

AGREEMENT

Between

**CALIFORNIA SERVICE CENTER
KAISER FOUNDATION HEALTH PLAN**

and

**THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 30
AFL-CIO, CLC**

October 1, 2023 – October 1, 2027

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AGREEMENT

This Agreement is made and entered into by and between the California Service Center (CSC) of Kaiser Foundation Health Plan, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union, Local 30, AFL-CIO, CLC, hereinafter referred to as the "Union." This Agreement shall cover only those employees employed by the Employer at its California Service Center.

100 **ARTICLE I - MANAGEMENT'S RIGHTS**

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

102 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: to manage, direct and maintain the efficiency of its offices and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to discontinue work for any economic or operational reason; to direct the staff; increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to layoff or reduce hours of work or staff; to establish schedules of operation and workloads; to specify or assign work and decide which employees are qualified to perform work; to determine qualifications for positions; to schedule and change work hours, shifts and days off; to adopt rules, and penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of facilities; and to affect technological changes.

200 **ARTICLE II - RECOGNITION AND UNION SECURITY**

201 Section 1 – Recognition

202 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement and employed at the California Service Center for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment.

203 Section 2 - Union Membership

- 204 All employees hired by the Employer shall, on the thirty-first (31st) day following the beginning of their employment, become and remain members of the Union in good standing as a condition of continued employment.
- 205 The Employer shall deduct from each Union member's wages, the amount of Union dues and initiation fee uniformly required by the Union of all employees covered by this Agreement who have voluntarily agreed to a written assignment which shall be irrevocable until the termination date of this Agreement.
- 206 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article. This indemnity refers to the issue of dues payments only and does not include any attorney's fees or other costs.
- 207 On a monthly basis, the Employer shall supply the Union with the names and addresses of new employees and the names of employees terminated.
- 208 Section 3 - Access of Business Representatives of the Union
- 209 Authorized Business Representatives of the Union shall be permitted at all reasonable times to enter the facility operated by the Employer for the purpose of transacting Union business and observing working conditions under which employees are employed; provided however, that they first notify the manager of the facility or designee of their presence, and that no interference with the work of the employees shall result and such right of entry shall at all times be subject to general office rules applicable to non-employees.
- 210 Section 4 - Bulletin Boards
- 211 The Union will present notices to the Employer's designated representative before placing notices on the onsite bulletin board or virtual bulletin board. Postings will only be made by an authorized Union representative, and such representative shall seek prior approval from the Employer before posting material on the onsite bulletin board or virtual bulletin board.
- 212 The Employer shall keep the Union informed as to the identity of the Employer's representative.
- 213 Section 5 - Bargaining Unit Work
- 214 It is not the intent of the Employer to utilize Management personnel to replace and/or reduce represented employees. However, it is understood they may assist and are not prohibited from performing bargaining unit work in order to

maintain an efficient operation which is at all times responsive to customer needs and provides high quality of service.

300 **ARTICLE III – NONDISCRIMINATION**

301 The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental status, physical disability, mental disability, genetic information, gender identity, gender expression, veteran status, or other status protected by applicable federal, state, or local laws.

400 **ARTICLE IV - STATUS OF EMPLOYMENT**

401 Section 1 - Full-time Employees

402 Employees normally scheduled to work forty (40) hours per week on a continuing basis shall be deemed as full-time. This is not to imply any guaranteed workweek.

403 Section 2 - Regular Part-time Employees

404 A part-time employee is one who is normally scheduled to work less than forty (40) hours per week.

405 Section 3 - On-call Employees

406 An on-call employee is defined as an employee assigned to work on an interim or relief basis only.

407 In lieu of any insured or paid time off benefits, an on-call employee shall receive a forty-five cents (\$0.45) per hour differential for each hour he/she works.

408 Section 4 - Temporary Employees

409 A temporary employee is one who is hired for a temporary period of time not to exceed nine (9) months. Extension to this time period may be granted provided written notice is given to the Union detailing the rational. Paid time-off and insured benefits, such as, health plan coverage, dental plan coverage, holiday benefits and premiums are not extended to employees in a temporary status.

500 **ARTICLE V - PAY PERIODS AND PAY COMPUTATION**

501 Section 1 - Pay Periods

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

503 Section 2 - Method of Computing Pay

504 Employees' pay shall be computed based on an hourly wage rate. All overtime provisions will be applicable if worked within the same workweek. Hours paid but not worked will not count in the computation of any overtime pay provision.

505 Section 3 - Payroll Errors

506 The Employer will attempt to resolve payroll errors as soon as possible or per applicable law.

600 **ARTICLE VI - HOURS OF WORK AND OVERTIME PAY**

601 Section 1 - Normal Workday/Workweek

602 This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

1. A regular day of work shall consist of eight (8) hours.
2. Forty (40) hours shall constitute a normal workweek.
3. A workday is defined as the twenty-four (24) hour period beginning each day at 12:01 a.m.
4. A workweek shall consist of a seven (7) day period beginning on Monday at 12:01 a.m.
5. A payroll period shall consist of two (2) consecutive workweeks.

603 Section 2 - Overtime - 1 1/2x Regular Rate of Pay

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

6. All hours worked in excess of eight (8) hours in a workday.
7. All hours worked in excess of forty (40) hours in a workweek.

605 Section 3 - Overtime - 2x Regular Rate of Pay

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

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

607 Section 4 - Overtime - 2 1/2x Regular Rate of Pay

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

- 10. All hours worked on a designated holiday (defined in paragraph 1007), unless an arrangement is made to pay the employee time and one-half (1 1/2x) with another day off to be taken within thirty (30) days following the holiday at straight time pay.
- 11. All hours worked in excess of sixteen (16) in a workday.

609 Section 5 – Longevity Rates

610 The following schedule indicates years of service and the per hour longevity rate provided to employees:

<u>Years of Service</u>	<u>Longevity</u>
Ten (10) Years	Additional \$0.30 per hour
Fifteen (15) Years	Additional \$0.10 per hour (\$0.40 per hour total longevity rate for 15+ years)

611 The longevity differential is included in base hourly pay. The differential is applied to the employee's rate of pay in effect at the time the employee reaches his/her ten and fifteen-year anniversary date. The longevity differential shall be excluded from the computation of adjustments to the base hourly pay, such as across the board increases.

612 Section 6 - Bilingual Differential

613 Employees who are routinely required (over 5% of the time) to interpret other languages, in compliance with regulatory requirements, shall receive bilingual

pay for Qualified Bilingual Staff in the amount of sixty -five dollars (\$65.00) per month or \$0.40625 per hour.

614 The Employer and the Union will jointly review and discuss the number of positions necessary to satisfy the normal interpreting requirements and will designate by department, by shift, by qualification and seniority, the individuals who will perform the function. Following implementation, openings will be filled through job postings.

