more hours on a higher rated classification during a shift shall be paid the applicable rate of the higher rated classification for the full shift. It is Management's

right to utilize qualified employees from out of classification to perform work prior to overtime being offered within classification.

634 Witness Pay

635 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 course and scope of employment.

636 Miscellaneous Compensation

637 Jury Duty

638 An employee called for jury service will be excused from work on days which he/she serves, and shall receive for each such day of jury service, the difference between his/her regular straight time day's pay and the amount of jury pay to a maximum of thirty (30) days per calendar year. In the event an employee is sitting as a juror on a case on their thirtieth (30th) day, such jury pay will be extended until the end of the case. The foregoing thirty (30) day limitation shall not apply for Grand 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 and the amount of jury pay.

639 Compassionate/Bereavement Leave

640 Upon the death of an immediate family member, (i.e., mother, father, spouse, domestic partner, children, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, legal guardian, stepchildren, or stepparents of employee's spouse or domestic partner) employees may request up to three (3) days paid compassionate leave to be taken on scheduled days of work falling within the five (5) calendar day period beginning with the first (1st) day of leave.

641 For deaths of immediate family members whose home or place of burial is over one-hundred (100) miles distance from the employee's home, up to two (2) additional days of paid

compassionate leave may be taken for travel purposes. Such additional days when combined with compassionate leave provided in Paragraph 640 will be taken on scheduled days of work falling within the seven (7) calendar day period beginning with the first (1st) day of leave. Upon the death of an employee's spouse, parent, or child, an additional one (1) week leave of absence, without pay, will be granted upon request. The above notwithstanding, should an employee request to be paid a forty (40) hour increment of his/her accrued Vacation, such request will not be denied. However, it is understood that the payment of such forty (40) hour increment will result in the cancellation of an approved/scheduled one (1) week Vacation. Such cancellation would not occur if the employee had one (1) week of accrued Vacation that was banked but not scheduled.

642 Eligible part-time and on-call employees will receive compassionate leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths out of the area, and will receive pay for scheduled work hours within such three (3) or five (5) day periods.

643 Scheduled work hours applicable to Paragraph 642 herein shall mean actual hours scheduled prior to the commencement of compassionate leave, or hours that would have been scheduled by application of Paragraphs 1505 and 1514 except for such compassionate leave. In determining the appropriate compensation, the supervisor will review each leave on an individual basis.

644 Uniform Allowance

645 Dietary Department and Housekeeping Department employees shall receive an annual uniform allowance of two hundred dollar (\$200.00) for full-time employees, and one hundred dollars (\$100.00) for part-time and on-call employees. Should the Employer decide to furnish uniforms, said uniform allowance will not be paid to affected employees.

646 Payroll Errors

647 Correction of payroll errors will be made if brought to the attention of the department manager or designee within a period of one (1) year from the date for which the incorrect computation was paid.

648 Paycheck Records

649 Current Vacation, Sick Leave, and Work Life Balance Day accruals will be recorded on the employee's earnings statement (paycheck stub).

650 Paycheck Distribution

651 Evening shift employees only 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 falling on Friday.

652 Paychecks containing retroactive pay will be issued in a timely manner.

700 ARTICLE VII - HOURS OF WORK AND OVERTIME

701 This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or of hours or days of work per week. This Article also defines the provisions, calculations, and methods of payment of overtime.

702 Normal Workday

703 The normal workday shall be eight (8) hours of work in a twenty-four (24) hour period which shall begin with the first hour of the employee's regularly assigned shift. In the event an employee's work schedule is modified so as to cause him/her to commence work earlier than in the preceding day, the overtime rate set forth in the Collective Bargaining Agreement shall be applicable only if more than two (2) hours are involved.

704 Recognized rest periods shall be deemed to be time worked.

705 The normal work shift shall have a thirty (30) minute unpaid lunchperiod which shall be excluded from the normal workday. Meal and rest periods will be provided in accordance with applicable Wage and Hour laws.

706 Paid Meal Periods

- A. Paragraph 705 shall not apply.
- B. The following understanding will apply:

All hours shall be worked consecutively except for a one-half (1/2) hour meal period, which shall be unpaid and excluded from the normal workday. Employees scheduled to work six (6) consecutive hours or more on a workday shall receive an unpaid meal period. When, in the judgement of the Employer, the employee cannot be relieved of duty during the meal period, the meal period will be rescheduled at another time during the shift. If the Employer is unable to reschedule, the meal period will be paid as time worked. ~~The employer may advance the work period ending time in such circumstances to eliminate the payment of overtime.~~ Employees scheduled less than six (6) hours may receive an unpaid meal period at the discretion of the Employer.

707 Normal Workweek

708 The Employer will exercise its efforts in good faith, subject to the requirements of efficient operations, to the end that employees will be scheduled on a basis of a normal workweek of five (5) consecutive workdays followed by a rest period of two (2) days within a period of seven (7) consecutive days.

709 The payroll week shall consist of a seven (7) consecutive calendar day period beginning at 12:01 a.m. Monday, or the shift changing hour nearest to that time. The payroll week may or may not coincide with the workweek.

710 Shift Schedules

711 There shall be three (3) shifts of work, and the regular starting times are assigned between the hours shown for the respective shifts as follows:

1st Shift(Day)	6:00 a.m. to 10:00 a.m.
2nd Shift(Evening)	2:00 p.m. to 6:00 p.m.
3rd Shift(Night)	10:00 p.m. to 2:00 a.m.

712 Employees who begin a normal workday shift schedule other than described above will receive the shift differential only for actual hours worked between 4:00 p.m. and 8:00 a.m.

713 Shift Differential

714 Effective November 1, 1992, the shift differential for employees working the evening (2nd) shift will be increased by ten cents (\$.100) per hour to ninety cents (\$.900) per hour; and the shift differential for employees working the night (3rd) shift will be increased by fifteen (\$.150) per hour to one dollar and thirty-one cents (\$1.310) per hour.

715 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).

716 Employees called in for work on the evening or night shifts shall receive the shift differential.

717 Shift differential for overtime hours shall be computed at applicable overtime rates.

718 Schedules

719 Should it be necessary, in the interest of efficient operations, to establish the schedules departing from the normal workweek, the Grievance Committeeperson and the Employer, at the request of either, may confer to determine whether, based upon the facts of the situation(s), mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests

with the Employer in order to avoid adversely affecting operation of the Employer's Facilities.

720 Determination of the starting time of the daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of the Employer; provided, however, that any changes made after Thursday of the week preceding the week in which the changes are to be effective shall be explained as soon as practicable to the Grievance Committeeperson of the employees affected; and provided further that the Employer will make no changes in such schedules after Thursday, except for matters beyond the control of the Employer or because of the requirements for the orderly operation of the hospital and the safety of the patients. To the maximum extent feasible, the Employer will give on-call employees at least two (2) hours advance notice when canceling previously scheduled hours.

721 Every Other Weekend Off Scheduling

722 Every full-time employee in the Hospital Nursing Department and Trained Aides in the Transportation Department shall be regularly scheduled so that they are assured every other weekend off on a unit and shift basis.

723 To the extent practicable and reasonable, on-call employees in the Hospital Nursing Department and Trained Aides in the Transportation Department will be scheduled every other weekend off on a unit and shift basis.

724 Should individual affected employees desire not to be regularly scheduled with every other weekend off, they should so advise the Employer. Subject to staffing requirements, the Employer may grant this individual request.

725 The definition of a weekend shall be, for day and evening shifts, Saturday and Sunday, and for the night shift, Friday night for Saturday and Saturday night for Sunday.

726 It is recognized that split days off will be scheduled.

727 At the Employer's discretion the workweek may begin at 12:01 a.m. Sunday, or the shift changing hour nearest that time, in those departments, units, or classifications subject to every other weekend off scheduling.

728 Forty Hour/Six Day Work Schedules

729 It is agreed that the scheduling of one-half (1/2) days off during the week and requiring the employee to work the sixth day of the week will be limited to those instances where it is essential, in the opinion of the Employer, to the efficient operation of the Medical Care Facilities. A periodic review of such schedules may be requested by the Union.

730 Additional, Non-Overtime Hours

731 Provided full-time and part-time employees have received their scheduled hours, additional, non-overtime hours will be allocated to on-call employees. It is the intent of the parties that overtime hours available on scheduled days off be allocated based on seniority. (Cross reference Article XV, Paragraph 1513)

732 Split Shift

733 It shall be the policy of the Employer to avoid split shifts. However, split shifts may be scheduled when in the Employer's opinion it is necessary because of the requirements of efficient operations.

734 Overtime

735 Overtime premium rates shall be paid as follows:

736 Time and One-Half

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

738 All hours worked in excess of eight (8) hours during a normal workday;

- 739 All hours worked in excess of forty (40) hours in a payroll week;
and
- 740 All hours worked on the sixth (6th) consecutive day of work.
- 741 Overtime Equalization
- 742 Available overtime will be offered within each seniority section unit or department by classification. Overtime will be offered to full-time employees first and will be equalized to as great a degree as possible. If not filled by full-time employees, then overtime will be offered to part-time employees and equalized to as great a degree as possible. If not filled by part-time employees, then overtime will be offered to on-call employees and equalized to as great a degree as possible. Should all employees exercise their seniority for non-assignment of overtime in an attempt to prevent a draft situation, the Employer will offer available hours to qualified employees outside the job classification and then outside the seniority section, unit or department, by bargaining unit seniority. Should qualified employees outside the job classification and outside the seniority section, unit or department be unavailable (not volunteer), then the Employer will assign overtime by inverse seniority beginning with the least senior employee first among the entire section, unit or department based on classification seniority. Overtime rosters will be accessible to the affected unit and/or department employees.
- 743 Double Time
- 744 Two (2) times the base hourly rate of pay shall be paid for:
- 745 All hours worked in excess of twelve (12) hours during any day of work.
- 746 All hours worked on the seventh (7th) consecutive day of work.
- 747 Two and One-Half
- 748 Two and one-half (2 1/2) times the base hourly rate of pay shall be paid for:

749 All hours worked on a recognized paid holiday. No employee shall receive more than two and one-half (2 1/2) times the regular rate of pay for hours worked on a holiday.

750 Sunday Premium

751 Straight-time hours worked on a Sunday will be compensated an additional \$1.875 per hour, to a maximum of fifteen dollars (\$15.00) per shift. Sunday premium will not be pyramided.

752 No Pyramiding of Overtime

753 Payment of overtime rates shall not be duplicated for the same hours worked. Premium hours compensated under one overtime provision shall not be compensated under any other provision except that where two (2) or more premium provisions apply, the greater will be paid. Time paid for, but not worked, shall not count toward the calculation of any overtime or premium payments.

754 Thirty-Hour Rule

755 A lapsed period of thirty (30) consecutive hours or more from the time an employee last worked until the employee commences work again shall constitute a day off for purposes of interrupting consecutive days.

756 Sixth and Seventh Day Exceptions

757 Where a sixth (6th) or seventh (7th) workday application occurs due to rearrangement of a work schedule at the employee's request, such overtime may be waived by mutual written agreement between the employee and the employee's supervisor, provided there is no conflict with applicable Wage and Hour laws.

758 Where a sixth (6th) or seventh (7th) workday application occurs due to absence on the first scheduled day of the employee's normal workweek the provisions of this paragraph will not be applicable.

Example	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Scheduled	W	W	W	W	W	W	O	W	W	W	W	W	W	O	W	W

Worked	Abs	W	W	W	W	W	W	O	W*	W	W	W	W	W	O	W	W
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*This could result in repeating overtime payments on succeeding Mondays and it is agreed payment of such overtime will not be applicable.

759 Bilingual Differential

760 Designated employees who work at least eighty (80) hours per month, and who are required to translate other languages (to include sign language for the hearing impaired), shall receive a Bilingual Differential in the amount of sixty-five dollars (\$65.00) for that month.

761 The Employer will determine how many employees are necessary to satisfy the normal translation requirement and will designate by department, by shift, by qualification and seniority, the individuals who will perform the function. Following implementation, openings will be filled through job postings.

762 The parties agree that it may be necessary for a nondesignated individual to translate, should a designated translator not be available. Should such limited translation occur, then said individual would qualify for Bilingual Differential pay on a pro-rated basis if the translation required more than one (1) hour to complete.

800 ARTICLE VIII - COMMUNITY DISASTER

801 Because of the nature of our medical care organization, it is recognized that a major community disaster could require the services of our organization and the facilities far beyond those normally provided. In the event of such a disaster, and in recognition of our obligation to the community, all provisions in Paragraphs 615 and 616 - Standby Pay, Paragraphs 617 through 620 - Reporting Pay, Paragraphs 626 through 628 - Minimum Call-In Pay and Article VII - Hours of Work and Overtime, will be inapplicable during the period of such unusual demands caused by this disaster, provided that the facilities of the organization are made available to non-members as well as members of the Kaiser Foundation Health Plan.

900 ARTICLE IX - PAID TIME OFF PROGRAM

901 Effective June 1, 2001, the current Earned Time Off (ETO) Program will be replaced by a new time off program. The new program shall provide paid time off for legal holidays, vacation, sick leave and Life Balance Days based upon the negotiated and agreed upon schedule and provisions contained in this Agreement. From October 1, 2000 through May 31, 2001, the Earned Time Off (ETO) program shall be in effect.

902 The Employer has a Paid Time Off Program which has four (4) components as follows:

Life Balance Days
Designated Holidays
Vacation
Sick Leave

903 Section 1 – Life Balance Days

904 Effective June 1, 2001, and thereafter, full-time employees shall accrue Life Balance Days at the rate of 3.33 hours per month to a maximum of 40 hours at any given time.

905 Part-time and on-call employees will accrue Life Balance Days on a prorated basis based on hours paid (up to a maximum of eighty (80) hours per pay period) in the preceding two pay periods. The above notwithstanding, employees hired after June 1, 2001, will commence accrual from the date of hire.

906 Life Balance Days may be used for any reason the employee chooses without restriction and may be used for less than a full day. In the event an employee elects to utilize Life Balance Days in conjunction with vacation, those Life Balance Days may be granted only after the vacation selection process outlined in this Article. The Life Balance Days will, insofar as possible, be granted on the day(s) most desired by the employee.

907 Requests for non-emergency Life Balance Day(s) must be made in advance (not including days that a department or work area is closed) for the employee to obtain approval to utilize Life Balance Days. Employees will have preference as to their choice based

upon bargaining unit seniority. Life Balance Days requests will be considered for anytime of the calendar year and shall be granted in an emergency situation.

908 In the event that the Employer receives requests for paid time off for single Vacation Days and Work/Life Balance Days, bargaining unit seniority will be the determining factor for granting time off.

909 Life Balance Days may be donated to another benefited employee.

910 Section 2 - Designated Holidays

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

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

912 Part-time and on-call employees will receive a prorated amount based upon an average of straight time hours paid during the preceding two (2) pay periods.

913 Holiday Schedule

914 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.

915 Designated Holiday Worked and Holiday Payment

916 Authorized time worked by an employee on a designated holiday listed in Paragraph 911 or on a substitute holiday as provided in Paragraph 926, shall be compensated two and one-half (2 1/2x) times the regular rate of pay, plus any applicable premium shift differential for all hours worked on the holiday.

917 Requirements for Holiday Pay

918 An employee shall be eligible to receive holiday pay having met the following qualifications:

919 Must have performed work during the payroll week in which the holiday falls.

920 Must have completed the new hire probationary period.

921 Must have worked both the last scheduled shift prior to the holiday and the next scheduled shift following the holiday, unless an absence from one or both of such shifts is due to sickness, or because of death in the employee's immediate family (Paragraph 923), or because of a similar good cause. Employees repeatedly being absent from work on the day before, day of, or day after a holiday, may be required to furnish a written certification for such absences.

922 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 or employment.

923 No holiday pay shall be paid to an employee who is scheduled to work on a holiday and fails to do so; unless such absence is because of sickness or because of death in the immediate family (mother, father, including in-laws, stepparents, children, brother, sister, husband, wife, domestic partner, grandparents, grandchildren, legal guardian, stepchildren and stepparents of employee's spouse or domestic partner) or because of similar good cause. Employees who are absent on a holiday because of personal injury or illness 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.

924 Holiday Work Schedule and Notification

925 An employee who is normally scheduled to work on a day on which a holiday falls may not be displaced by a more senior

employee. Employees in a section may request assignment or non-assignment to work a holiday on the basis of seniority. Should all employees exercise seniority for non-assignment, the Employer shall assign employees by inverse seniority beginning with the least senior employee first among the entire section, based on classification seniority within said section to work the holiday.

926 Designated Holiday Falling on Employee's Day Off

927 If an employee's regularly scheduled day off falls on a holiday, he/she shall receive a substitute day off within ninety (90) days preceding or ninety (90) days following the holiday with full pay. Such substitute day off shall be considered as the holiday for pay purposes.

928 Unworked Holiday Pay

929 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 calculating overtime.

930 Holiday Pay

931 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 full-time employee. Vacation, Sick Leave and Life Balance days utilized will be considered as time worked for the purposes of counting toward the five (5) days.

932 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 average straight-time hourly rate of earnings in the pay period. An unworked holiday, Vacation, Sick Leave and Life Balance will count as a day worked in computing such pay.

- 933 Vacation and Sick Leave Pay for Non-full-time Employees
- 934 A non-full-time employee shall receive Vacation, Sick Leave, Life Balance pay for time taken off in less than weekly increments based upon prescheduled hours (hour for hour) on that day(s). For Vacation and Sick Leave taken in weekly increments, non-full-time employees shall receive pay based upon the total hours compensated (not to exceed forty (40) hours per week) in the two (2) pay periods immediately preceding the time off, divided by four (4).
- 935 Holiday Falling During Vacation, Sick Leave or Life Balance Usage
- 936 If a holiday occurs during an authorized Vacation, Sick Leave, Life Balance period or if a holiday falls within an authorized paid leave, the employee shall receive eight (8) hours of unworked holiday pay for that designated holiday.
- 937 Section 3 - Vacation
- 938 Vacation Eligibility Date
- 939 The Vacation eligibility date determines the employee's accrual rate and it is their date of hire, unless it is adjusted for unpaid leaves of absence or for the period of time that the employee worked in ineligible status.
- 940 An employee shall not forfeit any accrued rights earned prior to the commencement of the leave during an authorized leave of absence without pay.
- 941 The Vacation eligibility date shall mean that period of continuous employment with the Employer, less any absence from employment which exceeds sixty (60) days. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. Service credit shall continue during the entire period of the leave of absence due to industrial illness or injury and Union Leave.

942 Vacation Schedule

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

Length of Service	Hours per Month	Days per Month	Days per Year
0-4 Years	6.66	.83	10.00
5-8 Years	10.00	1.25	15.00
9-11 Years	13.33	1.66	20.00
11 Years or more	16.66	2.08	25.00

944 Part-time and on-call employees will accrue Vacation hours in accordance with the above schedules prorated on the basis of an average of straight time hours paid during the preceding two (2) pay periods.

945 Use of Vacation

946 The primary use for Vacation will be for leisure time away from work. Employees must provide prior notice in accordance with departmental policy in order to take Vacation. Vacation may be used, at the employee's option, during an approved Family Leave.

947 Vacation Pay

948 Employees shall not receive their shift differential with Vacation pay. Vacation pay shall be at the base hourly wage rate the employee is receiving on the date time off is taken.

949 Vacation shall not be considered as time worked for the purposes of calculating overtime.

950 Vacation Longevity Pay

951 Employees with fifteen (15) years to twenty (20) years of continuous service shall be entitled to vacation longevity pay of twenty-five dollars (\$25) per each vacation week in addition to their regular vacation pay. For employees utilizing vacation bank days, longevity pay will be prorated.

- 952 Employees with twenty (20) or more years of service shall be entitled to vacation longevity pay of forty-five dollars (\$45) per each vacation week in addition to their regular vacation pay. For employees utilizing vacation bank days, longevity pay will be prorated.
- 953 Non-full-time employees with fifteen (15) years to twenty (20) years of continuous service, and twenty (20) or more years of continuous service shall be entitled to prorated vacation longevity pay. Such proration shall be as set forth in Paragraph 944, and will be based on the twenty-five dollar (\$25.00) and the forty-five dollar (\$45.00) per each applicable vacation week.
- 954 Vacation Accumulation and Donation
- 955 Employees may accumulate up to a maximum of twice their annual Vacation accrual.
- 956 Employees may donate Vacation hours to eligible co-workers.
- 957 Vacation at Termination or Retirement
- 958 An employee who terminates employment or retires will receive payment for all accrued and unused Vacation at the base hourly wage rate the employee is receiving on that date.
- 959 Cash Out – Irrevocable Election
- 960 Employees may elect to cash out vacation time up to 160 hours per year of their annual accrual. Such election must be made by December of the year preceding the year the cash-out will occur.
- 961 Requesting Vacation
- 962 Vacation requests for increments of one (1) week or more must be submitted, in writing, to each year to the employee's immediate supervisor prior to January 31, each year. The approved Vacation schedule shall be posted by February 28, each year and shall apply from March 1 through the last day of February of the following year. Should a conflict arise in Vacation requests received, the supervisor and/or department head shall use the employee's seniority as a basis for granting Vacation

requests only if such requests were submitted in a timely manner. Vacations shall be scheduled within each seniority section by classification. Vacation preferences will be awarded by seniority, applying 7600 bargaining unit seniority. During the vacation granting process, should an employee's vacation slot be denied, he/she will be placed on a cancellation list for the denied weeks. Employees who transfer between sections must reschedule their vacation utilizing available open weeks. Nothing in this Paragraph shall preclude the Employer from posting the schedule earlier if possible. If accrued Vacation has been exhausted, previously approved Vacation increments may be canceled. If extraordinary circumstances occur which cause an employee to exhaust his/her vacation bank before a scheduled vacation occurs, such situations will be evaluated on a case-by-case basis.

963 Life Balance Days in Conjunction With Vacation

964 An employee may utilize Life Balance Days in conjunction with vacation. The granting of Life Balance Days in conjunction with vacation shall occur only after the annual vacation granting has occurred.

965 Insofar as practicable, Vacation will be granted at the time desired by employees regardless of the time of year and will not be unreasonably denied. However, when efficient operation of the facility does not permit granting of Vacation requests, the Employer retains the final right to schedule Vacation.

966 Requests for Vacation in increments of less than five (5) days must be made a minimum of fourteen (14) calendar days before a desired date. The employee may request and may receive an available existing date, subject to staffing needs and efficiency of operations.

967 Section 3 - Sick Leave and Income/Extended Income Protection Plan

968 Sick Leave shall be granted to an employee who becomes ill or injured. Sick Leave shall commence with the first (1st) day of any illness or injury. Certification may be required beginning the third

(3rd) consecutive day or whenever it appears to be justified. Sick Leave may be used for medical or dental appointments.

- 969 Sick Leave hours will be earned on the basis of ten (10) hours per month for each calendar month of employment. In accordance with the above schedule, part-time and on-call employees will accrue based on an average of straight time hours paid in the preceding two (2) pay periods.
- 970 Sick Leave time off for which pay is received shall not be considered an interruption of continuous service.
- 971 Sick Leave shall not be considered as time worked for computing overtime.
- 972 Sick Leave pay shall not include regular shift differential for employees.
- 973 Employees with a Sick Leave Bank of two-hundred fifty (250) or more hours at the time of termination or retirement will have all unused hours in their Sick Leave Bank converted to Credited Service for Basic Pension Plan calculation purposes, provided they are vested in the Pension Plan.
- 974 Income Protection and Extended Income Protection
- 975 Employees who are compensated an equivalent of twenty (20) hours or more per week shall be provided with Income Protection and Extended Income Protection Plan. Whether the employee is eligible for Income Protection and Extended Income Protection is based on length of service.
- 976 Employees with less than two (2) years of service, Income Protection benefits shall be payable upon the exhaustion of sick leave for the duration of one (1) year from the date the employee first (1st) became disabled or when no longer disabled, whichever is less. Vacation and Life Balance Days may be converted to Sick leave immediately prior to the exhaustion of Sick Leave.
- 977 Employees with two (2) or more calendar years of service, Extended Income Protection benefits shall be payable after the exhaustion of sick leave or three (3) months of disability,

whichever is later, and shall continue for the duration of ten (10) years from the date the employee becomes disabled or is no longer disabled or if over age sixty (60) according to the Duration of Benefits schedule, whichever is less. The Extended Income Protection benefits due to psychological related disabilities and/or alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability, unless the employee was institutionalized at the end of the three (3) year period. In this event, benefits would continue to three (3) months after release from the institution. Vacation and Life Balance Days may be converted to Sick leave immediately prior to the exhaustion of Sick Leave.

