

AGREEMENT

BETWEEN



KAISER PERMANENTE®

THE PERMANENTE MEDICAL GROUP, INC.

AND



ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20

IFPTE AFL-CIO & CLC

COVERING

CLINICAL LABORATORY SCIENTISTS

OCTOBER 1, 2015 - DECEMBER 29, 2019

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AGREEMENT

THIS AGREEMENT, made this **1st of October 2015** by and between the ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, covering Clinical Laboratory Scientists **and Medical Laboratory Technicians** (AFL-CIO, CLC), (hereinafter referred to as "The Union") and THE PERMANENTE MEDICAL GROUP, INC. (hereinafter collectively referred to as "The Employer").

WITNESSETH:

That the parties hereto have agreed as follows:

ARTICLE I - DEFINITIONS

- 1.01 "Base pay" is that hourly rate excluding all differentials and premiums as quoted in Appendix A.
- 1.02 "Call-back duty" is work performed at the request of the Employer by an employee who is not regularly scheduled to work, not assigned to standby duty and is not at work when the request is made.
- 1.03 "Call-in duty" is work performed at the request of the Employer by an employee who is assigned standby duty and is not at work when the request is made.
- 1.04 A "Casual" (**also referred to as "On-Call"**) employee is one who is employed to work on an intermittent basis.
- 1.05 "Continuous service" is employment as a Regular employee continuously from one's employment date, including time the employee is on compensated time off. Time spent on any approved unpaid leave of absence including layoff does not constitute a break in service; however, time spent on approved unpaid leave of absence will result in appropriate adjustments of service time.
- 1.06 A "covered" employee is (1) a licensed Clinical Laboratory Scientist (formerly known as Medical Technologist. See Appendix H.) employed by the Employer who normally performs licensed Scientist or Medical duties for The Permanente Medical Group at laboratory facilities including but not limited to the following Medical Centers or Hospitals: Antioch, Fremont, Fresno, Manteca, Modesto, Oakland, Redwood City, Regional Laboratory (Berkeley and Marina Way South, Richmond campuses), Richmond, Roseville, Sacramento, San Francisco, San Jose, San Leandro, San Rafael, Santa Clara, Santa Rosa, South Sacramento, South San Francisco, Stockton MOB, Vacaville, Vallejo, Walnut Creek, California, but excluding Scientists not employed by the laboratory who work on research projects paid from specific research grants, and those Scientists with authority to hire, fire, promote, or discipline others or effectively to recommend same; (2) Medical Laboratory Technician (also referred to as MLT) and (3) any employee in classifications

covered by this Agreement in any new facility in California north of the Tehachapi.

- 1.07 An "evening shift" is any shift of four (4) hours or more commencing at or after 12:00 noon and ending after 6:00 p.m.
- 1.08 A "Float" employee is one who is employed as a replacement for pre-scheduled absences.
- 1.09 A "grievance" is a request which alleges a violation of one or more specific provisions of this Agreement or which involves the interpretation and application of or compliance with one or more specific provisions of this Agreement.
- 1.10 "Leave of absence" is absence from work which is mutually agreed upon between the Employer and the employee, except such as is compensated for as vacation, holidays, sick leave or educational leave.
- 1.11 A "longevity increase" is a pay increase beyond the top tenure step to which the employee is entitled by reason of his/her length of continuous service in the bargaining unit.
- 1.12 "Mechanization" is replacement of the essential elements of the job of a covered employee by a machine, an automated process, or a work-saving device.
- 1.13 A "night shift" is any shift of four (4) hours or more commencing at or after 10:00 p.m. but before 6:00 a.m. However, no shift commencing and ending between 6:00 a.m. and 6:00 p.m. shall be considered an evening or night shift. Additional hours or overtime opportunities of less than four (4) hours duration immediately prior to or following an employee's regular shift shall be paid the shift differential, if any, applicable to his/her regular shift that day. Additional hours or overtime opportunities of four (4) or more hours shall be treated as an additional shift and shall be paid the shift differential, if any, applicable to the additional shift.
- 1.14 "Overtime work" is work performed by an employee in excess of eight (8) hours in any one payroll day and/or for all hours worked in excess of forty (40) hours within the payroll week.
- 1.15 "Payroll day" is a twenty-four (24) hour period beginning at the same hour of each payroll day as the payroll week begins.
- 1.16 "Payroll week" is the seven day period beginning at 12:01 a.m. Sunday, or at the shift-changing hour nearest to that time.
- 1.17 "Payroll calendar year" is the first pay period of each payroll year, which can fall as early as mid-December, through the last pay period of the year. There are usually 26 pay periods each year.
- 1.18 A "predetermined" work schedule is a written one posted one (1) or more weeks ahead of the assignments shown thereon.

- 1.19 A "Regular" employee is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per payroll week.
- 1.20 A "shift" is a work schedule that is not interrupted except by bona fide rest or meal periods.
- 1.21 "Shift differential" is premium pay for working an evening shift or a night shift.
- 1.22 A "Short-Hour" employee is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per payroll week.
- 1.23 A "split shift" is a predetermined work schedule which is interrupted by non-working periods other than bona fide rest or meal periods.
- 1.24 An employee is on "standby duty" when at the request of the Employer he/she remains at a location where he/she can be reached by the Employer by telephone or by electronic paging device, if supplied by the Employer, in order to report for work. Failure to respond to a telephone or electronic page while on "standby duty" shall make the employee ineligible for standby pay for that standby period.
- 1.25 A "Temporary" employee is one who is hired as an interim replacement or for work designated as temporary on any predetermined work schedule which does not extend beyond three (3) calendar months. Any Temporary employee, excluding those hired as interim replacements, who work continuously for over three (3) months shall be reclassified to a Regular employee.
- 1.26 A "tenure increase" is one to which the employee is entitled by reason of his/her length of continuous service.
- 1.27 **"Weekends Only Positions With 10% Weekend Differential" involve Employees working weekend positions, as defined below. They will be eligible for 10% weekend differential for all hours worked, including non-weekend hours.**
- **Regular part-time benefitted positions configured as two (2) ten-hour shifts on Saturday and Sunday will be paid at straight time for two weekend shifts.**
 - **Regular twenty (20) hour, benefitted positions scheduled to work every weekend. Weekend shifts must be six or eight- hour shifts.**
 - **Short hour positions of two (2) eight-hour shifts regularly scheduled on Saturday and Sunday.**

The 10% differential is in lieu of other weekend premium or weekend differentials in any agreement.

ARTICLE II - RECOGNITION & UNION SECURITY

2.01 Recognition

The Employer hereby recognizes the Union as the bargaining agent representing the covered employees for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

2.02 Notice of Recognition

At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and quoting or paraphrasing the provisions of Article II of this Agreement. At the time of hire, each new employee shall be given a copy of the collective Bargaining Agreement. The Employer and the Union shall share the cost of issuing such Agreements equally.

2.03 Reports

Each month the Employer shall give the Union the names, addresses and classifications of all covered employees hired or terminated in the preceding month.

2.04 Dues or Fees

All covered employees must, as a condition of employment, for each month after the first during which they are on the payroll, pay to the Union either membership dues or agency fees equal in amount to membership dues.

2.05 Failure to Pay

The Employer shall within thirty (30) days at the written request of the Union forthwith replace with another judged by it to be competent any employee who fails to pay membership dues or agency fees monthly.

2.06 Check-Off

The Employer shall deduct monthly from the wages paid to any covered employee who authorizes it, the amount of Union dues and initiation fees, or agency fees specified by the Union. The authorization once signed cannot be canceled for a period of one (1) year from its date nor within fifteen (15) days before the termination date of the current Collective Bargaining Agreement between the Employer and the Union.

2.07 Hiring

When the Employer desires to employ one who will be a covered employee, it shall notify the Union and afford it an opportunity to send applicants for the position before making other recruitment efforts. The Employer may also consider other applicants for the position and employ the person who, in its sole judgment, will make the best employee.

2.08 Employer Indemnification

The Union shall indemnify the Employer and hold it harmless from any suits, claims, demands or 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 II, or in reliance on any list or certificate which shall have been furnished to it under any of such provisions.

2.09 Rights and Limitations of the Employer

a) The Union recognizes that there are rights which belong solely to the Employer unless specifically prohibited by the terms and conditions of this contract. Such rights are, but are not limited to, (1) the authority to determine the nature and scope of the services to be provided; (2) the manner in which such services shall be implemented; (3) the right to increase and decrease the work force and (4) to maintain specific professional standards and efficiency. The Employer in turn agrees that its right to transfer between facilities, select between employees for demotion or layoff or to discipline or discharge employees shall be exercised for just cause.

b) Professional Standards:

It is the policy of The Permanente Medical Group, Inc. to provide quality care. In achieving this objective, duties will be assigned to fully qualified people as permissible within the scope of the laws and regulations of pertinent regulatory agencies.

Scientists shall exercise their independent professional judgment in their practice of medical technology within the scope of the law of the State of California, the rules and regulations of the Clinical Laboratory Act and the policies of The Permanente Medical Group, Inc.

2.10 Party Cooperation

The Union and the Employer will both make their best efforts to achieve the highest level of employee performance and production consistent with safety and good health.

2.11 Right of Employer as to Employee Conduct

The Employer may establish reasonable policies regarding the conduct of covered Clinical Laboratory Scientists in connection with their employment.

2.12 Employees' Right to Review Evaluations and Warnings

Employees shall be allowed the opportunity to read and sign performance evaluations or letters of warning prior to their placement in the employee's personnel file.

2.13 Access by Union

- a) Duly authorized representatives of the Union shall be permitted to enter the facilities operated by the Employer at all reasonable times to transact Union business and observe conditions under which employees are employed; provided, however, that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general hospital and clinic rules applicable to non-employees.
- b) Union representatives shall be allowed access to appropriate materials in personnel files which are directly related to an alleged contract violation; after the employee's written consent is presented to Personnel, the Employer will not use any materials from personnel files for the purpose of discipline or in the grievance procedure which have been specifically denied the Union in a request for access.
- c) The Employer shall provide a bulletin board at each facility for posting notices of Union activities. A designated Union representative shall be responsible for posting material submitted by the Union, a copy of which shall be furnished to the Employer before posting.
- d) Employees have the right to have a Union Steward or Union Representative present at meetings with supervisors or management representatives when such meetings are accusatory or disciplinary in nature. Furthermore, the Employer shall advise the employee in advance if a required meeting may result in suspension, discharge, or other discipline of the employee. Employees will receive a copy of any notice of disciplinary action placed in their personnel file.
- e) Notice in writing of discharge or suspension shall be sent to the Union within twenty-four (24) hours of such action excluding holidays and weekends. The five (5) calendar days provided for filing Step One shall commence from the date that the notice to the Union is postmarked or hand delivered.

2.14 Non-Discrimination

The Employer shall not discriminate against anyone employed or applying for employment as a covered employee because of membership in the Union or activities on its behalf, and the Union agrees that covered employees shall be admitted to membership without discrimination. The Employer and the Union intend to continue to apply the provisions of this Agreement to all covered employees without regard to race, color, religious creed, national origin, age, sex, sexual orientation, political affiliation, marital status, handicap, medical condition, disabled veteran, and veterans of the Vietnam era as defined by federal and state laws.

2.15 Health and Safety

The Employer shall provide reasonable and safe working conditions consistent with

accepted standards for the nature of the process and work performed. Work assignments shall be made only if they are in accordance with this principle. Work conditions which appear to be inconsistent with this principle may be brought to the attention of the area supervisor by any employee; and, if the supervisor is unable to resolve the problem, it may be submitted for investigation by the facility safety committee. Thirty (30) days following ratification of this Agreement, the Union may designate an employee representative to be assigned to the Facilities' Safety Committee. Such attendance on safety committees shall not result in loss of pay to employees.

ARTICLE III - EMPLOYMENT

3.01 Vacancies

Qualified Scientists within the facility are to be preferred over outside applicants in filling any vacancy. As between employees in a department where merit and ability are adequate, seniority shall govern.

The Employer upon posting a Supervisory Clinical Laboratory Scientist position shall have discretion in filling the position by selecting from among the three (3) most senior applicants within the department who meet the position specifications. In the event that there are less than three (3) applicants within the department who meet the position specifications, the Employer shall have the option to consider applicants from the facility or Region in that order. The Employer will not consider sources outside the bargaining unit unless there are no qualified internal applicants. The intent is to consider no more than three (3) qualified applicants at any one time.

With regard to job posting and bidding, the parties agree to full implementation of an electronic job bidding process by December 1, 2015.

In the interim the parties agree to:

- 1. Create a joint work group;**
- 2. Provide training to the Clinical Laboratory Scientists and Managers;**
- 3. Provide a Job Aid;**
- 4. Identify and train SuperUsers;**
- 5. Investigate the possibility of a bidding proxy;**
- 6. Develop FAQs (Frequently Asked Questions);**
- 7. Develop an email process to be sent to the hiring Manager/Director for accepting a position; and**
- 8. Modify the contract language as follows:**

3.02 Job Posting

- a) To expedite the administration of this Article, permanent position vacancies shall be posted within the department in which they occur for one (1) work day. If the position is not filled from within the department, the vacancy shall be posted for five

(5) days in the department, facility **and for the bargaining unit in accordance with the seniority provisions of Section 5.01.** Copies of such postings shall be forwarded to the Union **once a week.**

- b) All postings shall indicate the time and date of posting. Postings shall include department, shift (day/evening/night), days of the week and the number of currently scheduled hours.

If there is a qualified employee applicant within the one (1) day or five (5) day posting period, the Employer will notify the employee of his/her acceptance. If the posting is canceled, the Union will be notified in writing of such cancellation within thirty (30) days of expiration of the (1) day or five (5) day posting period.

The Employer will in good faith and subject to efficient operations, use its best efforts to release successful bidders to their new jobs within thirty (30) days.

Subject to the approval of the laboratory labor/management steering committee, float positions may be established as follows: Float positions shall include department(s), shift(s), days/evenings/nights, or a combination thereof (subject to applicable contract provisions), days of the week (may be variable), and the number of currently scheduled hours. The posting will state the status of the position as either part-time regular or full-time regular.

3.03 Special Notification to Absent Scientists

For Scientists on vacation or leave of absence who have requested such in writing, notices of vacancies shall be sent to an address indicated by the Scientist. A Scientist who is on leave of absence in excess of thirty (30) days and is granted the position must be available to return to work within at least fourteen (14) days from the date of the posting of the position if required by the facility.

3.04 Advanced Hire Criteria

Newly employed Clinical Laboratory Scientist, Senior Clinical Laboratory Scientist, and Clinical Laboratory Scientist Supervisor shall receive one (1) year tenure credit for salary purposes only for every two (2) years of previous experience within their respective classification within the last ten (10) years prior to the date of employment. For the purpose of this Section, any previous part-time experience, which has been on a basis of twenty (20) hours per week or more, shall be considered as if it were full-time experience.

ESC/IFPTE Local 20
Advanced Hiring Step Reference Table
Effective February 27, 2007

Please review Appendix A – Wages for current wage rate

Previous Experience within last 10 years	Step	CLS		CLS SR		CLS SUPV	
		024711* / 024712		024713		024714	
		SA	SB	SA	SB	SA	SB
Entry Level* 024711	01			N/A	N/A	N/A	N/A
1 yr	01			N/A	N/A	N/A	N/A
Recent Intern Non-KP	01			N/A	N/A	N/A	N/A
Recent Intern KP trained	02			N/A	N/A	N/A	N/A
2 yrs	02			N/A	N/A	N/A	N/A
3 yrs	02			N/A	N/A		
4 yrs	03			N/A	N/A		
5 yrs	03	N/A	N/A				
6 yrs	04	N/A	N/A				
7 yrs	04	N/A	N/A				
8 yrs	04	N/A	N/A				
9 yrs	04	N/A	N/A				
≥ 10 yrs	05	N/A	N/A				

References: Letters of Agreement dated June 8, 2001 & February 3, 2004, and L20 contract effective 10/1/05

Notes (only one can be applied):

- (1) Only verifiable previous lab experience will be accepted.
- (2) No new hire can be brought in above step 5.
- (3) Steps 6, 7, and 8 are KP longevity steps and not applicable to any new hires.
- (4) One year tenure credit is given for advanced degree in clinical laboratory science or related field.
- (5) One year tenure credit is given for advanced clinical laboratory certifications.
- (6) One year tenure credit is given for any CLS intern who has completed their internship with KP within 6 months prior to hire.

Updated 2/27/07 by Laboratory Scientists LMP Committee

3.05 CLS Intern

One year tenure credit (for salary purposes only) is given for any CLS intern who has completed their internship with KP within 6 months prior to hire.

