

# **Kaiser – USW, Local 7600**

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**LABOR – MANAGEMENT AGREEMENT BETWEEN**

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**Kaiser Permanente Medical Care Programs**

**And**

**United Steel, Paper and Forestry, Rubber, Manufacturing,**

**Energy Allied Industrial and Service Workers International**

**Union, AFL-CIO-CLC (USW, Local 7600)**

**2005 – 2010**

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

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

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## **A G R E E M E N T**

This Agreement, made and entered into this first (1st) day of October 2005, by and between Kaiser Foundation Hospitals, Southern California Permanente Medical Group, and Kaiser Foundation Health Plan, hereinafter collectively referred to as the Employer or their successor(s) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW) AFL-CIO-CLC, hereinafter referred to as the Union.

100      **ARTICLE I - PURPOSE OF AGREEMENT**

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

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

200      **ARTICLE II - RECOGNITION AND COVERAGE**

201      **Recognition**

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

203 Definition of Employees

204 The term “employee” or “employees” as and wherever it is used in this Agreement, shall mean and include the employees of the Employer at its hospitals, clinics and business offices in the Counties of San Bernardino and Riverside, and any clinics in localities immediately adjacent to the County of San Bernardino, but specifically excluding the Counties of Los Angeles and Orange, who are assigned to classifications and rates set forth in the Appendix of this Agreement, and to any other classifications which may be established within the scope of the duties now included within these classifications; provided, however, that supervisory employees and the classifications of registered nurse, registered pharmacist, confidential secretary, assistant laboratory technologist, laboratory technologist, medical librarian, x-ray technician, physical therapist, nurse anesthetist, medical research secretary, optician, optometrist, orthoptic technician, Administrative Staffing Clerk, and all members of the Human Resources Office are excluded from the Bargaining Unit.

205 Local Working Conditions

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

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

208 In no case shall local working conditions be effective to deprive any employee of rights under this Agreement. Should any employee believe

that a local working condition is depriving them of the benefits of this Agreement, they shall have recourse to grievance procedure and arbitration, if necessary, to require that the local working condition be changed or eliminated to provide the benefits established by this Agreement.

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

212 Subject to the provisions of Paragraph 211, immediately preceding any local working condition hereafter agreed to between any supervisory employee or other representative of the Employer with any individual employee, group of employees, local or International Representatives of the Union shall be only a temporary agreement, subject to termination on twenty-four (24) hours notice by either the Labor Relations Representative representing the Employer, or the International Representative of the Union, unless and until the same is reduced to writing and executed on behalf of the Employer and the Union by either the Labor Relations Representative representing the Employer or the International Representative of the Union. However, such agreement shall be observed by the Employer and the Union prior to termination as aforesaid.

300 ARTICLE III - MANAGEMENT

301 The management of the Employer's facilities and the direction of the working forces, including the right to hire, discipline, suspend or discharge for just cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer, provided that this will not be used for purposes of discrimination against any employee.

302 Supervisory Employees

303 The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise effect changes in the status of employees or effectively recommend such action. Supervisory employees will not normally perform duties performed by employees falling within the scope of this Agreement except for training, emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer.

304 Personnel File Inspection

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

400 ARTICLE IV - UNION SECURITY AND REPRESENTATION

401 Union Shop

402 All employees covered by this Agreement shall, as a condition of employment, within thirty (30) days after beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union to the extent of paying the periodic dues and the initiation fees uniformly required of all Union members; provided, however, that the Employer shall not be obliged to discharge any employee for failure to apply for, or continue membership in the Union until such time as the Union notifies the Employer in writing and can supply or the Employer can hire, a competent replacement. A list of new hire and terminations shall be provided monthly by the Employer.

403 Checkoff

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

405 Dues for a given month shall be deducted from each paycheck which an employee receives in the succeeding month; deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization cards.

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

407 As provided by Federal law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled, and any agency of the employees local United Way, City of Hope, or American Heart Association shall be used in compliance.

408 Indemnity

409 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or be reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

410 Nondiscrimination Because of Union Membership

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

412 Non Discrimination

413 The Union and Employer agree there shall be no discrimination by either of the parties because of race, religion, national origin, color, creed, gender, gender identity, age, sex, physical or mental disability, veteran status, sexual orientation, ancestry, marital status, or medical condition as defined by federal and state laws.

414 Union Representation

415 Grievance Committee

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

417 Assistant Grievance Committee

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

419 Preferential Seniority

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

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

422 It shall be the duty of the Union to provide the names of employees serving as officers or Grievance Committeepersons to the Employer, and to maintain this information whenever changes occur.

423 Union Business Leave

424 An employee who becomes a full-time Union Representative may request and receive a leave of absence for union business for one (1) year, subject to renewal. No Employer paid benefits will apply to any part of a union business leave of absence. The employee shall continue to accrue continuous service during the union business leave. (Refer to September 7, 2004, Letter of Understanding for additional information.)

425 Safety Committee Representatives

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

427 Human Rights Committee

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

429 Quarterly Meeting

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

431 Volunteers

432 The volunteers' role in the Medical Centers and other locations represented by United Steelworkers, Local 7600 is to provide services to patients/members that may not otherwise be offered. Volunteers will not be assigned to replace or be used in lieu of Union personnel in the performance of the typical duties of their classification.

433 Special Job Training Programs

434 The use of job training program participants (e.g., Summer Youth Employment Program) will not cause a reduction of hours for bargaining unit employees or be used to fill positions previously occupied by bargaining unit employees.

500 ARTICLE V - NO STRIKE AND NO LOCKOUT

501 The parties recognize that a hospital renders vital services to the community and for humanitarian reasons, they agree that there shall be no lockouts, no strikes, nor interruptions or impeding of work during the term of this Agreement. No officer or representative of the Employer or the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

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

600 ARTICLE VI - CLASSIFICATIONS AND RATES OF PAY

601 Schedule of Rates

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

603 Wage Structures

604 All employees will be paid in accordance with the Wage Schedules and Wage Rates which appear as Appendix A and Appendix B to this Agreement and shall be effective October 1, 2005.

605 New hire employees will be hired into the following Wage Structures. Employees on the old Service and Maintenance Wage Structure will be placed on the new Support Services Wage Structure in the following manner:

CLERICAL STRUCTURE

Start Rate	6 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	5 Year Rate (Maximum)
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EQUIPMENT SERVICES STRUCTURE

Start Rate	6 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	5 Year Rate (Maximum)
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PATIENT CARE STRUCTURE

Start Rate	6 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	5 Year Rate (Maximum)
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SUPPORT SERVICES STRUCTURE

Old Structure (Frozen Structure Still Applicable)

			Start Rate	90 Day Rate	1 Year Rate
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New Structure (Community Based Structure)

Start Rate	6 Month Rate	1 Year Rate	2 Year Rate	3 Year Rate	5 Year Rate (Maximum)
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TECHNICAL STRUCTURE

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

607 Base Hourly Rate

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

609 Longevity Differentials

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

611 Promotions to Higher Rated Classifications

612 In the event an employee is promoted to a higher rated classification after having completed the probationary period, the rate will be adjusted to the appropriate rate of the same tenured step for the new classification as of the date the employee first assumes the duties of said higher rated classification.

613 Demotions

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

615 Standby Pay

616 Effective July 3, 2006, employees on standby will be paid one-half (1/2) their regular hourly rate of pay up to a maximum of ten dollars (\$10.00) for each hour spent in standby. Effective October 1, 2007 or the beginning of the pay period closest to October 1, 2007, employees on standby will be paid one-half (1/2) of their regular rate of pay up to a maximum of twelve dollars (\$12.00) for each hour on standby. Actual work time shall begin when the employee arrives at the facility, and shall end when the employee leaves, provided however, that the employee shall be guaranteed a minimum of two (2) hour's work or pay for each time called in. An employee shall receive time and one-half (1 1/2) the regular rate of pay, rather than the standby allowance, for all hours actually worked or guaranteed during the standby period.

617 Reporting Pay

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

- 619 At the Employer's discretion, the employee(s) who report may be assigned to other work of the same general level of work for which qualified in lieu of their being released. Employees who refuse the alternate assignment will not receive reporting pay.
- 620 In the event no alternate work is available, reporting time may be determined as being allowed time (no work performed) and the two (2) hours will be paid. Any allowed time hours paid shall not be counted as hours worked during the normal workday or normal workweek, and shall not count toward overtime.
- 621 Hours actually worked under this provision shall count toward the payment of overtime.
- 622 The provisions of this section do not apply in the event that:
- 623 Strikes, work stoppages in connection with labor disputes, or failure of utilities, or acts of God interfere with work being provided; or
- 624 An employee is not put to work or is laid off after having been put to work, either at his/her own request or due to his/her own fault; or
- 625 The Employer gives such reasonable notice, as determined by the Employer and the Union, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.
- 626 Minimum Call-In Pay
- 627 An employee called in to work on a regular day off will receive a minimum of four (4) hours call-in pay at the base hourly rate. Should work become unavailable, at the Employer's discretion, the employee may be assigned to work of the same general level for which qualified. Employees who refuse alternate assignment will receive pay for those hours actually worked.
- 628 Call-in hours shall count toward the determination of overtime.

629 Travel Allowance

630 Employees required to travel during work hours will be paid a mileage allowance equal to the Employer's prevailing mileage allowance.

631 Employees who are required to report to a work location other than their regular work location will be paid such mileage allowance for all miles exceeding their normal home to regular work travel distance. This provision is not applicable to employees whose regular work schedule involves reporting to more than one location as a condition of employment.

632 Work Performed Above Classification

633 Employees who work four (4) or more hours on a higher rated classification during a shift shall be paid the applicable rate of the higher rated classification for the full shift. It is Management's right to utilize qualified employees from out of classification to perform work prior to overtime being offered within classification. An employee performing work of a lower rated classification would not suffer a reduction in wages.

634 Witness Pay

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

636 Miscellaneous Compensation

637 Jury Duty

638 An employee called for jury service will be excused from work on days which he/she serves, and shall receive his/her regular straight time day's pay. Employees shall receive paid leave for jury duty for duration of jury service. On any day an employee is summoned for jury service, such employee shall be excused from their work shift for that entire day even though released early from jury service, provided however, there shall be no objection if an employee returns to work upon their early release on their own accord. The employee must show proof of jury

service. There shall be no offset to employees' pay nor collection of jury duty pay provided by the courts.

639 Bereavement Leave

640 Effective the first day of the month following eligibility, all health and welfare benefit-eligible employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternate Compensation Program. Upon the death of an immediate family member,

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

employees may request up to three (3) days paid bereavement leave to be taken on scheduled days of work. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

641 For deaths of immediate family members whose home or place of burial is over three-hundred (300) miles distance from the employee's home, up to two (2) additional days of paid bereavement leave may be taken for travel purposes. Such additional days when combined with bereavement leave provided in Paragraph 640 will be taken on scheduled days of work. Upon the death of an employee's spouse, parent, or child, an additional one (1) week leave of absence, without pay, will be granted upon request. The above notwithstanding, should an employee request to be paid a forty (40) hour increment of his/her

accrued Vacation, such request will not be denied. However, it is understood that the payment of such forty (40) hour increment will result in the cancellation of an approved/scheduled one (1) week Vacation. Such cancellation will not occur if the employee had one (1) week of accrued Vacation that was banked but not scheduled.

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

643 Scheduled work hours applicable to Paragraph 642 herein shall mean actual hours scheduled prior to the commencement of bereavement leave, or hours that would have been scheduled by application of Paragraphs 1505, 1506, 1507, 1508 and 1522 except for such bereavement leave. In determining the appropriate compensation, the supervisor will review each leave on an individual basis.

644 Uniform Allowance

645 Within the first quarter of the calendar year, Dietary Department, Housekeeping Department, Lift Team and Transportation Department employees shall receive an annual uniform allowance of two hundred and fifty dollars (\$250.00) regardless of status (i.e., full-time, part-time or on-call).

646 Payroll Errors

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

648 Paycheck Records

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

650 Paycheck Distribution

651 Evening shift employees only shall receive their normal paychecks on Thursday prior to the end of their shift. Night shift employees will receive their paychecks prior to the end of their shift falling on Friday.

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

700 ARTICLE VII - HOURS OF WORK AND OVERTIME

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

702 Normal Workday

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

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

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

706 Paid Meal Periods

A. Paragraph 705 shall not apply.

B. The following understanding will apply:

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

707 Normal Workweek

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

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

710 Shift Schedules

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

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

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

713 Shift Differential

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

715 A day shift employee who completes their regular scheduled shift and continues to work into the following shift(s) in excess of four (4) hours, shall be paid the applicable shift differential for all hours worked during the subsequent shift(s).

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

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

718 Schedules

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

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

- 720 Determination of the starting time of the daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of the Employer; provided, however, that any changes made after Thursday of the week preceding the week in which the changes are to be effective shall be explained as soon as practicable to the Grievance Committeeperson of the employees affected; and provided further that the Employer will make no changes in such schedules after Thursday, except for matters beyond the control of the Employer or because of the requirements for the orderly operation of the hospital and the safety of the patients. To the maximum extent feasible, the Employer will give on-call employees at least two (2) hours advance notice when canceling previously scheduled hours.
- 721 Every Other Weekend Off Scheduling
- 722 Every full-time employee in the Fontana Medical Center Hospital Nursing Department in the classification of Licensed Vocational Nurse, Patient Care Assistant, and Unit Secretary; and in the Fontana Medical Center Respiratory Department in the classification of Respiratory Care Practitioner shall be regularly scheduled so that they are assured every other weekend off on a unit and shift basis.
- 723 To the extent practicable and reasonable, part-time and on-call employees in the classifications identified in Paragraph 722 will be scheduled every other weekend off on a unit and shift basis.
- 724 Should individual affected employees desire not to be regularly scheduled with every other weekend off, they should so advise the Employer. Subject to staffing requirements, the Employer may grant this individual request.

- 725 The definition of a weekend shall be, for day and evening shifts, Saturday and Sunday, and for the night shift, Friday night for Saturday and Saturday night for Sunday.
- 726 It is recognized that split days off will be scheduled.
- 727 At the Employer's discretion the workweek may begin at 12:01 a.m. Sunday, or the shift changing hour nearest that time, in those departments, units, or classifications subject to every other weekend off scheduling.
- 728 Forty Hour/Six Day Work Schedules
- 729 It is agreed that the scheduling of one-half (1/2) days off during the week and requiring the employee to work the sixth day of the week will be limited to those instances where it is essential, in the opinion of the Employer, to the efficient operation of the Medical Care Facilities. A periodic review of such schedules may be requested by the Union.
- 730 Additional, Non-Overtime Hours
- 731 Provided full-time and part-time employees have received their scheduled hours, additional, non-overtime hours will be allocated to on-call employees. It is the intent of the parties that full-time and part-time employees who have not received their scheduled hours be offered additional, non-overtime/non-premium hours before such hours are allocated to on-call employees. It is the intent of the parties that overtime hours available on scheduled days off be allocated based on seniority. (Cross reference Article XV, Paragraph 1521)
- 732 Split Shift
- 733 It shall be the policy of the Employer to avoid split shifts. However, split shifts may be scheduled when in the Employer's opinion it is necessary because of the requirements of efficient operations.

734 Overtime

735 Overtime premium rates shall be paid as follows:

736 Time and One-Half

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

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

739 All hours worked in excess of forty (40) hours in a payroll week; and

740 All hours worked on the sixth (6th) consecutive day of work.

741 Overtime Equalization

742 Available overtime will be offered within each seniority section unit or department by classification. Overtime will be offered to full-time employees first and will be equalized to as great a degree as possible. If not filled by full-time employees, then overtime will be offered to part-time employees and equalized to as great a degree as possible. If not filled by part-time employees, then overtime will be offered to on-call employees and equalized to as great a degree as possible. Should all employees exercise their seniority for non-assignment of overtime in an attempt to prevent a draft situation, the Employer will offer available hours to qualified employees outside the job classification and then outside the seniority section, unit or department, by bargaining unit seniority. Should qualified employees outside the job classification and outside the seniority section, unit or department be unavailable (not volunteer), then the Employer will assign overtime by inverse seniority beginning with the least senior employee first among the entire section, unit or department based on classification seniority. Overtime rosters will be accessible to the affected unit and/or department employees.

743 Double Time

744 Two (2) times the base hourly rate of pay shall be paid for:

745 All hours worked in excess of twelve (12) hours during any day of work.

746 All hours worked on the seventh (7th) consecutive day of work.

747 Two and One-Half

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

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

750 Sunday Premium

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

752 No Pyramiding of Overtime

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

754 Thirty-Hour Rule

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

756 Sixth and Seventh Day Exceptions

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

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

<b>Example</b>	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Scheduled	W	W	W	W	W	W	O	W	W	W	W	W	W	O	W	W
Worked	Abs	W	W	W	W	W	O	W*	W	W	W	W	W	O	W	W

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

759 Bilingual Differential

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

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

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

800 ARTICLE VIII - COMMUNITY DISASTER

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

***Note: The language below is supplemented by the provisions of the National Agreement as long as the National Agreement is in effect. See Flexible Personal of National Agreement page...***

900 ARTICLE IX - PAID TIME OFF PROGRAM

901 Effective January 1, 2006, the Paid Time Off Program shall provide paid time off for legal holidays, vacation, sick leave and Life Balance Days based upon the negotiated and agreed upon schedule and provisions contained in this Agreement.

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

- Life Balance Days
- Designated Holidays
- Vacation
- Sick Leave

903 Section 1 – Life Balance Days

904 Effective January 1, 2006, and January 1 of each year thereafter, full-time employees shall receive five (5) Life Balance Days per year. (i.e., forty (40) hours per year.)

905 Part-time and on-call employees will receive Life Balance Days on a pro-rated basis based on hours scheduled (up to a maximum of eighty (80) hours per pay period) in the preceding two pay periods.

906 Full-time, part-time, and on-call employees hired after January 1st of each year or who become newly eligible due to a change of scheduled hours will receive a pro-rated allotment of Life Balance Days.

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

908 Requests for non-emergency Life Balance Day(s) must be made in advance (not including days that a department or work area is closed) for the employee to obtain approval to utilize Life Balance Days. Employees will have preferences as to their choice based upon bargaining unit seniority. Life Balance Days requests will be considered for anytime of the calendar year and shall be granted in an emergency situation.

909 Timely requests submitted for Life Balance Days will be granted on a first come, first serve basis, and take priority over timely requests for single vacation days (Cross Reference paragraph 966.)

910 Timely requests for single vacation days will be determined by using bargaining unit seniority (Cross Reference paragraph 968).