615 Section 7 - Additional Hours/Overtime

616 Additional hours will be allocated according to the following progression:

1. Inside the Line of Business: The Employer will first ask for volunteers desirous of working overtime or additional hours. If the Employer must select among volunteers, the Employer will select the most qualified employee(s). If the volunteers possess comparable qualifications, the most senior employee will be awarded the hours.
2. Outside the Line of Business: The Employer may then seek volunteers outside the line of business where the overtime or additional hours occur. If the Employer must select among volunteers, the Employer will select the most qualified volunteer(s). If the volunteers possess comparable qualifications, the most senior employee will be awarded the hours.
3. At any time, the Employer may mandate by inverse seniority the overtime or additional hours in the line of business where such hours occur. If doing so does not satisfy the needs, the Employer may mandate by inverse seniority the overtime or additional hours outside the line of business where the hours occur.

617 Section 8 - Reporting Pay

618 Employees who sign up and report to work outside of their regularly scheduled shift, without receiving at least one (1) hour of prior notice that no work is available shall be paid a minimum of two (2) hours at the straight time hourly rate. Reporting pay does not apply to the extension of a normally scheduled shift.

619 Section 9 – Training Pay

620 A trainer is a non-lead employee designated by the Employer to train or provide expertise on a particular subject. This does not include employees who may be assigned to orient or be observed by students or new employees. The training conducted must be a minimum of one (1) hour in duration and be prescheduled

by the Employer for training pay to apply. An employee who meets the criteria set forth here shall be compensated at five percent (5%) above their rate for all hours spent as a trainer.

621 Additionally, the following criteria must be met:

1. Must be designated by the Employer.
2. Must perform the scope of duties which must always include:
 - Teaching technical, professional, or clerical skills, techniques and procedures to groups or individuals.
 - Training groups or individuals as an assignment.
3. Training differential will apply for hours worked as a trainer only.

700 **ARTICLE VII - BREAKS AND MEAL PERIOD**

701 For a normal eight (8) hour shift of work the employee will be entitled to one (1) unpaid meal period and two (2) fifteen (15) minute paid breaks.

702 Any hours worked that exceed the normal eight (8) hour shift, breaks and meals will follow Appendix B.

800 **ARTICLE VIII - SHIFT DIFFERENTIALS**

801 Section 1 - Evening Shift Differential

802 All hours worked between 6:00 p.m. and Midnight will be paid evening shift differential in the amount of ninety cents (\$.90) per hour. Shift differential is only paid on hours worked and only in full hourly increments.

803 Section 2 - Night Shift Differential

804 All hours worked between Midnight and 6:00 a.m. will be paid night shift differential in the amount of one dollar and thirty cents (\$1.30) per hour. Shift differential is only paid on hours worked and only in full hourly increments.

900 **ARTICLE IX - HEALTH AND DENTAL PLANS**

901 Section 1 - Employee and Dependents Health Plan Coverage

- 902 Full-time employees, or part-time employees who are regularly scheduled to work twenty (20) or more hours per week, will be entitled to Employer-paid Kaiser Foundation Health Plan Coverage, which includes inpatient, outpatient, mental health benefits, alcoholism and drug dependency, prescriptions and post-surgical breast prostheses for mastectomies. This Coverage includes the employee and all eligible dependents. Doctor office visits and prescriptions have a co- payment of five dollars (\$5.00) per visit/purchase. Coverage is effective the first (1st) day of the month following the date of hire.
- 903 Eligible dependents will include spouse or eligible domestic partner and unmarried dependent children up to age twenty-six (26). Physically or mentally handicapped children are also covered up to age twenty-six (26) if the disability or mental incapacity occurred prior to the dependent child turning age twenty-six (26). Annual certification of incapacity and dependency may be required by the Kaiser Foundation Health Plan.
- 904 Health Plan Coverage terminates at the end of the month in which the employee terminates, transfers to an ineligible status or in the event premiums lapse while on an unpaid leave of absence.
- 905 Coverages, limitations and exclusions of the foregoing Health Plan are established and controlled by the Employer's Agreement with Kaiser Foundation Health Plan, Plan Documents and Summary Plan Descriptions.
- 906 Section 2 - Health Plan Coverage for Retirees
- 907 At age sixty-five (65), the prevailing Employer-paid Health Plan Coverage coordinated with Medicare shall be provided to an employee who has fifteen (15) or more years of service prior to their early, normal or postponed retirement. For disability retirement, employees shall receive Employer-paid Health Plan Coverage at the time of retirement. If the disability retiree is eligible for Medicare, then the employee shall receive Health Plan Coverage coordinated with Medicare. The employee and spouse, as eligible, must enroll in Parts A and B of Medicare when first eligible. The cost of Medicare Part B for employee and spouse will be paid by the employee.
- 908 Section 3 - Employee and Dependents Dental Coverage
- 909 Full-time employees, or part-time employees who are regularly scheduled to work twenty (20) or more hours per week, and their eligible dependents will be provided with a dental plan.
- 910 Eligible dependents include spouse, unmarried dependent children up to age twenty-six (26). Physically or mentally handicapped children are also covered up to age twenty-six (26) if the disability or mental incapacity occurred prior to

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

- 911 Coverage under Private Medical Care, Inc. (PMI) or Safeguard is effective on the first (1st) day of the calendar month following six (6) months of continuous employment. Newly hired employees who complete three (3) years of service may elect coverage in the Delta Dental Plan or the Local 30 Dental Trust during any subsequent dental open enrollment period. An open enrollment period will be held during the month of February each calendar year with changes effective April 1.
- 912 For coverage under the OPEIU Local 30 Dental Trust Program, eligible dependents include spouse and unmarried dependent children up to age twenty-six (26).
- 913 Dental Plan Coverage terminates at the end of the month in which the employee terminates, transfers to an ineligible status or in the event premiums lapse while on an unpaid leave of absence.
- 914 Coverages, limitations and exclusions of the foregoing Dental Plans are established and controlled by the Employer's Agreement with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

1000 **ARTICLE X - WORK/LIFE BALANCE TIME OFF PROGRAM**

- 1001 The Work/Life Balance Time Off Program is effective June 1, 2001. The Program consists of Life Balance Days, Vacation, Sick Leave, Designated Holidays and Income/Extended Income Protection.
- 1002 Effective June 1, 2001, eligible full-time employees shall commence accrual of Life Balance Days at the rate of 3.33 hours per month, up to a maximum of forty (40) hours at any given time. Eligible part-time employees accrue Life Balance Days at the above rate, prorated based on hours paid (up to a maximum of 80 hours in a pay period) in the previous two pay periods. Eligible full and part-time employees hired on or after June 1, 2001 will commence accrual of Life Balance Days from their date of hire.
- 1003 Life Balance Days may be used for any reason and may be used in increments of less than eight (8) hours. In the event an employee elects to use a Life Balance Day(s) in conjunction with vacation, such Life Balance Day(s) may be granted only after the annual vacation selection process as described in Article 14 of this Agreement has been completed. Life Balance Days will, insofar as possible, be granted on the day(s) requested by the employee. Requests to take a Life Balance Day(s) must be made seventy-two (72) hours in advance

of the day(s) requested, and such requests are subject to departmental approval processes as defined by the department. Preferences for Life Balance Days shall be recognized according to seniority. Life Balance Days shall be granted in emergencies. In the event an employee's requests to take Life Balance Days are continually denied, the parties shall meet upon the Union's request, to determine an appropriate resolution.

