

AGREEMENT

Between

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

and

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

**KERN COUNTY
ADMINISTRATIVE / CLERICAL UNIT**

October 1, 2021 to August 19, 2026

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

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

TABLE OF CONTENTS

100	ARTICLE 1	COURTEOUS AND RESPONSIBLE RELATIONSHIPS.....	1
200	ARTICLE 2	RECOGNITION AND UNION SECURITY.....	2
300	ARTICLE 3	MANAGEMENT'S RIGHTS.....	3
400	ARTICLE 4	COMMUNITY DISASTER.....	4
500	ARTICLE 5	HOURS OF WORK AND OVERTIME PAY.....	4
600	ARTICLE 6	SHIFT DIFFERENTIALS.....	5
700	ARTICLE 7	PAY PERIODS AND PAY COMPUTATION.....	6
800	ARTICLE 8	WORK SCHEDULES AND BREAKS.....	6
900	ARTICLE 9	CALL BACK PAY.....	8
1000	ARTICLE 10	QUALIFIED BILINGUAL STAFF.....	8
1100	ARTICLE 11	EMPLOYEES WORKING IN A HIGHER CLASSIFICATION.....	10
1200	ARTICLE 12	MEETINGS.....	10
1300	ARTICLE 13	PHYSICAL /HEALTH EXAMINATIONS.....	10
1400	ARTICLE 14	MILEAGE.....	10
1500	ARTICLE 15	COURT APPEARANCES.....	10
1600	ARTICLE 16	LONGEVITY.....	11
1700	ARTICLE 17	NO REDUCTION IN RATES.....	11
1800	ARTICLE 18	NONDISCRIMINATION.....	11
1900	ARTICLE 19	WORKING RULES.....	11
2000	ARTICLE 20	STATUS OF EMPLOYMENT.....	11
2100	ARTICLE 21	BARGAINING UNIT SENIORITY.....	12
2200	ARTICLE 22	PROBATIONARY PERIOD.....	13
2300	ARTICLE 23	REDUCTION IN FORCE.....	14
2400	ARTICLE 24	TRANSFER RIGHTS.....	15
2500	ARTICLE 25	JOB POSTING AND JOB BIDDING.....	16
2600	ARTICLE 26	NEW OR REVISED JOBS.....	18
2700	ARTICLE 27	ADDITIONAL SHIFTS FOR REGULAR PART-TIME EMPLOYEES.....	18
2800	ARTICLE 28	DISCIPLINE AND DISCHARGE.....	18
2900	ARTICLE 29	PERFORMANCE EVALUATIONS.....	19
3000	ARTICLE 30	GRIEVANCE PROCEDURE.....	19
3100	ARTICLE 31	DRESS AND PERSONAL APPEARANCE.....	22
3200	ARTICLE 32	CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION.....	22
3300	ARTICLE 33	SAFETY.....	23
3400	ARTICLE 34	HEALTH AND DENTAL PLANS.....	23
3500	ARTICLE 35	KAISER PERMANENTE RETIREMENT PLAN.....	26
3600	ARTICLE 36	LIFE INSURANCE.....	27
3700	ARTICLE 37	SURVIVOR ASSISTANCE BENEFIT.....	28
3800	ARTICLE 38	EARNED TIME OFF PROGRAM.....	28
3900	ARTICLE 39	LEAVES OF ABSENCE.....	33
4000	ARTICLE 40	CONFORMITY TO LAW.....	38
4100	ARTICLE 41	NO WORK STOPPAGES.....	38
4200	ARTICLE 42	DURATION OF AGREEMENT.....	38
	WAGE STRUCTURE - APPENDIX A	40

AGREEMENT

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

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

GENERAL

100 ARTICLE 1 – COURTEOUS AND RESPONSIBLE RELATIONSHIPS

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

102 Section 1 – Treatment of One Another

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

104 Section 2 – Regardless of Profession

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

106 Section 3 – Ensuring Courtesy

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

108 Section 4 – Communication and Input

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

110 Section 5 – Accountability of the Union and the Employer

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

200 **ARTICLE 2 – RECOGNITION AND UNION SECURITY**

201 Section 1 – Recognition

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

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

203 Section 2 – Individual Agreements

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

205 Section 3 – Union Membership

206 All employees hired by the Employer shall, on the thirty–first (31st) day following the beginning of their employment, become and remain members of the Union in good standing as a condition of continued employment.

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

208 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

209 Section 4 – Access of Union Representatives

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

211 Section 5 – Shop Stewards

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

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

214 Section 6 – Union Recognition Pins

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

216 Section 7 – Bulletin Boards

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

218 Section 8 – New Employees

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

300 **ARTICLE 3 – MANAGEMENT'S RIGHTS**

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

302 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: to manage, direct and

maintain the efficiency of its offices and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to discontinue work for any economic or operational reason; to direct the staff; increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to layoff or reduce hours of work or staff; to establish schedules of operation and workloads; to specify or assign work and decide which employees are qualified to perform work; to determine qualifications for positions; to schedule and change work hours, shifts and days off; to adopt rules, and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to subcontract work performed by employees of this bargaining unit for economic or operational reasons; to determine the location and relocation of facilities; and to affect technological changes.

400 **ARTICLE 4 – COMMUNITY DISASTER**

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

SCHEDULING AND PAY PRACTICES

500 **ARTICLE 5 – HOURS OF WORK AND OVERTIME PAY**

501 Section 1 – Workday and Workweek Defined

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

502 Section 2 – Days Off and Starting Times

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

504 Section 3 – Overtime – 1 1/2x Regular Rate of Pay

505 The overtime rate of pay of one and one-half times (1 1/2x) the employee's regular rate of pay shall be paid for:

A. All hours worked in excess of eight (8) hours in a workday.

B. All hours worked in excess of forty (40) hours in a workweek.

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

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

A. All hours worked in excess of twelve (12) hours in a workday.

B. All hours worked on the seventh (7th) consecutive day of work in a workweek.

508 Section 5 – Overtime – 2 1/2x Regular Rate of Pay

509 The overtime rate of pay of two and one-half times (2 1/2x) the employee's regular rate of pay shall be paid for:

A. All hours worked on a designated holiday, unless an arrangement is made to pay the employee time and one-half (1 1/2x) with another day off to be taken within thirty (30) days following the holiday at straight time pay.

B. All hours worked in excess of sixteen (16) in a workday.

510 Section 6 – Overtime Scheduling

511 Scheduled and unscheduled overtime will be assigned as follows:

A. Scheduled overtime will be offered on a rotation basis, beginning with the most senior employee with the required skill set to perform the work within the classification, department and facility. However, if no one accepts, the hours will be scheduled by inverse seniority to those employees with the required skill set to perform the work.