- 978 Income Protection and Extended Income Protection benefits are payable at a level of fifty percent (50%) of base hourly rate times scheduled hours per month, sixty percent (60%) with integration with other statutory plans or seventy percent (70%) with an approved rehabilitation employment program (prorated for employees less than full-time). The minimum integrated benefit (prorated for employees less than full-time) provided by the program during the first (1st) year of disability will not be less than one-thousand dollars (\$1,000.00) per month.
- 979 Income Protection and Extended Income Protection coverage terminates at the end of employment or upon transfer to an ineligible status.
- 980 The intent of the above Income Protection and Extended Income Protection language is to provide a summary of benefits available. Income Protection and Extended Income Protection benefits are governed by the Employer's contract with the insurance company.
- 981 Section 4 - Integration of Compensation Benefits and Sick Leave
- 982 Employees who are eligible for basic State Disability Insurance (SDI) benefits shall have their paid Sick Leave reduced by the amount of the SDI benefit the employee is eligible to receive, so that combined SDI pay and Sick Leave pay totals normal straight time salary. The reduced amount of Sick Leave payment shall then be charged against the employee's Sick Leave Bank.

Employees who are eligible for Workers' Compensation Insurance (WCI) payments will have the same method of integration with Employer-paid Sick Leave. Employees may elect to waive integrated Sick Leave benefits with Workers' Compensation Insurance payments, provided said election is made within seven (7) calendar days of the inception of the absence, and provided further that said election shall be irrevocable for the duration of said absence. Should the employee fail to elect nonintegration within said seven (7) calendar day period, the option of nonintegration will not be available. In the payment to employees on Sick Leave, disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.

983 It is the employee's responsibility to promptly file claims for any eligible compensation benefits, and to report the amount of such benefits to the Employer's Human Resources Office.

1000 ARTICLE X - SENIORITY

1001 Seniority Factors

1002 In the application of seniority, in all cases of promotion, transfer, increase or decrease in forces, the following factors listed below shall be considered. However, only where both factors b and c are relatively equal shall continuous service be the determining factor.

a. Continuous service.

b. Meets requirements of job posting.

c. Physical fitness.

1003 Probationary Employees

1004 Full-time Employees -

1005 Probationary employees shall be new employees and those hired after a break in continuity of service and shall be engaged for a trial period of ninety (90) calendar days which shall not include a formalized training/orientation period mutually agreed upon, in

writing, by union and management, by department/area/classification. For purposes of this paragraph only, training/orientation periods are those scheduled days during which instruction and/or on-the-job training take place. Training periods will not exceed twenty-five (25) working days, and training periods can be extended upon mutual consent of the parties. A probationary employee who is absent in the aggregate more than ten (10) work days for any reason shall have the excess of ten (10) working days added to his/her probationary period. During such probationary period, an employee may be transferred, laid off, or terminated at the exclusive discretion of the Employer. Probationary employees continued in the service of the Employer subsequent to the successful completion of the probationary period shall receive full continuous service credit from date of original hiring.

1006 Part-time and On-Call Employees

1007 Probationary employees shall be new employees and those hired after a break in continuity of service and shall be engaged for a trial period of seventy-five (75) working days which shall not include a formalized training/orientation period mutually agreed upon, in writing, by union and management, by department/area/classification. For purposes of this paragraph only, training/orientation periods are those scheduled days during which instruction and/or on-the-job training take place. Training periods will not exceed twenty-five (25) working days and training periods can be extended upon mutual consent of the parties. Any work performed on a given day will constitute a full work day under the terms of this provision. During this period, these employees may be transferred, laid off, or terminated at the exclusive discretion of the Employer. Probationary employees continued in the service of the Employer subsequent to the successful completion of the probationary period shall receive full continuous service credit from date of original hiring.

1008 The parties agree that requests for extensions to the probationary period would occur through mutual agreement between an International Union Representative or designee and a Regional Labor Relations Representative or designee. Further, the parties agree that such requests should not be unreasonably denied.

- 1009 **Reduction in Force and Recall**
- 1010 Reduction in force shall be accomplished by job classification within each entity and medical center.
- 1011 A full-time employee whose position has been eliminated due to a force reduction may exercise seniority, applying classification date, to displace a less senior full-time employee in the same classification within the entity, if qualified to perform the work.
- 1012 A full-time employee who is unable to retain a full-time position in the same classification within the entity may exercise seniority rights as provided in Paragraphs 1045 and 1049, or may elect to be placed into part-time or on-call status displacing a less senior part-time or on-call employee. Whether said employee will continue to be employed will depend upon available part-time or on-call work and said employee's relative part-time or on-call seniority.
- 1013 A full-time employee who is unable to retain a part-time or on-call position within the medical center will be laid off.
- 1014 Prior to displacing an employee as a result of a closing of an entire medical office facility which results in the elimination of an entire classification, the Employer will seek to place the affected employee(s) into vacant positions for which they qualify.
- 1015 The above notwithstanding, the following language shall only apply in the event of a reduction in force caused by the closing of an entire medical office facility which results in the elimination of an entire classification. Where a full-time employee cannot displace a least senior employee in her/her current classification/entity and said employee cannot displace a part-time or on-call employee per Paragraph 1012, then such employee may displace the least senior employee in any former classification (former department) covered by this Agreement. For the purposes of this paragraph only, an employee may use bargaining unit seniority to determine displacement rights. An employee must also satisfy all current job requirements before such displacement may occur.

- 1016 A part-time employee who has been displaced or whose position has been eliminated due to a force reduction may exercise seniority (applying job classification service) to displace the least senior part-time employee on the same shift in the same classification within the entity.
- 1017 A part-time employee who is unable to retain a part-time position on the same shift within the same job classification and entity, may exercise seniority (applying job classification service) to displace the least senior part-time employee in the same classification within the entity.
- 1018 A part-time employee who is unable to retain a part-time position in the same job classification within the entity may exercise seniority rights as provided in Paragraphs 1045 and 1049 or may elect to be placed into on-call status displacing a less senior on-call employee. Whether said employee will continue to be employed will depend upon available on-call work and said employee's relative on-call seniority.
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- 1019 A part-time employee who is unable to retain an on-call position within the medical center will be laid off.
- 1020 An on-call employee who has been displaced or whose position has been eliminated due to a force reduction may exercise seniority (applying job classification service) to displace the least senior on-call employee on the same shift in the same classification within the entity.
- 1021 An on-call employee who is unable to retain an on-call position on the same shift within the same classification and entity, may exercise seniority (applying job classification service) to displace the least senior on-call employee in the same classification within the entity.
- 1022 An on-call employee who is unable to retain an on-call position in the same classification within the entity may exercise seniority rights as provided in Paragraph 1045 and 1049.
- 1023 An on-call employee who is unable to retain any position within the medical center will be laid off.

- 1024 Prior to displacing an employee as a result of a closing of an entire medical office facility which results in the elimination of an entire classification, the Employer will seek to place the affected employee(s) into vacant positions for which they qualify.
- 1025 The above notwithstanding, the following language shall only apply in the event of a reduction in force caused by the closing of an entire medical office facility which results in the elimination of an entire classification. An on-call employee who is unable to retain a position in the same classification per Paragraph 1021 may displace the least senior on-call employee in any former classification (former department) covered by this Agreement. For the purposes of this paragraph only, an employee may use bargaining unit seniority to determine displacement rights. An employee must also satisfy all current job requirements before such displacement may occur.
- 1026 An employee who is displaced by a more senior employee during the course of a force reduction may exercise seniority as provided in this reduction in force procedure.
- 1027 An employee holding recall rights will have first right of recall to the job classification within the entity and medical center from which displaced. Recall rights for active employees shall be limited to a period of time equal to said employee's continuous service, or two (2) years, whichever occurs first.
- 1028 When it becomes necessary to reduce force on a temporary basis because of a reduced work load, force will be reduced by shift and department, or units where departments are subdivided into units.
- 1029 Employees will be reduced in order of reverse seniority and notified of nonavailability of work in the following order:
- First: Employees on overtime.
 - Second: On-call float pool employees.
 - Third: On-call employees from other departments/units.
 - Fourth: On-call employees from said department/unit not on set schedules.

- Fifth:** On-call employees from said department/unit on set schedules.
- Sixth:** Temporary part-time employees from other departments/units.
- Seventh:** Temporary full-time employees from said department/unit.
- Eighth:** Part-time employees from other departments/units or part-time floats.
- Ninth:** Part-time employees from said department/unit
- Tenth:** Full-time employees from other departments/units or full-time floats.
- Eleventh:** Full-time employees from said department/unit.

- A. Employees identified in steps one (1) through ~~seven (7)~~ of the order of displacement shall not have displacement rights in other departments/units when affected by involuntary cancellation.
- B. Employees affected by involuntary cancellation identified in steps eight (8) through eleven (11) in the order of displacement shall have the right to exercise seniority to displace the least senior employee on the same shift within established modules.
- C. Involuntary cancellation modules will be established by the Employer. Any modification of these involuntary cancellation modules will require a thirty (30) calendar day notice to the Union. Upon receipt of said notice the Union may request a meeting with the Employer to discuss the effects of said change. The Employer agrees that said changes will not be arbitrary or capricious.
- D. Involuntary cancellations will be based upon inverse seniority and qualifications. Involuntary cancellations of part-time, on-call and other personnel will be performed consistent with the provisions of Paragraph 1029.

- 1030 Employees on layoff status with active recall rights may submit a written application (transfer request) (as required by Paragraph 1031) to any job vacancy a location represented by United Steelworkers of America, Local 7600, and if otherwise qualified for the position, will be preferred over outside applicants. An employee who changes Medical Centers by application of this provision will forfeit recall rights to said employee's former Medical Center.
- 1031 Posting and Filling of Permanent Job Vacancies
- 1032 Notice of all permanent full-time, part-time, and/or on-call job vacancies will be posted for a period of seven (7) calendar days at the Medical Centers (Fontana/Riverside) where the vacancy occurs. Further, such notices will also be posted, for the same seven (7) day period, in the Human Resources Office of the non-originating Medical Center (Fontana or Riverside).
- 1033 During this period it will be the responsibility of interested employees to make written application for consideration to such permanent vacancy to the Human Resources Office.
- 1034 Member Service Area (MSA) on-call positions will be posted by Medical Center. In addition to MSA positions, volunteers within classification may be utilized at locations throughout the MSA.
- 1035 Absence of written application for consideration to permanent job vacancy on the part of an employee will imply non-interest in the vacancy.
- 1036 Employees who may be absent for justifiable reasons (vacation, sick leave, personal leaves of absence, etc.) may submit a notice of interest in a specific job vacancy at the beginning or during the period of their absence. Should such a vacancy occur, the employee will be considered for such, based on their seniority. Failure to submit said notice of interest would indicate that the employee is waiving all rights to any vacant position that occurs during their absence. In cases where the employee has indicated an interest in multiple positions and more than one such position is posted at the same time, the Employer will attempt to contact the employee to determine which applicable position would be

their primary choice. Employees who are granted transfers must be available for work within sixty (60) calendar days after transfer is awarded. Union and management may meet to discuss reducing or extending time limits based upon mutual agreement.

1037 Awarding of Permanent Job Vacancies

1038 Permanent job vacancies will be awarded on the basis of seniority and qualifications in the following order except as provided in Paragraph 1041.

A. Lateral Moves

B. Transfers

1039 If permanent job vacancies remain after exhausting the provisions of Paragraph 1038, then qualified employees who have submitted a timely Transfer Request from either Fontana or Riverside Medical Centers, will be preferred over applicants not covered by this Collective Bargaining Agreement. Should two (2) or more employees apply, seniority shall prevail by bargaining unit service.

1040 Lines of progression have been established in departments as identified in Appendix D. Either party may request establishing additional lines of progression. Such lines of progression shall first be reviewed by the Seniority Committee and may then be implemented after approval of the International Staff Representative and the Manager of Labor Relations (or designee).

1041 Permanent job vacancies in departments with lines of progression will be awarded on the basis of seniority and qualifications in the following order:

A. Employees within the classification and department (using classification seniority).

B. Employees in identified classifications within the department (using bargaining unit seniority).

- 1042 For a temporary reduction in force, the provisions in Article X, Paragraphs 1028 and 1029 shall apply.
- 1043 Procedures for the filling of daily "move-ups" will be established for each department on an individual basis. The Employer will establish these procedures, giving consideration to the input of the employees within the department. Established procedures will be reviewed with the Seniority Committee prior to implementation.
- 1044 If permanent job vacancies remain after exhausting the provisions of Paragraph 1041, then the provisions of Paragraphs 1038 and 1039 apply.
- 1045 Lateral Moves
- 1046 A lateral move is defined as a change in job assignment within a classification, such as a change in medical center, department, entity, location, shift, scheduled days off, status, or combinations thereof.
- 1047 When a permanent job vacancy involving a lateral move occurs, the most senior qualified employee in the job classification, who makes written application for consideration shall be entitled to the permanent vacancy, however, all employees holding recall rights to such job will have first right of recall.
- 1048 An employee will be entitled to return to their former job assignment within seven (7) working days or fourteen (14) calendar days whichever occurs first at the employee's discretion, when granted a job opening within the same classification. Additionally, where an employee in the classifications of Medical Assistant I, Medical Assistant II, Hospital LVN, Clinic LVN, or Lead classification for any of these previously mentioned classifications, makes a lateral move involving a change in department, facility, or unit, the Employer may, for justifiable reasons, return said employee to their former job assignments within a thirty (30) calendar day period. Employees in these specific job classifications will also be entitled to return to their former job assignment within thirty (30) calendar days. Where there are other qualified bidders for the vacated position, it will not be reposted but will be assigned to the next senior qualified

bidder. In those cases where there is only one bidder, the job will be reposted in accordance with Paragraph 1032.

1049 Transfer Procedure

1050 A transfer is defined as any change in job classification.

1051 Upon completion of one (1) year service in the original hiring department, employees will be considered for transfer to job vacancies based on seniority (applying bargaining unit service) and qualifications prior to new hires being employed. Employees desiring a transfer must follow the provisions of Paragraph 1031.

1052 Within the first sixty (60) calendar days after transfer, the Employer may return the employee to the former job for just reason or the employee may return to the previous job upon personal request. For part-time and on-call employees, the time frame will be ninety (90) calendar days. The return period for all employees will be automatically extended by any absences of one (1) week or more. Any resultant vacancies will be considered contingent permanent assignments pending completion of the probationary period by the original transferring employee. If said employee returns or is returned to the former job within the probationary period, all employees holding contingent permanent assignments shall return to their former positions and status. This same procedure shall apply to any employee who is awarded a resultant vacancy.

1053 An employee transferred for their own convenience, or for the convenience of the Employer, from one job classification to another job classification and who is subsequently laid off or displaced from all jobs in the second job classification shall have the right to return to the prior job classification with accumulated seniority to the job from which originally transferred. The returned employee will be entitled to displace the less senior employee in the original job where qualified, and must have seniority over any incumbent. Such employee shall hold seniority rights only in the job classification from which, and the job classification to which the transfer is made, and seniority rights in any previous job classification shall terminate upon such transfer.

- 1054 Should a transferred employee elect to take a voluntary layoff from the new job classification rather than exercise seniority to take another job in that job classification, the employee's seniority rights in the original job classification shall continue; such employee shall have only the right to be called back to openings in the job classification from which the voluntary layoff occurred.
- 1055 Should an employee exercise all seniority rights but still be laid off, the employee shall be entitled to be recalled by seniority to the jobs for which qualified, and for which valid recall rights are held in either job classification.
- 1056 Application of Super Seniority
- 1057 Should an employee submit Transfer Requests to more than one (1) position and be denied an opportunity to transfer to any of the applied for positions because of undue dilution, said employee shall be granted super seniority to all positions applied for which he/she would have been the prevailing applicant. Once said employee exercises super seniority to any position, the super seniority benefit to other positions shall terminate.
- 1058 Transfer and Lateral Move Restrictions
- 1059 Employees will be eligible to change job assignments, permanent transfers no more than once within a one (1) calendar year period (except where lines of progression are in place) and lateral moves no more than twice within a one (1) calendar year period.
- 1060 Instances in which the employee accepts a transfer or lateral move and thereafter withdraws request or voluntarily returns to their former position will count for purposes of Paragraph 1059, but instances in which the employee is returned by the Employer will not.
- 1061 Employees who have a current Final Warning - Three (3) Day Suspension disciplinary action may be denied a transfer and/or lateral move until expiration of said disciplinary action. (This language applicable to the time period prior to April 1, 2002.)
- 1062 Posting and Filling of Temporary Job Vacancies

- 1063 Any temporary full-time or part-time vacancy shall be filled from on-calls within the job classification, except for full-time employees within job classification bidding for shift or days off preference. If such temporary full-time vacancy will be for an anticipated duration of more than thirty (30) calendar days, such vacancy will be filled according to Paragraph 1031. All temporary on-call vacancies shall be filled from the on-call list regardless of duration.
- 1064 Employees shall be eligible for temporary transfers no more than twice within any one (1) calendar year, not counting temporary transfers from on-call to part-time or full-time.
- 1065 The requirement to fill a temporary vacancy according to Paragraph 1031 applies only to the original vacancy.
- 1066 Rights on Refusal of Lower-Rated Jobs
- 1067 An employee who is displaced from his/her job classification shall not be obligated to exercise seniority rights to take a downgrade, but may elect to take a layoff from said job classification. An employee taking layoff shall have the right to exercise recall seniority rights to any permanent job vacancies in said job classification. Said laid off employee shall be entitled to displace any employee who continues to be employed in said job classification or who becomes employed thereafter.
- 1068 If the employee on voluntary layoff is later offered a lower-rated job than the job from which laid off, but refuses to accept the lower job, the employee shall not lose recall rights to the job from which laid off.
- 1069 In the event such laid off employee later accepts a lower-rated job, there shall be no loss of recall rights to the higher rated job from which he/she was laid off. Thereafter, the employee shall be entitled to exercise seniority rights whenever a vacancy occurs in his/her job classification.

- 1070 **Employment in Another Job Classification After Layoff**
- 1071 An employee who is laid off from a job does not lose recall rights to vacancy in such job to which the employee is entitled through seniority and qualifications, by reason of acceptance of another job. However, if the employee is notified of a vacancy/recall in a job to which entitled, by seniority and ability, the employee shall elect within two (2) working days either to take such vacancy or to remain in the job as then assigned. If the employee elects to remain in the job, then all seniority rights in the job from which laid off and any prior job in which the employee may hold seniority rights shall terminate.
- 1072 If an employee, having been laid off, is employed in another job classification and is laid off from the latter job classification, the employee shall maintain seniority and recall rights only in the job classification from which first laid off, and shall have no recall rights in the job classification from which the latter layoff occurred.
- 1073 If an employee, having been laid off from one job classification is employed in another job classification, but resigned from the latter job classification, or is discharged therefrom by reason of inability to perform the work, or lack of physical fitness, the employee shall maintain seniority rights in the job classification from which first laid off.
- 1074 **Seniority Committee**
- 1075 A Seniority Committee, comprised of representatives of the Union (two (2) from Riverside Medical Center, two (2) from Fontana Medical Center and two (2) from other locations represented by United Steelworkers of America, Local 7600,) and six (6) representatives of the Employer (two (2) from Riverside Medical Center, two (2) from Fontana Medical Center), and two (2) from other locations represented by United Steelworkers of America, Local 7600, such as the Corona Call Center, Corona Data Center, and Ontario Regional Records Retention Center) shall be established for the purpose of reviewing as necessary any seniority related issues as presented by either party with the objective of resolving such issues. The Committee will not consider grievances. The Committee shall have no authority to

modify existing seniority practices, but may jointly recommend such changes to the Employer's Manager of Labor Relations, or designee, and the International Union for final approval.

1076 Seniority List

1077 Each November 1, a seniority list will be published for each seniority section indicating each employee's classification seniority within the Medical Center and at all locations represented by United Steelworkers of America, Local 7600, such as the Corona Call Center, Corona Data Center, and the Ontario Regional Records Retention Center dates and 7600 bargaining unit seniority date. The Employer shall establish seniority sections within the Medical Center in which seniority shall apply. Once established, seniority sections may be changed by agreement between the parties. Failing agreement, the Employer may implement a change in sections however the Union may challenge any unilateral change by the Employer through the grievance procedure.

1078 Determination of Seniority Within a Classification

1079 Unless established elsewhere in this agreement, an employee's measure of continuous service for purposes of seniority shall be determined on the basis of job classification seniority within the Medical Center or another location represented by the United Steelworkers of America, Local 7600, such as the Corona Call Center, Corona Data Center or Ontario Regional Records Retention Center. An employee's job classification seniority date shall mean the continuous period of employment measured from the date last entered the classification within the Medical Center.

1080 Bargaining Unit Seniority

1081 Bargaining Unit Seniority is defined as the continuous period of employment measured from the date the employee last entered the Local 7600 Bargaining Unit.

1082 Where two (2) or more employees hold the same job seniority date in a given classification, the employee with the earliest continuous service date shall be determined as having the earlier job seniority date. In the event the above dates are the same, the

earliest submission date of the employment application form from which hired shall prevail.

1083 In the event the preceding steps are insufficient to determine a relative seniority date, the parties agree to an immediate meeting to discuss this problem and to arrive at an equitable and mutually agreeable solution.

1084 Loss of Seniority

1085 There shall be no deduction of seniority for any time lost which does not constitute a break in continuous service. Continuous service is broken by:

Voluntary termination of employment.

Discharge for cause.

Failure to report for work within ten (10) days after written notice, by registered mail to the employee's last known address, upon recall from layoff. The ten (10) days shall commence to run on the day the written notice to return to work is mailed to employee's last known address.

Absence due to a compensable disability incurred during the course of employment, which continues more than thirty (30) days beyond the termination of the period of which the statutory compensation is payable, or beyond the period used in calculating a lump sum payment. The Employer agrees to notify the employee by registered mail one (1) week prior to such termination.

Absence from work due to layoff which exceeds a period of time equal to said employee's continuous service, or two (2) years, whichever occurs first.

Absence from work due to a personal disability which exceeds the time limits specified in Paragraph 1328.

Retirement.

.Transfer out of the bargaining unit.

Failure to report to work as scheduled following an authorized leave of absence.

1086 Personnel Records Controlling

1087 The records of the Human Resources Office shall be controlling and shall be accepted as correct by both the Employer and the Union in the determination of pertinent dates. The records of the Payroll Department shall be resorted to only as it is necessary.

1088 Notice of Vacancies

1089 The Human Resources Office will advise the local Union president and/or a member of the Grievance Committee in writing of all job vacancies, permanent, part-time on-call and temporary. Such notice will be given within a reasonable period of time depending on the circumstances.

1090 Absenteeism

1091 In recognition of the difficulties imposed upon the Employer through failure of employees to comply with working schedules, any employees reporting late for, or absenting themselves from work without just cause, may be disciplined by the Employer subject to the provisions of this Agreement or the National Agreement. Employees shall give prior notice to the Employer whenever they either report late or absent themselves from work.

1092 Days Off and Shift Preference

1093 Seniority will be used in pre-scheduling days off, start times by shift, and for shift preference, in job classifications but only to the extent that it will not adversely affect or impair the efficiency of the operation.

1094 Seniority Limitations - On-call and Temporary Employees

1095 The seniority provisions as set forth apply to all full-time and part-time employees. On-call and temporary employees shall have the following limitations applied to the seniority provisions.

- 1096 Temporary employees shall not accumulate seniority or fill vacancies except for vacancies not otherwise filled, and then for a specific time not to exceed ninety (90) calendar days.
- 1097 Temporary vacancies within existing job classifications not filled according to established seniority provisions shall be filled by senior on-call employees assigned to the job classification where the vacancy occurs.
- 1098 On-call Seniority Provisions
- 1099 The following seniority provisions shall be applicable to on-call employees:
- 10-100 On-call employees shall have rights to full-time and part-time vacancies within their job classifications on the basis of seniority, meets the requirements of the job posting and physical fitness in accordance with the Seniority Provisions.
- 10-101 Employees involuntarily transferring from full-time and part-time to on-call status will be placed on the on-call list on the basis of their job classification seniority.
- 10-102 Employees unable to continue in a full-time or part-time status due to extenuating circumstances will be considered for on-call status on an individual basis subject to review and determination by the Employer and the Union.
- 10-103 Retention of Certain Employee Benefits by Transferees
- 10-104 The Employer agrees that employees transferring to a location represented by United Steelworkers of America, Local 7600, such as the Corona Call Center, Corona Data Center, and Ontario Regional Records Retention Center from other Kaiser Permanente Medical Care Programs will be entitled to retain their length of service, from most recent date of hire, for purposes of accruing vacation and accumulating sick leave.
- 10-105 The Employer agrees that employees who transfer from one of the Employer's facilities, who are provided pension benefits under an Employer's Pension Fund, to the Employer Fontana Pension Fund without interruption of continuous service with the

Employer, will receive full service credit to determine retirement eligibility. Employees who transfer from the Employer's Fontana Pension Fund without interruption of continuous service, to one of the other Employer's facilities, who are provided pension benefits under another Employer's Pension Fund will receive full service credit to determine retirement eligibility. The employees' pension benefit will be calculated upon the amount of credited service and level of benefit in effect at the time of retirement under each appropriate Employer's Pension Fund.

10-106 The above pertains only to bona fide prearranged transfers.

10-107 Automation and/or Technological Change

10-108 The Employer and the Union will carefully review the status of any employees displaced by automation and/or technological change. The Employer will review the status of employees affected by such changes in order to provide suitable retraining or alternate employment wherever practicable. Any mutually agreed placement shall not be construed to violate this Agreement.

