CLINICAL LABORATORY SCIENTISTS
AND MEDICAL LABORATORY TECHNICIANS

A G R E E M E N T

October 1, 2021 – February 1, 2026

between

UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION,

LOCALS 135, 324, 770 and 1428

and

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

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AGREEMENT

This Agreement is entered into and effective as of this first day of October 2021 by and between Southern California Permanente Medical Group, hereinafter referred to as the "Employer," and UFCW Locals 135, 324, 770, and 1428, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

The foremost obligation to the Employer and the employees is to assure Health Plan members and the public that laboratory services are handled in accordance with the highest professional standards. The Employer and the employees pledge full cooperation in such mutual undertaking. All employees, regardless of position or profession, are expected to perform in an efficient, courteous and dignified manner when interacting with fellow employees, patients, the public and customers.

100 ARTICLE I - SCOPE OF AGREEMENT

101 Definitions

102 The term "employee" or "employees" as and wherever used in this Agreement shall mean and include all Clinical Laboratory Scientists and Medical Laboratory Technicians, excluding supervisors, of the Employer at the Medical Offices and Hospitals located in the Southern California Region and within the geographical jurisdiction of the Union, but shall exclude all Clinical Laboratory Scientists and Medical Laboratory Technicians covered by other Labor Agreements.

103 The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action. Supervisory employees will not perform duties normally performed by employees falling within the scope of this Agreement except for training or emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer. Individual laboratory supervisors assigned to the Medical Center Laboratory only may perform bargaining unit work as provided in this Paragraph and in Paragraph 104. Supervisors performing bargaining unit work as provided herein will not do so for the sole purpose of denying work opportunities to bargaining unit members, exclusive of overtime. In instances of significant abuse of the limitation described in Paragraph 104, remedies for any grievance may include appropriate compensation to the affected party. Any grievance claiming such will be automatically advanced to Step III.

104 Laboratory departments will not assign supervisors in any workweek to perform bargaining unit work in excess of the number of hours arrived at by multiplying twenty (20) times the total number of laboratory supervisors who are licensed Clinical Laboratory Scientists in said department.

200 ARTICLE II – RECOGNITION AND COVERAGE

201 Recognition

202 The Employer recognizes the Union as the exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work, other terms and conditions of employment.

203 Bargaining Unit Work

204 All work generally performed by employees within this bargaining unit shall not be assigned to any person not in this bargaining unit or contracted for with any other Union, except as may be necessitated by technological or legislative changes or for bona fide business reasons. The Employer may continue to contract out work in the manner in which it has been historically contracted out. The Employer and the Union will carefully review the status of any employee displaced by technological or legislative change to locate suitable employment for the employee or employees. The Employer shall make available to the Union any information necessary for a constructive discussion of these matters.

300 ARTICLE III – MANAGEMENT'S RIGHTS

301 The Union recognizes that there are rights and responsibilities belonging solely to the Employer such as, but not limited to, the authority to determine the type and scope of work to be performed and the services and products, if any, to be provided, to establish schedules of operation, and to decide the methods, processes, means, and place of providing services and products, except where specifically limited in this Agreement.

400 ARTICLE IV – UNION SECURITY AND REPRESENTATION

401 Membership Requirement - Union Shop

402 All employees shall become members of the Union, not later than the thirty-first (31st) day following the date of their employment by the Employer who is signatory to this Agreement, or not later than the thirty-first (31st) day following the effective date of this Agreement, or the date of signature, whichever is later. Such employees shall remain members in good standing of the Union during the period of such employment as a condition of employment.

403 Membership Obligation

404 Upon the failure of the employee to tender initiation fees, reinstatement, dues, or any of them to the Union, the Union shall notify the Employer in writing of such failure and the Employer shall discharge said employee no later than the seventh (7th) calendar

day after such notice unless the employee pays or tenders to the Union said unpaid monies prior to the expiration of the seven (7) calendar day period.

405 Check-Off

406 The Employer shall deduct Union dues and initiation fees, by the amount uniformly required by the Union, for all employees who have voluntarily submitted appropriate written authorization to the Employer. Said authorizations shall be irrevocable only for a period of one (1) year or to the termination date of this Agreement, whichever occurs first. Dues deductions shall be made monthly and shall be remitted to the Union as soon as possible, after they are deducted by the Employer. Initiation fees shall be deducted on a biweekly basis for a time frame of twenty-six (26) pay periods. It shall be the Union's responsibility to keep accurate accounting of each employee's dues and initiation fees deductions and to adjust any discrepancies directly with said employee.

407 Indemnification

408 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 dues check-off provision of this Agreement.

409 Hire and Transfer Notice

410 On the basis of each pay period, but in no event less than twice a month, the Employer will provide the Union a list of employees hired or transferred between facilities to include the employee's name, address, telephone number, Social Security number, job classification, title, rate of pay, date of hire or transfer, and location of the facility where employed.

411 New Hire Probation

412 The probationary period of employment for full-time employees shall be three (3) months following the last day of new hire orientation. Orientation periods are outlined by area under separate agreement. The probationary period for part-time employees shall be forty (40) working days or four (4) calendar months, whichever is longer, but in no event shall the probationary period exceed six (6) months from the employee's date of hire. During the probationary period all terms and conditions of the collective bargaining agreement shall apply, except the discharge and seniority clauses. The probationary period shall be extended by any time that the employee may be absent from work. Upon completion of such probationary period, when the Employer determines that the new employee cannot be properly evaluated, the probationary period may be extended only upon agreement of the parties, provided that in no event shall such extension be longer than an additional forty-five (45) days for full-time and for part-time employees. (See Appendix C for Per Diem probationary period.)

413 Physical Examinations

414 Employees who are required to submit to and satisfactorily pass a mandatory pre-employment screening before their start date as a condition of employment, and to submit to an annual screening as a condition of continued employment, shall be notified in writing by the Employer of such requirement.

415 The cost of such pre-employment screening shall be borne by the Employer. Employees shall be compensated at the appropriate rate of pay for time spent completing the annual screening.

416 Access of Business Representatives

417 In order to observe conditions existing under this Agreement and to settle grievances, representatives of the Union shall have the right to visit the Employer's facilities. The Union further agrees that it will arrange with the person in charge for such investigation of reported grievances and/or corrective action meetings and that any meetings between employees and Union representatives shall be conducted with the least possible interference with the Employer's operations. Such meetings shall be held on the premises in a place designated by the person in charge.

418 The Employer agrees to permit the Union representative, upon request, to review the current roster of employees.

419 Bulletin Boards

420 The Employer will provide a bulletin board or posting location to be located in the Laboratory Department for posting of Union literature.

421 Union Principles

422 The Employer shall not discharge or discriminate against any employee for upholding Union principles, as long as such act does not constitute a violation of this Agreement, and nothing herein shall be so construed as to abrogate an employee's rights under the law.

423 At the end of a New Employee Orientation which includes members of this bargaining unit, a Union Representative may be afforded up to twenty (20) minutes to present information about the Union.

500 ARTICLE V – DISCIPLINE OR DISCHARGE

501 The language below is supplemented by the provisions of the National Agreement between the parties, as long as the current National Agreement is in effect.

502 The Employer shall discipline or discharge an employee for just cause only.

503 It is the intent of the Employer to utilize progressive discipline in normal circumstances. The discipline imposed will be appropriate to the offense. Where deemed appropriate, the Employer may elect to use informal corrective action such as verbal counseling or

documented counseling prior to the issuing of formal discipline. Formal discipline imposed may include written warnings, final warnings, and discharge.

504 Employees who are demoted or discharged for incompetence or minor misconduct in connection with work performance (including excessive absenteeism or excessive tardiness) shall first have had two (2) prior warnings in writing which are active pursuant to Paragraph 506 preceding the discharge for related or similar offenses with a copy sent to the Union. The employee must initial the warning notice to attest only to having received a copy of said warning notice. Warning notices shall be issued only by management personnel.

505 Employees shall have the right to have a Union representative to be present at any meeting with the Employer when such meetings are accusatory, or disciplinary in nature.

506 Employees will receive copies of all Discipline / Corrective Action placed in their personnel file. Discipline / Corrective Action for which there has been no recurrence for one (1) year shall not be used as a basis for progressive discipline in any future discipline matters. Said one (1) year period shall commence on the date the Discipline / Corrective Action was issued, and will automatically be extended by any absences of sixty (60) consecutive calendar days or more for a period of time equal to the duration of said absence.

507 To satisfy governmental record keeping requirements, copies of all Discipline / Corrective Action shall be permanently maintained in a separate file to which supervisors shall not have access.

508 Upon receipt of Discipline / Corrective Action, other than discharge, by an employee, said employee shall have fifteen (15) calendar days from receipt to file a grievance concerning the Employer's action at the Second Step. All grievances concerning discharge shall be filed within ten (10) calendar days from the date the employee is advised in writing by the Employer of said discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

509 The Employer may place employees off work on an administrative leave without pay for a reasonable period of time, not to exceed ten (10) workdays in normal circumstances, to investigate charges of gross misconduct such as, but not limited to, fighting, reporting to work under the influence of drugs or alcohol, or gross negligence. In the event there is found to be insufficient cause, then the employee will be made whole as to all lost wages, benefits and seniority.

600 ARTICLE VI - SENIORITY

601 Definition of Seniority

602 Bargaining unit seniority for full- and part-time employees shall be defined as the continuous period of employment measured from the date the employee last entered the Clinical Laboratory Scientist or Medical Laboratory Technicians classification at a facility covered by this Agreement.

603 Department seniority for full- and part-time employees shall be defined as the continuous period of employment measured from the date the employee last entered the Clinical Laboratory Scientist or Medical Laboratory Technicians classification in a specified department at a facility covered by this Agreement.

604 The department subdivisions under which seniority shall apply are listed in Appendix D. For good and sufficient reason, the Employer may modify the department designations. Written notice shall be provided to the Union at least sixty (60) calendar days prior to the implementation of such modification. Upon notification, the Union may request to meet and confer in an attempt to reach agreement on the proposed changes. Failing agreement, the Employer may implement the modifications. The Union shall have the right to challenge the modification through the grievance procedure.

605 If in any provision throughout this Agreement the measure of service to be used is not expressly stated, the measure shall be bargaining unit service.

606 Part-time seniority shall be based on hire date except that part-time employees hired prior to February 1, 2019 shall use their adjusted seniority date and accumulate future seniority after February 1, 2019 based on that adjusted date. On and after February 1, 2019, straight-time hours compensated will no longer be used to adjust seniority dates for part-time employees.

607 A full-time employee is one who works forty (40) hours or more per week.

608 A part-time employee is one who works less than forty (40) hours per week, but may be assigned to full-time work to fill a temporary vacancy caused by vacation, illness, injury or leave of absence.

609 A Per Diem employee is one who works on an intermittent basis and is not normally scheduled for any particular hours per day or per week. A Per Diem employee will not be assigned work until all part-time employees assigned to the department have been offered, or permitted to decline, all hours available to them at straight time pay.

610 Per Diem employees shall accumulate seniority based on their straight-time hours compensated, not to exceed eighty (80) hours in a pay period. One (1) month of seniority shall be granted for each one hundred and seventy-three and one third (173.33) hours worked.

611 Per Diem employees, and the rights and benefits of employees assigned as Per Diems, are further described in Appendix C.

612 <u>Service Credit</u>

613 “Service credit” shall mean that period of continuous employment with the Employer, less any absence from employment, excepting regularly scheduled days off, which exceeds thirty (30) calendar days for personal leave or sixty (60) calendar days for medical leave. Where unpaid absences exceed the thirty (30) or sixty (60) calendar days respectively, service credit will be adjusted by the total number of days of absence. However, upon return from any unpaid authorized leave, the employee's service credit accrued prior to such leave shall be retained. In the event of an

industrial leave of absence, the employee's seniority shall continue during the entire period of such leave.

614 Vacation Schedule Preference

615 Employees shall be given their preference for vacation in accordance with their position in department seniority.

616 Job Posting

617 Departmental Bidding

618 When a vacancy arises, the position will first be made available only to employees in the department where it occurs, for a period of five (5) weekdays. Among employees who bid, the position will be awarded based on department seniority and may include qualifications. Should the Employer elect to fill the vacancy created by such placement, this process will then be repeated. If the subject vacancy is not filled in pursuant with this process, the position will be posted in accordance with paragragh 619 below.

619 Notices of all job openings within the bargaining unit, including higher-rated classifications, night call assignments and extended weekends, shall be posted by the Employer at the facility where the opening exists, and at all other facilities of the Medical Center area where the opening exists which are within the area covered by this Agreement. The job posting notice may include special qualifications for the classification and for full-time and part-time positions shall also include the predominant shift(s) as set forth in paragraph 716, and will be posted a minimum of seven (7) calendar days prior to filling the vacancy on a permanent basis.

Newly hired employees must complete six (6) months of continuous employment from date of hire before being able to transfer to a posted position in another department, in accordance with the forgoing provisions. During such six (6) month period, the employee may not transfer to another position within the department more than twice (2X).

An employee may not transfer in accordance with the foregoing provisions more than three times (3X) in a calendar year.

620 Requests for transfer received within the seven (7) day posting period shall be granted on the basis of seniority provided employees possess the necessary aptitude and experience consistent with efficient laboratory practices. Transfer requests received after the seven (7) day posting will be given preferential consideration over outside applicants only if such transfer requests were submitted prior to the receipt of the external applications.

621 Seniority shall be applied in the following selection order:

- Department (applying department seniority)
- Bargaining Unit (applying bargaining unit seniority)

622 Lead Selection

623 In addition to seniority as applied above, the selection of a Lead may be based on additional factors such as performance evaluations, pertinent training, education, and previous job experience and interpersonal and communication skills.

624 If all employees exercise seniority for nonassignment, the Employer shall assign employees by inverse seniority, beginning with the least senior employee within the department, to work a particular assignment in order to maintain efficiency of operations.

625 In the event the Employer exercises its right pursuant to Paragraph 621 to assign the least senior employee to a particular assignment, such assignment will be temporary and the employee will be returned to his former position as soon as the job opening has been filled and the employee is able to assume the responsibilities of the assignment. Nothing herein restricts the Employer's sole and exclusive right to staff for the orderly operation of its facilities.

626 An employee who voluntarily reassigned pursuant to Paragraph 619 may elect in writing to return to his former position within seven (7) calendar days of such reassignment. An employee who is promoted to a lead position may elect to return to his/her former position within fourteen (14) calendar days. Upon receipt of such written notification, the Employer will return such employee to his former position if such position exists, on the next full weekly schedule following a seven (7) day period after the request pursuant to efficient operations of the department. Employees who qualify for and are accepted for reassignment pursuant to this Article shall receive a new job trial period for sixty (60) calendar days. Should the employee fail to meet the job requirements at any time during the trial period, said employee will be returned to his/her former job position. If an employee elects to return or is returned to his former position, all employees will revert back to their former positions and the job opening will be filled pursuant to Paragraph 619 using the original job posting.

627 Job Bidding Prerequests

628 Employees scheduled for more than one (1) week of vacation, may submit a prerequest for a permanent job opening which may occur within their department during their absence. Such prerequest must be submitted one (1) week prior to the start of the vacation period.

629 Reduction in Force

630 This language is supplemented by the National Employment Income Security Agreement between the parties, as long as the current National Employment Income Security Agreement is in effect.