911 Life Balance Days may be donated to another benefited employee in accordance with the Employer's prevailing policy.

912 Section 2 - Designated Holidays

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

New Year's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

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

915 Holiday Schedule

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

917 Designated Holiday Worked and Holiday Payment

918 Authorized time worked by an employee on a designated holiday listed in Paragraph 914 or on a substitute holiday as provided in Paragraph 929, shall be compensated two and one-half (2 1/2x) times the regular rate of pay, plus any applicable premium shift differential for all hours worked on the holiday.

919 Requirements for Holiday Pay

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

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

922 Must have completed the new hire probationary period.

923 Must have worked both the last scheduled shift prior to the holiday and the next scheduled shift following the holiday, unless an absence from one or both of such shifts is due to sickness, or because of death in the employee's immediate family (Paragraph 926), or because of a similar good cause. Employees repeatedly being absent from work on the day before, day of, or day after a holiday, may be required to furnish a written certification for such absences.

924 No holiday pay shall be paid to an employee for any holiday which occurs during a period of layoff or leave of absence or which occurs following the effective date of termination or employment.

925 No holiday pay shall be paid to an employee who is scheduled to work on a holiday and fails to do so; unless such absence is because of sickness or because of death in the immediate family

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

or because of similar good cause. Employees who are absent on a holiday because of personal injury or illness may be required to be examined by a physician to prove a bona fide illness or injury. Employees with good attendance records will not be required to

provide physician certification unless the employee gives cause to suspicion the absence.

926 Holiday Work Schedule and Notification

927 An employee who is normally scheduled to work on a day on which a holiday falls may not be displaced by a more senior employee. Employees in a section may request assignment or non-assignment to work a holiday on the basis of seniority. Should all employees exercise seniority for non-assignment, the Employer shall assign employees by inverse seniority beginning with the least senior employee first among the entire section, based on classification seniority within said section to work the holiday.

928 Designated Holiday Falling on Employee's Day Off

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

930 Unworked Holiday Pay

931 Unworked holiday pay for full-time employees shall be calculated at the employee's straight time hourly rate times eight (8) hours. Paid unworked holidays shall not be considered as time worked for the purposes of calculating overtime.

932 Holiday Pay

933 A non-full-time employee who works five (5) or more days in a payroll period in which a holiday falls and who meets the eligibility qualifications shall receive the same holiday pay as full-time employee. Vacation, Sick Leave and Life Balance days utilized will be considered as time worked for the purposes of counting toward the five (5) days.

934 A non-full-time employee who works less than five (5) days in a payroll period in which a holiday falls and who meets the eligibility qualifications shall receive holiday pay on the basis of the total hours worked in the pay period in which the holiday is observed divided by ten (10) and multiplied by the employee's average straight-time hourly rate of earnings in the pay period. An unworked holiday, Vacation, Sick Leave and Life Balance will count as a day worked in computing such pay.

935 Holiday Falling During Vacation, Sick Leave or Life Balance Usage

936 If a holiday occurs during an authorized Vacation, Sick Leave, Life Balance period or if a holiday falls within an authorized paid leave, the employee shall receive eight (8) hours of unworked holiday pay for that designated holiday.

937 Section 3 – Vacation

938 Vacation Eligibility Date

939 The Vacation eligibility date determines the employee's accrual rate and it is their date of hire, unless it is adjusted for unpaid leaves of absence or for the period of time that the employee worked in ineligible status.

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

941 The Vacation eligibility date shall mean that period of continuous employment with the Employer, less any absence from employment which exceeds sixty (60) days. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. Service credit shall continue during the entire period of the leave of absence due to industrial illness or injury and Union Leave.

942 Vacation Schedule

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

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

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

945 Use of Vacation

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

947 Vacation Pay

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

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

950 A non-full-time employee shall receive Vacation, Sick Leave, Life Balance pay for time taken off in less than weekly increments based upon prescheduled hours (hour for hour) on that day(s). For Vacation and Sick Leave taken in weekly increments, non-full-time employees shall receive pay based upon the total hours compensated (not to exceed forty (40) hours per week) in the two (2) pay periods immediately preceding the time off, divided by four (4).

951 Vacation Longevity Pay

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

953 Employees with twenty (20) or more years of service shall be entitled to vacation longevity pay of forty-five dollars (\$45) per each vacation week in addition to their regular vacation pay. For employees utilizing vacation bank days, longevity pay will be prorated.

954 Non-full-time employees with fifteen (15) years to twenty (20) years of continuous service, and twenty (20) or more years of continuous service shall be entitled to prorated vacation longevity pay. Such proration shall be as set forth in Paragraph 947, and will be based on the twenty-five dollar (\$25.00) and the forty-five dollar (\$45.00) per each applicable vacation week.

955 Vacation Accumulation and Donation

956 Employees may accumulate up to a maximum of twice their annual Vacation accrual.

957 Employees may donate Vacation hours to eligible co-workers in accordance with the Employer's prevailing policy.

958 Vacation at Termination or Retirement

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

960 Cash Out – Irrevocable Election

961 Employees may elect to cash out vacation during the annual election period in accordance with the employer's guidelines.

962 Requesting Vacation

963 Vacation requests for increments of one (1) week or more must be submitted, in writing, each year to the employee's immediate supervisor prior to January 31. However, employees on temporary transfers or temporary lateral moves must submit their annual vacation request to their home department. Employees are entitled to bid up to their total annual vacation accrual in accordance with the vacation schedule (reference Paragraph 943). The approved Vacation schedule shall be posted by February 28, each year and shall apply from March 1 through the last day of February of the following year. Should a conflict arise in Vacation requests received, the supervisor and/or department head shall use the employee's seniority as a basis for granting Vacation requests only if such requests were submitted in a timely manner. Vacations shall be scheduled within each seniority section by classification. Vacation preferences will be awarded by seniority, applying Local 7600 bargaining unit seniority. During the vacation granting process, should an employee's vacation slot be denied, he/she will be placed on a cancellation list for the denied weeks. Employees who accept permanent transfers and permanent lateral moves between sections must reschedule their vacation year utilizing available open weeks. However, those employees who accept a temporary transfer or temporary lateral move may be awarded open vacation weeks in the department to which they transferred or accepted a lateral move, provided the annual vacation granting process is completed in said department. Nothing in this Paragraph shall preclude the Employer from posting the schedule earlier if possible. If accrued Vacation has been exhausted, previously approved Vacation increments may be canceled. If extraordinary circumstances occur which cause an employee to exhaust his/her vacation bank before a scheduled vacation occurs, such situations will be evaluated on a case-by-case basis.

964 Life Balance Days in Conjunction With Vacation

- 965 An employee may utilize Life Balance in conjunction with vacation. The granting of Life Balance in conjunction with vacation shall occur only after the annual vacation granting has occurred.(Cross Reference paragraph ???).
- 966 Insofar as practicable, Vacation will be granted at the time desired by employees regardless of the time of year and will not be unreasonably denied. However, when efficient operation of the facility does not permit granting of Vacation requests, the Employer retains the final right to schedule Vacation.
- 967 Requests for Vacation in increments of less than five (5) days must be made a minimum of fourteen (14) calendar days before a desired date. The employee may request and receive an available existing date, subject to staffing needs and efficiency of operations (Cross Reference paragraph 910).
- 968 Section 4 - Sick Leave and Income/Extended Income Protection Plan
- 969 Sick Leave shall be granted to an employee who becomes ill or injured. Sick Leave shall commence with the first (1<sup>st</sup>) day of any illness or injury. Certification may be required beginning the third (3<sup>rd</sup>) consecutive day or whenever it appears to be justified. Sick\_Leave may be used for medical or dental appointments.
- 970 Sick Leave hours will be earned on the basis of ten (10) hours per month of each calendar month of employment. In accordance with the above schedule, part-time and on-call employees will accrue based on an average of straight time hours paid in the preceeding two (2)pay periods.
- 971 Sick Leave time off for which pay is received shall not be considered an interruption of continuous service.
- 972 Sick Leave shall not be considered as time worked for computing overtime.
- 973 Sick Leave pay shall not include regular shift differential for employees.

- 974 Employees with a Sick Leave Bank of two-hundred fifty (250) or more at the time of termination or retirement will have all unused hours in their Sick Leave Bank converted to Credited Service for Basic Pension Plan calculation purposes, provided they are vested in the Pension Plan.
- 975 Income Protection and Extended Income Protection
- 976 Employees who are scheduled to work twenty (20) or more hours per week or on-call employees compensated at least 260 hours per quarter shall be provided with Income Protection and Extended Income Protection Plan. Whether the employee is eligible for Income Protection and Extended Income Protection is based on length of service.
- 977 Employees with less than two (2) years of service, Income Protection benefits shall be payable upon the exhaustion of sick leave for the duration of one (1) year from the date the employee first (1st) became disabled or when no longer disabled, whichever is less. Vacation and Life Balance Days may be converted to Sick leave immediately prior to the exhaustion of Sick Leave.
- 978 Employees with two (2) or more calendar years of service, Extended Income Protection benefits shall be payable after the exhaustion of sick leave or three (3) months of disability, whichever is later, and shall continue for the duration of five (5) years from the date the employee becomes disabled or is no longer disabled or if over age sixty (60) according to the Duration of Benefits schedule, whichever is less. The Extended Income Protection benefits due to psychological related disabilities and/or alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability, unless the employee was institutionalized at the end of the three (3) year period. In this event, benefits would continue to three (3) months after release from the institution. Vacation and Life Balance Days may be converted to Sick Leave immediately prior to the exhaustion of Sick Leave.

- 979 Income Protection and Extended Income Protection benefits are payable at a level of fifty percent (50%) of base hourly rate times scheduled hours per month, sixty percent (60%) with integration with other statutory plans or seventy percent (70%) with an approved rehabilitation employment program (prorated for employees less than full-time). The minimum integrated benefit (prorated for employees less than full-time) provided by the program during the first (1st) year of disability will not be less than one-thousand dollars (\$1,000.00) per month.
- 980 Income Protection and Extended Income Protection coverage terminates at the end of employment or upon transfer to an ineligible status.
- 981 The intent of the above Income Protection and Extended Income Protection language is to provide a summary of benefits available. Income Protection and Extended Income Protection benefits are governed by the Employer's contract with the insurance company.
- 982 Section 5 - Integration of Compensation Benefits and Sick Leave
- 983 Employees who are eligible for basic State Disability Insurance (SDI) benefits shall have their paid Sick Leave reduced by the amount of the SDI benefit the employee is eligible to receive, so that combined SDI pay and Sick Leave pay totals normal straight time salary. The reduced amount of Sick Leave payment shall then be charged against the employee's Sick Leave Bank. Employees who are eligible for Workers' Compensation Insurance (WCI) payments will have the same method of integration with Employer-paid Sick Leave. Employees may elect to waive integrated Sick Leave benefits with Workers' Compensation Insurance payments, provided said election is made within seven (7) calendar days of the inception of the absence, and provided further that said election shall be irrevocable for the duration of said absence. Should the employee fail to elect nonintegration within said seven (7) calendar day period, the option of nonintegration will not be available. In the payment to employees on Sick Leave, disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.

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

1000 ARTICLE X - SENIORITY

1001 Seniority Factors

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

Continuous service.b. Meets requirements of job posting.

c. Physical fitness.

1003 Probationary Employees

1004 Full-time Employees -

1005 Probationary employees shall be new employees and those hired after a break in continuity of service and shall be engaged for a trial period of ninety (90) calendar days which shall not include a formalized training/orientation period mutually agreed upon, in writing, by union and management, by department/area/classification. For purposes of this paragraph only, training/orientation periods are those scheduled days during which instruction and/or on-the-job training take place. Training periods will not exceed twenty-five (25) working days, and training periods can be extended upon mutual consent of the parties. A probationary employee who is absent in the aggregate more than ten (10) work days for any reason shall have the excess of ten (10) working days added to his/her probationary period. During such probationary period, an employee may be transferred, laid off, or terminated at the exclusive discretion of the Employer. Probationary employees continued in the service of the Employer subsequent to the successful completion of the probationary period shall receive full continuous service credit from date of original hiring.

- 1006 Part-time and On-Call Employees
- 1007 Probationary employees shall be new employees and those hired after a break in continuity of service and shall be engaged for a trial period of seventy-five (75) working days which shall not include a formalized training/orientation period mutually agreed upon, in writing, by union and management, by department/area/ classification. For purposes of this paragraph only, training/orientation periods are those scheduled days during which instruction and/or on-the-job training take place. Training periods will not exceed twenty-five (25) working days and training periods can be extended upon mutual consent of the parties. Any work performed on a given day will constitute a full work day under the terms of this provision. During this period, these employees may be transferred, laid off, or terminated at the exclusive discretion of the Employer. Probationary employees continued in the service of the Employer subsequent to the successful completion of the probationary period shall receive full continuous service credit from date of original hiring.
- 1008 The parties agree that requests for extensions to the probationary period would occur through mutual agreement between an International Union Representative or designee and a Regional Labor Relations Representative or designee. Further, the parties agree that such requests should not be unreasonably denied.
- 1009 Floating
- 1010 Management and the Union will meet to determine a mutually acceptable method of floating within departments/sections/ modules/ units.
- 1011 Reduction in Force and Recall (cross reference Item 12 in Letter of Understanding)
- 1012 Reduction in force shall be accomplished by job classification within each entity and medical center.

- 1013 A full-time employee whose position has been eliminated due to a force reduction may exercise seniority, applying classification date, to displace a less senior full-time employee in the same classification within the entity, if qualified to perform the work.
- 1014 A full-time employee who is unable to retain a full-time position in the same classification within the entity may exercise seniority rights as provided in Paragraphs 1051 and 1057, or may elect to be placed into part-time or on-call status displacing a less senior part-time or on-call employee. Whether said employee will continue to be employed will depend upon available part-time or on-call work and said employee's relative part-time or on-call seniority.
- 1015 A full-time employee who is unable to retain a part-time or on-call position within the medical center will be laid off.
- 1016 Prior to displacing an employee as a result of a closing of an entire medical office facility which results in the elimination of an entire classification, the Employer will seek to place the affected employee(s) into vacant positions for which they qualify.
- 1017 The above notwithstanding, the following language shall only apply in the event of a reduction in force caused by the closing of an entire medical office facility which results in the elimination of an entire classification. Where a full-time employee cannot displace a least senior employee in his/her current classification/entity and said employee cannot displace a part-time or on-call employee per Paragraph 1014, then such employee may displace the least senior employee in any former classification (former department) covered by this Agreement. For the purposes of this paragraph only, an employee may use bargaining unit seniority to determine displacement rights. An employee must also satisfy all current job requirements before such displacement may occur.
- 1018 A part-time employee who has been displaced or whose position has been eliminated due to a force reduction may exercise seniority (applying job classification service) to displace the least senior part-time employee on the same shift in the same classification within the entity.

- 1019 A part-time employee who is unable to retain a part-time position on the same shift within the same job classification and entity, may exercise seniority (applying job classification service) to displace the least senior part-time employee in the same classification within the entity.
- 1020 A part-time employee who is unable to retain a part-time position in the same job classification within the entity may exercise seniority rights as provided in Paragraphs 1051 and 1057 or may elect to be placed into on-call status displacing a less senior on-call employee. Whether said employee will continue to be employed will depend upon available on-call work and said employee's relative on-call seniority.
- 1021 A part-time employee who is unable to retain an on-call position within the medical center will be laid off.
- 1022 An on-call employee who has been displaced or whose position has been eliminated due to a force reduction may exercise seniority (applying job classification service) to displace the least senior on-call employee on the same shift in the same classification within the entity.
- 1023 An on-call employee who is unable to retain an on-call position on the same shift within the same classification and entity, may exercise seniority (applying job classification service) to displace the least senior on-call employee in the same classification within the entity.
- 1024 An on-call employee who is unable to retain an on-call position in the same classification within the entity may exercise seniority rights as provided in Paragraph 1051 and 1057.
- 1025 An on-call employee who is unable to retain any position within the medical center will be laid off.
- 1026 Prior to displacing an employee as a result of a closing of an entire medical office facility which results in the elimination of an entire classification, the Employer will seek to place the affected employee(s) into vacant positions for which they qualify.

- 1027 The above notwithstanding, the following language shall only apply in the event of a reduction in force caused by the closing of an entire medical office facility which results in the elimination of an entire classification. An on-call employee who is unable to retain a position in the same classification per Paragraph 1023 may displace the least senior on-call employee in any former classification (former department) covered by this Agreement. For the purposes of this paragraph only, an employee may use bargaining unit seniority to determine displacement rights. An employee must also satisfy all current job requirements before such displacement may occur.
- 1028 An employee who is displaced by a more senior employee during the course of a force reduction may exercise seniority as provided in this reduction in force procedure.
- 1029 An employee holding recall rights will have first right of recall to the job classification within the entity and medical center from which displaced. Recall rights for active employees shall be limited to a period of time equal to said employee's continuous service, or two (2) years, whichever occurs first.
- 1030 When it becomes necessary to reduce force on a temporary basis because of a reduced work load, force will be reduced by shift and department, or units where departments are subdivided into units.
- 1031 Employees will be reduced in order of reverse seniority and notified of nonavailability of work in the following order:
- First: Employees on overtime.
  - Second: On-call float pool employees.
  - Third: On-call employees from other departments/units.
  - Fourth: On-call employees from said department/unit not on set schedules.
  - Fifth: On-call employees from said department/unit on set schedules.

- Sixth: Temporary part-time employees from other departments/units.
- Seventh: Temporary full-time employees from said department/unit.
- Eighth: Part-time employees from other departments/units or part-time floats.
- Ninth: Part-time employees from said department/unit
- Tenth: Full-time employees from other departments/units or full-time floats.
- Eleventh: Full-time employees from said department/unit.

- A. Employees identified in steps one (1) through seven (7) of the order of displacement shall not have displacement rights in other departments/units when affected by involuntary cancellation.
- B. Employees affected by involuntary cancellation identified in steps eight (8) through eleven (11) in the order of displacement shall have the right to exercise seniority to displace the least senior employee on the same shift within established modules.
- C. Involuntary cancellation modules will be established by the Employer. Any modification of these involuntary cancellation modules will require a thirty (30) calendar day notice to the Union. Upon receipt of said notice the Union may request a meeting with the Employer to discuss the effects of said change. The Employer agrees that said changes will not be arbitrary or capricious.
- D. Involuntary cancellations will be based upon inverse seniority and qualifications. Involuntary cancellations of part-time, on-call and other personnel will be performed consistent with the provisions of Paragraph 1031.