10-109 Return to Bargaining Unit

10-110 Employees who are promoted or transferred out of the bargaining unit to a non-bargaining unit position within an area represented by the United Steelworkers of America, Local 7600, shall have full return rights to their formerly held job and lower rated jobs in the bargaining unit, provided such return occurs within a thirty (30) calendar day period.

10-111 Returns may be made for any reason.

10-112 Seniority will continue to accrue to the promoted or transferred employee for up to thirty (30) calendar days after leaving the bargaining unit.

1100 ARTICLE XI - GRIEVANCES AND ARBITRATION

1101 This Article, which shall be available to both the Union and the Employer, is to provide for the presentation and equitable adjustment of grievances. Should any difference(s) arise between the Employer and the Union relating to wages, hours of work, or

other conditions of employment of any employee or group of employees, the dispute shall be disposed of in accordance with the provisions of this Article or in accordance with the provisions of the National Agreement.

1102 **Grievance Procedure**

1103 A grievance must be presented within twenty-one (21) calendar days after the occurrence of the grievance in order to be considered timely.

1104 **Step One**

1105 An employee who believes that a justifiable request or complaint exists will first discuss the request or alleged complaint in a meeting with the immediate supervisor in an attempt to resolve the problem. The Grievance Committeeperson may be present as the employee wishes. The supervisor shall give the aggrieved employee a verbal answer within twenty-four (24) hours of the initial complaint meeting.

1106 In the event the complaint is not adjusted to the satisfaction of the employee, the grievance shall be reduced to writing within five (5) calendar days on forms provided by the Employer, and signed by the employee and the Grievance Committeeperson. The completed grievance will be dated, and delivered to the supervisor by the Grievance Committeeperson.

1107 The supervisor must then answer, sign and date the grievance and return the Union's copies to the Grievance Committeeperson within seven (7) calendar days following the date the issue was presented in writing to Step One.

1108 **Step Two**

1109 In the event the grievance is not settled in Step One, a written notice of appeal to Step Two shall be served within seven (7) calendar days following the Step One answer. The appeal shall state the subject matter of the grievance, give the identifying number, and the objections of the appealing party to the previous answer.

- 1110 A Step Two grievance hearing will be held on a mutually agreeable date usually not more than fifteen (15) calendar days following the appeal. The Step Two hearing must include the Hospital Administrator or designee and/or Clinics Administrator or designee, the Human Resources Department Representative, and the Grievance Committee, the grievant and any others the parties feel are knowledgeable toward the full presentation of information.
- 1111 Minutes may be kept on Step Two meetings by the respective parties at their discretion.
- 1112 Unless mutually extended, the Employer will have ten (10) calendar days in which to give its answer to the Step Two hearing.
- 1113 Step Three
- 1114 If the grievance is not settled in Step Two, a written notice of appeal to Step Three shall be served within seven (7) calendar days following answer of the grievance in Step Two. The appeal notice shall again state the subject matter of the grievance, give the identifying number, and the objections of the appealing party to the previous answer.
- 1115 A Step Three grievance hearing shall be held upon a mutually agreeable date usually not more than fifteen (15) calendar days after appeal. Representatives of the Employer's Regional offices and representatives of the International Union, or their designees, shall conduct a hearing with the purpose of attempting to settle the grievance.
- 1116 In addition to the International Union Representatives who participate in Step Three of the grievance procedure, the Grievance Committee will be permitted to participate. Other Company and/or Union witnesses who may participate in this step will do so only to the extent of the presentation of evidence pertinent to resolving the problem.
- 1117 Either party may request a further statement of facts to be made available not later than five (5) calendar days preceding the date for the Step Three meeting.

1118 The total number of meetings required in Step Three to reach a satisfactory conclusion shall be determined jointly between the representatives of the parties.

1119 Unless mutually extended, the Employer will have fifteen (15) calendar days following the final hearing in which to give its answer to the Step Three hearing.

1120 Mediation

1121 The parties agree to the utilization, for selected grievances, of the following mediation procedure. Such process should occur following the Employer's Step Three response and prior to Union submission to arbitration.

- A. A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.
- B. The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one-day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The parties may select more than one (1) mediator to serve in future sessions, and if such is done, the mediators will rotate one-day assignments, unless removed.
- C. The expenses and fees of the mediator shall be shared equally by the parties.
- D. Attendance at mediation sessions shall be limited to the following:

UNION: Spokesperson
Grievance Chairperson
Grievant

EMPLOYER: Spokesperson
Human Resources Representative

OBSERVERS: Either party may invite observers limited to a reasonable number who shall not participate in the mediation process.

- E.** Neither attorneys nor court reporters nor any other type of note takers shall be allowed to be present at the proceedings.
- F.** The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- G.** Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.
- H.** The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one party.
- I.** 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.
- J.** The mediator's verbal opinion shall be given strong consideration, and should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.

- K. If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the parties are free to arbitrate.
- L. If the grievance is arbitrated, the mediator shall not serve as the arbitrator, and nothing said nor done during the mediation process, either by the parties or the mediator, shall be used during arbitration.
- M. The grievant will be permitted time off from work subject to staffing availability to attend mediation proceedings and without loss of pay.

1122 Step Four - Arbitration

- 1123 If the grievance is not satisfactorily settled at Step Three, a written notice of appeal to arbitration shall be made within fifteen (15) calendar days of the Step Three answer. The appeal notice shall once again state the subject matter of the grievance, give identifying number, and objections of the appealing party to the previous answer.
- 1124 By separate agreement the parties have selected a panel of nine (9) arbitrators.
- 1125 In the event the panel is discontinued, an arbitrator may be appointed by mutual agreement of the parties. If mutual agreement cannot be reached on the selection of an arbitrator, it is agreed that the parties will jointly make request to the Federal Mediation and Conciliation Service for a panel of arbitrators.
- 1126 The expenses and salary of the Arbitrator shall be shared equally by the Employer and the Union.
- 1127 The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms or conditions of this Agreement.
- 1128 The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall render a decision within thirty (30) calendar days after the matter has been finally submitted, unless the parties mutually extend such time limits.

1129 General

1130 Grievances by the Employer, and grievances of a general nature by the Union shall be initiated directly in Step Two. Grievances involving the administration of the pension or other insured fringe benefits shall be initiated at Step Two.

1131 Steps One or Two may be waived by mutual agreement of parties.

1132 Failure of either of the parties to comply with the existing time limits in answering any step of the grievance procedure will result in automatic appeal of the grievance to the next higher step of the grievance procedure. The above does not exclude mutual agreement to waive time limits at any of the steps of the grievance procedure in the event there are extenuating circumstances affecting either of the parties.

1133 Problems which may arise from time to time regarding work load shall be brought by the employee or the Union on such employee's behalf to the appropriate department head or supervisor for discussion and resolution. In the event the matter is not resolved it may be introduced into the grievance procedure at Step Two.

1134 The President of the Local, or designee, and the Grievance Committee Chairperson, or designee, shall not lose pay through their participation in grievance or disciplinary meetings with Management. For Step Two and Step Three grievance meetings one (1) additional Union representative will not lose pay as a result of their participation in the grievance meeting.

1200 ARTICLE XII - DISCHARGE CASES

1201 The Employer may conclude that an employee's conduct justifies discharge. If the employee believes the discharge is unjust, the employee may request a discharge hearing by filing a Step Two grievance. The hearing will take place within seven (7) calendar days of discharge.

1202 Nothing shall preclude the employee from discussing the discharge with the immediate supervisor or department head,

with or without the Grievance Committee person present prior to the filing of such grievance.

- 1203 At the discharge hearing, the facts concerning the case shall be made available to both parties. Following the hearing, the Employer will render a decision in accordance with the regular procedure of Step Two of the Grievance Procedure. The decision may be to reverse the discharge, depending upon the facts of the case.
- 1204 If the discharge is revoked, the employee shall be returned to employment and receive full compensation at his/her regular rate of pay for the time lost less any disciplinary suspension. In the event the Employer does not revoke the discharge, the employee may within seven (7) calendar days, appeal the grievance to Step Three.
- 1205 Additional decisions and appeals may be made in accordance with the remaining steps of the Grievance Procedure. Should it be determined by the Employer in Step Two or Three, or by the Arbitrator at Step Four, that the employee has been discharged without just and sufficient cause, the employee shall be reinstated. Such reinstatement may be with full back pay, no back pay or partial back pay as mutually agreed to by the parties or as determined by the Arbitrator.
- 1206 The Employer and Union agree that investigatory suspension will only take place when the Employer has reason to believe that the employee should be removed from the working environment in order to ensure employee, patient and visitor health, safety and well-being, or to protect the assets of the Organization. Under normal circumstances, the investigatory suspension shall be no longer than seven (7) calendar days.
- 1207 The Employer must notify the Union when an investigatory suspension is likely to exceed seven (7) calendar days.
- 1208 The foregoing shall not preclude a compromise settlement of a discharge case mutually agreed upon by the Employee and the Union.

- 1209 Notice of Disciplinary Action
- 1210 The Employer agrees to remove from an employee's personnel records, or any other file, any Notice of Disciplinary Action and/or memos for incidents of unsatisfactory performance for which there has been no recurrence of the same nature for one (1) year. Said one (1) year period shall commence on the date the Notice of Disciplinary Action and/or memo was issued, and will automatically be extended by any absences of sixty (60) consecutive calendar days or more for a period of time equal to the duration of said absence.
- 1211 Employees will be made aware of counseling notices, and other memorandum which pertain to disciplinary action(s).
- 1212 Discipline shall be administered in a timely manner.
- 1300 ARTICLE XIII - LEAVES OF ABSENCE
- 1301 Eligibility
- 1302 Leaves of absence without pay may be granted to full-time, part-time and on-call employees at the discretion of the Employer. All requests for leaves of absence by employees shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence (not to include Family Leave of Absence), an employee must have at least six (6) calendar months of continuous service. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the Medical Leave of Absence.
- 1303 Personal Leave of Absence
- 1304 Personal Leaves of Absence without pay may be granted for justifiable reasons, subject to the eligibility requirements, for specific time periods not to exceed thirty (30) calendar days. Under extenuating circumstances, the Employer shall give consideration to extending Personal Leaves of Absences. However, such extensions shall be granted at the discretion of the Employer and shall not exceed thirty (30) calendar days. Personal leaves of absence for situations covered by Family

Leave will not be considered until the provisions described in the Family Leave Section have been exhausted.

1305 Medical Leave of Absence

1306 Upon the exhaustion of accrued sick leave, Medical Leaves of Absence, without pay, for nonoccupational related disabilities, including conditions related to pregnancy, shall be granted subject to the eligibility requirements for the period of disability, provided the employee furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of the disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

1307 Employees with six (6) months or more but less than one (1) year of continuous service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed ninety (90) calendar days. Employees with one (1) year or more but less than three (3) years of continuous service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed one hundred eighty (180) calendar days. Employees with three (3) or more years of continuous service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed three hundred sixty-five (365) calendar days.

1308 Under extenuating circumstances, an employee may request and the Employer may grant an extension to the maximum period of Medical Leave of Absence. However, the granting of such an extension is at the sole discretion of the Employer.

1309 No employee will be compelled by the Employer to take vacation time during a period of Medical Leave. However, at the point an employee's sick leave account is exhausted during an extended medical absence of more than thirty (30) calendar days, accrued vacation hours may be converted to sick leave hours, in forty (40) hour increments, at the request of the employee. In extenuating circumstances, the Employer may waive the prior notification requirement. Such vacation hours are considered converted sick leave hours rather than accrued sick leave hours.

1310 Occupational Injury or Illness Leave of Absence

1311 Commencing on the first (1st) 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 two (2) years. The two (2) year calculation period shall commence on the date the employee exhausts Sick Leave benefits. Such leaves shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician.

1312 The Employer will place employees released to return to work from an occupational injury or illness without medical restrictions, to their former position at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.

1313 The Employer will place employees released to return to work from an occupational injury or illness on a temporarily restricted basis in their former job, provided the employee can perform the essential functions of the position in light of the medical restrictions or, if said-restriction(s) relate to a disability protected by the Americans With Disabilities Act, as a reasonable accommodation, in an appropriate alternate position at their regular rate of pay. Other bargaining unit employees shall not be displaced in the accommodation process. The Union will be notified of any such temporary assignments out of job classification.

1314 The Employer will place employees released to return to work from an occupational injury or illness on a permanently restricted basis in their former job provided the employee is physically capable of performing the essential functions of the position. If the employee is unable to perform the essential functions of their former job, that employee may then exercise seniority rights as provided in this Agreement. Where appropriate, the Employer will provide all reasonable accommodations 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.

- 1315 An Occupational Injury or Illness Leave of Absence shall be extended throughout any period of temporary disability or permanent disability for a period not to exceed thirty (30) days after the employee has been awarded a permanent disability by the Workers' Compensation Appeals Board.
- 1316 Upon release by the attending physician for occupational injury or illness, the Employer may request that the employee provide a return-to-work authorization containing the name of physician, signature, clarification of disability, and date released to return to work, within sufficient time to enable the Employer to conduct an analysis of essential functions and reasonable accommodations, if any.
- 1317 Military Leave of Absence
- 1318 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 without pay. In those cases where employees are in a reserve status and serve an annual two (2) week commitment, employees may request and receive vacation pay for the period of absence, if otherwise eligible. In no case will employees receive pay, other than vacation pay, for a Military Leave of Absence. Prior to the granting of Military Leave or vacation as referred to herein, the Employer may require an employee to submit a copy of the appropriate military orders.
- 1319 The Employer shall accord to each employee who applies for reemployment, after conclusion of his/her military service, such reemployment rights as he/she 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.
- 1320 Military Leave Policy
- 1321 Military Leaves of Absence will be granted in accordance with the Military Leave Policy as provided for in the National Agreement.

1322 Personal Time Off

1323 Commencing on the first day of employment, where circumstances warrant, an employee may request and may receive Personal Time Off without pay for short periods of time not to exceed five (5) work days. Such requests shall not be unreasonably denied. In a verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice; and, such employees will be released from duty as soon as possible. It shall not be a condition of the granting of Personal Time Off that the employee secure his/her own replacement. Employees may not be denied Personal Time Off because they have accumulated sick leave. The Employer considers critical illness of immediate family members to be a justifiable reason to request PTO or Leave of Absence, and that unpaid time off will be granted if staffing considerations permit.

1324 Family Leave of Absence

1325 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.

1326 Return from Leave of Absence

1327 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. The Employer will reinstate employees returning from an authorized leave of absence on their next available shift unless business reasons necessitate otherwise. Such employees will be reinstated to their former job in which they were employed prior to the leave of absence. If the former job is no longer available, the employee may exercise his/her seniority rights as they existed at the time the job was modified or deleted had the employee not been on leave of absence.

1328 Employees on nonoccupational Medical Leave of Absence who are unable to return to work at the expiration of the authorized leave of absence period shall be placed on medical layoff with the following understandings:

- a. **Employees with six (6) months or more but less than one (1) year of continuous service will retain full seniority rights to his/her job for ninety (90) calendar days, and recall rights to said job classification for an additional ninety (90) calendar days thereafter. If said employee has not returned to work within such nine (9) month period, he/she will be terminated.**

- b. **Employees with one (1) year or more but less than three (3) years of continuous service will retain full seniority rights to his/her job for ninety (90) calendar days, and recall rights to said job classification for an additional ninety (90) calendar days thereafter. If said employee has not returned to work within such one (1) year period, he/she will be terminated.**

- c. **Employees with three (3) or more years of continuous service will retain full seniority rights to his/her job for one hundred eighty (180) calendar days, and recall rights to said job classification for an additional one hundred eighty (180) calendar days thereafter. If said employee has not returned to work within such two (2) year period, he/she will be terminated.**

1329 Benefits While on Medical Leave

1330 Premiums for continued Health Plan coverage (including vision benefit, Mental Health Program II and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Medical Leave and, in the case of disabilities due to pregnancy, will be paid by the Employer for a period of the leave, providing three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial authorized Medical Leave expires, according to an employee's eligibility for Medical Leave.

1331 Employees on a Medical Leave are eligible for benefit accruals of accrued Vacation and Sick Leave for one (1) month.

- 1332 **Benefits While on Occupational Injury or Illness Leave**
- 1333 Premiums for continued Health Plan coverage (including vision benefit, Mental Health Program II and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Occupational Injury or Illness Leave will be paid by the Employer during the entire period of leave.
- 1334 Employees on an Occupational Injury or Illness Leave are eligible for benefit accruals of accrued Vacation and Sick Leave for one (1) month.
- 1335 **Benefits While on Family Leave**
- 1336 Premiums for continued Health Plan coverage (including vision benefit, Mental Health Program II and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Family Leave will be paid by the Employer during the entire period of leave.
- 1337 Employees on a Family Leave are eligible for benefit accruals of accrued Vacation and Sick Leave for one (1) month.
- 1338 **Benefits While on Personal Leave**
- 1339 Premiums for continued Health Plan coverage (including vision benefit, Mental Health Program II and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Personal Leave will be paid by the Employer during the entire period of leave not to exceed thirty (30) calendar days.
- 1340 Employees on a Personal Leave are eligible for benefit accruals of accrued Vacation and Sick Leave for one (1) month.
- 1341 **Education Leave/Home Study Leave**
- 1342 Education Leave/Home Study Leave, for the purpose of maintaining and upgrading professional skills, shall be granted to those employees in classifications where a license or certificate issued by the State of California is required for employment.

- 1343 Such leave or Home Study Leave will be granted up to three (3) workdays per year for full-time employees and two (2) workdays per year for part-time and on-call employees after the completion of two (2) full years of continuous service. Pay for such leave will be at straight time. Education Leave or Home Study will not be cumulative from year to year. For the purpose of pay for Home Study, a minimum of six (6) CEU's is necessary to qualify for eight (8) hours straight time pay and an employee will not receive such pay until after they evidence that the CEU's have been credited.
- 1344 Request for such leave should be submitted to local management sufficiently in advance of the program to enable scheduling for the employee's absence. Consistent with the purposes set forth above, final approval for attendance must be obtained from local management.
- 1345 In addition, management consideration for paid leave shall be given any employee in any classification who requests permission to attend classes, seminars, workshops, etc., which shall enhance the quality of medical care and medical care support services provided at the facility.
- 1346 Those employees directed by the Employer to attend an education program shall have all costs of the program paid by the Employer and shall be compensated for all hours they would have been scheduled to work.
- 1347 Tuition Reimbursement
- 1348 The Employer's standard education tuition reimbursement program will apply to employees who are regularly scheduled to work at least twenty (20) hours a week, and who have at least six (6) months of service, and who successfully complete approved courses.
- 1400 ARTICLE XIV - HEALTH PLAN, INSURANCE, DENTAL AND PENSION
- 1401 The basic provisions for Employer provided health plan coverage, life insurance coverage, dental coverage and the pension plan

are defined as provided for in the local and the National Agreements.

1402 Employee Health Plan Coverage

1403 The Employer will provide each full-time employee with medical coverage under the Kaiser Foundation Health Plan. Health Plan Coverage for all newly hired employees and their eligible dependents will become effective on the first (1st) day of the calendar month following thirty (30) calendar days of employment. Eligible terminated employees will continue to receive Health Plan Coverage until the last calendar day of the month in which the termination occurs.

1404 An eligible employee and such employee's eligible dependents will be entitled to Employer-paid Kaiser Foundation Health Plan Coverage, which includes inpatient, outpatient, mental health benefits, vision care, prepaid prescriptions and a coordination of benefits provision. In addition, Health Plan Coverage will cover reconstructive surgery, post-surgical prosthetic devices for mastectomies and a Durable Medical/Prosthetics and Orthotics benefit consistent with benefits provided to other groups. There is a five dollar (\$5.00) co-payment for each doctor's office visit and each prescription. Office visits for mental health will have a five dollar (\$5.00) co-payment per visit after twenty (20) visits per calendar year. Effective January 1, 2002, the Employer will reimburse the five dollar (\$5.00) co-payment for the first twenty (20) mental health visits per calendar year.

1405 All non-full-time employees shall be eligible to become a member of the Kaiser Foundation Health Plan, and to purchase coverage at the established rates. Eligibility for Employer-paid coverage shall be based on actual hours worked during each calendar quarter. Calendar quarters shall be designated as follows:

January, February and March	1st Calendar Quarter
April, May and June	2nd Calendar Quarter
July, August and September	3rd Calendar Quarter
October, November and December	4th Calendar Quarter

- 1406 Any non-full-time employee who actually works two-hundred sixty (260) hours during any calendar quarter shall be eligible for Employer-paid coverage, including eligible dependents, in the following calendar quarter.
- 1407 Non-full-time employees who do not complete two-hundred sixty (260) hours of actual work in a calendar quarter will be billed through payroll deduction for Health Plan Coverage for themselves and eligible dependents on a monthly basis during the calendar quarter of ineligibility. Such monthly payments will be for coverage during the same month in which the deduction is made. Hours worked during a quarter of ineligibility will be used to determine eligibility in the following calendar quarter.
- 1408 Newly hired non-full-time employees shall become eligible for Health Plan Coverage on the first of the month following employment. Any non-full-time employee who actually works forty (40) hours during a payroll period shall be eligible for Employer-paid Health Plan Coverage, including spouse and eligible dependent children, for that payroll period. This method of eligibility shall continue until the employee has been employed for a full calendar quarter, or completes two-hundred sixty (260) hours of work by the end of the calendar quarter of hire.
- 1409 Effective January 1, 2001, eligible dependents will include spouse, domestic partner, unmarried dependent children up to limiting age twenty-five (25) without student certification, including stepchildren. Physically or mentally handicapped children (special dependent) are also covered regardless of age, provided such handicap or retardation occurred prior to the dependent children turning age twenty-five (25). Annual certification of incapacity or dependency may be required by the Kaiser Foundation Health Plan.
- 1410 Retiree Health Plan Coverage
- 1411 Early Retirement
- 1412 Kaiser Foundation Health Plan Coverage, Employer-paid, shall be provided at age sixty-five (65) to each eligible employee who retires prior to age sixty-five (65) and has fifteen (15) years or

more of service with the Kaiser Permanente Medical Care Program. However, employees who have ten (10) years of service prior to January 1, 1990 will be eligible for Employer-paid Health Plan at their Early retirement date. Coverage will also be extended to the spouse/domestic partner of the eligible retiree and for eligible dependent children until they reach limiting age. "Special dependent" children who meet the eligibility requirements will also receive health care coverage for the life of the retiree. Upon attaining age sixty-five (65), the retiree and/or spouse/domestic partner must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan coverage. Once enrolled in Medicare, the retiree and/or spouse/domestic partner will thereafter be provided Employer-paid Health Plan Coverage coordinated with Medicare. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/domestic partner. For employees hired prior to November 1, 1986, the Employer will reimburse the retiree and/or spouse/domestic partner the cost of Part B of Medicare on a quarterly basis.

1413 Disability Retirement

1414 Kaiser Foundation Health Plan Coverage, Employer-paid, shall be provided to each eligible employee who retires under disability provisions prior to age sixty-five (65). Coverage will also be extended to the spouse/domestic partner of the eligible retiree and for eligible dependent children until they reach limiting age. "Special dependent" children who meet the eligibility requirements will also receive health care coverage for the life of the retiree. Upon reaching eligibility for Medicare benefits or attaining age sixty-five (65), whichever is earlier, the retiree and/or spouse must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan Coverage. Once enrolled in Medicare, the retiree and/or spouse will thereafter be provided Employer-paid Health Plan Coverage coordinated with Medicare. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree. For employees hired prior to November 1, 1986, the Employer will reimburse the retiree and/or spouse/domestic partner the cost of Part B of Medicare on a quarterly basis.

1415 Normal Retirement

1416 Kaiser Foundation Health Plan Employer-paid Coverage coordinated with Medicare shall be provided to each eligible employee who retires at age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program, provided the employee enrolls in Parts A and B of Medicare when first eligible. Coverage will also be extended to the spouse/domestic partner of the eligible retiree provided the spouse/domestic partner enrolls in Parts A and B of Medicare when first eligible or at the spouse's or domestic partner's time of retirement. Coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent" children who meet the eligibility requirements will also receive health care coverage for the life of the retiree. An employee and/or spouse/domestic partner who does not enroll in Parts A and B of Medicare when eligible, will not receive retiree health care benefits. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/domestic partner. For employees hired prior to November 1, 1986, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis. The preceding fifteen (15) year service requirement shall apply to employees hired on or after November 1, 1986.

1417 Postponed Retirement

1418 Kaiser Foundation Health Plan Employer-paid Coverage coordinated with Medicare shall be provided to each eligible employee who retires beyond age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program and who enrolls in Parts A and B of Medicare at the time of retirement. Coverage will also be extended to the spouse/domestic partner of the eligible retiree provided the spouse enrolls in Parts A and B of Medicare at time of spouse's/domestic partner's retirement or when first eligible. Coverage shall continue for eligible dependent children until they reach limiting age. "Special Dependent" children who meet the eligibility requirements will also receive health care coverage for the life of the retiree. An employee and/or spouse/domestic partner who does not enroll in Parts A and B of Medicare at retirement will not receive health care benefits. Premiums for the

cost of Part B of Medicare shall be the responsibility of the retiree. For employees hired prior to November 1, 1986, the Employer will reimburse the retiree and/or spouse/domestic partner the cost of Part B of Medicare on a quarterly basis. The preceding fifteen (15) year service requirement shall apply to employees hired on or after November 1, 1986.