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

600 **ARTICLE 6 – SHIFT DIFFERENTIALS**

601 Section 1 – Shift Differentials

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

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

603 Section 2 – Evening Shift Differential

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

605 Section 3 – Night Shift Differential

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

700 **ARTICLE 7 – PAY PERIODS AND PAY COMPUTATION**

701 Section 1 – Pay Periods

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

703 Section 2 – Method of Computing Pay

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

705 Section 3 – Non duplication / Non pyramiding of Overtime

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

800 **ARTICLE 8 – WORK SCHEDULES AND BREAKS**

801 Section 1 – Work Schedules

802 Schedule changes will be made by Thursday of the week preceding the schedule change, except for a change necessitated by reasonable cause. The Employer will

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

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

804 Granting time off to another employee or unforeseen absences shall not constitute reasonable cause to change a schedule, but shall constitute an unscheduled/additional shift, if the shift is to be filled, pursuant to Article 28 Additional Shifts for Regular Part-time Employees.

805 Section 2 – Weekend Scheduling

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

807 Section 3 – Breaks and Meal Period

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

809 Section 4 – Flexible Schedules

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

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

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

813 Section 5 – Voluntary Exchange of Schedules

814 Employees shall be allowed to exchange scheduled hours of work or scheduled days off to the extent that such an exchange hours of work or scheduled days off would not violate any existing State or Federal laws or result in an overtime payment situation for any involved employee.

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

816 Section 6 – Designated Holiday Scheduling

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

900 **ARTICLE 9 – CALL BACK PAY**

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

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

1000 **ARTICLE 10 – QUALIFIED BILINGUAL STAFF**

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

1002 Section 1 – Level Description

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

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

1004 Section 2 – Differential

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

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

1007 Section 3 – Coverage

1008 All employees who do not have a current bilingual assessment on file with their Human Resources office will be required to have their skills assessed.

1009 Section 4 – Assessment/Orientation Process

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

1011 Section 5 – Eligibility Requirements

- 1012 A. Can communicate in a language required for the demographics of the medical center area (as determined by local leadership).
- B. Works in a position with member or patient contact
- C. Willing to utilize skills
- D. Will use bilingual skills an average of 2 hours or more hours per week

1013 Section 6 – Selection of Qualified Bilingual Staff

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

1015 Section 7 – Loss of Differential

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

1100 **ARTICLE 11 – EMPLOYEES WORKING IN A HIGHER CLASSIFICATION**

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

1200 **ARTICLE 12 – MEETINGS**

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

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

1300 **ARTICLE 13 – PHYSICAL /HEALTH EXAMINATIONS**

1301 An employee has thirty (30) calendar days in which a health examination must be completed from the date the employee receives notice. The employee has five (5) working days from receiving such notice to inform his/her supervisor of the scheduled date and time of the examination.

1302 If the examination is performed during the employee's regularly scheduled shift, the examination time will be considered time worked.

1400 **ARTICLE 14 – MILEAGE**

1401 Employees required to travel between job sites, during the employee's shift shall be paid as time worked.

1402 All authorized mileage traveled by an employee in the scope of the employee's work and in excess of the normal mileage from the employee's home to the employee's usual job site, shall be paid in accordance with the Employer's Travel and Expense Policy.

1500 **ARTICLE 15 – COURT APPEARANCES**

1501 Employees served with a legal notice, citation or subpoena which involves any facet of the Employer's operation shall immediately inform the Employer of such service of notice.

1502 Time spent at appearances or standby in legal proceedings arising out of the scope or during the course of employment, shall be paid at straight time.

1600 **ARTICLE 16 – LONGEVITY**

1601 A longevity differential of fifty cents (\$0.50) will be provided to employees after ten (10) years of continuous service. An additional twenty-five cents (\$0.25) will be provided to employees after twenty (20) years of continuous service.

1700 **ARTICLE 17 – NO REDUCTION IN RATES**

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

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

HUMAN RESOURCES ADMINISTRATION

1800 **ARTICLE 18 – NONDISCRIMINATION**

1801 The Employer and the Union agree there shall be no discrimination against any employee or applicant because of membership in the Union or lawful activities on behalf of the Union or because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, gender identity, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by applicable law) or veteran status.

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

1900 **ARTICLE 19 – WORKING RULES**

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

2000 **ARTICLE 20 – STATUS OF EMPLOYMENT**

2001 **Section 1 – Full-time Employees**

- 2002 A full-time employee is defined as one who is regularly scheduled to work a normal workweek of five (5) days of work and a normal workday of eight (8) hours of work. Cancellation of work due to efficiency of operations shall first occur by requesting volunteers. If there are no volunteers the cancellation will occur by inverse bargaining unit seniority within the employee's classification and skill set.
- 2003 A full-time employee may request to work less than an eight (8) hour shift, and such shall occur by mutual agreement with supervision, and be paid only for hours worked.
- 2004 Work in excess of five days in a work week shall first occur by requesting volunteers with the required skill set. If there are no volunteers the excess work days will be scheduled by inverse bargaining unit seniority within the employee's classification and skill set.
- 2005 A full-time employee's status shall be maintained and the employee shall not be involuntarily reduced in status except as provided for in the Reduction in Force language.
- 2006 Section 2 – Regular Part-time Employees
- 2007 A part-time employee is defined as one who is regularly scheduled to work less than five (5) days of work, or less than eight (8) hours of work in a workday. All part-time employees shall be scheduled a minimum of four (4) hours of work per day. Employees may be required to float to other areas to fulfill the four (4) hours minimum requirement. Cancellation of work shall be by inverse Bargaining Unit Seniority within the employee's facility.
- 2008 A part-time employee must be available no less than twenty (20) hours of work per week. A part-time employee may, by mutual written agreement with the supervisor, work less than a four (4) hour shift and be paid only for hours worked.
- 2009 A part-time employee's status shall be maintained, and the employee may not be involuntarily reduced in status except as provided for in the Reduction in Force language.

2100 **ARTICLE 21 – BARGAINING UNIT SENIORITY**

2101 Section 1 – Seniority Definitions

- 2102 Bargaining Unit Seniority dates for full-time and part-time employees hired prior to December 18, 2008 are set forth in side letter #1, dated November 12, 2009. Bargaining Unit Seniority for all full-time and part-time employees, hired on or after December 18, 2008, shall be the employee's date of hire into a classification covered by this Agreement. Part-Time and Per Diem Step Advancement on the wage schedule will be as follows: 1600 compensated hours equals one (1) year.