1004 Life Balance Days may be donated to another eligible employee.

1005 Life Balance Days that are accrued, and not used, are paid out upon termination, retirement or transfer to an ineligible status.

1006 Section 1 - Designated Holidays

1007 The following days are designated as paid holidays:

New Year's Day	Labor Day
<u>Martin Luther King, Jr. Day</u>	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

1008 Part-time employees' pay for designated unworked holidays will be prorated at the rate of ten percent (10%) of all straight time hours paid to them during the previous pay period.

1009 All designated holidays will be paid on the actual calendar day they fall, and all conditions and benefits applying to such a designated holiday will be in effect on that calendar day.

1010 In five (5) day, Monday through Friday departments, if the designated holiday falls on a Saturday and the department/location is normally closed on Saturday, the designated holiday will be observed on the preceding Friday for purposes of having the designated holiday off. Further, if the designated holiday falls on Sunday and the department/location is normally closed on Sunday, the following Monday will be the observed holiday for purposes of a holiday off. The observed holiday is not the actual calendar holiday and will not be subject to holiday worked premium should the employee work.

1011 In seven (7) day departments, designated holidays will be observed and paid either worked or unworked on the calendar day on which the holiday falls.

1012 Section 2 - Work/Life Balance Time Off

1013 Work/Life Balance/Flex/Personal Days/Time Off Eligibility Date

1014 The Work/Life Balance Time Off eligibility date determines the employee's accrual rate and is their date of hire, unless it is adjusted for unpaid leaves of absence in excess of thirty (30) days or for the period of time that the employee worked in an ineligible status.

1015 Vacation Accrual

1016 Effective June 1, 2001, each eligible full-time employee shall accrue vacation benefits on a monthly basis in accordance with the following schedule:

Length of Service	Hours Per Month	Days Per Month	Days Per Year
0-4 Years	6.66	0.83	10
5-8 Years	10.00	1.25	15
9-10 Years	13.33	1.66	20
11+	16.66	2.08	25

1017 Part-time employees will accrue paid time off benefits prorated on the basis of actual straight time hours paid in the preceding two (2) pay periods.

1018 Use of Vacation

1019 Vacation should be used for leisure. Employees must provide prior notice in order to take Vacation. Effective January 1, 2002, the maximum number of hours that can be accumulated in an employee's Vacation account is equal to twice an employee's annual accrual.

1020 Vacation Scheduling

1021 Full-time and part-time employees will select and schedule vacation in accordance with the following procedures:

1. Vacation will be selected and scheduled in accordance with seniority, as defined in Article 1601.
2. During the month of February, Vacation Planning Schedules for the purpose of vacation selection will be prepared listing employees in descending order of seniority. The schedule will run for one (1) calendar year from May 1 to April 30. In addition, the Vacation Planning Schedule will indicate the number of persons allowed to take vacation concurrently. Sufficient time will be made available to allow employees to schedule their annual vacation.

3. During the month of March, employees may select vacation in seniority order as listed on the Vacation Planning Schedule. The schedule will be completed prior to April 1st.
4. Employees may schedule vacation to a maximum of their annual anticipated accrual at the time of vacation scheduling.
5. Employees may elect not to select vacation during the month of March and may make an unscheduled vacation request at any time. However, unscheduled vacation periods will be restricted to open dates not previously filled by scheduled vacation periods or approved leaves of absence. Such requests shall be granted on the basis of date of earliest submission. The Employer shall respond within five (5) business days.
6. Employees may request vacation schedule changes at any time. However, vacation schedule changes will be restricted to open dates not previously filled by scheduled vacation periods or approved leaves of absence. The Employer shall respond within five (5) business days.
7. Splitting Vacations: For those Employees choosing to split their vacation into two (2) or more increments, seniority will apply only to the first (1st) and second (2nd) choice of vacation increments. After the first round, subsequent rounds of vacation choice approvals will occur based on seniority until completion. All vacation request forms shall allow the Employee to indicate which requested vacation period is his/her first (1st) choice, which is his/her second (2nd) choice, and which is his/her third (3rd) choice and so on. When his/her first (1st) choice becomes unavailable, his/her second (2nd) choice becomes his/her first choice, and so on.
8. Employees wanting to cancel scheduled vacation must give notice in writing no later than five (5) business days prior to start of vacation. For vacation days on the business day before or after a holiday (as in Article X, Section 1, paragraph 1007) the notification must be given no later than twenty (20) business days. Outside of the defined timeframes, Management reserves the right of approval.
9. Approved vacation schedules will be posted on or before May 1st.

1022 Vacation taken for family leave purposes will run concurrent with Family Leave.

1023 Requesting Pay With Scheduled Vacation Benefits

1024 Eligible employees may elect to cash out accrued vacation benefits during an annual open enrollment period in accordance with the Employer's policy on in-service cash out of vacation benefits.

1025 Designated Holiday During Vacation Period

1026 If a designated holiday occurs during an employee's scheduled Vacation period, that day shall not be charged against accrued Vacation.

1027 Pay for Vacation

1028 Vacation pay shall be at the base hourly wage rate the employee is receiving on the date he/she takes her/his time off.

1029 Disposition of Vacation Account at Retirement or Termination

1030 Employees will receive a payoff for all hours remaining in their Vacation Account when they end employment or retire.

1031 Section 3 - Sick Leave and Income/Extended Income Protection Plan

1032 Sick Leave Bank

1033 In addition to the Vacation Account, there is a Sick Leave Bank. Employees may use the hours in the Sick Leave Bank immediately for illness, hospitalization, injury and medical appointments. Employees will accrue ten (10) hours of Sick Leave each month, or fifteen (15) days each year. There is no limit on the number of Sick Leave days/hours that can be accumulated.

1034 Part-time employees will accrue Sick Leave hours prorated on the basis of actual straight time hours paid in the preceding two (2) pay periods.

1035 Sick Leave taken for family leave purposes will run concurrent with Family Leave.

1036 Disposition of Sick Leave Bank at Retirement or Termination

1037 Employees will not receive a payoff of the Sick Leave Bank when they end employment or retire. However, employees with a balance of two hundred fifty (250) or more Sick Leave hours at the time of retirement or termination will receive Credited Service under the Basic Pension Plan equal to the number of hours remaining in their Sick Leave Bank. Employees who terminate with eligibility for a Deferred Vested Pension and have at least two hundred fifty hours of Sick Leave in their Bank will also receive Credited Service in their Basic Pension Plan calculation.