- 1419 Upon the death of the retiree, who at the time of retirement had fifteen (15) or more years of service, Employer-paid coverage shall continue according to the deceased retiree's Health Plan eligibility for the spouse until remarriage or death and for eligible dependent children until they reach limiting age. The preceding fifteen (15) year service requirement shall apply to employees hired on or after November 1, 1986.
- 1420 In the event an employee who has fifteen (15) or more 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 and eligible dependent children when said retiree would have been eligible for coverage, provided the spouse has not remarried and will continue until remarriage or death. Coverage will continue for eligible dependent children until they reach limiting age. Upon the death of the employee, a "special dependent" child who is beyond limiting age will be given the option to convert coverage. The preceding fifteen (15) year service requirement shall apply to employees hired on or after November 1, 1986.
- 1421 The Employer will make available an alternate medical plan to all eligible retirees and eligible dependents who reside outside of the Southern California Health Plan service area. Retirees who reestablish residence within the service area will be returned to the available Kaiser Foundation Health Plan Coverage within sixty (60) days of written notification of return to the Southern California Health Plan service area. Premiums for the alternate medical plan will not exceed the premiums for Kaiser Foundation Health Plan Coverage.

- 1422 Retiree Health Plan Modification
- 1423 Employees who retire and/or become eligible for Kaiser Foundation Health Plan Coverage on or after March 15, 1996, will have a five dollar (\$5.00) co-pay for each doctor's office visit and each prescription. Effective January 1, 2002, the Employer will reimburse the five dollar (\$5.00) co-payment fee for the first twenty (20) Mental Health visits per calendar year.
- 1424 Health Plan Coverage Coordinated with Medicare (On or After November 1, 1989)
- 1425 Effective November 1, 1989, the Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to all eligible retirees and/or spouses who become eligible for Medicare on or after November 1, 1989 at the time of Normal or Postponed retirement or when first eligible after Early or Disability retirement. *Should the retiree and/or spouse elect nonenrollment or to disenroll in the current Medicare coordinated Health Plan Coverage program, the retiree must pay the difference between the Employer's cost for the Medicare coordinated program and the non-Medicare coordinated coverage premiums.*
- 1426 Health Plan Coverage Coordinated with Medicare (Prior to November 1, 1989)
- 1427 The Employer will offer Employer-paid Kaiser Foundation Health Plan Coverage coordinated with Medicare to all retirees (and spouses) who become eligible for Medicare prior to November 1, 1989. Retirees who elect not to enroll in this current program will continue to receive Employer-paid Health Plan Coverage with no change in benefits. Following enrollment in the current Medicare coordinated program, if said retiree residing in the Southern California service area elects to disenroll, the retiree will receive non-Medicare coordinated coverage and must pay the difference between the Employer's cost for the current Medicare coordinated program and non-Medicare coordinated coverage premiums.

1428 Dental Plan

1429 Full-time and non-full-time employees who meet the eligibility requirements set forth for Health Plan Coverage and such employee's dependents will be provided with an Employer-paid dental plan on the first (1st) of the month following six (6) months of employment.

1430 Effective January 1, 2001, eligible dependents will include spouse, domestic partner, unmarried dependent children up to limiting age twenty-five (25) without student certification, including stepchildren and unmarried children up to age twenty-five (25). Physically or mentally handicapped children are also covered regardless of age, provided such handicap or retardation occurred prior to age twenty-five (25). Annual certification of incapacity and dependency may be required by the Kaiser Foundation Health Plan.

-1431- All newly hired employees who are eligible or become eligible for dental during their first (1st) three (3) years of employment must elect a prepaid dental program. Upon completion of three (3) years of service, an employee may elect to continue coverage in the prepaid dental or elect Delta Dental Plan during any subsequent open enrollment period.

1432 Pre-paid Dental Plans

1433 The Employer will offer pre-paid dental plans to all eligible employees. Any cost for the optional plan which exceeds the Employer's monthly cost for the Delta Dental Plan shall be borne by the employee. To determine the cost of the Delta Dental Plan, prior to April 1 of each year, the Employer will compute the monthly premium amount paid for the Delta Dental Plan by dividing the previous calendar year cost by the number of employees covered in that year, divided by twelve (12) months.

1434 After three (3) years of service, eligible employees have the option of Delta Dental. Dental coverage for basic services provides payment of seventy percent (70%) and, effective April 1, 1996, fifty percent (50%) for major services, of the usual, customary and reasonable (UCR) charges. The UCR applies to Delta Dental member dentists only. Non-Delta Dental member

dentists will be paid at seventy percent (70%) for basic services and fifty percent (50%) for major services of the Table of Allowances.

1435 The dental plan includes diagnostic and preventative benefit which pays 100% of the usual, customary and reasonable dentist's fees for the following procedures:

1. Prophylaxis (twice each year).
2. Prophylaxis with fluoride treatment.
3. Examinations.
4. Full mouth x-rays (once every three (3) years).
5. Bite-wing x-rays (every six (6) months).
6. Space maintainers (for patients under eighteen (18) in the event of a lost tooth).

This benefit applies only to Delta Dental member dentists.

1436 Orthodontia Benefit

1437 An orthodontia benefit is available for dependent children. Work must start before the child's eighteenth (18th) birthday. The benefit provides for a payment of 50% of covered services to a maximum payment of \$1,000 per child per lifetime. This maximum is in addition to the maximum allowed for other services. Non-member Delta Dental Orthodontists will be paid in accordance with a Table of Allowances for Orthodontia.

1438 Group Life Insurance

1439 The Employer will provide each full-time employee scheduled to work 32 or more hours per week covered by this Agreement with six thousand dollars (\$6,000) of Group Life Insurance coverage with a Total and Permanent Disability (T&PD) which pays out the face amount of the Life Insurance coverage in monthly installments in the event of disability, and six thousand dollars (\$6,000) in Accidental Death and Dismemberment (AD&D) coverage. These policies will be effective on the date of hire, and the premiums will be paid by the Employer.

1440 Non-full-time employees scheduled to work 20 to 31 hours per week shall be provided with a three thousand dollar (\$3,000) Group Life Insurance Policy and a three thousand dollar (\$3,000) Accidental Death and Dismemberment Policy with the premiums being paid by the Employer. Coverage shall become effective on the employee's date of hire.

1441 Employees who retire with Life Insurance under the provisions of the Kaiser Permanente Fontana Pension Plan will receive Employer-paid life insurance of three thousand dollars (\$3,000) and AD&D of three thousand dollars (\$3,000).

1442 Except for coverages continued under total and permanent disability provisions, all coverages which apply to active employees cease upon retirement or other termination of employment, subject to the provisions for conversion to individual policies.

1443 Optional Life Insurance

1444 An eligible employee may choose to purchase one of the following optional life insurance programs at the employee's cost.

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

1445 The employee must elect to purchase the optional life insurance at time of hire. Coverage will be effective on the date of hire. Full-time employees who elect coverage at a future date must provide proof of insurability.

1446 If an employee who has elected an optional life insurance program becomes totally and permanently disabled, \$10,000 in basic life coverage will be paid out in monthly installments under a total and permanent disability provision. If the employee has elected Program 2, Program 3 or Program 4, the remainder of his or her basic life coverage, not subject to the total and permanent

disability provisions, would remain in force in accordance with the duration of benefit schedule or until the employee returns to work.

1447 Pension Plan

1448 The provisions of the Pension Agreement between the parties shall be part of this Agreement. The Pension Agreement shall be under separate cover.

1449 Limitations

1450 Coverages, limitations and exclusions of the foregoing Health Insurance Plan, Dental Plan and Life Insurance Plan are established by the Employer's Agreement with the insurance carrier.

1451 Tax Deferred Retirement Savings Plan

1452 The Employer has established the Kaiser Permanente 401k to provide eligible USWA bargaining unit members with a tax deferred retirement savings plan. The future of the Plan and its provisions will be determined by the Employer.

1453 Survivor Benefit

1454 Each active full-time, part-time and regularly scheduled on-call employee will be provided a survivor benefit equal to one (1) month's base salary. This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

1500 ARTICLE XV - PART-TIME, ON-CALL AND TEMPORARY EMPLOYEES

1501 Limitations of Benefits

1502 Part-time, on-call and temporary personnel may be scheduled to work on a basis other than the normal and regular workweek in a particular department. The purpose of this Article is to specify limitations of benefits covering such employees under this Agreement.

1503 Definitions

1504 Part-time employee shall mean an employee who is regularly scheduled to work less than full-time on a pre-determined/fixed basis. All part-time positions, unless mutually agreed upon by the Union and Employer will be posted a minimum of twenty (20) hours per week. Part-time employees who volunteer for additional hours outside their posted positions will be given as much advance notice as possible of available hours; part-time employees will not be required to volunteer for or to accept additional hours.

1505 On-call employee shall mean an employee who is regularly scheduled to work a specific number of hours per day, and days per week. The on-call schedule is normally less than the number of hours per day, and per week, which the full-time employees in a department are normally scheduled to work. On-call employees will also be those employees who are called in as needed to fill vacancies resulting from absenteeism, or to assist in cases where additional work is necessary, in a specific department, and who are not normally scheduled for any particular hours per day, or days per week.

1506 Temporary employees shall mean those employees who are hired for a specific period of time, not to exceed ninety (90) calendar days, to cover vacancies resulting from vacations, illnesses, leaves of absence, and like matters. As an exception to the above, the Employer may retain a temporary employee to replace an employee who is on a single leave of absence which exceeds ninety (90) calendar days, provided notification of the extension is given to the Union in thirty (30) calendar day intervals following the ninety (90) day period. The Employer will provide notification to the Union when temporary employees are hired.

1507 Limitations

1508 The limitations of benefits as specified, contain all limitations indicated and intended by the parties, and all other provisions of this Agreement apply to all non-full-time employees.

1509 **Benefits**

1510 **Holiday Pay**

1511 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 full-time employees.

1512 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 average straight-time hourly rate of earnings in the pay period. An unworked holiday will count as a day worked in computing such pay.

1513 **On-call Employees Work Allocation**

1514 Under normal circumstances, and if sufficient work is available, the more senior employee in a unit or department shall be given first opportunity to perform such work. The parties agree that there may be situations wherein less senior on-call employees will be given first opportunity to perform such work in order to maintain an ample force of qualified on-call employees. (Cross Reference Article VII, Paragraph 730)

1600 **ARTICLE XVI - NEW OR REVISED JOBS**

1601 At such time as the Employer establishes a new job, or changes the job content of an existing job, a job description shall be written and a rate established for such new or changed job in accordance with the following procedure.

1602 Job Description and Rate

1603 When a new job is to be established or an existing job is to be revised, the Employer will advise the Union of such job prior to the assignment of an employee to the position. The Employer will prepare a job description setting forth the duties of the new or revised job.

1604 The Employer will also prepare a proposed rate to be applied to said job. Such rate shall be based upon the requirements of the job under consideration, its relation to the Employer's rate structure and to existing jobs as evaluated utilizing the Job Evaluation Manual agreed upon by the parties. A change in job duties shall not necessarily require a change in rate.

1605 Such description and proposed rate shall be presented to the Union in writing prior to the assignment of any employee to the job, or as soon thereafter as is possible, but not later than thirty (30) days after the job is established or revised. The purpose of this action will be to reach agreement with the Union concerning the content of the job description and the proposed rate.

1606 Should agreement be reached with the Union subject to the approval of the International Representative of the Union, the job and rate shall be placed in effect on a permanent basis and the rate shall not be subject to change except upon a subsequent revision of the job duties.

1607 Trial Period

1608 In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Union may use the grievance procedure in objecting to the permanent rate for the job. Any such grievance shall be based upon the Job Evaluation Manual.

1609 No grievance shall be filed until a forty-five (45) calendar day trial period has elapsed from the date the proposed rate first became effective. Any such grievance shall be filed within a twenty-one (21) calendar day period following the trial period. If no grievance is filed, the proposed rate shall become a permanent rate.

1610 Permanent Rate

1611 When the rate has been fixed by mutual agreement, or has become permanent under one of the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be deemed to be the date the job description and proposed rate were placed in effect by the Employer.

1612 Should the Union believe that a job has been changed or a new job established without use of the above procedure, the Union shall be entitled to file a grievance to secure an agreement regarding such change, in which event any change in rate shall be effective from the date such grievance is filed.

1613 The Employer will advise the Union of the implementation of all future non-bargaining unit jobs except those deemed by the Employer to be supervisory or managerial. Such notification will consist of a synopsis of the duties of the subject job.

1614 Job Evaluation

1615 The existing job evaluation program as defined in the job evaluation manual and agreed upon by both parties will be continued.

1700 ARTICLE XVII - NONDISCRIMINATION

1701 The Employer and the Union agree that there shall be no discrimination by either of the parties on account of race, religion, national origin, color, creed, sex, age, physical limitations, physical or mental handicap, veteran status or sexual preference.

1800 ARTICLE XVIII - SAFETY AND HEALTH

1801 The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and to review unsafe conditions brought to its attention for any corrective action which may be necessary. The Employer and the Union and the employees recognize their obligations and/or right under existing Federal and State laws with respect to safety and health.

1900 ARTICLE XIX - CONFIDENTIAL MEDICAL CHARTS

1901 The Employer does not condone the review and/or disclosure of contents of employee or other patient medical charts by any employee authorized access to contents of such medical charts in performance of their job duties. Supervisors will not initiate calls to physicians to discuss employee's medical problems or off-work orders.

1902 Employees whose job duties do not require any need for handling or having access to contents of medical charts will not and shall not, handle or have access to such medical charts. Any variation from this policy is a violation of confidentiality of medical records, medical ethics and specific agreement reached by the parties.

2000 ARTICLE XX - SAVING CLAUSE

2001 If any Article, Section, Paragraph, Clause or Phrase of this Agreement shall by any State, Federal or other law, or by decision of any Court, be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

2100 ARTICLE XXI - BULLETIN BOARDS

2101 The Employer will 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.

2200 ARTICLE XXII - TERMINATION DATE AND NOTICE

2201 Termination Date

2202 The terms and conditions of this Agreement shall continue in effect until 12:01 a.m., October 1, 2005, unless extended or modified by mutual agreement of the parties hereto. Notice to terminate the terms and conditions of this Agreement shall be in writing and shall be given at least ninety (90) days prior to the above date by either of the parties of this Agreement. During the

ninety (90) day period, the parties shall meet for the purpose of negotiating a new Agreement concerning wages, rate of pay, hours of work, and other conditions of employment.

2203 **Notice**

2204 Any notice to be given under this Agreement shall be given by registered mail, and if by the Employer, be addressed to the United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222, and if by the Union, to the Employer at 393 East Walnut Street, Pasadena, California 91188. Either party may by like written notice, change the address.

In witness whereof, the parties hereto affix their signatures.

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

/S/ O. Goldsmith, M.D
O. Goldsmith M.D.

/S/ Vita Willett
Vita Willett

/S/ Thomas. J. Williamson
T.J. Williamson

/S/ Kathy Sager
Kathy Sager

/S/ Dany L. Valenzuela
D.L. Valenzuela

/S/ Susan Raney
Susan Raney

/S/ Michael A. Lynd
M.A. Lynd

/S/ Barbara Gilkerson
Barbara Gilkerson

/S/ Midge Everett
Midge Everett

/S/ Veronica Brunson
Veronica Brunson

/S/ Kok Lim
Kok Lim

/S/ Susan Caulk
Susan Caulk

/S/ Michael Belmont
M. Belmont

In witness whereof, the parties hereto affix their signatures.

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

/S/ Leo W. Gerard
Leo W. Gerard
International President

/S/ James D. English
James D. English
Intl. Secretary/Treasurer

/S/ Andrew V. Palm
Andrew V. Palm
Intl. Vice President (Administration)

/S/ Leon Lynch
Leon Lynch
Intl. Vice President (Human Affairs)

/S/ Terry L. Bonds
Terry L. Bonds, Director, District 12

/S/ Wayne A. Clary
Wayne A. Clary, Sub-District Director

In witness whereof, the parties hereto affix their signatures.

NEGOTIATING COMMITTEE

/S/ Terry Bonds
Terry Bonds

/S/ Virginia Fortner
Virginia Fortner

/S/ Wayne A. Clary
Wayne A. Clary

/S/ Nan Hyatt
Nan Hyatt

/S/ Roy Wiles
Roy Wiles

/S/ Wanda Jenkins
Wanda Jenkins

/S/ Fran Garmon
Fran Garmon

/S/ Frank Silva
Frank Silva

/S/ Rosie Gonzalez
Rosie Gonzalez

/S/ Brenda Lancaster
Brenda Lancaster

/S/ Janis Thorn
Janis Thorn

/S/ Lynn Lee
Lynn Lee

/S/ Loureen Evans
Loureen Evans

/S/ John Meyer
John Meyer

Appendix A

KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS OF AMERICA LOCAL 7600

SERVICE AND MAINTENANCE JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
S&M A	No Jobs
S&M B	Dietary Aide Housekeeping Attendant Linen Room Attendant
S&M C	Dietary Storeroom Worker Mail Room Messenger
S&M D	Lead Dietary Aide Lead Housekeeping Attendant Lead Linen Room Attendant Storeroom Clerk Transportation Aide
S&M E	Courier Grill Cook Lead Dietary Storeroom Worker
S&M F	Lead Transportation Aide Storeroom Worker
S&M G	First Cook Shipping/Receiving Clerk Storeroom Worker/Driver
S&M H	Lead Storeroom Worker Pharmacy Stock Clerk

Service and Maintenance Job Family - Wage Schedules (continued)

Truck Driver

S&M I

No Jobs

S&M J

No Jobs

S&M K

Locksmith

Appendix A

KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS OF AMERICA LOCAL 7600

CLERICAL JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
C-A	Chart Room Clerk <u>Ward Clerk Trainee</u>
C-B	Dept. Clerk I Diet Clerk Dietary Cashier File Clerk Home Health Clerk I Safety and Security Clerk
C-C	Centrex Operator <u>Diagnostic Imaging</u> File Clerk <u>Lead</u> Chart Clerk Receptionist I Records Clerk I <u>Area Claims Clerk</u>
C-D	Administrative Services Clerk Anesthesia Clerk Cancer Registry Clerk Clerk Plant Services Construction Liaison Clerk Data Entry Clerk Department Clerk II <u>Dietary Systems Clerk</u> <u>Emergency Room Clerk</u> Intermediate Clerk Typist <u>Inventory Control Assistant</u> Lab/Pathology Department Clerk <u>Medical Library Clerk</u> <u>Optical Customer Host</u>

Clerical Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
	Pharmacy Assistant Receptionist II/Cash Appt. Clerk Receptionist (Radiology, Psychiatry) Records Clerk II Regional Chartroom Clerk Social Services Clerk Subpoena Clerk Surgery Scheduling Clerk
C-E	Admitting Clerk Alcoholism Clerk <u>AOU Clerk</u> Business Office Clerk <u>Diagnostic Imaging Scheduling Coordinator</u> Health Education Clerk Home Health Clerk II <u>Medical Library Technician</u> Member Health Education Clerk Membership Service Clerk <u>OHS Claims Processor I</u> Outside Case Management Clerk Psychiatric Social Clerk Respiratory Care Clerk <u>Scheduling Coordinator</u> Senior Centrex Operator Senior <u>Diagnostic Imaging</u> File Clerk <u>Volunteer Services Clerk</u> <u>Ward Clerk</u>
C-F	<u>A/P Liaison Clerk</u> Clerk Typist/Peds Home Health Clerk III Lead Clerk Plant Services Lead Data Entry Clerk Lead Pharmacy Assistant Lead Receptionist II/Cash Appt. Clerk

Clerical Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
	Lead Receptionist (Radiology, Psychiatry) Lead Regional Chartroom Clerk Lead Surgery Scheduling Clerk <u>Medical Transcriptionist I</u> <u>Membership Services Representative</u> <u>Orthopedic Liaison</u> <u>Patient Support Representative I</u> Records Clerk III <u>Senior Appointment Clerk</u> <u>Tool Crib Attendant</u>
C-G	Education and Research Secretary Education and Research Transcriber Insurance Clerk II Lead Home Health Clerk Medical Secretary Records Clerk IV Records Technician I <u>Revenue Support Clerk</u> Senior Admitting Clerk Senior Business Office Clerk Senior Membership Service Clerk Senior Psychiatric Clerk
C-H	<u>Abstract Clerk</u> Cancer Registrar Assistant Lead Records Clerk III Medical Transcriptionist II Quality Assurance Secretary
C-I	Cancer Registrar <u>OHS Claims Processor II</u> <u>Patient Support Representative II</u> Records Technician II <u>Revenue Biller</u> Senior Medical Secretary

Clerical Job Family - Wage Schedules (continued)

C-J	Lead Medical Transcriber
C-K	<u>Financial Counselor</u> <u>Lead Cancer Registrar</u> Lead Records Technician
C-L	<u>Logistics Coordinator</u>
C-M	<u>Evaluation and Management Coder</u>
C-N	<u>Health Information Coder Trainee</u>

Appendix A

KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS OF AMERICA LOCAL 7600

PATIENT CARE JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
P.C.-A	<u>Medical Assistant I</u>
P.C.-B	No Jobs
P.C.-C	No Jobs
P.C.-D	No Jobs
P.C.-E	No Jobs
P.C.-F	<u>Patient Care Assistant Trainee</u> Physical Therapy Aide II Rehabilitation Technician
P.C.-G	Patient Staff Assistant
P.C.-H	Home Health Aide Trained Aide <u>Medical Assistant II</u> Patient Care Assistant
P.C.-I	<u>Emergency Care Assistant</u> <u>Health Appraisal Assistant</u>
P.C.-J	Diet Technician <u>Podiatry Technician</u>
P.C.-K	LVN
P.C.-AA	Chemical Dependency Recovery Counselor

Appendix A

KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS OF AMERICA LOCAL 7600

TECHNICAL JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
T-A	Laboratory Aide
T-B	Anesthesia Technician EKG Technician I Laboratory Assistant
T-C	<u>Central Processing Aide</u> Central Service Technician Junior Orthopedic Technician Operating Room Aide <u>Pathology Assistant</u>
T-D	<u>Diagnostic Imaging Assistant</u> EKG Technician II Morgue Attendant Phlebotomist Tissue Assistant
T-E	Histology Technician Lead Central Service Technician Senior Operating Room Aide <u>Sterile Processing Technician</u>
T-F	Outpatient Pharmacy Technician Senior EKG Technician
T-G	<u>Lead Sterile Processing Technician</u>

Technical Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
T-H	Optometric Assistant <u>Radiology Processor Service Technician</u> Respiratory Care Technician Urology Technician
T-I	Emergency Room Technician Orthopedic Technician Surgical Technician
T-J	Inpatient Pharmacy Technician
T-K	Senior Orthopedic Technician
T-L	Cardiac Exercise Technician
T-M	No Jobs
T-N	Pulmonary Function Technician Respiratory Care Practitioner
T-O	Senior Pulmonary Function Technician
T-P	<u>Outpatient Pharmacy Technician Trainee</u>

Appendix A

KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS OF AMERICA LOCAL 7600

EQUIPMENT SERVICES JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
E.S.-A	Maintenance Attendant
E.S.-B	Plant Engineer I
E.S.-C	Biomedical Equipment Tech (BMET) Plant Engineer II
E.S.-D	Certified Biomedical Equipment Tech (CBMET) Plant Engineer III
E.S.-E	No Jobs
E.S.-F	Lead Biomedical Equipment Tech Lead Plant Engineer

Appendix A

**KAISER PERMANENTE MEDICAL CARE PROGRAM
UNITED STEELWORKERS OF AMERICA
LOCAL 7600**

CORONA DATA CENTER

**INFORMATION TECHNOLOGY JOB FAMILY
WAGE SCHEDULES**

<u>Grade</u>	<u>Job Title</u>
<u>I.T. - A</u>	<u>Courier</u>
<u>I.T. - B</u>	<u>Distribution Control Clerk</u>
<u>I.T. - C</u>	<u>Peripheral Control Clerk</u>

Appendix B
U.S.W.A., LOCAL 7600
Wage Rates
Effective October 1, 2001

SERVICE AND MAINTENANCE JOB FAMILY

GRADE	START	6 MO	1 YR	2 YR	3 YR	5 YR	10 YR	15 YR	20 YR	25 YR
SM-A	\$8,824 \$1,529	\$9,265 \$1,606	\$9,727 \$1,686	\$10,214 \$1,770	\$10,769 \$1,867	\$11,263 \$1,952	\$11,563 \$2,004	\$11,663 \$2,022	\$11,763 \$2,039	\$11,863 \$2,056
SM-B	\$8,976 \$1,556	\$9,425 \$1,634	\$9,897 \$1,715	\$10,392 \$1,801	\$10,913 \$1,892	\$11,459 \$1,986	\$11,759 \$2,038	\$11,859 \$2,056	\$11,959 \$2,073	\$12,059 \$2,090
SM-C	\$9,128 \$1,582	\$9,584 \$1,661	\$10,063 \$1,744	\$10,567 \$1,832	\$11,096 \$1,923	\$11,650 \$2,019	\$11,950 \$2,071	\$12,050 \$2,089	\$12,15 \$2,106	\$12,25 \$2,123
SM-D	\$9,282 \$1,609	\$9,746 \$1,689	\$10,233 \$1,774	\$10,746 \$1,863	\$11,282 \$1,956	\$11,846 \$2,053	\$12,146 \$2,105	\$12,246 \$2,123	\$12,346 \$2,140	\$12,446 \$2,157
SM-E	\$9,433 \$1,635	\$9,905 \$1,717	\$10,399 \$1,802	\$10,919 \$1,893	\$11,465 \$1,987	\$12,037 \$2,086	\$12,337 \$2,138	\$12,437 \$2,156	\$12,537 \$2,173	\$12,637 \$2,190
SM-F	\$9,585 \$1,661	\$10,065 \$1,745	\$10,568 \$1,832	\$11,098 \$2,009	\$11,651 \$2,020	\$12,234 \$2,121	\$12,534 \$2,173	\$12,634 \$2,190	\$12,734 \$2,207	\$12,834 \$2,225
SM-G	\$9,790 \$1,697	\$10,281 \$1,782	\$10,794 \$1,871	\$11,335 \$1,965	\$11,900 \$2,063	\$12,495 \$2,166	\$12,795 \$2,218	\$12,895 \$2,235	\$12,995 \$2,252	\$13,095 \$2,270
SM-H	\$9,941 \$1,723	\$10,439 \$1,809	\$10,960 \$1,900	\$11,509 \$1,995	\$12,088 \$2,095	\$12,691 \$2,200	\$12,991 \$2,252	\$13,091 \$2,269	\$13,191 \$2,286	\$13,291 \$2,304
SM-I	\$10,096 \$1,750	\$10,600 \$1,837	\$11,131 \$1,929	\$11,687 \$2,026	\$12,272 \$2,127	\$12,886 \$2,234	\$13,186 \$2,286	\$13,286 \$2,303	\$13,386 \$2,320	\$13,486 \$2,338
SM-J	\$10,246 \$1,776	\$10,758 \$1,865	\$11,297 \$1,956	\$11,863 \$2,056	\$12,455 \$2,159	\$13,080 \$2,267	\$13,380 \$2,319	\$13,480 \$2,337	\$13,58 \$2,354	\$13,68 \$2,371
SM-K	\$10,400 \$1,803	\$10,920 \$1,893	\$11,466 \$1,987	\$12,040 \$2,087	\$12,644 \$2,192	\$13,277 \$2,301	\$13,577 \$2,353	\$13,677 \$2,371	\$13,777 \$2,388	\$13,877 \$2,406
SM-K	\$12,732 \$2,207	\$13,147 \$2,279	\$14,067 \$2,438	\$15,052 \$2,609	\$16,106 \$2,792	\$17,234 \$2,987	\$17,534 \$3,039	\$17,634 \$3,057	\$17,734 \$3,074	\$17,834 \$3,091

Monthly equivalents of the hourly rates are shown for reference only and are based on an average work month of 173.333 hours.