- 2103 The seniority date of an employee shall not be adjusted for any reason.
- 2104 In the event two or more employees have the same bargaining unit seniority date, seniority will be determined by a lottery. The lottery process will be agreed upon by the Employer and the Union.
- 2105 Section 2 – Bridging of Seniority
- 2106 A Full-time, part-time or per diem/on-call employee who has six (6) months service and has terminated or retired and is rehired within six (6) months will retain all previously accrued service for benefit purposes, wage rate placement and seniority. Previously accrued sick leave hours will be restored provided they are less than five hundred (500) and were not used for Credited Service. For all other purposes, the employee will be considered a new hire.
- 2107 For all other purposes, the Employee will be considered as a new hire.
- 2200 **ARTICLE 22 – PROBATIONARY PERIOD**
- 2201 New Hires (Full-time, Part-time Employees)
- 2202 Newly hired employees entering the bargaining unit shall be regarded as probationary employees during the first ninety (90) calendar days of their initial employment.
- 2203 The probationary period may be extended only by mutual agreement between the Employer, the Employee and the Union, not to exceed thirty (30) days.
- 2204 The Parties, by mutual agreement between the employee’s immediate supervisor and the Union, may allow an employee to transfer during their new hire probationary period. Upon such transfer the employee will undergo a transfer evaluation period as defined in this Collective Bargaining Agreement.
- 2205 If an Employee is on leave at any time during the probationary period, time spent on leave will not count toward fulfilling the probationary period. The Employer will notify the Union in writing, via electronic or hard copy, at the time the employee goes out on leave. Upon the employee’s return from leave, the Union will be notified in writing, via electronic or hard copy, of the date the probation will end.
- 2206 Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the Grievance Procedure.

2300 **ARTICLE 23 – REDUCTION IN FORCE**

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

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

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

2304 A laid off employee may refuse a job offer and retain full recall rights if the job offered is not comparable in status, shift, and classification to his/her former position at the time of layoff or is more than thirty (30) miles from the employee’s original work location. A laid off employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable status, shift, and classification within the Bargaining Unit at the time of layoff. If an employee rejects an open comparable position offered at any time during the reduction in force process within the Bargaining Unit, the employee shall be laid off with no further recall rights.

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

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

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

Step 3. Two Options:

A. The displaced employee from Step 2 may displace the least senior full–time employee within another

classification covered by this Agreement, provided he/she has the qualifications to perform the work. If the employee is successful in changing classifications, there will be an evaluation period of ninety (90) calendar days. Failure to pass the evaluation period will result in layoff without further displacement rights.

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

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

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

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

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

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

2400 **ARTICLE 24 – TRANSFER RIGHTS**

2401 **Section 1 – Eligibility**

2402 Employees who successfully pass their probationary period shall be eligible to apply for transfer to a posted position. However, new hires to the organization must complete six months (180 days) in position after successfully passing their probationary period in order to be eligible to apply for transfer to a posted position.

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

2404 **Section 2 – Transfer Evaluation Period**

2405 When an employee transfers, said employee shall undergo a transfer evaluation period of ninety (90) calendar days in the new position. If, in the judgment of the

Employer, the employee fails to qualify for the new position at any time during the transfer evaluation period, the employee will be returned to his/her former position if unfilled. If the former position has been filled, or other operational changes make it unreasonable to return the employee to his/her former position, the Employer will place the employee in a vacant position, in which the employee possesses the required skill set.

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

2500 **ARTICLE 25 – JOB POSTING AND JOB BIDDING**

2501 Section 1 – Job Posting

2502 Notices of job openings within the bargaining unit shall be posted by the Employer by the usual and customary job posting process and will be posted internally for seven (7) calendar days. The job posting notice will include the beginning and ending posting dates, the qualifications for the position, including any special qualifications related to the position where the opening exists.

2503 Job postings shall include classification, hours, status, and required and preferred qualifications. The qualifications listed on the job posting shall be reasonably related to the duties of the position.

2504 Posted positions will indicate all qualifications an external candidate must possess to successfully apply for a position. Additionally, job posting will indicate all special experience requirements internal candidates must possess (e.g. 2 years pediatrics experience within the last three (3) years).

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

2506 Each qualified employee submitting an application for a new position or transfer will be considered. Those employees not receiving the position will be notified of the reason. The Union will be notified of such denial upon request.

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

2508 Temporary Workers

2509 Temporary Workers – Individuals who are hired to replace employees who are on a leave of absence will be considered temporary employees and shall be so advised and shall be informed of the approximate date the employee (for who they are covering) is expected to return from leave. Upon return to work of the original employee, said temporary employee's employment will end. Temporary employees may be hired for a continuous period of time not to exceed one-hundred-eighty (180) days (6 months).

Employers Request for Extension of Temporary Workers – The Employer may request an extension of the temporary assignment beyond the one-hundred-eighty (180) days (6 months) and the Union will not unreasonably deny the request.

2510 Section 2 – Job Bidding

2511 After successful completion of the initial probationary period, employees, may submit their interest on the employer careers website during the seven (7) calendar day internal posting period. However, new hires to the organization must complete six (6) months (180 days) in position after successful passing their probationary period in order to be eligible to apply for transfer to a posted position.

2512 Verified and qualified employees will be forwarded to supervisor for final selection.

2513 Where two (2) or more qualified employees have submitted a transfer request within the seven (7) calendar day internal posting period, the Employer will review the three (3) most senior qualified applicants (or two (2) if there are only two (2) applicants) and award the position based on bargaining unit seniority, skills and experience, provided there is no current corrective action/discipline in the personnel file.

2514 All qualified employees who have submitted transfer requests after the seven (7) day internal posting period shall be given equal consideration with non–bargaining unit applicants.

2515 Section 3 – Position Cancellation

2516 All vacant positions will be evaluated by Administration for the necessity to repost. The Employer will notify the Union of its decision to cancel a position. Upon the Union's request, the Employer will meet and confer with the Union regarding such cancellation, or modification of a position.

2517 Section 4 – Cross Training

2518 The Employer will determine the cross training to be conducted at each location. Qualified employees, at each location, will be selected on a seniority basis, workload capacity and skill set.

2600 **ARTICLE 26 – NEW OR REVISED JOBS**

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

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

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

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

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

2701 By mutual agreement between the employee and his/her supervisor, a regular part-time employee shall be offered nonscheduled and/or additional shifts at the facility where the hours occur, provided he/she possesses the skill set to perform the assigned tasks. Those regular part-time employees shall be offered additional shifts based on bargaining unit seniority by classification, and skill set.

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

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

2800 **ARTICLE 28 – DISCIPLINE AND DISCHARGE**

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

2802 **Section 1 – Just Cause**

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

2804 Section 2 – Request for Representation

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

2806 Section 3 – Progressive Discipline

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

2808 Section 4 – Furnishing of Documentation

2809 In the event the Employer disciplines or discharges an Employee, the Employer will, at the request of the Employee and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

2810 Section 5 – Right to Respond

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

2812 Section 6 – Expiration of Discipline

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

2900 **ARTICLE 29 – PERFORMANCE EVALUATIONS**

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

3000 **ARTICLE 30 – GRIEVANCE PROCEDURE**

3001 Any complaint or dispute arising between an employee and/or the Union and the Employer concerning the interpretation or application of the provisions of this

Agreement or any questions relating to wages, hours of work, or other conditions of employment, shall be resolved in accordance with this Article.