- 1032 Employees on layoff status with active recall rights may submit a written application (transfer request) (as required by Paragraph 1033) to any job vacancy a location represented by United Steelworkers, Local 7600, and if otherwise qualified for the position, will be preferred over outside applicants. An employee who changes Medical Centers by application of this provision will forfeit recall rights to said employee's former Medical Center.
- 1033 Posting and Filling of Permanent Job Vacancies
- 1034 Notice of all permanent full-time, part-time, and/or on-call job vacancies will be posted for a period of seven (7) calendar days at the Medical Centers (Fontana/Riverside) where the vacancy occurs. Further, such notices will also be posted, for the same seven (7) day period, in the Human Resources Office of the non-originating Medical Center (Fontana or Riverside).
- 1035 During this period, it will be the responsibility of interested employees to submit a transfer request for consideration to such permanent vacancy to the Human Resources Office. Transfer requests will be date and time stamped during regular Human Resources business hours. If transfer request is submitted after regular business hours, it will be time stamped for five (5) o'clock p.m.
- 1036 Member Service Area (MSA) on-call positions will be posted by Medical Center. In addition to MSA positions, volunteers within classification may be utilized at locations throughout the MSA.
- 1037 Absence of transfer request for consideration to permanent job vacancy on the part of an employee will imply non-interest in the vacancy.
- 1038 Employees who may be absent for justifiable reasons (vacation, sick leave, personal leaves of absence, etc.) may submit a transfer request in writing to the Human Resources Office for a specific job vacancy at the beginning or during the period of their absence. Such transfer requests will be date and time stamped in accordance with Paragraph 1035. Should such a vacancy occur, the employee will be considered for such, based on their seniority. Failure to submit a transfer request would indicate that the employee is waiving all rights to any vacant position that occurs during their absence. In cases where the employee has indicated an interest in multiple positions and more than one such

position is posted at the same time, the Employer will attempt to contact the employee to determine which applicable position would be their primary choice. Employees who are granted transfers and lateral moves must be available for work within sixty (60) calendar days after the transfer or lateral move is awarded. Union and Management may meet to discuss reducing or extending time limits based on mutual agreement.

1039 Awarding of Permanent Job Vacancies

1040 Permanent job vacancies will be awarded on the basis of seniority and qualifications in the following order except as provided in Paragraph 1044.

A. Lateral Moves

B. Transfers

1041 If permanent job vacancies remain after exhausting the provisions of Paragraph 1040, then qualified employees who have submitted a timely Transfer Request from either Fontana or Riverside Medical Centers, will be preferred over applicants not covered by this Collective Bargaining Agreement. Should two (2) or more employees apply, seniority shall prevail by bargaining unit service.

1042 Lines of Progression

1043 Lines of progression have been established in departments as identified in Appendix D. Either party may request establishing additional lines of progression. Such lines of progression shall first be reviewed by the Seniority Committee and may then be implemented after approval of the International Staff Representative and the Manager of Labor Relations (or designee).

1044 Permanent job vacancies in departments with lines of progression will be awarded on the basis of seniority and qualifications in the following order:

- A. Employees within the classification and department (using classification seniority).
  - B. Employees in identified classifications within the department (using bargaining unit seniority).
- 1045 An employee, who is in a Line of Progression classification and who has previously held status in the classification where the vacancy exists, may submit a transfer request for bid on such vacancy without loss of classification seniority.
- 1046 For purposes of job bids only, Lead classification and the classification they lead will have integrated seniority and will be considered a line of progression.
- 1047 Employees within a Line of Progression may transfer to another position within a Line of Progression more than once within a calendar year.
- 1048 For a temporary reduction in force, the provisions in Article X, Paragraphs 1030 and 1031 shall apply.
- 1049 Procedures for the filling of daily “move-ups” will be established for each department on an individual basis. The Employer will establish these procedures, giving consideration to the input of the employees within the department. Established procedures will be reviewed with the Seniority Committee prior to implementation.
- 1050 If permanent job vacancies remain after exhausting the provisions of Paragraph 1044, then the provisions of Paragraphs 1040 and 1041 apply.
- 1051 Lateral Moves
- 1052 A lateral move is defined as a change in job assignment within a classification, such as a change in medical center, department, entity, location, shift, scheduled days off, status, or combinations thereof.

- 1053 When a permanent job vacancy involving a lateral move occurs, the senior most qualified employee in the job classification, who submits a transfer request form for consideration shall be entitled to the permanent vacancy, however, all employees holding recall rights to such job will have first right of recall.
- 1054 An employee will be entitled to return to their former job assignment within seven (7) working days or fourteen (14) calendar days whichever occurs first at the employee's discretion, when granted a job opening within the same classification.
- 1055 Where an employee in the classifications of Medical Assistant I, Medical Assistant II, Hospital LVN, Clinic LVN or Lead classification for any of these previously mentioned classifications, makes a lateral move involving a change in department, facility, or unit, the Employer may, for justifiable reasons, return said employee to their former job assignments within a thirty (30) calendar day period. Employees in these specific job classification will also be entitled to return to their former job assignment within thirty (30) calendar days.
- 1056 Where there are other qualified bidders for any vacated position, it will not be reposted but will be assigned to the next senior qualified bidder. In those cases where there is only one bidder, the job will be reposted in accordance with Paragraph 1034.
- 1057 Transfer Procedure
- 1058 A transfer is defined as any change in job classification. Employees desiring a transfer must follow the provisions of Paragraph 1033.
- 1059 Upon completion of six (6) months' service in the original hiring department, employees will be considered for transfer to job vacancies based on seniority (applying bargaining unit service) and qualifications.

- 1060 A permanent vacancy within a seniority section shall be posted throughout the Medical Center. Interested Medical Center employees may apply for the vacancy by submitting a timely Transfer Request. The transfer opportunity will be awarded by seniority, applying the measure of service outlined below in the following order:
- A. Employees in the same classification within the Medical Center, applying classification seniority earned within said classification at the Medical Center. Seniority shall be calculated from most recent date of entry into the classification in the Medical Center.
  - B. Employees in other classifications within the Medical Center applying 7600 bargaining unit seniority.
- 1061 A permanent vacancy which has not been filled after exhausting Paragraph 1060 of this Transfer Procedure will be offered to other bargaining unit employees outside of the medical center, applying classification seniority first. If not filled, then using bargaining unit seniority before each vacancy is offered to outside applicants.
- 1062 Within the first sixty (60) days after transfer, the Employer may return the employee to the former job for just reason or the employee may return to the previous job upon personal request. For part-time and on-call employees, the time frame will be ninety (90) calendar days. The return period for all employees will be automatically extended by any absences of one (1) week or more. Where there are other qualified bidders for the vacated position, it will not be reposted but will be assigned to the next senior qualified bidder. In those cases, where there are no other qualified bidders, the job will be reposted in accordance with Paragraph 1034. Any resultant vacancies will be considered contingent permanent assignment pending completion of the probationary period by the original transferring employee. If said employee returns or is returned to the former job within the probationary period, all employees holding contingent permanent assignments shall return to their former positions and status. This same procedure shall apply to any employee who is awarded a resultant vacancy.

- 1063 An employee transferred for their own convenience, or for the convenience of the Employer, from one job classification to another job classification and who is subsequently laid off or displaced from all jobs in the second job classification shall have the right to return to the prior job classification with accumulated seniority to the job from which originally transferred. The returned employee will be entitled to displace the less senior employee in the original job where qualified, and must have seniority over any incumbent. Such employee shall hold seniority rights only in the job classification from which, and the job classification to which the transfer is made, and seniority rights in any previous job classification shall terminate upon such transfer.
- 1064 Should a transferred employee elect to take a voluntary layoff from the new job classification rather than exercise seniority to take another job in that job classification, the employee's seniority rights in the original job classification shall continue; such employee shall have only the right to be called back to openings in the job classification from which the voluntary layoff occurred.
- 1065 Should an employee exercise all seniority rights but still be laid off, the employee shall be entitled to be recalled by seniority to the jobs for which qualified, and for which valid recall rights are held in either job classification.
- 1066 Application of Super Seniority
- 1067 Should an employee submit Transfer Requests to more than one (1) position and be denied an opportunity to transfer to any of the applied for positions because of undue dilution, said employee shall be granted super seniority to all positions applied for which he/she would have been the prevailing applicant. Once said employee exercises super seniority to any position, the super seniority benefit to other positions shall terminate.
- 1068 Transfer and Lateral Move Restrictions
- 1069 Employees will be eligible to change job assignments, permanent transfers no more than once within a one (1) calendar year period (except where lines of progression are in place) and lateral moves no more than twice within a one (1) calendar year period.

- 1070 Instances in which the employee accepts a transfer or lateral move and thereafter withdraws request or voluntarily returns to their former position will count for purposes of Paragraph 1067, but instances in which the employee is returned by the Employer will not.
- 1071 Employees who have a current Final Warning - Three (3) Day Suspension disciplinary action may be denied a transfer and/or lateral move until expiration of said disciplinary action. (This language applicable to the time period prior to April 1, 2002.)
- 1072 Posting and Filling of Temporary Job Vacancies
- 1073 Any temporary full-time or part-time vacancy shall be filled from on-calls within the job classification, except for full-time employees within job classification bidding for shift or days off preference. If such temporary full-time vacancy will be for an anticipated duration of more than thirty (30) calendar days, such vacancy will be filled according to Paragraph 1033. All temporary on-call vacancies shall be filled from the on-call list regardless of duration.
- 1074 Employees shall be eligible for temporary transfers and temporary lateral moves no more than twice within any one (1) calendar year. An employee who has accepted a temporary transfer or temporary lateral move may not bid on another temporary transfer or temporary lateral move until the employee has fulfilled the initial posted temporary position timeframe. However, such employee may bid on a permanent position. Notice of extension of the posted timeframe for temporary positions is to be made to the Union in writing.
- 1075 New hire employees shall not be eligible for a temporary or permanent lateral move outside of the original hiring department until completion of their initial probationary period.
- 1076 The requirement to fill a temporary vacancy according to Paragraph 1033 applies only to the original vacancy.

1077 Rights on Refusal of Lower-Rated Jobs

1078 An employee who is displaced from his/her job classification shall not be obligated to exercise seniority rights to take a downgrade, but may elect to take a layoff from said job classification. An employee taking layoff shall have the right to exercise recall seniority rights to any permanent job vacancies in said job classification. Said laid off employee shall be entitled to displace any employee who continues to be employed in said job classification or who becomes employed thereafter.

1079 If the employee on voluntary layoff is later offered a lower-rated job than the job from which laid off, but refuses to accept the lower job, the employee shall not lose recall rights to the job from which laid off.

1080 In the event such laid off employee later accepts a lower-rated job, there shall be no loss of recall rights to the higher rated job from which he/she was laid off. Thereafter, the employee shall be entitled to exercise seniority rights whenever a vacancy occurs in his/her job classification.

1081 Employment in Another Job Classification After Layoff

1082 An employee who is laid off from a job does not lose recall rights to vacancy in such job to which the employee is entitled through seniority and qualifications, by reason of acceptance of another job. However, if the employee is notified of a vacancy/recall in a job to which entitled, by seniority and ability, the employee shall elect within two (2) working days either to take such vacancy or to remain in the job as then assigned. If the employee elects to remain in the job, then all seniority rights in the job from which laid off and any prior job in which the employee may hold seniority rights shall terminate.

1083 If an employee, having been laid off, is employed in another job classification and is laid off from the latter job classification, the employee shall maintain seniority and recall rights only in the job classification from which first laid off, and shall have no recall rights in the job classification from which the latter layoff occurred.

1084 If an employee, having been laid off from one job classification is employed in another job classification, but resigned from the latter job classification, or is discharged therefrom by reason of inability to perform the work, or lack of physical fitness, the employee shall maintain seniority rights in the job classification from which first laid off.

1085 Seniority Committee

1086 A Seniority Committee, comprised of representatives of the Union (two (2) from Riverside Medical Center, two (2) from Fontana Medical Center and two (2) from other locations represented by United Steelworkers, Local 7600,) and six (6) representatives of the Employer (two (2) from Riverside Medical Center, two (2) from Fontana Medical Center), and two (2) from other locations represented by United Steelworkers, Local 7600, such as the Corona Call Center, Corona Data Center, and Ontario Regional Records Retention Center ) shall be established for the purpose of reviewing as necessary any seniority related issues as presented by either party with the objective of resolving such issues. The Committee will not consider grievances. The Committee shall have no authority to modify existing seniority practices, but may jointly recommend such changes to the Employer's Manager of Labor Relations, or designee, and the International Union for final approval.

1087 Seniority Lists

1088 Each November 1, a seniority list will be published for each seniority section indicating each employee's company seniority date (i.e., original, continuous Kaiser service date), bargaining unit seniority, classification seniority and status in the classification (full-time, part-time, on-call) within the Medical Center and at all locations represented by United Steelworkers, Local 7600. The Employer shall establish seniority sections within the Medical Center in which seniority shall apply. Once established, seniority sections may be changed by agreement between the parties. Failing agreement, the Employer may implement a change in sections, however, the Union may challenge any unilateral change by the Employer through the grievance procedure.

1089 Determination of Seniority Within a Classification

1090 Unless established elsewhere in this Agreement, an employee's measure of continuous service for purposes of seniority shall be determined on the basis of job classification seniority within the Medical Center or another location represented by United Steelworkers, Local 7600. An employee's job classification seniority date shall mean the continuous period of employment measured from the date the employee assumes the duties of the classification. A more senior employee will not be disadvantaged in classification seniority because of an involuntary delay in start date.

1091 Bargaining Unit Seniority

1092 Bargaining Unit Seniority is defined as the continuous period of employment measured from the date the employee last entered the Local 7600 Bargaining Unit.

1093 Where two (2) or more employees hold the same job seniority date in a given classification, the employee with the earliest company seniority date (i.e., original, continuous Kaiser service date) shall be determined as having the earlier job seniority date. In the event the above dates are the same, the earliest submission date of the employment application or transfer request form from which hired shall prevail.

1094 Tiebreaker

1095 In the event, two (2) or more employees have the same employment application date, the employee having the earliest time stamp on the employment application shall be considered as having the greater bargaining unit seniority for further tiebreaking purposes.

1096 In the event the preceding steps are insufficient to determine a relative seniority date, the parties agree to an immediate meeting to discuss this problem and to arrive at an equitable and mutually agreeable solution.

1097 Loss of Seniority

1098 There shall be no deduction of seniority for any time lost which does not constitute a break in continuous service. Continuous service is broken by:

Voluntary termination of employment.

Discharge for cause.

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

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

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

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

Retirement.

Transfer out of the bargaining unit.

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

- 1099 Notice of Termination/Resignation
- 10-100 In recognition of the difficulties that may be imposed on the Employer to obtain and train replacements, employees covered by this Agreement who plan to terminate their employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) week's notice.
- 10-101 Personnel Records Controlling
- 10-102 The records of the Human Resources Office shall be controlling and shall be accepted as correct by both the Employer and the Union in the determination of pertinent dates. The records of the Payroll Department shall be resorted to only as it is necessary.
- 10-103 Notice of Vacancies
- 10-104 The Human Resources Office will advise the local Union president and/or a member of the local Grievance Committee in writing of all job vacancies, permanent, part-time, on-call and temporary. Such notice will be given within a reasonable period of time depending on the circumstances. In the event the position is not posted within thirty (30) days, the Employer will notify the Union and Human Resources in writing of the reason for the delay. Dialogue between the Union and the Employer/Manager is encouraged.
- 10-105 Absenteeism
- 10-106 In recognition of the difficulties imposed upon the Employer through failure of employees to comply with working schedules, any employees reporting late for, or absenting themselves from work without just cause, may be disciplined by the Employer subject to the provisions of this Agreement or the National Agreement. Employees shall give prior notice to the Employer whenever they either report late or absent themselves from work.

- 10-107 Days Off and Shift Preference
- 10-108 Classification seniority will be used in pre-scheduling days off, start times by shift, and for shift preference, but only to the extent that it will not adversely affect or impair the efficiency of the operation.
- 10-109 On-call Seniority Provisions
- 10-110 The following seniority provisions shall be applicable to on-call employees:
- 10-111 On-call employees shall have rights to permanent and temporary full-time and part-time vacancies within their job classifications on the basis of seniority, meets the requirements of the job posting and physical fitness in accordance with the Seniority Provisions.
- 10-112 Employees involuntarily transferring from full-time and part-time to on-call status will be placed on the on-call list on the basis of their job classification seniority.
- 10-113 Employees unable to continue in a full-time or part-time status due to extenuating circumstances will be considered for on-call status on an individual basis subject to review and determination by the Employer and the Union.
- 10-114 Retention of Certain Employee Benefits by Transferees
- 10-115 The Employer agrees that employees transferring to a location represented by United Steelworkers, Local 7600, such as the Corona Call Center, Corona Data Center, and Ontario Regional Records Retention Center from other Kaiser Permanente Medical Care Programs will be entitled to retain their length of service, from most recent date of hire, for purposes of accruing vacation and accumulating sick leave.
- 10-116 The Employer agrees that employees who transfer from one of the Employer's facilities, who are provided pension benefits under an Employer's Pension Fund, to the Employer Fontana Pension Fund without interruption of continuous service with the Employer, will receive full service credit to determine retirement eligibility. Employees who transfer from the Employer's Fontana Pension Fund without interruption

of continuous service, to one of the other Employer's facilities, who are provided pension benefits under another Employer's Pension Fund will receive full service credit to determine retirement eligibility. The employees' pension benefit will be calculated upon the amount of credited service and level of benefit in effect at the time of retirement under each appropriate Employer's Pension Fund.

- 10-117 The above pertains only to bona fide prearranged transfers.
- 10-118 Automation and/or Technological Change
- 10-119 The Employer and the Union will carefully review the status of any employees displaced by automation and/or technological change. The Employer will review the status of employees affected by such changes in order to provide suitable retraining or alternate employment wherever practicable. Any mutually agreed placement shall not be construed to violate this Agreement.
- 10-120 Return to Bargaining Unit
- 10-121 Employees who are promoted or transferred out of the bargaining unit to a non-bargaining position within an area represented by the United Steelworkers, Local 7600, shall have full return rights to their formerly held job and lower rated jobs in the bargaining unit, provided such return occurs within a thirty (30) calendar day period.
- 10-122 Returns may be made for any reason.
- 10-123 Seniority will continue to accrue to the promoted or transferred employee for up to thirty (30) calendar days after leaving the bargaining unit.