1038 Integration with State Disability Insurance/Workers' Compensation Insurance

- 1039 If an employee is eligible for State Disability Insurance (SDI) or Workers' Compensation Insurance payments, integration with paid Sick Leave shall occur.
- 1040 It is the employee's responsibility to promptly file claims for any compensatory benefits for which he/she may be entitled and to provide documentation supporting the amount of such benefits to the appropriate Human Resources Office.
- 1041 Section 4 - Disability Benefits - Income Protection and Extended Income Protection
- 1042 Employees scheduled to work twenty (20) or more hours per week will be provided with an Income Protection or Extended Income Protection Plan.
- 1043 The benefit amount will be equal to either fifty percent (50%) of base wages, sixty percent (60%) if integrated with a statutory plan (i.e., State Disability Insurance, Workers' Compensation Insurance, etc.), or seventy percent (70%) if the employee is on an approved rehabilitation program. If the employee is part-time, the benefits will be prorated according to the employee's scheduled hours. The minimum integrated benefit (prorated for part-time employees) provided by the program during the first (1st) year of disability will not be less than one thousand dollars (\$1,000) per month.
- 1044 Eligibility for Income Protection or Extended Income Protection
- 1045 Eligibility for Income Protection or Extended Income Protection is based on length of service.
- 1046 Income Protection Benefit - This benefit is provided to employees with less than two (2) years of service. Employees will receive a benefit commencing at the latter of exhaustion of Extended Sick Leave or according to SDI guidelines, and will continue for up to one (1) year from the date of disability with continued medical certification.
- 1047 Extended Income Protection Benefit - This benefit is provided to employees with two (2) or more years of service. Employees will receive a benefit commencing at the latter of exhaustion of Extended Sick Leave or three (3) months from the date of disability, and will continue for up to five (5) years from the date of disability with continued medical certification. Benefits due to psychological related disabilities and alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability. The Duration of Benefits Schedule will apply to employees age sixty (60) or over who become disabled while eligible for this program.

1048 Coverages, limitations and exclusions of the foregoing Income and Extended Income Protection Plans are established and controlled by the Employer's Agreement with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

1049 Section 5 - Alternate Compensation Program (ACP)

1050 Participation

1051 Participation is open to full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week and are eligible for the Employer -paid health plan and other benefits under the Collective Bargaining Agreement. Enrollment will be for a minimum of one (1) calendar year beginning with the first (1st) pay period of the year. Employees choosing to participate in the ACP will be required to enroll during the open enrollment period.

1052 Benefits and Compensation Rate

1053 In lieu of certain benefits, paid time off, and premiums/ differentials, except as described below, employees choosing to participate in the ACP will be compensated at a rate of pay that is twenty percent (20%) above the base wage rate they would receive based on service and tenure.

1054 Health Plan/Dental Plan/Life Insurance/Disability Plan

1055 Employees participating in the ACP will not be covered by Employer - paid health, dental, life insurance and disability programs. Conversion privileges may be offered based on the specific provisions of the plan.

1056 Work/Balance Time Off Program

1057 Employees participating in the ACP will receive a pay out of all accrued Vacation and Life Balance Days upon entering the Program. Such pay will be at the straight time hourly rate in effect on the day prior to entering the ACP. No additional Vacation and Life Balance Days will accrue while in the ACP. Employees may take two (2) weeks of unpaid leave per calendar year. Additional unpaid leave weeks may be granted at the sole discretion of the Employer. Employees in the ACP may exercise seniority on the Vacation schedule to obtain their two (2) weeks of unpaid leave.

1058 Sick Leave Account

1059 Employees participating in the ACP will have their current accrued Sick Leave Account frozen upon entering the Program. Sick Leave already accrued at the

time of transfer to the ACP will be available only when the employee returns to the regular compensation program. No additional Sick Leave hours will accrue while in the ACP.

1060 Premium Rates

1061 In the event an employee works overtime or is on standby, the applicable regular/overtime/premium rate will be paid at the employee's regular base wage rate, excluding the twenty percent (20%) ACP differential.

1062 Designated Holidays

1063 Employees participating in the ACP do not receive pay for time not worked. In the event an employee works on a designated holiday, their pay will be at their base wage rate, excluding the twenty percent (20%) ACP differential.

1064 Employee-Purchased Life Insurance

1065 Employees regularly scheduled to work thirty -two (32) hours or more and are participating in the ACP will remain eligible to purchase additional life insurance.

1066 Pension

1067 Hours worked while participating in the ACP will count for accrued service to determine benefit eligibility. Hours worked while participating in the ACP will also count for credited service which is used to determine the benefit amount. In calculating final average pay, monthly compensation will be determined on the regular base wage rate excluding the twenty percent (20%) ACP differential.

1068 Employees enrolled in the Alternate Compensation Program at the time of retirement will be eligible for post-retirement benefits such as Health plan provided they satisfy the service eligibility requirements.

1069 Leaves of Absence

1070 Employees participating in the ACP are eligible for unpaid leaves of absence as specified in the Collective Bargaining Agreement.

1071 Tax Deferred Savings Plan (KP401k)

1072 Employees participating in the ACP will remain eligible to participate in the Tax Deferred Retirement Savings Plan (KP401k)

1073 Dependent Care Plan

1074 Employees participating in the ACP will remain eligible to participate in the Dependent Care Plan

1075 Jury Duty

1076 In the event an employee participating in the ACP is called for jury duty, he/she will receive pay for the number of hours regularly scheduled on the day in question at their regular base wage rate, excluding the twenty percent (20%) ACP differential, less any remuneration received for jury service.

1077 Miscellaneous

1078 Employees participating in the ACP will not receive other benefits contained in the Collective Bargaining Agreement to include Compassionate Leave. Employees participating in the ACP who wish to disenroll from the program must do so during the annual open enrollment period.

1100 **ARTICLE XI – LEAVES OF ABSENCE**

1101 Section 1 – Eligibility

1102 Leaves of absence without pay may be granted to full-time, part-time and on-call employees who have at least six (6) months of continuous service. However, in the case of disabilities related to pregnancy, occupational injury/illness or military, the six (6) month eligibility requirement is waived. Medical Leave, Occupational Injury or Illness Leave and Personal Leave taken for family leave purposes will run concurrent with Family Leave.

1103 Section 2 – Medical Leave

1104 Upon the exhaustion of Sick Leave a Medical Leave of Absence without pay for nonoccupational injury/illness, including conditions related to pregnancy, shall be granted, provided that a physician's certification is submitted setting forth the necessity for such a leave and the anticipated duration of disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

1105 If an employee takes a medical leave of absence, returns to work and returns to a medical leave of absence status within ninety (90) days the leave is treated as one continuous leave subject to the maximum limit.

