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Collective Bargaining Agreement between Local 17 O.P.E.I.U. and Kaiser Foundation Health Plan

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NATIONAL LABOR MANAGEMENT AGREEMENT
NATIONAL LABOR EXHIBITS

(pp. 1-41)
(E1 –E30)

AGREEMENT

THIS AGREEMENT is made and entered into this **1st day of October 2005** by and between KAISER FOUNDATION HEALTH PLAN OF OHIO, its successors and assigns (hereinafter referred to as "Employer") and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereinafter referred to as "UNION"), acting for and on behalf of its Local No. 17.

PREAMBLE

WHEREAS, the Parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage, fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the organization involved.

NOW, THEREFORE, be it mutually agreed as follows:

GENERAL

ARTICLE I - RECOGNITION

SECTION 1. The employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all its regularly scheduled full-time, regularly scheduled part-time and regularly scheduled short-hour employees who are employed at the Employer's facilities located in Ohio, excluding all executive and management employees, pharmacists and other professional employees unless otherwise specifically included, employees covered by other collective bargaining agreements, guards and supervisors as defined in the Labor-Management Relations Act of 1947, as amended.

ARTICLE II - ACCESS TO UNION REPRESENTATIVES

SECTION 1. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that the Union representatives shall, upon arrival at the facility, notify the office of the

Administrator or Manager of the intent to transact Union business, and further that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general hospital or office rules applicable to non-employees.

SECTION 2. Union Stewards may receive complaints and see that the terms and conditions of the labor agreement are observed provided that such activities do not unduly interfere with the work assigned of the Steward or other employees.

SECTION 3. The Union shall furnish the Employer with a written list of Stewards, stating the department and shift each is assigned, and shall, as soon as possible, notify the Employer in writing of any changes, including temporary substitution.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 1. It is agreed that the Employer has the right to manage all departments, direct the working forces, and to hire, promote, transfer, demote, to lay off, suspend or discipline employees for just cause, provided however, that the Employer agrees that any exercise of these rights in conflict with the provisions of the Agreement may be subject to the provisions of the grievance procedure.

SECTION 2. It is agreed that the Employer has the right to maintain order, discipline and efficiency and to make and alter, from time to time, rules and regulations to be observed, not inconsistent with the provisions of the Agreement.

SECTION 3. Management agrees that the management rights clause shall not be used to discriminate against any employee, group of employees or the Union.

ARTICLE IV - UNION SECURITY, DUES DEDUCTION

SECTION 1. The Employer agrees that all employees covered by this Agreement except as otherwise provided for in this Article shall, as a condition of employment, thirty-one (31) days from the effective date of the Agreement become and remain members of the Union in good standing.

SECTION 2. The Employer further agrees that except as otherwise provided for in this Article, all new full-time **and part time** employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

All employees must complete a probationary period as defined in Article XXIX Sections two (2) and three (3).

SECTION 3. The Employer agrees to deduct Union initiation fees and dues from the wages of employees on the first payroll period of the month.

SECTION 4. The Union agrees to provide an initiation fee and dues deduction assignment form to the Employer for each employee prior to deduction.

SECTION 5. In the event the monthly earnings of any employee covered by this Agreement are less than the amount authorized to be deducted, the Employer shall not be obligated to make the deduction for such period in succeeding months. It shall be understood that the Union shall arrange for the collection of dues for any such month or months directly from the employees.

SECTION 6. The Employer's obligation to make any deductions required by this Article shall automatically cease upon the termination of the employment of any employee who makes such authorization or upon the transfer of any employee to a position not covered by this Agreement.

SECTION 7. Management agrees to provide the following reports, on a monthly basis, to the Union Office, and also to the Stewards as appropriate:

- a) Seniority (alphabetical, full-time, part-time, short-hour)
- b) On-Call employees
- c) Newly hired employees
- d) Newly hired probationary employees
- e) Employees on Leaves of Absence
- f) Separated/Temporary employees
- g) Employees on Layoff

SECTION 8. The Union shall indemnify and hold the Employer harmless from and against any suits, claims, demands, liabilities, cost or expenses which may be incurred by or imposed upon the Employer by reason of any action taken by the Employer under this Article at the request or direction of a representative of the Union or taken by the Employer for the purpose of complying with any provisions of this Article.