1100 ARTICLE XI - GRIEVANCES AND ARBITRATION

1101 This Article, which shall be available to both the Union and the Employer, is to provide for the presentation and equitable adjustment of grievances. Should any difference(s) arise between the Employer and the Union relating to wages, hours of work, or other conditions of employment of any employee or group of employees, the dispute shall be disposed of in accordance with the provisions of this Article.

1102 Grievance Procedure

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

1104 Step One

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

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

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

1108 Step Two

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

1110 A Step Two grievance hearing will be held on a mutually agreeable date usually not more than fifteen (15) calendar days following the appeal. The Step Two hearing must include the Hospital Administrator or designee and/or Clinics Administrator or designee, the Human Resources Department Representative, and the Grievance Committee, the grievant and any others the parties feel are knowledgeable toward the full presentation of information.

1111 Minutes may be kept on Step Two meetings by the respective parties at their discretion.

1112 Unless mutually extended, the Employer will have ten (10) calendar days in which to give its answer to the Step Two hearing.

1113 Step Three

1114 If the grievance is not settled in Step Two, a written notice of appeal to Step Three shall be served within seven (7) calendar days following answer of the grievance in Step Two. The appeal notice shall again state the subject matter of the grievance, give the identifying number, and the objections of the appealing party to the previous answer.

1115 A Step Three grievance hearing shall be held upon a mutually agreeable date usually not more than fifteen (15) calendar days after appeal. Representatives of the Employer's Regional offices and representatives of the International Union, or their designees, shall conduct a hearing with the purpose of attempting to settle the grievance.

- 1116 In addition to the International Union Representatives who participate in Step Three of the grievance procedure, the Grievance Committee will be permitted to participate. Other Company and/or Union witnesses who may participate in this step will do so only to the extent of the presentation of evidence pertinent to resolving the problem.
- 1117 Either party may request a further statement of facts to be made available not later than five (5) calendar days preceding the date for the Step Three meeting.
- 1118 The total number of meetings required in Step Three to reach a satisfactory conclusion shall be determined jointly between the representatives of the parties.
- 1119 Unless mutually extended, the Employer will have fifteen (15) calendar days following the final hearing in which to give its answer to the Step Three hearing.
- 1120 Mediation
- 1121 The parties agree to the utilization, for selected grievances, of the following mediation procedure. Such process should occur following the Employer's Step Three response and prior to Union submission to arbitration.
- A. A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.
  - B. The mediator shall be selected by mutual agreement of the parties. The mediator shall serve for a one-day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The parties may select more than one (1) mediator to serve in future sessions, and if such is done, the mediators will rotate one-day assignments, unless removed.

- C. The expenses and fees of the mediator shall be shared equally by the parties.
- D. Attendance at mediation sessions shall be limited to the following:
  - UNION: Spokesperson  
Grievance Chairperson  
Grievant
  - EMPLOYER: Spokesperson  
Human Resources Representative
  - OBSERVERS: Either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
- E. Neither attorneys nor court reporters nor any other type of note takers shall be allowed to be present at the proceedings.
- F. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- G. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.
- H. The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one party.
- I. If settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory; the mediator's opinion

shall be given orally together with a statement of reasons for such.

- J. The mediator's verbal opinion shall be given strong consideration, and should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.
- K. If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the parties are free to arbitrate.
- L. If the grievance is arbitrated, the mediator shall not serve as the arbitrator, and nothing said nor done during the mediation process, either by the parties or the mediator, shall be used during arbitration.
- M. The grievant will be permitted time off from work subject to staffing availability to attend mediation proceedings and without loss of pay.

1122 Step Four - Arbitration

- 1123 If the grievance is not satisfactorily settled at Step Three, a written notice of appeal to arbitration shall be made within fifteen (15) calendar days of the Step Three answer. The appeal notice shall once again state the subject matter of the grievance, give identifying number, and objections of the appealing party to the previous answer.
- 1124 By separate agreement the parties have selected a panel of nine (9) arbitrators.
- 1125 In the event the panel is discontinued, an arbitrator may be appointed by mutual agreement of the parties. If mutual agreement cannot be reached on the selection of an arbitrator, it is agreed that the parties will jointly make request to the Federal Mediation and Conciliation Service for a panel of arbitrators.

- 1126 The expenses and salary of the Arbitrator shall be shared equally by the Employer and the Union.
- 1127 The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms or conditions of this Agreement.
- 1128 The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall render a decision within thirty (30) calendar days after the matter has been finally submitted, unless the parties mutually extend such time limits.
- 1129 General
- 1130 Grievances by the Employer, and grievances of a general nature by the Union shall be initiated directly in Step Two. Grievances involving the administration of the pension or other insured fringe benefits shall be initiated at Step Two.
- 1131 Steps One or Two may be waived by mutual agreement of parties.
- 1132 Failure of either of the parties to comply with the existing time limits in answering any step of the grievance procedure will result in automatic appeal of the grievance to the next higher step of the grievance procedure. The above does not exclude mutual agreement to waive time limits at any of the steps of the grievance procedure in the event there are extenuating circumstances affecting either of the parties.
- 1133 Problems which may arise from time to time regarding work load shall be brought by the employee or the Union on such employee's behalf to the appropriate department head or supervisor for discussion and resolution. In the event the matter is not resolved it may be introduced into the grievance procedure at Step Two.
- 1134 The President of the Local, or designee, and the Grievance Committee Chairperson, or designee, shall not lose pay through their participation in grievance or disciplinary meetings with Management. For Step Two and Step Three grievance meetings one (1) additional Union representative will not lose pay as a result of their participation in the grievance meeting.

1200 ARTICLE XII - DISCHARGE CASES

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

1202 Nothing shall preclude the employee from discussing the discharge with the immediate supervisor or department head, with or without the Grievance Committee person present prior to the filing of such grievance.

1203 At the discharge hearing, the facts concerning the case shall be made available to both parties. Following the hearing, the Employer will render a decision in accordance with the regular procedure of Step Two of the Grievance Procedure. The decision may be to reverse the discharge, depending upon the facts of the case.

1204 If the discharge is revoked, the employee shall be returned to employment and receive full compensation at his/her regular rate of pay for the time lost less any disciplinary suspension. In the event the Employer does not revoke the discharge, the employee may within seven (7) calendar days, appeal the grievance to Step Three.

1205 Additional decisions and appeals may be made in accordance with the remaining steps of the Grievance Procedure. Should it be determined by the Employer in Step Two or Three, or by the Arbitrator at Step Four, that the employee has been discharged without just and sufficient cause, the employee shall be reinstated. Such reinstatement may be with full back pay, no back pay or partial back pay as mutually agreed to by the parties or as determined by the Arbitrator.

1206 The Employer and Union agree that investigatory suspension will only take place when the Employer has reason to believe that the employee should be removed from the working environment in order to ensure employee, patient and visitor health, safety and well-being, or to protect the assets of the Organization. Under normal circumstances, the investigatory suspension shall be no longer than seven (7) calendar days.

1207 The Employer must notify the Union when an investigatory suspension is likely to exceed seven (7) calendar days.

1208 The foregoing shall not preclude a compromise settlement of a discharge case mutually agreed upon by the Employee and the Union.

1209 Notice of Disciplinary Action

1210 The Employer agrees to remove from an employee's personnel records, or any other file, any Notice of Disciplinary Action and/or memos for incidents of unsatisfactory performance for which there has been no recurrence of the same nature for one (1) year. Said one (1) year period shall commence on the date the Notice of Disciplinary Action and/or memo was issued, and will automatically be extended by any absences of sixty (60) consecutive calendar days or more for a period of time equal to the duration of said absence.

1211 Employees will be made aware of counseling notices, and other memorandum which pertain to disciplinary action(s).

1212 Discipline shall be administered in a timely manner.

1300 ARTICLE XIII - LEAVES OF ABSENCE

1301 Eligibility

1302 Leaves of absence without pay may be granted to full-time, part-time and on-call employees at the discretion of the Employer. All requests for leaves of absence by employees shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence (not to include Family Leave of Absence), an employee must have at least six (6) calendar months of continuous service. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the Medical Leave of Absence.

1303 Personal Leave of Absence

1304 Personal Leaves of Absence without pay may be granted for justifiable reasons, subject to the eligibility requirements, for specific time periods not to exceed thirty (30) calendar days. Under extenuating circumstances, the Employer shall give consideration to extending Personal Leaves of Absences. However, such extensions shall be granted at the discretion of the Employer and shall not exceed thirty (30) calendar days. Personal leaves of absence for situations covered by Family Leave will not be considered until the provisions described in the Family Leave Section have been exhausted.

1305 Medical Leave of Absence

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

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

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

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

1310 Occupational Injury or Illness Leave of Absence

1311 Commencing on the first (1st) day of employment, for those absences covered by Workers' Compensation, employees will be eligible for an Occupational Injury or Illness Leave of Absence for up to a maximum period of two (2) years. The two (2) year calculation period shall commence on the date the employee exhausts Sick Leave benefits. Such leaves shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician.

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

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

- 1314 The Employer will place employees released to return to work from an occupational injury or illness on a permanently restricted basis in their former job provided the employee is physically capable of performing the essential functions of the position. If the employee is unable to perform the essential functions of their former job, that employee may then exercise seniority rights as provided in this Agreement. Where appropriate, the Employer will provide all reasonable accommodations and necessary vocational/rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.
- 1315 An Occupational Injury or Illness Leave of Absence shall be extended throughout any period of temporary disability or permanent disability for a period not to exceed thirty (30) days after the employee has been awarded a permanent disability by the Workers' Compensation Appeals Board.
- 1316 Upon release by the attending physician for occupational injury or illness, the Employer may request that the employee provide a return-to-work authorization containing the name of physician, signature, clarification of disability, and date released to return to work, within sufficient time to enable the Employer to conduct an analysis of essential functions and reasonable accommodations, if any.
- 1317 Military Leave of Absence
- 1318 All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of USERRA, as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of that Act.
- 1319 Commencing on the first day of employment, employees called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing the Employer with a certificate of evidence of such service, shall be granted a Military Leave of Absence without pay. In those cases where employees are in a reserve status and serve an annual two (2) week commitment, employees may request and receive vacation pay for the period of absence, if otherwise eligible. In no case will employees receive pay, other than vacation pay, for a Military Leave of Absence. Prior to the granting of Military Leave or vacation as referred to herein, the Employer

may require an employee to submit a copy of the appropriate military orders.

- 1320 The Employer shall accord to each employee who applies for reemployment, after conclusion of his/her military service, such reemployment rights as he/she shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.
- 1321 The Employer agrees that employees on extended military duty will have their Vacation, Life Balance Days, Sick Leave and other benefits restored upon reinstatement in accordance with the above named statutes.
- 1322 Military leaves of Absence will be granted in accordance with the Employer's Military Leave Policy or State and Federal Law.
- 1323 Personal Time Off
- 1324 Commencing on the first day of employment, where circumstances warrant, an employee may request and may receive Personal Time Off without pay for short periods of time not to exceed five (5) work days. Such requests shall not be unreasonably denied. In a verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice and, such employees will be released from duty as soon as possible. It shall not be a condition of the granting of Personal Time Off that the employee secure his/her own replacement. Employees may not be denied Personal Time Off because they have accumulated Vacation, Life Balance Days or Sick Leave. The Employer considers critical illness of immediate family members to be a justifiable reason to request Personal Time Off or Leave of Absence, and that unpaid time off will be granted if staffing considerations permit. Requests for paid time off will be granted prior to non-emergency requests for Personal Time Off.

1325 Family Leave of Absence

1326 The Employer will comply with the provisions of the California Family Rights Act of 1991, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this Paragraph must be pursued under the procedures of those Acts.

1327 Leaves for situations which are covered by Family Leave and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.

1328 Return from Leave of Absence

1329 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. The Employer will reinstate employees returning from an authorized leave of absence on their next available shift unless business reasons necessitate otherwise. Such employees will be reinstated to their former job in which they were employed prior to the leave of absence. If the former job is no longer available, the employee may exercise his/her seniority rights as they existed at the time the job was modified or deleted had the employee not been on leave of absence.

1330 Employees on nonoccupational Medical Leave of Absence who are unable to return to work at the expiration of the authorized leave of absence period shall be placed on medical layoff with the following understandings:

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

- b. Employees with one (1) year or more but less than three (3) years of continuous service will retain full seniority rights to his/her job for ninety (90) calendar days, and recall rights to said job classification for an additional ninety (90) calendar days thereafter. If said employee has not returned to work within such one (1) year period, he/she will be terminated.
- c. Employees with three (3) or more years of continuous service will retain full seniority rights to his/her job for one hundred eighty (180) calendar days, and recall rights to said job classification for an additional one hundred eighty (180) calendar days thereafter. If said employee has not returned to work within such two (2) year period, he/she will be terminated.

1331 Benefits While on Medical Leave

1332 Premiums for continued Health Plan coverage (including vision benefit, Mental Health and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Medical Leave and, in the case of disabilities due to pregnancy, will be paid by the Employer for a period of the leave, providing three (3) calendar months elapse between incidents of application. For this purpose, an initial incident of application will be considered to end when the maximum period of the initial authorized Medical Leave expires, according to an employee's eligibility for Medical Leave.

1333 Employees on a Medical Leave are eligible for benefit accruals of accrued Vacation, Sick Leave, and Life Balance Days for one (1) month.

1334 Benefits While on Occupational Injury or Illness Leave

1335 Premiums for continued Health Plan coverage (including vision benefit, Mental Health and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Occupational Injury or Illness Leave will be paid by the Employer during the entire period of leave.

- 1336 Employees on an Occupational Injury or Illness Leave are eligible for benefit accruals of accrued Vacation and Sick Leave and Life Balance Days for one (1) month.
- 1337 Benefits While on Family Leave
- 1338 Premiums for continued Health Plan coverage (including vision benefit, Mental Health and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Family Leave will be paid by the Employer during the entire period of leave.
- 1339 Employees on a Family Leave are eligible for benefit accruals of accrued Vacation, Sick Leave, and Life Balance Days for one (1) month.
- 1340 Benefits While on Personal Leave
- 1341 Premiums for continued Health Plan coverage (including vision benefit, Mental Health and prepaid prescription drug), Dental Plan coverage and Employer-paid Group Life Insurance coverage during an authorized Personal Leave will be paid by the Employer during the entire period of leave not to exceed thirty (30) calendar days.
- 1342 Employees on a Personal Leave are eligible for benefit accruals of accrued Vacation, Sick Leave and Life Balance Days for one (1) month.
- 1343 Education Leave/Home Study Leave
- 1344 Education Leave/Home Study Leave, for the purpose of maintaining and upgrading professional skills, shall be granted to those employees in classifications where a license or certificate issued by the State of California is required for employment.
- 1345 Such leave or Home Study Leaves will be granted up to five (5) workdays per year for full-time employees and three (3) workdays per year for part-time and on-call employees after the completion of two (2) full years of continuous service. Pay for such leave will be at straight time. Education Leave or Home Study will not be cumulative from year to year. For the purpose of pay for Home Study, a minimum of six (6) CEU's is necessary to qualify for eight (8) hours straight time pay and

an employee will not receive such pay until after they evidence that the CEU's have been credited.

1346 Request for such leave should be submitted to local management sufficiently in advance of the program to enable scheduling for the employee's absence. Consistent with the purposes set forth above, final approval for attendance must be obtained from local management.

1347 In addition, management consideration for paid leave shall be given any employee in any classification who requests permission to attend classes, seminars, workshops, etc., which shall enhance the quality of medical care and medical care support services provided at the facility.

1348 Those employees directed by the Employer to attend an education program shall have all costs of the program paid by the Employer and shall be compensated for all hours they would have been scheduled to work.

1349 Tuition Reimbursement

1350 The Employer's standard education tuition reimbursement program will apply to employees who are regularly scheduled to work at least twenty (20) hours a week, and who have at least six (6) months of service, and who successfully complete approved courses.

1400 ARTICLE XIV - HEALTH PLAN, INSURANCE, DENTAL AND PENSION

1401 The basic provisions for Employer provided health plan coverage, life insurance coverage, dental coverage and the pension plan are defined as provided for in the Local Agreement.

1402 Employee Health Plan Coverage

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

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

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

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

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

1411 Early Retirement

1412 Kaiser Foundation Health Plan Coverage, Employer-paid, shall be provided at age sixty-five (65) to each eligible employee who retires prior to age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program. However, employees who have ten (10) years of service prior to January 1, 1990 will be eligible for Employer-paid Health Plan at their Early retirement date. Coverage will also be extended to the spouse/domestic partner of the eligible retiree and for eligible dependent children until they reach limiting age. "Special dependent" children who meet the eligibility requirements will also receive health care coverage for the life of the retiree. Upon attaining age sixty-five (65), the retiree and/or spouse/domestic partner must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan coverage. Once enrolled in Medicare, the retiree and/or spouse/domestic partner will thereafter be provided Employer-paid Health Plan Coverage coordinated with Medicare. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/domestic partner. For employees hired prior to November 1, 1986, the Employer will reimburse the retiree and/or spouse/domestic partner the cost of Part B of Medicare on a quarterly basis.

1413 Disability Retirement

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

1415 Normal Retirement

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

1417 Postponed Retirement

1418 Kaiser Foundation Health Plan Employer-paid Coverage coordinated with Medicare shall be provided to each eligible employee who retires beyond age sixty-five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program and who enrolls in Parts A and B of Medicare at the time of retirement. Coverage will also be extended to the spouse/domestic partner of the eligible retiree provided the spouse enrolls in Parts A and B of Medicare at time of spouse's/domestic partner's retirement or when first eligible. Coverage shall continue for eligible dependent children until they reach limiting age. "Special Dependent" children who meet the eligibility requirements will also receive health care coverage for the life of the retiree. An employee and/or spouse/domestic partner who does not enroll in Parts A and B of Medicare at retirement will not receive health care benefits. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree. For employees hired prior to November 1, 1986, the Employer will reimburse the retiree and/or spouse/domestic partner the

cost of Part B of Medicare on a quarterly basis. The preceding fifteen (15) year service requirement shall apply to employees hired on or after November 1, 1986.

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

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

coordinated program and non-Medicare coordinated coverage premiums.

1428 Dental Plan

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

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

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

1432 Pre-paid Dental Plans

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

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

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

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

This benefit applies only to Delta Dental member dentists.