1106 If an employee takes a medical leave of absence, returns to work for a period of at least ninety (90) days, then returns to medical leave of absence status, the leave is treated as a new leave of absence subject to the maximum limit.

1107 Employees with less than three (3) years of service shall be granted a Medical Leave of Absence up to a maximum of ninety (90) days. Employees with three (3) or more years of service shall be granted a Medical Leave of Absence for up to a maximum of one (1) year.

1108 Section 3 – Occupational Injury or Illness Leave

1109 Upon the exhaustion of Sick Leave an Occupational Injury or Illness Leave will be provided to employees disabled due to work related illness or injury, provided that a physician's certification is submitted setting forth the necessity for such a leave and the anticipated duration of disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

1110 Employees will be provided an Occupational Injury or Illness Leave for up to a maximum of two (2) years. An employee who exhausts the two year Occupational Illness or Injury Leave of Absence and has not returned to work shall be terminated.

1111 The Occupational Injury or Illness Leave will expire in less than two (2) years if an employee is no longer disabled and can perform his or her predisability job with or without reasonable accommodation; or if there is uncontroverted medical evidence that the employee is permanently disabled and cannot perform his or her predisability job with or without reasonable accommodation; or ninety (90) days after an Award from the Workers' Compensation Appeals Board indicating that the employee is permanently disabled and cannot perform his or her predisability job with or without reasonable accommodation.

1112 While on an Occupational Injury or Illness Leave of Absence, the employee is obligated to comply with the procedures set forth in this Agreement and with all other policies, procedures and laws relating to Workers' Compensation benefits.

1113 Section 4 – Family Leave

1114 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 of 1993, as amended. Any alleged violations of this Paragraph must be pursued under the procedures of those acts.

1115 Family leaves for the situations which are covered by the FMLA, CFRA and/or contractual leave provisions will be considered to run concurrently to the extent permitted by law when determining the maximum duration for leave.

1116 Section 5 – Personal Leave

1117 Personal Leaves of Absence, without pay, may be granted for compelling emergency reasons, subject to the eligibility requirements for leaves, provided there are no adverse scheduling problems. The maximum period for a Personal Leave of Absence is thirty (30) calendar days.

1118 Section 6 – Military Leave

1119 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.

1120 Commencing on the first day of employment, each employee covered by this Agreement who is called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing to the Human Resources Department a certificate of evidence of his/her service, shall be granted leave for such duty. Following such leave the employee shall be returned to his/her former position and shift at his/her current rate of pay and shall not suffer a loss of seniority and shall continue to accrue seniority during such leave of absence. This provision shall not preclude the employee taking accrued Vacation in conjunction with this leave.

1121 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.

1122 Section 7 – Benefits While on Medical Leave

1123 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 a period of the leave, providing three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial authorized Medical Leave expires, according to an employee's eligibility for Medical Leave.

1124 Employees on a Medical Leave are eligible to accrue Vacation, Life Balance Days and Sick Leave for one (1) month.

1125 Section 8 – Benefits While on Occupational Injury or Illness Leave

1126 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.

1127 Employees on an Occupational Injury or Illness Leave are eligible to accrue Vacation, Life Balance Days and Sick Leave for one (1) month.

1128 Section 9 – Benefits While on Family Leave

1129 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. Coverage for optional contributory Group Life Insurance during the entire period of Family Leave shall be paid for by the employee if continued coverage is desired.

1130 Employees on a Family Leave are eligible to accrue Vacation, Life Balance Days and Sick Leave for one (1) month.

1131 Section 10 – Benefits While on Personal Leave

1132 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.

1133 Employees on a Personal Leave are eligible to accrue Vacation, Life Balance Days and Sick Leave for one (1) month.

1134 Section 11 – Bereavement Leave

1135 Effective the first day of the month following eligibility, all full-time and part-time employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternative Compensation Program. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their immediately family member. Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more one way to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

1136 Immediate family member for Bereavement Leave is defined as:

- 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

1137 Bereavement Leave shall not count as time worked for purposes of computing overtime.

1138 Consideration will be given on an individual basis to personal time off (PTO) requests for absence because of deaths of individuals other than those specified in the contract under Bereavement Leave.

1139 Section 12 – Jury Duty

1140 Commencing on the first (1st) day of employment, an employee called for jury service will be excused from work. The employee will be paid for days of jury service, on days he/she otherwise would have worked. The employee must show proof of jury service.

1200 **ARTICLE XII – KAISER PERMANENTE RETIREMENT PLAN**

1201 Section 1 – Retirement Plan

1202 Each employee covered by this Agreement is automatically covered under the provisions of the Kaiser Permanente Southern California Employee’s Pension Plan, supplement to the Kaiser Permanente Retirement Plan, at date of hire. The terms of the Kaiser Permanente Retirement Plan are established by the Employer and the future of the program and its provisions will be determined by the Employer.

1203 Section 2 – Kaiser Permanente 401(k) Plan (KP401(k))

1204 Each employee is eligible to participate in the KP401(k) Plan at date of hire. The terms of the program are established by the Employer and the future of the program and its provisions will be determined by the Employer.

1300 **ARTICLE XIII – LIFE INSURANCE**

1301 An employee who is regularly scheduled to work thirty-two (32) or more hours per week will receive six thousand dollars (\$6,000) group life insurance, six thousand dollars (\$6,000) Accidental Death and Dismemberment and six

thousand dollars (\$6,000) Total and Permanent Disability Employer-paid Coverage. Coverage will be effective on the sixty-first (61st) day of employment.

1302 An employee who is regularly scheduled to work at least thirty-two (32) hours per week may choose to purchase additional life insurance in the amounts of \$10,000; \$20,000; \$30,000; or \$40,000 at the Employer's rate. Accidental Death and Dismemberment Coverage with any level of additional coverage purchased will be \$10,000.

1303 The employee must elect to purchase the optional life insurance at time of hire. Coverage will be effective on the sixty-first (61st) day of continuous employment.

1304 The employee must be actively at work on the date the Employer-paid and optional coverages become effective. If the employee is not at work on the sixty-first (61st) day, coverage is deferred until he or she returns to active employment.

1305 If an employee becomes totally and permanently disabled, the Employer-paid life and \$10,000 of the additional life insurance (if elected by the employee) will be paid out in monthly installments for up to five (5) years, depending upon the employee's age at disability. If the employee has elected to purchase insurance in excess of \$10,000, the remainder of his or her basic life coverage over \$10,000, not subject to the Total and Permanent Disability provision, would remain in force until the employee attains age sixty-five (65), returns to work or ceases to be disabled.

1306 Life Insurance Coverage for Retirees

1307 The Employer shall convert the six thousand dollars (\$6,000) life insurance coverage to two thousand dollars (\$2,000) of life insurance coverage Employer-paid for employees who retire under the early, normal or postponed retirement provisions of the Kaiser Permanente Retirement Plan.