631 The Employer and the Union will carefully review the status of any employee displaced by technological or legislative change to locate suitable employment for the employee or employees. The Employer shall make available to the Union any information necessary for a constructive discussion of these matters.

632 A reduction in force is accomplished by classification. Should a reduction occur in the Lead Clinical Laboratory Scientist classification, the least senior employee in the facility / department in the Lead Clinical Laboratory Scientist classification shall be the first displaced. Such employee may then displace the least senior Clinical Laboratory Scientist within the same status (full-time over part-time twenty four (24) or more hours, over part-time less than twenty four (24) hours, over Per Diem) and shift within the Medical Center area. Such displaced employee may exercise his/her rights as stipulated in the following paragraphs of this section.

633 In a reduction in force, the Employer shall identify, by department / facility and status, the position(s) to be displaced. The least senior employee in the identified status and department / facility shall displace the least senior employee within the same status and shift within the Medical Center area or department. Such displaced employee may then displace the least senior employee in the same status within the Medical Center area or department. Such least senior employee, if more senior than employees in lower status levels, shall then displace the least senior employee in the lower status level (full-time over part-time 24 or more hours, over part-time less than 24 hours, over Per Diem).

634 An employee who is to be laid off from the Medical Center area or Regional Reference Laboratory as a result of the proceeding reduction in force language may, at the time of layoff, file requests with the Employer to fill any open job classification in a different Medical Center area or Regional Reference Laboratory. Such requests shall be valid for the same period of time as outlined in Paragraph 639. The employee must specify the location desired. The Employer will only be required to make one (1) offer of placement, and if refused, the employee's request is canceled. Employees placed under this provision will retain all previously earned service credits, and shall be removed from the recall list.

635 Clinical Laboratory Scientists may not displace Lead Clinical Laboratory Scientists in a reduction in force.

636 In all instances of bumping, open vacant positions in the same affected classification in the Medical Center area or Regional Reference Laboratory will be considered as being the least senior position for bumping purposes.

637 For purposes of reduction in force, all references to seniority shall mean bargaining unit seniority.

638 A reduction in force includes a reduction in hours from full-time to part-time status.

639 The Employer will give as much advance notice as possible to affected employees and the Union of a pending reduction in force, but in no event shall said notice be less than thirty (30) calendar days.

640 <u>Recall Rights</u>

641 Laid off employees will be recalled to open positions only after active employees have been permitted the opportunity to exercise job bidding rights within their own department. A laid off employee shall have recall rights to the resultant open positions in the Medical Center area and Regional Reference Laboratory where the layoff

occurred for twelve (12) calendar months beginning with the date of layoff. Employees shall be recalled by bargaining unit seniority.

642 In all cases of job displacement during a reduction in force and job placement during a recall, employees must be qualified to perform the full scope of the work. Employees shall be afforded adequate training and / or orientation.

643 Employee Transfer

644 Employees who transfer between locations covered by this Bargaining Unit Agreement shall retain all previously earned bargaining unit seniority.

645 Condition of Transfer

646 Transfer of an employee from a bargaining unit facility to any other Employer facility in other medical areas will be effected only with the consent of the employee. Employees who transfer from other medical areas to a bargaining unit facility, at the Employer's request, shall be treated as new hires in establishing seniority for purposes of a layoff, vacation preference and for job openings as defined in this Article.

647 An employee's service credit as defined in Paragraph 613 above shall be recognized for all other purposes should an employee transfer into the bargaining unit.

648 Seniority for Job Bidding - Part-time Employees

649 Part-time employees may use their seniority to bid on full-time job openings within their same classification at other facilities within an Area Operation. Part-time employees must bid for full-time openings in writing on a form provided by the Employer. Bids shall be submitted to supervision. The full-time job opening shall be awarded to the senior qualified bidder.

650 A part-time employee shall have the right to claim additional part-time hours as they become available in the employee's assigned facility up to eight (8) hours per day and forty (40) hours per week based on the employee's department seniority and ability to perform the work. The parties agree, however, that the Employer must maintain an ample force of qualified part-time employees only to meet the minimum scheduling requirements of the laboratory.

651 Loss of Seniority

652 Seniority shall be lost by:

653 1) Voluntary quit.

654 2) Discharge for cause.

655 3) Failure to accept and report for work within ten (10) calendar days after date of mailing of notice of recall which shall be sent by registered or certified letter to the last address shown for the employee on the records of the Employer.

656 4) Failure to report for work in accordance with the terms of any leave of absence, unless the terms are otherwise agreed upon by the Employer and the employee.

657 5) Retirement.

658 6) Transfer out of the bargaining unit; except that any employee heretofore or hereafter promoted to a supervisory position shall retain any accumulated bargaining unit seniority, but shall not continue to accumulate bargaining unit seniority while working as a supervisor. In the event of such employee's return to the bargaining unit, the employee may utilize any previously accumulated bargaining unit seniority for purposes of bidding on posted job openings; however, in no case will such employee be permitted to displace a bargaining unit employee in the absence of a bid. Return of any supervisory employee to the bargaining unit shall be at the sole discretion of the Employer.

659 Seniority List

660 A seniority list containing both the department and bargaining unit seniority dates of all employees by department within the bargaining unit shall be established and maintained. The pertinent department seniority list shall be made available to the employees within the department and the representatives of the Union at all times. Further, an updated list shall be furnished to the Union on March 1 and September 1 of each year.

661 Seniority lists for each department will be separate for all purposes of application.

662 In the event two (2) or more employees have the same department seniority date, their bargaining unit seniority dates will be used to determine their relative seniority.

663 In the event two (2) or more employees have the same bargaining unit seniority date, employee numbers shall be used. In such event, the employee with the lowest employee number shall be considered the most senior. For employees hired before August 15, 2005 (or the date that My HR – PeopleSoft became effective), employee numbers as assigned in the Genesys system shall be used. For employees hired on or after August 15, 2005 (or the effective date of My HR-PeopleSoft), employee numbers as assigned in the PeopleSoft system shall be used.

700 ARTICLE VII - HOURS OF WORK

701 Workweek and Workday

702 Normal Workweek.

703 The normal workweek shall be forty (40) hours, consisting of five (5) eight (8) hour days and two (2) days of rest within a period of seven (7) consecutive days. A normal day's work shall consist of eight (8) hours to be worked within eight and one-half (8 1/2) consecutive hours in a twenty-four (24) hour period. Full-time employees shall be scheduled for two (2) consecutive days off within a fourteen (14) consecutive day period, except where work schedules which do not provide such consecutive days off

have been established prior to the effective date of this Agreement. Once established, individual employee schedules will not be changed except for good and sufficient cause. Nothing in the foregoing shall preclude the Employer from changing employee schedules on a temporary basis to meet the fluctuating operations of the laboratory or to meet short term staffing needs.

704 Holiday Workweek.

705 A holiday workweek shall be thirty-two (32) hours consisting of four (4) eight (8) hour days other than the holiday except where two (2) holidays occur in the same workweek the workweek shall be twenty-four (24) hours consisting of three (3) eight (8) hour days other than the holidays.

706 Minimum Work Schedule

707 Full-time.

708 All full-time employees shall be scheduled to work not less than a normal workday of eight (8) hours and a normal workweek of five (5) days of work. In cases where a part-time position is worked at forty (40) straight time hours in a week for a period of eight (8) consecutive pay periods, the union and the company shall meet to discuss and resolve the issue, which may include the posting of said position as full-time.

709 Part-time.

710 A benefited part-time employee shall normally be scheduled to work not less than four (4) hours in a workday and forty (40) hours in a pay period. A part-time employee may be scheduled from time to time to work less than a normal workday to fulfill the exceptional staffing requirements of the laboratory. The Employer shall not create any part-time jobs at the expense of what could otherwise be a full-time job or jobs.

711 Meal Period

712 All hours shall be worked consecutively, except for a scheduled meal period which shall be one-half (1/2) hour. The meal period may be extended up to one (1) hour if mutually agreed to by the bargaining parties. No eight (8) hour employee shall be scheduled for more than five (5) hours or less than three (3) hours before a meal break.

713 Work Schedules

714 The Employer agrees to post a legible schedule in ink or other permanent type of the working hours for all employees. Such schedule shall show the full name of each employee, the classification, starting time, quitting time and days off. It is further agreed that the schedules shall remain posted for four (4) weeks in advance, and will be maintained on a weekly basis. Any changes in the schedule will be made by 12:00 O'clock Noon on Thursday of the week preceding the schedule change except for emergencies. In such circumstances, it is the responsibility of the Employer to notify the employee of such change in schedule. If the work schedule within any day is changed after Friday without reasonable cause, the matter may be subject to the grievance procedure. Such schedule shall be posted on the bulletin board or at a

place where all employees and representatives of the Union may observe same at all times during the workweek. An employee shall be guaranteed pay for the specific days in a workweek for which scheduled to work, provided the employee is available for such work. When regular work is unavailable, the employee shall perform any work to which he/she may be assigned. In the event operations cannot commence or continue when so recommended by civil authorities; or public utilities fail to supply electricity, water, or gas; or the interruption of work is caused by an act of God, the foregoing guarantees shall not be applicable. No employee will be normally required to involuntarily work more than seven (7) consecutive days in any combination of workweeks. At the time of schedule posting it is the responsibility of the employee to bring to the Employer's attention any time he / she is scheduled more than said seven (7) consecutive days. The Employer will make every attempt to change the schedule to rectify the situation.

715 Work Shifts

716 There shall be three (3) shifts of work with the ranges of normal starting time as follows:

Day Shift:	5:00 a.m.	-	10:00 a.m.
Evening Shift:	2:00 p.m.	-	6:00 p.m.
Night Shift:	10:00 p.m.	-	2:00 a.m.

717 Employees whose normal starting time is between 5:00 a.m. and 10:00 a.m. shall be day shift employees. Similarly, employees whose normal starting time is between 2:00 p.m. and 6:00 p.m. shall be evening shift employees and employees whose normal starting time is between 10:00 p.m. and 2:00 a.m. shall be night shift employees.

718 If an employee's normal starting time within a shift is permanently changed by more than one-half (1/2) hour or the employee's regularly scheduled days off are permanently changed, the employee may elect to accept the new schedule or displace a less senior employee within the same shift in their department provided the displaced employee possesses the necessary aptitude and experience consistent with efficient laboratory practices. If qualified, the less senior employee so displaced may elect to fill the available starting time or schedule or displace the least senior employee within the shift in their department who would then be assigned to the available starting time or schedule.

719 If an employee's shift is permanently changed, the employee may elect to accept the new shift or displace a less senior employee within the same shift in their department provided the displaced employee possesses the necessary aptitude and experience consistent with efficient laboratory practice. If qualified, the less senior employee so displaced may elect to fill the available shift or displace the least senior employee within the same shift in their department who would then be assigned to the available shift.

720 It is understood that the right to establish schedules is the exclusive right of the Employer.

721 Rest Periods

722 Each employee shall receive a fifteen (15) minute uninterrupted rest period in each half of the workday. An employee who works ten (10) or more hours in a workday shall receive an extra fifteen (15) minute uninterrupted rest period. Insofar as practicable, rest periods shall be permitted and taken sometime near the middle of each half of the workday.

723 If continuous operation is required in the job concerned, either a substitute will be provided or the rest period delayed until the operation is completed.

724 The Employer shall make every effort to give breaks to employees, other than causing an employee to interrupt a continuous operation.

725 A rest period may be combined with the lunch period when it is impossible to give relief, for example, on weekends.

726 Legal Proceedings

727 Any employee served with a legal notice, citation, or subpoena which involves any facet of the Employer's operation, or which may require the employee to appear in legal proceedings during scheduled work time shall immediately inform the Employer of such service.

728 Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances or standby in legal proceedings arising out of the course of and scope of employment.

729 Call Back

730 When an employee is called back to work after completing a normal workday, the employee shall receive not less than four (4) hours pay at time and one-half (1 1/2) or at the appropriate premium rate. Such pay shall commence at the time the employee arrives at the facility and shall end when the employee leaves the facility. If the immediate work, necessitating the call back, is accomplished in less than four (4) hours, at the Employer's discretion the employee may be assigned to other work of the same general type for which the employee is qualified.

731 Notice of Intended Absence

732 Employees who are required to be absent from work for any reason will provide their immediate supervisor or designated representative with notification as soon as the employee has knowledge of the intended absence, preferably no later than two (2) hours, when possible.

733 By January 31 of each year, that management and union representative will meet to discuss coverage for the year.

800 ARTICLE VIII - OVERTIME

801 Definition of Overtime Rates

802 “Overtime rates,” as used in this Article, shall mean the rates for the overtime hours worked as provided in this Article.

803 Definition of Week and Day

804 “Week,” as used in this Article, shall mean and consist of the seven (7) day period beginning at 12:00 a.m., Monday. “Day,” as used in this Article, shall mean and consist of the twenty-four (24) hour period beginning at the time the employee commences work. Employees assigned to schedules which include rotating weekends shall commence the workweek at 12:00 a.m. Sunday.

805 Overtime Rates

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

807 All hours worked in excess of eight (8) hours in a workday. (Workday is defined as the twenty-four (24) hour period beginning when the employee commences work.) In the event an employee's prescheduled work schedule causes him/her to commence work earlier than the preceding day, the overtime rate set forth herein shall be applicable only if more than three (3) hours are involved. The three (3) hour exception shall not apply to employees called in early for a prescheduled shift. This overtime rate will not be applicable if such earlier start time is the result of an employee’s request, regardless of how much earlier said employee’s shift may commence. Part-time employees may waive overtime premiums for working over eight (8) hours in the above stated twenty-four (24) hour period. This may be accomplished by said employee requesting, in writing, to be included on a voluntary overtime waiver list. Inclusion on this list does not waive overtime premiums for working over forty (40) hours in a workweek. Employees may request, in writing, to be removed from the list at anytime.

808 All hours worked in excess of forty (40) hours in a week.

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

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

811 Two (2) times the regular rate of pay should be paid for hours worked on the seventh (7th) consecutive day of work in a workweek except when such schedule results from the request of the employee. The Employer may change the work schedule of any employee to avoid the payment of the seventh (7th) consecutive day, provided the full-time employee receives a normal schedule of forty (40) hours pay.

812 Employees shall be eligible to receive seventh (7th) consecutive day premium provided that no more than one (1) of the preceding six (6) days have been

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

813 Only designated holiday hours worked shall count as time worked for the purpose of computing weekly overtime.

814 Overtime Scheduling

815 Scheduled and unscheduled overtime shall be offered on an equitable rotation basis within each overtime subdivision, except in those situations of an extreme and immediate nature beginning initially with the most senior employee. Employees shall have no right to claim overtime on any day said employee is paid as jury duty or educational leave. An overtime subdivision shall be the facility where the department is subdivided into facilities, or the department where the facility is subdivided into departments.

816 A list by overtime subdivisions shall be maintained by the Employer noting those employees who desire to work overtime. On January 1, April 1, July 1 and October 1 of each year employees may add or delete their names from this list. An employee who does not accept a minimum of thirty-three and one-third (33 1/3) percent of offered overtime work during a designated quarter shall not be permitted to have his/her name on the following quarter's overtime list.