ARTICLE IV – CHANGES IN EMPLOYMENT

4.01 Reductions in Force

- a) Notification/Alternatives Discussions: In the event the Employer determines that a permanent Reduction in Force is necessary, the Employer will provide the Union a

minimum of sixty (60) days written notice of its decisions to permanently lay off Regular and Short-Hour employees for reductions in force that occur on or after August 1, 1996. A "permanent" Reduction in Force (layoff) is defined as a reduction in force of more than thirty (30) days. During this notification period, representatives of the Employer and the Union shall meet as soon as practicably possible to review the need for such permanent layoff and to explore other options available to avoid such layoffs. Such options may include consideration of hiring freezes, early retirement for eligible employees, leaves of absence, reduction in hours, transfers to other departments or facilities, reduction in the utilization of temporary employees or any other alternatives that meet the Employer's operational objectives that could be considered prior to the designated date(s) of the layoff. Any mutual agreement or alternative to layoffs prior to the designated date(s) of layoff, if any, shall be in writing and enforceable under the terms of this agreement. The selection of any alternatives or continuing with the layoff shall be at the discretion of the Employer. Additionally, the Employer will provide the Union with the identity of the position(s) to be eliminated, the seniority of the affected employee(s), the present work schedule and the date(s) of the layoff. The Employer will also provide to the Union reasonable, relevant information regarding the layoff in a timely manner. The Union shall put such information request(s) in writing to the Employer. Additionally, when layoffs are necessary, the Employer agrees to work with the Union to obtain available federal and state training and development funding to assist laid off workers in securing employment outside the Kaiser Permanente Medical Care Program.

- b) Layoff Provisions: When proceeding with a Reduction in Force, the Employer will first seek volunteers who will be considered on the basis of seniority for the voluntary separation provisions of the Transition Assistance Program (TAP) outlined in a separate Side Letter of Agreement dated March 7, 1994. The Transition Assistance Agreement as referenced in this paragraph shall not extend beyond the term of this agreement (December 29, 2001). If there are insufficient numbers of volunteers, then the involuntary layoff process will commence.

If it is necessary to lay off employees or reduce employees in status, the principle of bargaining unit seniority within a facility shall govern between those Clinical Scientists within that facility whose merit and ability are adequate. Reduction in Force or status shall be accomplished in the following order:

1. Temporary/Casual employees.
2. Short-Hour employees with less than three hundred (300) hours of service.
3. Short-Hour employees with more than three hundred (300) hours of service.
4. Regular employees.

The principle of bargaining unit seniority within the facility shall govern for layoffs and recalls. Bargaining unit seniority dates shall not be adjusted for leaves of absence, for purposes of layoffs or recalls as otherwise specified in Section 6.41.

For purposes of layoff, all Clinical Laboratory Scientists shall be considered as one family (Clinical Laboratory Scientists, Senior Clinical Laboratory Scientists and Supervisory Clinical Laboratory Scientists).

Should unfilled vacancies exist that the Employer desires filled, employees in targeted positions (i.e., targeted positions are positions deemed as excess which will be eliminated during the Reduction in Force) as well as other employees may bid on such vacant positions or positions created by the voluntary reduction phase in such a manner as to maintain their current or lesser number of scheduled hours. Employees shall not increase their scheduled hours by utilizing this process. Any splitting of positions or hours or recombination's of position or hours shall be at the Employer's discretion.

- c) Realignment of Employees: Employees in targeted positions that are being eliminated are to be realigned into remaining positions either occupied or vacant that the Employer wishes to be filled as follows:
1. In seniority order, employees in targeted departments may select placement into vacant positions with like or less hours.
 2. In seniority order, remaining surplus employees in the targeted department may displace a less senior employee with like or less hours or existing vacancies with like or less hours.
 3. Should there be no employee with like or lesser hours who is less senior than the displacing employees, then the displacing employee may select one of the vacant positions.
 4. The following general provisions apply in the application/ implementation of the above provisions:
 - a. Employees who elect to not displace nor select a vacant position and voluntarily resigns shall be treated as follows:
 - (1) Employer's targeted staffing reductions not met:
 - (i) Employee will be eligible for recall provisions outlined in the labor agreement.
 - (ii) Employee will be eligible for the involuntary provisions of the Transition Assistance Program (TAP) if otherwise eligible (status, services, etc.).

- (2) Employer's targeted staffing reductions are met:
 - (i) Employees will only be eligible for the recall provisions outlined in the labor agreement and if the remaining vacant or occupied positions they are eligible to displace are a lesser status (e.g., Regular to Short-Hour).
 - (ii) Employees are only eligible for the involuntary provisions of the Transition Assistance Program (TAP) if the remaining vacant positions or occupied positions they are eligible to bid upon are of a lesser status (e.g., Regular to Short-Hour). This assumes the employee is otherwise eligible for TAP (status, service, etc.).
- b. An employee may select to convert status to "Casual." They will be eligible for the recall provisions outlined in the labor agreement, but will not be eligible for the Transition Assistance Program (TAP).
- c. In bidding for vacant or occupied positions, the displacing employee must possess the merit and ability to perform the job bid for within the allotted orientation period of one hundred and sixty (160) hours. Such on-the-job orientation shall be provided as necessary to meet the minimum qualifications of the posted position as determined by the Employer, but not in excess of one hundred and sixty (160) hours.
- d. The Employer may consider the combination of splitting of positions to allow an employee to retain their former hours, operations permitting schedules.
- e. The parties, by mutual written agreement, may locally agree to a different process of both the layoff and/or realignment procedure but such agreement shall only apply to that facility for that specific Reduction in Force. Should no modification be agreed to, the master contract provisions shall prevail. This agreement may include, should there be a significant change of existing positions, (hours, days of week worked, etc.) a re-bidding process affecting all or parts of a facility.
- f. Clinical Laboratory Scientists and Senior Clinical Laboratory Scientists cannot displace Supervisory Clinical Laboratory Scientists.
- g. Should a Supervisory Clinical Laboratory Scientist position become vacant during the reduction in force process that needs replacement, it shall be filled in accordance with the Collective Bargaining Agreement (reference Article III, Section 3.01 - Vacancies).
- h. Surplus/excess Supervisory Clinical Laboratory Scientists shall be

placed/grouped with all Senior Clinical Laboratory Scientists and Clinical Laboratory Scientists, and select available positions among that group based upon relative seniority.

- d) Recall: Regular employees who have been laid off or reduced in status shall be allowed to assert their bargaining unit seniority (length of service with the Employer under this contract) at other facilities where posted vacancies occur for positions of the same or lower classification for a period of one (1) year provided merit and ability are adequate. Such bargaining unit seniority shall be ranked after the bargaining unit seniority of applicants within the department or facility for the purposes of determining the most senior applicant.

An employee who has been laid off or reduced in status shall have preference at their "home" facility over transfers from other facilities and outside applicants for a period of one (1) year from the date of the layoff or reduction in status in filling any vacancy in the employee's former status, shift or department within the facility from which the employee was laid off or reduced, provided the employee is qualified for the vacancy.

Regular and Short-Hour employees who are given notice of a layoff or are laid off shall be given the above preferences over any external applicant provided the employee has submitted a transfer request and meets the posted qualifications or would meet the qualifications with the orientation period set forth in paragraph C. 4.c. above. Such transfer request(s) shall be valid until the employee meets the conditions set forth in parts 1-3 in this section below. Except as provided above, a Regular or Short-Hour employee who has been laid off from a department or whose status has been changed due to a reduction in force for lack of work, shall retain bidding rights of the status and amount of seniority in department, facility and bargaining unit respectively which the employee had prior to the layoff.

A Regular or Short-Hour employee shall retain recall rights:

1. Until the employee has refused recall in their previous department to a position of the same status and classification held prior to the layoff or change in status; or
2. Until the employee has been placed in a permanent position of the same status and classification; or
3. For one (1) year, whichever occurs first.

In recalling from layoff, the last person laid off in each facility shall be recalled first for available work to include casual and temporary assignments. Except as provided above, all the other provisions in the application of seniority and promotion shall apply.

4.02 Layoff Notification

Except as provided in Section 4.03 whenever an employee is to be involuntarily laid off by reason of reduction in the work force, they shall receive the following notice or pay in lieu of notice: if she/he has between six (6) months and one (1) year of service, she/he shall receive one (1) day's notice for each full month of his/her employment or one (1) day's pay in lieu of such notice up to a maximum of ten (10) days; if she/he has between one (1) and five (5) years of service she/he shall receive fourteen (14) calendar days prior notice, or ten (10) days pay in lieu of notice; and if she/he has five (5) or more years of service she/he shall receive one (1) week's pay for each year of service in excess of three (3), to a maximum of five (5) weeks' pay or notice in lieu of pay prorated to the nearest full day.

4.03 Job Elimination

When a Regular employee's job is to be eliminated by mechanization, the following steps shall be taken by the Employer:

- a) It shall give notice to the Union and to the covered employee that his/her job is being eliminated, three (3) months ahead if she/he has five (5) or more years of continuous service as a Regular employee, one (1) month ahead if she/he has between five (5) and one (1) years, and otherwise two (2) weeks notice. The applicable period of notice shall be termed the "notification period."
- b) Before termination, the Employer shall offer another similar or related job to any covered employee with five (5) or more years of continuous service as a Regular employee, if a job opening exists for which he/she is qualified, at the same facility or within the bargaining unit. The Employer is not obligated to offer another job to an employee with less than five (5) years of continuous service as a Regular employee, but will make reasonable efforts to accomplish force reductions through attrition and transfer, regardless of the length of service of those involved.
- c) The rate of pay established herein for a new job accepted by the employee shall replace his/her former rate at the end of the notification period.
- d) If another similar or related job is offered to an employee paying a straight-time hourly rate within twenty-five cents (\$0.25) per hour of the regular straight-time hourly rate of pay assigned to the employee's present job, and she/he refuses to accept it, she/he shall be terminated at the end of the notification period and shall not be eligible for any severance pay.
- e) The employee shall receive severance pay in accordance with the Transition Assistance Program (TAP). (Reference Side Letter of Agreement dated March 3, 1994.)

4.04 Requests for Change (Open Bid for One (1) Day Posting)

Requests for changes in shift assignment or lateral transfers **in the same department will** be submitted in writing in advance for jobs that may subsequently become vacant. The Employer shall maintain a file of such requests for one hundred eighty days and shall provide the names in it to the supervisor in any department where a vacancy occurs. Employees requesting such transfers shall be given first consideration, on the basis of seniority, provided their merit and ability are adequate. The Employer will provide copies of requests for transfer to Union representatives at the time they are processed, **upon request.**

4.05 Requests for Transfer **(Five (5) Day Posting)**

Requests for transfers to other locations **will** be submitted **through the electronic bidding system.** Such requestor shall be given preference over outside applicants in filling any vacancy for which the requestor is qualified. The Employer will provide to the Union in accordance with mutually agreed procedures, copies of requests for transfer at the time they are processed, **upon request.**

Employees who are laid off and submit transfer requests as described above may extend such transfer requests for an additional one hundred eighty (180) days by notifying the Personnel Director at each facility where a transfer request was submitted.

4.06 Involuntary Transfers

If the Employer directs a Regular employee (non-probationary) to transfer and the employee is laid off within one (1) year at the new facility, the employee shall have the right to return to his/her old facility with the seniority he/she would have otherwise accrued had the involuntary transfer not been directed.

4.07 Change in Status

When a Scientist changes from a full-time to a part-time schedule or from a part-time to a full-time schedule, the Scientist shall be subject to the following rules with respect to tenure steps and accumulation of fringe benefits.

a) Regular Full-Time to Regular Part-Time:

1. Stay in same tenure/longevity step.
2. Keep same anniversary date for tenure and benefits.
3. Carry over fringe benefit accumulation to date of change, prorated fringe benefit accumulation after date change.

b) Regular (Full-Time or Part-Time) to Short-Hour or Casual:

1. Stay in same tenure/longevity step.
 2. Further tenure step movement on next Anniversary Date provided the Scientist meets the twelve hundred (1200) hour work requirement set forth in Section 6.16.
 3. Pay off earned and accrued vacation for which the Scientist is eligible and pay off earned and unpaid holidays.
- c) Regular Part-Time to Regular Full-Time:
1. Stay in same tenure/longevity step.
 2. Keep same anniversary date for tenure and benefits.
 3. Carry over fringe benefits accumulated as of date of change; after date of change, accumulate fringe benefits at full-time rate.
- d) Short-Hour or Casual to Regular Full-Time:
1. Stay in same tenure/longevity step.
 2. Further tenure step movement on next anniversary date provided Scientist meets the twelve hundred (1200) hour work requirement set forth in Section 6.16.
 3. Starts fringe benefit accumulation at full-time rate as of date of change in status. However, if the Scientist previously was a Regular Scientist with no break in service, the Scientist retains for fringe benefit accumulation the same date the Scientist had when a Regular Scientist, adjusted forward for the length of time in Short-Hour or Casual status. The Scientist also in such cases retains any unused sick leave accumulated while in Regular status.
- e) Short-Hour or Casual to Regular Part-Time:
1. Stay in same tenure/longevity step.
 2. Further tenure step movement on next anniversary date provided Scientist meets the twelve hundred (1200) hour work requirement set forth in Section 6.16.
 3. Starts fringe benefit accumulation at prorated basis as of date of change in status. However, if the Scientist previously had been a Regular full-time or Regular part-time Scientist with no break in service the Scientist retains for fringe benefit accumulation the same date the Scientist had when a Regular

full-time or Regular part-time Scientist adjusted forward for the length of time in Short-Hour or Casual status. The Scientist also in such cases retains any unused sick leave accumulated while in Regular full-time or Regular part-time status.

ARTICLE V - SENIORITY

5.01 Principle of Seniority

Except as described in Sections 4.01 and 3.02, all applications of seniority as described in this Agreement shall be on the basis of bargaining unit seniority among Scientists within each Laboratory department in each facility. Department designations within each facility are listed in Appendix E.

- a) Seniority shall be applied in the following order:
 - 1. All Regular employees in department.
 - 2. All eligible Short-Hour employees in department.
 - 3. All Regular employees in facility.
 - 4. All eligible Short-Hour employees in facility.
 - 5. All Regular employees in bargaining unit.
 - 6. All eligible Short-Hour employees in bargaining unit.
 - 7. All Casual, ineligible Short-Hour, Temporary employees in department.
 - 8. All Casual, ineligible Short-Hour, Temporary employees in facility.
 - 9. All Casual, ineligible Short-Hour, Temporary employees in bargaining unit.
 - 10. All bargaining unit MLTs and Extern employees in department.**
 - 11. All bargaining unit MLTs and Extern employees in facility.**
 - 12. All bargaining unit MLTs and Extern employees in bargaining unit.**

All Short-Hour employees must work three hundred (300) hours in Short-Hour status to qualify as an eligible Short-Hour employee regardless of prior status, except those who have already been classified as an eligible Short-Hour or Regular employee at any time in the past.

- b) Casual and Temporary employees and also Short-Hour employees with less than

three hundred (300) hours of scheduled work to their credit shall have seniority rights among themselves dependent upon the total number of hours worked following March 1, 1976. Short-Hour employees on the payroll as of March 1, 1976 shall be automatically considered eligible Short-Hour employees. When choosing among Casual employees for casual work, the Employer will use its best efforts to assign that work on the basis of seniority.

c) Accumulation

Except as defined otherwise, Regular, and eligible Short-Hour employees shall accumulate seniority based on the length of service with the Employer. Casual and Temporary employees shall accumulate seniority on the basis of hours worked. Lists reporting hours worked of Short-Hour, Casual and Temporary employees and hire dates of Regular employees will be maintained within the department and shall be provided to the Union representative or concerned employees upon request.

d) When an employee changes status, the following adjustments shall apply with respect to seniority accumulation:

1. A Regular employee whose status is changed to Short-Hour, Casual or Temporary after October 1, 1980 shall have seniority earned as a Regular employee credited to Short-Hour, Casual or Temporary status on the basis of each one (1) month of service as a Regular employee after October 1, 1980 equaling one hundred (100) hours.
2. A Short-Hour, Casual or Temporary employee whose status is changed to a Regular status after October 1, 1980 shall have seniority earned as a Short-Hour, Casual or Temporary employee credited to Regular status on the basis of each one hundred (100) hours worked as Short-Hour, Casual or Temporary after October 1, 1980 equaling one (1) month service. No employee shall accumulate more than one (1) month service in any one (1) calendar month. Notwithstanding the foregoing, a Short-Hour, Casual or Temporary employee who converts to Regular status shall have all previous service as a Regular employee prior to and after October 1, 1980 counted for seniority purposes upon reclassification to Regular status.

e) In situations where an employee works at more than one (1) facility utilization of seniority rights regarding scheduled time off shall be resolved by local agreement in a fair and equitable manner. In matters of conflict, the individual with the greatest bargaining unit seniority at that facility shall exercise his/her seniority rights. Seniority cannot be used by a transferee to supersede scheduled time off for which there was written approval prior to the transfer.

ARTICLE VI - WORK TIME AND PAY

6.01 Normal Workweek

Subject to the requirements of efficient operations, the Employer shall schedule employee work time on the basis of a workweek of forty (40) hours with two (2) consecutive days off unless mutually agreed to.

6.02 Scheduling

- a) Schedules of starting and quitting times and days off of Regular employees will be posted by the Employer no less than twenty-one (21) days in advance subject to emergency situation changes and as much advance notice of overtime requirements will be given as permitted by operational circumstances. When it becomes necessary because of emergency situations to change such work schedules, consideration will be given to the desires of the affected employees. Where agreement cannot be reached, such changes in work schedules will be made in reverse seniority order.
- b) An employee's shift assignment will be changed only in response to operational requirements. In such event, consideration will be given to the desires of the affected employees. If there is no mutual agreement, changes will be made in reverse order of seniority provided that merit and ability are adequate as to the Employer's manning requirements on all shifts of the department.
- c) It is the Employer's intention not to schedule back-to-back workweeks unless at the request of the employee or it is necessary for the efficient operation of the facility.
- d) Regular employees shall have an unbroken rest period of twelve (12) hours between any eight (8) hour shifts. All hours worked within the twelve (12) hour rest period shall be paid at the rate of time and one-half (1½). This provision may be waived upon the written request of the employee and with the agreement of the Supervisor. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph. This paragraph is waived if disasters beyond the Employer's control and/or acts of God so require the services of the employees.