1308 Coverages, limitations and exclusions of the foregoing life insurance plans are established and controlled by the Employer's agreement with the respective insurance carriers, Plan Documents and Summary Plan Descriptions.

1400 **ARTICLE XIV – SURVIVOR ASSISTANCE BENEFIT**

1401 Full-time employees will be provided with a survivor assistance benefit equal to one (1) month's base wages. Part-time employees will be provided the survivor assistance benefit prorated based on their scheduled hours. This benefit is payable to the designated beneficiary during the period following the death of the employee.

1500 **ARTICLE XV – DOMESTIC PARTNERS**

1501 Benefits for domestic partners will be administered in accordance with the Employer’s policies and guidelines regarding domestic partners, as well as the Employer’s agreements with the applicable insurance plans, health and dental plans, and retirement plans.

1600 **ARTICLE XVI – SENIORITY**

1601 Section 1 – Seniority Definitions

1602 Seniority for full-time and part-time shall be defined as continuous service in calendar months from date of hire within the bargaining unit with the Employer.

1603 Seniority for on-call employees shall be defined by the total hours worked.

1604 A full-time and part-time employee who has six (6) months service and has terminated or retired and is rehired within six (6) months will retain all previously accrued service for benefit accrual purposes, wage rate placement and seniority. Previously accrued Sick Leave hours will be restored provided they are less than five hundred (500) and were not used for Credited Service pursuant to Paragraph 1032. For all other purposes, the employee will be considered as a new hire.

1605 Section 2 – Break in Seniority

1606 Seniority may be broken only by the following:

1. Whenever the employee leaves the bargaining unit pertaining to this contract.
2. Whenever the employee is discharged.
3. An unreported absence of three (3) consecutive scheduled workdays which shall be considered a voluntary quit. A failure to report to work within (5) workdays after the mailing of a notice of recall which shall be sent by registered or certified letter to the last known address indicated in the Employer’s records for the employee.
4. Failure to return to work in accordance with the terms of any leave of absence.
5. Retirement.

1607 Section 3 – Seniority Tie-Breaker

1608 When two or more employees have the same Bargaining Unit seniority, the seniority tie-breaker utilized will be:

1. Employment application date, and
2. If the application date is the same or unavailable, alphabetical order by last name.

1700 **ARTICLE XVII – TRANSFER RIGHTS**

1701 Section 1 – Eligibility

1702 Employees who successfully complete their probationary period shall be eligible to apply for transfer to a posted position after completing eighteen (18) months of service from date of hire.

1703 All candidates will be considered. Selection of candidates will be made based on their meeting the posted qualifications, demonstrated satisfactory job performance and seniority within the bargaining unit. The Employer shall attempt to accommodate employees who have bid on, and been offered, a posted position.

1704 Employees with active disciplinary action on file may be precluded from transfers. In extenuating circumstances, the Employer agrees to give strong consideration to an employee's request for transfer even though disciplinary action is present in the employee's personnel file. No grievance shall result if such applicant is not selected for a position due to discipline in file.

1705 Employees shall not be eligible to transfer within Line Of Business (LOB) or between Lines Of Business (LOB) more than once in an eighteen (18) month period.

1706 Section 2 – Transfer Evaluation Period

1707 When a full-time or part-time, employee transfers, said employee shall undergo a six (6) calendar month transfer evaluation period in the new position. If, in the judgment of the Employer, the employee fails to qualify for the new position at any time during the transfer evaluation period, the employee will be returned to his/her former line of business or to a comparable position. If the employee can not be properly evaluated for purposes of retention, the Employer may extend the transfer evaluation period up to an additional forty-five (45) days, and the employee and the Union will be notified of the extension and the reason for such extension.

- 1708 An employee may elect to return to his/her former LOB within forty-five (45) calendar days from date of transfer.
- 1709 An employee who transfers within his/her own line of business may return to her/his former team within 15 work days.
- 1710 The Employer will determine whether vacant positions will be filled. Upon determination to fill a position, the Employer will post the position for a minimum of seven (7) calendar days. Each posted position shall be limited to a 1 transfer within LOB.
- 1711 Qualified applicants within LOB shall have 48 hours to submit transfers requests, from time of posting, and shall have preference over all other applicants. Qualified applicants outside the LOB who have submitted transfer requests within this seven (7) day period shall receive preference over outside applicants. Qualified employees who have submitted transfer requests after the seven (7) day period shall be given equal consideration with outside applicants. A supervisor's signature shall not be required in order for a transfer request form to be accepted by Human Resources.
- 1712 Section 3 – Promotions
- 1713 Promotions for a Team Lead
- 1714 The criteria for selection of a Team Lead will include merit and ability. Merit may be determined based upon such factors as performance evaluations, recognition and awards, applicable training and education, special projects and accomplishments, discipline and counseling in file, previous job experience and other leadership experiences. Ability may be determined based upon such factors as interpersonal skills, communication skills, other applicable skills, leadership ability, team skills and ability to teach and/or mentor. Employees with an active Level 3 Corrective Action or above will not be eligible to apply for Team Lead positions until such corrective action has been removed from the employee's personnel file.
- 1715 Where two or more employees are considered for a Team Lead position, and where the merit and ability of a less senior employee exceed that of a more senior employee, the Union Business Representative will be asked to participate in the selection of the Team Lead.
- 1716 A newly hired Team Lead shall serve a six (6) month evaluation period. Upon completion of the evaluation period, if the Team Lead cannot be properly evaluated for purposes of remaining in the position, the Employer may extend the evaluation period up to an additional sixty (60) days, and the employee and the Union will be notified of the extension and the reason for such extension.

1717 If, in the judgment of the Employer, the employee fails to qualify for the new position at any time during the transfer evaluation period, the employee will be returned to his/her former line of business or to a comparable position. An employee may elect to return to their former positions within forty-five (45) days of the promotion.

1718 In the event an existing Team Lead receives a Level 3 Corrective Action or above, the employee shall be removed from the position of Team Lead after informing the Union. Such employees will return to the position of AAR, within their current line of business, at the tenure step consistent with their bargaining unit seniority.

1719 Promotions from the Bargaining Unit

1720 An employee promoted from the bargaining unit to a supervisory position or an employee transferred to another bargaining unit or promoted out of the unit to a represented or non-represented position, shall not accrue seniority, but shall retain his/her seniority accredited to her/him at the time of such transfer.

1800 **ARTICLE XVIII – PROBATIONARY PERIOD**

1801 New Hires (Full-time, Part-time and On-call Employees)

1802 New hires entering the bargaining unit shall be regarded as probationary employees during the first (1st) six (6) calendar months of their initial employment. Upon completion of the original period, if the employee can not be properly evaluated for purposes of retention, the Employer may extend the new hire probationary period up to an additional forty-five (45) days, and the employee and the Union will be notified of the extension and the reason for such extension.