1436 Orthodontia Benefit

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

1438 Group Life Insurance

- 1439 The Employer will provide each full-time employee scheduled to work thirty-two (32) or more hours per week covered by this Agreement with six thousand dollars (\$6,000) of Group Life Insurance coverage with a Total and Permanent Disability (T&PD) which pays out the face amount of the Life Insurance coverage in monthly installments in the event of disability, and six thousand dollars (\$6,000) in Accidental Death and Dismemberment (AD&D) coverage. These policies will be effective on the date of hire, and the premiums will be paid by the Employer.
- 1440 Non-full-time employees scheduled to work 20 to 31 hours per week shall be provided with a three thousand dollar (\$3,000) Group Life Insurance Policy and a three thousand dollar (\$3,000) Accidental Death and Dismemberment Policy with the premiums being paid by the Employer. Coverage shall become effective on the employee's date of hire.
- 1441 Employees who retire with Life Insurance under the provisions of the Kaiser Permanente Fontana Pension Plan will receive Employer-paid life insurance of three thousand dollars (\$3,000) and AD&D of three thousand dollars (\$3,000).
- 1442 Except for coverages continued under total and permanent disability provisions, all coverages which apply to active employees cease upon retirement or other termination of employment, subject to the provisions for conversion to individual policies.
- 1443 Optional Life Insurance
- 1444 An eligible employee may choose to purchase one of the following optional life insurance programs at the employee's cost.

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

- 1445 The employee must elect to purchase the optional life insurance at time of hire. Coverage will be effective on the date of hire. Full-time employees who elect coverage at a future date must provide proof of insurability.
- 1446 If an employee who has elected an optional life insurance program becomes totally and permanently disabled, \$10,000 in basic life coverage will be paid out in monthly installments under a total and permanent disability provision. If the employee has elected Program 2, Program 3 or Program 4, the remainder of his or her basic life coverage, not subject to the total and permanent disability provisions, would remain in force in accordance with the duration of benefit schedule or until the employee returns to work.
- 1447 Pension Plan
- 1448 The provisions of the Pension Agreement between the parties shall be part of this Agreement. The Pension Agreement shall be under separate cover.
- 1449 Limitations
- 1450 Coverages, limitations and exclusions of the foregoing Health Insurance Plan, Dental Plan and Life Insurance Plan are established by the Employer's Agreement with the insurance carrier.
- 1451 Tax Deferred Retirement Savings Plan
- 1452 The Employer has established the Kaiser Permanente 401k to provide eligible USW bargaining unit members with a tax deferred retirement savings plan. The future of the Plan and its provisions will be determined by the Employer.
- 1453 Survivor Benefit
- 1454 Each active full-time, part-time and regularly scheduled on-call employee will be provided a survivor benefit equal to one (1) month's base salary. This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

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

1501 Limitations of Benefits

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

1503 Definitions

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

1505 An on-call employee is an employee who is scheduled to work a minimum of twenty (20) hours per week but not more that forty (40) hours per week.

1506 On-call variable employees are those employees that are scheduled at least twenty (20) hours per week but may be called in as needed to fill vacancies or to assist where additional work is necessary.

1507 On-call set employees are those employees who are regularly scheduled to work a specific schedule.

1508 All on-call employees are expected to accept and work additional hours. Overtime shall be awarded in accordance with Paragraph 741.

1509 Non-Benefited Positions

1510 Based upon mutual agreement with the Union, confirmed in writing, non-benefited positions of less than twenty (20) hours per week may be posted.

1511 Temporary Employees

1512 Temporary employees shall mean those external employees hired for a specific period of time, not to exceed one hundred and eighty (180) calendar days to cover a vacancy for a specific employee. Temporary employees will not be extended beyond one hundred and eighty (180) calendar days. Temporary employees shall not accumulate seniority for any purpose. The employer will provide written notification to the Union when temporary employees are hired. Temporary employees are excluded from Paragraph 1003 (Probationary Employees).

1513 Temporary Agency Workers

1514 Temporary agency workers shall mean those workers who are selected by the Employer from a third party vendor for a specific period of time to fill temporary needs not filled by other collective bargaining agreement processes.

1515 Limitations

1516 The limitations of benefits as specified, contain all limitations indicated and intended by the parties, and all other provisions of this Agreement apply to all non-full-time employees.

1517 Benefits

1518 Holiday Pay

1519 A non-full-time employee who works five (5) or more days in a payroll period in which a holiday falls and who meets the eligibility qualifications shall receive the same holiday pay as full-time employees.

- 1520 A non-full-time employee who works less than five (5) days in a payroll period in which a holiday falls and who meets the eligibility qualifications shall receive holiday pay on the basis of the total hours worked in the pay period in which the holiday is observed, divided by ten (10) and multiplied by the employee's average straight-time hourly rate of earnings in the pay period. An unworked holiday will count as a day worked in computing such pay.
- 1521 On-call Employees Work Allocation
- 1522 Under normal circumstances, and if sufficient work is available, the more senior employee in a unit or department shall be given first opportunity to perform such work. The parties agree that there may be situations wherein less senior on-call employees will be given first opportunity to perform such work in order to maintain an ample force of qualified on-call employees. (Cross Reference Article VII, Paragraph 730)
- 1600 ARTICLE XVI - NEW OR REVISED JOBS
- 1601 At such time as the Employer establishes a new job, or changes the job content of an existing job, a job description shall be written and a rate established for such new or changed job in accordance with the following procedure.
- 1602 Job Description and Rate
- 1603 When a new job description is established or an existing job is to be revised, the Employer will advise the Union of such job prior to the assignment of an employee to the position. The Employer will prepare a job description setting forth the duties of the new or revised job.
- 1604 Job Descriptions will be signed and dated by Senior Labor Relations Representative and United Steelworkers International Representative. A job description not signed by both the Company and Union Representatives will not be considered as an official job description for any purpose.

- 1605 The Employer will also prepare a proposed rate to be applied to said job. Such rate shall be based upon the requirements of the job under consideration, its relation to the Employer's rate structure and to existing jobs as evaluated utilizing the Job Evaluation Manual agreed upon by the parties. A change in job duties shall not necessarily require a change in rate.
- 1606 Such description and proposed rate shall be presented to the Union in writing prior to the assignment of any employee to the job, or as soon thereafter as is possible, but not later than thirty (30) days after the job is established or revised. The purpose of this action will be to reach agreement with the Union concerning the content of the job description and the proposed rate.
- 1607 Should agreement be reached with the Union subject to the approval of the International Representative of the Union, the job and rate shall be placed in effect on a permanent basis and the rate shall not be subject to change except upon a subsequent revision of the job duties.
- 1608 Trial Period
- 1609 In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Union may use the grievance procedure in objecting to the permanent rate for the job. Any such grievance shall be based upon the Job Evaluation Manual.
- 1610 No grievance shall be filed until a forty-five (45) calendar day trial period has elapsed from the date the proposed rate first became effective. Any such grievance shall be filed within a twenty-one (21) calendar day period following the trial period. If no grievance is filed, the proposed rate shall become a permanent rate.
- 1611 Permanent Rate
- 1612 When the rate has been fixed by mutual agreement, or has become permanent under one of the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be

deemed to be the date the job description and proposed rate were placed in effect by the Employer.

1613 Should the Union believe that a job has been changed or a new job established without use of the above procedure, the Union shall be entitled to file a grievance to secure an agreement regarding such change, in which event any change in rate shall be effective from the date such grievance is filed.

1614 The Employer will advise the Union of the implementation of all future non-bargaining unit jobs except those deemed by the Employer to be supervisory or managerial. Such notification will consist of a synopsis of the duties of the subject job.

1615 Job Evaluation

1616 The existing job evaluation program as defined in the job evaluation manual and agreed upon by both parties will be continued.

1700 ARTICLE XVII – SAFETY AND HEALTH

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

1800 ARTICLE XVIII - CONFIDENTIAL MEDICAL CHARTS

1801 The Employer does not condone the review and/or disclosure of contents of employee or other patient medical charts by any employee authorized access to contents of such medical charts in performance of their job duties. Supervisors will not initiate calls to physicians to discuss employee's medical problems or off-work orders.

1802 Employees whose job duties do not require any need for handling or having access to contents of medical charts will not and shall not, handle or have access to such medical charts. Any variation from this policy is a violation of confidentiality of medical records, medical ethics and specific agreement reached by the parties.

1900 ARTICLE XIX - SAVING CLAUSE

1901 If any Article, Section, Paragraph, Clause or Phrase of this Agreement shall by any State, Federal or other law, or by decision of any Court, be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

2000 ARTICLE XX - BULLETIN BOARDS

2001 The Employer will provide bulletin board(s) for the posting of Union material. When new facilities are opened, the location and number of said bulletin board(s) will be determined by mutual consent. The Employer will also provide a key to the Union for all new bulletin boards that are enclosed.

2100 ARTICLE XXI - TERMINATION DATE AND NOTICE

2101 Termination Date

2102 The terms and conditions of this Agreement shall continue in effect until 12:01 a.m., October 1, 2010, unless extended or modified by mutual agreement of the parties hereto. Notice to terminate the terms and conditions of this Agreement shall be in writing and shall be given at least ninety (90) days prior to the above date by either of the parties of this Agreement. During the ninety (90) day period, the parties shall meet for the purpose of negotiating a new Agreement concerning wages, rate of pay, hours of work, and other conditions of employment.

2103 Notice

2104 Any notice to be given under this Agreement shall be given by registered mail, and if by the Employer, be addressed to the United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222, and if by the Union, to the Employer at 393 East Walnut Street, Pasadena, California 91188. Either party may by like written notice, change the address.

In witness whereof, the parties hereto affix their signatures.

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

/S/ J. Weisz M.D  
J. Weisz M.D.

/S/ Greg Christian  
Greg Christian

/S/ Benjamin K. Chu M.D.  
Benjamin Chu

/S/ George Velasco  
George Velasco

/S/ Thomas J Williamson  
T. Williamson

/S/ Kathy Sager  
Kathy Sager

/S/ Patti Carson  
P. Carson

/S/ Kal Khoury  
Kal Khoury

/S/ Jill Duplechan  
J. Duplechan

/S/ Susan Raney  
Susan Raney

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

/S/ Kim Labiaga  
K. Labiaga

/S/ Barbara Gilkerson  
Barbara Gilkerson

/S/ Veronica Brunson  
Veronica Brunson

/S/ Kok Lim  
Kok Lim

/S/ Michael A Belmont  
Michael A Belmont

/S/ Theo Bruins  
Theo Bruins

In witness whereof, the parties hereto affix their signatures.

UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION, AFL-CIO-CLC

/S/ Leo W. Gerard

Leo W. Gerard  
International President

/S/ James D. English

James D. English  
Intl. Secretary/Treasurer

/S/ Thomas Conway

Thomas Conway  
Intl. Vice President (Administration)

/S/ Fred Redmond

Fred Redmond  
Intl. Vice President (Human Affairs)

/S/ Terry L. Bonds

Terry L. Bonds, Director, District 12

/S/ Wayne A. Clary

Wayne A. Clary, Sub-District Director

In witness whereof, the parties hereto affix their signatures.

NEGOTIATING COMMITTEE

/S/ Wayne A. Clary  
Wayne A. Clary

/S/ Phil Rayner  
Phil Rayner

/S/ Roy Wiles  
Roy Wiles

/S/ Virginia Fortner  
Virginia Fortner

/S/ Janis Thorn  
Janis Thorn

/S/ Ruth Estes  
Ruth Estes

/S/ Sam Holly  
Sam Holly

/S/ Wanda Jenkins  
Wanda Jenkins

/S/ Sue Fram  
Sue Fram

/S/ Madeline Chero  
Madeline Chero

/S/ Loureen Evans  
Loureen Evans

/S/ Brenda Lancaster  
Brenda Lancaster

## **Appendix A**

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

#### **JOB FAMILY DEFINITIONS**

##### **SUPPORT SERVICE**

**THE SUPPORT SERVICE JOB FAMILY IS RESPONSIBLE FOR PROVIDING PHYSICAL ENVIRONMENT FOR MEMBERS, EMPLOYEES, MEDICAL STAFF AND THE GENERAL PUBLIC. THIS GROUP OF CLASSIFICATIONS INCLUDES, BUT IS NOT LIMITED TO ENVIRONMENTAL SERVICES, MATERIAL MANAGEMENT, AND FOOD SERVICES.**

##### **PATIENT CARE**

**THE PATIENT CARE JOB FAMILY IS RESPONSIBLE FOR THE PROVISION OF SAFE AND APPROPRIATE PATIENT CARE. THIS GROUP OF CLASSIFICATIONS ROUTINELY ASSIST PHYSICIANS AND PROVIDERS CHARGED WITH THE CARE OF A PARTICULAR MEMBER.**

##### **CLERICAL**

**THE CLERICAL JOB FAMILY IS RESPONSIBLE FOR THE PERFORMANCE OF GENERAL OR SPECIALIZED CLERICAL SUPPORT ACTIVITIES FOR A DEPARTMENT OR SERVICE. THIS GROUP OF CLASSIFICATIONS UTILIZES KNOWLEDGE OF POLICIES AND/OR PROCEDURES TO SUPPORT THE BUSINESS OPERATIONS OF THE MEDICAL CENTER OR FACILITY**

##### **TECHNICAL**

**THE TECHNICAL JOB FAMILY IS RESPONSIBLE FOR THE PROVISION OF OR SUPPORT TO THE APPROPRIATE DIAGNOSTIC AND/OR THERAPEUTIC SERVICES AS REQUIRED IN EXAMINATION, CARE AND TREATMENT OF MEMBERS. THIS GROUP OF CLASSIFICATION PROVIDES SERVICE TO MEMBERS AND THEIR FAMILIES AS DIRECTED BY THE MEDICAL STAFF.**

## **EQUIPMENT SERVICES**

**THE EQUIPMENT SERVICES JOB FAMILY IS RESPONSIBLE FOR THE PROVISION OF MAINTENANCE OF NON-PATIENT AND PATIENT RELATED EQUIPMENT. THIS GROUP OF CLASSIFICATIONS SUPPORTS THE EFFICIENT PLANT AND FACILITY OPERATIONS AT THE MEDICAL CENTER AND/OR FACILITY.**

## **INFORMATION TECHNOLOGY**

**THE INFORMATION TECHNOLOGY JOB FAMILY IS RESPONSIBLE FOR THE PROVISION OF PRINT, TAPE, DISTRIBUTION, AND OPERATIONAL SUPPORT.**

**SUPPORT SERVICES JOB FAMILY**  
**WAGE SCHEDULES**

<u>Grade</u>	<u>Job Title</u>
SS-A	No Jobs
SS-B	Dietary Aide Housekeeping Attendant Linen Room Attendant
SS-C	Dietary Storeroom Worker Mail Room Messenger <u>Perioperative Assistant</u>
SS-D	Lead Dietary Aide Lead Housekeeping Attendant Lead Linen Room Attendant Storeroom Clerk
SS-E	Courier Grill Cook Lead Dietary Storeroom Worker
SS-F	Storeroom Worker Transportation Aide
SS-G	First Cook Shipping/Receiving Clerk Storeroom Worker/Driver
SS-H	Lead Storeroom Worker Lead Transportation Aide Pharmacy Stock Clerk Truck Driver
SS-I	No Jobs
SS-J	<u>Truck Driver (Regional)</u>
SS-K	<u>No Jobs</u>

## Appendix A

### KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS LOCAL 7600

#### CLERICAL JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
C-A	Chart Room Clerk <u>Unit Secretary Trainee</u>
C-B	Dept. Clerk I Diet Clerk Dietary Cashier File Clerk Home Health Clerk I <u>OHS Clerk</u> Safety and Security Clerk
C-C	Centrex Operator Diagnostic Imaging File Clerk Lead <u>Chartroom</u> Clerk Receptionist I Records Clerk I Area Claims Clerk
C-D	Administrative Services Clerk Anesthesia Clerk <u>Business Services Collection Clerk</u> Cancer Registry Clerk Clerk Plant Services Construction Liaison Clerk Data Entry Clerk Department Clerk II Dietary Systems Clerk <u>DPST Data Entry Clerk</u> Emergency Room Clerk Intermediate Clerk Typist Inventory Control Assistant

Clerical Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
C-D	Lab/Pathology Department Clerk Medical Library Clerk Optical Customer Host Pharmacy Assistant Receptionist II/Cash Appt. Clerk Receptionist (Radiology, Psychiatry) Records Clerk II Social Services Clerk Subpoena Clerk Surgery Scheduling Clerk
C-E	Admitting Clerk Alcoholism Clerk AOU Clerk Business Office Clerk <u>Customer Services Representative</u> Diagnostic Imaging Scheduling Coordinator Health Education Clerk Home Health Clerk II <u>Laboratory Assistant</u> Medical Library Technician Member Health Education Clerk Membership Service Clerk OHS Claims Processor I <u>Ortho Surgery Scheduling Clerk</u> Outside Case Management Clerk Psychiatric Social Clerk <u>Regional Chartroom Clerk</u> Respiratory Care Clerk Scheduling Coordinator Senior Centrex Operator <u>Unit Secretary</u> Volunteer Services Clerk <u>Wellness Resources Store Clerk</u>

Clerical Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
C-F	A/P Liaison Clerk
	Clerk Typist/Peds
	<u>Diagnostic Imaging File Clerk</u>
	<u>Diagnostic Imaging Scheduling Coordinator</u>
	<u>DPST Claims Adjuster</u>
	Home Health Clerk III
	<u>Insurance Clerk</u>
	Lead Clerk Plant Services
	Lead Data Entry Clerk
	Lead Pharmacy Assistant
	Lead Receptionist II/Cash Appt.Clerk
	<u>OHS Claims Processor I</u>
	Lead Receptionist (Radiology,Psychiatry)
	Lead Surgery Scheduling Clerk
	Medical Transcriptionist I
	Membership Services Representative
	Orthopedic Liaison
	Patient Support Representative I
	Records Clerk III
	Senior Appointment Clerk
Tool Crib Attendant	
C-G	<u>Biller I</u>
	<u>DPST Collector</u>
	<u>Diagnostic Imaging Scheduling Coordinator II</u>
	Education and Research Secretary
	Education and Research Transcriber
	Insurance Clerk II
	Lead Home Health Clerk
	<u>Lead Regional Chartroom Clerk</u>
	<u>Master Scheduler</u>
	Medical Secretary
	<u>Psych Social Clerk II</u>
	Records Clerk IV
	Records Technician I
	Revenue Support Clerk

Clerical Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
	Senior Admitting Clerk Senior Business Office Clerk Senior Membership Service Clerk Senior Psychiatric Clerk
C-H	Abstract Clerk Cancer Registrar Assistant <u>Lead Diagnostic Imaging File Clerk</u> Lead Records Clerk III Medical Transcriptionist II Quality Assurance Secretary
C-I	Cancer Registrar <u>DPST Revenue Biller</u> <u>Lead Diagnostic Imaging Scheduling Coordinator</u> OHS Claims Processor II Patient Support Representative II Records Technician II Revenue Biller Senior Medical Secretary
C-J	Lead Medical Transcriber
C-K	Financial Counselor Lead Cancer Registrar Lead Records Technician
C-L	Logistics Coordinator
C-M	Evaluation and Management Coder
C-N	Health Information Coder Trainee
<u>MSP</u>	<u>Cancer Registrar</u> <u>Lead Cancer Registrar</u> <u>Health Information Coder I</u>