6.03 Workload Distribution

When an employee is absent and a replacement cannot be obtained, the Employer will distribute the workload equitably among qualified employees so that hardship on any individual employee is minimized.

6.04 Distribution of Standby, Overtime and Additional Hours

The Employer will distribute standby duty, overtime, and additional hours in a rotational sequence established by seniority among those qualified employees in any one classification concerned at any one location who have volunteered to be on the standby or overtime list. The Employer will maintain lists of those employees requesting standby, additional hours, and overtime. If no one on the list volunteers to work the overtime or take

the standby and no other qualified employee volunteers, it will be assigned on a rotational basis by reverse seniority to those qualified employees in the unit.

While the assignment of additional hours shall not require the employer to split the additional hours among two (2) or more employees, it may be considered as an option. The assignment of additional hours shall not require the employer to pay overtime as a result of such assignments or to change the employee's normally assigned work schedule.

Nothing will preclude the parties from using alternate scheduling options mutually agreed upon within the boundaries of the contract. Distribution under this section, and all other sections that require equitable distribution (including but not limited to holidays and vacation), shall include all qualified bargaining unit employees, whether or not they are regularly assigned to the bench. It is recognized that some of these employees will need to undertake refresher training to ensure coverage in critical areas and the parties agree, under the auspices of the laboratory steering committees, to provide such training no later than February 28, 2001.

The term "rotational sequence" in Section 6.04 shall mean that the next employee in the seniority rotation shall receive the next additional hours or overtime opportunity, "opportunity" defined as a grouping of hours totaling four (4) or more by shift by payroll day.

However, for purposes of distributing voluntary overtime, standby, additional hours and holidays, nothing shall prevent the parties from adopting alternate distribution methods by local agreement at individual facilities. However, if local agreement cannot be reached, then Section 6.04 as written, with the above definition of "rotational sequence," shall apply.

6.05 Rest Periods

- a) Each employee is allowed a rest period of not less than ten (10) minutes nor more than fifteen (15) minutes during each continuous four (4) hours of work.
- b) Full shift employees working the day and evening shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8½) hours shall receive not less than one-half (½) hour for lunch. If such employee is required to work during the lunch period, such lunch period shall be paid as time worked in addition to payment for the full shift and shall be deemed time worked for the purpose of computing overtime. This provision does not prevent a night shift employee from working eight (8) hours within eight (8) hours without a meal period and eating while on duty, so long as in such cases the eight (8) hours are compensable time. This language is subject to prevailing provisions of the IWC (Industrial Welfare Commission).

6.06 Split Shifts

No new split shift shall be created except such as are requested by the employee and approved by the Employer and the Union. Employees performing work in split shift shall be paid a premium equal to the minimum hourly wage set forth in the applicable Industrial Welfare Commission Order per day in addition to their regular rate of pay. In addition, any

split shift work completed beyond a spread of eleven (11) consecutive hours shall be paid at time and one-half ($1\frac{1}{2}$) for all hours worked beyond the eleven (11) hour spread.

Notwithstanding the foregoing, the applicable Industrial Welfare Commission Order shall govern to the extent that it establishes superior conditions.

6.07 Shift Differential

a) Evening Shift

In accordance with the June 8, 2001, letter of agreement, employees who work an evening shift shall be paid a differential of 10% over the Step One, CLS I rate in Structure A. Such flat rate shall be determined by carrying the calculations to the third decimal place and rounding to the nearest cent.

b) Night Shift

In accordance with the June 8, 2001, letter of agreement, employees who work a night shift shall be paid a differential of 15% over the Step One, CLS I rate in Structure A. Such flat rate shall be determined by carrying the calculations to the third decimal place and rounding to the nearest cent.

6.08 Standby Pay

- a) Employees on a predetermined work schedule who are placed on standby duty beyond their regularly scheduled work day or work week shall be allowed within the following thirty (30) days, subject to efficient operation, compensatory time off equal to one-half ($\frac{1}{2}$) of the time they were on such standby duty or shall be compensated for such time at one-half ($\frac{1}{2}$) times their straight-time hourly rate including shift differential and split shift differential. Standby duty assigned on a recognized holiday shall be paid at three-quarters ($\frac{3}{4}$) times their regular base rate.
- b) Such employees on standby duty who are called in to work shall be compensated for the time worked at one and one-half ($1\frac{1}{2}$) times their straight-time hourly rate including shift differential and split shift differential; provided, however, that such employees are guaranteed a minimum credit of three (3) hours work for each occasion on which they are called in. However, the total hours of work paid at time and one-half ($1\frac{1}{2}$) shall not exceed the number of hours in the standby period assigned to the employee and further, the number of hours credited to an employee at time and one-half ($1\frac{1}{2}$) shall be deducted from the number of hours the employee has been on standby to determine the number of hours, if any, to be paid at one-half ($\frac{1}{2}$) time. Work which is performed under this Section is defined as a call for an employee who has left his/her place of work to return to perform work of an indefinite duration but shall not be work performed continuous with his/her daily work schedule. Any employee may decline call-in duty if (s)he has not been notified of such duty on or prior to the preceding shift. Standby periods of more than eight

(8) hours shall be broken into eight (8) hour periods and fractions thereof and the rules dealing with the three (3) hour guarantee and shift differential shall be applied to each period separately.

6.09 Reporting Pay

- a) Employees who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available shall perform any work to which they may be assigned. The Employer may utilize such employee in any related capacity in which he/she is qualified to perform. The employee shall be compensated at his/her regular rate or appropriate rate of pay for the job he/she is assigned whichever is higher. When the Employer is unable to utilize such employee and the reason for lack of work is within the control of the Employer, the employee shall be paid an amount of money equivalent to eight (8) hours times the straight-time hourly rate, excluding shift differential; provided that an employee who was scheduled to work less than eight (8) hours on such day shall be paid his/her regular pay for reporting and not being put to work through no fault of his/her own. In such cases the authorized supervisor of the employee involved may allow the employee to leave work before eight (8) hours have elapsed. The provisions of this Section shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the employees by telegram not to report for work at least two (2) hours before their scheduled time to work. It shall be the responsibility of the employees to notify the Employer of their current addresses and telephone numbers. Failure to do so shall preclude the Employer from the notification requirements and the payment of the above minimum guarantee.
- b) If an employee is called to work on what would otherwise have been a regularly scheduled day off and if the Employer fails to give one (1) hour's notice before the start of the required shift, the employee shall be paid for the hours of work actually performed plus one (1) hour, but is to be paid not less than three (3) hours nor more than eight (8) hours of pay in any one (1) shift unless the employee works more than eight (8) hours in that shift.
- c) Pay under paragraph b) above for work which was not performed (allowed time) shall not be included in the hours worked during the payroll day or payroll week for the purpose of calculating overtime, and likewise, shall not be paid for at overtime rates.

6.10 Overtime

Employees shall be paid at the rate of time and one-half (1½) the straight-time hourly rate, including shift differential and split shift differential, for all hours of work performed in excess of eight (8) hours in any one payroll day or in excess of eight (8) consecutive hours, and/or for all hours worked in excess of forty (40) hours within the payroll week. Employees shall be paid at the rate of double (2) the straight-time hourly rate including shift

differential and split shift differential for all hours worked in excess of twelve (12) hours in any one (1) payroll day, and for all hours worked in excess of twelve (12) consecutive hours.

Employees assigned to a scheduled workweek of twenty (20) hours or more in a period of more than five (5) work days in the payroll week shall be paid at the rate of time and one-half (1½) for all hours of work performed on the sixth (6th) day of work in the payroll week; whether or not such hours of work are in excess of forty (40) hours within the payroll week.

Employees shall be paid at the rate of double (2) the straight-time hourly rate, including shift differential and split shift differential, for all hours of work performed on the seventh (7th) consecutive payroll day worked within the payroll week.

6.11 Weekend Work

- a) The Employer will use its best efforts to grant each Regular full-time Scientist who desires such a schedule, every other weekend off. In the exercise of "best efforts" it is intended that the Employer will use the successful techniques employed at other medical centers as applicable within the framework of economic constraints and availability of staffing. The Union may present suggested staffing schedules which shall be implemented within sixty (60) days from the date such schedules have been proven feasible to the Employer. Other weekend staffing schedules for Regular full-time employees may be suggested by the Union within the same framework of consideration and implementation.
- b) The Employer will guarantee every fourth (4th) weekend off to the Regular full-time employees in a department and will pay time and one-half (1½) for all hours of work performed on the fourth (4th) consecutive weekend and each weekend thereafter until granted a weekend off subject to the conditions of paragraph c). This guarantee does not apply to Regular full-time employees who desire to work certain weekends which make up a portion of the four (4) consecutive weekends.
- c) It is understood that to guarantee employees every fourth (4th) weekend off in a department, it may be necessary to rotate days off for all Regular full-time employees in that department and there can be no restrictions on split days off in such department. The Employer may utilize back-to-back workweeks and the eighty (80) hour option under the Fair Labor Standards Act for purposes of computing overtime. An employee required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1½) the employee's basic straight-time hourly rate for each day worked or portion thereof until granted a day off. The Employer shall not be required to pay time and one-half (1½) for the sixth (6th) day nor double-time for the seventh (7th) day. This provision may be waived on the request of an individual employee and with the agreement of the facility. All employees in a department which selects the guaranteed weekend off provision will be covered by the provisions of this paragraph.

- d) Once each year (month to be determined by the facility), each affected department, by shift, subject to the requirement of efficient operations, shall vote, if the employees so request, and by a two-thirds (2/3) majority vote of all Regular full-time employees on the shift decide whether the provisions of paragraph b) subject to the conditions of paragraph c) shall apply for the following twelve (12) months. The vote will be held on each shift.
- e) The voting shall be conducted by a Joint Committee composed of two (2) persons appointed by the Employer and two (2) selected by the Union. The departmental units for the purpose of voting shall be determined by the Joint Committee in each facility.
- f) Disputes under this Section shall be subject to mediation through the California State Conciliation Service, but shall not be subject to the complaints and grievance procedure and arbitration provisions of this Agreement.
- g) Definition of a weekend: A weekend means Saturday and Sunday.
- h) Weekend work shall be shared equitably by all employees covered by this Agreement, except to the extent that operational requirements dictate different practice. Disputes arising under this paragraph h) shall be subject to the provisions of Article VIII - Disputes.
- i) **Weekends Only Positions With 10% Weekend Differential -- Employees working weekend positions, as defined below will be eligible for 10% weekend differential for all hours worked, including non-weekend hours.**
 - 1. Regular part-time benefitted positions configured as two (2) ten-hour shifts on Saturday and Sunday will be paid at straight time for two weekend shifts.
 - 2. Regular twenty (20) hour, benefitted positions scheduled to work every weekend. Weekend shifts must be six or eight- hour shifts.
 - 3. Short hour positions of two (2) eight-hour shifts regularly scheduled on Saturday and Sunday.

The 10% differential is in lieu of other weekend premium or weekend differentials in any agreement.

6.12 Relief Pay in Higher Classification

In accordance with the December 10, 2001 Agreement, relief in higher classification shall be paid at a rate of 10% over the Senior CLS Step 1 Structure A rate provided the employee completes four (4) or more hours in the higher classification.

6.13 Promotion and Duration

- a) An employee permanently promoted to a position in a higher classification (a higher starting rate of pay) shall be paid the first (1st) step of a new classification which is next above his/her former rate and which will provide an increase of at least eighty dollars (\$80.00) per month.
- b) In addition to the minimum increase, employees who are permanently promoted from one classification to another shall receive tenure credit for time spent in his/her assigned step rate of his/her former classification in determining his/her eligibility rate for future step rate increases in his/her new classification unless the employee is receiving the maximum step rate of his/her classification at the time of promotion.
- c) An employee who is permanently transferred to a position in a lower grade shall receive the step rate which is equal to or next below his/her former rate.
- d) A permanent promotion is defined as lasting one (1) calendar month or more.

6.14 Travel Expense

Travel expenses such as mileage, bridge tolls and parking expenses incurred as a result of temporary reassignments at the convenience of the Employer shall be reimbursed. Mileage shall be reimbursed in accordance with the Employer's policy. Parking expenses shall be reimbursed except when parking at more than one (1) facility is a regular requirement of an employee's job. Working hours and/or pay shall be appropriately adjusted to insure equitable treatment.

6.15 Benefit Rights

- a) No Temporary, Short-Hour or Casual employee shall be eligible for any benefits provided under this Agreement except for time and one-half (1½) for worked holidays, shift differential and split shift pay.
- b) A Regular employee shall accumulate and receive all benefits provided by this Agreement from the date he/she becomes, and so long as he/she remains a Regular employee.

6.16 Tenure Increases

- a) Tenure increases shall become effective at the beginning of the first (1st) full payroll period nearest the employee's tenure increase eligibility date as indicated for his/her classification.
- b) Effective February 29, 1976, Short-Hour, Temporary and Casual employees shall be eligible for progression through all tenure steps of their classification in accordance with the formula that each one hundred (100) hours of work equals one

(1) month tenure service credit. Thus three hundred (300) hours of work would equal three (3) months service credit. However, no employee shall accumulate more than one (1) month tenure service credited in any calendar month.

6.17 Longevity Step

- a) Senior Clinical Laboratory Scientists who have reached Longevity (step 6, step 7 or step 8), and who are promoted to Supervisor, will remain at the same step in their new classification and shall receive tenure credit for the time spent in his/her assigned step.
- b) Add an “after seven year’s step” (beginning the 8th year) to the Senior Clinical Scientist and Supervisory Clinical Scientist Classifications. This new longevity step shall be three percent (3%) above the existing top step. Movement to this new longevity step will occur when the employee either 1) has completed seven (7) years with Kaiser Permanente in a CLS classification OR 2) has completed 24 months at step five in a CLS classification, whatever occurs first.
- c) Add an “after ten year’s step” (beginning the 11th year) to the Senior Clinical Scientist and Supervisory Clinical Scientist Classifications. This new longevity step shall be three percent (3%) above the existing top step. Movement to this new longevity step will occur when the employee either 1) has completed ten (10) years with Kaiser Permanente in a CLS classification OR 2) has completed 36 months at step six in a CLS classification, whatever occurs first.
- d) The provisions of Article IV, Section 4.07 – Change in Status outlined in the current Collective Bargaining Agreement shall be used to determine progression to this new longevity step.
- e) Add an “after 15 years step” (beginning of the 16th year) to the Senior Clinical Scientist and Supervisory Clinical Scientists classifications. This new longevity step shall be three percent (3%) above the existing top step. Movement to this new longevity step will occur when the employee either 1) has completed fifteen (15) years with Kaiser Permanente in a CLS classification OR 2) has completed 60 months at step seven in a CLS classification, whatever occurs first.

6.18 Pay in Lieu of Benefits

Change the differential to 15% over the step one CLS I rate in Structure A. Such flat rate shall be determined by carrying the calculations to the third decimal place and rounding to the nearest cent.

Example: the Rate effective the payroll period closest to April 1, 2001 shall be \$3.53.

6.19 Reclassification

- a) A Casual employee who is regularly assigned a predetermined work schedule shall be reclassified to either Short-Hour, Temporary or Regular status and the effective date for accrual of seniority in the new status shall be the date the employee commenced working the predetermined schedule as adjusted by that time spent (if any) in the previous status as set forth in Article V – Seniority. Service credit for the purpose of benefit accrual shall be the effective date of reclassification to Regular status.
- b) A Regular employee who, with no break in service, becomes a Temporary, Short-Hour or Casual employee, will be paid at the rate he/she was receiving as a Regular employee plus the appropriate differential.

6.20 Non Duplication of Overtime

Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at the overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.

6.21 Daily Minimum

The wage rates herein agreed upon constitute minimum rates and nothing in this Agreement shall preclude the Employer from paying any one (1) or more employees in excess of such minimum rates, including those at the tops of the ranges, at the Employer's discretion.

6.22 Reductions Prohibited

No employee shall, as a result of the provisions of this Agreement, suffer a reduction in his/her wage rate so long as he/she continues in the same classification.

6.23 Pay Days

- a) Pay days now in effect shall continue and there shall be no more lapse of time between wages earned and wages paid than such as results from operations under the present system. The Employer will in good faith attempt to distribute pay checks to the employees on their normal work shifts on pay days.
- b) The Employer may place any employee on a weekly payroll without the permission of the Union.

6.24 Termination Pay

Any employee who terminates shall receive wages due him/her as provided in the State Labor Code.

6.25 Holidays

The following days shall be observed holidays and holiday pay will be paid for the shift in which the majority of the hours are worked on the holiday.