Appendix B
U.S.W.A., LOCAL 7600
Wage Rates
Effective October 1, 2001
CLERICAL JOB FAMILY

GRADE	START	6 MO	1 YR	2 YR	3 YR	5 YR	10 YR	15 YR	20 YR	25 YR
C-A	\$10,440	\$10,962	\$11,510	\$12,084	\$12,688	\$13,437	\$13,737	\$13,837	\$13,937	\$14,037
	\$1,810	\$1,900	\$1,995	\$2,095	\$2,199	\$2,329	\$2,381	\$2,398	\$2,416	\$2,433
C-B	\$10,612	\$11,144	\$11,701	\$12,286	\$12,903	\$13,661	\$13,961	\$14,061	\$14,161	\$14,261
	\$1,839	\$1,932	\$2,028	\$2,130	\$2,237	\$2,368	\$2,420	\$2,437	\$2,455	\$2,472
C-C	\$10,787	\$11,325	\$11,886	\$12,466	\$13,109	\$13,883	\$14,183	\$14,283	\$14,383	\$14,483
	\$1,870	\$1,963	\$2,061	\$2,164	\$2,272	\$2,406	\$2,458	\$2,476	\$2,493	\$2,510
C-D	\$10,962	\$11,510	\$12,084	\$12,689	\$13,323	\$14,109	\$14,409	\$14,509	\$14,609	\$14,709
	\$1,900	\$1,995	\$2,095	\$2,199	\$2,309	\$2,446	\$2,498	\$2,515	\$2,532	\$2,550
C-E	\$11,195	\$11,757	\$12,343	\$12,960	\$13,610	\$14,410	\$14,710	\$14,810	\$14,910	\$15,010
	\$1,940	\$2,038	\$2,139	\$2,246	\$2,359	\$2,498	\$2,550	\$2,567	\$2,584	\$2,602
C-F	\$11,368	\$11,937	\$12,536	\$13,160	\$13,818	\$14,634	\$14,934	\$15,034	\$15,134	\$15,234
	\$1,970	\$2,069	\$2,173	\$2,281	\$2,395	\$2,537	\$2,589	\$2,606	\$2,623	\$2,641
C-G	\$11,598	\$12,178	\$12,788	\$13,422	\$14,087	\$14,925	\$15,225	\$15,325	\$15,425	\$15,525
	\$2,010	\$2,111	\$2,216	\$2,326	\$2,443	\$2,587	\$2,639	\$2,656	\$2,674	\$2,691
C-H	\$11,829	\$12,422	\$13,042	\$13,692	\$14,379	\$15,224	\$15,524	\$15,624	\$15,724	\$15,824
	\$2,050	\$2,153	\$2,261	\$2,373	\$2,492	\$2,639	\$2,691	\$2,708	\$2,725	\$2,743
C-I	\$12,066	\$12,669	\$13,302	\$13,968	\$14,667	\$15,530	\$15,830	\$15,930	\$16,030	\$16,130
	\$2,091	\$2,198	\$2,306	\$2,421	\$2,542	\$2,692	\$2,744	\$2,761	\$2,779	\$2,796
C-J	\$12,307	\$12,922	\$13,569	\$14,246	\$14,959	\$15,708	\$16,008	\$16,108	\$16,208	\$16,308
	\$2,133	\$2,240	\$2,352	\$2,469	\$2,593	\$2,723	\$2,775	\$2,792	\$2,809	\$2,827
C-K	\$12,563	\$13,181	\$13,841	\$14,532	\$15,259	\$16,021	\$16,321	\$16,421	\$16,521	\$16,621
	\$2,176	\$2,285	\$2,399	\$2,519	\$2,645	\$2,777	\$2,829	\$2,846	\$2,864	\$2,881
C-L	\$13,868	\$14,918	\$16,049	\$16,920	\$18,575	\$19,984	\$20,284	\$20,384	\$20,484	\$20,584
	\$2,404	\$2,586	\$2,782	\$2,933	\$3,220	\$3,484	\$3,515	\$3,633	\$3,661	\$3,688
C-M	\$13,493	\$14,185	\$14,879	\$15,624	\$16,401	\$17,220	\$17,520	\$17,620	\$17,720	\$17,820
	\$2,339	\$2,455	\$2,579	\$2,708	\$2,843	\$2,985	\$3,037	\$3,054	\$3,071	\$3,089
C-N	\$13,493									
	\$2,339									

Monthly equivalents of the hourly rates are shown for reference only and are based on an average work month of 173.333 hours.

Appendix B
U.S.W.A., LOCAL 7800
Wage Rates
Effective October 1, 2001

PATIENT CARE JOB FAMILY

GRADE	START	6 MO	1 YR	2 YR	3 YR	5 YR	10 YR	15 YR	20 YR	25 YR
PC-A	\$10,911 \$1,891	\$11,457 \$1,986	\$12,028 \$2,085	\$12,628 \$2,189	\$13,259 \$2,298	\$14,361 \$2,489	\$14,661 \$2,541	\$14,761 \$2,569	\$14,861 \$2,576	\$14,961 \$2,593
PC-B	\$11,086 \$1,922	\$11,639 \$2,017	\$12,225 \$2,119	\$12,628 \$2,189	\$13,478 \$2,336	\$14,583 \$2,528	\$14,883 \$2,580	\$14,983 \$2,597	\$15,083 \$2,614	\$15,183 \$2,632
PC-C	\$11,267 \$1,953	\$11,829 \$2,050	\$12,424 \$2,153	\$12,628 \$2,189	\$13,697 \$2,374	\$14,808 \$2,567	\$15,108 \$2,619	\$15,208 \$2,636	\$15,308 \$2,653	\$15,408 \$2,671
PC-D	\$11,506 \$1,984	\$12,082 \$2,094	\$12,688 \$2,199	\$13,323 \$2,309	\$13,988 \$2,424	\$15,184 \$2,632	\$15,484 \$2,684	\$15,584 \$2,701	\$15,684 \$2,719	\$15,784 \$2,736
PC-E	\$11,688 \$2,026	\$12,270 \$2,127	\$12,886 \$2,234	\$13,526 \$2,345	\$14,204 \$2,462	\$15,406 \$2,670	\$15,706 \$2,722	\$15,806 \$2,740	\$15,906 \$2,757	\$16,006 \$2,774
PC-F	\$11,866 \$2,057	\$12,458 \$2,159	\$13,084 \$2,268	\$13,736 \$2,381	\$14,425 \$2,500	\$15,631 \$2,709	\$15,931 \$2,761	\$16,031 \$2,779	\$16,131 \$2,796	\$16,231 \$2,813
PC-G	\$12,045 \$2,088	\$12,646 \$2,192	\$13,279 \$2,302	\$13,946 \$2,417	\$14,642 \$2,538	\$15,856 \$2,748	\$16,156 \$2,800	\$16,256 \$2,818	\$16,356 \$2,835	\$16,456 \$2,852
PC-H	\$12,225 \$2,119	\$12,834 \$2,225	\$13,481 \$2,337	\$14,153 \$2,453	\$14,862 \$2,576	\$16,083 \$2,788	\$16,383 \$2,840	\$16,483 \$2,857	\$16,583 \$2,874	\$16,683 \$2,892
PC-I	\$12,405 \$2,150	\$13,025 \$2,258	\$13,677 \$2,371	\$14,381 \$2,489	\$15,080 \$2,614	\$16,305 \$2,826	\$16,605 \$2,878	\$16,705 \$2,896	\$16,805 \$2,913	\$16,905 \$2,930
PC-J	\$12,651 \$2,193	\$13,285 \$2,303	\$13,948 \$2,418	\$14,649 \$2,539	\$15,377 \$2,665	\$16,699 \$2,894	\$16,999 \$2,946	\$17,099 \$2,964	\$17,199 \$2,981	\$17,299 \$2,998
PC-K	\$12,832 \$2,224	\$13,475 \$2,336	\$14,149 \$2,452	\$14,854 \$2,575	\$15,598 \$2,704	\$16,925 \$2,934	\$17,225 \$2,986	\$17,325 \$3,003	\$17,425 \$3,020	\$17,525 \$3,038
PC-AA	\$14,461 \$2,507	\$15,184 \$2,632	\$15,944 \$2,784	\$16,736 \$2,901	\$17,575 \$3,048	\$19,066 \$3,305	\$19,365 \$3,357	\$19,465 \$3,374	\$19,565 \$3,391	\$19,665 \$3,409

Monthly equivalents of the hourly rates are shown for reference only and are based on an average work month of 173.333 hours.

Appendix B
U.S.W.A., LOCAL 7600
Wage Rates
Effective October 1, 2001

TECHNICAL JOB FAMILY

GRADE	START	6 MO	1 YR	2 YR	3 YR	5 YR	10 YR	15 YR	20 YR	25 YR
T-A	\$10,712 \$1,857	\$11,248 \$1,950	\$11,810 \$2,047	\$12,402 \$2,150	\$13,021 \$2,257	\$14,099 \$2,444	\$14,399 \$2,496	\$14,499 \$2,513	\$14,599 \$2,530	\$14,699 \$2,548
T-B	\$10,899 \$1,867	\$11,433 \$1,982	\$12,006 \$2,081	\$12,606 \$2,185	\$13,234 \$2,294	\$14,324 \$2,483	\$14,624 \$2,535	\$14,724 \$2,552	\$14,824 \$2,569	\$14,924 \$2,587
T-C	\$11,065 \$1,918	\$11,617 \$2,014	\$12,199 \$2,114	\$12,807 \$2,220	\$13,448 \$2,331	\$14,541 \$2,520	\$14,841 \$2,572	\$14,941 \$2,590	\$15,041 \$2,607	\$15,141 \$2,624
T-D	\$11,298 \$1,958	\$11,868 \$2,057	\$12,456 \$2,159	\$13,081 \$2,267	\$13,735 \$2,381	\$14,908 \$2,584	\$15,208 \$2,636	\$15,308 \$2,653	\$15,408 \$2,671	\$15,508 \$2,688
T-E	\$11,474 \$1,989	\$12,048 \$2,088	\$12,650 \$2,193	\$13,286 \$2,303	\$13,949 \$2,418	\$15,128 \$2,622	\$15,428 \$2,674	\$15,528 \$2,692	\$15,628 \$2,709	\$15,728 \$2,726
T-F	\$11,655 \$2,020	\$12,237 \$2,121	\$12,849 \$2,227	\$13,489 \$2,338	\$14,166 \$2,455	\$15,348 \$2,660	\$15,648 \$2,712	\$15,748 \$2,730	\$15,848 \$2,747	\$15,948 \$2,764
T-G	\$11,829 \$2,050	\$12,420 \$2,153	\$13,043 \$2,261	\$13,694 \$2,374	\$14,379 \$2,492	\$15,573 \$2,699	\$15,873 \$2,751	\$15,973 \$2,769	\$16,073 \$2,786	\$16,173 \$2,803
T-H	\$12,007 \$2,081	\$12,607 \$2,185	\$13,236 \$2,294	\$13,901 \$2,410	\$14,593 \$2,529	\$15,794 \$2,738	\$16,094 \$2,790	\$16,194 \$2,807	\$16,294 \$2,824	\$16,394 \$2,842
T-I	\$12,183 \$2,112	\$12,791 \$2,217	\$13,432 \$2,328	\$14,099 \$2,444	\$14,806 \$2,566	\$16,014 \$2,776	\$16,314 \$2,828	\$16,414 \$2,845	\$16,514 \$2,862	\$16,614 \$2,880
T-J	\$12,423 \$2,153	\$13,045 \$2,261	\$13,696 \$2,374	\$14,382 \$2,493	\$15,099 \$2,617	\$16,400 \$2,843	\$16,700 \$2,895	\$16,800 \$2,912	\$16,900 \$2,929	\$17,000 \$2,947
T-K	\$12,603 \$2,185	\$13,232 \$2,294	\$13,894 \$2,408	\$14,586 \$2,528	\$15,315 \$2,655	\$16,622 \$2,881	\$16,922 \$2,933	\$17,022 \$2,950	\$17,122 \$2,968	\$17,222 \$2,985
T-L	\$12,782 \$2,216	\$13,420 \$2,326	\$14,091 \$2,442	\$14,795 \$2,564	\$15,538 \$2,693	\$16,845 \$2,920	\$17,145 \$2,972	\$17,245 \$2,989	\$17,345 \$3,006	\$17,445 \$3,024

2001 Technical Structure (Continued)

T-M	\$12,962	\$13,611	\$14,291	\$15,008	\$15,758	\$17,069	\$17,369	\$17,469	\$17,569	\$17,669
	\$2,247	\$2,359	\$2,477	\$2,601	\$2,731	\$2,959	\$3,011	\$3,029	\$3,045	\$3,063
T-N	\$15,779	\$16,567	\$17,395	\$18,817	\$20,030	\$21,030	\$21,330	\$21,430	\$21,530	\$21,630
	\$2,735	\$2,872	\$3,015	\$3,262	\$3,472	\$3,645	\$3,697	\$3,715	\$3,732	\$3,749
T-O	\$16,215	\$17,026	\$17,876	\$19,331	\$20,570	\$21,602	\$21,902	\$22,002	\$22,102	\$22,202
	\$2,811	\$2,951	\$3,099	\$3,351	\$3,565	\$3,744	\$3,796	\$3,814	\$3,831	\$3,848
T-P	\$10,962	\$1,900								

Advance Hiring Criteria*

Years of Experience	Step Placement
Less than 2	Start Rate
2 but less than 4	6 Month Rate
4 or more	1 Year Rate

*Applies to Technical Grades H, I, J, K, L, M, N and O only

Appendix B
U.S.W.A., LOCAL 7600
Wage Rates
Effective October 1, 2002

EQUIPMENT SERVICES JOB FAMILY

GRADE	START	6 MO	1 YR	2 YR	3 YR	5 YR	10 YR	15 YR	20 YR	25 YR
ES-A	\$13,111 \$2,273	\$13,767 \$2,366	\$14,454 \$2,505	\$15,179 \$2,631	\$16,237 \$2,814	\$17,227 \$2,966	\$17,527 \$3,038	\$17,627 \$3,055	\$17,727 \$3,073	\$17,827 \$3,090
ES-B	\$13,961 \$2,420	\$14,658 \$2,541	\$15,391 \$2,668	\$16,162 \$2,801	\$17,353 \$3,008	\$18,477 \$3,203	\$18,777 \$3,255	\$18,877 \$3,272	\$18,977 \$3,289	\$19,077 \$3,307
ES-C	\$17,683 \$3,065	\$18,567 \$3,218	\$19,495 \$3,379	\$20,471 \$3,548	\$21,978 \$3,810	\$23,176 \$4,017	\$23,478 \$4,089	\$23,576 \$4,086	\$23,676 \$4,104	\$23,776 \$4,121
ES-D	\$18,399 \$3,189	\$19,320 \$3,349	\$20,285 \$3,516	\$21,298 \$3,692	\$22,846 \$3,960	\$24,064 \$4,171	\$24,364 \$4,223	\$24,464 \$4,240	\$24,564 \$4,258	\$24,664 \$4,275
ES-E	\$19,134 \$3,317	\$20,092 \$3,483	\$21,087 \$3,657	\$22,151 \$3,839	\$23,758 \$4,118	\$25,025 \$4,338	\$25,325 \$4,390	\$25,425 \$4,407	\$25,525 \$4,424	\$25,625 \$4,442
ES-F	\$19,900 \$3,449	\$20,895 \$3,622	\$21,941 \$3,803	\$23,037 \$3,983	\$24,710 \$4,283	\$26,026 \$4,511	\$26,326 \$4,563	\$26,426 \$4,580	\$26,526 \$4,598	\$26,626 \$4,615

Advance Hiring Criteria*

Years of Experience
 Less than 2
 2 but less than 4
 4 or more

Step Placement
 Start Rate
 6 Month Rate
 1 Year Rate

Appendix B
U.S.W.A., LOCAL 7600
Wage Rates
Effective April 1, 2002

INFORMATION TECHNOLOGY JOB FAMILY

GRADE	START	6 MO	1 YR	2 YR	3 YR	5 YR	10 YR	15 YR	20 YR	25 YR
IT-A	\$9,640	\$9,930	\$10,420	\$10,750	\$11,290	\$12,320	\$12,620	\$12,720	\$12,820	\$12,920
	\$1,671	\$1,721	\$1,808	\$1,863	\$1,957	\$2,135	\$2,187	\$2,205	\$2,222	\$2,239
IT-B	\$12,010	\$12,370	\$12,990	\$13,630	\$14,310	\$15,340	\$15,640	\$15,740	\$15,840	\$15,940
	\$2,082	\$2,144	\$2,252	\$2,363	\$2,480	\$2,659	\$2,711	\$2,728	\$2,746	\$2,763
IT-C	\$13,580	\$13,980	\$14,680	\$15,340	\$16,110	\$17,060	\$17,360	\$17,460	\$17,560	\$17,660
	\$2,354	\$2,429	\$2,545	\$2,659	\$2,792	\$2,957	\$3,009	\$3,028	\$3,044	\$3,061

Appendix C

RIVERSIDE MEDICAL CENTER AGREEMENT

The contract modifications agreed hereinafter shall only apply to Riverside Medical Center employees. All other provisions of the Collective Bargaining Agreement shall remain in full force and effect other than the understandings and issues agreed to herein.

INITIAL STAFFING AGREEMENT

Classification seniority within the Medical Center - transferred employees from Fontana shall receive full credit for all previously earned classification seniority.

SENIORITY AGREEMENT

SENIORITY SECTIONS

The Employer shall establish seniority sections within the Medical Center in which seniority shall apply. Once established, seniority sections may be changed by agreement between the parties. Failing agreement, the Employer may implement a change in sections, however such change shall not be unreasonable or capricious. The Union may challenge any unreasonable or capricious unilateral change by the Employer through the grievance procedure.

TRANSFER PROCEDURES

1. A permanent vacancy within a seniority section shall be posted throughout the Medical Center. Interested Medical Center employees may apply for the vacancy by submitting a timely Transfer Request. The transfer opportunity will be awarded by seniority, applying the measure of service outlined below in the following order:
 - A. Employees in the same classification within the Medical Center, applying classification seniority earned within said classification at the Medical Center. Seniority shall be calculated from most recent date of entry into the classification in the Medical Center.

Appendix C (Continued)

- B. Employees in other classifications within the Medical Center applying 7600 bargaining unit seniority.**
- 2. A permanent vacancy which has not been filled after exhausting Paragraph 1 of this Transfer Procedure will be offered to other bargaining unit employees outside of the medical center, applying classification seniority first. If not filled, then using bargaining unit seniority before each vacancy is offered to outside applicants.**
- 3. In the Business Office, Hospital Records, Storeroom and Insurance/Medical Requests at the Riverside Medical Center, transfer opportunities will be awarded by seniority in the following order:**
 - A. Employees within the classification and department (using classification seniority).**
 - B. Employees within the department (using bargaining unit seniority)...**
- 4. If permanent job vacancies remain after exhausting the provisions of 3 above, then the provisions of 1 and 2 above apply.**

JOB BIDS FOR CLASSIFICATIONS HAVING LEADS

For the purpose of job bids only, Lead classifications and the classifications that they lead will have integrated seniority and will be considered a line of progression.

Appendix D

LINES OF PROGRESSION AT THE FONTANA MEDICAL CENTER

BUSINESS SERVICES:

Financial Counselor
Patient Revenue Biller
Revenue Support Clerk

CARDIOLOGY:

EKG Technician I
EKG Technician II
Senior EKG Technician

FOOD AND NUTRITION:

Diet Aide
Dietary Cashier
Dietary Storeroom Clerk

HOME HEALTH:

Home Health Clerk I
Home Health Clerk II
Home Health Clerk III

HOSPITAL HEALTH INFORMATION MANAGEMENT:

File Clerk
Records Clerk I
Records Clerk II
Records Clerk III
Records Technician II

Appendix D (Continued)

MAIL ROOM:

Courier
Mail Room Messenger

MEDICAL REQUEST:

Records Clerk I
Records Clerk III
Records Clerk IV

OCCUPATIONAL MEDICINE:

OHS Receptionist
OHS Transcriptionist
OHS Support Clerk
OHS Claims Processor I
OHS Claims Processor II

PATIENT SUPPORT SERVICES:

Patient Support Representative I
Patient Support Representative II

Appendix D

LINES OF PROGRESSION AT THE RIVERSIDE MEDICAL CENTER

BUSINESS SERVICES:

Financial Counselor
Patient Revenue Biller
Revenue Support Clerk

FOOD & NUTRITION:

Diet Aide
Diet Clerk
Dietary Cashier
Dietary System Clerk
Dietary Storeroom Worker
Grill Cook
First Cook

HOSPITAL HEALTH INFORMATION MANAGEMENT:

File Clerk
Records Clerk I
Records Clerk II
Records Clerk III
Lead Records Clerk IV
Records Technician I
Records Technician II
Lead Records Technician

INSURANCE DEPARTMENT:

Patient Support Representative I
Patient Support Representative II

Appendix D (Continued)

MATERIALS MANAGEMENT STOREROOM:

Storeroom Worker
Lead Storeroom Worker
Shipping and Receiving Clerk
Data Entry Clerk
Senior Data Entry Clerk

Appendix D

**LINES OF PROGRESSION AT THE
CORONA DATA CENTER**

**Courier
Distribution Control Clerk
Peripheral Control Clerk**

October 1, 2000

Mr. Wayne Clary
Sub District Director
United Steelworkers of America, Local 7600
927 S. Village Oaks Drive, Suite 100
Covina, California 91724

Dear Mr. Clary:

The purpose of this letter is to set forth the understandings reached during the recently concluded contract negotiations which are to run concurrently with the present Labor Agreement, effective October 1 2000, and are as follows:

1) Cafeteria Food Prices

The Employer will continue a food pricing policy for employees' food prices consistent with the Regional policy.