ARTICLE V - NON-DISCRIMINATION

SECTION 1. It is the continued policy and recognized obligation of the Employer and the Union that the provisions of this Agreement shall be applied fairly and uniformly in accordance with those applicable federal and state employment laws relating to race, color, religion, sex, age, national origin or physical or mental handicap.

SECTION 2. The Employer and the Union agree that all alleged discrimination claims arising under this Article shall be settled pursuant to the grievance procedures established in Article XXXVII of this Agreement. The Union agrees that it will encourage its members to utilize said procedure with respect to all claims or complaints. The Parties recognize the desirability of increased communication and cooperation in effectuating the policies expressed in this Article, and confirm their intention:

1. To determine the cause of such claim and reduce the probability of recurrence thereof;
2. To promote and encourage the use of the grievance procedure in order to avoid litigation;
3. To seek solutions to mutual problems;
4. To relieve tensions;
5. To exchange information, expertise and advice.

SECTION 3. There shall be no distinction between the wages paid to men and wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

SECTION 4. Wherever the male pronoun or adjective is used in this Agreement it shall be deemed also to include females, unless otherwise indicated.

ARTICLE VI - WORK SCHEDULE

SECTION 1. The work week shall begin at 12:01 A.M. on Sunday and end at 12 midnight on Saturday.

The workday shall begin at 12:01 A.M. and end at 12 midnight.

The work day shall consist of eight (8) hours per day unless an employee is regularly scheduled to work more than eight (8) hours in a day such as a ten (10) or twelve (12) hour day. The work day is defined as a span of twenty-four (24) hours beginning at 12:01 a.m. and ending at midnight.

SECTION 2. Each employee shall be permitted a meal period of not less than one-half (1/2) hour after not more than five (5) hours of continuous work. Each employee shall receive at least a thirty (30) minute unpaid meal period, but in no case in excess of a forty-five (45) minute meal period. Employees may receive a meal period of one (1) hour if consistent with operating efficiency and shall be scheduled by the Employer. In such case, forty-five (45) minutes of the meal period shall be unpaid and fifteen (15) minutes shall be paid in lieu of the two ten (10) minute rest periods mentioned in Section 3 of Article VI. The employer shall have the sole discretion of setting the duration of the meal period in accordance with the above minimum and maximum time periods.

Employees who are required by their supervisors to be at their assigned station, or are required to attend a mandatory/**required** meeting, shall receive straight-time pay plus any applicable shift differential during the meal period. **This time will be considered as time worked for the computation of overtime.**

If an employee is on vacation or scheduled off on a day/evening of a mandatory/required meeting and the employee attends the mandatory/required meeting, the employee will be compensated mileage based on the number of miles from the employees' "home base facility" to the facility where the meeting is being held. Time spent attending a mandatory/required meeting will be considered as time worked for the computation of overtime.

SECTION 3. Each employee shall receive a rest period during each continuous four (4) hours of work of not more than ten (10) minutes. The Employer, at its discretion, may grant additional rest periods or lengthen rest periods; however, whether or not this right is exercised shall not be subject to the grievance procedure.

SECTION 4. Schedules of starting and quitting times and days off for regularly scheduled employees shall be posted by the Employer at least four (4) weeks in advance, subject to emergency situation changes, and as much advance notice of overtime requirements shall be given as permitted by the operations circumstances. Any changes from the posted schedule will be discussed with the affected employee at least two (2) days in advance of the change where possible.

SECTION 5. In the interest of creating a work environment consistent with the needs of a diverse work force, both parties recognize the need to provide options in addition to the traditional scheduling process to accommodate the various needs of individual employees when business conditions permit and where creating such an opportunity supports the internal and external customer orientation of Kaiser Permanente. Employees working in the department will be permitted to establish a mutually acceptable on-going scheduling process with seniority governing when conflicts arise. This process may utilize options such as:

- a. Rotation through the department with consideration for personal commitments
- b. Volunteers for available time
- c. Allow individuals to sign up for preferred shifts
- d. Flexscheduling
- e. Flextime

The applications, options, procedures, and the review and evaluation processes are contained in the Flexscheduling and Flextime policies. Revisions to, or cancellation of, these policies rest solely with the Employer. Proposals to revise or cancel either of these policies shall be fully reviewed by both parties prior to implementation to ensure that such changes are not arbitrary, capricious or discriminatory.