- a) New Year's Day, the third (3rd) Monday in February to observe Washington's Birthday, the last Monday in May to observe Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the employee's personal birthday (as provided in Section 6.25 d) herein). If a new day is fixed by Federal legislation for the observance of any of these holidays, this Agreement shall be modified thereby.
- b) Each employee with ninety (90) days service shall become eligible for two (2) floating holidays per year. Each year January 1 to January 1 the Employer and the employee shall agree on the days to be taken as floating holidays. If agreement is not reached on which day(s), the day(s) will be added to the employee's vacation. *The two floating holidays are designated as two of five Personal Flexible Days in accordance with the National Agreement (page 19).
- c) Each Regular employee shall be granted a day off for at least one (1) of the following holidays: Thanksgiving, Christmas, New Year's; or instead shall be compensated at three (3) times his/her regular rate for working New Year's Day as the Employer elects.
- d) A Regular employee with more than ninety (90) days of continuous service is entitled to his/her personal birthday as a holiday. If it falls on another holiday, the employee's otherwise next regularly scheduled work day following said recognized holiday shall be recognized as his/her birthday. Each employee entitled to his/her personal birthday as a holiday shall inform his/her supervisor one (1) month in advance of its date.*The birthday holiday is designated as one of five Personal Flexible Days in accordance with the National Agreement (page 19). Like the other float holidays in b) above, if agreement is not reached on which day, the birthday will be added to the employee's vacation (i.e. it is not cashed out at 50% if unused in payroll calendar year).
- e) Holiday work shall be assigned in accordance with Section 6.04, except to the extent that operational requirements dictate different practice.

6.26 Holiday Pay

- a) Regular employees will receive pay at their base rate plus shift differential for their normal scheduled daily working hours for holidays when not worked provided they meet all of the following eligibility rules:
 - 1. Has thirty (30) days of service as a Regular employee as of the date of the holiday.

2. Not directed to work on the holiday.
 3. Not on a layoff or leave of absence, including any time off taken due to illness beyond the period of paid sick leave eligibility, as of the date of the holiday.
- b) A Regular part-time employee working less than forty (40) hours per week who meets the eligibility requirements outlined in Section 6.26 a) of this Agreement shall be paid for holidays on the following basis:
1. If the holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be at the straight-time rate for the number of hours for which the employee would have been paid if he/she had worked.
 2. If the holiday falls on a day normally scheduled off, the employee shall receive additional pay equal to one-fifth (1/5) of his/her straight-time weekly pay and shift differential.
 3. If a holiday falls on a day normally scheduled to work and the employee works such holiday, the employee shall have the option to receive time and one-half (1½) plus shift and split shift differential for that day's work plus an additional day's pay or time and one-half (1½) plus shift and split shift differential for that day's work plus an additional paid day off.
- c) A Regular employee with at least thirty (30) calendar days of service as such as of the date of a holiday who works on the day on which that holiday is observed shall be paid time and one-half (1½) plus shift and split shift differential for that day's work and shall also be given a paid day off or an additional day's pay plus such differentials as elected under Section 6.27 below.
- d) A Regular employee with less than thirty (30) calendar days of service as such as of the date of a holiday who works on that holiday shall be paid time and one-half (1½).
- e) Short-Hour, Temporary and Casual employees who work on a holiday shall be paid time and one-half (1½).
- f) If a Regular employee's day off falls on a holiday and (s)he meets the eligibility requirements as set forth in Sections 6.25 and 6.26 of this Article, (s)he shall receive a paid day off or an additional day's pay. The determination of the option shall be in accordance with Section 6.27. Election of the additional day off shall be exercised, subject to operational needs, within thirty (30) days of the holiday. If operational requirements prohibit such utilization, it shall be taken within sixty (60) days; if such operational requirements prohibit such exercise, the additional day shall be added to the employee's vacation bank.

- g) Holidays falling on a Sunday shall be observed and premium rates paid on that Sunday. The Employer may require employees whose normally scheduled day off is the Sunday holiday to take their compensatory time off, if elected in accordance with Section 6.28 on the following Monday.

6.27 Election of Pay or Compensatory Time Off

Subject to the Employer's staffing and scheduling requirements for patient care, employees entitled to either compensatory time off or additional pay under Section 6.26 may elect which they prefer to receive. Compensatory time off must be either added consecutively to an employee's vacation or be taken on a mutually agreed date. The election of compensatory time off must be submitted by the employee to his/her supervisor in writing prior to the holiday for which it is due, and the date desired must be specified. Otherwise the employee shall receive pay. In the event more than one (1) employee requests the same compensatory days off, the Employer cannot accommodate all such requests because of patient care requirements, selections shall be made on the basis of seniority.

6.28 Counting Holidays for Overtime

Holidays paid for but not worked shall count as time worked for computing weekly overtime for work performed later in the same workweek, if the holiday falls on one of the employee's normally scheduled work days.

6.29 Vacations

Any Regular employee who has been continuously in service with the Employer for a period of one (1) year shall be entitled to two (2) weeks vacation with pay. Any Regular employee who has been continuously in service with the Employer for a period of two (2) years shall be entitled annually thereafter to three (3) weeks vacation with pay; for five (5) years, four (4) weeks; and for ten (10) years, five (5) weeks. The above vacation entitlement shall be measured from the employee's anniversary date. Employees may take accrued vacation after six (6) months of continuous employment effective June 11, 2003.

6.30 Split Vacations

Employees may split their vacation into increments of more or less than one (1) day subject to the requirements of efficient operations.

6.31 Vacation Carry-Over

- a) Normally vacations may not be carried over from one year to the next. However, unused vacation may be granted up to six (6) months after the completion of that year with the Supervisor's approval in writing if due to operating requirements the employee has been unable to take his/her complete vacation within the required

time limits.

- b) Regular employees with five (5) or more years of continuous service credit may carry over one (1) week unused vacation to their next anniversary year provided that they notify their supervisor in writing thirty (30) days prior to the completion of the anniversary year in which the one (1) week's vacation would normally be taken.

6.32 Vacation Pay Rate

The vacation pay for Regular full-time employees shall be the base rate including shift differential and split shift differential, for their regular straight-time schedule of work. The vacation pay for Regular part-time employees shall be the base rate, including shift differential and split shift differential, at the time the vacation is taken, times the average number of straight-time hours worked per week during the vacation accrual year. If such pay for a Regular part-time employee exceeds the employee's regular schedule, the excess shall be attributed to weeks of earned vacation and shall be paid on days not normally scheduled. Except as described above, vacation accruals shall be based on an eligible employee's regular schedule and shall be affected only by permanent schedule changes. Data concerning an employee's accrued vacation will be supplied by the designated lab supervisor upon request.

6.33 Vacation Dates for Part-Time Employees

Vacation periods for part-time employees described in Section 6.32 shall be designated by the Employer during the twelve (12) month period following the date of eligibility for the vacation, in such a manner as to affect the efficiency of operation minimally.

6.34 Regular Employee Vacation Scheduling

By January 31st of each year, each Regular employee will submit to his/her supervisor in January a list of his/her first, second and third choices for vacation dates during the twelve (12) month period commencing April 1. On or before March 15 of each calendar year, the supervisor or department head shall post the vacation schedule for that year. Employees shall be given preference in the choice of vacation periods on the basis of seniority, except for two (2) periods:

Winter Vacation Period

- a. The last two (2) calendar weeks in December and the first calendar week in January; and, subject to local written agreement between the Employer and the Union, the summer vacation period as defined below in b.

Summer Vacation Period

- b. The period from July 1 to August 31 of each calendar year. Senior employees who

request and receive one (1) or more weeks of vacation during both or either of the above specified period(s), shall not have their seniority preference for the next subsequent specified period(s) the following calendar year. Nothing shall prevent the employees, business representatives and management from adopting alternate arrangements by written agreement at individual facilities. However, if local agreement cannot be reached, then Section 6.34 a. as written above involving the definition of the winter vacation schedule rotation only shall apply. Employees splitting their vacation into two (2) or more segments shall have seniority apply for the first choice of one (1) continuous vacation period. Once all employees have been scheduled for their first choice of one (1) continuous vacation period, seniority shall apply in the same manner in each succeeding round. The granting of vacation under this provision is subject to the efficient operations of the laboratory.

Requests for vacation dates during the vacation period commencing April 1 which are submitted after January 31 will be scheduled by the supervisor in the order received.

6.35 Holidays During Vacation

If a holiday occurs during an employee's vacation period, he/she shall be granted an additional day of vacation at his/her regular pay or an additional day's pay in the amount he/she would have received had he/she not been on vacation, as the employee elects.

6.36 Advance Vacation Pay

- a) Once an employee is eligible to take his/her vacation, he/she may request his/her vacation pay in writing and it will be paid to him/her within two (2) weeks. Employees seeking early vacation pay must take their vacation days off during that anniversary year.

This Section 6.36 a) shall become null and void upon implementation of automatic paycheck deposit as described in Section 6.36 b) below.

- b) Employees upon written request may direct automatic deposit of their paycheck directly to a bank or savings institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Each pay period, employees electing automatic deposit shall receive a check stub indicating all payments made.

6.37 Vacation Buy Back

Scientists eligible for at least four (4) weeks vacation per year may, at the employee's option, receive during each anniversary year pay in lieu of one (1) or two (2) weeks of vacation, provided the Employer has an operational need to assign such Scientists to work.

Acceptance of such in-lieu pay shall require the Scientist to work for the in-lieu period, rather than taking the time off in either paid or unpaid status. Sick leave shall not be applicable for the in-lieu work period. However, if the Scientist is disabled during the in-lieu

period, he/she shall receive the agreed upon vacation pay, and such vacation pay shall not be integrated with any State Disability Insurance benefits which the Scientist may receive.

6.38 Call-In During Vacation

If an employee is called back to work while on vacation, he/she shall be paid time and one-half (1½) in addition to his/her vacation pay. Vacation hours paid shall count as hours worked in determining eligibility for weekly overtime.

6.39 Vacation Pay for a Terminated Employee

- a) Any Regular employee whose services have been terminated after one (1) or more years of service shall be entitled to vacation pay prorated on the basis of actual months of service as provided in Section 6.32 but the Employer can require at least one (1) week's notice of the intention of an employee to quit, as a condition of this proration of vacation pay.
- b) Any Regular employee with more than six (6) months but less than one (1) year of service, whose services have been terminated, shall not be entitled to any vacation pay, but if not discharged for cause, shall be given one (1) day's notice for each full month of employment or one (1) day's pay in lieu of such notice up to a maximum of ten (10) days. For the purpose of this paragraph pay shall be calculated as provided in Section 6.32.

6.40 Sick Leave

- a) Each Regular employee shall accumulate one (1) day sick leave with pay for each calendar month of employment. An employee shall not be entitled to sick leave with pay unless he/she has acquired three (3) months continuous service credit, and, in no case shall sick leave be retroactive to any absence due to sickness during the first three (3) months of service credit. Effective March 1, 1978, after the completion of the fourth (4th) year of employment, each Regular employee shall accumulate one and one-fourth (1¼) days sick leave with pay for each calendar month of employment. *Two sick leave days are designated as two of the five Personal Flexible Days in accordance with the National Agreement (page 35).
- b) For employees with less than one (1) year of continuous service, paid sick leave shall commence with the second day of any illness and the first day of illness shall not be counted against accumulated sick leave. The first day waiting period shall be waived when the employee is hospitalized or when the employee is directed off work by the Administrator or his/her designee due to operational health conditions within the facility. The one-day waiting period will not apply to employees with one (1) year or more of continuous service.
- c) A Regular employee working less than forty (40) hours per week shall accumulate sick leave in the proportion that his/her regular scheduled hours of work per week

bear to forty (40) hours.

- d) Pay for sick leave shall be that straight-time pay which the employee would have received had he/she worked his/her regular schedule that day, including any shift differential or split shift differential he/she was receiving. Paid sick leave shall count as time worked for purposes of computing overtime for hours worked later in the same work week.
- e) Sick leave shall be applicable only if the employee is ill on a day he/she is scheduled to work.
- f) Pre or Post Banked Sick Leave may only be used following exhaustion of Annual Sick Leave, or for statutory leaves (e.g., CESLA, FMLA, Workers Compensation, etc.), or when the employee is hospitalized. Medical verification may be required for use of Banked Sick Leave. Post Banked Sick Leave accrued after December 31, 2005 will be used following exhaustion of any Pre Banked Sick Leave accrued prior to January 1, 2006.
- g) If an employee claims sick leave, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed, if the Employer has reasonable doubt of the validity of the disability.
- h) If a holiday occurs during the absence of an employee on paid sick leave for which he/she is eligible to be paid, such pay shall be charged to the holiday and not against his/her sick leave credit.
- i) Employer paid sick leave shall be reduced by the amount of any basic Unemployment Compensation Disability (UCD) benefit the employee is eligible to receive, and the amount of such benefit shall not be charged against the employee's accumulated sick leave credit.
- j) If an employee is eligible for Worker's Compensation Insurance payments, they will be integrated with Employer paid sick leave in the manner described in Section 6.40 h) above.
- k) An employee returning from paid sick leave shall be returned to his/her former job, and any employee not so returned to his/her former job shall be paid his/her straight-time pay until reinstated.
- l) An employee shall furnish forty-eight (48) hours notice of his/her readiness to return to work and if requested to do so must supply certification by a physician on the staff of the Employer of his/her physical fitness to perform the work required of him/her.
- m) For employees with one (1) or more years of continuous service paid sick leave shall also apply for hours directly associated with medical or dental appointments

including appointments covered by the Kaiser Psychiatric Plan "A" or the Alternate Medical Plan. For those employees whose appointments are away from the facility where they work, the appointment will be scheduled so that at least part of that scheduled appointment falls in the last hour of their scheduled shift. The employee will give written notice of at least twenty-four (24) hours and supply verification that the appointment was kept.

- n) Data concerning employees' sick leave and accrual will be supplied by the designated lab supervisor upon request.
- o) Effective June 11, 2003, employees who are hospitalized during a pre-approved vacation may utilize vacation days in lieu of sick leave for the period of hospitalization. Employees who suffer a disabling illness or injury of at least five (5) consecutive days duration while on a prescheduled vacation leave, may designate 50% of the verified period of illness to unused sick leave. Reasonable verification may be required.
- p) Sick leave shall be applicable not only as described elsewhere in this Section, but also for psychological treatment as an inpatient in an accredited institution and for outpatient treatments appended to such inpatient care.

6.41 Leaves of Absence

Leaves of absence for a non-industrial physical disability including maternity leaves shall be granted for the period of disability provided that a physician's certification setting forth the length of such disability is submitted. Leaves of absence as referred to in this paragraph shall not exceed a total of six (6) months. The period of any leave of absence, except those of a duration of less than thirty (30) days, will not accrue to the service credit of the employee for the purposes of tenure increases or for vacation and sick leave computations or any other benefit where length of service is a condition of entitlement.

6.42 Emergency Leaves

Leaves of absence without pay for emergency situations may be granted employees at the discretion of the head of the facility. Normally, an employee must have at least six (6) months service to be considered for a leave of absence. A leave of absence request shall not be unreasonably denied. The following are some of the situations normally considered to be just reasons for such leave: (a) death in the immediate family; (b) sickness or injury in the immediate family; (c) care of newborn children or the adoption of children. Such leaves of absence shall not be in excess of thirty (30) days (leaves of absence as described in (c) above shall not be in excess of ninety (90) days but may be requested by the employee or approved by the Employer for less than ninety (90) days), but may be extended beyond that time or granted in greater increments at the discretion of the head of the facility but in no case will the combination of leaves as set forth in paragraphs 6.41 and 6.42 exceed six (6) months.

6.43 Leaves Must Be In Writing

Leaves of absence and renewals thereof shall be in writing with one (1) copy to the employee and one (1) copy to the Personnel Office. The Employer will respond to leave of absence requests within fifteen (15) working days of receipt.

6.44 Insurance Premium While on Leave

An employee placed on an authorized leave of absence must pay the required premium necessary for continued insurance benefits as specified in Article VII during the period of any authorized leave of absence.

6.45 Industrial Leaves

Leaves of absence for an industrial injury or illness shall be granted for the period of the employee's disability or for thirty (30) day renewable increments based upon a physician's certification setting forth the length of such disability. Such industrial leaves shall not exceed a total of six (6) months. However, for those employees with two (2) or more years of continuous service, such industrial leaves shall be extended beyond that time for a period not to exceed an additional six (6) months upon a physician's verification of need. During the period of time during which an employee is on a leave of absence resulting from an industrial injury or illness incurred in the course of employment or arising out of employment with the Employer, he/she shall accrue service credit for the purposes of promotions and wage tenure increases. For a maximum of six (6) months during the period of the leave, or for up to a maximum of twelve (12) months for those employees with two (2) or more years of service, the employee shall continue to be covered by Health Plan and the life insurance policy, defined in Sections 7.01 and 7.06 of this Agreement at the Employer's expense.

An employee eligible for twelve (12) months industrial leave of absence who has been terminated due to his/her inability to return to work shall retain seniority as of that date for a period of an additional one (1) year. Such seniority may be utilized during the one (1) year period only for the purpose of bidding on vacancies for which (s)he is qualified.