2) Distribution of Agreement

The Employer agrees to have the new Collective Bargaining Agreement (CBA) printed and distributed to the employees no later than December 28, 2001.

In the interim, the Employer agrees to have a supplement to the current CBA, containing all changes and modifications resulting from the 2000 negotiations, printed and distributed to the employees within sixty (60) days after the date of ratification.

3) Operating Room Technicians' Sleeping Room

The Employer agrees to provide a sleeping room, for use by the Operating Room Technicians, upon completion of Phase IV construction at the Medical Center.

4) Hospital Nursing Payroll Office

To allow greater accessibility to the staff, the Hospital nursing payroll office hours on Friday paydays will be extended to 4:30 p.m. The normal employee weekday office hours will be available to employees working any shift.

5) Confidentiality of Medical Records

The contents of an employee's/patient's medical record are of a highly private nature. The use of this record is thus restricted to the relationship between the physician and his/her patient.

It is the organization's policy, therefore, that access to the contents of all patient records be restricted to this use. All other uses are unauthorized.

Employees who believe the confidentiality of their medical record has been violated may bring this issue to the attention of the facility Administrator in writing. The Administrator will provide a response to the employee in writing within thirty (30) days.

6) The Employer agrees that if any other Union with a collective bargaining agreement with the Employer is granted, as a contractual change, any increase in health plan coverage for laid off employees, the same increase will be provided to employees represented by the United Steelworkers of America (USWA). The Employer agrees to meet with the Union in any future layoffs, and will give consideration to providing health plan coverage to affected employees.

7) An employee with seven (7) or more years of service with the Employer who is unable to continue in a full-time status due to a work related disability as certified by a physician, must submit to the Human Resources Office within seven (7) calendar days from the date of this determination, a request to be considered for an alternative job at the Medical Center. This matter will be referred to the seniority committee for evaluation. The committee will, in their best judgment, make a recommendation within fourteen (14) calendar days from the date of

referral, of a maximum of two (2) job classifications in which the employee is capable and qualified to perform. Should the committee be unable to agree on a classification(s), the matter shall be closed and not subject to further review. The Employer will evaluate the medical/physical capabilities of the employee to perform in the recommended classification(s). Should the determination be made that the employee is medically/physically unable to perform in the recommended classification(s), the matter shall be closed and not subject to further review. Should the determination be made that the employee is medically/physically capable to perform in the recommended classification(s), said employee shall have a ninety (90) calendar day period in which to be considered for job placement into an open vacancy within the classification(s) in question. The employee must accept the first position offered. Failure to do so shall constitute a waiver of further consideration under the terms of this paragraph. Should the vacancy offered be a full-time job, the employee will be placed in the job only if all full-time employees currently in the pertinent classification(s) have exercised seniority rights and the job is open for on-call consideration. Should this process result in the employee being placed in an on-call position, said employee shall be placed at the top of the on-call list within the job classification only for the purpose of obtaining the next available full-time position within such job classification. Should the employee refuse to accept the next available full-time position, preferential consideration for this purpose shall cease. Seniority for purposes of being offered available on-call work will be most recent date in the employee's previous classification. Should any of the time limits outlined be exceeded, the matter shall be considered closed and not subject to further review. Furthermore, an employee may exercise the provisions of this paragraph only once for any given injury/occurrence. Employees who, prior to November 1, 1986, are being offered consideration under Paragraph 1068 of the 1983-1986 Collective Bargaining Agreement will be grandfathered under those provisions. Any Workers' Compensation claims subsequent to November 1, 1986 will be considered under the provisions of this paragraph. If the terms of this paragraph are disapproved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code, this paragraph and all provisions therein, shall become null and void and such employee shall be offered vocational rehabilitation services pursuant to the provisions of the California Labor Code. If the terms of this paragraph are altered in any

way by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code, the parties will meet in an attempt to reach agreement on modifications to this paragraph and the provisions therein. Absent agreement, this paragraph and all provisions therein shall become null and void and subject to the grievance procedure.

- 8) In the event an on-call employee works forty (40) hours a week for twenty-six (26) consecutive weeks on the same shift in the same department/unit, a Step II Grievance may be initiated. Should it then be determined that all of the hours worked were non-replacement hours, a full-time position will be posted and filled under the terms and provisions of Article X.
- 9) It is agreed that when an employee requests a review of his/her job for possible reclassification, the following process shall occur:
 - A. The Union shall submit a "Request for Reclassification" form, completed by the requesting employee, to the Chairperson of Job Evaluation Committee. The Chairperson, or designee will review the form for completeness and, if complete, will date stamp the form.
 - B. The Job Evaluations Committee will meet once a month to review all "Requests for Reclassification". The committee will determine whether or not the request should be submitted for the Job Evaluation process. If the request is determined inappropriate by the Committee, then the affected employee will be notified by the Union, and no further action will occur. If the request is submitted to the Committee, then the review must occur within sixty days (60) calendar days of the date stamped submission. If the Committee can not agree on the appropriate disposition of the submission, then the issue will be submitted by the Union to a Step III of the grievance process, and such submission must occur (in writing) within ten (10) working days of the Job Evaluation Committee meeting.
 - C. The Job Evaluation Committee will complete a review of said job, and such review will be conducted in the following manner:

- The Employer will audit the job and revise or prepare a new job description.
- The Employer and Union will collaboratively evaluate the job, utilizing the Job Evaluation Manual.
- The Employer and Union will submit the evaluation to the monthly Job Evaluation Committee for review.

If the parties agree on the evaluation, then any warranted upgrade will be retroactive to the date stamped on the Request for Reclassification form.

If the parties can not agree on the evaluation findings, then such dispute must be submitted by the Union to Step III of the grievance process and such submission must occur (in writing) within ten (10) work days of the Committee meeting date.

Should such dispute occur, the Employer reserves the right to implement any reclassification indicated by its study.

The parties also agree that neither the Union nor the 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 occurred. The notwithstanding, the parties may agree to waive the twelve (12) month limitation if a classification has undergone a significant change in job content.

Finally, the parties agree that all time limits for review by the Job Evaluation Committee may be extended by mutual agreement. However, for such extension to be binding they must be submitted and approved in writing by both parties.

- 10) The parties agree to abide by the National Agreement with regard to joint staffing.
- 11) The parties agree that no later than one hundred and twenty (120) days following ratification of the Agreement a subcommittee of the Joint Labor Management Negotiations Committee will meet to review job families.
- 12) The Parties agree that the Employee may post part-time positions, Part-time positions are those scheduled less than full-time on a pre-determined/fixed basis.
 - It is the Employer's intent to maintain as many full time positions as possible. It is not the Employer's intent to reduce the number of full-time positions in favor of on-call or part-time positions.
 - All Part-time positions will be posted and will be fixed schedules
 - The expectation is that part-time positions will create more hours for variable on-call employees.
 - Acceptance of all geographic assignments beyond posted positions will be voluntary. Mileage will be paid in accordance with current policy.
 - Item #8 of this letter only applies to on-call employees; it does not apply to part-time employees.
 - All positions, unless mutually agreed upon by the Union and the Employer, will be posted a minimum of 20 hours per week.
 - Employees who volunteer for additional hours outside their posted position will be given as much advance notice as possible of available hours.

- It is not the employer's intent to allow on-call employees to work outside their home departments thereby disadvantaging employees within that department.

13) The parties agree that current Letters of Agreement will run concurrently with the term of the Local Collective Bargaining Agreement.

If the above reflects your understanding, please sign in the space provided.

Sincerely,

/S/ Barbara Gilkerson
Barbara Gilkerson
Senior Labor Relations Representative

/S/ Wayne Clary
Wayne Clary
Sub District Director
United Steelworkers of America, AFL-CIO-CLC

October 1, 2000
Date

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KAISER PERMANENTE

THE COALITION OF

KAISER PERMANENTE UNIONS, AFL-CIO

OCTOBER 1, 2000

National Agreement

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NATIONAL AGREEMENT: INTRODUCTION

IN 1997, THE UNIONS OF THE AFL-CIO COALITION OF KAISER PERMANENTE UNIONS AND KAISER PERMANENTE entered into a National Labor Management Partnership Agreement. By involving employees and unions in organizational decision-making at every level, our partnership is designed to improve the quality of health care, make Kaiser Permanente a better place to work, enhance Kaiser Permanente's competitive performance, provide employees with employment and income security, and expand Kaiser Permanente's membership. The cornerstone of the Partnership is an innovative labor management relationship. In that spirit, the parties decided to embark on a voyage—one that had never been attempted—to collectively and simultaneously bargain 33 Partnership union contracts.

The Common Issues Committee, made up of union and management representatives from across the country, was responsible for drafting this Agreement. To inform their work, they chartered seven Bargaining Task Groups (BTGs) in April of 2000. These seven groups were made up of approximately 300 management and union representatives from across the program.

The BTGs were charged with making comprehensive, long-term recommendations in the areas of Quality and Service, Health and Safety, Performance and Workforce Development, Wages, Benefits, Balancing Personal Life and Work Life, and Workplace Innovations to make Kaiser Permanente the best place to work. Over the course of several months, the Bargaining Task Groups developed comprehensive solutions for transforming our work environment. They reported their solutions to the members of the Common Issues Committee in a two-day session in early July.

Over the next three months, the Common Issues Committee then undertook the exhaustive challenge of reviewing the detailed and visionary work of the BTGs. Their charge was to determine how best to distill the work of the groups into a National Agreement and at the same time, ensure that the work of the groups is carried forward into our future.

Each of the Bargaining Task Groups gave more definition and specificity to the partnership path. Each expressed a high degree of confidence in the Labor Management Partnership and the potential found within the vision of the Partnership. They clearly saw local Labor Management Partnership Teams as the means of providing oversight of implementation processes for their recommendations.

The *Pathways to Partnership* was developed in 1997 to provide a roadmap for making a transition to an environment characterized by collaboration, inclusion and mutual trust. Within the framework of the *Pathways to Partnership*, this National Agreement provides for a new way to work and a new way to provide care. We will continually improve service, patient care and performance by enabling each person to engage her/his full range of skills, experiences, and abilities. The National Agreement describes an organization in which unions and employees are integrated into planning and decision-making forums at all levels including budget, operations, strategic initiatives, quality processes, and staffing. In our vision, decisions are jointly made by self-directed work teams—giving people who provide the care and service the ability to decide how the work will best get done. We look forward to a time when all eligible employees participate in the Partnership and are covered by this National Agreement.

This National Agreement is designed to support two goals: implementation of the Partnership on a national and local level and movement toward nationwide consistency. Partnership implementation is supported through the reinforcement of regional and local partnership teams. And in some instances, the document provides specific timeframes required to assure progress toward implementation. The National Agreement also takes steps toward nationwide consistency in determining wages, benefits, and certain other terms and conditions of employment. It is our blueprint for making Kaiser Permanente the employer and care provider of choice.

Section 1 of this Agreement covers the privileges and obligations of partnership, reflects our continued commitment to the Partnership, and integrates the work of the Bargaining Task Groups into partnership implementation. It provides mechanisms for spreading partnership, collaboration, and organizational transformation throughout our organization. It begins to define how workers and managers engage in areas such as quality and service, training and education, health and safety, and life balance programs. Section 1 also covers areas such as union security, partnership governance, and problem-solving processes and elaborates on other privileges of Partnership. Recognizing that different areas and facilities are starting at different points, this section must be used in conjunction with the *Pathways to Partnership*. Some timeframes are included, but where not specifically noted, the foundation for transition, as outlined in the *Pathways to Partnership*, must be built for organizational transformation to be successful and enduring.

Section 2 identifies the specific provisions of the National Agreement which pertain to compensation, benefits and disputes procedures.

Section 3 describes the scope, application, and term of the Agreement.

This National Agreement was created through an extraordinary collaboration with the input of hundreds of Kaiser Permanente employees at every level. We created this document the way we will work in the future – jointly. The Agreement embodies our collective vision for Kaiser Permanente. The language of this National Agreement cannot begin to fully capture the energy and collective insights of the hundreds of people working long hours to establish this framework. But as work units apply these principles, we trust that their commitment and expertise will make our vision a reality.

SECTION 1: PRIVILEGES AND OBLIGATIONS OF PARTNERSHIP

➤ A. COMMITMENT TO PARTNERSHIP

The essence of our Labor Management Partnership is involvement and influence, pursuit of excellence, and accountability by all. We believe people take pride in their contributions, care about their jobs and each other, want to be involved in decisions about their work, and want to share in the success of their efforts. Market-leading organizational performance can only be achieved when everyone places an emphasis on benefiting all of Kaiser Permanente. There is an indisputable correlation between business success and success for people. Employees throughout the organization must have the opportunity to make decisions and take actions to improve performance and better address patient needs. This means that together we must ensure employees have the skills, knowledge, information, opportunity, and authority to make sound decisions and perform effectively. Engaged and involved employees will be highly committed to their work and contribute fully.

By creating an atmosphere of mutual trust and respect, recognizing each person's expertise and knowledge, and providing training and education to expand those capabilities, we can achieve our common goals of achieving organizational success and creating a secure, challenging, and personally rewarding work environment. With this Agreement, the parties jointly initiate a wide array of activities designed to increase employee skills training, learning opportunities, and growth and development.

Section 1 presents our integrated approach to quality and service, performance and workforce development, education and training, and creating an environment responsive to employee and union interests.

It is our intention to solve problems as close to the patient and the problem as possible, respecting the interests of all parties. The Partnership Review Process, which is applicable only to matters arising out of Section 1, is meant to be used as a last resort.

With this Agreement, the Unions and Kaiser Permanente assume a set of privileges and obligations. These include, but are not limited to, employment and income security, union security, access to information including the responsibility to maintain confidentiality concerning sensitive information, participation in the governance structure, and participation in performance sharing plans. They also include a joint commitment to continue to improve quality and service.

In addition, we have a joint commitment to identify, and by mutual agreement, incorporate our own best practices and the best practices of high performance organizations into each facility. We will work diligently to increase and enhance flexibility in work scheduling and work assignments to enhance service, quality and financial performance, while meeting the interests of employees and their unions. We share a willingness to work in good faith to resolve jurisdictional issues in order to increase work team flexibility and performance. And we share a commitment to marketing Kaiser Permanente as the employer and care provider of choice.

► B. PARTNERSHIP GOVERNANCE STRUCTURE

The National Labor Management Partnership Agreement describes the vision of a work place environment where diversity of opinions is valued and all stakeholders share a voice in decisions that affect them and their work. The vision of this Partnership is an integrated structure, where the unions and their members are part of the decision making forums. It is recognized, however, that prior to reaching this vision, parallel structures must be implemented to organize, plan and implement the partnership principles. These structures are meant to be steps toward integration and could, indeed should, change as the Partnership evolves.

1. GOVERNING BODIES

The governing body for the Labor Management Partnership is the Labor Management Partnership Strategy Group (the Strategy Group) and shall comprise a small group (totalling approximately 10-12) representatives from the Kaiser Permanente Partnership Group (KPPG) and the Coalition of Kaiser Permanente Unions in approximately equal numbers. The KPPG represents the highest level decision-making body within Kaiser Permanente. The Coalition of Kaiser Permanente Unions coordinates joint activity for the partner unions. Membership for the Strategy Group will be determined by October 2000, and the first meeting should be held by November 30, 2000.

The Strategy Group will be advised by a newly constituted National Labor Management Partnership Council (Partnership Council). This Partnership Council will effectively replace the previous Senior Partnership Committee. It will meet periodically, approximately quarterly, to be briefed on all pertinent matters pertaining to the Partnership, to share learnings and regional best practices, and to plan implementation and provide policy recommendations to the Strategy Group.

The Office of Labor Management Partnership will provide administrative and operational support to the Strategy Group and to the Partnership Council and support the implementation of the Partnership at all levels.

2. PARTNERSHIP STRUCTURES

Each of the Bargaining Task Groups expressed a high degree of confidence in the Labor Management Partnership and in local and national partnership teams as a means of providing oversight. Each recommended separate national and local oversight structures. As a result, a Structure Subcommittee will be appointed to assess each recommendation and develop a comprehensive plan integrating the requirements from each group. The Structure Subcommittee should complete its recommendations by December 31, 2000 and submit same to the Strategy Group for approval and implementation. The recommendations will include the assignment of responsibility for national, regional and/or local teams in the areas of:

- Quality and Service
- Health and Safety
- Life Balance
- Performance and Workforce Development
- Training and Education

Local teams will be governed by Regional Partnership Teams. It is recommended that Partnership teams include key stakeholders and key decision makers and yet remain small enough to problem solve and reach quick resolution while ensuring appropriate representation. Guidelines for Partnership Team composition are available through the Office of Labor Management Partnership. Union representation on each team will be decided by the unions. As identified below, Regional Partnership Teams are the nucleus of partnership activity within a local area. With the exception of the the Strategy Group, and any committees or structures chartered or established by it, all oversight structures will be established as subcommittees of the Regional Partnership or Local Partnership Team.

Regional Partnership Teams will be constituted in each Region no later than March 31, 2001. The Regional Partnership Team will advance the Partnership in a timely manner throughout the Region, implementing national partnership goals and objectives plus Regional/Local program and policy initiatives. The teams will receive direction from and be accountable to the Strategy Group.

The Regional Partnership Team may charter other partnership teams responsive to the organizational structure and will assure accountability for implementing the Partnership. The Regional Partnership Team is encouraged to review the BTG reports in order to determine how to advance performance improvement, employee satisfaction, and involvement at regional and local levels. The Regional Partnership Team should assess and prioritize all BTG recommendations within budgeted, allocated resources and determine appropriate priorities and funding.

During the term of this Agreement, the Strategy Group will continue to review and prioritize BTG recommendations for possible implementation.

It is expected that these Regional and Local Partnership teams will quickly mature and evolve into operational leadership teams in which union leadership will be fully integrated and no longer in a parallel structure apart from the ongoing management function.

3. JOINT PARTNERSHIP TRUST

A joint Labor Management Partnership Trust will be established for the purpose of funding Labor Management administration and Partnership activities. Kaiser Permanente will contribute at its current rate adjusted annually in accordance with general budget inflationary factors. Changes in the Employer's overall funding of partnership expenses, including Partnership Trust contributions, training and education development, administration, technical and consulting support expenses necessary to implement/advance the Partnership shall be at least proportional to employee contribution escalation as described below. An amount equal to five cents per hour per employee will be contributed to the Partnership Trust in the first contract year. For subsequent years, the Coalition of Kaiser Permanente Unions will be responsible for developing a methodology for continuing the payment of five cents per hour per employee and a one cent per hour annual escalator. The purpose of the employee contribution is employee ownership of the partnership, sponsorship of increased union capacity and shared ownership of outcomes and performance gains.

The Partnership Trust will be overseen by the Strategy Group and will be jointly administered. Its four trustees, two union and two management, will consist of the partnership labor and management co-chairs of the Strategy Group and one other union and management representative. The trustees will serve under the direction of the Strategy Group and accept fiduciary responsibility for the Partnership Trust.

► C. BARGAINING TASK GROUP SOLUTIONS

The BTGs, comprising 300 employees, managers, supervisors and union leaders, worked diligently to propose solutions in a range of areas of great interest to the Employer, employees and their Unions. This section is based on their vision and solutions in the areas of Quality and Service, Performance and Workforce Development, Employee Health and Safety, and Work-Life Balance and Work Life Innovations. While not intended to represent all of the ideas, goals and direction indicated by representatives in these Task Groups, it captures the fundamental elements necessary for making Kaiser Permanente the best place to work and receive care.

We are all dedicated to working together to make Kaiser Permanente the recognized market leader in providing quality health care and service. This can be accomplished through creating a service culture, achieving performance goals, developing our workforce, increasing employee satisfaction, promoting patient safety programs and focusing our attention on employee health and work-life personal-life balance. Our goal is to continually improve performance by investing in people and infrastructure, improving communication skills, fostering leadership, and supporting involvement in the community.

1. QUALITY AND SERVICE

Kaiser Permanente and the Coalition of Kaiser Permanente Unions are dedicated to working together to make Kaiser Permanente the recognized market leader in providing quality health care and service. This will be achieved with a comprehensive organizational transformation that can only be established within the context of all of the programs in Section 1 of this Agreement.

Under the guidance of the Regional Partnership Team, the local partnership teams must address the following critical components of quality health care and service: a service culture, a joint staffing process, and a work environment conducive to reducing errors and improving patient/member safety.

a. A SERVICE CULTURE

A service culture can best be achieved through self-directed work teams responsible for entire, discrete processes. The creation of such teams should be the ultimate goal for those planning the Partnership implementation process. The guidance provided by the KP Promise and the *Pathways to Partnership* should be followed in developing these teams.

Partnership teams will be responsible for creating our service culture at the facility, department or work unit level. It is our intent that partner union employees in all departments/areas be included in the planning, development, and implementation of an improved service culture. Union partners should be integrated into any ongoing service initiatives, and subsequently be involved in the planning, design and implementation of any new initiatives from the onset.

Creating a service culture requires that certain organizational components be in place. We agree that these components include: knowledge of what constitutes an excellent care experience, modeling of excellent service behaviors, employee satisfaction and empowerment, skills and competencies, systems to support service quality, and a strategy for becoming an organization known for service excellence. We will create an organizational environment that encompasses these elements.

We also recognize that high employee, physician, and patient satisfaction are achieved through an involved, multi-disciplinary, self-directed, trained team that focuses on meeting or exceeding the service expectations of our patients.

Essential components for creating high performance work teams include involvement and participation, information systems to share data with the team, a sense of team and community, training and education, authority and accountability, and an organizational orientation to quality. Ultimately these work teams are self-directed, responsible for entire, discrete processes, and in the best position to continuously improve their service to internal and external customers.

b. A JOINT STAFFING PROCESS

We understand that staffing is often a controversial issue between management and labor which can greatly impact staff satisfaction. Therefore, we recommit to support the vision of the Partnership outlined in the original *Pathways to Partnership* document, which is intended to continue to move the organization toward joint decision making.

We recognize that the ability to provide quality health care and service to our patients, and a quality work environment for our employees, is influenced by a number of variables, including how we staff. Thus, we agree to implement a joint process for staffing to be applied throughout the organization in all departments where partner union members work. We also recognize that this process must be initiated at the regional/service area level with the involvement of partner unions in business planning and resource allocation decisions that ultimately shape a staffing plan, as well as in decisions to adjust resource allocations during the budget cycle.

The process will be sponsored by the Regional Partnership Council/Team and will be implemented by local Partnership Teams. The sponsors will ensure the development and implementation of local partnership staffing processes at the facility, department or work unit level, or across multiple facilities depending on the region. The process should be applied across the program in all areas where employees represented by partner unions work.

We agree that after appropriate partnership education/training, joint partnership staffing teams will be involved in determining, within allocated organizational resources, how departments will be staffed. Partnership staffing teams will be expected to recommend annually a staffing design (plan) that encompasses mutually acceptable numbers, mix and qualifications of staff in each work unit. This plan should lead to the development of staffing methodologies (e.g. ratios, hours per patient day, or other tools) to improve measures of quality health care and service and employee satisfaction. Developing staffing plans in this manner will result in less variability in staffing (numbers, mix and qualifications) across a region or service area. Partnership staffing teams are encouraged to demonstrate creativity and flexibility and the agreements reached will be non-precedent setting. We encourage and desire sharing and adaptation of the best practices in order to promote functioning as a superior health care system.

At the regional/local level, the staffing plan features should include:

- The ability to track quality outcomes to determine the impact of various staffing plans on quality
- The identification of system and process problems that undermine quality health care and service
- The use of an interest-based model for modifying the staffing plan in the future
- Full sharing of all information and review of best practices, internally and externally
- Consideration of the following factors:

- Replacement needs
- Patient needs and acuity
- Technology
- Inpatient and outpatient volume
- Department/unit size
- Geography
- Standards of professional practice
- Experience and qualification of staff
- Staff mix
- Regulatory requirements
- Nature of services provided
- Availability of support resources
- Model of care
- Needs and acuity of the entire medical facility as well as specific department/unit
- Consideration and support for meals and breaks
- Departmental/area budgets

Adherence to any and all guidelines promulgated by any reviewing or regulatory agency and any other applicable laws and regulations is mandatory.

c. PATIENT SAFETY

We agree that improving the quality of care delivered to our members/patients requires significantly increasing the reporting of actual errors and "near misses". It is recognized that the reporting of such errors can only improve if employees are assured that punitive discipline is not seen as the appropriate choice to handle most errors. We must jointly create a learning environment which views errors as an opportunity for continued, systematic improvement. This environment must encourage all employees to openly report errors or "near misses" and participate in analyzing the reason for the error and the determination of the resolution and corrective action needed to prevent reoccurrence.

Regionally, there will be joint labor management development, administration, promotion, and evaluation of the reporting system.