1803 Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the Grievance Procedure.

1900 **ARTICLE XIX – REDUCTION IN FORCE**

1901 In a reduction in force, the Employer shall determine the number of full-time and/or part-time positions to be eliminated.

1902 Reduction in force shall be defined as the elimination of a regular full or part-time position at the California Service Center.

1903 The Parties agree to meet and confer regarding the displacement of any regular full or part-time employee, prior to such employee exercising his/her

displacement rights. The Parties will review all open bargaining unit positions and agree to place the affected employee in an available open position for which he/she is qualified. The Union will waive posting and seniority for purposes of such placement. Should the affected employee decline such placement in a position for which he/she is qualified, the employee shall be laid off and have no displacement or recall rights.

1904 Should the affected employee not be placed as above; such employee will be eligible to exercise displacement rights. Displacement shall occur according to bargaining unit seniority within the entire bargaining unit. The displacing employee must have the qualifications to perform the work of the displaced employee.

1905 Temporary and on-call employees shall be laid off before regular full and part-time employees are laid off.

1906 Employees impacted by a reduction in force will be offered the ability to elect a voluntary layoff at any step in the reduction in force process.

1907 Employees who have been laid off through the above process with one (1) or more years of accumulated bargaining unit seniority at the time of layoff, will have recall rights for a period of one (1) year. Recall shall be done by bargaining unit seniority. Employees with less than one (1) year of bargaining unit seniority at the time of layoff will have recall rights for a period of time equal to their accumulated bargaining unit seniority.

1908 An employee who elects not to displace another employee in a reduction in force shall be laid off with no recall rights.

2000 **ARTICLE XX – DISCIPLINE AND DISCHARGE**

2001 The Employer shall have the right to discipline and/or discharge any employee for just cause. This includes the Employer's right to discharge employees immediately without prior warning or absent progressive discipline for serious offenses, including, but not limited to, gross misconduct or gross negligence.

2002 Disciplinary Action

2003 The Employer shall make every effort to conduct investigations within thirty (30) calendar days of Employer's knowledge of the alleged infraction.

2004 Once the investigation has been completed, the Employer shall make every effort to issue corrective action within thirty (30) calendar days.

- 2005 Timely issuance of the corrective action may be impacted by a prolonged investigation or employee, union, or Employer's availability. Should a lengthy investigation impact timeliness, the Employer will notify the union as to the reason for such delay. Prolonged investigations include, but are not limited to EEOC investigations, Compliance investigations, or where forensic reports are needed.
- 2006 The Employer agrees to remove from each employee's personnel record and departmental file disciplinary action for which there has been no recurrence of a similar nature for twelve (12) months. Notwithstanding the above, if an employee who has a disciplinary action in file is absent for a period of thirty (30) days or more, then upon his/her return to work the disciplinary notice will be extended in the file until the notice has been in file a total of twelve (12) months worked.
- 2007 An employee shall be permitted to request the presence of a steward/union representative in a fact-finding or disciplinary session with supervision in which discipline may occur.

2100 **ARTICLE XXI – GRIEVANCE PROCEDURE**

2101 General Principles

- 2102 The following procedure shall be applied and relied upon by both Parties as the sole and exclusive means of seeking adjustment of and settling grievances.
- 2103 Both Parties agree that, prior to filing any grievance, it is desirable to hold an informal discussion in an attempt to resolve the dispute.
- 2104 All grievances arising under this Agreement shall be presented in writing on a grievance form to the appropriate Party within fifteen (15) workdays after the grievant had knowledge or should have had knowledge of the event. Any grievance not timely filed or appealed is deemed waived by the aggrieved Party. In the event the Employer fails to respond to the grievance within the time limits specified, the Union shall have the right to appeal the grievance immediately to the next step of the grievance procedure. By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended.
- 2105 The Grievance Procedure provided herein shall be used only for the purpose of interpreting and applying or determining compliance with provisions of this Agreement and shall not be used to add to, detract from, nor alter in any way the provisions of this Agreement.

2106 When a grievance is filed, the Employer will convene a meeting between the employee and his/her immediate manager and/or designated representative, prior to an initial grievance hearing. The employee has the right to a Union Representative in the above meeting. There is no penalty to either party should the meeting not occur.

2107 Section 1 – Step One

2108 All grievances, except contractual interpretation grievances, shall be initiated at Step One. An employee shall initiate his or her grievance by filing it with the CSC Personnel Office. Within ten (10) workdays after submission of the grievance, the CSC Personnel Director or designee will hold a grievance hearing and shall respond in writing to the grievant and the Union. Grievances protesting discipline not resolved at Step One are appealed directly to Step Two within ten (10) workdays following receipt of the Step One response.

2109 Section 2 – Step Two

2110 All appeals and contractual interpretation grievances shall be heard at Step Two and submitted to the Labor Relations Representative or designee for the facility. The Labor Relations Representative or designee shall give her/his written answer to the Union Representative within ten (10) workdays after the grievance meeting.

2111 Section 3 – Step Three – Arbitration

2112 In the event the grievance remains unresolved, the grieving Party may appeal the grievance to arbitration or mediation. Written notice of such appeal must be received by the Labor Relations Representative or designee within ten (10) workdays after receipt of the Step Two response.

2113 An impartial Arbitrator shall be selected by mutual agreement of the Parties. The Arbitrator shall be prohibited from adding to, modifying or subtracting from the terms of this Agreement or any supplemental written agreement of the Parties. Further, it shall not be within the jurisdiction of the Arbitrator to change any existing wage rate or establish a new wage rate.

2114 The award of the Arbitrator shall be final and binding on both Parties. Each Party shall pay one-half (1/2) the cost of the arbitration proceedings and each Party shall be responsible for the cost of its own representatives and witnesses. There shall be no interruptions of work by the Employer or employee(s) pending an Arbitrator's award.

2200 **ARTICLE XXII – NO STRIKES – NO LOCKOUTS**

2201 The Employer and the Union agree that there will be no lockouts on the part of the Employer, nor suspensions of work on the part of the employees, to include: strikes, sympathy strikes, work slowdowns, or work stoppages during the term of this Agreement. The Parties agree that all disputes will be settled by the procedures provided within this Agreement.

2300 **ARTICLE XXIII – FLEXIBLE SCHEDULES**

2301 In the event the parties agree that such schedules are feasible and desirable, they may be implemented in agreed upon departments.

2400 **ARTICLE XXIV – JOINT UNION/MANAGEMENT COMMITTEE**

2401 The Parties to this Collective Bargaining Agreement agree that there are issues that may be addressed more appropriately in an arena other than formal collective bargaining negotiations. Therefore, in the spirit of mutual cooperation and dedication to the highest professional standards of the health care industry, it is agreed that a Joint Union/Management Committee be established.