3002 Grievances filed on behalf of a group of employees, matters relating to contract interpretation, job classification or wage administration, and discharge cases will be filed directly at Step Two, within fourteen (14) calendar days after the employee had knowledge, or should have had knowledge, of the event which caused the grievance or complaint, by the Union.

3003 First Step

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

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

3006 Second Step

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

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

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

3010 Third Step

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

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

3013 Arbitration

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

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

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

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

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

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

3020 The grievant shall be permitted time off work to attend the arbitration proceedings. Said time off shall be without pay, unless arrangements have been made for the grievant to receive vacation pay. In addition, any approved time off granted for arbitration preparation shall be either approved vacation pay or without pay.

3021 Mediation

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

3023 The mediator shall be selected by mutual agreement of the Parties. The mediator shall serve for a one (1) day session and is thereafter subject to removal by either Party. In the event the Parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The Parties may select more than one mediator to serve in future sessions, and if such is done, the mediators will rotate one (1) day assignments, unless removed.

3024 Time Limits

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

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

3100 **ARTICLE 31 – DRESS AND PERSONAL APPEARANCE**

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

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

3102 Where the Employer requires employees to wear apparel that cannot be worn outside of the workplace (e.g., surgical scrubs), or requires apparel that contains a display of the organization's insignia which may be worn off premises, such apparel will be furnished by the Employer.

3200 **ARTICLE 32 – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION**

3201 In accordance with the Employer's compliance policies, indiscriminate or unauthorized access and/or review, use or disclosure of protected health information regarding any patient or Employee is expressly prohibited. Accessing, reviewing, discussing, photocopying or disclosing patient information, medical or

otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

3300 **ARTICLE 33 – SAFETY**

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

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

FRINGE BENEFITS

3400 **ARTICLE 34 – HEALTH AND DENTAL PLANS**

3401 Section 1 – Employee and Dependents Health Plan Coverage

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

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

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

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

3406 Section 2 – Health Plan Coverage for Retirees

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

3408 The Employer will make available an alternative health plan to all eligible retirees and their eligible dependents who reside outside of the Southern California Health Plan service area. For retirees who are eligible for Employer-paid retiree Health Plan and who move to another Kaiser Permanente Region, the retiree will be required to participate in the out-of-region plans. The retiree, spouse or domestic partner, will be required to assign Medicare, when applicable. For retirees who are eligible for Employer-paid retiree Health Plan and who move to an area not served by Kaiser Permanente, an out-of-area plan is available. The retiree also has the option of maintaining their Southern California Kaiser Permanente retiree Health Plan. Retirees who reestablish residence within the service area will be returned to the available Kaiser Foundation Health Plan coverage within sixty (60) days of written notification of the return to the Southern California Health Plan service area.

3409 Section 2 – Survivor Benefits

3410 In the event an employee, who is eligible for retiree Health Plan coverage and who has met the eligibility requirements for Early, Normal, Postponed or Disability retirement dies while actively employed, Kaiser Foundation Health Plan coverage will be provided to the spouse or eligible domestic partner when said deceased employee would have been eligible for coverage, provided the spouse or eligible domestic partner has not remarried/recommitted, and will continue until remarriage/recommitment or death. Coverage will continue for eligible dependent children until they reach limiting age. Upon the death of the employee, a “Special Dependent Child” who is beyond limiting age will be given the option to convert to direct pay and COBRA continued coverage.

3411 Section 3 – Employee and Dependents Dental Coverage

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

3413 Eligible dependents include spouse or eligible domestic partner, and unmarried dependent children up to age twenty-five (25). Physically or mentally handicapped

children are also covered if the disability or mental incapacity occurred prior to the dependent child turning age twenty-five (25). Annual certification of incapacity and dependency may be required by the Kaiser Foundation Health Plan.

3414 Coverage under the prepaid dental plans is effective on the first (1st) day of the calendar month following six (6) months of continuous employment. Employees must select an Employer-provided prepaid dental plan during their first (1st) three (3) years of continuous employment. Upon the open enrollment period following three (3) years of continuous service, such employees may select among Employer-provided prepaid dental plans and the Delta Dental Plan.

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

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

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

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

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

3419 Section 4 – Benefits for Domestic Partners

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

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

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

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

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

3500 **ARTICLE 35 – KAISER PERMANENTE RETIREMENT PLAN**

3501 Section 1 – Retirement Plan

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

3503 The formula for normal monthly retirement income shall be 1.45% of final average monthly compensation multiplied by years and months of Credited Service. Final average monthly compensation is the monthly average of an employee's base wages over the highest sixty (60) consecutive months of compensation (does not include bonuses, allowances and differentials) in the last one-hundred twenty (120) months of employment.

3504 One year of Service will be earned for each calendar year in which the employee is compensated for 1,000 or more hours of employment. In years when the employee attains fewer than 1,000 compensated hours, prorated service will be given. Service is used to determine vesting and an employee's eligibility for Early, Normal, Postponed, and Disability retirement, or for Deferred Vested Pension benefits.

3505 Effective on the date of contract ratification, any calendar year on or after the date of contract ratification in which an employee receives pay for 1800 hours or more

is a full year of Credited Service which is used to determine benefits. 2000 hours is needed for a year of Credited Service for years prior to date of contract ratification.

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

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

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

3600 **ARTICLE 36 – LIFE INSURANCE**

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

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

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

3603 Employees must elect to purchase the optional life insurance at time of hire. Coverage will be effective on the sixty–first (61st) day of continuous employment. Employees who wish to purchase optional coverage at a later date must provide proof of insurability.

3604 Employees must be actively at work on the date the Employer–paid and optional coverages become effective. If the employee is not at work on the sixty–first (61st) day, coverage is deferred until he or she returns to active employment.

3605 Employees who become totally and permanently disabled will receive the Employer–paid life benefit of \$6,000 and \$10,000 of the optional life insurance (if elected by the employee) paid out in monthly installments for up to five (5) years,

depending upon the employee's age at disability. If the employee has elected to purchase insurance in excess of \$10,000, the remainder of his or her basic life coverage over \$10,000, not subject to the Total and Permanent Disability provision, would remain in force until the employee attains age sixty-five (65), returns to work or ceases to be disabled.

3606 Life Insurance Coverage for Retirees

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

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

3700 **ARTICLE 37 – SURVIVOR ASSISTANCE BENEFIT**

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

3800 **ARTICLE 38 – EARNED TIME OFF PROGRAM**

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

Designated Holidays / Earned Time Off / Extended Sick Leave

3802 Section 1 – Designated Holidays

3803	New Year's Day Memorial Day	Independence Day Labor Day	Thanksgiving Day Christmas Day
------	--------------------------------	-------------------------------	-----------------------------------

Effective January 1, 2023, Martin Luther King Jr. Day will be included as a designated holiday.