817 Unclaimed overtime whether scheduled or unscheduled will be assigned to the least senior employees within an overtime subdivision and such employees shall be required to work the overtime. This language is supplemented by the National Agreement, Section 1.H.3. as long as the current National Agreement is in effect.

818 Nothing in the foregoing shall require the Employer to offer overtime to an employee when such assignment, if accepted, would result in repeating overtime payments; for example, a series of consecutive days worked. Nothing in the foregoing shall require the Employer to offer overtime to an employee at two and one-half (2 1/2) times or two (2) times when other employees are available to work the overtime at one and one-half (1 1/2) times. Nothing in the foregoing shall preclude the Employer from having the necessary work performed on a nonovertime basis. In all instances of overtime assignment, the employee must possess the necessary qualifications and experience consistent with efficient laboratory practice to be eligible for assignment.

819 Nonduplication

820 Payment of overtime rates shall not be duplicated, and to the extent that hours are paid at an overtime rate, such hours shall not be counted further for purposes of calculating overtime for any other hours or day. Time paid for, but not worked, shall not count as time worked for purposes of calculating overtime or premium payments.

821 Nonpyramiding

822 Payment of overtime rates shall not be pyramided, and to the extent that hours are compensated for at overtime rates under one provision, such hours shall not be compensated again at overtime rates under any other provision. Where two (2) or

more overtime provisions are applicable to the same hours worked, the higher shall be paid.

900 ARTICLE IX - COMMUNITY DISASTER

901 Because of the nature of our medical care organization, it is recognized that a major community disaster could require the services of our organization and facilities far beyond those normally provided. In the event of such a disaster, and in recognition of our obligation to the community, Article VII - Hours of Work and Article VIII - Overtime, will be inapplicable during the period of such unusual demands caused by this disaster, provided that the facilities of the organization are made available to non-members as well as members of the Kaiser Foundation Health Plan. It is further provided that Articles VII and VIII will also be inapplicable during bona fide disaster program drills, excluding educational programs.

1000 ARTICLE X - COMPENSATION

1001 Wages

1002 Appendix A, attached hereto and by reference made a part of this Agreement, sets forth classifications and appropriate wage schedules.

1003 New Employees Placement on Structure

1004 New employees with less than two (2) years as a California licensed Clinical Laboratory Scientist shall be paid at the starting step of the wage schedule.

1005 New employees with two (2) or more years of experience as a California licensed Clinical Laboratory Scientist shall be paid at the rate on the wage schedule one (1) step lower than their experience as a Clinical Laboratory Scientist suggests, not to exceed the four (4) Year Rate on the wage structure.

1006 Shift Differentials

1007 A shift differential of ten percent (10%) per hour shall be paid to all employees working on the evening shift commencing between the hours of 2:00 p.m. and 6:00 p.m.

1008 A shift differential of fifteen percent (15%) per hour shall be paid to all employees working on the night shift commencing between the hours of 10:00 p.m. and 2:00 a.m.

1009 All employees whose regular starting time is other than described in Paragraph 716 will receive the appropriate shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.

1010 Shift differential shall not be included as part of the base pay for purposes of calculating overtime. Shift differential will be paid for time worked only.

1011 Travel Allowance

1012 Employees required to travel as required by the Employer during a daily work schedule shall be compensated at their regular rate of pay.

1013 An allowance equal to the prevailing organizational mileage allowance shall be paid to an employee required to travel from his/her regular work location to another location during his normal working hours. He/she shall be paid such allowance per mile for the difference in distance from his home to his regular location and from his home to such temporary location, if an employee is required to report on a temporary basis to a work location other than his/her regular work location.

1014 Injury on the Job

1015 When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

1016 No Reduction of Wages or Benefits

1017 It is agreed that no employee shall as a result hereof, suffer any reduction in wages or other benefits.

1100 ARTICLE XI - PAID TIME OFF

1101 The Employer will provide a Paid Time Off Program which has four (4) components as follows:

Designated Holidays
Vacation
Sick Leave
Life Balance Days

1102 Section 1 - Designated Holidays

1103 Employees shall be eligible for paid designated holidays effective on his/her date of hire. The following shall be recognized as paid designated holidays:

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

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

1104 Designated Holiday Work Schedule and Notification

1105 Employees may request assignment or non-assignment to work a designated holiday within the subdivisions described in Paragraph 815 on the basis of department seniority. Should an insufficient number of employees on a shift request assignment,

volunteers shall be solicited without regard to shift or day off. Should inadequate staffing remain on a shift, the Employer shall assign employees by inverse department seniority on said shift, beginning with the least senior employee, to work the designated holiday. An employee who is normally scheduled to work on a day which a designated holiday falls, may not be displaced by a more senior employee who is not normally scheduled to work that day. An employee who requests to work the designated holiday on his/her day off will not be entitled to the designated holiday hours worked counting towards daily or weekly overtime or consecutive day premium.

1106 An employee who is selected to work a designated holiday by inverse department seniority may request and receive a mutually agreeable day off, without pay, within thirty (30) days of the designated holiday, subject to appropriate staffing requirements. All employees shall receive at least one (1) of the following three (3) holidays off unless the employee requests to work all of them: New Year's Day, Thanksgiving Day, Christmas Day.

1107 The Employer shall solicit employees for designated holiday work schedules thirty (30) days in advance to permit application of seniority to determine the designated holiday work schedule and schedule posting a minimum of fourteen (14) days prior to the designated holiday.

1108 Employee's Day Off

1109 If an employee's day off falls on a designated holiday, he shall receive an additional day off within the thirty (30) days preceding or thirty (30) days following the designated holiday with full pay.

1110 Designated Holiday Guarantee

1111 An employee who works on a designated holiday, but fails to complete at least their normal shift, shall receive designated holiday pay at straight time pay for the balance of the non-worked hours to a maximum of their normal shift hours.

1112 Eligibility for Designated Holiday Pay

1113 An employee shall be eligible to receive designated holiday pay having met the following qualifications.

1114 Must have performed work during the payroll week in which the designated holiday falls, unless the designated holiday falls on the part-time employee's only scheduled workday in the week.

1115 Must have worked both the last scheduled shift prior to the designated holiday, and the next scheduled shift following the designated holiday, unless an absence from one or both of such shifts is due to sickness, or because of death in the employee's immediate family (Paragraph 1117), or because of a similar good cause.

1116 No designated holiday pay shall be paid to an employee for any designated holiday which occurs during a period of layoff or unpaid leave of absence, except as specified in Paragraph 1115, or which occurs following the effective date of termination of employment.

1117 No designated holiday pay shall be paid to an employee who is scheduled to work on a designated holiday and fails to do so, unless such absence is because of sickness or because of death in the immediate family (mother, father, including in-laws, children, brother, sister, spouse or eligible domestic partner, grandparents, grandchildren, stepparents, stepchildren, legal guardian and legal ward), or because of similar good cause.

1118 Designated Holiday Pay

1119 Full-time. Designated holiday pay for hours not-worked shall be computed by multiplying by a maximum of eight (8) times the employee's regular straight-time hourly rate as of the last day of work prior to the designated holiday.

1120 Part-time. Part-time employees shall be entitled to designated holiday pay in accordance with this Article. Part-time employees shall receive ten percent (10%) of the straight-time hours worked by the employee during the preceding pay period. Designated holiday pay shall not exceed eight (8) hours' pay. Schedules shall not be changed for the purpose of avoiding or minimizing designated holiday pay.

1121 Designated Holiday Premiums

1122 No deduction shall be made from the pay of employees for the observance of the designated holidays listed above, and compensation for work performed on said designated holidays shall be two and one-half (2 1/2) times the appropriate regular rate of pay, plus any applicable premium or shift differential, unless an arrangement is made to pay the employee time and one-half (1 ½) with a compensatory day off to be taken within thirty (30) calendar days following the designated holiday with pay at straight time. Such an arrangement shall be worked out on an individual basis, between the employee and the immediate supervisor subject to the efficient operation of the laboratory. Such request shall not be unreasonably denied.

1123 Section 2 - Vacation Eligibility Date

1124 Vacation Eligibility Date

1125 The vacation eligibility date determines the employee’s accrual rate and is their date of hire, unless it is adjusted for unpaid leaves of absence or for the period of time that the employee worked in an ineligible status in another employee group.

1126 An employee shall not forfeit any accrued rights earned prior to the commencement of the leave during an authorized leave of absence without pay.

1127 The vacation eligibility date shall mean that period of continuous employment with the Employer, less any unpaid leave of absence from employment which exceeds sixty (60) days. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. The vacation eligibility date will not be adjusted for Occupational Leave of Absence.

1128 Section 3 – Vacation Schedule

1129 Each full-time employee shall accrue vacation hours on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month	Days per Year
0-4 Years	6.666	10
5-8 Years	10.00	15
9-10 Years	13.33	20
11 Years or More	16.66	25

1130 Part-time employees will accrue prorated vacation hours in accordance with the above schedule(s) on the basis of an average of straight time hours paid during the preceding two (2) pay periods.

1131 Vacation Pay

1132 Employees shall not receive their shift differential with vacation pay. Vacation pay shall be at the base hourly wage rate the employee is receiving on the date time off is taken.

1133 Vacation shall not be considered as time worked for the purposes of calculating overtime.

1134 Vacation Accumulation

1135 Employees may accumulate up to a maximum of two (2) times their annual vacation account.

1136 Vacation at Termination or Retirement

1137 An employee who terminates employment or retires will receive payment for all accrued and unused vacation at the base hourly wage rate the employee is receiving on that date.

1138 Requesting Vacation Benefits

1139 Employees taking less than one (1) week of vacation will be paid based on their regularly scheduled hours for each day of vacation taken.

1140 Full-time employees taking one (1) week of vacation will be paid for forty (40) hours of vacation. Part-time employees taking one (1) week of vacation have the following two (2) options for weekly payment: pay based on the average hours worked in the two (2) preceding pay periods or forty (40) hours.

1141 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. The supervisor shall give the employee notification of approval or denial within seven (7) days of the request.

1142 Vacation In-Service Cash Out-Out Option

1143 Eligible employees may elect to cash-out vacation during the annual election period in accordance with the existing Employer's Policy and the National Agreement.

1144 Vacation Scheduling

1145 Requests for vacation shall be submitted by February 1 of each year and the Employer shall inform employees of their vacation scheduled by April 1 of each year.

1146 The employees shall be permitted to select their vacation period without restriction throughout the vacation year, subject to the efficiency of operations. Such requests will not be unreasonably denied.

1147 Vacation shall be scheduled within each respective department. Variations to department designations may exist for vacation scheduling purposes only. Modifications to such existing vacation modules or creation of new modules must have the prior agreement of the bargaining parties. Vacation Preferences will be awarded based on department seniority. Employees who transfer between departments must reschedule their vacation year utilizing available open weeks where a conflict of preapproved vacation exists with current employees within that department.

1148 The vacation schedule may be changed by the Employer only for extreme and compelling reasons to ensure the orderly operation of the facility. An employee may be permitted to cancel his/her scheduled vacation for good and sufficient cause. Such cancellation must occur before the posting of department schedules except in emergencies. The canceled vacation period will be reposted for five (5) days if possible. Employees with available vacation hours may bid on such open unscheduled hours:

- First by seniority of those who have previously submitted and have been denied vacation before the Feb. 1st deadline and have banked vacation days available.

- If no employee who previously selected that vacation period by the Feb. 1st deadline bids on it, then selection will be by lottery.

1149 If accrued vacation has been exhausted, previously approved Vacation increments may be canceled.

1150 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.

1151 The employees of a department/unit may by unanimous agreement implement an alternative vacation selection process. The alternative selection process must have the prior approval of the parties.

1152 The Employer will schedule where possible the employee's days off in such a way that they are attached to the employee's vacation period. Vacation will be scheduled and taken in accordance with the employee's workweek as defined in Paragraph 804.

1153 Vacation Pay Advance

1154 The employee may request vacation pay in writing two (2) weeks prior to taking scheduled vacation, and such vacation paycheck will be made available to the employee on the last day of work prior to starting the vacation.

1155 Vacation Relief

1156 The Employer, subject to availability of qualified replacements, will provide adequate vacation relief and will, to every extent possible, accomplish required work without undue hardship on any one (1) employee or group of employees.

1157 The Employer shall make every reasonable effort to ensure that the maximum number possible of employees are allowed to go on vacation during the summer period of June through September of each year.

1158 Section 4 - Sick Leave and Income/Extended Income Protection Plan

1159 This language is supplemented by the National Agreement, as long as the current National Agreement is in effect. See Section 1.C.3 (c) Time Off Benefit Enhancement.

1160 Sick Leave hours will be earned on the basis of ten (10) hours per month for each calendar month of employment. Part-time employees will accrue hours at a rate of ten (10) hours per month prorated based on an average of straight time hours paid in the preceding two (2) pay periods.

1161 An employee shall be entitled to sick leave with pay on the first day of illness provided the employee accrued sick leave in his/her sick leave bank. Sick leave taken for Family Leave purposes will run concurrent with Family Leave.

1162 Sick Leave time off for which pay is received shall not be considered an interruption of continuous service.

1163 Sick Leave shall not be considered as time worked for purposes of computing overtime.

1164 Employees shall not receive their shift differential with Sick Leave pay. Sick Leave pay shall be at the base hourly wage rate the employee is receiving on the date Sick Leave is taken.

1165 Income Protection and Extended Income Protection

1166 Employees who are scheduled to work twenty (20) hours or more per week shall be provided with an Income Protection Plan or Extended Income Protection Plan. Whether the employee is eligible for Income Protection or Extended Income Protection is based on their length of service.

1167 Employees with less than two (2) calendar years of service, Income Protection benefits shall be payable after the exhaustion of the Sick Leave for the duration of one (1) year from the date the employee first (1st) became disabled or when no longer disabled, whichever is less.

1168 Employees with two (2) or more calendar years of service, Extended Income Protection benefits shall be payable after the exhaustion of the Sick Leave or three (3) months of disability, whichever is later, and shall continue for the duration of five (5) years from the date the employee became disabled or is no longer disabled or if over age sixty (60) according to the Duration of Benefits schedule, whichever is less. The Extended Income Protection benefits due to psychological related disabilities and/or alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability, unless the employee is institutionalized at the end of the three (3) year period. In this event, benefits would continue to three (3) months following release from the institution.

1169 Income Protection and Extended Income Protection benefits are payable at a level of fifty percent (50%) of base hourly rate times scheduled hours per month, sixty percent (60%) with integration with other statutory plans or seventy percent (70%) with an approved rehabilitation employment program (prorated for employees less than full-time). The minimum integrated benefit (prorated for employees less than full-time) provided by the program during the first (1st) year of disability will not be less than one thousand dollars ($1,000.00) per month.

1170 Income Protection and Extended Income Protection coverage terminates at the end of employment or upon transfer to an ineligible status.

1171 The intent of the above Income Protection and Extended Income Protection language is to provide a summary of benefits available. Income Protection and Extended Income Protection benefits are governed by the Employer's contract with the insurance company.

1172 Integration of vacation and sick leave with State Disability Insurance or Workers' Compensation or Family Medical Temporary Disability.