Clerical Job Family - Wage Schedules (continued)

**Grade**

**Job Title**

MSP

Health Information Coder II

Health Information Coder III

## Appendix A

### KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS LOCAL 7600

#### PATIENT CARE JOB FAMILY WAGE SCHEDULES

<u>Grade</u>	<u>Job Title</u>
P.C.-A	Medical Assistant I
P.C.-B	No Jobs
P.C.-C	<u>Junior Ortho Technician</u>
P.C.-D	No Jobs
P.C.-E	No Jobs
P.C.-F	Patient Care Assistant Trainee Physical Therapy Aide II
P.C.-G	<u>No Jobs</u>
P.C.-H	Home Health Aide Trained Aide Medical Assistant II Patient Care Assistant Rehabilitation Technician
P.C.-I	Emergency Care Assistant <u>Emergency Room Technician</u> Health Appraisal Assistant <u>Lift Technician</u> <u>Ortho Technician</u> <u>Senior Trained Aide</u>

Patient Care Job Family - Wage Schedules (continued)

<u>Grade</u>	<u>Job Title</u>
P.C.-J	<u>Cognitive Rehab Technician</u> Diet Technician Podiatry Technician
P.C.-K	<u>LVN-Inpatient</u> <u>LVN-Outpatient</u> <u>LVN-Newborn Hearing Coordinator</u> <u>Physical Therapy Assistant</u> <u>Senior Anesthesia Technician</u>
P.C.-AA	Chemical Dependency Recovery Counselor
<u>MSP</u>	<u>Lead Respiratory Care Practitioner</u> <u>Respiratory Care Pratitioner</u> <u>Senior Ortho Technician</u>

## Appendix A

### KAISER PERMANENTE MEDICAL CARE PROGRAM UNITED STEELWORKERS LOCAL 7600

#### TECHNICAL JOB FAMILY WAGE SCHEDULES

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

Technical Job Family - Wage Schedules (continued)

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

**Appendix A**

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

**EQUIPMENT SERVICES JOB FAMILY  
WAGE SCHEDULES**

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

**Appendix A**

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

**CORONA DATA CENTER**

**INFORMATION TECHNOLOGY JOB FAMILY  
WAGE SCHEDULES**

<b><u>Grade</u></b>	<b><u>Job Title</u></b>
<u>I.T. - A</u>	<u>No Jobs</u>
<u>I.T. - B</u>	<u>Distribution Control Clerk</u>
<u>I.T. - C</u>	<u>Peripheral Control Clerk</u>

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**SUPPORT SERVICES JOB FAMILY**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>JOB CODE</b>	<b>EFFECTIVE DATE</b>	<b>STEP 1 START</b>	<b>STEP 2 6 MO</b>	<b>STEP 3 1 YR</b>	<b>STEP 4 2 YR</b>	<b>STEP 5 3 YR</b>	<b>STEP 6 5 YR</b>	<b>10 YR LNG</b>	<b>15 YR LNG</b>	<b>20 YR LNG</b>	<b>25 YR LNG</b>
LAB ATTENDANT	A	35580	10/1/2005	10.422	10.943	11.489	12.065	12.720	13.304	13.604	13.704	13.804	13.904
SUPPLY ATTENDANT		47841	10/1/2006	10.839	11.381	11.949	12.548	13.229	13.836	14.136	14.236	14.336	14.436
				10/1/2007	11.273	11.836	12.427	13.050	13.758	14.389	14.689	14.789	14.889
DIETARY AIDE	B	45444	10/1/2005	10.601	11.132	11.690	12.275	12.890	13.535	13.835	13.935	14.035	14.135
HOUSEKEEPING ATTENDANT		40140	10/1/2006	11.025	11.577	12.158	12.766	13.406	14.076	14.376	14.476	14.576	14.676
KITCHEN PORTER		45422	10/1/2007	11.466	12.040	12.644	13.277	13.942	14.639	14.939	15.039	15.139	15.239
LINEN ROOM ATTENDANT		40145											
APPAREL ATTENDANT	C	47857	10/1/2005	10.781	11.320	11.886	12.481	13.106	13.760	14.060	14.160	14.260	14.360
DIETARY STOREROOM WORKER		45442	10/1/2006	11.212	11.773	12.361	12.980	13.630	14.310	14.610	14.710	14.810	14.910
MAIL ROOM MESSENGER		24072	10/1/2007	11.660	12.244	12.855	13.499	14.175	14.882	15.182	15.282	15.382	15.482
PERIOPERATIVE ASSISTANT		20953											
LEAD DIETARY AIDE	D	45445	10/1/2005	10.963	11.511	12.087	12.692	13.325	13.992	14.292	14.392	14.492	14.592
LEAD HOUSEKEEPING ATTENDANT		47849	10/1/2006	11.402	11.971	12.570	13.200	13.858	14.552	14.852	14.952	15.052	15.152
LEAD LINEN ROOM ATTENDANT		47859	10/1/2007	11.858	12.450	13.073	13.728	14.412	15.134	15.434	15.534	15.634	15.734
RESPIRATORY CARE AIDE		35732											
STOREROOM CLERK		40050											
COURIER	E	20048	10/1/2005	11.141	11.699	12.283	12.896	13.542	14.217	14.517	14.617	14.717	14.817
GRILL COOK		40117	10/1/2006	11.587	12.167	12.774	13.412	14.084	14.786	15.086	15.186	15.286	15.386
LEAD DIETARY STOREROOM WORKER		45443	10/1/2007	12.050	12.654	13.285	13.948	14.647	15.377	15.677	15.777	15.877	15.977
PATIENT SERVICE DRIVER		40127											
STOREROOM WORKER	F	40045	10/1/2005	11.321	11.888	12.482	13.109	13.761	14.449	14.749	14.849	14.949	15.049
TRANSPORTATION AIDE		40124	10/1/2006	11.774	12.364	12.981	13.633	14.311	15.027	15.327	15.427	15.527	15.627
				10/1/2007	12.245	12.859	13.500	14.178	14.883	15.628	15.928	16.028	16.128

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**SUPPORT SERVICES JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
FIRST COOK	G	40110	10/1/2005	11.564	12.143	12.749	13.388	14.055	14.759	15.059	15.159	15.259	15.359
SHIPPING/RECEIVING CLERK		40053	10/1/2006	12.027	12.629	13.259	13.924	14.617	15.349	15.649	15.749	15.849	15.949
STOREROOM WORKER/DRIVER		40121	10/1/2007	12.508	13.134	13.789	14.481	15.202	15.963	16.263	16.363	16.463	16.563
LEAD STOREROOM WORKER	H	43535	10/1/2005	11.742	12.330	12.944	13.593	14.278	14.990	15.290	15.390	15.490	15.590
LEAD TRANSPORTATION AIDE		47711	10/1/2006	12.212	12.823	13.462	14.137	14.849	15.590	15.890	15.990	16.090	16.190
OPERATING ROOM CORE ASST		36896	10/1/2007	12.700	13.336	14.000	14.702	15.443	16.214	16.514	16.614	16.714	16.814
PHARMACY STOCK CLERK		20564											
**NO JOBS	I	--	10/1/2005	11.925	12.520	13.147	13.803	14.495	15.219	15.519	15.619	15.719	15.819
			10/1/2006	12.402	13.021	13.673	14.355	15.075	15.828	16.128	16.228	16.328	16.428
			10/1/2007	12.898	13.542	14.220	14.929	15.678	16.461	16.761	16.861	16.961	17.061
TRUCK DRIVER	J	47712	10/1/2005	12.101	12.706	13.343	14.012	14.711	15.449	15.749	15.849	15.949	16.049
			10/1/2006	12.585	13.214	13.877	14.572	15.299	16.067	16.367	16.467	16.567	16.667
			10/1/2007	13.088	13.743	14.432	15.155	15.911	16.710	17.010	17.110	17.210	17.310
**NO JOBS	K	--	10/1/2005	12.284	12.897	13.543	14.221	14.934	15.681	15.981	16.081	16.181	16.281
			10/1/2006	12.775	13.413	14.085	14.790	15.531	16.308	16.608	16.708	16.808	16.908
			10/1/2007	13.286	13.950	14.648	15.382	16.152	16.960	17.260	17.360	17.460	17.560

\*\* MSI RULES APPLY WHEN ADDING A JOBCODE TO THIS PAYLINE

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

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**CLERICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
CHART ROOM CLERK	A	20324	10/1/2005	12.331	12.947	13.594	14.273	14.987	15.870	16.170	16.270	16.370	16.470
CLERK TYPIST		24094	10/1/2006	12.824	13.465	14.138	14.844	15.586	16.505	16.805	16.905	17.005	17.105
INFORMATION CLERK I		24100	10/1/2007	13.337	14.004	14.704	15.438	16.209	17.165	17.465	17.565	17.665	17.765
LAB CLERK		20501											
UNIT SECRETARY TRAINEE		24934											
DEACTIVATION CLERK	B	24521	10/1/2005	12.533	13.163	13.820	14.511	15.240	16.134	16.434	16.534	16.634	16.734
DEPARTMENT CLERK I		24092	10/1/2006	13.034	13.690	14.373	15.091	15.850	16.779	17.079	17.179	17.279	17.379
DIET CLERK		20421	10/1/2007	13.555	14.238	14.948	15.695	16.484	17.450	17.750	17.850	17.950	18.050
DIETARY CASHIER		20524											
FILE CLERK		20037											
HOME HEALTH CLERK I		20132											
OHS CLERK		20504											
PARKING CASHIER		43351											
SAFETY AND SECURITY CLERK		27541											
SCREENING CLERK		24104											
AREA CLAIMS CLERK		C	24135	10/1/2005	12.741	13.376	14.045	14.746	15.482	16.398	16.698	16.798	16.898
CENTREX OPERATOR	24796		10/1/2006	13.251	13.911	14.607	15.336	16.101	17.054	17.354	17.454	17.554	17.654
LEAD CHART ROOM CLERK	24609		10/1/2007	13.781	14.467	15.191	15.949	16.745	17.736	18.036	18.136	18.236	18.336
PRE-OP CLERK	24131												
RECEPTIONIST I	20511												
RECORDS CLERK I	20253												
ADMIN SERVICES CLERK	D	24021	10/1/2005	12.947	13.594	14.273	14.988	15.735	16.664	16.964	17.064	17.164	17.264
ANESTHESIA CLERK		24915	10/1/2006	13.465	14.138	14.844	15.588	16.364	17.331	17.631	17.731	17.831	17.931
CANCER REGISTRY CLERK		24434	10/1/2007	14.004	14.704	15.438	16.212	17.019	18.024	18.324	18.424	18.524	18.624
CLERK PLANT SERVICES		25159											
CONSTRUCTION LIAISON CLERK		20067											
DATA ENTRY CLERK		20326											
DEPARTMENT CLERK II		24093											
DIETARY SYSTEMS CLERK		24921											
DPST DATA ENTRY CLERK		20205											
INSURANCE RECEPTIONIST		20183											

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
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**CLERICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
CASHIER II (PBS)	D	20994	10/1/2005	12.947	13.594	14.273	14.988	15.735	16.664	16.964	17.064	17.164	17.264
INTERMEDIATE CLERK TYPIST		20029	10/1/2006	13.465	14.138	14.844	15.588	16.364	17.331	17.631	17.731	17.831	17.931
INVENTORY CONTROL ASSISTANT		20621	10/1/2007	14.004	14.704	15.438	16.212	17.019	18.024	18.324	18.424	18.524	18.624
LAB/PATHOLOGY DEPARTMENT CLERK		35594											
LD DEACTIVATION CLERK		24522											
LEAD PARKING CASHIER		43360											
MEDICAL LIBRARY CLERK		20623											
OPTICAL CUSTOMER HOST		20620											
PHARMACY ASSISTANT		20563											
RECEPTIONIST II		20516											
RECEIPT RADIOLOGY, PSYCHIATRY		24341											
RECORDS CLERK II		20266											
SOCIAL SERVICES CLERK		24987											
SUBPOENA CLERK		20296											
SURGERY SCHEDULING CLERK		20196											
ADMITTING CLERK	E	20117	10/1/2005	13.223	13.886	14.578	15.307	16.074	17.018	17.318	17.418	17.518	17.618
ADMITTING CLERK (PBS)		21012	10/1/2006	13.752	14.441	15.161	15.919	16.717	17.699	17.999	18.099	18.199	18.299
ADULT OBSERVATION UNIT CLERK		20622	10/1/2007	14.302	15.019	15.767	16.556	17.386	18.407	18.707	18.807	18.907	19.007
ALCOHOLISM CLERK		24986											
BUSINESS SERVICES COLLECTIONS CLERK		20954											
BUSINESS OFFICE CLERK		24256											
EMERGENCY ROOM CLERK		24095											
HEALTH EDUCATION CLERK		24859											
HOME HEALTH CLERK II		20134											
LABORATORY ASSISTANT		35581											
MEDICAL LIBRARY TECH		20624											
WELLNESS RESOURCE STORE CLERK		24861											
MEMBER HEALTH EDUCATION CLERK		24860											
ORTHOPAEDIC SURGERY SCHEDULING CLERK		21019											
CUSTOMER SERVICES REPRESENTATIVE		24762											
OUTSIDE CASE MGMT CLERK		24913											
PSYCHIATRIC SOCIAL CLERK		20487											
REGIONAL CHARTROOM CLERK		24590											
RESPIRATORY CARE CLERK		24914											
DIAGNOSTIC IMAGING SCHEDULING COORDINATOR		20091											
SCHEDULING COORD		24153											
SENIOR CENTREX OPERATOR		24799											
VOLUNTEER SERVICES CLERK		24527											
UNIT SECRETARY		20475											

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**CLERICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
A/P LIAISON CLERK	F	20083	10/1/2005	13.427	14.098	14.805	15.542	16.321	17.284	17.584	17.684	17.784	17.884
CLERK TYPIST/PEDS		24035	10/1/2006	13.964	14.662	15.397	16.164	16.974	17.975	18.275	18.375	18.475	18.575
DIAGNOSTIC IMAGING SCHEDULING COORD I		20957	10/1/2007	14.523	15.248	16.013	16.811	17.653	18.694	18.994	19.094	19.194	19.294
DIAGNOSTIC IMAGING FILE CLERK		20494											
DPST CLAIMS ADJUSTER		20207											
HOME HEALTH CLERK III		20136											
INSURANCE CLERK		20148											
LD PHARMACY ASST		20565											
LD RECEP (RAD/PSY)		24342											
LEAD ADMIN SERVICES CLERK		20649											
LEAD CLERK PLANT SERVICES		24027											
LEAD DATA ENTRY CLERK		24629											
LEAD RECEPT II/CASH APPT CLERK		25127											
LEAD SURGERY SCHEDULING CLERK		24411											
MEDICAL AUDIT CLERK		20307											
MEDICAL TRANSCRIPTIONIST		24578											
MEMBERSHIP SERVICES COORD		24344											
OHS CLAIM PROCESSOR I		24435											
ORTHOPEDIC LIAISON		20625											
PATIENT SUPPORT REPRESENTATIVE I		20677											
PROCUREMENT CLERK		20951											
RECORDS CLERK III		20255											
SENIOR APPOINTMENT CLERK		24399											
TOOL CRIB ATTENDANT		40161											
BILLER I (PBS)	G	20992	10/1/2005	13.696	14.384	15.101	15.853	16.650	17.628	17.928	18.028	18.128	18.228
CLINICAL SERVICES SECRETARY		20704	10/1/2006	14.244	14.959	15.705	16.487	17.316	18.333	18.633	18.733	18.833	18.933
DPST COLLECTOR		21021	10/1/2007	14.814	15.557	16.333	17.146	18.009	19.066	19.366	19.466	19.566	19.666
DIAGNOSTIC IMAGING SCHEDULING COORD II		20958											
EDUCATION AND RESEARCH SECRETARY		20397											
EDUCATION/RESEARCH TRANSCRIBER		24858											
INDUSTRIAL BILLER		20154											
INSURANCE BILLER		20151											
INSURANCE CLERK II		20176											
LEAD ADMITTING CLERK (PBS)		20991											
LEAD HOME HEALTH CLERK		24294											
LEAD REGIONAL CHARTROOM CLERK		24591											
MASTER SCHEDULER		20002											
MEDICAL SECRETARY		20549											
PHYSCHIATRIC SOCIAL CLERK II		20962											
RECORDS CLERK IV		24515											
RECORDS TECHNICIAN I		20262											
REVENUE SUPPORT CLERK		20157											
SENIOR ADMITTING CLERK		24269											
SENIOR BUSINESS OFFICE CLERK		24259											
SENIOR MEMBERSHIP SERVICES CLERK		24769											
SENIOR PYSCHIATRIC CLERK		24989											