3804 Section 2 – Earned Time Off Eligibility Date

3805 The Earned Time Off eligibility date determines the employee's accrual rate and is their date of hire, unless it is adjusted for unpaid leaves of absence in excess of sixty (60) days. Leaves of absence of 61 or more days will be deducted in their entirety from the Earned Time Off eligibility date. The Earned Time Off eligibility date will not be adjusted for Occupational Leaves of Absences.

3806 Section 3 – Earned Time Off Accrual Schedule

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

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

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

3809 Section 4 – Earned Time Off Accumulation and Use

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

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

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

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

3814 Section 6 – Designated Holiday During Earned Time Off

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

3816 Section 7 – Earned Time Off Pay

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

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

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

3820 Requesting Vacation Benefits

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

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

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

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

3824 Vacation Scheduling

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

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

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

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

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

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

3831 The total maximum annual vacation entitlement may be taken in one (1) consecutive period or may be split with the approval of the Employer and the employee into increments of no less than one (1) week. For those employees choosing to split their vacation period into two (2) or more increments, seniority will

apply on the first choice of vacation increment in each anniversary year. Upon all employees making said first choice, there shall be a second choice by seniority. In justifiable circumstances, the employee may request to split his/her vacation into increments of less than one (1) week. After March 1st, an employee may not exercise seniority to displace a less senior employee whose vacation was approved.

3832 Employees will cease accruing Earned Time Off (ETO) hours once their unused ETO account balance equals five hundred (500) hours. Employees must reduce their ETO account balance below five hundred (500) hours to receive accruals.

3833 Employees who suffer a disabling accident or hospitalization while on Earned Time Off may convert the Earned Time Off to Extended Sick Leave as applicable.

3834 Employees on Extended Sick Leave may, prior to the exhaustion of their Extended Sick Leave hours, elect to receive payment from their available Earned Time Off hours which will delay the commencement of an unpaid Medical or Occupational Leave. Once employees are on an unpaid leave of absence, they may request payment of their ETO hours which will serve as additional income only. Such ETO hours cannot extend the length of the Medical or Occupational Leave.

3835 Section 9 – Extended Sick Leave and Income/Extended Income Protection Plan

3836 Extended Sick Leave

3837 Extended Sick Leave hours will be earned on the basis of six (6) hour per month for each calendar month of employment. Payment of Extended Sick Leave hours will commence after the third (3rd) consecutive day of illness or on the first (1st) day of hospitalization.

3838 Part-time employees will accrue Extended Sick Leave hours at a rate of six (6) hours per month prorated based on actual straight time hours paid in the preceding two (2) pay periods.

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

3840 Extended Sick Leave Payments

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

- 3842 Time taken as Extended Sick Leave shall not be considered as time worked for the purpose of calculating overtime.
- 3843 Holiday During Extended Sick Leave
- 3844 Designated holidays which occur while the employee is on Extended Sick Leave will not be charged against the employee's Extended Sick Leave account. Employees will be paid for such holiday as unworked holiday.
- 3845 Use of Extended Sick Leave for Family Illness
- 3846 Employees may utilize up to one-half (1/2) of their annually accrued Extended Sick Leave for the purpose of providing care to their sick spouse or eligible domestic partner, children, or parent starting on the first (1st) day of hospitalization or after the third (3rd) consecutive day of illness.
- 3847 Integration with State Disability Insurance/Workers' Compensation Insurance
- 3848 If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation Insurance (WCI) payments, integration with Extended Sick Leave shall occur.
- 3849 It is the employee's responsibility to promptly file claims for any compensatory benefits for which he/she may be entitled and to provide documentation supporting the amount of such benefits.
- 3850 Section 10 – Disability Benefits – Income Protection and Extended Income Protection
- 3851 Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan.
- 3852 The benefit amount will be equal to either fifty percent (50%) of base wages, sixty percent (60%) if integrated with a statutory plan (i.e., State Disability Insurance, Workers' Compensation Insurance, etc.), or one hundred percent (100%) if the employee is on an approved rehabilitation program. If the employee is part-time, the benefits will be prorated according to the employee's scheduled hours. The minimum integrated benefit (prorated for part-time employees) provided by the program during the first (1st) year of disability will not be less than one thousand dollars (\$1,000) per month.
- 3853 Eligibility for Income Protection of Extended Income Protection
- 3854 Eligibility for Income Protection or Extended Income Protection is based on length of service.

- 3855 Income Protection Benefit – This benefit is provided to employees with less than two (2) years of service. Employees will receive a benefit commencing at the latter of exhaustion of Extended Sick Leave or according to SDI guidelines (i.e., eighth (8th) days of illness) and will continue for up to one (1) year from the date of disability with continued medical certification.
- 3856 Extended Income Protection Benefit – This benefit is provided to employees with two (2) or more years of service. Employees will receive a benefit commencing at the latter of exhaustion of Extended Sick Leave or three (3) months from the date of disability and will continue for up to five (5) years from the date of disability with continued medical certification. Benefits due to psychological related disabilities and alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability. The Duration of Benefits Schedule will apply to employees age sixty (60) or over who become disabled while eligible for this program.
- 3857 Coverages, limitations and exclusions of the foregoing Income and Extended Income Protection Plans are established and controlled by the Employer’s agreements with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

3900 **ARTICLE 39 – LEAVES OF ABSENCE**

3901 Section 1 – Eligibility

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

3903 Section 2 – Medical Leave

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

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

- 3906 Premiums for continued Health Plan coverage, dental plan coverage and Employer–paid group life insurance coverage during an authorized Medical Leave and in the case of disabilities due to pregnancy will be paid by the Employer for the entire period of the leave provided three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial authorized Medical Leave expires, according to an employee’s eligibility for Medical Leave.
- 3907 Employees on a Medical Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.
- 3908 Section 3 – Occupational Leave
- 3909 Upon the exhaustion of Extended Sick Leave and, if elected, Earned Time Off benefits, an Occupational Leave will be provided to employees disabled due to work related illness or injury, provided that a physician’s certification is submitted setting forth the necessity for such a leave and the anticipated duration of disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.
- 3910 Employees will be provided an Occupational Leave for up to a maximum of two (2) years. An employee who exhausts the two (2) year Occupational Leave of Absence and has not returned to work shall be terminated.
- 3911 The Occupational Leave will expire in less than two (2) years if an employee is no longer disabled and can perform his or her predisability job with or without reasonable accommodation; or if there is uncontroverted medical evidence that the employee is permanently disabled and cannot perform his or her predisability job with or without reasonable accommodation; or ninety (90) days after an Award from the Workers’ Compensation Appeals Board indicating that the employee is permanently disabled and cannot perform his or her predisability job with or without reasonable accommodation.
- 3912 While on an Occupational Leave of Absence, employees are obligated to comply with the procedures set forth in this Agreement and with all other policies, procedures and laws relating to Workers’ Compensation benefits.
- 3913 Premiums for continued Health Plan coverage, dental plan coverage and Employer–paid group life insurance coverage during an authorized Occupational Leave will be paid by the Employer during the entire period of leave.
- 3914 Employees on an Occupational Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.
- 3915 Section 4 – Family Leave