1173 Employees who are eligible for basic State Disability Insurance (SDI) benefits or Workers' Compensation (WC) benefits or Family Medical Temporary Disability (FMTD) shall have their sick leave integrated with paid SDI or WC or FMTD benefits, so that combined SDI/WC/FMTD pay and sick leave pay totals normal straight time salary. The reduced amount of sick leave payment shall then be charged against the employee's sick leave. All contractual provisions as specified in Article XII, Leaves of Absence, will apply. In the payment to an employee on sick leave, disability, or

Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.

1174 It is the employee's responsibility to promptly file claims for any eligible compensation benefits, and to report the amount of such benefits to the Employer's Personnel Office.

1175 Doctor's Certificate

1176 A doctor's certificate or other authoritative verification of illness may be required only where the Employer has evidence of excessive illness or where the employee otherwise gives reasonable cause to suspicion the absence by a pattern of absences.

1177 Life Balance Days

1178 This section is supplemented by the National Agreement, as long as the current National Agreement is in effect. See Section 1.C. (3) Time Off Benefit Enhancement.

1179 Full-time Employees shall accrue Life Balance Days of three and one third (3.33) hours per month to a maximum of forty (40) hours per year, at any given time. Part-time Employees will accrue Life Balance Days on a prorated basis based on hours paid (up to a maximum of eighty (80) hours per pay period) in the previous two (2) pay periods.

1180 Life Balance Days may be used for any reason the employee chooses without restriction and may be used for less than a full day. In the event an employee elects to utilize Life Balance Days in conjunction with vacation, those Life Balance Days may be granted only after the vacation selection process outlined in this Agreement. The Life Balance Days will, insofar as possible, be granted on the day(s) most desired by the employee. Requests for Life Balance Day(s) will be made seventy-two (72) hours in advance and subject to Departmental Approval. The Employer, at its option, may also approve requests made less than seventy-two (72) hours in advance. Employees will have preference as to their choice based upon department seniority. Life Balance Days requests will be considered for anytime of the calendar year and shall be granted in an emergency situation. In the event that a request(s) for a Life Balance Day(s) is continuously denied and not rescheduled by the Employee, the parties will meet, upon the Union's request, to determine the appropriate resolution. Life Balance Days may be donated to another benefited employee. Life Balance Days that are accrued, and not used, are paid out upon termination, retirement or transfer to an ineligible status.

1181 Once granted, a more senior employee shall not be able to displace the granted individual.

1200 ARTICLE XII – LEAVES OF ABSENCE

1201 Eligibility

1202 Leaves of absence without pay may be granted to full-time and part-time employees at the discretion of the Employer. All requests for leaves of absence by employees shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence, an employee must have at least six (6) calendar months of

continuous service. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purpose of the Medical Leave of Absence.

1203 Personal Leave of Absence

1204 Personal Leaves of Absence without pay, may be granted for justifiable reasons, subject to the eligibility requirements and with adequate notice, for a period of up to sixty (60) days. Under extenuating circumstances, consideration may be given for extending such leaves at the discretion of the Employer. Such extension will be considered on an individual basis to a maximum of thirty (30) additional days.

1205 Medical Leave of Absence

1206 Upon the exhaustion of accrued Sick Leave, Medical Leaves of Absence, without pay, for nonoccupational related disabilities, including conditions related to pregnancy, shall be granted subject to the eligibility requirements for the period of disability, provided the employee furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of the disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

1207 Employees with less than three (3) years of continuous service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed one hundred eighty (180) calendar days. Employees with three (3) or more years of service shall be eligible for a specific period of time not to exceed three hundred sixty-five (365) calendar days.

1208 Under extenuating circumstances, an employee may request and the Employer may grant an extension to the maximum period of Medical Leave of Absence. However, the granting of such an extension is at the sole discretion of the Employer.

1209 Occupational Injury or Illness Leave of Absence

1210 Commencing on the first (1st) day of employment, for those absences covered by Workers' Compensation, employees will be eligible for an Occupational Injury or Illness Leave of Absence for up to a maximum period of two (2) years. The two (2) year calculation period shall commence on the date the employee exhausts Extended Sick Leave benefits. Such leaves shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician.

1211 The Employer will place employees released to return to work from an occupational injury or illness leave of absence without medical restrictions, to their former position at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.

1212 The Employer will place employees released to return to work from an occupational injury or illness leave of absence on a temporarily restricted basis, in their former job, provided the employee can perform the essential functions of the position in light of the medical restrictions, or if said restrictions relate to a disability protected by the Americans with Disabilities Act, in an appropriate alternate position, or on a preferential basis at their regular rate of pay.

1213 The Employer will place employees released to return to work from an occupational injury or illness leave of absence on a permanently restricted basis, in their former job, provided the employee is capable of performing the essential functions of the position in light of the medical restrictions and limitations. If the employee is unable to perform the essential functions of the position, that employee may bid on any position in which he/she can perform the essential functions in light of their medical restrictions and limitations. Where there is no appropriate position, the Employer will provide all reasonable accommodations and necessary vocational/rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.

1214 An Occupational Injury or Illness Leave of Absence shall be extended throughout any period of temporary disability or permanent disability for a period not to exceed thirty (30) days after the employee has been awarded a permanent disability by the Workers' Compensation Appeals Board.

1215 Upon release by the attending physician for occupational injury or illness the Employer may request that the employee provide a return-to-work authorization containing the name of physician, signature, and clarification of disability, and date released to return to work, within sufficient time to enable the Employer to conduct an analysis of the essential functions and reasonable accommodations, if any.

1216 Personal Time Off

1217 Commencing on the first day of employment, where circumstances warrant, an employee may request and receive Personal Time Off without pay for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice; and, such employees will be released from duty as soon as possible. It shall not be a condition of the granting of Personal Time Off that the employee secure his own replacement. Employees may not be denied Personal Time Off because they have accumulated Sick Leave.

1218 An employee with twelve (12) months' continuous service may request one (1) week's leave of absence for any reason other than sickness or death in the immediate family, to be scheduled in conjunction with the employee's vacation. Only one (1) such leave will be granted in any one (1) calendar year. The scheduling of said leave shall not interfere with the vacation selections of other employees.

1219 Family Leave of Absence

1220 As outlined in the Employer’s prevailing organizational Family Leave Policy, the Employer will comply with the provisions of the California Family Rights Act as amended and with the provisions of the Federal Family and Medical Leave Act of 1993 as amended. Any alleged violations of this Paragraph must be pursued under the procedures of those acts.

1221 Leaves for situations that are covered by Family Leave and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.

1222 Parental Leave

1223 The legal spouse of the mother shall be entitled to receive either two (2) weeks personal time off, or two (2) weeks of vacation at the employee's option. Such leave is dependent upon the staffing requirements of the laboratory but shall not be denied without sufficient cause.

1224 Bereavement Leave

1225 When a death occurs in the immediate family of a full-time employee, the employee shall be entitled to a leave of absence of up to three (3) days with pay, regardless of the employee's regularly scheduled days off.

1226 For deaths of immediate family members whose home or place of burial is over one hundred (100) miles distant from the employee's home, up to two (2) additional days leave may be taken to be paid by the Employer. This provision is in effect for the duration of the current National Agreement.

1227 Part-time employees shall receive bereavement leave of up to three (3) calendar days for deaths in the area and five (5) calendar days for deaths out of the area, and will receive pay for scheduled work hours within such three (3) or five (5) day periods. Part-time employees shall receive two (2) additional days, up to a maximum of five (5) days, for deaths and burials occurring one hundred (100) or more miles from the employee's residence. The provision for the two (2) additional days shall remain in effect for the duration of the current National Agreement.

1228 Immediate family for Bereavement Leave is defined as the employee's:

- spouse or domestic partner who is registered with the state 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

1229 Military Leave of Absence

1230 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 the Act.

1231 The Employer agrees that employees on extended military duty will have their Vacation, Life Balance Days, Sick Leave and other benefits restored upon reinstatement in accordance with the above named statutes.

1232 Commencing on the first day of employment, employees called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing the Employer with a certificate of evidence of such service, shall be granted a Military Leave of Absence without pay. In those cases where employees are in a reserve status and serve an annual two (2) week commitment, employees may request and receive vacation pay for the period of absence, if otherwise eligible. In no case will employees receive pay, other than vacation pay, for a Military Leave of Absence.

1233 The Employer shall accord to each employee who applies for reemployment, after conclusion of his military service, such reemployment rights as he shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specific under the law.

1234 Educational Leave

1235 It is the policy of the Employer to encourage its employees to maintain or enhance their professional skills through continuing education. To this end the Employer shall make every reasonable effort to grant educational leave as provided.

1236 All full-time licensed employees with one (1) year or more of continuous service shall be granted three (3) days (eight (8) hours for each day of educational leave granted on a scheduled day of work) of paid educational leave per year to participate in educational programs. Employees will not be entitled to Education Leave pay for Employer-sponsored programs which provide Continuing Education Units (CEUs). However, the employee may carry over three (3) days of unused educational leave to the following year, up to a maximum of six (6) days in any year. Educational leave may be utilized on other than scheduled workdays. Pay for such leave shall be at straight time and will be based on contact hours (i.e., one (1) hour of educational leave pay for one (1) contact hour). Certification of contact hours must be provided. Employees may subscribe to home study, online or mail order courses provided that the courses are accredited and prior approval of management is obtained.

1237 At the Employer's discretion, education pay for eight (8) hours or a day off with education leave pay will be granted within ninety (90) days after completing six (6) hours of CEUs or continuing home study or online education units and receipt of a CEU certificate. The employee's day off preference will be solicited and considered; however, management retains the right to schedule.

1238 All part-time licensed employees with one (1) year or more of continuous service shall be granted two (2) days of paid educational leave per year. Part-time employees may carry over two (2) days of unused educational leave to the following year, up to a maximum of four (4) days in any year. Educational leave may be utilized on other than scheduled workdays in the same manner as outlined in Paragraph 1237 above. Pay for such leave shall be at straight time.

1239 Requests for such leave should be submitted to the supervisor fourteen (14) days in advance of the program to enable scheduling the employee's absence. The supervisor shall give the employee notification of approval within seven (7) days of the request. Approval will be granted for any programs which provide Continuing Education Units.

1240 Jury Duty

1241 An employee will not be required to work twelve (12) hours before or twelve (12) hours after serving jury duty, except on a day of jury service when the employee has been excused by the courts, and the employee can work for at least one-half (1/2) his/her regularly scheduled shift. No employee will be required to be on jury service and work for seven consecutive day period. An employee must notify his/her supervisor immediately upon receipt of a jury summons. The employee will co-operate and get an extension of the jury service, if requested by the Employer. Full-time employees will receive eight (8) hours of straight-time pay for each day of jury service and part-time employees will receive pay for the number of hours regularly scheduled on the day in question. An employee must show proof of jury service when an employee is required to be in any cour or courthouse for jury service, the employee shall be scheduled for a day shift on each scheduled day of service and on a Monday through Friday workweek. Part–time employees shall receive the hours regularly scheduled on the day in question, but not less than four (4) hours.

1242 If an employee is placed on an “on-call” status by the courts the employee will inform his/her supervisor of such status. The Employer and employee will work out a mutually agreeable schedule.

1243 On any day of jury service in which an employee is excused entirely or in sufficient time to permit him/her to return to work for a minimum of one-half (1/2) his/her regularly scheduled shift, he shall be required to do so.

1244 An employee shall be eligible for an unlimited number of days of jury duty pay.

1245 Return from Leave of Absence

1246 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. Prior notice of two (2) weeks must be given by an employee to their immediate supervisor as a condition of reinstatement to a position. However, when conditions permit, the Employer will attempt to reinstate employees returning from a leave of absence earlier than two (2) weeks. Such employees shall be reinstated to their former or like position within their department in which they were employed prior to the leave of absence, but, if conditions have so changed that it is not reasonable to reinstate the employee to their former or like position, the Employer will reinstate the employee to a position that is as nearly comparable to their original position with respect to hours, wages, benefits, etc., as is reasonable under the circumstances.

1247 Benefits While on Medical Leave

1248 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 period of the

leave, providing three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial authorized Medical Leave expires, according to an employee's eligibility for Medical Leave.

1249 Employees on a Medical Leave are eligible to accrue vacation and Sick Leave benefits for one (1) month.

1250 Benefits While on Occupational Injury or Illness Leave

1251 Premiums for continued Health Plan coverage, Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Occupational Injury or Illness Leave will be paid by the Employer during the entire period of leave.

1252 Employees on an Occupational Injury or Illness Leave are eligible to accrue vacation and sick leave benefits for one (1) month.

1253 Benefits While on Family Leave

1254 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.

1255 Employees on a Family Leave are eligible to accrue vacation and Sick Leave benefits for one (1) month.

1256 Benefits While on Personal Leave

1257 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.

1258 Employees on a Personal Leave are eligible to accrue vacation and Sick Leave benefits for one (1) month.

1259 Replacements

1260 All persons hired to replace employees who are on leave of absence will be considered as temporary employees and shall be so advised and shall be informed of the approximate date the regular employee is expected to return from leave. Upon return to work of the original employee, said temporary employee's employment will end. In no event will a temporary employee be hired for a continuous period of time to exceed ninety (90) days.

1300 ARTICLE XIII – MISCELLANEOUS PROVISIONS

1301 Sign Off Responsibility of Clinical Laboratory Scientists

1302 Clinical Laboratory Scientists shall not be requested or required to sign any work done by any nonlicensed employee where reasonable doubt as to accuracy exists. Clinical Laboratory Scientists shall be required to sign off any procedure which they have personally performed.

1303 Completion of Work Assignment

1304 When the supervisor and/or assistant supervisor is not on duty, a Clinical Laboratory Scientist with an unfinished unit of work which in his or her judgment, and in accordance with the Employer's laboratory practice should not be abandoned, shall stay and complete such work and shall be paid therefor.

1305 Supervision of Clinical Laboratory Scientists

1306 On all matters relating to technical practices, the Clinical Laboratory Scientists shall be responsible only to management representatives who are trained and specifically designated to supervise technical practices.

1307 It shall be the responsibility of the Laboratory Supervisor to prepare and post an appropriate notification of any change in a test or laboratory procedure in a place accessible to all Clinical Laboratory Scientists.

1308 Employee Education and Orientation

1309 It is the employee's responsibility to keep abreast of developments in the laboratory technology field. The Employer will arrange during working hours, subject to requirements of efficient operations, to assist employees to learn new procedures and to operate new equipment in the Employer's facilities.

1310 The Employer will also arrange during working hours, subject to requirements of efficient operations, visits by employees to other of its laboratories in Southern California to enable them to maintain or upgrade skills and knowledge relating to laboratory technology.

1311 An effort will be made to schedule such visits in whole day increments.

1312 Medical Care During Working Hours

1313 The Employer realizes that, upon occasion, employees at work require medical advice and/or treatment for conditions necessitating immediate attention. In such cases, excluding prescheduled appointments, employees may request and receive reasonable time without loss of pay to obtain required treatment.

1314 Temporary Reassignment

1315 The Employer may, when necessary for operating efficiency, temporarily reassign an employee within the Southern California Region (except San Diego) for periods not to exceed four (4) weeks. In extenuating circumstances, the Employer may request reassignment for longer than four (4) weeks, but in no case to exceed a total of sixty (60) days. The employee shall be given advance written notice of such temporary reassignment. Employees will not be temporarily reassigned within the context of this Paragraph in an arbitrary or discriminatory manner, or for disciplinary purposes.