2402 This Joint Union/Management Committee will address issues of mutual concern to both Parties. Specifically excluded from such committee meetings will be issues appropriately pursued through the Grievance Procedure, contract interpretation and collective bargaining issues.

2500 **ARTICLE XXV – MEDIATION**

2501 The Parties agree that resolution of a grievance can be achieved through grievance mediation.

2502 The Parties agree to the utilization of this mediation procedure for selected grievances. Such process should occur following the Employer's Step Two response, upon the Union's submission of the grievance to arbitration.

2503 The expense and fees of the Mediator shall be shared equally by the Parties.

2504 Attendance at mediation sessions shall be limited to the following:

UNION: Business Agent
Grievant

EMPLOYER: CSC Personnel Director and/or
Labor Relations Representative and
Supervisor

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

2505 The mediation proceedings shall be entirely informal in nature. Neither attorneys nor court reporters nor any other type of note takers shall be allowed to be present at the proceedings. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses.

2506 The rules of evidence will not apply and no record of the proceedings will be made. Either party may present documentary evidence to the Mediator, which shall be returned to the Parties at the conclusion of the proceedings.

2507 If settlement is not achievable, the Mediator will provide the Parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The Mediator's opinion shall be given orally or in writing together with a statement of reasons for such.

2508 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the Parties are free to arbitrate. If the grievance is arbitrated, the Mediator shall not serve as the Arbitrator, and nothing said nor done during the mediation process, either by the Parties or the Mediator, shall be used during arbitration.

2509 The grievant will be permitted time off work to attend mediation proceedings without loss of pay.

2600 **ARTICLE XXVI – DURATION OF AGREEMENT**

2601 This Agreement shall become effective on the first (1st) day of October 2023, at 12:01 a.m., except as otherwise specifically indicated, and shall continue in effect until the first (1st) day of October 2027, at 12:01 a.m., at which time all terms and conditions of this Agreement will expire.

IN THE WITNESS WHEREOF, the respective Parties hereto have executed this Agreement on this 1st day of October, 2023.

Office and Professional Employees
International Union, Local 30, AFL-
CIO, CLC

California Service Center
Kaiser Foundation Health Plan

/S/Marianne Giordano
Marianne Giordano

/S/Michelle Gaskill-Hames

/S/Lolita Babaran
Lolita Babaran

/S/Richard Rosas
Richard Rosas

In Memoriam
Rachael Green

/S/James Busalacchi
James Busalacchi

/S/Denise Valle
Denise Valle

/S/Theodore Bennett
Theodore Bennett

/S/Gregg Davis
Gregg Davis

/S/Cyndi Bennett
Cyndi Bennett

/S/Jariah Baker
Jariah Baker

/S/Troy Salley
Troy Salley

/S/Ezequiel Diaz
Ezequiel Diaz

/S/Arlet Duda
Arlet Duda

/S/Mark Englehart
Mark Englehart

/S/Duane D. Walker
Duane D. Walker

/S/Jessica Larson
Jessica Larson

Appendix A

OPEIU L30 California Service Center

JOB TITLE	JOB CODE	Effective Start Date	PAY ID 1 STEP1 START	PAY ID 5 STEP2 1YEAR	PAY ID 8 STEP3 2YEAR	PAY ID 9 STEP4 3YEAR	PAY ID 10 STEP5 4YEAR	PAY ID 11 STEP6 5YEAR	10 YEAR LONG	15 YEAR LONG
ACCT ADMIN REP	24040	10/02/2023	28.519	29.717	30.936	32.167	33.389	34.615	34.915	35.015
		10/02/2024	29.945	31.203	32.483	33.775	35.058	36.346	36.646	36.746
		10/02/2025	31.442	32.763	34.107	35.464	36.811	38.163	38.463	38.563
		10/02/2026	33.014	34.401	35.812	37.237	38.652	40.071	40.371	40.471
SR ACCT ADMIN REP	20949	10/02/2023	31.364	32.563	33.788	35.013	36.238	37.459	37.759	37.859
		10/02/2024	32.932	34.191	35.477	36.764	38.050	39.332	39.632	39.732
		10/02/2025	34.579	35.901	37.251	38.602	39.953	41.299	41.599	41.699
		10/02/2026	36.308	37.696	39.114	40.532	41.951	43.364	43.664	43.764

Appendix B

Hours Worked	Meal Periods	Rest Periods
3.5 to 6	0 – If 5 hours or less. 1 – If more than 5, up to 6 hours. This Meal Period may be waived.	1
6 to 10	1	2
10+ to 14	2 – One Meal Period may be waived under some circumstances.	3

October 1, 2005

Mr. Walter Allen, Jr.
Executive Director / Chief Financial Officer
Office and Professional Employees International Union
Local 30, AFL-CIO, CLC
4560 Alvarado Canyon Road, Suite 2H
San Diego, CA 92120

Dear Mr. Allen:

The following Side Letters have been agreed to by the Parties and shall run concurrent with the Collective Bargaining Agreement for the California Service Center.

1. CLASSIFICATION ASSESSMENT COMMITTEE

The parties agree to form a joint management and labor committee to determine if there is a need for multiple classifications. The parties agree that this process will be done by interest based problem solving, with committee selection of four (4) to five (5) members from labor (including institutional Union representation) and four (4) to five (5) members from management. Implementation of mutually agreeable changes, if any, will be completed during the term of the Agreement. This committee will develop/revise contract language to address classifications as necessary.

2. FLEXIBLE SCHEDULES

A joint labor and management workgroup will form within sixty (60) days of ratification of the contract (10/1/05) to review and discuss the feasibility of implementing alternative work schedules. The workgroup will consist of four (4) management and four (4) labor representatives (including an institutional Union representative). The workgroup will provide joint recommendations no later than six (6) months from the date of contract ratification.

3. EDUCATION LEAVE

Full-time employees are eligible for education leave for up to one (1) day per year after completion of one year of service. Education leave may be utilized on other than scheduled work days, and shall not count toward weekly overtime. Requests for education leave shall be submitted to management sufficiently in advance of the program. In the event such scheduling can not be accommodated, the employee shall be advised in a

timely manner. Final approval for attendance must be obtained by management, and course requests must be directly related to skills utilized in current position.

4. 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 four (4) 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 stewards' training time 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. Requests for steward training should be submitted to management sufficiently in advance of the program. In the event such scheduling can not be accommodated, the steward shall be advised in a timely manner.

The parties also agree that the letter of understanding will terminate upon the termination of the National Agreement or the expiration of the parties' current collective bargaining agreement, whichever occurs first. Upon its termination, the letter of understanding and any practice established under it will be null and void and will have no effect for any purpose.

If this is your understanding of these matters, please sign this letter in the space provided below.

Sincerely,

Mr. Walter Allen, Jr.

Mary Anne Madruga
Senior Labor Relations Representative

Walter Allen, Jr.
Executive Director / CFO
Office of Professional Employees International Union

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