- 3916 Leaves for the situations which are covered by the Family Leave and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.
- 3917 The Employer will comply with the provisions of the California Family Rights Act of 1991, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violation of this Paragraph must be pursued under the procedures of these Acts.
- 3918 Section 5 – Benefits While on Family Leave
- 3919 Premiums for continued Health Plan coverage, dental plan coverage and Employer paid group life insurance coverage during an authorized Family Leave will be paid by the Employer during the entire period of leave.
- 3920 Employees on a Family Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.
- 3921 Section 6 – Military Leave
- 3922 All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of USERRA, as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of that Act.
- 3923 The Employer agrees that employees on extended military duty will have their Earned Time Off, Extended Sick Leave, and other benefits restored upon reinstatement in accordance with the above named statutes.
- 3924 Employees covered by this Agreement who are called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing the Employer with a certificate of evidence of his/her service, shall be granted up to two (2) weeks leave for such duty. Following such leave, the employee shall be returned to his/her former position and shift at his/her current rate of pay.
- 3925 Premiums for continued Health Plan coverage, dental plan coverage and Employer paid group life insurance coverage during an authorized Military Leave will be paid by the Employer during the leave not to exceed ninety (90) calendar days.
- 3926 Section 7 – Personal Leave
- 3927 Personal Leaves of Absence, without pay, may be granted for compelling emergency reasons, subject to the eligibility requirements for leaves, provided there are no adverse scheduling problems. The maximum period for a Personal Leave of Absence is thirty (30) calendar days. Requests for a Personal Leave of

Absence must be submitted, in writing, by the employee for their manager's consideration.

3928 Section 8 – Benefits While on Personal Leave

3929 Premiums for continued Health Plan coverage, dental plan coverage and Employer paid group life insurance coverage during an authorized Personal Leave will be paid by the Employer during the entire period of leave not to exceed thirty (30) calendar days providing three (3) calendar months lapse between incidents of application.

3930 Employees on a Personal Leave are eligible to accrue Earned Time Off and Extended Sick Leave benefits for one (1) month.

3931 Section 9 – Bereavement Leave

3932 Effective the first day of the month following eligibility, full-time and part-time employees are eligible for bereavement leave. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their immediate family member. Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more one way to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

3933 Immediate family member for Bereavement Leave is defined as the employee's:

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

3934 Part-time employees will receive Bereavement Leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths out of area (300 miles or more one way from the employee's residence). Pay for Bereavement Leave is based on scheduled workdays/hours within such three (3) or five (5) calendar day period.

3935 Section 10 – Jury Duty

3936 Commencing on the first (1st) day of employment, an employee called for jury service will be excused from work. The employee will be paid his/her regular straight time pay for jury service. For employees not regularly scheduled to work a Monday through Friday day shift, the employer agrees to temporarily adjust their schedule to a Monday through Friday day shift, to accommodate jury services, provided that the employee provides a minimum of two (2) weeks advance notification of jury service. The employee must show proof of jury service including the assigned panel number.

3937 When excused from jury service for a whole or partial day, the employee must notify their supervisor immediately. On any day of jury service in which an employee is excised entirely or in sufficient time to permit the Employee to return to work for a minimum of one-half (1/2) of his/her scheduled workday, he/she shall be required to do so.

3938 Section 11 – Reinstatement After an Authorized Leave

3939 When an employee returns to work from an authorized leave of absence, the Employer will return the employee to his/her former position, as soon as is reasonable. If the former position has been filled, or other operational changes make it unreasonable to return the employee to his/her former position, the Employer will make a good faith effort to place the employee in a vacant position that is comparable to the former position as is reasonable under the circumstances.

3940 If an employee works for wages during the leave of absence, without receiving written permission from the Employer, the employee shall be considered automatically terminated.

3941 An employee on a leave of absence who fails to return to work at the expiration of said leave should be considered automatically terminated.

3942 Section 12 – Education Leave

3943 Education leave with pay may be used where a license or certificate issued by the State of California requires ongoing recertification for employment and shall be paid at straight time.

3944 Full-time employees in eligible classifications are eligible for leave up to three (3) working days per year after completion of one (1) year of service. Part-time employees in eligible classifications are eligible for one (1) working day of leave per year, after completion of one (1) year of service. Unused educational leave shall be cumulative up to a maximum of six (6) days for full-time employees, and two (2) days for part-time employees. Educational leave may be utilized on other than scheduled work days and shall not count toward weekly overtime.

3945 Education Leave (including online and outside KP training) must be requested sufficiently in advance to enable effective planning and scheduling and at least fourteen (14) days prior to the date of the course. Course information/description will be submitted to the employer along with the educational leave request. The employer will respond to the request within ten (10) calendar days. An employee who is involved in providing direct patient care may request Educational Leave by home study/online, preferably to be completed outside of regularly scheduled work hours and based on operational need. Educational leave by home study/online will be paid at straight time.

3946 Section 13 – Personal Time Off

3947 Commencing with the first day of employment an employee may request, in advance, Personal Time Off without pay for short periods of time, not to exceed five (5) work days per calendar year. Requests for Personal Time Off shall be submitted in writing. Personal time off will not be unreasonably denied but approval will be based on the Employer's operational needs.

4000 **ARTICLE 40 – CONFORMITY TO LAW**

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

4100 **ARTICLE 41 – NO WORK STOPPAGES**

4101 The Employer and the Union realize that the Employer's facilities are different in their operations from other industries because of the services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Employer, nor suspensions of work on the part of the Employees, it being one of the purposes of the agreement to guarantee that there will be no strikes, lockouts or work stoppage.

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

DURATION OF AGREEMENT

4200 **ARTICLE 42 – DURATION OF AGREEMENT**

4201 This Agreement shall become effective upon the date of ratification October 1, 2021, except as otherwise specifically indicated, and shall continue in effect for four (4) years, until August 19, 2026, after which time all terms and conditions of this agreement will expire.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Agreement on October 1, 2021.