6.46 Return From Leave

When an employee returns to duty from an authorized leave of absence, (s)he shall be reinstated in the same classification, position, unit, shift and number of hours in which (s)he was employed before his/her absence; but if operational conditions have changed so that it is not reasonable to so reinstate him/her, the Employer will reinstate him/her in a classification that is as nearly comparable to his/her original classification as is reasonable under the circumstances. Prior notice of twenty-one (21) days of intent to return from a leave of absence must be given by the employee to the employee's supervisor as a condition of reinstatement to any position. In the event the employee has returned to a job in a department other than that from which (s)he was granted his/her leave of absence, (s)he shall retain his/her total departmental seniority which (s)he had accrued at the time

the leave of absence commenced. Such seniority shall be used for the purposes of bidding on vacancies in his/her prior department for a period of six (6) months or until (s)he has declined a position in his/her prior department and classification.

6.47 Notice to Replacements

All persons hired to replace employees who are on a leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return from leave.

6.48 Funeral/Bereavement Leave

When a death occurs in the immediate family of an employee, (s)he shall be entitled to a leave of up to three (3) days with pay. In addition, employees will be granted an additional two (2) days of paid time when traveling 300 miles or more to attend funeral or memorial services. Further, the employee shall be granted an additional three (3) days unpaid leave of absence in excess of that to which (s)he may otherwise be entitled if such request is submitted by the employee. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

Family is defined as:

- spouse/domestic partner
- sister/step sister/sister-in law/step sister-in-law
- brother/step-brother/brother-in-law/step-brother-in-law,
- daughter/step daughter/daughter-in-law/step-daughter-in-law
- son/step-son/son-in-law/step-son-in-law
- mother, mother-in-law
- father, father-in-law
- parent/step parent/parent-in-law/step parent-in-law
- in loco parentis
- child/step child/legal ward/foster child/adopted child
- grandparents/step-grandparent
- grandchildren, step-grandchildren and
- relative living in same household

Pay for such leave shall be calculated in the same manner as that paid for sick leave in Article VI.

If an employee is on vacation and a death occurs in the employee's immediate family, the employee may convert such vacation time to funeral leave provided, however:

- a) The employee requests such conversion in writing on a form designated by the Employer within five (5) working days upon return from scheduled vacation.
- b) The form shall in part require the following information:

1. Name and relationship of deceased immediate family member;
2. Date of death and appropriate recording entity within the state in which the death occurred;
3. Date of vacation to be converted to funeral leave.

6.49 Paid Educational Leave

- a) After completion of one (1) full year of service, employees shall begin to earn paid educational leave at the rate of forty (40) hours per year accumulative to a maximum of one hundred and sixty (160) hours. Part-time Regular employees shall have the accrued hours adjusted based upon their weekly work schedule. Educational programs must be job related. Paid educational leave may be taken by full days or hourly increments as time away from the job. Educational programs and programs necessary for licensure or re-licensure will be related to the current job or jobs to which the employee can reasonably expect to transfer or be promoted in the usual course of eligibility. If the educational program occurs on a day that the Clinical Laboratory Scientist is scheduled to work, the following principle shall govern subject to the efficient operations of the laboratory and the ability to obtain a suitable replacement.

If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Clinical Laboratory Scientist may be excused from his/her shift and receive eight (8) hours educational leave pay for such day, or up to a maximum of the Clinical Laboratory Scientist's regular schedule if less than eight (8) hours.

If the educational program has a duration of less than four (4) hours, the Clinical Laboratory Scientist will receive four (4) hours of educational leave pay. If the educational program is at the facility where the Clinical Laboratory Scientist is employed, educational leave shall only apply for the actual hours of the program.

If, during the term of this Agreement, continued education is required by law to maintain licensure, educational leave may be used to fulfill those requirements.

- b) A Regular Scientist shall be paid for up to forty (40) hours of educational leave per calendar year if the educational program occurs on a day that the employee is not scheduled to work, provided the educational program meets the other criteria established in this Section. Such leave shall not count as time worked for the purpose of determining eligibility for overtime. All other educational leave shall not be paid if the educational program occurs on a day the employee is not scheduled to work, except as provided in c) below.
- c) A Regular Scientist shall be paid for up to sixteen (16) hours of educational leave

per calendar year if the educational program occurs on a day that the employee is scheduled to work, provided the educational program meets the other criteria for home study established in this Section.

- d) A bargaining unit member may use up to 56 hours (if accrued) of Education Leave annually (payroll calendar Year) for the purpose of home study. 16 hours are available for time away from (scheduled) work, and 40 hours are available for use during unscheduled time.

The home study course must meet the following and all other criteria established for paid educational leave.

1. All home study must be approved prior to starting the course.
 2. The course announcement must accompany the request for approval.
 3. Employees will receive payment for CEU (Continued Education Unit) hours based upon presentation of proof of successful completion of courses. (One CEU is equal to one hour of educational leave).
 4. Home study will not be used to calculate overtime hours.
- e) A list(s) of all Regular Scientists shall be established at each facility for the purpose of educational leave. Once a Scientist exercises his/her option to utilize educational leave, he/she shall move to the bottom of the list(s), provided, however, that the Employer may require a Scientist to attend an educational program without regard to the Scientist's position on the seniority list, if it is essential to the performance of the Scientist's immediate job. If a Scientist is required by the Employer to attend such an educational program, it will not be charged against the Scientist's accrued educational leave, unless by mutual agreement.

6.50 Jury Duty Leave

- a) If an employee is required to report for jury service, (s)he shall be excused from work on such days and the Employee shall receive paid leave for jury duty for duration of such service. There will be no offset to employee's pay nor collection of jury duty pay provided by the courts. The employee must show proof of having been directed to report in connection with jury service.
- b) 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, (s)he shall be required to do so and the pay provided for herein shall be reduced accordingly.
- c) For jury service during hours other than normally scheduled hours, the employee shall not be required to work regularly scheduled hours with less than an eight (8) hour interval from such jury service. Such jury duty service shall include travel time. Such protected time lost shall not result in loss of pay when considered in conjunction with jury pay.

- d) Pay provided for in this Article for work which was not performed shall be included in hours worked for the purposes of calculating daily or weekly overtime.

6.51 Rehired Employees

Employees who have a break in service who return to work within nine (9) months and are assigned to the same classification held prior to their termination shall be paid at the same step rate held at the time of termination. It is mutually understood that this Section pertains only to wage rates and does not pertain to any other provisions of this Agreement.

ARTICLE VII - INSURANCE BENEFITS

7.01 Health and Drug Plans

- a) The Employer agrees to provide Kaiser Foundation Health Plan benefits currently described in the Evidence of Coverage identified as PID 10 EU 5 (formally referred to as SS coverage and Drug Plan A) for the Employee and their eligible dependents or to pay the premium required for the Alternate Medical Plan currently described as KP2RX. Effective April 1, 2006, a \$5.00 co-payment for each doctor's office and emergency room visit was added to the Kaiser Foundation Health Plan.
- b) Effective August 1, 1996, the Employer agrees to provide the drug benefits currently described as Kaiser Foundation Health Plan Drug Program Benefit under PID 10 EU 5 (\$5.00 co-pay) or the Alternate Medical Plan (KP2RX) formally referred to as New York Life Insurance Company Drug Program "W-01" (\$5.00 co-pay) to all eligible Regular employees, their eligible spouses and eligible dependents, including eligible domestic partner. The addition of a \$5.00 co-pay shall also apply to those who retire on or after August 1, 1996. For retirees who retired prior to August 1, 1996, the \$5.00 drug co-pay shall not apply.
- d) The Employer agrees to provide to those Regular Clinical Laboratory Scientists covered by the Kaiser Foundation Health Plan, Kaiser Foundation Hospital surgical-medical benefits currently described as Senior Advantage (except that for employees hired on or after September 1, 1986 such coverage shall exclude optical benefits) or the alternate New York Life Insurance Company coverage currently described as "HF-2" integrated with Medicare, for those employees who meet the following qualifications:
 - 1. Normal Retirement:
Sixty-five (65) years of age with ten (10) or more years of employment as a Regular employee of the Employer.
 - 2. Postponed Retirement:
Termination of employment after the sixty-fifth (65th) birthday of an employee who has had ten (10) years of employment as a Regular employee as of their sixty-fifth (65th) birthday.

3. **Disability Retirement:**
A Clinical Laboratory Scientist who terminates employment due to disability after ten (10) years of employment as a Regular Clinical Laboratory Scientist of the Employer and who qualifies for Social Security Disability Income.
4. **Early Retirement:**
A Clinical Laboratory Scientist who terminates employment after age fifty-five (55) with ten (10) or more years of service as a Regular Clinical Laboratory Scientist.

For employees hired on or after September 1, 1986, fifteen (15) or more years of employment as a Regular employee of the Employer shall be required under 1. through 4. above and 5. below for eligibility for Senior Advantage coverage described above.

Employees who meet the eligibility standards set forth in 1. through 4. above must be eligible for and participating in Parts A and B of Medicare. Covered spouses of such employees must also enroll in Parts A and B of Medicare when eligible.

Employees retiring under the Early or Disability provisions referenced in 3. or 4. above shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage at the Employer's expense (or the dual choice option of NYLIC) upon becoming eligible for and participating in Parts A and B of Medicare provided that at the time of retirement the employee exercises his/her health plan conversion privileges for himself/herself and eligible dependents including eligible domestic partners and maintains such coverage until becoming eligible under this Section.

For early and disability retirees who retire after January 1, 1993, the requirement that employees must maintain Kaiser coverage during the period from early retirement to age sixty-five (65) in order to qualify for coverage at age sixty-five (65) is eliminated.

5. Medicare-eligible employees who retire prior to August 1, 1996, along with their Medicare-eligible dependents, will be allowed to retain their existing coverage presently described as "MS" or may choose to enroll in the Senior Advantage Plan provided they meet eligibility requirements. Such Medicare eligible retirees and dependents who retire on or after August 1, 1996, will be required to enroll in the Senior Advantage Plan. The medical benefits that retirees received from the Senior Advantage program will continue to be the same as those described as "SS" coverage in Article VII, Section 7.01 a). Retirees covered by Senior Advantage must receive medical care at Kaiser Permanente facilities in order to receive benefits. If individuals covered under this plan move outside the Kaiser Permanente service area, and do

not elect the alternate New York Life Plan, Kaiser Permanente will offer its Out of Area Group plan. However, effective January 1, 1997, such Medicare-eligible retirees and their dependents will be required to pay that amount of the Out of Area retiree group rate which is in effect on January 1 of each year. Dependents who are not yet Medicare-eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage.

6. Cost for post-retirement medical coverage for employees who retired prior to January 1, 1998, or retire on or after January 1, 2003, and meet the eligibility requirements for retiree medical coverage, shall be paid by the Employer.

7.02 Eligible Dependents

Eligible dependents shall include spouse, domestic partner, unmarried children up to age twenty- six (26), disabled dependents who became disabled prior to age twenty- six (26), legally adopted children, children placed with the employee for adoption, you or your spouse or your domestic partner's grandchild who meets grandchild eligibility and age requirement, and for other persons under the age limits for whom the employee is the court appointed guardian and chief support.

*The disability must begin and the child must be enrolled in coverage before he or she reaches the age of limit.

7.03 Effective Date

Hospital-medical-surgical, and drug coverage for an employee and his/her dependents shall become effective the date that the employee becomes a Regular employee.

7.04 Changes in Plan

An employee may change from one hospital-medical-surgical plan to another on January 1st of any year, provided (s)he submits a notice in writing to the Employer's Employee Relations Department of his/her desire to change plans before the previous December 1st.

7.05 Dependents Otherwise Covered

An employee's dependents who otherwise receive Kaiser Foundation Health Plan coverage by virtue of eligibility or membership through employment with another employer with benefits at least equal to those received by dependents under the Employer's plan referred to above, will not be eligible for Employer-paid dependent coverage.

7.06 Insurance

- a) Group Life Insurance:

Effective March 1, 1978, the Employer will at its expense provide each Regular

employee with five thousand dollar (\$5,000) Group Life Insurance and five thousand dollar (\$5,000) Accidental Death and Dismemberment coverage, effective the first day of the month following that in which the employee becomes a Regular employee.

b) Short/Long Term Disability Insurance:

1. Short Term Disability Insurance shall be provided to employees with less than two (2) years of employment. This benefit shall provide 50% income replacement for a duration up to one (1) year.
2. Long Term Disability Insurance shall be provided to employees with two (2) or more years of service. This benefit shall provide 50% income replacement for a duration up to five (5) years.

7.07 Dental Plan

The Employer will at its expense provide a dental plan at ninety percent (90%) reimbursement of reasonable and customary charges, except fifty percent (50%) reimbursement for bridges and dentures.

Eligible dependents for Dental Insurance

- children under the age of 25
- unmarried children
- children who reside with you at least 50% of the time and depend on you for at least 50% of their financial support, or are eligible to be claimed as a dependent on your federal income tax return (special IRS rules apply to children of divorced parents; consult with your tax advisor for more information)

In addition the Employer will provide fifty percent (50%) reimbursement per corrective orthodontic services up to twelve hundred dollars (\$1200) individual lifetime maximum for eligible dependent children under nineteen (19) years of age effective January 1, 2016. Effective October 1, 1980, increase basic coverage to age twenty-five (25) for dependent students. Effective January 1, 2001 student status is no longer required for eligible dependents.

7.08 Annual Physical Examination

When an employee is notified of the need to take his/her annual physical examination, (s)he may select a Permanente Medical Group physician of his/her choice from the Department of Medicine, but if (s)he fails to secure an appointment for his/her physical examination within thirty (30) days following notification, the Employer may assign a Permanente Medical Group physician to make the examination.

7.09 Healthcare Reimbursement Account (HRA)

Effective January 1, 2010, the parties agreed to establish a Healthcare Reimbursement Account (HRA) for bargaining unit employees. An HRA will be set up for eligible employees who become plan participants when they retire in accordance with the plan document.

The account may be used to reimburse participants for medical, dental, vision and hearing care expenses that qualify as Federal income tax deductions under Section 213 of the Internal Revenue Code. Eligible employees shall convert 80% of unused sick leave, at straight time hourly wage at date of employment termination, accrued during or after 2010 to fund the HRA.

Sick leave hours accrued after 12/31/05 shall not apply towards pension service credit.

To be eligible for the HRA an employee must be at least 55 years old, and have at least 15 years service, and employee must be eligible for KP medical at termination (does not require actual enrollment). Age and service requirements are waived for disability retirement.

PENSIONS

7.10 Contributory 401(k) Retirement Plan

Effective January 1, 1988, the Employer will provide a Contributory 401(k) Retirement Plan as permitted by Section 401(k) of the Internal Revenue Code for all Regular Scientists. It is the intention of the parties that such Contributory 401(k) Retirement Plan shall be a complete substitution for any rights under the Engineers and Scientists of California-MEBA/Kaiser Permanente Pension Trust Fund (ESC-MEBA/KPPTF) as set forth in Appendix D. However, Scientists with rights under the Kaiser Permanente Employees Pension Plan (KPEPP), as described below shall retain such rights.

7.11 Contribution Rates and Eligibility

Effective January 1, 1991, the Employer shall contribute into the Contributory 401(k) Retirement Plan for each eligible Scientist a sum equal to five percent (5%) of the Scientists' gross compensation. Effective January 1, 1991, all record keeping charges associated with the 401(k) Plan will be paid by the Employer. Also, effective on that same date, Scientists will be offered a variety of investment options (at least three (3) including a guaranteed interest option) under the 401(k) Plan. An eligible Scientist for purposes of Employer contributions is defined as a new or present Regular Scientist who has completed one (1) year of employment with the Employer. (Retroactively to March 1, 2003, members of the bargaining unit converted from the Defined Contribution [401(k)] plan to the Defined Benefit [KPEPP] plan)

7.12 Contributions

a) Employer Contributions:

Employer contributions are calculated each pay period and are based on the Scientist's gross compensation in those payroll periods.

b) Employee Elective Contributions:

All Scientists shall be permitted to make elective contributions to the Contributory 401(k) Retirement Plan as permitted by Section 401(k) of the Internal Revenue Code. Such contributions may be made through a payroll deduction plan established by the Employer.

7.13 To Whom Contributions are Paid

The contributions of the Employer or Scientist to the Contributory 401(k) Plan shall be paid to a corporate trustee or custodian designated by the Employer in accordance with ERISA and in compliance with Section 401(k) of the Internal Revenue Code.

7.14 Option for Scientists With Vested Rights in KPEPP

a) Definition:

A Vested Scientist for purposes of this Article shall be defined as a Scientist employed by the Employer on December 31, 1975 who has ten (10) or more years of service and, according to the vesting provisions of KPEPP has a vested right as of December 31, 1975 to benefits under the Plan.

b) Option for Vested Scientists:

Vested Scientists employed by the Employer on December 31, 1975 shall have a one (1) time irrevocable option to select either Option A or Option B below:

Option A – The Scientist shall cease to participate in the KPEPP as of December 31, 1975, and the Employer shall contribute into an Individual Retirement Account on the Scientist's behalf on and after January 1, 1976, as provided in this Article. The Scientist shall retain all vested rights in KPEPP accrued as of December 31, 1975.

Option B – The Scientist shall continue to participate in KPEPP on and after January 1, 1976, and shall not in any way be covered by or subject to the Individual Retirement Account Provisions of this Article.