1316 Tuition Reimbursement

1317 Employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program.

1318 An employee may submit a request for reimbursement of tuition and fees for educational programs attended outside working hours in advance to administration. Reimbursement for such educational programs is subject to administrative approval prior to attending the course. This provision shall apply to programs not covered by the provisions of the Tuition Reimbursement policy.

1319 Uniforms

1320 When employees are required to wear uniforms, the cost of furnishing and laundering uniforms shall be borne by the Employer. Sufficient uniforms shall be maintained by the Employer to ensure each employee clean and serviceable uniforms.

1321 Unit Based Teams

1322 In an effort to resolve matters which have arisen in the laboratory there shall be established Unit Based Teams comprised of a maximum of three (3) members from the Union (one of whom shall be the Business Representative of the Union).

1323 The Unit Based Teams shall discuss problems which may affect the working conditions and/or work performed by the Clinical Laboratory Scientists and Medical Laboratory Technicians. The Unit Based Team shall attempt to resolve such problems on a continuing basis. Resolutions shall be implemented as soon as agreement is reached as to the appropriate corrective changes. Where the Unit Based Team finds no change necessary, the matter shall be resolved and disposed of.

1324 If an impasse is reached between the members of the Unit Based Team, the problems will be submitted immediately to the grievance procedure pursuant to Article XIV of this Agreement. Changes made shall be implemented as soon as agreement is reached on said changes.

1325 The Unit Based Team shall meet as frequently as required to investigate and resolve all matters but not less than quarterly.

1326 The Unit Based Team representative will submit issues of concern to the appropriate Medical Center area committee for consideration and/or resolution. Said area

committee will respond to the Unit Based Team within thirty (30) calendar days of the next scheduled committee meeting.

1327 An employee who serves as a representative member of the Union shall suffer no reduction in pay for time spent at Unit Based Team and Safety Committee meetings.

1400 ARTICLE XIV – GRIEVANCES AND ARBITRATION

1401 Any and all matters of controversy, dispute or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be examined and resolved by the procedures of this Article.

1402 Grievance Procedure

1403 Both the Employer and the Union pledge their continuing efforts to secure prompt disposition of requests, complaints and grievances and agree that most disputes can be, should be and will be resolved in informal discussion between the employee and his/her immediate supervisor. Therefore, each employee is encouraged to use this informal discussion as a mechanism to determine if his/her issue(s) can be resolved prior to the filing of a formal grievance.

1404 First Step

1405 In the event the dispute is not resolved through informal discussion, the Union may file a written grievance specifying the nature of the grievance in reasonable detail, the provision(s) of the Agreement in dispute, the names of the individual or individuals involved, if any, and the remedy demanded with the Human Resource Leader or designee. The Union representative and the Employer representative shall schedule a grievance hearing with their respective members each of whom has authority to adjust the grievance.

1406 The Human Resource Leader or designee shall respond to the Union representative in writing within fifteen (15) calendar days after the grievance has been taken up in the First Step.

1407 Second Step

1408 In order to be considered further, an appeal shall be filed with the Regional Labor Relations within fifteen (15) calendar days from the date the First Step response was received. Upon receipt of the written appeal, a meeting shall be held promptly between the Union Representative and the Regional Labor Relations Representative, in an attempt to resolve the dispute. The Employer's Second Step Representative shall have fifteen (15) calendar days following the Second Step meeting to respond to the grievance. The Union shall then have fifteen (15) calendar days from the date said response was received to appeal the grievance to arbitration.

1409 Third Step

1410 If a grievance is not satisfactorily adjusted in the Second Step, the grievance may be submitted to an Adjustment Board or to arbitration by written notice to the Regional Director of Labor Relations not later than fifteen (15) calendar days following receipt of the written answer in the Third Step.

1411 As an alternative to arbitration and upon mutual agreement, a Board of Adjustment may be created, to be composed of two (2) representatives of each party, for the purpose of ruling on all claims, disputes and grievances arising between the parties over the construction and application of this Agreement, or relating to working conditions arising out of this Agreement. Said Board shall meet for consideration of any matter referred to it within ten (10) calendar days subsequent to a request by the Union. If the Board of Adjustment cannot agree on such question referred to it within ten (10) calendar days, the Union may then refer the matter to arbitration.

1412 The decision and award of the Adjustment Board shall be final and binding upon the parties.

1413 Arbitration

1414 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.

1415 The Arbitrator shall be authorized to rule upon and issue a decision and award in writing on any issue for arbitration, including the question of arbitrability of such issue. The decision and award shall be final and binding upon the parties to this Agreement. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence or briefs; extension(s) will be only by mutual agreement of the parties. The expenses of the Arbitrator and other mutually agreed to expenses shall be borne equally by the parties. Each party shall be responsible for the cost of its own representation and witnesses.

1416 The Arbitrator shall have no power to add to, subtract from, alter, amend, add new wage rates, modify or project beyond its meaning, any of the terms and provisions of this Agreement.

1417 General

1418 An employee who wishes to present a payroll error grievance should first discuss the matter orally with the immediate supervisor. It is intended that all reasonable efforts be made to resolve such grievance.

1419 The time limits set forth in this Article may be extended upon mutual agreement of the parties. The First Step of the grievance procedure may be mutually waived, but no matter may be appealed to arbitration without having been heard at the Second Step.

1420 Where two (2) or more employees are part of a common grievance, the matter shall be heard as a single grievance.

1421 If the Employer does not respond within specified time limit(s), the Union may proceed to the next step. Any matter not appealed, within specified time limit(s) or during an extension thereof is considered settled.

1422 No settlement, or decision of any Arbitrator, shall create a basis for retroactive adjustment in any other case.

1423 A grievance must be presented within thirty (30) days after the employee had knowledge of the event or should have had knowledge of the event causing the grievance.

1424 In cases where grievances alleging wage discrepancies or monetary benefits occur, such grievances must be brought to the attention of the Personnel Office not later than one (1) year from the date from which the incorrect computation was paid.

1500 ARTICLE XV – DISPUTES

1501 Work Stoppages

1502 The Employer and the Union realize that a hospital is different in its operations from industries because of its services rendered to the community and for humanitarian reasons, and agree that there will be no lockouts on the part of the Employer nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, sympathy strikes, lockouts, or work stoppages, and that all disputes will be settled by the procedures hereinafter provided during the term of this Agreement, except that this limitation shall not be binding upon either party hereto, if the other party refuses to perform any obligation under Article XIV or refuses or fails to abide by, accept or perform, a decision or award of an Arbitrator, and fails to appeal to a court of competent jurisdiction.

1600 ARTICLE XVI – DISCRIMINATION

1601 There shall not be any discrimination against any person in regard to application for employment or hire nor any employee in regard to tenure of employment or job status because of race, religion, color, national origin, age, sex, or physical handicap.

1700 ARTICLE XVII – MALPRACTICE INSURANCE

1701 Kaiser Permanente Medical Care Program carries medical malpractice insurance covering all of its employees, including Clinical Laboratory Scientists. This coverage is subject to certain deductibles. The Employer will hold its employees harmless from any liability on account of deductible features of the policy where the liability is imposed because of negligent acts of an employee in the course and scope of employment.

1800 ARTICLE XVIII – TERMINATION PAY

1801 Any employee whose employment is terminated by the Employer after one (1) year's service, except employees discharged under the provisions of Article V, Paragraph 502, shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of such notice.

1900 ARTICLE XIX – DISABILITY AND UNEMPLOYMENT

1901 The Employer will cause employees to be covered by unemployment and disability compensation in accordance with the terms of the California Unemployment Insurance Code.

2000 ARTICLE XX – SEPARABILITY CLAUSE

2001 The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on the provision or provisions so invalidated.

2100 ARTICLE XXI – HEALTH PLAN, INSURANCE, DENTAL AND PENSION

2101 This Article defines the basic provisions for Employer provided health plan coverage, life insurance coverage, dental coverage and the pension plan.

2102 Employee Health Plan

2103 An employee who is 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. Coverage is effective the first day of the month following one (1) full month of employment.

2104 Health Plan Coverage will include inpatient, outpatient, mental health benefits, vision care and prepaid prescriptions, a Durable Medical Equipment/Prosthetics and Orthotics benefit which pays one hundred percent (100%) of the charges up to two thousand five hundred dollars ($2,500) after a one hundred dollar ($100) deductible. If the item should exceed two thousand five hundred dollars ($2,500), the balance will be paid at eighty percent (80%). Effective January 1, 1988, a Coordination of Benefits (COB) provision was added under Kaiser Foundation Health Plan. Effective July 1, 1997, there will be a five dollar ($5.00) co-payment for each medical office visit and generally for each prescription. Co-payments apply to medical and/or therapeutic services provided in medical offices, emergency departments, or other outpatient facilities. The application of co-payments to medical services and prescription drugs is governed by the applicable service agreement.

2105 Eligible dependents will include spouse or eligible domestic partner, unmarried dependent children, stepchildren and unmarried dependent children up to age twenty-five (25). Physically or mentally handicapped children are also covered regardless of age, provided such handicap occurred prior to the dependent child reaching age twenty-five (25). Annual certification of such handicap or retardation and dependency may be required by Kaiser Foundation Health Plan.

2106 Kaiser Foundation Health Plan Coverage will be provided to employees who elect to work beyond age sixty-five (65), their spouse or eligible domestic partner and eligible dependents. Active employees and their spouses or eligible domestic partners are ineligible to participate in the Medicare reimbursement program.

2107 Retiree Health Plan Coverage

2108 Early Retirement

2109 Kaiser Foundation Health Plan Coverage, coordinated with Medicare, Employer-paid, shall be provided at age sixty-five (65) to each eligible employee who retires under the Pension Plan prior to age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program. However, early retirees who have ten (10) years of service preceding January 1, 1990 will be eligible for Employer-paid coverage at their Early retirement date. Health Plan Coverage will also be extended to the spouse or eligible domestic partner of the eligible retiree and coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2105 will receive Health Plan Coverage for the lifetime of the retiree. Upon attaining age sixty-five (65), the retiree and/or spouse or eligible domestic partner must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan Coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse or eligible domestic partner. For employees retired prior to April 1, 1989, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis.

2110 Disability Retirement

2111 Kaiser Foundation Health Plan Coverage, Employer-paid, shall be provided to each eligible employee who retires under the Disability provisions of the Pension Plan prior to age sixty-five (65). Health Plan coverage will also be extended to the spouse or eligible domestic partner of the eligible retiree and coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2105 will receive Health Plan coverage for the lifetime of the retiree. Upon reaching eligibility for Medicare benefits or attaining age sixty-five (65), the retiree and/or spouse or eligible domestic partner must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse or eligible domestic partner. For employees retired prior to April 1, 1989, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis.

2112 Normal Retirement

2113 Kaiser Foundation Health Plan Coverage coordinated with Medicare, Employer-paid, shall be provided to each eligible employee who retires under the Pension Plan at age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program, provided the employee enrolls in Parts A and B of Medicare when first eligible. Coverage will also be extended to the spouse or eligible domestic partner of the eligible retiree provided the spouse or eligible domestic partner enrolls in Parts A and B of Medicare when first eligible or at the spouse's or eligible domestic partner's time of retirement. Coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2105 will receive Health Plan coverage for the lifetime of the retiree. An employee and/or spouse or eligible domestic partner who does not enroll in Parts A and B of Medicare when first eligible or at the time of retirement, whichever is later, will not receive Retiree Health Plan Coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse or eligible domestic partner. For employees retired prior to April 1, 1989, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis. The preceding fifteen (15) year service requirement shall apply to employees hired on or after April 1, 1985.

2114 Postponed Retirement

2115 Kaiser Foundation Health Plan Coverage coordinated with Medicare, Employer-paid, shall be provided to each eligible employee who retires under the Pension Plan beyond age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program and who enrolls in Parts A and B of Medicare at the time of retirement. Coverage will also be extended to the spouse or eligible domestic partner of the eligible retiree provided the spouse or eligible domestic partner enrolls in Parts A and B of Medicare at time of spouse's or eligible domestic partner's retirement or when first eligible. Coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2105 will receive Health Plan coverage for the lifetime of the retiree. An employee and/or spouse or eligible domestic partner who does not enroll in Parts A and B of Medicare when first eligible or at retirement, whichever is later, will not receive Retiree Health Plan Coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse or eligible domestic partner. For employees retired prior to April 1, 1989, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis. The preceding fifteen (15) year service requirement shall apply to employees hired on or after April 1, 1985.

2116 Health Plan Coverage for Retirees Coordinated with Medicare

2117 Effective July 1, 1988, the Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to all eligible retirees and/or spouses or eligible domestic partners at the time of Normal or Postponed retirement or when first eligible after Early or Disability retirement. Employees who retire and/or become eligible for Kaiser Permanente Health Plan Coverage on or after July 1, 1997, will have a five dollar ($5.00) co-payment for each medical office visit and generally for each prescription. Co-payments apply to medical and/or therapeutic services provided in

medical offices, emergency departments, or other outpatient facilities. The application of co-payments to medical services and prescription drugs is governed by the applicable service agreement. Should the retiree and/or spouse or eligible domestic partner elect nonenrollment or to disenroll in the Medicare coordinated Health Plan Coverage program, the retiree and/or spouse or eligible domestic partner must pay the difference between the Employer's cost for the program and coverage premiums.

2118 Survivor Coverage

2119 Upon the death of the retiree who had fifteen (15) or more years of service, Kaiser Foundation Health Plan Coverage shall continue for the spouse until remarriage or death. Coverage shall continue for eligible dependent children until they reach limiting age. A “special dependent child” who is beyond limiting age, upon the death of the retiree, will be given the option of purchasing either conversion or continued coverage. The preceding fifteen (15) year service requirement shall apply to employees hired on or after April 1, 1985.

2120 In the event an employee who has fifteen (15) years of service, and who has met the eligibility requirements for Early, Normal or Postponed retirement dies while actively employed, Kaiser Foundation Health Plan Coverage will be provided to the spouse, when said deceased employee would have been eligible for coverage, provided the spouse has not remarried, and will continue until remarriage or death. Coverage will continue for eligible dependent children until they reach limiting age. A “special dependent child” who is beyond limiting age, upon the death of the employee, will be given the option of purchasing either conversion or continued coverage. The preceding fifteen (15) year service requirement shall apply to employees hired on or after April 1, 1985.

2121 Alternate Health Plan

2122 The Employer will make available an alternative health plan to all eligible retirees and eligible dependents who reside outside of the Southern California Health Plan service area. For retirees who are eligible for Employer-paid Retiree Health Plan and who move to another Kaiser Permanente Region, the retiree will be required to participate in the out-of-region plan. The retiree, spouse or domestic partner, will be required to assign Medicare, when applicable. For retirees who are eligible for Employer-paid Retiree Health Plan and who move to an area not served by Kaiser Permanente, an out-of-area plan is available. The retiree also has the option of maintaining their Southern California Kaiser Permanente Retiree Health Plan.

2123 Medicare Coverage

2124 In the event there are any changes in the Social Security Medicare laws which affects the Employer, the Employer retains the right to contact the Union to commence negotiations relative to the Health Plan benefits.