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**CLERICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
ABSTRACT CLERK	H	20225	10/1/2005	13.971	14.672	15.405	16.172	16.983	17.981	18.281	18.381	18.481	18.581
LEAD DIAGNOSTIC IMAGING FILE CLERK		25019	10/1/2006	14.530	15.259	16.021	16.819	17.662	18.700	19.000	19.100	19.200	19.300
LEAD RECORDS CLK III		24520	10/1/2007	15.111	15.869	16.662	17.492	18.368	19.448	19.748	19.848	19.948	20.048
*MEDICAL TRANSCRIPTIONIST II (SEE MSP)		20312											
QUALITY ASSURANCE SECRETARY		24525											
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BILLER II (PBS)	I	20993	10/1/2005	14.252	14.964	15.710	16.496	17.324	18.342	18.642	18.742	18.842	18.942
DPST REVENUE BILLER		20952	10/1/2006	14.822	15.563	16.338	17.156	18.017	19.076	19.376	19.476	19.576	19.676
LEAD DIAGNOSTIC IMAGING SCHEDULING COORD		20959	10/1/2007	15.415	16.186	16.992	17.842	18.738	19.839	20.139	20.239	20.339	20.439
MEDICAL TRANSCRIPTIONIST II/PATHOLOGY		20947											
OHS CLAIMS PROCESSOR II		20683											
PATIENT SUPPORT REPRESENTATIVE II		20678											
RECORDS TECHNICIAN II		20232											
REVENUE BILLER		20159											
SENIOR MEDICAL SECRETARY		25179											
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*LEAD MEDICAL TRANSCRIPTIONIST II (SEE MSP)	J	20604	10/1/2005	14.535	15.263	16.025	16.826	17.667	18.552	18.852	18.952	19.052	19.152
			10/1/2006	15.116	15.874	16.666	17.499	18.374	19.294	19.594	19.694	19.794	19.894
			10/1/2007	15.721	16.509	17.333	18.199	19.109	20.066	20.366	20.466	20.566	20.666
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FINANCIAL COUNSELOR	K	20177	10/1/2005	14.826	15.567	16.349	17.164	18.022	18.922	19.222	19.322	19.422	19.522
FINANCIAL COUNSELOR II (PBS)		20995	10/1/2006	15.419	16.190	17.003	17.851	18.743	19.679	19.979	20.079	20.179	20.279
LEAD MEDICAL TRANSCRIPTIONIST II/PATHOLOGY		20948	10/1/2007	16.036	16.838	17.683	18.565	19.493	20.466	20.766	20.866	20.966	21.066
LEAD RECORDS TECHNICIAN		20605											
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**NO JOBS	L		10/1/2005	16.380	17.620	18.956	19.985	21.940	23.603	23.903	24.003	24.103	24.203
			10/1/2006	17.035	18.325	19.714	20.784	22.818	24.547	24.847	24.947	25.047	25.147
			10/1/2007	17.716	19.058	20.503	21.615	23.731	25.529	25.829	25.929	26.029	26.129
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**NO JOBS	M		10/1/2005	15.937	16.731	17.574	18.454	19.371	20.339	20.639	20.739	20.839	20.939
			10/1/2006	16.574	17.400	18.277	19.192	20.146	21.153	21.453	21.553	21.653	21.753
			10/1/2007	17.237	18.096	19.008	19.960	20.952	21.999	22.299	22.399	22.499	22.599
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**NO JOBS	N		10/1/2005	15.937									
			10/1/2006	16.574									
			10/1/2007	17.237									

**Appendix B  
U.S.W., LOCAL 7600  
Wage Rates  
Effective October 1, 2005  
CLERICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
CANCER REGISTRAR	M	24581	10/1/2005	19.011	19.972	20.966	22.681	24.396	25.618	25.918	26.018	26.118	26.218
			10/1/2006	19.771	20.771	21.805	23.588	25.372	26.643	26.943	27.043	27.143	27.243
			10/1/2007	20.562	21.602	22.677	24.532	26.387	27.709	28.009	28.109	28.209	28.309
LEAD CANCER REGISTRAR	M	20656	10/1/2005	19.885	20.879	21.917	23.751	26.000	27.660	27.960	28.060	28.160	28.260
			10/1/2006	20.680	21.714	22.794	24.701	27.040	28.766	29.066	29.166	29.266	29.366
			10/1/2007	21.507	22.583	23.706	25.689	28.122	29.917	30.217	30.317	30.417	30.517
PROFESSIONAL SERVICES CODER I	N	21027	10/1/2006	17.342	18.208	19.116	20.072	21.080	22.683	22.983	23.083	23.183	23.283
			10/1/2007	18.036	18.936	19.881	20.875	21.923	23.590	23.902	24.006	24.110	24.214
PROFESSIONAL SERVICES CODER II EMERGENCY DEPARTMENT CODER	M	21028	10/1/2006	21.157	22.214	23.321	24.488	25.717	27.673	27.973	28.073	28.173	28.273
		21029	10/1/2007	22.003	23.103	24.254	25.468	26.746	28.780	29.092	29.196	29.300	29.404

*\*REFERS TO MSP CLASSIFICATIONS*

\*\* MSI RULES APPLY WHEN ADDING A JOB CODE TO THIS PAYLINE

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

**Appendix B  
U.S.W., LOCAL 7600  
Wages Rates  
Effective October 1, 2005  
PATIENT CARE JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
JUNIOR ORTHOPEDIC TECH	C	30221	10/1/2005	13.069	13.721	14.408	15.126	15.883	17.175	17.475	17.575	17.675	17.775
			10/1/2006	13.592	14.270	14.984	15.731	16.518	17.862	18.162	18.262	18.362	18.462
			10/1/2007	14.136	14.841	15.583	16.360	17.179	18.576	18.876	18.976	19.076	19.176
MEDICAL ASSISTANT I	A	30164	10/1/2005	12.887	13.532	14.205	14.914	15.661	16.961	17.261	17.361	17.461	17.561
			10/1/2006	13.402	14.073	14.773	15.511	16.287	17.639	17.939	18.039	18.139	18.239
			10/1/2007	13.938	14.636	15.364	16.131	16.938	18.345	18.645	18.745	18.845	18.945
**NO JOBS	B		10/1/2005	13.094	13.748	14.440	14.914	15.919	17.224	17.524	17.624	17.724	17.824
			10/1/2006	13.618	14.298	15.018	15.511	16.556	17.913	18.213	18.313	18.413	18.513
			10/1/2007	14.163	14.870	15.619	16.131	17.218	18.630	18.930	19.030	19.130	19.230
**NO JOBS	C		10/1/2005	13.308	13.971	14.675	14.914	16.178	17.490	17.790	17.890	17.990	18.090
			10/1/2006	13.840	14.530	15.262	15.511	16.825	18.190	18.490	18.590	18.690	18.790
			10/1/2007	14.394	15.111	15.872	16.131	17.498	18.918	19.218	19.318	19.418	19.518
**NO JOBS	D		10/1/2005	13.590	14.271	14.987	15.735	16.519	17.934	18.234	18.334	18.434	18.534
			10/1/2006	14.134	14.842	15.586	16.364	17.180	18.651	18.951	19.051	19.151	19.251
			10/1/2007	14.699	15.436	16.209	17.019	17.867	19.397	19.697	19.797	19.897	19.997
**NO JOBS	E		10/1/2005	13.805	14.492	15.219	15.976	16.777	18.197	18.497	18.597	18.697	18.797
			10/1/2006	14.357	15.072	15.828	16.615	17.448	18.925	19.225	19.325	19.425	19.525
			10/1/2007	14.931	15.675	16.461	17.280	18.146	19.682	19.982	20.082	20.182	20.282
PATIENT CARE ASST TRAINEE PHYSICAL THERAPY AIDE II	F	36323	10/1/2005	14.015	14.714	15.453	16.223	17.037	18.461	18.761	18.861	18.961	19.061
		30028	10/1/2006	14.576	15.303	16.071	16.872	17.718	19.199	19.499	19.599	19.699	19.799
			10/1/2007	15.159	15.915	16.714	17.547	18.427	19.967	20.267	20.367	20.467	20.567
**NO JOBS	G		10/1/2005	14.226	14.936	15.683	16.471	17.294	18.728	19.028	19.128	19.228	19.328
			10/1/2006	14.795	15.533	16.310	17.130	17.986	19.477	19.777	19.877	19.977	20.077
			10/1/2007	15.387	16.154	16.962	17.815	18.705	20.256	20.556	20.656	20.756	20.856

**Appendix B  
U.S.W., LOCAL 7600  
Wages Rates  
Effective October 1, 2005  
PATIENT CARE JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
EMERGENCY ROOM TECHNICIAN	I	46770	10/1/2005	14.389	15.107	15.864	16.653	17.488	18.915	19.215	19.315	19.415	19.515
ORTHOPEDIC TECHNO I		46776	10/1/2006	14.965	15.711	16.499	17.319	18.188	19.672	19.972	20.072	20.172	20.272
				10/1/2007	15.564	16.339	17.159	18.012	18.916	20.459	20.759	20.859	20.959
HOME HEALTH AIDE	H	36930	10/1/2005	14.440	15.158	15.922	16.716	17.553	18.996	19.296	19.396	19.496	19.596
PATIENT CARE ASST		30169	10/1/2006	15.018	15.764	16.559	17.385	18.255	19.756	20.056	20.156	20.256	20.356
REHABILITATION TECHNICIAN		36920	10/1/2007	15.619	16.395	17.221	18.080	18.985	20.546	20.846	20.946	21.046	21.146
TRAINED AIDE		36318											
MEDICAL ASSISTANT II		36320											
EMERGENCY CARE ASST	I	24929	10/1/2005	14.652	15.385	16.154	16.961	17.810	19.257	19.557	19.657	19.757	19.857
HEALTH APPRAISAL ASST		30318	10/1/2006	15.238	16.000	16.800	17.639	18.522	20.027	20.327	20.427	20.527	20.627
LIFT TECHNICIAN		30727	10/1/2007	15.848	16.640	17.472	18.345	19.263	20.828	21.128	21.228	21.328	21.428
SENIOR TRAINED AIDE		36319											
*SENIOR ORTHOPEDIC TECH *(SEE MSP)	K	30226	10/1/2005	14.885	15.627	16.410	17.227	18.089	19.632	19.932	20.032	20.132	20.232
10/1/2006			15.480	16.252	17.066	17.916	18.813	20.417	20.717	20.817	20.917	21.017	
10/1/2007			16.099	16.902	17.749	18.633	19.566	21.234	21.534	21.634	21.734	21.834	
COGNITIVE REHAB TECHNICIAN	J	30730	10/1/2005	14.942	15.691	16.473	17.302	18.162	19.723	20.023	20.123	20.223	20.323
DIET TECHNICIAN		40088	10/1/2006	15.540	16.319	17.132	17.994	18.888	20.512	20.812	20.912	21.012	21.112
PODIATRY TECHNICIAN		40188	10/1/2007	16.162	16.972	17.817	18.714	19.644	21.332	21.632	21.732	21.832	21.932
LVN - HH/HOSPICE/PALLIATIVE CARE	K	30797	10/1/2005	16.535	17.197	17.885	18.600	19.536	20.997	21.297	21.397	21.497	21.597
LVN - INPATIENT		30134	10/1/2006	17.196	17.885	18.600	19.344	20.317	21.837	22.137	22.237	22.337	22.437
LVN - OUTPATIENT		30135	10/1/2007	17.884	18.600	19.344	20.118	21.130	22.710	23.010	23.110	23.210	23.310
LVN - NEWBORN HEARING COORD.		30136											
CHEMICAL DEPENDENCY RECOVERY COUNSELOR	AA	36992	10/1/2005	17.080	17.934	18.832	19.766	20.757	22.518	22.818	22.918	23.018	23.118
10/1/2006			17.763	18.651	19.585	20.557	21.587	23.419	23.719	23.819	23.919	24.019	
10/1/2007			18.474	19.397	20.368	21.379	22.450	24.356	24.656	24.756	24.856	24.956	

**Appendix B  
U.S.W., LOCAL 7600  
Wages Rates  
Effective October 1, 2005  
PATIENT CARE JOB FAMILY**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>JOB CODE</b>	<b>EFFECTIVE DATE</b>	<b>STEP 1 START</b>	<b>STEP 2 6 MO</b>	<b>STEP 3 1 YR</b>	<b>STEP 4 2 YR</b>	<b>STEP 5 3 YR</b>	<b>STEP 6 5 YR</b>	<b>10 YR LNG</b>	<b>15 YR LNG</b>	<b>20 YR LNG</b>	<b>25 YR LNG</b>
<b>* RESPIRATORY CARE PRACT</b> <i>*(SEE MSP)</i>	N	30476	10/1/2005	18.636	19.568	20.546	22.225	23.658	24.839	25.139	25.239	25.339	25.439
			10/1/2006	19.381	20.351	21.368	23.114	24.604	25.833	26.133	26.233	26.333	26.433
			10/1/2007	20.156	21.165	22.223	24.039	25.588	26.866	27.166	27.266	27.366	27.466

**\* REFERS TO MSP CLASSIFICATIONS**

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**TECHNICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	DATE START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
LABORATORY AIDE	A	30039	10/1/2005	12.651	13.286	13.948	14.649	15.379	16.653	16.953	17.053	17.153	17.253
			10/1/2006	13.157	13.817	14.506	15.235	15.994	17.319	17.619	17.719	17.819	17.919
			10/1/2007	13.683	14.370	15.086	15.844	16.634	18.012	18.312	18.412	18.512	18.612
ANESTHESIA TECH EKG TECHNICIAN I MONITOR TECHNICIAN	B	30313	10/1/2005	12.861	13.504	14.179	14.887	15.631	16.919	17.219	17.319	17.419	17.519
			10/1/2006	13.375	14.044	14.746	15.482	16.256	17.596	17.896	17.996	18.096	18.196
			10/1/2007	13.910	14.606	15.336	16.101	16.906	18.300	18.600	18.700	18.800	18.900
CENTRAL PROCESSING AIDE CENTRAL SERVICE TECH OPERATING ROOM AIDE PATHOLOGY ASSISTANT	C	30490	10/1/2005	13.069	13.721	14.408	15.126	15.883	17.175	17.475	17.575	17.675	17.775
			10/1/2006	13.592	14.270	14.984	15.731	16.518	17.862	18.162	18.262	18.362	18.462
			10/1/2007	14.136	14.841	15.583	16.360	17.179	18.576	18.876	18.976	19.076	19.176
			35591										
EKG TECHNICIAN II MORGUE ATTENDANT PHLEBOTOMIST DIAGNOSTIC IMAGING ASSISTANT TISSUE ASSISTANT	D	30176	10/1/2005	13.344	14.015	14.712	15.450	16.221	17.607	17.907	18.007	18.107	18.207
			10/1/2006	13.878	14.576	15.300	16.068	16.870	18.311	18.611	18.711	18.811	18.911
			10/1/2007	14.433	15.159	15.912	16.711	17.545	19.043	19.343	19.443	19.543	19.643
			30122										
			35575										
HISTOLOGY TECHNICIAN LEAD CENTRAL SERVICE TECH SR. OPERATING RM AIDE STERILE PROCESSING TECH	E	30058	10/1/2005	13.551	14.230	14.940	15.692	16.475	17.867	18.167	18.267	18.367	18.467
			10/1/2006	14.093	14.799	15.538	16.320	17.134	18.582	18.882	18.982	19.082	19.182
			10/1/2007	14.657	15.391	16.160	16.973	17.819	19.325	19.625	19.725	19.825	19.925
			30491										
OUTPATIENT PHARM TECH SENIOR EKG TECHNICIAN	F	40176	10/1/2005	13.766	14.452	15.177	15.933	16.732	18.127	18.427	18.527	18.627	18.727
			10/1/2006	14.317	15.030	15.784	16.570	17.401	18.852	19.152	19.252	19.352	19.452
			10/1/2007	14.890	15.631	16.415	17.233	18.097	19.606	19.906	20.006	20.106	20.206
LEAD STERILE PROCESSING TECH SR ANESTHESIA TECH	G	30492	10/1/2005	13.971	14.670	15.406	16.174	16.983	18.394	18.694	18.794	18.894	18.994
			10/1/2006	14.530	15.257	16.022	16.821	17.662	19.130	19.430	19.530	19.630	19.730
			10/1/2007	15.111	15.867	16.663	17.494	18.368	19.895	20.195	20.295	20.395	20.495

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**TECHNICAL JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	DATE START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG
HEMODIALYSIS TECH	H	30206	10/1/2005	14.180	14.889	15.633	16.418	17.236	18.654	18.954	19.054	19.154	19.254
LEAD OUTPATIENT PHARM TECH		40238	10/1/2006	14.747	15.485	16.258	17.075	17.925	19.400	19.700	19.800	19.900	20.000
OPTOMETRIC ASST		37043	10/1/2007	15.337	16.104	16.908	17.758	18.642	20.176	20.476	20.576	20.676	20.776
RADIOLOGY PROCESSOR SERV TECH		30120											
RESPIRATORY CARE TECHNICIAN		35734											
UROLOGY TECHNICIAN		30204											
INPATIENT PHARMACY TECHNICIAN	J	40175	10/1/2005	14.673	15.408	16.177	16.986	17.833	19.370	19.670	19.770	19.870	19.970
			10/1/2006	15.260	16.024	16.824	17.665	18.546	20.145	20.445	20.545	20.645	20.745
			10/1/2007	15.870	16.665	17.497	18.372	19.288	20.951	21.251	21.351	21.451	21.551
CARDIAC EXERCISE TECHNICIAN	L	36994	10/1/2005	15.097	15.851	16.644	17.474	18.349	19.896	20.196	20.296	20.396	20.496
			10/1/2006	15.701	16.485	17.310	18.173	19.083	20.692	20.992	21.092	21.192	21.292
			10/1/2007	16.329	17.144	18.002	18.900	19.846	21.520	21.820	21.920	22.020	22.120
**NO JOBS	M	--	10/1/2005	15.309	16.076	16.880	17.725	18.612	20.160	20.460	20.560	20.660	20.760
			10/1/2006	15.921	16.719	17.555	18.434	19.356	20.966	21.266	21.366	21.466	21.566
			10/1/2007	16.558	17.388	18.257	19.171	20.130	21.805	22.105	22.205	22.305	22.405
PULMONARY FUNCTION TECH	N	30467	10/1/2005	20.742	21.779	22.868	24.737	26.331	27.646	27.946	28.046	28.146	28.246
			10/1/2006	21.572	22.650	23.783	25.726	27.384	28.752	29.052	29.152	29.252	29.352
			10/1/2007	22.435	23.556	24.734	26.755	28.479	29.902	30.202	30.302	30.402	30.502
SENIOR PULMONARY FUNCTION TECH	O	30468	10/1/2005	21.317	22.382	23.499	25.411	25.873	28.398	28.698	28.798	28.898	28.998
			10/1/2006	22.170	23.277	24.439	26.427	26.908	29.534	29.834	29.934	30.034	30.134
			10/1/2007	23.057	24.208	25.417	27.484	27.984	30.715	31.015	31.115	31.215	31.315
OUTPATIENT PHAR TECH TRAINEE	P	40177	10/1/2005	12.947									
			10/1/2006	13.465									
			10/1/2007	14.004									