If the Scientist does not submit a written option by November 15, 1976, such Scientist will be deemed to have selected:

Option A – If the records of KPEPP do not show such Scientist to be vested;

Option B – If the records of KPEPP show the Scientist to be vested.

c) Future Benefits under KPEPP:

The retirement benefits for all Scientists who select Option B above and who retire January 1, 1976 or later, and for those Scientists already retired on December 31, 1975 under KPEPP shall be equivalent to those set forth in the KPEPP for employees covered by the collective bargaining Master Agreement of the Employer, covering the greatest number of employees other than Clinical Laboratory Scientists. Any improvements or increases granted in such Master Agreements are to be granted concurrently to Scientists covered by this subparagraph, provided, however, that already retired Scientists shall only receive such increases or improvements if retired employees under such Master Agreement also receive such increases or improvements. The Union shall be notified by the Employer of any such improvements or increases.

A Scientist vested on December 31, 1975 under KPEPP and who selects Option A above, shall upon retirement receive benefits earned by reason of years of service prior to January 1, 1976 under the benefit formula set forth in KPEPP on December 31, 1975. A Scientist who becomes contingently vested under 7.14 b) below shall upon retirement receive benefits earned for years of service prior to January 1, 1976 under the benefit formula set forth in KPEPP on December 31, 1975.

d) Nonforfeiture of Vested Rights:

In no event will a vested Scientist forfeit any rights vested as of December 31, 1975.

e) Lump sum payments received in December 1986 and on September 1, 1987 by Scientists with vested rights under KPEPP shall be included in calculations of Final Average Monthly Compensation.

7.15 Non-Vested Scientists - Contingent Vesting

This Section 7.14 applies to a Regular Scientist employed by the Employer on December 31, 1975, with more than one (1) year of employment with the Employer, but with less than ten (10) years of participation in KPEPP on that date.

- a) Such Scientist shall not accrue any further benefits under KPEPP on and after January 1, 1976.
- b) Such Scientist's years of service on and after January 1, 1976, shall count for vesting purposes under KPEPP but for no other purpose. If in the future such Scientist attains ten (10) or more years of participation in KPEPP, (s)he shall be deemed vested, but solely and only for benefits earned by reason of years of service prior to January 1, 1976.

7.16 Ninety (90) Day Transfer Rule

a) A Non-Vested Scientist:

A Non-Vested Scientist whose employment with the Employer has terminated, and who, within ninety (90) days thereafter is reemployed by the Employer and who continues in this new employment for one (1) year or more, shall continue to be credited for years of service for contingent vesting purposes under KPEPP as provided in Section 7.14 b) above.

b) A Vested Scientist:

A Vested Scientist who has elected to remain in KPEPP, and whose employment has subsequently terminated, and who, within ninety (90) days thereafter, is reemployed by the Employer and who continues in this new employment for one (1) year or more shall continue to participate in KPEPP.

7.17 Five (5) Year Reinstatement Rule

A Non-Vested Scientist:

A Non-Vested Scientist whose employment with the Employer has terminated and who, at the date of termination had five (5) or more years service in KPEPP credited prior to January 1, 1976, and who, on or after January 1, 1976, is reemployed by the Employer or by a Reciprocating Hospital, and who continues in this new employment for one (1) year or more, shall have years of service after January 1, 1976, credited for purposes contingent vesting as provided in Section 7.14 b) above.

7.18 Retired Scientists

The Employer will continue to provide retirement benefits as provided in the KPEPP for Scientists who have retired pursuant to KPEPP prior to January 1, 1976.

7.19 Savings Clause

If for any reason applicable Federal and State laws (e.g. ERISA and the tax laws and regulations governing qualified retirement plans) deem paragraph 7.09 or the implementation of this paragraph to constitute a full or partial termination of the Kaiser-Permanente Employees' Pension Plan, the provisions of this paragraph shall be void and shall have no further force or effect and the Collective Bargaining Agreement shall be deemed opened for negotiations on the sole subject of pensions or retirement.

7.20 This Agreement contains only a summary of benefit plans. Complete details concerning these benefits are contained in the appropriate provider contracts or plan documents, which are provided to the Union.

7.21 Dependent Care Reimbursement Account

Establish a dependent care reimbursement account under Section 125 of the Internal Revenue Code, allowing employees to pay for dependent care with pre-tax dollars, effective January 1, 1990.

ARTICLE VIII - DISPUTES

8.01 Work Stoppages

The Employer and the Union both acknowledge that the Employer's services to the community differ from those of industries in that they must be carried on continuously, and agree that there shall 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 assure that there will be no strikes, lockouts or work stoppages. Instead, all disputes or other matters of controversy coming within the scope of this Agreement will be settled by the procedure hereinafter provided.

8.02 Probationary Period

During the first ninety (90) days of employment (five hundred twenty (520) hours of work for Short-Hour, Temporary and Casual), employees may be discharged by the Employer without recourse to the grievance procedure.

This section does not apply to entry level CLS. When the individual moves to the permanent CLS position, the probationary period shall include any time served as an entry level CLS.

8.03 Purpose of the Grievance and Arbitration Procedure

The purpose of this procedure is:

- a) To provide opportunity and a framework for discussion of a request or complaint as to meaning or application of this Agreement.
- b) To establish a procedure for processing and settling grievances related to the specific terms and conditions of this Agreement.

8.04 Union Representatives

Duly authorized Union Representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general hospital and clinic rules applicable to non-employees. The Employer agrees to recognize Employee Union Representatives duly

appointed by the Union who may receive complaints and see that the terms and conditions of the Labor Agreement are observed, provided that such activity does not unduly interfere with the work assignments of the Employee Representatives or other employees. The Union will notify the Employer of the names and assignments of all duly appointed Employee Union Representatives.

8.05 Time Limits

The time limits referred to in this Article may be extended or waived only by mutual agreement between the parties.

8.06 Withdrawal

A grievance may be withdrawn at any step of the procedure without prejudice to the rights of any party.

8.07 Step One

Any employee and/or his/her Union representative who believes that (s)he has a justifiable request or complaint relating to the specific terms and conditions of this Agreement may discuss the matter with his/her department head in an attempt at settlement.

8.08 Time for Step One

No grievance may be processed unless Step One was initiated within fifteen (15) working days after (1) the occurrence of any event causing it or (2) the employee becoming aware that a grievance exists. In the event the grievance concerns the discharge of an employee, Step One must be taken within five (5) working days following the discharge.

8.09 Reply

The department head shall give the aggrieved employee and his/her Union representative an answer within five (5) working days exclusive of Saturdays, Sundays and holidays after such discussion is held.

8.10 Step Two

For a grievance to be considered further, it must be filed in writing with the facility administrator or his/her designee within five (5) working days after receipt of the department head's answer. The grievance shall contain reference to contract sections violated, subject of the grievance and remedy requested by the Union. Such grievance shall be discussed by the Union representative and the Administrator or his/her designee at a mutually convenient time within five (5) working days after filing as herein provided. The Administrator or his/her designee shall respond in writing to the grievance within fifteen (15) working days from the date of the hearing in this Step Two. If the answer of the Employer is not appealed to Step Three within ten (10) working days after receipt in writing by the

representative of the Union, the grievance shall be considered settled on the basis of the answer last made and shall not be eligible for further appeal. If the Employer fails to satisfy the time limits for response provided in this Section, the Union may refer the grievance to the next step.

8.11 Step Three

For a grievance to be considered further, written notice of appeal must be filed with the Labor Relations Manager or his/her designee within ten (10) working days after receipt of the answer in Step Two. Such notice of appeal shall state the subject matter of the grievance, the specific provisions of the Agreement alleged to have been violated, and the objections taken to previous answers. When received, the Employer will assign the case number which will be used by both the Employer and the Union when referring to the case in all future correspondence. A discussion and/or hearing concerning the appealed grievance shall take place at the earliest date mutually convenient not more than ten (10) working days following receipt of the notice of appeal, between the Union Representative and the Labor Relations Manager or his/her designee for the purpose of attempting to settle the grievance. Any grievance discussed in such meetings shall be answered in writing by the Labor Relations Manager or his/her designee within ten (10) working days after such meeting. Whenever the Employer renders an answer in writing after the Step Three meeting which is unsatisfactory to the Union, the Union may appeal the grievance to arbitration, as hereinafter provided, by written notice sent to the Labor Relations Manager or his/her designee within ten (10) working days from receipt of such answer. If the answer to this Step Three is not appealed to arbitration as above provided, the grievance shall be considered settled on the basis of such answer and shall not be eligible for further appeal. If the Employer fails to satisfy the time limits for response provided in this Section, the Union may refer the grievance to the next step.

8.12 Step Four

A grievance appealed to this fourth step shall be submitted to an Arbitrator who shall be impartial and who shall be appointed by mutual agreement of the parties. In the event mutual agreement cannot be reached on an Arbitrator within ten (10) working days of receipt of notice of appeal to arbitration, the American Arbitration Association shall be asked to name a panel of five (5) individuals from which one shall be selected by the Parties within five (5) days after receipt of the names provided by the American Arbitration Association.

The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of this Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. Any decision within the jurisdiction of the Arbitrator shall be final and binding upon all concerned.

8.13 Referral Back

Grievances may, by mutual agreement, be referred back for further consideration or

discussion to a prior step, or advanced to a higher step of the grievance procedure.

8.14 Modification of Procedure

The parties are determined that there will be a procedure for the resolution of disputes which works rapidly and equitably to bring such disputes to a final resolution. To this end the foregoing procedure set forth in this Article VIII may be changed at any time by mutual agreement, after experience has demonstrated that any of the foregoing provisions or procedures is not working rapidly and equitably.

ARTICLE IX - PROFESSIONAL PERFORMANCE COMMITTEE

- 9.01 a) A Professional Performance Committee shall be established at each facility, upon the request of the Union, comprised of three (3) Scientists selected by a majority vote of all Scientists at the facility, the Laboratory Manager and two (2) other representatives of the Employer designated by management.
- b) The function of the committee shall be to consider the professional practice of Medical Technology, to study developments in methods and technology.
- c) The Committee may schedule a meeting of one (1) hour per month for which Scientists shall be paid at their straight-time hourly rate of pay. Additional meetings, for which Scientists shall not be paid, may be held if decided by a majority vote of the Committee.
- d) Management agrees to give appropriate consideration to the recommendations of the Professional Performance Committee and to advise the Committee of management's position on such recommendations. Management's response to recommendations by the Committee shall not be subject to the grievance procedure described in Article VIII herein. The Committee shall keep minutes of its meetings, and any management response to recommendations made by the Committee shall be included in such minutes.
- e) The Professional Performance Committee will exclude from any discussions grievances or any matters involving the interpretation of this Agreement.

ARTICLE X - DURATION OF AGREEMENT

10.01 Term and Renewal

This Agreement **should be in full force and effect, except as otherwise specifically provided as of October 1, 2015 and should continue in effect through December 29, 2019 as specified in the National Agreement, Exhibit 3.D., subject to written notice of either party to the other, ninety (90) days prior to the termination date of a desire to amend or terminate this Agreement. In the event no such notices are given, this Agreement shall be deemed to be renewed from year to year, subject, however, to ninety (90)**

days written notice prior to each anniversary date of a desire to terminate or amend this Agreement.

10.02 Adjustments During Term

No adjustments in wages or changes in other benefits will be required of the Employer during the term of this Agreement except as noted herein.

10.03 Enabling Clause

The parties recognize that it may be desirable during the term of this agreement to meet, discuss and to agree upon mutually acceptable changes to matters other than wages. Therefore, by written agreement between the Employer and the Union, other provisions may be substituted for any other provisions of this agreement. Disputes that may arise under this section shall not be subject to the provisions of Article VIII- Disputes.

ARTICLE XI - DOMESTIC PARTNERS

11.01 Effective August 1, 1996, the following benefits and policies shall be offered to employees' domestic partners and their eligible dependents who meet the eligibility requirements as stated in "A" below:

- a. Medical Benefits
- b. Dental Benefits
- c. Bereavement Leave
- d. Post-retirement Medical Benefits

A. Eligibility

In order for an employee to be eligible for domestic partner benefits provided in this Agreement, he/she and the individual for whom benefits are being applied, must provide a completed Affidavit of Domestic Partnership as requested by the Employer. For purposes of this Agreement, a domestic partnership is one in which the employee and the domestic partner both meet all of the following requirements:

- 1. Live together, sharing the same living quarters as a primary residence, in an intimate, committed relationship of mutual caring;
- 2. Have no other domestic partner at this time;
- 3. Are responsible for each other's basic living expenses during the domestic partnership, and agree to be financially responsible for any debts each other incurs as a direct result of Kaiser Permanente's extension of benefits to their domestic partner;
- 4. Are not married to anyone;

5. Are 18 years of age or older;
 6. Are not related to each other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent, or grandchild; and
 7. Have not been covered by Kaiser Permanente sponsored benefits with another domestic partner at any time during the last 12 months.
- B. The Employer's provision of insurance benefits to domestic partners and their eligible dependents will be in accordance with applicable federal and state laws, withholding tax requirements and Internal Revenue Service requirements.

NOTE: Also include the addition of "Domestic Partner" in the applicable sections to conform with a., b., c., and d. above.

ARTICLE XII – LABOR/MANAGEMENT PARTNERSHIP COMMITTEE

12.01 Laboratory Scientist's Labor-Management Committee (LSLMC)

- a) A Laboratory Scientist's Labor-Management Committee (LSLMC) shall be established in the Northern California region. The committee shall be comprised of equal numbers of union and employer appointees. All decisions of the committee shall be by consensus, utilizing an interest-based problem solving process.
- b) The function of the Committee shall be to serve as an oversight body for laboratory activities in the region. The exercise of these functions shall include ensuring that each facility has a local steering committee in place, coordinating and communicating with those committees. In addition, the LMP committee shall be responsible for initiating and improving cooperation with all laboratory-related bodies, instituting wherever practical, labor participation. Examples of such bodies shall include, but not be limited to, utilization, laboratory managers, budget and quality team.
- c) The LMP Committee shall not engage in collective bargaining (unless expressly authorized to do so by the party's respective labor relations staff) nor shall it address matters reserved to the grievance procedure (unless expressly authorized to do so by the party's respective labor relations staff).
- d) Meetings of the above committee shall be held as mutually agreed but not less than once every three months. All such meetings shall be held during normal working hours with no loss of pay for any members.
- e) Disputes arising from matters addressed by the committee shall not be subject to the grievance procedure; they may, however, be referred to the national dispute resolution process.

12.02 Local Steering Committee (LSC)

- a) Each facility (or combination of facilities where appropriate) shall establish an LSC under the governance of the service area labor management partnership team. All decisions of the committee shall be by consensus, utilizing an interest-based problem solving process.
- b) The purpose of the LSC shall be to review the operating needs of the laboratory with the long-term mission of achieving joint governance of the laboratory.
- c) It shall further be responsible for determining, within the limitations of the budget allocation, appropriate staffing levels by quantifying the number of technical staff needed (based on overtime utilization, leave [sick, vacation, etc.] demand for licensed benchwork) and developing methods of implementing alternative work schedules such as staggered starting times, flexible work hours, **weekends only positions with 10% differential, use of Sr. CLS II**, etc.
- d) The local committee (either the contractual LSC or scheduling) shall assess and evaluate the CLS and MLT schedules. They are further encouraged upon completion, to develop processes for CLS' to administer their schedules.
- e) The membership of the committee shall comprise an equitable balance of management and labor appointees including the laboratory manager, the laboratory director or her/his designee(s), ESC/IFPTE #20 members, appointed by the union and union-appointed members of any other partnership union(s) representing workers in that laboratory.
- f) Meetings of the above committees shall be as mutually agreed but not less than once a month except that meetings may be cancelled by mutual agreement of all parties. All such meetings shall be held during normal working hours with no loss of pay for any members.
- g) Disputes arising from matters addressed by the committee shall not be subject to the grievance procedure; they may, however, be referred to the LSLMC.

WITNESS the signatures of the parties hereto as of the date stated in the first line hereof.

The Permanente Medical Group, Inc.

**Engineers and Scientists of California,
Local 20, International Federation of
Professional & Technical Engineers
(AFL-CIO, CLC)**

/s/

Robbie Pearl, M.D.
Executive Director
The Permanente Medical Group, Inc.

/s/

John Mader
President, ESC, IFPTE Local 20

/s/

Jerry Vincent

Regional Director, Employee and Labor
Relations
Kaiser Foundations Hospitals, Inc.

/s/

Michael Aidan
Chief Negotiator, IFPTE Local 20, Sr.
Union Representative/Asst. Executive
Director

/s/

Emily Millar
Chief Negotiator, Senior Employee and
Labor Relations Consultant
Kaiser Foundations Hospitals, Inc.