2125 Employee Life Insurance

2126 An employee who is regularly scheduled to work thirty-two (32) hours or more per week, is provided a six thousand dollars ($6,000) group life insurance policy, a six thousand dollars ($6,000) accidental death and dismemberment policy and six

thousand dollars ($6,000) Total and Permanently Disabled Benefit paid for by the Employer. This coverage is effective on the sixty-first (61st) day of employment.

2127 All employees may choose to purchase their choice of the following Optional Life Insurance Programs at the employee's cost:

2128

	Basic Life	Accidental Death and Dismemberment
Program 1	$10,000	$10,000
Program 2	$20,000	$10,000
Program 3	$30,000	$10,000
Program 4	$40,000	$10,000

2129 The employee must elect to purchase the Optional Life Insurance at the time of hire. Coverage will be effective on the sixty-first (61st) day of continuous employment.

2130 The employee must be actively at work on the date both the free and optional coverages become effective. If the employee is not actively at work on the sixty-first (61st) day, coverage is deferred until he returns to active employment.

2131 If an employee becomes totally and permanently disabled, up to six thousand dollars ($6,000) of the basic life coverage will be paid out in monthly installments commencing six (6) months from the date the employee last worked due to disability. If an employee has elected an Optional Life Insurance Program up to ten thousand dollars ($10,000) in basic life coverage will be paid out in monthly installments under a total and permanent disability provision. If the employee had elected Program 2, 3 or 4, the remainder of his basic life coverage, not subject to the total and permanent disability provision, would remain in force in accordance with the Duration of Benefits schedule or until the employee returns to work or is no longer disabled.

2132 Except for coverages continued under total and permanent disability provisions, all coverages which apply to active employees cease upon retirement or other termination of employment, subject to the provisions of conversion to individual policies.

2133 Part-time Employees Life Insurance

2134 Part-time employees will be provided with Employer-paid life insurance of one thousand dollars ($1,000) and accidental death and dismemberment coverage of one thousand dollars ($1,000). This coverage is effective on the sixty-first (61st) day of employment.

2135 Retiree Life Insurance

2136 For employees regularly scheduled thirty-two (32) hours or more per week, Employer-paid life insurance coverage of three thousand dollars ($3,000) and accidental death and dismemberment of three thousand dollars ($3,000) will be provided to the employee with fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program who elects an Early, Postponed or Normal retirement under the provisions of the Pension Plan. The preceding fifteen (15) year service requirement shall apply to employees hired on or after July 1, 1988. For part-time employees

regularly scheduled less than thirty-two (32) hours, Employer-paid life insurance coverage of one thousand dollars ($1,000) will be provided pursuant to the preceding provisions.

2137 Dental Plan

2138 An employee who is regularly scheduled to work twenty (20) or more hours per week and their eligible dependents will be provided with an Employer-paid dental plan.

2139 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 regardless of age, provided such handicap prior to the dependent child turning twenty five (25). Annual certification of such handicap or retardation and dependency may be required by the Kaiser Foundation Health Plan. Coverage is effective on the first day of the calendar month following six (6) months of continuous employment at a regular work schedule of twenty (20) or more scheduled hours per week.

2140 Delta Dental coverage provides payment of seventy percent (70%) of the usual, customary and reasonable (UCR) charges for basic services, and effective July 1, 1997, expenses for major services are reimbursed at fifty percent (50%) of usual, customary and reasonable.

2141 The Delta Dental plan includes a 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 each year)
6. Space maintainers (for patients under eighteen (18) in the event of a lost tooth)

2142 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 covered services 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.

2143 Services must be provided by a participating Delta Dental dentist or orthodontist to receive full benefits. The maximum benefit per calendar year is one thousand dollars ($1,000) per covered individual.

2144 The Employer offers an optional prepaid dental plan to all eligible employees. Employees hired on or after April 1, 1997, and who are eligible for dental coverage, must select a prepaid dental plan during their first (1st) three (3) years of continuous employment. In subsequent open enrollment periods, they may select Delta Dental.

2145 Pension Plan

2146 Each employee regularly scheduled to work at the rate of forty (40) or more hours per month is automatically covered under the provisions of the Pension Plan at date of hire.

2147 Normal monthly retirement income shall be one and four-tenths percent (1.4%) of final average pay multiplied by years of credited service. Final average pay is the average monthly compensation for the highest sixty (60) consecutive months of employment in the last one hundred twenty (120) months of employment. Effective March 1, 2003, normal retirement income shall be computed at 1.45% of final average monthly compensation multiplied by all years of Credited Service.

2148 Each calendar year in which an employee has one thousand (1,000) or more compensated hours is a full year of service. For those years in which an employee has fewer than one thousand (1,000) compensated hours, each month in which he has forty (40) or more compensated hours is one-twelfth (1/12) of a year of service. Service is used to determine if an employee is eligible for Early, Disability, Normal, Postponed or Deferred Vested retirement.

2149 For years on or after January 1, 2003, a year of Credited Service is based on eighteen (1,800) hours. Credited Service is prorated for those years in which an employee has fewer than two thousand (2,000) or eighteen hundred (1800) compensated hours as applicable. Credited Service is used to determine the amount of monthly benefits.

2150 Normal retirement is age sixty-five (65). Early retirement eligibility is established if an employee is at least fifty-five (55) years old and has at least fifteen (15) years of service. If an employee works beyond age sixty-five (65), he will be eligible for a Postponed retirement and the retirement benefit will be based upon compensation, service and credited service earned up to the sixty-fifth (65th) birthday and the retirement formula then in effect. Employees who retire beyond age sixty-five (65) will have their earned pension benefits computed based upon their benefit level in effect at age of retirement and credited service attained at retirement.

2151 Monthly retirement benefits commencing prior to age sixty-five (65) are actuarially reduced to reflect a longer payment period. Monthly retirement benefits commencing after age sixty-five (65) are actuarially increased to reflect shorter payment periods.

2152 Vesting in the Pension Plan is attained after ten (10) years of service. If an employee terminates after attaining vesting status, but before eligibility for Early retirement, he is eligible for a Deferred Vested pension, payable at age sixty-five (65). Effective January 1, 1989, Vested pension status in the pension plan is attained after five (5) years of service.

2153 If an employee becomes disabled after becoming vested and is eligible for disability benefits under Title II of the Social Security Act, he is eligible for a Disability retirement.

2154 Preretirement Survivor Annuity

2155 The Employer will provide a qualified Preretirement Survivor Annuity (PRSA) to active employees vested in the pension plan at no cost to the employee. This PRSA will

provide a benefit to the spouse of an employee who dies prior to retirement. The spouse will receive a benefit calculated as if the employee retired the day before death and elected a joint and survivor annuity with a fifty percent (50%) continuation to the survivor. The benefit is payable to the spouse at the earliest time the employee would have qualified to commence benefits. Effective January 1, 2002, this benefit will be payable to the domestic partner immediately, and must commence no later than Deecember 31st of the year that follows the calendar year in which the employee died.

2156 Limitations

2157 Coverages, limitations and exclusions of the aforementioned health plan, dental, income/extended income protection, life insurance plans and Pension Plans are established by the Employer's agreement with the applicable insurance plans, health and dental plans, and the Pension Plan.

2158 Tax Deferred Retirement Savings Plan (401K Plan)

2159 Effective January 1, 1989, the Employer will establish a voluntary Tax Deferred Retirement Savings Plan.

2160 The plan will be established by Kaiser Foundation Health Plan, Inc. and the future of the plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.

2161 Survivor Assistance Benefit

2162 Effective April 1, 1995, full-time and part-time employees will be provided with a survivor assistance benefit equal to one (1) month’s base wages. This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

2200 ARTICLE XXII – EXPIRATION AND RENEWAL

2201 This Agreement shall be effective on October 1, 2021, and shall continue in effect to and including February 1, 2026. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

2202 Either party wishing to change or terminate this Agreement must serve written notice of desire to amend to the other party at least ninety (90) days prior to the expiration date.

2203 Applicable Federal Law which establishes special notice periods for Health Care Institutions shall prevail over this Agreement.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this 1st day of October 2021.

FOR THE EMPLOYER:

KAISER PERMANENTE
MEDICAL CARE PROGRAM

/S/ William Blank
William Blank

/S/ Louie Farnacio
Louie Farnacio

/S/ Janice Wolf
Janice Wolf

/S/ Charles Mabaquiao
Charles Mabaquiao

/S/ Diana Giles
Diana Giles

/S/ Maria Beaini
Maria Beaini

/S/ Charles Park
Charles Park

/S/ Timothy Cotroneo
Timothy Cotroneo

FOR THE UNIONS:

UNITED FOOD COMMERCIAL
WORKERS INTERNATIONAL UNION

/S/ Bruce T. Walters
Bruce T. Walters, Local 135

/S/ Andrea Zinder
Andrea Zinder, Local 324

/S/ John M. Grant
John M. Grant, Local 770

/S/ Mark Ramos
Mark Ramos, Local 1428

APPENDIX A – WAGE RATE

PID MASTER

UNION CODE B02

UFCW - CLINICAL LABORATORY SCIENTISTS

JOB TITLE	JOB CODE	SAL PLAN	SAL PLAN GRADE	PAY ID 01 STEP 1 START	PAY ID 05 STEP 2 1 YR	PAY ID 08 STEP 3 2 YR	PAY ID 09 STEP 4 3 YR	PAY ID 10 STEP 5 4 YR	PAY ID 11 STEP 6 5 YR	PAY ID 96 LNG 10 YR	PAY ID 97 LNG 15 YR	PAY ID LNG 20 YR
										0.70	1.20	1.70
BASE												
CLINICAL LAB SCIENTIST	65560	6B	01	48.923	50.629	52.926	55.340	59.148	63.221	63.721	63.971	64.471
		10/4/2021		50.391	52.148	54.514	57.000	60.922	65.118	65.818	66.318	66.818
		10/3/2022		51.903	53.712	56.149	58.710	62.750	67.072	67.772	68.272	68.772
		10/2/2023		52.941	54.786	57.272	59.884	64.005	68.413	69.113	69.613	70.113
		9/30/2024		54.000	55.882	58.417	61.082	65.285	69.781	70.481	70.981	71.481
UNLICENSED CLINICAL LAB SCIENTIST	60003	6B	02	44.464								
		10/4/2021		45.798								
		10/3/2022		47.172								
		10/2/2023		48.115								
		9/30/2024		49.077								
LEAD CLINICAL LAB SCIENTIST	65561	6B	03	51.381	53.168	55.580	58.118	62.110	66.394	66.894	67.144	67.644
		10/4/2021		52.922	54.763	57.247	59.862	63.973	68.386	69.086	69.586	70.086
		10/3/2022		54.510	56.406	58.964	61.658	65.892	70.438	71.138	71.638	72.138
		10/2/2023		55.600	57.534	60.143	62.891	67.210	71.847	72.547	73.047	73.547
		9/30/2024		56.712	58.685	61.346	64.149	68.554	73.284	73.984	74.484	74.984
										0.30	0.60	0.95
MEDICAL TECHNICIAN	25053	6A	06	32.603	33.743	35.278	36.888	39.428	42.150	42.450	42.550	42.650
		10/4/2021		33.581	34.755	36.336	37.995	40.611	43.415	43.715	44.015	44.365
		10/3/2022		34.588	35.798	37.426	39.135	41.829	44.717	45.017	45.317	45.667
		10/2/2023		35.280	36.514	38.175	39.918	42.666	45.611	45.911	46.211	46.561
		9/30/2024		35.986	37.244	38.939	40.716	43.519	46.523	46.823	47.123	47.473
PER DIEM (20% ADDITIONAL PAY, NO BENEFITS)												
										0.500	0.750	1.250
CLINICAL LAB SCIENTIST	60004	6C	05	58.708	60.755	63.511	66.408	70.978	75.865	76.365	76.615	77.115
		10/4/2021		60.469	62.578	65.417	68.400	73.106	78.142	78.842	79.342	79.842
		10/3/2022		62.284	64.454	67.379	70.452	75.300	80.486	81.186	81.686	82.186
		10/2/2023		63.529	65.743	68.726	71.861	76.806	82.096	82.796	83.296	83.796
		9/30/2024		64.800	67.058	70.100	73.298	78.342	83.737	84.437	84.937	85.437

NOTE: LONGEVITY RATES AS FOLLOWS EFF 10/4/2021
CLINICAL LAB SCIENTISTS - 10 YEAR = $0.70 / 15 YEAR = $1.20 / **20 YEAR = $1.70**
MEDICAL TECHNICIANS - 10 YEAR = $0.30/ 15 YEAR = $0.60/ **20 YEAR = $0.95**

EFFECTIVE 09/26/2005: PER DIEM RATE INCREASE FROM 15% TO 20%

Clinical Laboratory Scientists, with ten (10) or more years of service will receive an additional seventy cents ($.70) per hour.

Clinical Laboratory Scientists with fifteen (15) or more years of service will receive an additional fifty cents ($.50) per hour for a maximum of one dollar and twenty cents ($1.20) per hour.

Clinical Laboratory Scientists with twenty (20) or more years of service will receive an additional fifty cents ($.50) per hour for a maximum of one dollar and seventy cents ($1.70) per hour above the five-year rate.

Medical Laboratory Technicians with ten (10) or more years of service will receive an additional thirty cents ($.30) per hour above the five-year rate.

Medical Laboratory Technicians with fifteen (15) or more years of service will receive an additional thirty cents ($.30) per hour for a total of sixty cents ($.60) per hour above the five-year rate.

Medical Laboratory Technicians with twenty (20) or more years of service will receive an additional thirty-five cents ($.35) per hour for a maximum of ninety-five cents ($0.95) per hour above the five-year rate.

Placement on Wage Structure

In the event an employee is promoted to a higher rated classification, transferred or demoted to a lower rated classification, the appropriate rate of the same tenured step to the classification to which the employee is promoted, transferred or demoted will be used. An exception to the foregoing is that when a Medical Laboratory Technician (MLT) transistions to a Clinical Laboratory Scientist (CLS), such employee shall transition to a rate on the CLS structure that is closest in value to the rate they had as an MLT, and results in an increase.

Classification Differential

Employees assigned to work in a higher classification for two (2) or more hours during a regularly scheduled day of work shall receive the higher hourly rate of pay for the time worked in the higher classification and will be paid at the same tenure step rate held in his/her classification.

APPENDIX B – LEADS

If the Employer decides to create additional Lead position(s) and full-time hours exist, then such position(s) shall be posted and filled according to existing contractual procedures. Nothing shall preclude the Employer from creating and filling part-time positions in the same manner.

Should the Employer determine the need exists for a Lead to cover certain hours on an ongoing basis, but not full-time, the Employer may assign employees in the Lead capacity as necessary. In the event this situation exists, the Employer shall notify the Union and shall meet and confer if requested.

With the exception of the Draft San Diego Clinical Laboratory Scientists Accretion Agreement of June 14, 2001, the parties agree not to recognize any side letters of agreement which reference leads providing functional direction to three or more medical technologists.

No later than ninety (90) days from ratification of this agreement, the parties agree to meet to discuss the respective job responsibilities of Clinical Laboratory Scientists, Lead Clinical Laboratory Scientists and Medical Laboratory Technicians.

San Diego Lead Side Letter

The parties agree that the current Leads listed below will be grandfathered and continue to be paid the lead differential as long as the incumbents remain in their current positions. Upon ratification, in order for a position to be a Lead, it must meet the criteria for Lead as agreed to by the parties in the existing collective bargaining agreement.