FOR THE EMPLOYER:

Kaiser Foundation Health Plan
Southern California Medical Group

/S/ Julie Miller-Phipps
Julie Miller-Phipps

/S/Sylvia Everroad
Sylvia Everroad

/S/ Frank Hurtarte
Frank Hurtarte

/S/ Rhonda Tribble
Rhonda Tribble

/S/ Richard D. Rosas
Richard D. Rosas

/S/ Caron E. Mcnearney
Caron E. Mcnearney

/S/ Tamara Riley
Tamara Riley

/S/ George Martinez
George Martinez

/S/ Kathleen Ralleca
Kathleen Ralleca

/S/ Julie Dunbar
Julie Dunbar

/S/ Chris Arriola
Chris Arriola

FOR THE UNION:

United Food and Commercial Workers
International Union, Local 770

/S/ John Grant
John Grant

/S/ Cindie McGinnis
Cindie McGinnis

WAGE STRUCTURE – APPENDIX A

SOUTHERN CALIFORNIA REGION

KERN COUNTY - UFCW, LOCAL 770- ADMIN-CLERICAL

Job Title	Job Code	YEAR	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	PAY ID	Long 10 YEAR	Long 20 YEAR
			01 Step 1	05 Step 2	08 Step 3	09 Step 4	10 Step 5	11 Step 6	12 Step 7	13 Step 8	14 Step 9	15 Step 10		
Administrative Clerk	18606	10/3/2021	19,964	20,669	21,401	22,163	22,720	23,292	23,876	24,476	25,095	25,722	26,222	26,472
		10/2/2022	20,563	21,289	22,043	22,828	23,402	23,991	24,592	25,210	25,848	26,494	26,994	27,244
		10/1/2023	20,974	21,715	22,484	23,285	23,870	24,471	25,084	25,714	26,365	27,024	27,524	27,774
		9/29/2024	21,393	22,149	22,934	23,751	24,347	24,960	25,586	26,228	26,892	27,564	28,064	28,314
Administrative Specialist I	18607	10/3/2021	21,255	22,002	22,779	23,583	24,170	24,770	25,401	26,046	26,706	27,379	27,879	28,129
		10/2/2022	21,893	22,662	23,462	24,290	24,895	25,513	26,163	26,827	27,507	28,200	28,700	28,950
		10/1/2023	22,331	23,115	23,931	24,776	25,393	26,023	26,686	27,364	28,057	28,764	29,264	29,514
		9/29/2024	22,778	23,577	24,410	25,272	25,901	26,543	27,220	27,911	28,618	29,339	29,839	30,089
Administrative Specialist II Outside Case Mgmt Clerk	18608 21113	10/3/2021	23,363	24,184	25,034	25,928	26,573	27,246	27,936	28,637	29,356	30,089	30,589	30,839
		10/2/2022	24,064	24,910	25,785	26,706	27,370	28,063	28,774	29,496	30,237	30,992	31,492	31,742
		10/1/2023	24,545	25,408	26,301	27,240	27,917	28,624	29,349	30,086	30,842	31,612	32,112	32,362
		9/29/2024	25,036	25,916	26,827	27,785	28,475	29,196	29,936	30,688	31,459	32,244	32,744	32,994
Disability Claims Processor	18552	10/3/2021	24,066	24,919	25,796	26,718	27,392	28,079	28,784	29,501	30,248	31,009	31,509	31,759
		10/2/2022	24,788	25,667	26,570	27,520	28,214	28,921	29,648	30,386	31,155	31,939	32,439	32,689
		10/1/2023	25,284	26,180	27,101	28,070	28,778	29,499	30,241	30,994	31,778	32,578	33,078	33,328
		9/29/2024	25,790	26,704	27,643	28,631	29,354	30,089	30,846	31,614	32,414	33,230	33,730	33,980
OHS Claims Proc I Population Mgmt Support Coord	18550 21107	10/3/2021	25,460	26,356	27,285	28,254	28,971	29,702	30,451	31,214	31,991	32,795	33,295	33,545
		10/2/2022	26,224	27,147	28,104	29,102	29,840	30,593	31,365	32,150	32,951	33,779	34,279	34,529
		10/1/2023	26,748	27,690	28,666	29,684	30,437	31,205	31,992	32,793	33,610	34,455	34,955	35,205
		9/29/2024	27,283	28,244	29,239	30,278	31,046	31,829	32,632	33,449	34,282	35,144	35,644	35,894
OHS Claims Proc II Healthplan Rep	18551 21114	10/3/2021	25,592	26,485	27,422	28,386	29,106	29,839	30,587	31,348	32,140	32,946	33,446	33,696
		10/2/2022	26,360	27,280	28,245	29,238	29,979	30,734	31,505	32,288	33,104	33,934	34,434	34,684
		10/1/2023	26,887	27,826	28,810	29,823	30,579	31,349	32,135	32,934	33,766	34,613	35,113	35,363
		9/29/2024	27,425	28,383	29,386	30,419	31,191	31,976	32,778	33,593	34,441	35,305	35,805	36,055
Health Educ Asst	21116	10/3/2021	26,519	27,462	28,436	29,447	30,161	30,920	31,695	32,485	33,305	34,139	34,639	34,889
		10/2/2022	27,315	28,286	29,289	30,330	31,066	31,848	32,646	33,460	34,304	35,163	35,663	35,913
		10/1/2023	27,861	28,852	29,875	30,937	31,687	32,485	33,299	34,129	34,990	35,866	36,366	36,616
		9/29/2024	28,418	29,429	30,473	31,556	32,321	33,135	33,965	34,812	35,690	36,583	37,083	37,333
PBS Biller	18553	10/3/2021	27,099	28,053	29,034	30,058	30,823	31,594	32,386	33,208	34,042	34,890	35,390	35,640
		10/2/2022	27,912	28,895	29,905	30,960	31,748	32,542	33,358	34,204	35,063	35,937	36,437	36,687
		10/1/2023	28,470	29,473	30,503	31,579	32,383	33,193	34,025	34,888	35,764	36,656	37,156	37,406
		9/29/2024	29,039	30,062	31,113	32,211	33,031	33,857	34,706	35,586	36,479	37,389	37,889	38,139
Administrative Svc Co-ord II Sr Healthplan Rep	18605 21115	10/3/2021	27,348	28,316	29,311	30,352	31,113	31,889	32,697	33,517	34,352	35,214	35,714	35,964
		10/2/2022	28,168	29,165	30,190	31,263	32,046	32,846	33,678	34,523	35,383	36,270	36,770	37,020
		10/1/2023	28,731	29,748	30,794	31,888	32,687	33,503	34,352	35,213	36,091	36,995	37,495	37,745
		9/29/2024	29,306	30,343	31,410	32,526	33,341	34,173	35,039	35,917	36,813	37,735	38,235	38,485
Claims Reviewer ACS Outside Referral Coordinator	18558 18800	10/3/2021	29,325	30,352	31,421	32,536	33,353	34,191	35,053	35,931	36,839	37,765	38,265	38,515
		10/2/2022	30,205	31,263	32,364	33,512	34,354	35,217	36,105	37,009	37,944	38,898	39,398	39,648
		10/1/2023	30,809	31,888	33,011	34,182	35,041	35,921	36,827	37,749	38,703	39,676	40,176	40,426
		9/29/2024	31,425	32,526	33,671	34,866	35,742	36,639	37,564	38,504	39,477	40,470	40,970	41,220
Professional Services Coder I	19052	10/3/2021	31,245	32,343	33,485	34,672	35,538	36,430	37,338	38,277	39,244	40,224	40,724	40,974
		10/2/2022	32,182	33,313	34,490	35,712	36,604	37,523	38,458	39,425	40,421	41,431	41,931	42,181
		10/1/2023	32,826	33,979	35,180	36,426	37,336	38,273	39,227	40,214	41,229	42,260	42,760	43,010
		9/29/2024	33,483	34,659	35,884	37,155	38,083	39,038	40,012	41,018	42,054	43,105	43,605	43,855
Professional Services Coder II	19054	10/3/2021	37,513	38,833	40,196	41,616	42,655	43,725	44,824	45,950	47,109	48,294	48,794	49,044
		10/2/2022	38,638	39,998	41,402	42,864	43,935	45,037	46,169	47,329	48,522	49,743	50,243	50,493
		10/1/2023	39,411	40,798	42,230	43,721	44,814	45,938	47,092	48,276	49,492	50,738	51,238	51,488
		9/29/2024	40,199	41,614	43,075	44,595	45,710	46,857	48,034	49,242	50,482	51,753	52,253	52,503