/s/

Laura Viebrock

/s/

Diane Ochoa, TPMG

/s/

Kathy Smith

/s/

Kathy Alzate-Agustin

/s/

Marjorie Braasch

/s/

Shirley Hanson

/s/

Connie Savoy

/s/

Stephanie Higgins

/s/

Trudy Smith

/s/

Marybeth Kelner, TPMG

/s/

APPENDIX A WAGES

Effective October 4, 2015									
Job Code	Job Title	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 7 Yrs	After 10 Yrs	After 15 Yrs
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
024711	Entry Level CLS	40.3028							
024712	Clinical Laboratory Scientist	45.7074	47.4936	49.3500	51.2782				
024713	Clinical Laboratory Scientist Sr	47.4936	49.3500	51.2782	53.2819	55.3638	57.0278	58.7417	60.5067
024720	Sr Clinical Laboratory Scientist II						59.8792	61.6788	63.5320
024714	Clinical Laboratory Scientist Supv	53.4429	55.5309	57.7004	59.9544	62.2966	64.1686	66.0965	68.0821
	Evening	4.5710							
	Night	6.8560							
	In Lieu	6.8560							
024715	Medical Laboratory Technician	36.1932	37.0112	38.1198	39.2679	40.4423			
	Evening	2.0000							
	Night	3.0000							
	In Lieu	3.0000							
Weekend Only (effective 8/18/2015)									
024730	Entry Level CLS - WK	44.3331							
024731	Clinical Laboratory Scientist - WK	50.2781	52.243	54.285	56.406				
024732	Clinical Laboratory Scientist Sr - WK	52.243	54.285	56.406	58.6101	60.9002	62.7306	64.6159	66.5574
024733	Sr Clinical Laboratory Scientist II – WK						65.8671	67.8467	69.8852
024734	Clinical Lab Scientist Supv - WK	58.7872	61.084	63.4704	65.9498	68.5263	70.5855	72.7062	74.8903

APPENDIX A WAGES

Effective October 2, 2016

		Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 7 Yrs	After 10 Yrs	After 15 Yrs
Job Code	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
024711	Entry Level CLS	41.5119							
024712	Clinical Laboratory Scientist	47.0786	48.9184	50.8305	52.8165				
024713	Clinical Laboratory Scientist Sr	48.9184	50.8305	52.8165	54.8804	57.0247	58.7386	60.5040	62.3219
024720	Sr Clinical Laboratory Scientist II						61.6756	63.5292	65.4380
024714	Clinical Laboratory Scientist Supv	55.0462	57.1968	59.4314	61.7530	64.1655	66.0937	68.0794	70.1246
	Evening	4.7100							
	Night	7.0600							
	In Lieu	7.0600							
024715	Medical Laboratory Technician	37.2790	38.1215	39.2634	40.4459	41.6556			
	Evening	2.0000							
	Night	3.0000							
	In Lieu	3.0000							
Weekend Only:									
024730	Entry Level CLS - WK	45.6631							
024731	Clinical Laboratory Scientist - WK	51.7865	53.8102	55.9136	58.0982				
024732	Clinical Laboratory Scientist Sr - WK	53.8102	55.9136	58.0982	60.3684	62.7272	64.6125	66.5544	68.5541
024733	Sr Clinical Laboratory Scientist II - WK						67.8432	69.8821	71.9818
024734	Clinical Lab Scientist Supv - WK	60.5508	62.9165	65.3745	67.9283	70.5821	72.7031	74.8873	77.1371

APPENDIX A WAGES

Effective October 1, 2017

Job Code	Job Title	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 7 Yrs	After 10 Yrs	After 15 Yrs
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
024711	Entry Level CLS	43.1724							
024712	Clinical Laboratory Scientist	48.9617	50.8751	52.8637	54.9292				
024713	Clinical Laboratory Scientist Sr	50.8751	52.8637	54.9292	57.0756	59.3057	61.0881	62.9242	64.8148
024720	Sr Clinical Laboratory Scientist II						64.1426	66.0704	68.0555
024714	Clinical Laboratory Scientist Supv	57.2480	59.4847	61.8087	64.2231	66.7321	68.7374	70.8026	72.9296
	Evening	4.9000							
	Night	7.3400							
	In Lieu	7.3400							
024715	Medical Laboratory Technician	38.7702	39.6464	40.8339	42.0637	43.3218			
	Evening	2.0000							
	Night	3.0000							
	In Lieu	3.0000							
Weekend Only:									
024730	Entry Level CLS - WK	47.4896							
024731	Clinical Laboratory Scientist - WK	53.8579	55.9626	58.1501	60.4221				
024732	Clinical Laboratory Scientist Sr - WK	55.9626	58.1501	60.4221	62.7832	65.2363	67.1969	69.2166	71.2963
024733	Sr Clinical Laboratory Scientist II - WK						70.5569	72.6774	74.8611
024734	Clinical Lab Scientist Supv - WK	62.9728	65.4332	67.9896	70.6454	73.4053	75.6111	77.8829	80.2226

APPENDIX B
CREDIT FOR PREVIOUS EXPERIENCE

Newly employed Scientists shall receive tenure credit for wage purposes only, based upon their previous experience as licensed Scientists, as follows, provided all position specifications as provided in Appendix "B" are met:

1. Clinical Laboratory Scientist

- a) Two (2) or more years of experience, twelve (12) months credit.
- b) Three (3) or more years experience, twenty-four (24) months credit.

2. Senior Scientist

- a) Five (5) or more years of experience, twelve (12) months credit.
- b) Seven (7) or more years of experience, twenty-four (24) months credit.

All experience described above must have been not more than one (1) year prior to the date of employment by The Permanente Medical Group, Inc. Such experience must have been on a regular, predetermined basis of twenty (20) or more hours per week to be considered under this Section. To be eligible for experience credit, the Scientist must provide sufficient, verifiable proof of any past experience which may justify credit. Experience credit will not be applicable if the past experience cannot be verified by the Employer.

Effective August 27, 1989, all Clinical Laboratory Scientists and Senior Clinical Laboratory Scientists at the start of twelve (12) month tenure steps, who meet the experience credit requirements described above, will be moved to the appropriate higher tenure step.

APPENDIX C POSITION SPECIFICATIONS

Medical Laboratory Technician

Current California State Medical Laboratory Technician license.

Performs and reports waived and moderate complexity tests and exams as classified by CLIA. Exceptions are moderate complexity tests requiring microscopy and immunohematology.

Performs phlebotomy and pre-analytic and post-analytic duties as needed. Requires on-site supervision by California licensed personnel when performing moderate complexity tests according to California Laboratory Law and Regulations.

Entry Level CLS

An entry level CLS can be hired to fill an open CLS position after completing a search for qualified internal and external candidates. The position of entry level CLS is considered interim and shall not exceed six (6) months. The six-month training period is considered to be probationary during which time the employee can be terminated without recourse to the grievance procedure.

This classification shall only apply to:

- Individuals with a valid California CLS license without “current applicable experience.

Based upon the performance of the individual,

- Entry level CLS's will move to the CLS classification after successful completion of the employer-training program. The employee agrees to remain with the employer for a period of not less than one (1) year after completion of the training period.
- Entry level CLS' who do not successfully complete their employee-training program within the specified period of time will be terminated.
- The period of time in Entry Level CLS position will be applied to time in Step 1 of the Clinical Laboratory Scientist. Advancement to Step 2 of the Clinical Laboratory Scientists will be one year from their date of hire as an Entry Level CLS.

Clinical Laboratory Scientist

1. California Scientist license.
2. Less than experience listed for Senior Scientist.

APPENDIX C
POSITION SPECIFICATIONS

3. Perform routine and difficult procedures in a department or routine procedures in all departments.

Senior Clinical Laboratory Scientist

1. California Scientist license.
2. Three (3) continuous years experience with The Permanente Medical Group or equivalent experience with other hospitals or clinics, or a combination of prior experience and PMG experience totaling three (3) years.
3. Ability to perform with minimal supervision either:
 - a) All routine and the most advanced procedures in a department, or
 - b) All of the routine and the more difficult procedures in all departments.
4. Upon completion of requirements 1., 2. and 3. above, Senior status will be granted effective the date such requirements are satisfied. If in the opinion of the Employer a Scientist does not meet the requirements of 3. above the Scientist shall be given the reason for such determination ninety (90) days prior to the completion of the requirements as set forth in item 2.
5. At locations where a single Scientist is employed and where medical staff and equipment indicate advanced technology, the Senior Scientist classification may be specified at management's discretion.

Senior Clinical Laboratory Scientist II

Definition

In addition to all the qualifications and duties performed by the Senior Clinical Laboratory Scientist, the Senior Clinical Laboratory Scientist II (**Sr. CLS II**) must demonstrate the desire to further their knowledge in their field by the study and application of laboratory science and must meet the minimum qualifications as listed **herein**.

Sr. CLS II may contribute to staff development (e.g., training, in-service, internships, new technology evaluation and/or product development, teaching, resource person, etc.).

The compensation level for a Sr. CLSII shall be five percent (5%) greater than rates for their current step of Senior Clinical Laboratory Scientist. Movement up to Sr. CLS II from Sr. CLS and back shall be on the same step to same step basis.

APPENDIX C POSITION SPECIFICATIONS

Minimum qualifications

- 1) Current license to practice as a Clinical Laboratory Scientist in California.
- 2) Senior Clinical Laboratory Scientist, **at Step 6.**
- 3) Attainment of **either:**
 - a) **advanced degree in clinical laboratory science or related field;**
 - b) **clinical laboratory specialist certification as approved by laboratory agencies, e.g., ASCP, AACC, AABB, etc.; or**
 - c) **other advanced clinical laboratory certification (not yet accrediting acknowledged by the laboratory accrediting bodies) as approved by the Laboratory Scientists' Labor-Management Committee (LSLMC).**

Application for Senior CLS II Designation

For Sr. CLS II designation, the Sr. CLS must:

1. **Notify Manager in writing and provide supporting documentation that Sr. CLS meets minimum qualifications for Sr. CLS II designation and**
2. **Enter advanced degree and/or specialist certification information into Kaiser Permanente's human resources information system (HRIS), i.e., MyHR, talent profile.**

The effective date for the Sr. CLS II designation, if approved, will be the first full pay period following the Sr. CLS submission of notification.

Maintenance of Senior Clinical Laboratory Scientist II (SCLS II) designation

1. The Sr. CLS II must continue to complete thirty (30) units (CEUs), every (2) years.
2. **Must maintain active specialty certification without expiration, as applicable.**

Denial of SCLS II designation

Any applicant denied Sr. CLS II designation shall receive a written explanation of the denial.

Appeal process

Any applicant denied the Sr. CLS II designation may appeal the decision **in writing to the LSLMC** within thirty (30) days of notification of denial. Any overturning of the denial will result in the increase in pay to the Sr. CLS II level retroactive to the application

APPENDIX C
POSITION SPECIFICATIONS

date.

Transfers

Sr. CLS II scientists who transfer to another facility will retain their Sr. CLS II status.

Supervisory Clinical Laboratory Scientist

1. A California Scientist or Bioanalyst license.
2. Should be able to perform all duties of a Senior CLS.
3. Demonstrated ability to supervise and competence to perform and check all work required of those supervised, in accordance with applicable CLIA regulations.
4. Ability to write technical policies and procedures.

APPENDIX D
IRA PENSION AGREEMENT CONVERSION

As soon as practical, but no later than May 1, 1984, the present Individual Retirement Account Program set forth in paragraphs 7.09 through 7.13 shall be converted and designated in the CBA as the Engineers and Scientists of California, IFPTE, Local 20 (AFL-CIO)/Kaiser Permanente Pension Trust Fund (ESC IFPTE, Local 20/KPPTF) subject to the following conditions:

1. The current eligibility requirements as set forth in the present IRA Plan shall be applicable to the Pension Plan.
2. The Employer IRA contribution rate (presently five percent (5%) and the current method of calculation and payment shall continue to apply to the Pension Plan.
3. It is understood that this agreement is contingent on IRA qualification. In the event that such qualification is not obtained prior to May 1, 1984, such date shall be extended as necessary but no later than December 31, 1985. Should the IRA not qualify the plan, the present IRA program shall be continued with Crocker Bank as custodian. Crocker Bank will have complete administrative responsibility for enrolling eligible Clinical Laboratory Scientists and for providing the Employer with authorization for individual contributions to authorization. The Employer agrees to provide all reasonable cooperation to enable Crocker Bank to fulfill its responsibilities. Until such time as a new custodial agreement is completed by the Clinical Laboratory Scientists, the Employer will continue to make contributions into the escrow account.
4. All Clinical Laboratory Scientists participating in IRA's will be transferred to ESC IFPTE, Local 20/KPPTF. Clinical Laboratory Scientists who opted for the Kaiser Permanente Employees' Pension Plan as set forth in paragraphs 7.14 through 7.19 shall not have the option to switch to the Pension Plan.
5. No eligible Clinical Laboratory Scientist will have the right to refuse participation in the Pension Plan.
6. Voluntary contributions to the Pension Plan shall be made after payroll taxes are deducted.
7. The administrator and trustee of ESC IFPTE, Local 20/KPPTF will remain unchanged during the term of this bargaining agreement.
8. All administrative responsibilities, such as, but not limited to, enrollment of participants, investment changes, beneficiary designations, forms, educational material/programs, statements, retirements and/or termination distributions shall be the sole responsibility of the Plan administrator and trustee.

APPENDIX D
IRA PENSION AGREEMENT CONVERSION

9. Nothing within the Pension Plan Trust Document shall supersede the terms and conditions of the Collective Bargaining Agreement between the parties.
10. Disputes between the parties relative to the Collective Bargaining Agreement provisions for the Plan shall be resolved within the dispute resolution process as set forth in the Collective Bargaining Agreement.
11. Prior to January 1, 1984, the Employer and ESC IFPTE, Local 20 shall meet with Crocker Bank officials for the purposes of discussing the creation of an interim or escrow account for Employer contributions. If such agreement is satisfactory to Kaiser, ESC IFPTE, Local 20 and Crocker Bank, Employer contributions will cease being paid to Bay View Federal Savings and Loan Association and be forwarded to Crocker Bank on a date acceptable to all parties. Should an agreement not be reached, contributions shall continue to be paid to the Bay View Federal Savings and Loan Association IRA program until contributions can be made in accordance with 3. above.
12. Prior to January 1, 1984, the parties shall meet for the purpose of establishing a Pension Plan document for qualification by the IRS.

APPENDIX E
BIDDING UNITS

(The following listing represents the facility and department structures for Medical Laboratories applicable to the provisions of Article IV – Changes in Employment and Article V – Seniority, or this Agreement

Area/Facility	Medical Center (Hospital) or Testing Unit
Central Valley Labs	Manteca Modesto Stockton MOB
Diablo	Walnut Creek Antioch
East Bay	Oakland Richmond
Fresno	Fresno
Greater Southern Alameda Area Labs	Fremont San Leandro
Marin / Sonoma	San Rafael Santa Rosa
Napa / Solano	Vallejo Vacaville
North Valley Labs	Sacramento Roseville
South Sacramento	South Sacramento
Redwood City	Redwood City Daly City
South San Francisco	South San Francisco
San Francisco	San Francisco
San Jose	San Jose
Santa Clara	Santa Clara
Regional (Berkeley and Marina Way South Richmond)	Chemistry Hematology Microbiology

APPENDIX F
SERVICE PERFORMANCE PAY PROGRAM

1. Wage Structures

Lump sum service performance payments will be made as follows to eligible employees based on service performance as rated by the Kaiser Permanente Health Plan Membership for the years 1999, 2000 and 2001.

Measurement Years: 1999, 2000 and 2001

Performance Targets	Points Improvement	Payout Percentage
Threshold	2	1.5%
Target	3	2.0%
Stretch	4	2.5%

1996 Special Adjustment:

For 1996 only, Kaiser Permanente will pay the threshold performance payout of 1.5% following ratification of a new Collective Bargaining Agreement provided such agreement is ratified on or before June 21, 1996. This 1996 Special Adjustment will be determined by multiplying the employee's total wage compensation for 1995 by 1.5%. To be eligible the employee must have earned \$4,500 in 1995.

Should the 1996 points of improvement meet or exceed either the target or stretch levels referenced above, the percent difference between the threshold payout and the target or stretch payout will be paid on the first pay period after April 1, 1997.

Performance Measurement:

The measurement instrument shall be the Kaiser Permanente Member and Patient Surveys for the following questions:

Thinking of your experiences in the past 12 months, how would you rate Kaiser Permanente on providing you with:

- Personal and responsive service
- Convenient and easy access

APPENDIX F
SERVICE PERFORMANCE PAY PROGRAM

The percent of "very good" and "excellent" response ratings to these questions shall determine the year-end score for the measurement year. Points of improvement shall be determined by subtracting the prior year's year-end score from the measurement year's year-end score.

Payment Formula:

Eligible employees shall receive the percentage payout in accordance with the above schedule based upon the regional points of improvement. To determine the lump-sum payment, the payout percentage shall be multiplied by the employee's total wage compensation for the measurement year(s).

Eligible Employee:

An eligible employee is an employee on the Kaiser Permanente payroll on March 1 following the measurement year and who has earned \$4,500 in the measurement year.

Payment Date:

The first pay period after April 1 following the measurement year.

Kaiser Permanente Member and Patient Surveys:

The Employer reserves the right to modify, add or delete questions on the surveys or to modify the computation for all questions except for the survey question of:

Thinking of your experiences in the past 12 months, how would you rate Kaiser Permanente on providing you with:

- Personal and responsive service
- Convenient and easy access

The administration of the surveys and survey processes shall be determined by Kaiser Permanente.