The reporting system will include the following components:

- Reporting of errors, with systematic, standardized analysis of errors and near misses
- Communication of learnings to help make needed policy and procedure changes
- Confidentiality of involved employees unless prohibited by statute or law
- Involvement of staff in error analysis and/or resolution
- Making reporting a positive experience

Training and education programs that enhance skills and competency to help prevent future errors
Maintenance of the integrity of privileged information
Ability to collect and trend data across the organization

Information regarding errors reported through this system will be handled through the Labor Management Partnership approved issue resolution/corrective action process and will not be used as the basis for discipline except in rare cases when punitive discipline is indicated such as the employee:

Was under the influence of drugs or alcohol
Deliberately violated rules or regulations
Specifically intended to cause harm
Engaged in particularly egregious negligence

Reporting through this system does not relieve the employee of the responsibility to complete an incident report when indicated by policy.

2. PERFORMANCE AND WORKFORCE DEVELOPMENT

Workforce development and performance improvement—together with our quality programs and training and education—are key pillars in the organizational transformation we envision.

a. PERFORMANCE

Kaiser Permanente and the AFL-CIO Coalition of Kaiser Permanente Unions are competing in a challenging market that is characterized by a limited workforce, changes in technology, changes in clinical practice, cultural diversity, changing demographics, and high demand for quality service. We can enhance performance by:

Investing in people and infrastructure
Developing a formal approach to improve communication skills throughout the organization
Fostering leadership at work
Supporting involvement in community services

Investing in People and Infrastructure

We must make a significant new investment in people in order to build a high performance organization rooted in the Partnership and the KP Promise. This will be done through a focus on education, development, and opportunity.

Developing a Formal Approach to Improve Communication Skills Throughout the Organization

We will work to develop, implement and maintain communication standards and practices that will support our vision.

At the facility level, this will be supported through leadership accountability for ongoing face-to-face communication with employees. Reports should include:

- Performance goals and targets shared at the beginning of each year
- Work group and local organizational performance reported quarterly

In addition, union and management leadership have joint accountability for quarterly performance reports to all employees, addressing issues around key business initiatives, customer feedback, and financial and membership information. In accomplishing this, local parties will explore distribution of information via the KP Intranet connection and employee mailboxes.

Fostering Leadership at Work

We will foster leadership competencies and behaviors that include creating trust, promoting employee engagement in decision making, building relationships, sharing information, encouraging growth and development of self and others, and modeling the Labor Management Partnership. These competencies will be developed in employees, managers, and union leadership.

In their performance appraisals, managers and employees will be held accountable for demonstration of leadership competencies and behaviors, and a commitment to the principles and progress of the Labor Management Partnership. Recognition should be based on these competencies as well as work group and organizational performance.

Front-line managers have historically served a vital role in leading the workforce. When the partnership evolves to the point that self-directed work teams are functional, front-line managers will continue to play a crucial role in providing leadership and support to front-line workers, but the role will change in style, scope, and content. The role will evolve from directing the workforce to coaching, facilitating, and supporting a large self-directed workforce.

Supporting Involvement in Community Services

Kaiser Permanente and the Coalition of Kaiser Permanente Unions will support involvement in sponsored and unsponsored community service. This will further serve our communities and make them a better place for our members and staff to live and work, while providing learning opportunities for employees.

b. FLEXIBILITY

Kaiser Permanente and the Coalition of Kaiser Permanente Unions are committed to enhancement of organizational performance by developing and investing in people and aligning the systems and processes that support the achievement of organizational and partnership goals. Further, we are committed to becoming a high performance organization and to the KP Promise and the Labor Management Partnership as a foundation for reaching this goal.

We recognize that market-driven change has created a challenging competitive situation that is characterized by a limited number of skilled workers and new entrants into the workforce, changes in technology, changes in clinical practice, cultural diversity, changing demographics and high demand for quality service. To become a high performance organization in this environment requires organizational change.

Becoming a high performance organization also requires a pledge from Partner unions and Kaiser Permanente to modify traditional approaches, to work diligently to enhance flexibility in labor contracts, to willingly explore alternative ways to apply seniority and to address jurisdictional issues in order to achieve organizational performance goals. It is expected that the parties will undertake this in a way that is consistent with the Partnership, while at the same time preserving the principles of seniority and union jurisdiction.

The following is minimally required to create an environment that balances Kaiser Permanente's need for flexibility in removing barriers to enhanced performance with Partner unions' need to honor seniority and jurisdiction. The goal is to create a climate based on trust that promotes achievement of Partnership outcomes and fosters an environment in which Kaiser Permanente, Partner unions, and employees effectively respond to and address issues at the local level. It is not the intent of the parties to undermine the principles of seniority and union jurisdiction or to reduce the overall level of union membership. Management is not looking for the right to make changes unilaterally to achieve greater flexibility, but expects the unions to work with them to address flexibility needs. The need for and desirability of joint decision making is acknowledged.

Management recognizes the union's interest in a balanced approach which will not disadvantage one union relative to another and acknowledges that a broad, long-term perspective be adopted.

Commitment to performance improvement through joint, continuing efforts to redesign business systems and work processes. This includes simplifying workflow, eliminating redundant or unnecessary tasks and coordinating workflow across boundaries. It also requires alignment with and implementation of the business strategy and the principles of the Labor Management Partnership.

Incorporation of labor management partnership principles in redesign efforts. These include:

- Involving affected employees and their unions in the process
- Assessing impact on employees
- Minimizing impact on other units due to bumping and other dislocation
- Providing fair opportunity for current employees to perform new work
- Re-training or re-deploying affected employees
- Applying the principles of employment and income security

Creation of mutually agreeable local work design processes to address local conditions while ensuring high levels of quality, service, and financial performance. Flexibility will enhance management's ability to meet its employment security obligations, just as flexibility will be enhanced by joint labor management influence over workplace practices. Principles to be observed include:

- Respect for seniority and union jurisdiction
- Flexibility for employees' personal needs
- Flexibility in work scheduling, work assignments, and other workplace practices

Commitment of local labor management partners to exhibit creativity and trust to resolve difficult issues such as:

- Contractual and jurisdictional issues that are inconsistent with partnership principles and/or that are barriers to achievement of partnership goals

- Considering reciprocity of seniority between bargaining units to facilitate employee development and performance improvement
- Enhancing employee mobility across regions and partner unions and into promotional opportunities
- Cross training staff across job classifications and union jurisdictional lines where it makes operational or business sense or where union and employee's interests are accommodated
- Enabling team members to perform operational functions across boundaries (job classification, department and/or union jurisdiction) within their scope of practice and licensure to serve members/patients
- Utilizing a joint process to resolve issues of skill mix, classification, and the application of the provisions of the National Employment and Income Security Agreement.

Mechanisms for flexibility include, but are not limited to:

- Expanding skills of staff
- Developing innovative and flexible scheduling and work assignments to balance staffing and workload
- Alternative work assignments and schedules to accommodate variations in staff workload
- Shifting tasks to accommodate periods of peak demand
- Temporary assignments to other work
- Using supply-demand management tools to anticipate staffing needs
- Other innovative employment options such as seasonal employment and job sharing.

In applying the principles of the Partnership, local labor management partners may make a variety of joint agreements or practices to enhance organizational performance and to accommodate employee interests. In order to encourage creativity and joint risk taking, such agreements will be non-precedent setting and not apply to other units, departments, medical centers, or service areas. However, sharing and adoption of best practices is highly encouraged.

c. EDUCATION AND TRAINING

We recognize that in order to achieve the KP Promise, the vision of the *Pathways to Partnership*, and enhanced organizational performance, a significant commitment must be made to invest in the training and education of the workforce. Furthermore, most of the policies, commitments and plans described in this Agreement cannot be successfully accomplished without the committed efforts of Kaiser Permanente employees. Meaningful participation requires a high level of knowledge and understanding of the business of health care, the operations of Kaiser Permanente and the principles of the Labor Management Partnership. Therefore, we share the goal of a comprehensive, jointly-administered education and training effort with joint design and oversight teams.

National Support

The BTGs identified a variety of educational requirements necessary to advance the partnership and transition into high performing, committed work teams. To address these recommendations, the Strategy Group will establish a national education task force to evaluate the BTC educational recommendations and develop a plan for integrating the recommendations into the organizational structure.

The committee will consider:

- Development of a uniform and consistent tracking mechanism for all National Labor Management Partnership and regional employee education and training
- Methods to secure and coordinate funds from external sources
- Jointly administered educational funds for partnership training
- Integrating education into current processes and funding mechanisms
- National templates for employee education
- Providing national guidance and coordination to Regions including the collection and dissemination of best practices in training design and content
- National support for the development of Partnership activities.
- Support for the educational requirements of Partnership teams including:
 - Partnership orientation
 - Business education (root learning maps)
 - Interest-based problem solving
 - Consensus decision making
 - Union education
 - Issue resolution and corrective action and
 - Understanding institutional unions.

Support includes program development, train-the-trainer programs, partnership team orientation and consultation.

Joint Employee Education Design and Teams

Joint oversight of local Partnership and other joint training will be provided under the guidance of the Regional Partnership Teams. The national education committee will provide guidance for local/regional teams concerning:

- National and Regional oversight/administration
- Processes to inventory current employee education activities
- Audit current spending (total and percentage of payroll)
- Create/implement a funding tracking system
- Determine feasibility of a National Education Resource Center

3. EMPLOYEE HEALTH AND SAFETY

Creating an environment that respects and supports the health and safety of employees as well as patients is key to achieving performance results. Therefore, Kaiser Permanente and the Coalition of Kaiser Permanente Unions commit to the guiding principles that best insure employee health and safety: protect yourself, protect our employees and protect our members, and protect Kaiser Permanente assets. By adopting these principles we are initiating and identifying specific areas through which these principles can be promoted and institutionalized.

Health and Safety programs should provide integrated services, benefits, and programs. The collective goal is to integrate current health and safety teams into partnership teams.

Health and safety teams, integrated as partnership teams will assist in prioritizing and implementing funding, determining accountability and developing measurements, and may assist in or oversee the implementation of consistent Health and Safety and prevention programs. These teams may be linked to and will coordinate with the Regional Partnership Teams or National Teams as appropriate.

The existing California Draft Integrated Disability Management policy and the guidelines for temporary placement of bargaining unit employees will be reviewed and considered for national adoption. As areas adopt the plan, local Labor Management Partnership Teams will work with local health and safety teams/departments to coordinate and assist in implementation. A communication plan will then be developed and timetables established to implement the program. The priority guidelines for temporary placement of bargaining unit employees will be followed.

Priorities at the national and local levels may include reporting and performance measurement systems, with accountability measures to determine the return on investment and continuation of the program, injury and illness prevention, and other jointly developed outcomes.

A Consistent Set of Prevention Programs

An Environmental Health and Safety partnership effort will determine a set of prevention programs that include the following tasks:

Patient handling: develop a Code of Safe Practice, conduct Team Patient Handling training, purchase equipment, establish lift teams

Bloodborne pathogens: form National Labor Management Partnership Sharps Safety Committee; pursue the goal of obtaining, maintaining, and utilizing the safest sharps safety devices that ensure the most passive features; develop sharps injury log; monitor sharps disposal; implement training

Workplace violence: collect and review incident data; implement training; determine cellular phone needs/allowances; establish uniform policies for a) visitor access, b) communication with family on patient status, c) staffing, training, equipment, and procedures for cash handling, d) immediate employee access to emergency services, e) confidentiality of employee information, and f) other related topics deemed necessary; recommend engineering and administrative controls; provide debriefing and counseling for impacted employees; develop a uniform system for recording workplace violence incidents.

Chemical exposure: review current chemical hazards training efforts and develop new training; ensure chemical information is available and accessible; set clear policies and procedures.

Facility cleanliness: improve orientation and training of environmental service employees and involve employees in efforts to improve the cleanliness of facilities.

4. WORK-LIFE BALANCE

As a health care organization, Kaiser Permanente and the Coalition are committed to the health and well-being of employees and to work-life practices, programs and services that balance work and life cycle challenges. Employees who are supported in balancing their work and personal lives are more effective in their work, more productive as team members, and better able to deliver quality health care and service to members/patients. The organization's responsiveness to individuals' needs, both on and off the job, is a powerful predictor of productivity, job satisfaction, commitment and retention.

The Labor Management Regional Teams should provide leadership on work-life balance issues. They should develop operational policies, oversee implementation of work-life balance programs, and coordinate ongoing training and communication about life balance.

There are two key components that together enable us to improve work-life balance: time away from work, and services that support health and well-being.

Time Off

Partnership unions and management believe that time away from work is essential to achieve work-life balance. It is important for employees to take time for leisure as well as time to manage the demands of their personal lives.

Attendance education: Education about the appropriate use of sick leave, coupled with monitoring and corrective action when needed, can help managers and employees balance the obligation to be at work with the need to take care of health and well-being. For those bargaining units with traditional sick leave time off benefits, the "Labor Management Education Program: Attendance" currently used in the North Valley Service Area, may be a model for attendance education.

Donating days: The Partnership should create a mechanism for employees to voluntarily donate some earned time off, vacation, or life balance days to employees in need.

Work-Life Balance Services

To achieve work-life balance goals, Partner unions and Kaiser Permanente should evaluate a continuum of available services—health promotion, employee assistance services, and referral services.

There are three parts to work-life balance services:

Health promotion focuses on keeping people healthy. Health promotion services and programs may include, but are not limited to, self-help classes, support groups, stress management, conflict management, and cultural sensitivity/awareness training.

Employee assistance services are intended to maximize employees' ability to cope and remain productive during stressful events and life crises. Such services should be sponsored nationally and implemented locally. They include work-life problem assistance, such as drug and alcohol assistance

assessment and referral, short-term family counseling, and manager/union consultation services. Life crisis services include emergency financial aid and grief counseling.

Referral services provide a caring environment that is sensitive to the variety of employee needs.

Company sponsored, arranged or subsidized services may be provided. We should utilize Kaiser's size to obtain discounts in contracts for goods and services. This should benefit employees with minimal added cost. Examples include mass transit incentives, financial counseling services, concierge services, and computer discounts. Some of these services are provided currently through the California Division Employee Activity Program. Expansion of these services nationally may be evaluated by the Strategy Group during future years of the contract.

Regional, service area, or facility partnership teams will be responsible for overseeing and insuring implementation of work-life balance programs as mutually agreed. Some of the responsibilities include:

- Inventory of existing services

- Assess high priority new or expanded services to include health promotion services and programs, employee assistance services and referral services

- Work with local employee assistance personnel to ensure implementation of recommended new or expanded services

- Ensure communication to all employees regarding access to available services

- Periodically evaluate utilization, cost savings and satisfaction with services

1. UNION LEAVES OF ABSENCE

In support of the Partnership relationship, upon request, the Employer will grant time off to employees for official Union business so long as the number of employees absent for union business does not impose an unreasonable burden on the Employer and the Employer receives reasonable notice.

Union leaves will be defined according to the following:

Short Term Leaves are defined as leaves up to thirty days. Employees will continue to accrue seniority, service credit and benefits during the time of the absence, at the expense of the Employer. The impact of multiple short term leaves on the operations must be considered.

Long Term Leaves are defined as leaves of absence for more than 30 days and up to a maximum of one year. Such leaves will be granted by the Employer in increments of three months and shall be reviewed periodically by the Regional Partnership Teams. Seniority, service credit, credited service and health, dental, and life insurance benefits will continue during the leave so long as the union reimburses Kaiser Permanente for the cost of such.

Elected Official Leave. Any employee elected to a union office will be automatically granted a leave of absence for the duration of the term or three years, whichever is less. Employees must return to work after the completion of one term. Seniority, health, dental, and life insurance benefits will continue during this time, so long as the Union reimburses Kaiser Permanente for the costs of such. Service credit and credited service will be applied for a maximum of two years, so long as the union reimburses the Employer for such costs. Per local agreement, leaves beyond one term may be granted, but will not include service credit.

Kaiser Permanente will pay employees for absences in order to participate in grievances, issue resolution meetings, Kaiser Permanente Work Committees and interest-based negotiations under the Living Agreement Section. Paying employees for participation in panel arbitrations will be the decision of the Regional Partnership Team.

The Employer and the leaders of the Partnership Unions will work together to ensure reasonable notice and to minimize impact on service and care delivery associated with this provision.

2. CORPORATE TRANSACTIONS

The parties recognize that unions and employers do not stand still. Unions merge with each other, or in some cases, split into smaller parts. Employers buy and sell operations, spin off business units, merge with other entities, or otherwise restructure their operations.

Through implementation of the Partnership principles embedded in this National Agreement, the parties expect to establish open communication concerning business and organizational issues affecting their respective operations. The parties anticipate that in most instances through such communication and the Partner Unions' ongoing involvement in Kaiser Permanente's business matters, the Unions will be aware of

business issues that may cause Kaiser Permanente to consider transactions such as those described above. In such circumstances, the parties contemplate that they will move to more formal discussions concerning such contemplated transactions as Kaiser Permanente's consideration of options proceeds. The parties intend that the Coalition of Kaiser Permanente Unions and the affected Partner Unions will be involved in such consideration in a manner consistent with Partnership principles and that the legal and contractual rights of the affected employees will be honored in any resultant transaction.

3. VOLUNTARY COPE CHECK-OFF

The Employer agrees to administer a voluntary check-off of employee contributions to the Union's political education and action fund. The program shall include the following provisions:

Contributions to the political education and action fund are voluntary for employees

The Union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction

The Union will reimburse Kaiser Permanente for the costs of administering the payroll deduction

Kaiser Permanente will implement this program if its attorneys advise, or if the IRS offers either an informal opinion or a controlling letter or decision, that this proposed program does not jeopardize Kaiser Permanente's non-profit status. In the latter case, the parties commit to seek the IRS opinion before the implementation of the National Agreement on October 1, 2000. Under no circumstances will the check-off be implemented before ratification of the Agreement.

4. SUB-CONTRACTING

[A] Consistent with current practice, Management reserves the right to meet immediate day-to-day operational needs by contracting for services, for example, through registry, temporary services, etc.

[B] The Parties reaffirm a Partnership presumption against the future sub-contracting of bargaining unit work.

[C] The parties further affirm their commitments to address any regional or national issues concerning future subcontracting of bargaining unit work through a process of joint problem solving at the Regional Partnership Council and at the National Labor Management Partnership Strategy Group level respectively.

[D] Coincident with paragraph [C] above, the parties agree that the newly formed Strategy Group will be charged, at its first meeting, with the responsibility for (1) reviewing subcontracting in view of current and future business realities as well as the employment and income security needs of the workforce; (2) developing a national policy which will address policy and practice guidelines with respect to past, current and future contracting; and (3) establishing appropriate decision making and issue resolution processes for issues arising under the national or any local or regional subcontracting policy.

In developing these policies, the Strategy Group will solicit and consider input and recommendations from the Local and Regional Partnership Teams. In making these recommendations, the Local and Regional Partnership Teams will collect and analyze data regarding the nature and scope of regional and local subcontracting.

[E] Nothing in this section is intended to supplant or replace more restrictive subcontracting provisions contained in existing local contracts or issues currently being processed within those provisions or negotiated subcontracting policies made at the local level.

1. ISSUE RESOLUTION AND CORRECTIVE ACTION PROCEDURES

An effective means of resolving issues is fundamental to the long-term success of the Labor Management Partnership. Solving workplace concerns quickly and by those most directly involved is essential to reducing conflicts, grievances, and patient/member complaints. It will also contribute to better relations and a more constructive work environment. Issue Resolution and Corrective Action procedures work in tandem to achieve these outcomes. To that end, the procedure has two components:

- A system for raising and quickly resolving workplace issues using interest-based problem solving by those directly involved with the issue and
- A method of resolving performance and behavior issues in a non-punitive fashion in which employee, supervisor and Union representatives work together to identify the problem and craft the solution.

The Issue Resolution and Corrective Action Plan

Summary of Issue Resolution:

Issues are raised at the work unit level and the stakeholders within the work unit will meet to attempt to resolve the concern. Issues unresolved at the work unit level are reviewed by the local Partnership Team. If the concern continues to remain unresolved, the issue can be referred to the Regional Partnership Team for resolution. Issue Resolution is an alternative to, but does not replace the Grievance Procedure.

Summary of Corrective Action:

The Corrective Action Plan has five levels: Oral Reminder, Individual Action Plan, Corrective Action Plan, Day of Decision and Termination. The first two steps are informal with no documentation in the personnel file. There are no warning letters or suspensions. The goal is to jointly correct the performance or conduct, rather than punish the employee. An employee who disputes any action at any level under this procedure, shall have the right to file a grievance.

Implementation of the Procedure:

By no later than April 1, 2002, Regional/Service Area Partnership Teams should have in place the following, which will replace any existing procedures:

A jointly developed and adopted Issue Resolution and Corrective Action Procedure which, although it can be locally customized, is consistent with the National Issues Resolution and Corrective Action Plan. The Plan should be obtained from the Office of Labor Management Partnership.

Managers, stewards, and Partnership Team members trained in interest-based problem solving and corrective action procedure.

A thorough orientation in how to access and utilize the procedures for all covered employees.

The procedure must be implemented simultaneously throughout an entire Service Area or Region after all the required training and orientation has been accomplished.

To address matters pertaining to the National "Responsible Reporting" initiative, interim measures may be necessary while the above-mentioned Issue Resolution and Corrective Action Procedures are jointly crafted and employees, stewards, and managers trained in their use. Patient care errors should be separated from other performance issues and be processed in accordance with the Responsible Reporting guidelines and not by utilizing traditional disciplinary procedures.

2. PARTNERSHIP AGREEMENT REVIEW PROCESS

[Applicable to Section 2 and Section 3 as noted]

After sharing information and fully discussing and exchanging ideas and fully considering all views about issues of interest and concern to the parties, decisions should be reached that are satisfactory to all.

However, it is understood that the parties may not always agree. Disagreement at the facility level which arises out of the interpretation and/or implementation of Section 1, should be referred to the local level Partnership Team for discussion in an attempt to reach a consensus decision. If it is unresolvable at the local level, the Regional Partnership Team must address and attempt to resolve the issue at its next scheduled meeting but no later than 30 calendar days following its referral. The Regional Partnership Team will, after careful review of all facts and interests, craft a consensus decision designed to resolve the issue.

If consensus proves impossible, the matter may then be referred to a national panel comprised of two union and two management members of the Labor Management Partnership Strategy Group, along with a predetermined neutral designee selected by the Strategy Group. The panel will be designated immediately upon receiving a request. The panel will meet, confer and ultimately craft a solution within 30 days unless the time is extended by mutual agreement. It is the responsibility of the neutral designee to ensure that a final resolution to the issue is crafted. The resolution will be final and binding on all parties. The Strategy Group members selected should be from among those least vested in the substance of the disagreement. Questions involving interpretation of the National Agreement may also be submitted to this Review Process by national parties.

► F. TERM OF THE PARTNERSHIP

In recognition that the substance, as well as the spirit and intent, of this Agreement is largely dependent upon the existence of the Labor Management Partnership, the labor and management signatories commit to continue participation in and support of the Partnership throughout the term of this Agreement.

While the Labor Management Partnership Agreement, inclusive of clarifying addenda of Employment and Income Security and Recognition and Campaign Rules, provides for a sixty-day notification period for either of the parties to disengage from the partnership relationship, the Review Process in Section 1 of this Agreement substitutes said notification with an alternative process of reviewing and resolving issues that could otherwise individually or collectively result in the dissolution of this partnership.

Notwithstanding the parties' commitment to this ongoing relationship, there may be instances where either side may engage in such egregious non-partnering behavior that the corresponding partner takes unilateral action and may also withdraw some or all of the partnership privileges extended to the other party. Such conduct, unilateral action or withdrawal could likewise be submitted to the Review Process for determination and resolution.

Until the partnership relationship matures, the parties recognize that, on occasion, either party may engage in behavior that conflicts with partnership principles and elicits corresponding behavior from the other party. It is expected that this Review Process could also be instrumental in providing guidance to the parties for the future.

Although the commitment to use the Review Process as the alternative to serving a sixty-day notice of termination of the partnership agreement runs concurrently with the National Agreement, the Labor Management Partnership Agreement continues in effect and does not terminate with the expiration of this Agreement.

SECTION 2: WAGES AND BENEFITS

[Ongoing Obligations]

▶ A. COMPENSATION

To promote Partnership principles and support our guiding principle that Kaiser Permanente become the “employer of choice” in the health care industry, Partnership employees should receive excellent wages. We recognize, however, that wages alone will not support our “employer of choice” strategy. In addition to wages, we are committed to investing in benefits, workforce engagement, training and development opportunities, and leadership development as critical elements in pursuing this goal.

In valuing and rewarding employees for length of service with Kaiser Permanente, the parties agree that wages should be tenure based. In addition to length of service, the parties agree to consider these factors in developing and adjusting compensation levels: labor market conditions, changes in cost of living, internal alignment, recognition of the value of the Labor Management Partnership, and ability to recruit new employees.

Compensation changes during the term of this contract include three components:

Annual across-the-board (ATB) wage increases

Equity adjustments in the first two years of the contract and

Potential for performance sharing bonuses in the last three years of the contract.