Index

A

Access of Union Representatives.....	2
Accountability of the Union and the Employer.....	1
Additional Shifts for Regular Part–Time Employees.....	18
Arbitration.....	20
Assessment/Orientation Process.....	9

B

Bargaining Unit Seniority.....	12
Benefits for Domestic Partners.....	25
Benefits While on Family Leave.....	34
Benefits While on Personal Leave	35
Bereavement Leave.....	35
Breaks and Meal Period.....	7
Bridging of Seniority.....	13
Bulletin Boards.....	3

C

Call Back Pay.....	8
Communication and Input.....	1
Community Disaster.....	4
Confidentiality of Records and Protected Health Information.....	22
Conformity to Law.....	37
Court Appearances.....	10
Courteous and Responsible Relationships.....	1
Coverage.....	9
Cross Training.....	17

D

Days Off and Starting Times.....	4
Designated Holiday During Earned Time Off.....	29
Designated Holiday Scheduling.....	8
Designated Holidays.....	28
Differential.....	9
Disability Benefits – Income Protection and Extended Income Protection.....	32
Discipline and Discharge.....	18
Disposition of Earned Time Off at Retirement or Termination.....	29
Dress and Personal Appearance.....	22
Duration of Agreement.....	38

E

Earned Time Off Accrual Schedule.....	28
Earned Time Off Accumulation and Use.....	28
Earned Time Off Eligibility Date.....	28
Earned Time Off in Service Cash Out Option.....	28
Earned Time Off Pay.....	29
Earned Time Off Program.....	27
Education Leave.....	37
Eligibility.....	15,32
Eligibility for Income Protection of Extended Income Protection.....	32
Eligibility Requirements.....	9
Employee and Dependents Dental Coverage... Employee and Dependents Health Plan Coverage.....	24
Employees Working in A Higher Classification...	10
Ensuring Courtesies.....	1
Evening Shift Differential.....	6
Expiration of Discipline.....	19
Extended Sick Leave.....	30
Extended Sick Leave and Income/Extended Income Protection Plan.....	30
Extended Sick Leave Payments.....	31

F

Family Leave.....	34
First Step.....	19
Flexible Schedules.....	7
Full–Time Employees.....	11
Furnishing of Documentation.....	18

G

Grievance Procedure.....	19
--------------------------	----

H

Health and Dental Plans.....	22
Health Plan Coverage for Retirees.....	23
Holiday During Extended Sick Leave.....	31
Hours of Work and Overtime Pay.....	4

Index

I			
Individual Agreements.....	2	Overtime – 2x Regular Rate of Pay.....	5
Integration with State Disability Insurance/ Workers’ Compensation Insurance.....	31	Overtime Scheduling.....	5
		P	
J		Parent / Parents–In–Law Health Plan Coverage....	25
Job Bidding.....	16	Pay Periods.....	6
Job Posting.....	16	Pay Periods and Pay Computation.....	6
Job Posting and Job Bidding.....	16	Performance Evaluations.....	19
Jury Duty.....	36	Personal Leave.....	35
Just Cause.....	18	Personal Time Off.....	37
		Physical /Health Examinations.....	10
K		Position Cancellation.....	17
Kaiser Permanente 401(k) Plan (KP401k).....	26	Probationary Period.....	13
Kaiser Permanente Retirement Plan	25	Progressive Discipline.....	18
		Q	
L		Qualified Bilingual Staff.....	9
Leaves of Absence.....	32		
Level Description.....	8	R	
Life Insurance.....	26	Recognition.....	2
Life Insurance Coverage for Retirees.....	27	Recognition and Union Security.....	2
Longevity.....	11	Reduction in Force.....	13
Loss of Differential.....	9	Regardless of Profession.....	1
		Regular Part–time Employees.....	12
M		Reinstatement After an Authorized Leave.....	36
Management’s Rights.....	3	Request for Representation.....	18
Mediation.....	21	Requesting Vacation Benefits.....	29
Medical Leave.....	33	Retirement Plan.....	25
Meetings.....	10	Right to Respond.....	18
Method of Computing Pay.....	6		
Mileage.....	10	S	
Military Leave.....	34	Safety.....	22
		Second Step.....	20
N		Selection of Qualified Bilingual Staff.....	9
New Employees.....	3	Seniority Definitions.....	12
New Hires (Full–time, Part–time Employees).....	13	Shift Differentials.....	5
New or Revised Jobs.....	17	Shop Stewards.....	3
Night Shift Differential.....	6	Status of Employment.....	11
No Reduction in Rates.....	11	Survivor Assistance Benefit.....	27
No Work Stoppages.....	37	Survivor Benefits.....	23
Non duplication / Non pyramiding of Overtime.....	6		
Nondiscrimination.....	11	T	
		Third Step.....	20
O		Time Limits.....	21
Occupational Leave.....	33	Transfer Evaluation Period.....	15
Overtime – 1 1/2x Regular Rate of Pay.....	4	Transfer Rights.....	15
Overtime – 2 1/2x Regular Rate of Pay.....	5	Transition to the National Agreement – Appendix B..	43
		Treatment of One Another.....	1

Index

U

Union Membership.....	2
Union Recognition Pins.....	3
Use of Extended Sick Leave for Family Illness.....	31

V

Vacation Scheduling.....	29
Voluntary Exchange of Schedules.....	8

W

Wage Structure – Appendix A.....	40
Weekend Scheduling.....	7
Work Schedules.....	6
Work Schedules and Breaks.....	6
Workday and Workweek Defined.....	4
Working Rules.....	11