APPENDIX F
SERVICE PERFORMANCE PAY PROGRAM

DEFINITIONS

Measurement Instrument	The Kaiser Permanente Member and Patient Survey's year-end results.
Survey Questions	Personal and responsive service Convenient and easy access
Response Ratings	Percent of responses within the categories of "very good" and "excellent" for the above two survey questions.
Measurement Year	January 1 - December 31, 1999 January 1 - December 31, 2000 and January 1 - December 31, 2001
Payment Date	The first pay period after April 1 following the measurement year.
Year-End Score	The response rating for the years ending 1999, 2000 and 2001.
Points of Improvement	The amount by which the measurement year's year-end score exceeds the prior year's year-end score: Example: [Year-end 1996 score] - [Year-end 1995 score] = Points of Improvement for 1996.
Performance Targets	Designates the points of improvement at the end of the measurement year for the survey questions.
Performance Target Categories	Threshold Target Stretch
Payout Percentage	The percent of lump-sum payment that corresponds to the performance targets.
Payment Formula	The payout percentage designated by the performance targets multiplied by an employee's total wage compensation for a measurement year.
Eligible Employee	An employee on the payroll as of March 1 following the measurement year and who has earned \$4,500 in the measurement year.

APPENDIX G
TITLE CONVERSIONS

All references denoted below shall be changed within the Collective Bargaining Agreement.

FORMER TITLE

NEW TITLE

Technologist	Scientist
Laboratory Technologist	Clinical Laboratory Scientist
Medical Technologist	Clinical Laboratory Scientist
Senior Medical Technologist	Senior Clinical Laboratory Scientist
Supervisory Medical Technologist	Supervisory Clinical Laboratory Scientist
Licensed Technologist	Licensed Clinical Laboratory Scientist
Licensed Medical Technologist	Licensed Clinical Laboratory Scientist

Furthermore, both parties agree to comply with requirements that may be necessary to clarify these name changes with the National Labor Relations Board. There is no intent to change the bargaining unit, its scope nor definition, but rather to only change the names of the existing classifications outlined in the Collective Bargaining Agreement to current terminology.

APPENDIX H
SIDE LETTER OF AGREEMENT – MUTUAL PROBLEMS

THE PERMANENTE MEDICAL GROUP, INC.
AND
IFPTE, LOCAL 20
CLINICAL LABORATORY SCIENTISTS

The Permanente Medical Group, and ESC/IFPTE, Local 20 (The Parties) agree to meet on a periodic basis at the request of the other party to discuss mutual problems and issues impacting clinical scientists employed by the Permanente Medical Group, Inc. Such meetings, including times 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.

Time spent by employee representatives during these meetings shall not be compensated for by the employer.

This Side Letter of Agreement shall not be subject to Article **VIII**- Disputes of the collective bargaining agreement, nor shall this Side Letter of Agreement be subject to the grievance/arbitration process outlined in Article **VIII**- Disputes.

APPENDIX I
SIDE LETTER OF AGREEMENT - MLT

Tentative Agreement

June 2, 2010

4:30 p.m.

The Permanente Medical Group, Inc. and Engineers and Scientists of California, Local 20, IFPTE AFL-CIO & CLC mutually agree the classification of Medical Laboratory Technician (MLT) will be covered by the current Clinical Laboratory Scientist collective bargaining agreement with the following exceptions/understandings:

I. Medical Laboratory Technician (MLT):

It is the intent of Kaiser Permanente to utilize the MLT classification in compliance with the regulatory guidelines. No existing Clinical Laboratory Scientist will be laid-off or have their hours reduced as a direct result of the implementation of the MLT classification.

During the initial integration process concerns regarding the MLT classification will be discussed and reviewed by the parties as needed in the LSLMC committee. These discussions will not be binding or subject to the grievance procedure.

II. Advanced Hire Criteria: Not Applicable.

III. Relief Pay in Higher Classifications: Not Applicable.

Reminder: The MLT Side letter reads as follows:

The Permanente Medical Group, Inc. and ESC/I.F>P.T.E., Local 20 (The Parties) agree that in the event the classification of medical laboratory technician (MLT), as defined by the State of California regulations, is created, it shall be a covered employee under Article I – definitions, section 1.01. Upon request of either party, negotiations shall commence utilizing the interest based bargaining (IBB) process to establish the wages, hours and other terms and conditions of the employment of medical laboratory technicians. These negotiations shall be conducted under the auspices and oversight of the region-wide laboratory oversight committee.

Unions 7-3-08 Proposal:

APPENDIX I
SIDE LETTER OF AGREEMENT - MLT

Job Postings:

CLS' are eligible to bid on posted MLT positions. A CLS who successfully obtains a posted MLT positions will move to the MLT wage structure and work within the scope of the MLT licensure. Parties agree to continue discussion or implementation of MLT role utilizing LSLMC.

*During the term of this agreement, at the request of either party, the parties agree to meet and discuss shift differentials and/or longevity steps at such time that the MLT classification meets the hard to recruit criteria outlined by the Workforce Planning and Development Subgroup.

/S/
Diane Ochoa
TPMG
Date

/S/ 6/2/2010
Michael Aidan
IFPTE Local 20,
Date

/S/
Betty Sargent
Labor Relations
Date

/S/ 6/2/2010
Connie Savoy
IFPTE Local 20
Date

/S/
Stephanie Higgins
TPMG
Date

/S/
Howard Koo
TPMG
Date

APPENDIX J
LETTER OF AGREEMENT – IMMEDIATE PAST SERVICE CREDIT

“Immediate” Past Service Credit for Local 20 Clinical Laboratory Scientists

For Clinical Lab Scientists on the payroll as of March 1, 2003 and who were previously covered by Employer contributions to the 401k plan, Past Service Credit for years prior to 2006 will be granted under the following provisions. For purposes of determining Credited Service for the “look back” period, a total of 1,800 compensated hours will be considered as a full year; partial years of Credited Service will be granted based on 1800 compensated hours. A maximum of three (3) Credited Service years will be granted under this “look back” provision. This provision does not impact Clinical Lab Scientist who chose to remain in KEPP after December 31, 1975. In determining the number of years to be included in the “look back” period, the employee’s scheduled hours in effect as of 1/1/2005 will be used.

For 2006, Clinical Lab Scientists who were scheduled to work at least 32, 36 or 40 hours as of 1/1/2005 and who were scheduled to work at least 32, 36 or 40 hours for the entire year of 2005, up to 1 year will be granted under the Plan for 2005 based on compensated hours.

For 2006, Clinical Lab Scientists who were scheduled to work at least 36 or 40 hours as of 1/1/2005 and who were scheduled to work at least 36 or 40 hours for the entire year of 2004, up to 1 year will be granted under the Plan for 2004 based on compensated hours.

For 2006, Clinical Lab Scientists who were scheduled to work 40 hours as of 1/1/2005 and who were scheduled to work 40 hours for the entire year of 2004, up to 1 year will be granted under the Plan for 2003 based on compensated hours.

<u>/s/ Ben Hudnall</u>	<u>2/14/06</u>	<u>/s/ Henry Diaz</u>	<u>2/21/06</u>
IFPTE Local 20	Date	The Permanente Medical Group	Date

APPENDIX K
ADVANCED HIRING CRITERIA
(in addition to current contract language)

CLS ADVANCED DEGREES/CERTIFICATIONS

1. For Advanced Degrees in clinical laboratory science or related field: 12 months tenure credit for wage purposes only.

OR

2. For Advanced Clinical Laboratory Certifications (e.g., SBB, SH, etc.): 12 months tenure credit for wage purposes only.
3. All new hires that meet this requirement in the 12 months prior to this agreement will be adjusted to the appropriate step but without retroactive pay.

CLS STUDENTS WITH KP INTERNSHIPS

1. One year of tenure credit for wage purposes only for any CLS student who has completed their internship in a Northern California Kaiser Permanente Laboratory within the previous 6 months of hire. If not hired within 6 months, will start at Step 1.
2. All new hires that met this requirement in the 12 months prior to this agreement will be adjusted to the appropriate step but without retroactive pay.

NEW HIRES WITH PREVIOUS NON-CLS LABORATORY EXPERIENCE

1. New hires who have no work experience as a CLS or MLT, but do have experience in a clinical laboratory, will not receive credit for work experience under this agreement.
2. Newly employed Clinical Laboratory Scientists shall receive one (1) year tenure credit for salary purposes only for every two (2) years of previous experience as an MLT within the last five (5) years prior to the date of employment with a maximum credit of two (2) years.

APPENDIX L
SIDE LETTER OF AGREEMENT – STEWARD TIME

Based on the National Agreement between the Coalition of Kaiser Permanente Unions and Kaiser Permanente, Local 20, Engineers and Scientists of California (IFPTE AFL-CIO & CLC) covering Clinical Laboratory Scientists, will be provided eight (8) hours per month for stewards to participate in training and development. Stewards that attend the training on a regularly scheduled day of work shall receive up to the amount of wages that he/she would regularly receive. The employer and the Union recognize that principle that there shall be no loss of wages for Partnership activities.

APPENDIX M

CLS EXTERN

The following is agreed and understood by both parties:

Purpose:

- At the discretion of management, to provide a paid position for approved students who:
 1. Have completed their CLS internship at a NCAL Kaiser Permanente facility.
 2. Are waiting to receive their California State CLS license form the state, and
 3. Intend to apply for a CLC position with Kaiser Permanente.

Scope: See job description.

Duration:

- The CLS Extern position is in place for individuals for not more than 90 days. If the CLS Extern fails to pass the California State CLS exam within the 90 day period, their employment from KP will be terminated effective the 91st calendar day.

Bargaining Unit Seniority

- Date of hire into the Extern position.
- Application of seniority follows Article V.

Probationary Period:

- Probationary Period starts with the date of hire to a permanent CLS position.

Hire After License:

- Once CLS Extern obtains their California State CLS license, they should apply for an open Kaiser Permanente CLS position.

Compensation:

- Extern position extends the educational stipend (Currently \$2000.00 per month).
- Full time (40 hours/week), non-exempt hourly rate of \$11.5387.

APPENDIX M
CLS EXTERN

<u>/S/</u>		<u>/S/</u>		6/2/2010
Diane Ochoa		Michael Aidan		
TPMG	Date	IFPTE Local 20,	Date	
<u>/S/</u>		<u>/S/</u>		6/2/2010
Teri Vaziri	11/4/2011	Concepcion Savoy		
Labor Relations	Date	IFPTE Local 20	Date	
<u>/S/</u>				
Kathy Alzate-Agustin	Date			
<u>/S/</u>				
Stephanie Higgins	Date			

APPENDIX N
LOCAL AGREEMENT FOR 4/40 WORKWEEK
(Template Agreement)

This agreement, effective insert date, amends the collective bargaining agreement between the Kaiser Permanente Medical Care Program (hereinafter referred to as the Employer) and ESC-IFPTE Local 20 (hereinafter referred to as the Union) for purposes of establishing a ten-hour four-day work week (4/40 work week) for regular employees within the **Laboratory Sciences** Department at Kaiser Permanente Medical Center, Street Address, Town/City, California.

The parties acknowledge that at least two-thirds of the affected regular employees have voluntarily agreed in writing to work a regularly scheduled work week of four days of ten hours each. However, in those situations involving 20 hour and 30 hour employees, a regularly scheduled work week shall consist of two days of ten hours each and three days of ten hours, respectively. In no case shall this agreement be extended beyond one year without the mutual agreement of both parties. Unless otherwise provided below, all other provisions of the collective bargaining agreement shall remain in force.

- a) The overtime provisions of Article VI, Section 2 are modified. The following provision with regard to the payment of overtime will be employed: Any employee on a schedule of four-ten hour days established pursuant to this section who is required or permitted to work more than four (4) workdays, after having worked forty (40) straight time hours, shall be compensated at the rate of not less than one and one-half (1½) times the employees' regular rate of pay for the first eight hours on such additional workdays, and double the employee's regular rate of pay for work in excess of eight hours on those workdays. Employees on a 4/40 work schedule shall be paid at the rate of time and one-half (1½) for all hours of work performed in excess of 10 hours in any work day and double the straight time hourly rate of all hours worked in excess of twelve (12) consecutive hours in any work day. This agreement is based upon the current overtime provisions of Section 3 (B), (3) of the California State Industrial Welfare commission orders. In the event that the aforementioned provision is changed, these rates will not change without re-negotiations.
- b) For purposes of accrual, paid sick leave, vacation, holidays, funeral leave and educational leave shall be converted to hourly equivalents. Employees shall be allowed to utilize such accrued time on the basis of their actual straight time scheduled hours. However, for holidays only, employees covered by the 4/40 agreement shall be allowed to utilize their maximum eighty (80) hours of holiday benefits in ten hour increments on the seven scheduled holidays and one floating holiday (the other two float holidays will be eliminated). If a holiday occurs during a vacation period or regularly scheduled day off (Monday through Saturday inclusive), the Optometrist shall be granted an additional day off.
- c) When scheduling changes are necessary, and mutually satisfactory, modified schedules cannot be arranged, the Employer will first seek volunteers to fill the

APPENDIX N
LOCAL AGREEMENT FOR 4/40 WORKWEEK
(Template Agreement)

modified schedules. If there are insufficient volunteers, the modified schedules will be assigned by inverse order of bargaining unit seniority among Optometrists.

- d) Any dispute arising out of the application or interpretation of this 4/40 agreement or the master agreement as it relates to the 4/40 program shall not be subject to the grievance procedure. However, either party may cancel this agreement with (30) calendar days written notice.

Unless cancelled in accordance with Paragraph (d) above, this agreement shall remain in effect through insert date.

This agreement pertains to the **Laboratory Sciences** Department at Kaiser Permanente Medical Center, Street Address, Town/City, only, and shall not constitute a precedent for either party, and has been initiated at the mutual request of the employer and the employees.

APPENDIX O

SIDE LETTER OF AGREEMENT – FPD



Kaiser Permanente
And
ESC/IFPTE - Local 20 - CLS
Re: Pro-ration & Scheduling of Flexible Personal Days

Dispute: Should part-time employees in the bargaining units represented by Local 20 receive payment for available accrued FPD hours based upon actual hours scheduled on a day taken as an FPD rather than payment based on a pro-rata number of hours for the day?

Part I

As a full and complete settlement to the above referenced dispute, the Employer and the Union agree to the following terms and conditions pertaining to the pro-ration and scheduling of five [5] flexible personal days [FPDs].

- The one [1] employee birthday and two [2] float holidays will remain outside of the FPD bank (this shall not be construed to mean there is such an item as an "FPD bank" or that any agreement has been reached to create such an item).
- Birthday and float holidays will be provided/ paid in increments equal to the scheduled work day.
- Managers will be instructed to treat the above holidays in the same manner as FPDs, requiring two weeks notice for approval to use.
- Two [2] designated FPDs will also be provided/ paid in increments equal to the employee's scheduled work day.
- A manager shall code additional hours as sick leave to make an employee whole for the day. Such sick hours must be available in the employee's sick leave bank to utilize this make whole option.
- Managers will note in the local file that these additional sick hours are being used toward FPDs. The utilization of these additional coded hours will not impact the employee's attendance record.
- All other criteria regarding the right to or use of FPDs will apply.

Part II

The parties agree to a monetary settlement as follows.

FTE Status	'06 FPD Pro-Ration Hours*	'06 FPD Settlement Hours	'06 Difference	'07 FPD Pro-Ration Hours*	'07 FPD Settlement Hours	'07 Difference	Total Settlement Hours to be Paid at applicable hourly rate**
.5 (20 hours)	12 hours	24 hours	12 hours	12 hours	24 hours	12 hours	24 hours
.6 (24 hours)	14.4 hours	24 hours	9.6 hours	14.4 hours	24 hours	9.6 hours	19.2 hours
.7 (28 hours)	16.8 hours	24 hours	7.2 hours	16.8 hours	24 hours	7.2 hours	14.4 hours
.8 (32 hours)	19.2 hours	24 hours	4.8 hours	19.2 hours	24 hours	4.8 hours	9.6 hours
.9 (36 hours)	21.6 hours	24 hours	2.4 hours	21.6 hours	24 hours	2.4 hours	4.8 hours

*Pro-Ration Hours reflect the pro-rated (1) BDH and (2) FH's.

Based on scheduled 8 hour shifts with no additional hours worked past FTE status.

APPENDIX O
SIDE LETTER OF AGREEMENT – FPD



**Total Settlement Pay-out applicable to eligible CLS' who have been employed as PT CLS' beginning January 1, 2006 (first pay-period of 2006) and who are currently still on the books. Additionally, there are 32 retirees listed in the payout calculation spreadsheet.

WZ mar '12

- List of Payees = Attachment A

The estate of deceased employees shall receive compensation due although not all names are listed

This settlement is not meant to alter either the requirements of the in effect local collective bargaining agreement [including criteria for right to or use of FPDs] or any provisions of the current National Agreement.

It is agreed and understood by both parties that this is the entire settlement of the grievance regarding prospective scheduling and settlement pay for FPDs, and that no other grievance(s) shall arise out of or in the course of the settlement of this dispute except as may be necessary to enforce this settlement.


The settlement of this grievance shall not constitute precedent for either party, nor shall either party use any portion of this grievance or settlement in any pending or future case of a similar or dissimilar nature. Neither party shall introduce this agreement, nor any of its provisions, as evidence in any arbitration, except as required by law, or as mutually agreed to by the parties.



3/1/12

Employer Representative

Date



2 March '12

Union Representative
Michael Aidan
Sr. Union Representative/
Assistant Executive Director

Date

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