1. ACROSS-THE-BOARD WAGE INCREASES

Effective Date¹	California	Regions Outside California	California RNs²	Regions Outside of California RNs
10/1/00	4%	4%	[See note 3]	6% ⁴
10/1/01	4%	4%	6%	6%
10/1/02	4%	4%	5%	5%
10/1/03	4%	3% ⁵	5%	4% ⁵
10/1/04	4%	3.5% ⁵	5%	4.5% ⁵

¹ Effective beginning of pay period closest to October 1.

² For Southern California RNs include: UNAC (RNs, RNFs, PAs), AFN, KPNAA and Social Service psych RNs.

³ UNAC – 6/00 (2%), 10/00 (6%), 6/01 (2%); AFN – 4/00 (4.4%) (previously implemented), 10/00 (4%)

⁴ OFNHP – 4/00 (6%), 10/00 (1.5%), 4/01 (1.5%)

⁵ Potential to increase up to 4% (5% for RNs) if regional performance targets are met.

2. EQUITY ADJUSTMENTS

Equity dollars are available for a broad range of issues and will be distributed by mutual agreement of the parties at local negotiations. Examples of possible uses of Equity adjustment are two-tier systems (geographic, date of hire), differentials (senior, lead, charge, shift, bilingual), overtime or premium pay, reclassifications, internal or external equity, internal job classification alignment, market-sensitive and hard-to-recruit situations, longevity pay, specialty pay, across-the-board wage increase enhancements, benefits not covered by the National Agreement, and implementation of Bargaining Task Group recommendations, as appropriate.

Year	Northern California	Southern California	Regions Outside California
1	1.5%	.75%	1%
2	0.6%	1.75%	0.5%

The equity percentages listed above are percentages of each local labor union's total payroll, defined as all compensated hours times the weighted average wage rate. Distribution of equity monies is to be negotiated in local negotiations within the guidelines stated above.

3. PERFORMANCE SHARING

Performance Sharing is intended to recognize that, through the Labor Management Partnership, employees and their Unions have a greater opportunity to impact organizational performance and employees should, therefore, have a greater opportunity to share in any performance gains. Performance Sharing is over and above base wage rates and will be based on mutually-agreed-to performance factors and targets. Performance targets will be set by Region and may be based on quality, service, financial performance or other mutually acceptable factors.

If targets are met, Performance Sharing opportunities will be as shown below. All amounts will be based on total payroll for employees covered by the Partnership in each Region:

Year 3-1% payout at target to be paid out in First Quarter 2003, based on 2002 performance

Year 4-2% payout at target to be paid out in First Quarter 2004, based on 2003 performance

Year 5-3% payout at target to be paid out in First Quarter 2005, based on 2004 performance

The National Performance Sharing Program is dependent and based on the implementation of Partnership structures and processes that empower employees to have an impact on the program's targeted factors. To afford employees a reasonable opportunity to earn the above Years 3, 4 or 5 payouts, Partnership structures and processes must reach critical thresholds to support the program. Further, the factors used must be measurable against mutually agreed upon predetermined targets. The resources for the National Performance Sharing Program will be achieved through enhanced organizational performance.

As the Labor Management Partnership continues to grow and evolve, an important element is to ensure that employees share in the success of the organization as enhanced performance is achieved through the Partnership. Specifically, all Partnership employees will participate in a National Performance Sharing Program, which provides an annual cash bonus based upon Regional performance in the areas of quality, service, financial health and other mutually acceptable factors. To that end, during the first quarter of 2001, the Strategy Group shall appoint a joint Labor Management Partnership Work Group to develop a National Performance Sharing Program. The jointly designed Program will reward partnership employees for reaching mutually agreed upon Regional targets.

In developing the new National Performance Sharing Program, the design Work Group will adhere to the following agreements reached during Common Issues Bargaining:

All Kaiser Permanente employees covered under the Labor Management Partnership Labor Agreement shall participate in the Program. This includes full-time, part-time, short-hour, casual, on-call and per diem employees.

Other incentive, gain sharing or reward programs may currently cover some Labor Management Partnership employees. In such cases, employees may not receive a payment from the National Program in addition to a payment from a current program. Instead, employees shall receive the higher of either the new National Program or their current program.

At any time during the term of this Agreement additional sub-regional plans may be mutually developed. In these instances, the covered employees will not receive a payment from both programs, but will receive a payment from the program that provides the highest payment.

The Program year shall be the calendar year, with mutually agreed upon Regional targets set at the beginning of each year. The Program shall run for the calendar year with final results determined and payments issued during the first quarter of the year following the end of the Program year.

The Performance Sharing Program will establish mutually agreed upon Regional targets with a bottom threshold (minimum payment) and an upper limit stretch target (maximum payment) in the areas of quality, service, financial health and other mutually acceptable factors. Each Region will establish a process to develop mutually agreed upon targets with thresholds and maximums. To the extent appropriate and if mutually agreeable, Regional targets should be aligned with, and may be identical to, physician and managerial incentive targets. The percentage payouts listed above will be paid for achieving performance at targeted levels. Proportional payouts (i.e., higher or lower than listed above at target level) will be made for performance achieved that is either above or below targeted levels.

Employees must be in job classifications covered by the Labor Management Partnership Labor Agreement during the Program year and be an active employee on December 31st to receive a payment under the National Program for that year. However, employees who retire during the Program year or prior to the payment date or transfer to another Kaiser Permanente job classification not covered under the Partnership Labor Agreement shall receive a pro-rated payment based upon compensated hours attained during the Program year in a job classification covered under the Partnership.

While the actual targets may be different from Region to Region, the factors used (i.e., quality, service, finance, etc.) and the cash opportunity for reaching each of the targets shall be consistent across all Regions.

The design of the National Program and the setting of annual targets shall enhance service and quality of care.

Targets should be set to stimulate and reward improvement; however, from Region to Region there must be a reasonable and relatively equal opportunity to reach each of the targets.

The Strategy Group, or other joint committee appointed by the Strategy Group, shall annually review the targets set in each Region to ensure relative equity in achieving the targets across the Regions.

Distribution of the Performance Sharing pool will be calculated as a percentage of the Regional total payroll, defined as total compensated hours times the established Weighted Average Rate (WAR) for all employees represented by local unions who are party to this agreement.

Payouts will be made in the form of lump sum bonuses proportional to the compensated hours of each employee. However, employees with 1800 compensated hours or more in the program year shall be considered full time employees for the purposes of the Performance Program and have their hours capped at 1800 hours. Employees with compensated hours less than 1800 hours shall receive a bonus pro rated for compensated hours.

The joint Work Group shall complete the design of the National Performance Sharing Program and submit it for final approval to the Strategy Group, or other joint committee appointed by the Strategy Group, by end of the second quarter of 2001. The National Program shall be based on performance targets for calendar year 2002 with payment opportunity during the first quarter of 2003 and yearly thereafter.

1. MEDICAL BENEFITS

a. BASIC COMPREHENSIVE PLAN

The parties agree to jointly request that Kaiser Foundation Health Plan, Inc. (KFHP) identify them as a national purchaser of health care benefits ("national group"), and that one or more marketing account managers be assigned to the national group. Upon granting of this status, the Employers and the Coalition of Kaiser Permanente Unions will each designate a senior representative to be responsible for managing the account on behalf of the Employers and the Partner Unions ("partnership benefit representatives"). Their responsibilities will include, but will not be limited to, working with KFHP, Inc. concerning the initial design of the national benefit plan, and working with KFHP, Inc. concerning any changes in benefits or benefit coverage contemplated by KFHP, Inc. The parties agree that any such discussions should be initiated no less than eight months prior to the effective date of any proposed changes, and that such discussions should be concluded no less than six months prior to the effective date.

Upon granting of national group status, the partnership benefit representatives shall meet promptly with KFHP, Inc.'s marketing account managers to finalize the Basic Comprehensive Medical Plan ("Basic Plan") for employees covered by this Agreement. The Basic Plan shall be based on a "Kaiser Foundation Health Plan Traditional HMO Plan". The parties understand that some variation in benefits may be necessary, but the intent is to achieve national uniformity where possible.

The parties agree that beginning January 1, 2001 the Basic Plan shall include outpatient and hospital and other services in addition to the following features:

- Expand quantity of dispensed prescription drugs beyond 30 days for up to 100 days/3 months for maintenance medications, barring state statutory or other legal or technical barriers
- Eligibility: 20+ hours (Colorado flex impact 20+ /wk 100% allocation for mid-level plan)
- Effective Date: 1st of month following eligibility
- Dependents (spouse, domestic partner, unmarried children up to 25, special dependent) and
- Coverage for Durable Medical Equipment (DME): add a benefit to the Health Plan coverage which matches the DME benefit provided to other KP employee groups in the region.

The parties agree that all local plans shall remain in effect as negotiated locally until the commencement of the 2002 Plan Year or sooner, at which time the Basic Plan shall supercede and replace all local plans. Flexible benefit programs in local labor agreements, amended to reflect the features above, will remain unless another plan is implemented by mutual agreement.

Effective October 1, 2000, the employee benefits, co-pays and premium shares paid by the employee established in the local plans shall be maintained for the life of this Agreement. Disputes arising under this provision will be handled in accordance with Section One, Article E, Problem-Solving Processes.

Effective October 1, 2000, the premium shares in the Northwest Region will be reduced to pre-1996 levels.

Effective October 1, 2003, the premium shares in the Mid-Atlantic Region will be reduced by 50% of the current levels. The parties may agree to a more favorable premium sharing plan that shall be funded by Year 2 Equity Adjustment funds.

b. PARENT COVERAGE

Parents and parents-in-law of eligible employees residing in the same service area will be able to purchase Health Plan coverage, pending legal review for compliance.

c. HEALTH CARE SPENDING ACCOUNT

Effective January 1, 2001, all employees will be offered the following:

A Health Care Spending Account (HCSA) option will be provided to employees eligible for benefits.

This account is a voluntary plan that allows the employee to set aside pre-tax dollars to pay for eligible health care expenses. The maximum HCSA annual contribution will be \$3,000. HCSA may be used to pay for certain expenses for the employee and eligible family members as permitted under IRS Code.

d. FLEXIBLE BENEFIT STUDY

An important consideration in attracting and retaining a changing workforce is the benefit package and our mutual need to ensure that the high financial commitment toward benefits are structured in a manner which delivers high value to both current and prospective employees. Kaiser Permanente and the Partnership Unions have a mutual interest in maximizing employee satisfaction and supporting successful recruitment and retention of employees by examining creative options for the delivery of employee benefits.

The parties have committed to a Labor Management Partnership study to evaluate best practices and recommend an approach that will increase employee satisfaction in the benefits, which constitute an important and costly portion of total compensation. Both parties agree that flexible benefit delivery mechanisms will be thoroughly examined as part of the study.

The Strategy Group shall appoint a joint workgroup within 60 days of ratification, to commence work on this study. The workgroup will deliver findings and recommendations to the Strategy Group no later than April 1, 2001.

The work group will:

- Explore benefit options that neither add nor decrease current costs to the organization
- Ensure that as benefit costs escalate, the Employer will bear the costs as in prior plans
- Develop options that give employees the opportunity to select high, medium and low medical and dental plan options
- Develop options that give employees the opportunity to enhance existing benefits (e.g. vision, life insurance, income protection, etc.)
- Develop options that give employees the opportunity to select increased income protection (short-term disability, long-term disability, life insurance, etc.)
- Develop options that give employees the opportunity to select new benefits not previously provided (long-term care, chiropractic, orthodontia, etc.).

In completing this study, the work group will consider options that increase employee choice and provide creative benefit options in an affordable manner. Any option that may be offered requires mutual agreement before implementation.

2. RETIREMENT BENEFITS

a. JOINT DEFINED CONTRIBUTION/DEFINED BENEFIT STUDY

Labor and Management agree that it is important to provide long service employees with an adequate level of income replacement at retirement. We also believe our retirement program should support recruitment of new employees, improve retention of existing employees, and enhance overall employee satisfaction with their benefits.

We believe this can be accomplished through the consideration of a retirement program that includes Social Security, an employer-provided defined benefit pension plan, and a defined contribution plan. Coupled with education and information, this program would be intended to encourage the participation of all employees in personal investment choices and planning to better prepare them for retirement.

The study is expected to address the interests of Labor, Management and employees. Therefore, the parties have committed to a Labor Management Partnership Project to evaluate best practices and existing programs and recommend a design that meets both our interests and the diverse needs of the workforce.

Any revisions to the current Pension Plans resulting from the study will be jointly developed and must be mutually agreed upon.

b. COMMON RETIREMENT PLAN

A Labor Management Partnership Committee composed of four members, two union and two management, will be formed. Two of these members will also participate on the Joint Defined Benefit/Defined Contribution Study committee mentioned above. This committee will consider the implementation of a modified common multiplier and early reduction factor for the defined benefit plans. The multiplier evaluation will occur within year two of the contract. Any retroactive application for employees retiring between October 1, 2000 and the implementation date of the plan change will be determined by the committee. The early reduction factor evaluation will occur within year three of the contract.

Any retroactive application of the early reduction factor for employees who retire on or after January 1, 2002 will be determined by the committee.

Any revisions to the current Pension Plans recommended by the committee will be jointly developed and must be mutually agreed upon.

Effective October 1, 2000, any existing caps on the defined benefit multiplier will be removed.

c. PRE-RETIREMENT SURVIVOR BENEFITS

Under the pension plans, a pre-retirement survivor benefit is payable to the spouse of a deceased employee. The survivor benefit will be expanded to include domestic partners and/or qualified dependents of employees.

Domestic Partner Benefits Under the Pension Plan

Under the pension plans, a survivor benefit will be payable to an employee's designated domestic partner upon the employee's death. An affidavit must be completed whereby the domestic partner and employee certify that they:

- Live together, sharing the same living quarters as their primary residence, in an intimate, committed relationship of mutual caring
- Have no other domestic partner at the time of the Participant's death
- Are responsible for each other's basic living expenses during the domestic partnership
- Are not married to anyone
- Are each 18 years of age or older
- Are not related to each other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent, or grandchild and
- Have not been covered by Kaiser Permanente-sponsored benefits with another domestic partner at any time during the last six months.

Non-Spouse Survivor Qualified Dependent

Under the pension plans, survivor benefits will be payable to a qualified dependent. A qualified dependent is one or more individuals who, at the time of the employee's death, meet the definition for a dependent as defined by Section 152(a)(1) of the Internal Revenue Code. The amount of the monthly benefit will be based on the employee's accrued benefit as of the date of death or retirement, whichever is earlier, and will be determined as if the employee had retired on the day before death, and had elected the Guaranteed Years of Payment method for 120 months with the qualified dependent as beneficiary.

If a spouse or domestic partner and a qualified dependent survive the employee, the spouse or domestic partner will receive the survivor benefit. If the employee is survived by a spouse or domestic partner and a qualified dependent and the employee's surviving spouse or domestic partner dies before the tenth anniversary of the employee's death, the qualified dependent will receive a monthly benefit effective the month following spouse's death and ending on the tenth anniversary of the employee's death.

d. GATT AMENDMENT

Effective January 1, 2000, pension plans will be amended to move to the GATT interest rate (the average yield on 30-year Treasury Constant Maturities) and mortality tables (GAM 83). All benefits under the plans will be calculated using GATT provisions. The interest rate for payments will be determined monthly and will be based on the Treasury yield from two months earlier.

Payments made during 2000 will continue to be based on the greater of the applicable monthly GATT rate using the two-month look-back (e.g., payments each month will be based on the Treasury yield from two-months earlier) and GAM 83; GATT rate for January, 2000 and GAM 83; and January, 2000 annual PBGC rate and UP-84.

e. RETIREE MEDICAL BENEFITS

A Labor Management Partnership Committee composed of four members, two union and two management representatives, will be formed. This committee will meet no later than January 1, 2003 to consider modification of the eligibility for retiree medical benefits for Northern California partner employees based on the criteria that apply to Southern California employees.

The leaders of Regions Outside of California (ROC) and the leaders of their partner unions will meet no later than October 1, 2003 to examine the possibility of initiating or modifying eligibility for post retirement medical coverage, depending on individual regional performance.

Any revisions to the current retiree medical benefits will be jointly developed and must be mutually agreed upon

3. OTHER BENEFITS

Effective January 1, 2001, all employees will be offered the following:

a. DEPENDENT CARE SPENDING ACCOUNT

A Dependent Care Spending Account (DCSA) option will be provided to employees eligible for benefits. This account is a voluntary plan that allows the employee to set aside pre-tax dollars to pay for eligible dependent care expenses. The maximum DCSA annual contribution will be \$5,000. DCSA may be used to pay for certain expenses for eligible family members as permitted under IRS Code.

b. SURVIVOR ASSISTANCE BENEFIT

The Survivor Assistance Benefit will cover employees who are eligible for benefits. This benefit will provide the employee's chosen beneficiary(ies) with financial assistance upon the employee's death. The amount payable is equal to one times the employee's monthly base salary (pro-rated for part-time employees based on regularly scheduled hours). Should death occur while the employee is on a leave of absence of less than one year, the beneficiary(ies) will continue to be covered by this benefit.

4. REFERRALS TO THE STRATEGY GROUP

In order to maximize the value of retirement and other benefits, employees should be educated periodically throughout their careers to better understand and utilize the benefits provided and to assist in effective retirement planning. The Strategy Group will appoint a committee to develop the content and materials for an education program for all Kaiser Permanente employees.

Phased-Retirement: We agree that the Partnership should work to develop enabling legislation and a business case to support phased-retirement.

A representative of the Coalition of Kaiser Permanente Unions will be designated to serve on the Investment Committee of the Kaiser Permanente Pension Plans.

By November 1, 2000, a subcommittee will recommend resolutions to the following issues:

- Group 3000: Eligible retirees residing within a KFHP service area but outside the Region in which they were employed;
- Out-of-area: Eligible retirees residing outside of a KFHP service area;
- Medicare Risk Plan Participation requirements for retirees eligible for retiree medical; and
- Workers Compensation: Whether or not workers compensation should be counted toward retirement or retiree medical eligibility.

Mutual Review and Resolution Processes

(For Sections 2 and 3)

The Parties agree that any dispute concerning interpretation or application of Section 2 or 3 of this National Agreement should be first addressed at the local level by the parties directly involved in the dispute. Such disputes should be initially handled in accord with the grievance procedure set forth in the applicable Local Agreement. Any resolution of the dispute at the local level shall be non-precedent setting.

If no resolution is achieved at the Regional step of the applicable Local Agreement's grievance procedure, within 15 days after receiving the Regional response the moving party may submit the dispute to a National Review Council (NRC). The National Review Council will be composed of one permanent representative designated by the Union Coalition and one permanent representative designated by Kaiser Permanente organizations. The NRC will meet within 10 days after receiving the dispute in an effort to achieve a satisfactory resolution. The NRC will notify the parties, in writing, of any proposed resolution. Unless otherwise mutually agreed by the parties, any resolution shall be non-precedent setting. If no proposed resolution is achieved, or if the moving party does not accept the resolution proposed by the NRC, then the moving party may submit the issue to arbitration within 15 days after receiving notice of the proposed resolution. Arbitration shall be conducted in accord with the procedures set forth below.

Arbitrations shall be conducted before panels consisting of two Union representatives, two Employer representatives and one neutral, third-party arbitrator who will serve as the panel chair.

Within 30 days after ratification of this National Agreement, the Parties will designate a list of seven arbitrators (one from the East, one from the Rocky Mountain area, two from the Northwest and three from California) to serve as panel chairs in their respective geographic areas. The parties will reach mutual agreement on arbitrators based on their common experience with arbitrators in each geographic area. Arbitrators selected shall be provided an orientation to the National Labor Management Partnership and the principles and philosophy of this National Agreement.

Each arbitrator shall provide at least three days in a calendar year for panel hearings, so that the panels chaired by each arbitrator shall be scheduled to convene at least once every four months. A panel date may be cancelled no more than 4 weeks in advance if there are no cases to be heard by that panel on the scheduled date. Additional dates may be added based on the caseload and the need for timely resolution; in such circumstances, the parties will give strong consideration to assigning the case to a panel for a particular geographic area whose arbitrator is able to provide the earliest available date.

Cases will be assigned to each arbitration panel by mutual agreement of the parties at the national level. More than one case may be presented to a panel at each session, and the parties will use their best efforts to assure that cases are presented within the same calendar quarter; preferably within 30 days after the referral to arbitration.

The order and manner of case presentation shall be consistent with the expedited procedures currently used

by Local parties pursuant to their Local Agreement. Decisions shall be rendered by a panel majority, and written Opinions and Awards shall be prepared by the neutral arbitrator. The panel decisions shall be final and binding, and written decisions shall issue within 30 days after the hearing is closed. The panel decision shall be precedent-setting, unless otherwise mutually agreed by the parties prior to the hearing.

Time limits may be extended by mutual agreement. At any time prior to issuance of a panel Opinion and Award, the Parties at the National level may agree to remand a dispute to an earlier step of the process.

The arbitrator and arbitration panel shall not be authorized to add to, detract from, or in any way alter the provisions of the National Agreement, the Partnership Agreement, or any Local Agreement.

The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties; however each party shall bear the expense of presenting its own case and expenses associated with its party panel member(s).

SECTION 3: SCOPE OF THE AGREEMENT

▶ A. SIGNATORIES

This Agreement is entered into this first day of October, 2000 by and between the labor organizations participating in the Coalition of Kaiser Permanente Unions (Union Coalition) and signatory hereto (collectively, "Unions" or individually "Union") and the undersigned organizations participating in the Kaiser Permanente Medical Care Program ("Kaiser Permanente"; collectively "Employers" or individually, "Employer").

▶ B. COVERAGE

This National Agreement applies only to bargaining units represented by Local Unions that Kaiser Permanente and the Coalition of Kaiser Permanente Unions mutually agreed would participate in the national common issues bargaining process and who, prior to the effective date, agreed to include this National Agreement as an addendum to their respective Local collective bargaining agreements. Application to any other bargaining unit, other than newly organized bargaining units as described below, will be subject to mutual agreement of the parties.

The parties agree that when a Local Union signatory to this National Agreement is recognized to represent a new bargaining unit composed of employees of an Employer pursuant to the provisions of the Labor-Management Partnership Agreement and the Recognition and Campaign Rules, the Local parties shall use an interest-based process to negotiate the terms of a Local Agreement and the appropriate transition to the National Agreement.

▶ C. THE NATIONAL AGREEMENT AND LOCAL AGREEMENTS

Provisions of Local Agreements and this National Agreement should be interpreted and applied in the manner most consistent with each other and the principles of the National Partnership. If an irreconcilable conflict exists between specific provisions of a Local Agreement and this National Agreement, the dispute shall be resolved pursuant to the dispute resolution process contained in Section 1.

If there is a conflict, unless expressly stated otherwise, the National Agreement shall supercede the Local Agreement; however, in cases where a Local Agreement contains explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the Local Agreement, this National Agreement shall not be interpreted to deprive the employees of such a wage, benefit or condition. It is understood that it is not our intent to inadvertently enrich or compound wages, fringe benefits or other conditions or to create opportunities for "cherry picking," "double dipping," etc.

► D. TERM OF AGREEMENT + EXPIRATION OF LOCAL BARGAINING AGREEMENTS

This National Agreement and its terms shall be effective on October 1, 2000 and end on September 30, 2005.

The local agreements covered by and incorporating this National Agreement as an addendum shall be extended by five years.

The following shall apply in the event that the National Agreement is not renewed at the end of its term.

Group I

Local bargaining agreements that have expired or will expire on or before September 30, 2000 (Group I) will continue during the term of the National Agreement, and expire on September 30, 2005.

Group II

Local bargaining agreements that have expired or will expire between October 1, 2000 and January 31, 2002 (Group II) will be extended by five years, and as a result will expire between October 1, 2005 and January 31, 2007. Employees covered by Group II agreements will receive a wage increase on October 1, 2005 of not less than 3% across-the-board (ATB) in recognition of the extended expiration date. The 3% may be increased by an escalator method based on the Bargaining Task Group wage philosophy factors recommended to the Common Issues Committee on July 6, 2000. The method will be determined no later than April 1, 2001. The method and its application will be subject to resolution in the review process in Section 1 of this National Agreement.

Group III

Local bargaining agreements scheduled to expire on or after February 1, 2002 (Group III) will be extended by five years, and as a result will expire on or after February 1, 2007. Group III agreements will be reopened on a staggered basis between October 1, 2005 and April 1, 2006. The actual dates to reopen each local agreement will be determined no later than April 1, 2001. Group III reopener settlements will apply up to the extended expiration date of the agreement or for a new full term as determined in local bargaining.

► E. LIVING AGREEMENT

The parties acknowledge that during the term of this National Agreement, a party at the National level may wish to enter into discussions concerning subjects covered by this National Agreement or to modify specific provisions of this National Agreement or a party at the Local level may wish to enter discussions concerning subjects covered by the Local Agreement or to modify specific provisions of the Local Agreement. The parties agree that neither a Union nor any Kaiser Permanente entity shall refuse to engage in such discussions. The parties further agree that, consistent with the Partnership principles set forth above, they will engage in such discussions with the intent to reach mutual agreement; however, during the term of this Agreement, no party shall be required to agree to any modifications of either the National or Local Agreement.