Advanced Hiring Criteria\*

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

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

**Appendix B  
U.S.W., LOCAL 7600  
Wages Rates  
Effective October 1, 2005  
EQUIPMENT SERVICES JOB FAMILY**

JOB TITLE	GRADE	JOB CODE	EFFECTIVE DATE	STEP 1 START	STEP 2 6 MO	STEP 3 1 YR	STEP 4 2 YR	STEP 5 3 YR	STEP 6 5 YR	10 YR LNG	15 YR LNG	20 YR LNG	25 YR LNG		
LOCKSMITH	K	47935	10/1/2005	15.038	15.528	16.615	17.778	19.023	20.355	20.655	20.755	20.855	20.955		
			10/1/2006	15.640	16.149	17.280	18.489	19.784	21.169	21.469	21.569	21.669	21.769		
			10/1/2007	16.266	16.795	17.971	19.229	20.575	22.016	22.316	22.416	22.516	22.616		
MAINTENANCE ATTENDANT	A	47936	10/1/2005	15.484	16.261	17.071	17.928	19.176	20.347	20.647	20.747	20.847	20.947		
			10/1/2006	16.103	16.911	17.754	18.645	19.943	21.161	21.461	21.561	21.661	21.761		
			10/1/2007	16.747	17.587	18.464	19.391	20.741	22.007	22.307	22.407	22.507	22.607		
PLANT ENGINEER I	B	47938	10/1/2005	16.489	17.312	18.179	19.088	20.496	21.823	22.123	22.223	22.323	22.423		
			10/1/2006	17.149	18.004	18.906	19.852	21.316	22.696	22.996	23.096	23.196	23.296		
			10/1/2007	17.835	18.724	19.662	20.646	22.169	23.604	23.904	24.004	24.104	24.204		
<i>*BIOMEDICAL EQUIPMENT TECH (BMET)</i>	C	40165	10/1/2005	20.886	21.929	23.025	24.179	25.958	27.374	27.674	27.774	27.874	27.974		
			<i>*PLANT ENGINEER II</i>	40162	10/1/2006	21.721	22.806	23.946	25.146	26.996	28.469	28.769	28.869	28.969	29.069
			<i>*(SEE MSP)</i>		10/1/2007	22.590	23.718	24.904	26.152	28.076	29.608	29.908	30.008	30.108	30.208
<i>*CERT BIOMED EQUIP TECH (CBMET)</i>	D	40167	10/1/2005	21.731	22.820	23.959	25.155	26.983	28.422	28.722	28.822	28.922	29.022		
			<i>*PLANT ENGINEER III</i>	40163	10/1/2006	22.600	23.733	24.917	26.161	28.062	29.559	29.859	29.959	30.059	30.159
			<i>*(SEE MSP)</i>		10/1/2007	23.504	24.682	25.914	27.207	29.184	30.741	31.041	31.141	31.241	31.341
<b>**NO JOBS</b>	E	--	10/1/2005	22.599	23.731	24.919	26.162	28.060	29.558	29.858	29.958	30.058	30.158		
			10/1/2006	23.503	24.680	25.916	27.208	29.182	30.740	31.040	31.140	31.240	31.340		
			10/1/2007	24.443	25.667	26.953	28.296	30.349	31.970	32.270	32.370	32.470	32.570		
<i>*LD BIOMED EQUIP TECH</i>	F	40169	10/1/2005	23.504	24.679	25.915	27.209	29.185	30.740	31.040	31.140	31.240	31.340		
			<i>*LEAD PLANT ENGINEER</i>	40164	10/1/2006	24.444	25.666	26.952	28.297	30.352	31.970	32.270	32.370	32.470	32.570
			<i>*(SEE MSP)</i>		10/1/2007	25.422	26.693	28.030	29.429	31.566	33.249	33.549	33.649	33.749	33.849

**\* REFERS TO MSP CLASSIFICATIONS**

**Appendix B  
 U.S.W., LOCAL 7600  
 Wages Rates  
 Effective October 1, 2005  
 EQUIPMENT SERVICES JOB FAMILY**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>JOB CODE</b>	<b>EFFECTIVE DATE</b>	<b>STEP 1 START</b>	<b>STEP 2 6 MO</b>	<b>STEP 3 1 YR</b>	<b>STEP 4 2 YR</b>	<b>STEP 5 3 YR</b>	<b>STEP 6 5 YR</b>	<b>10 YR LNG</b>	<b>15 YR LNG</b>	<b>20 YR LNG</b>	<b>25 YR LNG</b>
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Advanced Hiring Criteria\*

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

\*\* MSI RULES APPLY WHEN ADDING A JOBCODE TO THIS PAYLINE

**Appendix B**  
**U.S.W., LOCAL 7600**  
**Wage Rates**  
**Effective October 1, 2005**  
**INFORMATION TECHNOLOGY JOB FAMILY**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>JOB CODE</b>	<b>EFFECTIVE DATE</b>	<b>STEP 1 START</b>	<b>STEP 2 6 MO</b>	<b>STEP 3 1 YR</b>	<b>STEP 4 2 YR</b>	<b>STEP 5 3 YR</b>	<b>STEP 6 5 YR</b>	<b>10 YR LNG</b>	<b>15 YR LNG</b>	<b>20 YR LNG</b>	<b>25 YR LNG</b>
PERIPHERAL CONTROL CLERK	--	23655	10/1/2005	16.040	16.512	17.339	18.119	19.027	20.150	20.450	20.550	20.650	20.750
			10/1/2006	16.682	17.172	18.033	18.844	19.788	20.956	21.256	21.356	21.456	21.556
			10/1/2007	17.349	17.859	18.754	19.598	20.580	21.794	22.094	22.194	22.294	22.394
DISTRIBUTION CONTROL CLERK	--	23656	10/1/2005	14.186	14.611	15.343	16.099	16.901	18.119	18.419	18.519	18.619	18.719
			10/1/2006	14.753	15.195	15.957	16.743	17.577	18.844	19.144	19.244	19.344	19.444
			10/1/2007	15.343	15.803	16.595	17.413	18.280	19.598	19.898	19.998	20.098	20.198
COURIER	--	23657	10/1/2005	11.386	11.729	12.307	12.697	13.335	14.552	14.852	14.952	15.052	15.152
			10/1/2006	11.841	12.198	12.799	13.205	13.868	15.134	15.434	15.534	15.634	15.734
			10/1/2007	12.315	12.686	13.311	13.733	14.423	15.739	16.039	16.139	16.239	16.339

## **Appendix C**

### **RIVERSIDE MEDICAL CENTER AGREEMENT**

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

#### **INITIAL STAFFING AGREEMENT**

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

#### **SENIORITY AGREEMENT**

##### **SENIORITY SECTIONS**

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

##### **TRANSFER PROCEDURES**

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

Appendix C (Continued)

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

## **Appendix D**

### **LINES OF PROGRESSION AT THE FONTANA MEDICAL CENTER**

#### **APPOINTMENT SERVICES:**

Appointment Clerk  
Master Scheduler

#### **CARDIOLOGY:**

EKG Technician I  
EKG Technician II  
Senior EKG Technician

#### **FOOD AND NUTRITION:**

Diet Aide  
Dietary Cashier  
Dietary Storeroom Clerk

#### **HOME HEALTH:**

Home Health Clerk I  
Home Health Clerk II

#### **HOSPITAL HEALTH INFORMATION MANAGEMENT:**

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

#### **MEDICAL OFFICE RECORDS DEPARTMENT:**

Mail Room Messenger  
Courier

Appendix D (Continued)

**MATERIALS MANAGEMENT STOREROOM:**

Storeroom Worker  
Shipping and Receiving Clerk  
Storeroom Worker/Driver  
Lead Storeroom Worker

**MEDICAL REQUEST:**

Records Clerk I  
Records Clerk III  
Records Clerk IV

**OCCUPATIONAL MEDICINE:**

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

**PATIENT BUSINESS SERVICES:**

**Point of Service Business Line**

Business Services Collection Clerk  
Revenue Support Clerk  
Financial Counselor

**Billing Business Line**

Revenue Support Clerk (Biller I)  
Revenue Biller (Biller II)

**PATIENT SUPPORT SERVICES:**

Patient Support Representative I  
Patient Support Representative II

Appendix D (Continued)

**SURGICAL SERVICES CALL CENTER**

Appointment Clerk  
Master Scheduler

## **Appendix D**

### **LINES OF PROGRESSION AT THE RIVERSIDE MEDICAL CENTER**

#### **APPOINTMENT SERVICES:**

Appointment Clerk  
Master Scheduler

#### **CARDIOLOGY:**

EKG Technician I  
EKG Technician II  
Senior EKG Technician

#### **FOOD & NUTRITION:**

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

#### **HOSPITAL HEALTH INFORMATION MANAGEMENT:**

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

#### **INSURANCE DEPARTMENT:**

Patient Support Representative I  
Patient Support Representative II

Appendix D (Continued)

**MATERIALS MANAGEMENT STOREROOM:**

Storeroom Worker  
Shipping and Receiving Clerk  
Storeroom Worker/Driver  
Lead Storeroom Worker

**MEDICAL OFFICE RECORDS DEPARTMENT:**

Mail Room Messenger  
Courier

**PATIENT BUSINESS SERVICES:**

**Point of Service Business Line**

Revenue Support Clerk  
Financial Counselor

**Billing Business Line**

Revenue Support Clerk (Biller I)  
Revenue Biller (Biller II)

## **Appendix D**

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

Distribution Control Clerk  
Peripheral Control Clerk

October 1, 2005

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

Dear Mr. Clary:

The purpose of this letter is to set forth the understandings reached during the recently concluded contract negotiations which are to run concurrently with the present Labor Agreement, effective October 1 2005, and are as follows:

1) Cafeteria Food Prices

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

2) New Collective Bargaining Agreement Communication and Distribution

Labor and Management are jointly committed to have the new 2005 Collective Bargaining Agreement printed and distributed to managers and employees as quickly as possible. Unforeseen/unanticipated delays will be communicated to all parties. Education and communication regarding the new CBA will be jointly coordinated and accomplished in partnership.

3) Operating Room Technicians' Sleeping Room

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

4) Hospital Nursing Payroll Office

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

Mr. Wayne Clary  
October 1, 2005  
Page 2

5) Confidentiality of Medical Records

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

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

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

- 6) The Employer agrees that if any other Union with a collective bargaining agreement with the Employer is granted, as a contractual change, any increase in health plan coverage for laid off employees, the same increase will be provided to employees represented by the United Steelworkers (USW). The Employer agrees to meet with the Union in any future layoffs, and will give consideration to providing health plan coverage to affected employees.
- 7) An employee with seven (7) or more years of service with the Employer who is unable to continue in a full-time status due to a work related disability as certified by a physician, must submit to the Human Resources Office within seven (7) calendar days from the date of this determination, a request to be considered for an alternative job at the Medical Center. This matter will be referred to the seniority committee for evaluation. The committee will, in their best judgment, make a recommendation within fourteen (14) calendar days from the date of referral, of a maximum of two (2) job classifications in which the employee is capable and qualified to perform. Should the committee be unable to agree on a classification(s), the matter shall be closed and not subject to further review. The Employer will evaluate the medical/physical capabilities of the employee to perform in the recommended classification(s). Should the determination be made that the employee is medically/physically unable to perform in the

Mr. Wayne Clary  
October 1, 2005  
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recommended classification(s), the matter shall be closed and not subject to further review. Should the determination be made that the employee is medically/physically capable to perform in the recommended classification(s), said employee shall have a ninety (90) calendar day period in which to be considered for job placement into an open vacancy within the classification(s) in question. The employee must accept the first position offered. Failure to do so shall constitute a waiver of further consideration under the terms of this paragraph. Should the vacancy offered be a full-time job, the employee will be placed in the job only if all full-time employees currently in the pertinent classification(s) have exercised seniority rights and the job is open for on-call consideration. Should this process result in the employee being placed in an on-call position, said employee shall be placed at the top of the on-call list within the job classification only for the purpose of obtaining the next available full-time position within such job classification. Should the employee refuse to accept the next available full-time position, preferential consideration for this purpose shall cease. Seniority for purposes of being offered available on-call work will be most recent date in the employee's previous classification. Should any of the time limits outlined be exceeded, the matter shall be considered closed and not subject to further review. Furthermore, an employee may exercise the provisions of this paragraph only once for any given injury/occurrence. Employees who, prior to November 1, 1986, are being offered consideration under Paragraph 1068 of the 1983-1986 Collective Bargaining Agreement will be grandfathered under those provisions. Any Workers' Compensation claims subsequent to November 1, 1986 will be considered under the provisions of this paragraph. If the terms of this paragraph are disapproved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code, this paragraph and all provisions therein, shall become null and void and such employee shall be offered vocational rehabilitation services pursuant to the provisions of the California Labor Code. If the terms of this paragraph are altered in any way by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code, the parties will meet in an attempt to reach agreement on modifications to this paragraph and the provisions therein. Absent agreement, this paragraph and all provisions

therein shall become null and void and subject to the grievance procedure.

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

Mr. Wayne Clary  
October 1, 2005  
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- The Employer and Union will collaboratively evaluate the job, utilizing the Job Evaluation Manual.
- The Employer and Union will submit the evaluation to the monthly Job Evaluation Committee for review.

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

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

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

The parties also agree that neither the Union nor the Employer will have the basis for resubmitting a reclassification request under this provision more than once in a twelve (12) month period from the date the evaluation occurred. The notwithstanding, the parties may agree to waive the twelve (12) month limitation if a classification has undergone a significant change in job content.

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

- 10) The parties agree to abide by the National Agreement with regard to joint staffing.
- 11) The Parties agree that the Employer may post part-time positions. Part-time positions are those scheduled less than full-time on a pre-determined/fixed basis.

Mr. Wayne Clary  
October 1, 2005  
Page 6

- It is the Employer's intent to maintain as many full time positions as possible. It is not the Employer's intent to reduce the number of full-time positions in favor of on-call or part-time positions.
  - All Part-time positions will be posted and will be fixed schedules
  - The expectation is that part-time positions will create more hours for variable on-call employees.
  - Acceptance of all geographic assignments beyond posted positions will be voluntary. Mileage will be paid in accordance with current policy.
  - Item #8 of this letter only applies to on-call employees; it does not apply to part-time employees.
  - Employees who volunteer for additional hours outside their posted position will be given as much advance notice as possible of available hours.
  - It is not the Employer's intent to allow on-call employees to work outside their home departments thereby disadvantaging employees within that department.
- 12) The Parties agree it is their intent to make a greater number of set schedules available for on-call employees.
- 13) All positions, unless mutually agreed upon by the Union and the Employer, will be posted a minimum of twenty (20) hours per week.
- 14) Alternate Compensation Program

#### Section 1-Eligibility

All current and future employees scheduled to work at least twenty (20) hours per week or more who have individual and/or group medical coverage through other means (e.g., spouse or domestic

Mr. Wayne Clary  
October 1, 2005  
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partner coverage) shall have the option of participating in the Alternate Compensation Program (ACP). It is the intent of the parties that any benefit eligible employees would be eligible to participate in the ACP.

Verification Process-Prior to enrolling in ACP and sometime during the open enrollment period noted below, an employee will have to show proof of medical coverage for himself/herself in order for the Employer to process the ACP request. Likewise, the employee will have to provide yearly proof of medical coverage during every open enrollment period. If an enrolled employee fails to provide such proof of coverage, the Employer will automatically disenroll him/her from ACP.

Policy Statement-This provision is included to ensure that no member finds himself/herself without medical coverage which can potentially devastate the member's health, welfare and financial well-being.

#### Section 2-Enrollment Dates

First Year of Program-Between September 1 and September 30, 2006, all current benefit eligible bargaining unit members shall be informed of the ACP and their right to participate in the Program. Employees shall have the option to elect to participate in the ACP Program during the November 2006 open enrollment period with an effective date of the first day of the first pay period of the 2007 payroll calendar year.

Future Years-The enrollment period for existing employees shall be between November 1 and November 30 for future years. The effective date shall be the first day of the first pay period of the following payroll calendar year.

New Hires-All bargaining unit employees who are benefit eligible who hired after the November 2006 open enrollment period shall have the option of enrolling in the ACP within thirty-one (31) days of their date of hire by completing the ACP enrollment form. The enrollment in ACP shall be effective beginning the first day of the first pay period following the receipt of the completed "ACP Enrollment" form.

Duration of Non-Revocable Election-Any employee who elects to participate in the ACP must remain in the Program for that entire payroll calendar year. All employees must re-enroll in the ACP on a yearly basis during the annual open enrollment period and must document compliance with all elements of the Program (e.g., proof of medical coverage). If the employee loses medical coverage during the calendar year, he/she may withdraw from the ACP within thirty-one (31) days from the date he/she became ineligible for coverage.

#### ACP Pay/Benefits

An employee who elects to enroll in the ACP Program will receive a twenty (20) percent wage differential while participating in the ACP Program. The differential is in lieu of receiving the following benefits which the employee would otherwise be entitled to:

- Company-paid Health Plan
- Company-paid Dental Plan
- Company-paid Life Insurance
- Life Balance/Flexible Personal Day Time Off Program (including, Vacation, Sick Leave and Life Balance/Flexible Personal Days and Holiday pay for not working on designated holiday)
- Disability Plan
- Other Paid Time Off (such as Bereavement Leave and Education Leave, etc.)

Paid Time Off Benefits-Vacation Days and Life Balance/Flexible Personal Days accrued up to the effective date of the employee's enrollment in the ACP will be paid off at his/her regular hourly rate of pay upon entering ACP. For the duration of the employee's enrollment in the ACP, he/she will not accrue additional time off.

Sick Leave-Those sick leave days already accrued up to the effective date of the employee's enrollment in the ACP shall be frozen and restored if and when the employee opts out of the ACP and begins participating in the regular Benefits Program.

#### Eligible Benefits

Employees participating in the ACP Program shall be eligible for the following benefits:

- Pension-Employees will continue to accrue pension and credited service for pension purposes. Final average pay for calculating the employee's pension shall be based on the employee's base hourly rate (minus the twenty percent ACP differential).
- Unpaid Time Off-Employees participating in the ACP shall be able to exercise their seniority to request via the bidding process up to two (2) unpaid weeks off per year. Awarding of such unpaid time off shall be done in the same manner as awarding of paid time off. In one (1) week increments, the unpaid leave may be accumulated up to a maximum of four (4) unpaid weeks.
- Holidays-Employees enrolled in the ACP Program shall be entitled to receive straight time Holiday Pay at the ACP rate only if they work on the designated holiday.
- Jury Service-Employees enrolled in the ACP Program shall be paid at their hourly rate of pay less the ACP differential if called to jury service.
- Employee purchased Life Insurance
- Dependent Care Plan
- Commuter Choice Plan
- Survivor Assistance-Benefit paid at the base hourly rate not the ACP rate.
- Tuition Reimbursement
- Unpaid Leaves
- Parent Medical Coverage

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

Mr. Wayne Clary  
October 1, 2005  
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If the above reflects your understanding, please sign in the space provided.

Sincerely,

/S/ Barbara Gilkerson  
Barbara Gilkerson  
Senior Labor Relations Representative

/S/ Wayne Clary  
Wayne Clary  
Sub District Director  
United Steelworkers

October 1, 2005  
Date

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