San Diego Clinical Scientist Leads:
Elaine Hoffman
Judith Haiar
Patricia Whitacare
Rosemarie Hooper
Kent Abell
Alice Alexander
Daniel Brown
Suzanne Dunn
Sue Holtz
Linda Rivera
John Rockwood
Jean Neal
Jane Jepson
Cheryl Severton

APPENDIX C
PER DIEM EMPLOYEES

1. Per Diem employees as described in Article VI shall not be eligible for vacation, sick leave, unworked designated holiday pay, health and welfare benefits, pension, leave of absence, or any other paid time off provisions or benefits under this Agreement, except as required by state or federal law.

2. The Employer will establish a wage structure twenty percent (20%) above current wage rates to be paid to those employees in Per Diem status.

3. Per Diem employees will be eligible for tenured step increases on the basis of hours worked in the same manner as part-time employees.

4. Per Diem employees will receive time and one-half (1 1/2) for all hours worked on a designated holiday.

5. Per Diem employees will only receive overtime of time and one-half (1 1/2) for hours worked in excess of eight (8) in a day or forty (40) in a week.

6. Per Diem employees will be required to serve a new hire probationary period of five hundred twenty (520) hours of actual work.

7. Per Diem employees may submit transfer requests to non-Per Diem positions and shall compete on an equal basis with part-time employees.

8. Per Diem employees shall have no bumping rights in a force reduction, except in competition with other Per Diem employees in the same department.

9. Per Diem employees will not be employed for the sole purpose of denying permanent full-time or part-time positions.

10. Per diem will not be included in OT scheduling until permanent employees have had an opportunity to be scheduled.

Per Diem Guidelines

In order to adequately staff laboratory and to ensure all CLS are competent to perform their duties, the intent is to clarity the expectations of per diem CLS so that they are available for the needs of the department schedule and to ensure the per diems have adequate exposure to the work of our laboratory to maintain their competence to perform the duties for which they have been trained. The guidelines for commitment are as follows:

1. Be available to work a select predominate shift.

2. Be available to work at least one major holiday per year. Major holidays are Thanksgiving, Christmas and New Years.

3. Be available to work at least four (4) hour shifts per month including two (2) weekend shifts.

4. Must work benches for which they have been trained, i.e. cannot refuse to work a bench which they have been trained.

5. Work assigned hours for which they are scheduled, i.e. not longer or shorter than scheduled without supervisor approval.

6. Cannot trade out their shift or assignment without supervisor approval.

7. Be flexible to train in the shift for which the intent of training is most beneficial, E.g. day shift or night shifts.

8. Per diem CLS who refuse scheduled days, are not available on days/shifts they have designated when called to work or call in absent three times within a six month period may be subject to review of commitment.

APPENDIX D
DEPARTMENT DESIGNATIONS

Anaheim Medical Center

Antelope Valley

Baldwin Park Medical Center

Downey Medical Center

Irvine Medical Center

Kern County

Los Angeles Medical Center

Ontario Medical Center

Panorama City Medical Center

Riverside Medical Center

(Fontana) Medical Center

San Diego (San Diego/Zion) Medical Center
South Bay Medical Center

West Los Angeles Medical Center

Woodland Hills (Woodland Hills/Ventura County) Medical Center

RRL NH (North Hollywood) Specimen Processing/Client Services/Outreach Services

RRL NH Automated Chemistry

RRL NH Special Chemistry/Special Coagulation

RRL NH Immunology/Allergy

RRL NH Virology/Molecular Microbiology

RRL NH Routine Bacteriology

RRL NH Ancillary Bacteriology

RRL EP (Electronics Place) Biochemical Genetics

RRL EP NAPS/AFP

RRL CH (Chino Hills) Core Lab (Automated Chemistry/Automated Immunology/Hematology)

RRL CH Ancillary Services (Specimen Processing/Clients Services/Outreach Services)

RRL CH Routine Bacteriology

RRL CH Molecular Microbiology

RRL LAMC (Los Angeles) Flow Cytometry

When a new Department or Hospital is established in Appendix D, posted positions in the new department or hospital will be filled first by employees with seniority within the medical service area or department where the opening will exist. After that, bidding will be open to employees by bargaining unit seniority within the Region.

APPENDIX E
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCALS 135, 324, 770 AND 1428
AND
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP
MEDICAL LABORATORY TECHNICIAN

The Medical Laboratory Technician is a new classification. The positions will either be new position(s) or position(s) posted and filled as attrition of Clinical Laboratory Scientists occur. No existing Clinical Laboratory Scientist will suffer reduction in hours or elimination of their position as a direct result of the implementation of the Medical Laboratory Technician classification.

All provisions of the current Collective Bargaining Agreement will apply to the Medical Laboratory Technicians, with the following clarifications and modifications:

An MLT with a valid California CLS license who performs CLS work for one hour or more will be paid the at the CLS rate of pay step for step.

OVERTIME, VACATION AND
DESIGNATED HOLIDAY SCHEDULING

Medical Laboratory Technicians will have an overtime rotation, with vacation and designated holiday schedules separate from that of the Clinical Laboratory Scientists.

LONGEVITY DIFFERENTIAL

The longevity differential for Medical Laboratory Technicians will be thirty cents ($0.30) per hour after ten (10) years of service with the Employer and forty cents ($0.40) per hour after fifteen (15) years of service with the Employer.

SHIFT DIFFERENTIAL

Evening shift differential will be ten percent (10%) per hour. Night shift differential will be fifteen percent (15%) per hour.

WAGES

See Appendix A.

PER DIEM DIFFERENTIAL

The Per Diem differential will be one dollar ($1.00) per hour.

REDUCTIONS IN FORCE

The same procedure for reductions in force, as outlined in the current Collective Bargaining Agreement, will be applicable for the Medical Laboratory Technician. No bumping across classifications will be permitted.

APPENDIX F
MEDIATION AND FINAL OFFER INTEREST ARBITRATION AGREEMENT
KPMCP AND UFCWIU

PURPOSE

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

DISPUTE RESOLUTION MECHANISM

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

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

SELECTION OF ARBITRATOR

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

MEDIATION PROCEDURE

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

UNRESOLVED ISSUES

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

DECISION AND EXPENSES OF THE ARBITRATOR

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

FINAL OFFER ARBITRATION PROCEDURE

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

AUTHORITY OF ARBITRATOR

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

ARBITRATION STANDARDS

Wage Issues

The arbitrator shall use as a standard in deciding any wage issues the prevailing wage rates and pay practices for the same or similar classifications within:

1. The Employer's organization in Southern California.

2. Other employers in the Southern California community.

Benefit Issues

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

Paid Time Off and Premium/Differential Issues

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

ISSUES NOT LISTED ON EXHIBIT A

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

SUNSET CLAUSE

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

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

EXHIBIT A

TO

MEDIATION AND FINAL OFFER INTEREST ARBITRATION AGREEMENT (APPENDIX G)

WAGES

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

BENEFITS

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

PAID TIME OFF

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

PREMIUMS AND DIFFERENTIALS

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

APPENDIX G
FLEXIBLE SCHEDULES TEN (10) HOUR SHIFTS

The Employer and Union agree to the following flexible ten (10) hour shift agreement:

1. Ten (10) hour days shall be incorporated into the schedule. It is understood that the Employer may discontinue such scheduling at any time.

2. Designated Holidays

   Work on designated holidays may be scheduled as eight (8) hour shifts. A maximum of eight (8) hours Holiday Not Worked (HNW) shall be paid for nonworked designated holidays. During a designated holiday workweek, five times eight (5 x 8) hour/day schedules may be resumed to provide staffing and attempt to assure forty (40) hours worth of pay for the scheduled employee, unless modifications to the existing schedule provide the same result, while incorporating eight (8) and ten (10) hour days.

3. Vacation

   Vacation is expected to be scheduled and taken. During periods of vacation, the five (5) day, eight (8) hours/day workweek may be resumed to provide adequate staffing. Vacation relief may be provided with a part-time employee or the employee working the Vacation relief schedule.

4. Overtime

   The following deviations to overtime definition and pay shall apply to schedules which incorporate eight (8) and ten (10) hour workdays.

   The overtime rate of one and one-half (1 1/2) times the employee's straight time rate shall be paid for:

   All hours worked in excess of eight (8) hours for an eight (8) hour shift or ten (10) hours for a ten (10) hour shift; continuous hours worked in excess of eight (8) hours for an eight (8) hour shift or ten (10) hours for a ten (10) hour shift in any two (2) consecutive workdays.

   Example:

   Eight (8) hour shift: 1 1/2 x all hours > 8 and < = 12
   Ten (10) hour shift: 1 1/2 x all hours > 10 and < = 14

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

   The overtime rate of two (2) times the employee's straight time rate of pay shall be paid for:

All hours worked in excess of twelve (12) hours during a workday scheduled as an eight (8) hour shift, or in excess of fourteen (14) hours on a workday scheduled as a ten (10) hour shift.

Example:

Eight (8) hour shift: 2x all hours > 12
Ten (10) hour shift: 2x all hours > 14

5. Sick Leave

Sick Leave pay shall be defined as payment of the straight time hours the employee would have worked had the disability not occurred, calculated at the employee's straight time hourly rate.

6. Bereavement Leave

Paid eight (8) hours daily. The entitlement for bereavement leave will be in accordance with the provisions of the Collective Bargaining Agreement.

7. Educational Leave

Educational leave pay shall be defined as payment of the straight time hours the employee would have worked had the leave not occurred, calculated at the employee's straight time hourly rate, not to exceed a maximum of forty (40) hours per year. Educational leave may be used on other than scheduled days of work. Pay for such leave will be at straight time and will be based on contact hours (one (1) hour of educational leave pay for one (1) contact hour).

8. Replacement Hours

Employees who are replacing other employees who are working under this Appendix will also be bound to the terms and conditions of this Appendix and will receive overtime and other types of payment in accordance with this Appendix.

9. Miscellaneous

Ten (10) hour shifts may be regularly scheduled for the involved part-time employees under the same provisions of this Appendix.

10. Implementation

Implementation of ten (10) hour shift scheduling is contingent upon one hundred (100%) percent concurrence of all employees involved. Ten (10) hour shifts, once implemented, are subject to the ongoing approval of the employees involved and the Union. Such schedules may be discontinued by the Employer, the Union, or by a two-thirds (2/3rds) vote of the involved employees, with a minimum of two (2) weeks' notice.

11. UNLESS OTHERWISE STATED IN THIS APPENDIX, ALL OTHER PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT WILL APPLY.

12. Alternate work schedules, other than the ten (10)-hour shift outlined above, will be addressed at the request of either party.

APPENDIX H – UNION STEWARDS

Union Stewards

The parties have agreed we share a joint commitment to support union stewards and recognize and enhance their vital role in the workplace.

The parties agree to jointly promote greater utilization of stewards and develop a process to release stewards for authorized activities. Stewards may be notified to participate in discipline/corrective action meetings and shall be made whole for attendance at such meetings. Stewards will obtain permission from their immediate supervisor for absences from their normal work place to conduct Union business.

The Employer will make every effort to allow access to secure mail, use of facsimile, telephone, copier, computer and email for joint Employer/Union business communication. Use of Employer equipment will not occur on company time unless so authorized by the Employer.

APPENDIX I – UNION STEWARD TRAINING

Union Steward Training

The parties agree that the total number of hours of paid steward's training time provided for in the National Agreement may be allocated throughout the year in increments of between two (2) and eight (8) hours, and may be on site or offsite as requested by the Union. In no event will the total annual amount of paid time stewards' training exceed the amount set forth in the National Agreement. This amount is currently forty-eight (48) hours annually, but will increase or decrease if the amount set forth in the National Agreement changes.

The parties further agree that the purpose of training shall be consistent with the National Agreement. Stewards shall notify their immediate supervisor of such training no less than thirty (30) days in advance.

APPENDIX J

The Southern California Permanente Medical Group, Inc., and UFCW 135, 324, 770, and 1428 agree to meet on a periodic basis at the request of the other party to discuss mutual problems and issues impacting Clinical Laboratory Scientists and Medical Laboratory Technicians employed by the Permanente Medical Group, Inc. Such meetings, including time and places shall be mutually agreed to.

These discussions may also include reviewing the classifications identified by either party requiring wage adjustments in addition to the negotiated wage increase for that specific year. Any changes or recommendations made under this Appendix shall be by mutual agreement only.

APPENDIX K - CORRECTIVE ACTION

The following mutually agreed upon policy is included as an Addendum to the Collective Bargaining Agreement – not as a part of the Agreement – for informational purposes and is subject to change during the life of the contract.

PHILOSOPHY:

It is the philosophy of Kaiser Permanente and the Partnership Unions to recognize the value of all employees and the significant investment each employee represents. Thus, it is the collective intent of the Organization and Partnership Unions to retain each employee whenever possible. The Corrective Action Process is intended to be an open method that utilizes a collaborative problem solving approach to address issues, emphasizing a non-punitive alternative to correct performance and/or behavioral problems.

PURPOSE:

Through a collaborative process, develop and initiate positive ways to build employees' commitment to the Organization's primary mission (service to our patients) by fostering individual responsibility and accountability for performance and behavior.

LEVELS:

Employees will be notified of their right to representation at all levels of the Corrective Action Process. Employees, who dispute any action under this process, shall have the right to file a grievance at any time during the process, within the timelines specified by the applicable collective bargaining agreement.

a.) Level 1 – Initial Discussion

At this level, the supervisor/department manager will meet privately with the employee and representative of the union (unless such representation is refused by the employee) to clarify the existence and nature of the performance and/or behavioral issue(s). The supervisor's/department manager's primary role at Level 1 is to gain the employee's understanding and agreement to solve the problem.

The focus of the initial discussion is to advise the employee that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The supervisor/department manager and employee should use this opportunity to problem solve the issue(s), clarify expectations, explore and agree on expected behavioral/performance changes, and determine measures of achievement and timelines for improvement. The Corrective Action Process should be reviewed with the employee to make sure they understand it.

The supervisor/department manager will prepare a written summary of the meeting to include date, participants, issue(s) discussed and agreements reached. A copy of the written

summary will be given to the employee and union representative (if involved). The documentation is for information purposes only. A copy of the written summary will be placed in the employee's departmental file for one (1) year, or for a shorter period if agreed to by both parties. A copy of the written summary will not be placed in the personnel file, and it can not be used for purposes of formal discipline procedure (Levels 3, 4, and 5).

At the conclusion of the agreed upon timelines, the supervisor/department manager will meet again with the employee and representative of the union (unless such representation is refused by the employee) for the purpose of assessing progress or moving the issue forward to the next level if satisfactory progress has not been made.

The supervisor/department manager and labor representative may wish to consult with Human Resources and Union Leadership during the process.

b.) Level 2 – Development Action Plan

This level of the Corrective Action Process should be utilized if the employee's performance and/or behavioral problems continue.

The supervisor/department manager will meet privately with the employee and a representative of the union (unless such representation is refused by the employee) to revisit the issue(s)/problem(s) and reinforce the need for the employee to meet reasonable standards of performance and behavior. The discussion will include, but is not limited to, the following: 1) A review of the progress made by the employee, 2) The joint development of a Developmental Action Plan.

The supervisor/department manager and the employee will collaboratively develop this Plan, defining the specific issues related to performance and/or behavior, establish expectations, verify the employee's commitment to the Plan, and establish a time frame for the achievement of performance and/or behavioral expectations. If a representative from the union is present, such representative will be an active participant and assist the parties in reaching agreement. Based upon agreements reached through consensus, the supervisor/department manager and/or employee will prepare a written memorandum summarizing the agreed upon Developmental Action Plan. The supervisor/department manager and employee will be asked to sign the memorandum as an expression of commitment to the Plan; and, the union representative will be asked to sign the memorandum as a record of attendance at the meeting. If the employee refuses to participate in of the Developmental Action Plan, disagrees with final version of the Plan, or refuses to sign the Plan, the supervisor/department manager will progress to Level 3 of the Corrective Action Process.

A copy of the Developmental Action Plan will be given to the employee and the union representative (if involved). The Developmental Action Plan will placed in the employee's departmental file for one (1) year, or for a shorter period if agreed to by both parties. A copy of the Developmental Action Plan will not be placed in the employee's personnel file, and it can not be used for purposes of the formal discipline procedure (Levels 3, 4, and 5).

At the conclusion of the agreed upon timelines, the supervisor/department manager will meet with the employee and representative of the union (unless such representation is

refused by the employee), for the purpose of assessing progress or moving the issue forward to the next level if satisfactory progress has not been made.

The supervisor/department manager and labor representative may wish to consult with Human Resources and Union Leadership during the process.

c.) Level 3 – Corrective Action Plan

This level of the Corrective Action Process should be utilized if the employee's performance and/or behavioral issues have continued or if the employee disagreed with the final version of or refused to sign the Developmental Action Plan (Level 2). At Level 3, the supervisor/department manager, employee, and a representative of the union (unless such representation is refused by the employee), will meet privately to revisit the Developmental Action Plan, timelines, and progress made.

The preferred outcome of this meeting is that the supervisor/department manager and the employee, through a collaborative process, will mutually agree upon a Corrective Action Plan. The supervisor/department manager, and/or employee will prepare this written Plan, which sets forth the agreements made or parameters established for correcting performance and/or behavioral issues, including measures of achievement and timelines for completion. The Corrective Action Plan will include acknowledgement that failure to meet the performance and/or behavioral expectations will result in further corrective action, and may lead to termination. The supervisor/department manager and employee will be asked to sign the Corrective Action Plan as an expression of commitment to the Plan; and, if present, the union representative will be asked to sign the Plan as a record of attendance at the meeting.

However, if the employee refuses to acknowledge the issue, refuses to sign the Corrective Action Plan or agreement can not be reached; the supervisor/department manager will unilaterally prepare and implement the Corrective Action Plan. The Corrective Action Plan will include notification to the employee that failure to *live* up to performance and/or behavioral expectations will result in further corrective action being taken, which may lead to termination.

A copy of the Corrective Action Plan will be given to the employee and the union representative (if present), or mailed to the union representative if he/she was not present. The Corrective Action Plan will be placed in the department file and the employee's personnel file for one (1) year, or for a shorter period if agreed to by both parties. At this point in the process, the union representative may request and obtain documentation of earlier levels, if desired.

At the agreed upon timelines, the supervisor/department manager *will* meet with the employee and a representative of the union (unless such representation is refused by the employee), for purposes of assessing progress or moving the issue forward to the next level if satisfactory progress has not been made.

In the event that inadequate progress has been made, the following will be considered in determining if Level 3 should be repeated or the issue should be advanced to Level 4-Day of Decision:

- Severity of the incident

- Frequency of the incident
- Date of the incident in comparison to the date of the Corrective Action Plan
- Previous overall performance
- Tenure of the employee
- Mitigating circumstances
- Commitment of the employee to the overall Corrective Action Plan

Consultation with Human Resources and Union Leadership is strongly encouraged at this level.

d.) Level 4 – Day of Decision

This level of the Corrective Action Process should be utilized when the employee has not shown adequate improvement in performance and/or behavior after completing Level 3.

At the conclusion of the follow-up meeting at Level 3, and after having determined that prior efforts have failed to produce the desired changes, a meeting will be scheduled including the supervisor/department manager, the employee and the union representation (unless such representation is refused by the employee). Higher levels of management and union leadership may attend this meeting if desired.

The purpose of this meeting is to review the continuing performance and/or behavioral issues and the lack of adequate improvement. When management decides to invoke a Day of Decision (Level 4), the severity of the situation will be explained to the employee, and a copy of the Draft Action Plan Form will be explained and provided by the supervisor/department manager. The employee will then be placed on a paid "Day of Decision". The Day of Decision is paid to demonstrate the Organization's commitment to retain the employee. The supervisor/department manager will stress the need for the employee to utilize the Day of Decision as a day of reflection and choice. The employee has the opportunity to commit to change their performance and/or behavior and return to the organization, or voluntarily sever the employment relationship.

Management will document the meeting in a memorandum that includes the date, location, attendees, and summary of the discussion.

Upon returning to the workplace, the supervisor/department manager, the employee, and the union representative (unless such representation is refused by the employee), will meet to review the employee's decision. If the employee's decision is to change their performance and/or behavior and continue employment, the employee will submit the completed Draft Action Plan Form upon returning from the Day of Decision. The supervisor/department manager, employee, and a representative of the union (unless such representation is refused by the employee), will review and incorporate the employee's Draft Action Plan into a Last Chance Agreement. The employee will be required to sign the Last Chance Agreement and will be given a copy. The union representative will be asked to sign the Last Chance Agreement demonstrating their attendance at the meeting and provided a copy, or mailed a copy if representation was refused.

If the employee does not comply (i.e. complete Draft Action Plan Form, commit to change behaviors and/or performance and sign the Last Chance Agreement) or refuses to voluntarily terminate, the employee will progress to Level 5 of the Corrective Action Process.

The Last Chance Agreement will be placed in the department file and the employee's personnel file for one (1) year, or for a shorter period if agreed to by both parties.

At the conclusion of the agreed upon timelines, the supervisor/department manager will meet with the employee and a representative of the union (unless such representation is refused by the employee), for purposes of assessing progress or moving the issue forward if satisfactory progress has not been made.

The supervisor/ department manager and labor representative must consult with Human Resources and Union Leadership at this Level.

e.) Level 5 – Termination

If performance and/or behavior issue(s) still persist despite the Initial Discussion, Developmental Action Plan, Corrective Action Plan, and Day of Decision, termination would be the next step in the Corrective Action Process. However, when an employee is on a Last Chance Agreement, and there is a recurrence of an incident after at least six (6) months of acceptable behavior, Human Resources and management will review the incident prior to the discharge of the employee. Based upon this review, management may elect to retain the employee. In certain circumstances, the organization may accept the employee's resignation in lieu of termination.

Appropriate documentation will be given to the employee, union and placed in the department file and employee's personnel file.

The supervisor/department manager and labor representative must consult with Human Resources and Union Leadership at this level to determine if termination is appropriate.

MAINTENANCE OF DOCUMENTS / PURGING OF DOCUMENTATION

Documents will be purged from the employee's departmental file and/or personnel file after one year unless there has been a reoccurrence of the same infraction. However, upon mutual agreement, corrective action documentation may be removed from the employee's personnel file prior to the one-year (1) expiration period.

In order to satisfy governmental record keeping requirements, in certain circumstances, purged documentation (Corrective Action Plans, Last Chance Agreements) will be maintained by the employer in a separate file that supervisors/department managers do not have access to.

INVESTIGATORY SUSPENSIONS

In situations where Management determines that removal of an employee is warranted due to the nature of an incident or allegation, such employee will be placed on a paid investigatory suspension. At the conclusion of the investigatory suspension, Management, in consultation with the Union, will determine at what level, up to and including Level 5, to place the employee in the Corrective Action Process.

ACTS OF GROSS MISCONDUCT

Acts of gross misconduct and/or negligence will subject the employee to an accelerated level in the Corrective Action Process (Last Chance Agreement or Termination).

APPENDIX L – ISSUE RESOLUTION

The following mutually agreed upon policy is included as an Addendum to the Collective bargaining Agreement – not as a part of the Agreement – for informational purposes and is subject to change during the life of the contract.

PHILOSOPHY:

Kaiser Permanente and the Coalition of Kaiser Permanente Unions are aligned together when we express the value of each member in the workforce. The effectiveness of our health care team and our organization are enhanced when we work together to resolve our common issues. We believe that effective problem solving starts with respectful, open-minded informal discussion between the parties who have a stake in the problem before they initiate formal Issue Resolution. If the informal discussion fails to produce a mutually agreed upon resolution to the issue, then the following formal Issue Resolution process will commence. We believe that formal Issue Resolution process sets the foundation for:

- The resolution of issues in a prompt and cooperative fashion.
- Focusing on what is right vs. who is right.
- Constructive/respectful fashion without fear of retaliation.
- The ownership of issues and problem when and where they occur, through the utilization of an interest based consensus driven process.
- Honoring all agreements.

PROCESS:

Any individual, team member or work team is empowered to bring issues or concerns related to the work place to the attention of another individual, team member or supervisor/manager. Stakeholders(s) bringing the issue or concern forward, have a responsibility to stay actively involved in the issue resolution process (employing the techniques of “Interest Based Problem Solving”).

PROCESS COMPONENTS:

Once the “issue resolution process” is determined to be the appropriate vehicle to achieve resolution then the following will occur:

- A clear definition of the issue.
- Identification of interests (individual and in common).
- Generation of possible solutions.
- Agreement regarding criteria.
- Selection of solution elements.
- Develop and implement a comprehensive solution
- Establishment of a monitoring process.

COMPONENT DEFINITION:

Define the issue. Ensure that the stakeholder(s) involved agree on the issue to be solved.

Identify the interests involved. (Interests refer to the needs or concerns of the stakeholder(s) regarding the issue)

Generation of possible solutions. Use this process as a brainstorming vehicle to generate as many solutions/ options that might resolve the issue. It is expected that the parties involved will be creative in looking for solutions, and are not bound by past practice. If needed, the parties should request additional resources, including neutral facilitation (e.g. trained facilitators with Kaiser Permanente), in support of solving the issue. The exploration of solutions requires the participation of all stakeholder(s) involved.

Agree on Criteria. Determine criteria to be used as a yardstick by which solutions are measured, compared, judged and limitations are defined.

Determine solution elements. By consensus of the stakeholder(s) involved, determine the solutions that meet the agreed upon criteria.

Develop and implement a final resolution. The final resolution is developed and written by incorporating the agreed upon solutions and monitoring process. All solutions or agreements reached through issue resolution must be made by consensus and are non-precedent setting, unless setting a precedent is mutually agreed upon.

Unions and management will support the implementation of agreed upon solutions/agreements.

Monitoring / Intervention Process. In order to maximize the efficiency of the issue resolution process, the local Service Area Labor Management Partnership councils are accountable for monitoring the effectiveness of the decisions resulting from this process. The local Service Area LMP Council monthly will review the process, and they will send a yearly report to the Regional LMP Council for their review.

It is the Regional LMP Councils responsibility to review the overall effectiveness of the Process and to make changes as appropriate.

If the solution is in conflict with the collective bargaining agreement(s) or policy then the appropriate union/management representatives must approve the solution. If there is failure to gain approval at the appropriate local level, the issue is to be referred to the SCAL Regional LMP Council for approval.

NOTE: All resolutions resulting with this process must comply with state or federal employment and labor relations laws, and are not in conflict with organizational philosophy.

APPEALS PROCESS:

If after going through the issue resolution process described above, a mutually agreed upon solution has not been reached, the Stakeholder(s) will be responsible for bringing the issue to the Service Area LMP council or designees for review and resolution no later than its next regularly scheduled meeting. Issues resolved by the Service Area LMP council will be communicated back to the Stakeholder(s). Such communication will be in writing and will include the date and location of the meeting, attendees, statement of the issue, and a summary of the resolution including the rationale for the decision. If the consensus is not reached by the Service Area LMP council, the issue will be referred to the SCAL Regional LMP council for review and resolution. The SCAL Regional LMP council will determine if stakeholder(s) need be present, during such review, to provide clarification and any support data necessary to reach a decision. If consensus is reached, a written communication will be forwarded to the originating LMP council and will include the date and location of the meeting, attendees, statement of the issue, and a summary of the resolution including the rationale for the decision.

At any time a union stakeholder may choose to discontinue their participation in the issue resolution process and enter the grievance process. The parties by mutual agreement will determine the appropriate step to enter the established grievance procedure and time limits for grievance purposes will commence upon exiting the issue resolution process. It is strongly recommended that grievance mediation be used prior to arbitration. At no time during this process may a management stakeholder opt out of the process.

COMPARISON WITH OTHER PROCESSES:

Issue Resolution: Any issue that can not result in corrective action, at any stage of the process, is correctly placed in Issue Resolution. Issues may have multiple points of initiation (e.g. employee to employee, employee to supervisor, employee to department, supervisor to supervisor, department to department).

Corrective Action: Any issue that can result in corrective action, in whole or part, is correctly placed in Corrective Action. If there are elements of the subject issue that will not result in corrective action, those elements should be resolved through the Issue Resolution process (e.g. true employee tardiness and an on going/validated timekeeping malfunction).

Grievance Procedure: Any employee may opt out of the Issue Resolution or Corrective Action process and initiate a grievance. Timeliness of the grievance will be determined by contract language and the parties will jointly determine the appropriate step to initiate the issue.

Contract and Policy Issues: Contract or policy issues will not be processed through Issue Resolution. Instead, such issues will be directed to the appropriate union/management representatives for resolution.

INITIATION/OBLIGATION PROCESS FOR ISSUE RESOLUTION

(Who has the obligation to respond to the request for Issue Resolution?)

An issue should first be addressed between the parties, in an informal manner, prior to the initiation of the following formal/documented process:

Situation (Person with issue! perceived source of issue)	**Who Initiates**	**Who Coordinates and Responds**
Employee/Employee	Employee presents issue in writing to parties designated by the SA LMP council on an Issue Resolution form Or, if the SA LMP council becomes aware of an issue that impacts a department, the council should initiate a meeting in writing and complete a Issue Resolution form.	The Service Area LMP council coordinates a meeting to include all stakeholders
Employee/Supervisor	Employee/Union steward or Union Rep. presents in writing (Issue Resolution form) to the level of management immediately above the involved supervisor. If management becomes aware of an issue that impacts a department, management should initiate a meeting using the Issue Resolution form.	Management coordinates the meeting to include all stakeholders.

INITIATION/OBLIGATION PROCESS FOR ISSUE RESOLUTION (Continued)

Situation (Person with issue! perceived source of issue)	Who Initiates	Who Coordinated and Responds
Supervisor/Supervisor	Employee presents the issue in writing (Issue Resolution form) to the level of management immediately above the involved supervisors If management becomes aware of an issue that impacts a department, management should initiate a meeting using the Issue Resolution form.	Management coordinates the meeting to include all stakeholders.
Employee/Department process. (i.e. scheduling, patient care process, interpersonal)	Employee presents issue in writing Issue Resolution form) to the level of management immediately above the involved level. If management becomes aware of an issue that impacts a department, management should initiate a meeting using the Issue Resolution form.	Management coordinates the meeting to include all stakeholders.

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