SECTION 6. Employees shall be permitted to exchange scheduled work hours and days and days off duty provided that exchanging employees are qualified and agreeable to perform all work involved, that the coordinator/supervisor is notified in writing and approves the request in writing at least twenty-four (24) hours in advance of the shifts involved. Such exchange will not result in the payment of overtime to either employee but does not preclude the payment of required overtime.

SECTION 7. Floating: In the spirit of the National Labor Management Partnership, Kaiser Permanente, Local 17, and its members realize that the business needs of Kaiser Permanente may require employees to move between departments/facilities. **However, employees would not be required to travel in excess of 25 miles one way beyond their normal commute.** Local 17 and Kaiser Permanente strongly recommend that the individual departments work to establish a fair and equitable rotation for all employees.

If necessary, Local 17 and Kaiser Permanente will work with those individual departments to establish the above mentioned fair and equitable rotations. Once the rotation agreement is established, it will be documented in writing and the employees will abide by the agreement. If the needs of the department change, the employees and the manager will work to revise the agreement.

If an agreeable solution still cannot be reached, the following procedure will be used:

- a. Ask for volunteers by seniority.
- b. If no volunteers, On-call/PRNs if available, will float.
- c. If no On-call/PRNs available to float, then the least senior employee will float.

Any time an employee (excluding On-call/PRN) is **floated to a facility other than their home base**, the employee will be compensated at \$.50 per hour. In addition, it is agreed to pay mileage at the current company rate and any parking expenses.

Refer to the following chart for additional float and mileage compensation scenarios.

CATEGORY	MILEAGE	FLOAT PAY
New Hire Orientation	YES	NO
CPR Training	YES	NO
Internal Transfer Orientation/Training (providing or receiving)	YES	YES
Technology Training	YES	NO
Mandatory/Required Meetings	YES	NO
Partnership Training and Education	YES	NO
Clinical Orientation/Training (providing or receiving)	YES	YES

SECTION 8. Bargaining Unit Work: It is the intention of the Employer and the Union that work which falls within the scope of duties of jobs within the bargaining unit should normally be performed by bargaining unit staff. Supervisors and other non-bargaining unit employees may perform such duties when necessary to meet patient care or other work-related needs, but the Employer will not use such non-bargaining unit employees for the purpose of eliminating bargaining unit positions, or for the purpose of avoiding the creation of bargaining unit positions.

ARTICLE VII - TYPES OF EMPLOYEES

SECTION 1. A regular employee is designated as an employee who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per work week.

SECTION 2. A short-hour employee is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per week.

SECTION 3. On-Call/PRN employees are hired to work on an “as needed” basis and are not to be given permanent regular schedules. Such employees are often used for purposes including, but not limited to: (1) filling in for staff during sick leave, vacations, leaves of absence or other time off, (2) working during periods of heavy or shifting work load demands, (3) working during periods of recruitment difficulty, and (4) working during periods when the Employer is assessing staffing needs but cannot yet commit to hiring regular staff. It is not the intention of the

Employer to utilize On-Call/PRN staff for the purpose of avoiding the creation of bargaining unit positions. Violations will be subject to the grievance procedure.

On-Call/PRN employees will become members of the Union after **thirty one (31)** calendar days and remain members in good standing. Such employees will not be covered by any employee benefit programs (Articles XIV through XXXVII, except Article XIV, Section 6) or by the Work Schedule (Article VI), **Corrective Action** and Discharge (Article XXX), Layoff and Recall (Article XXXII) or step/longevity provisions of this Agreement.

A regular hire, who leaves for any reason and returns to work as an On-Call/PRN employee within (2) two years will continue to pay Union dues. If there is no break in service from when the employee changes his/her status, union dues will continue to be deducted without interruption. If the employee has a break in service, union dues will be deducted after 31 calendar days of his/her return. Dues are normally deducted from the first pay period of the month. If the On-Call/PRN employee has not worked during this time period and works after the normal dues deduction period, then dues will be taken from the 2nd pay period of the month and remitted to the Local 17 Union Office.

SECTION 4. The Employer will provide, each pay period, printouts listing On-call/PRN employees in Local #17 positions in addition to the base personnel report. The On-Call/PRN report will reflect location, department, name, job title, hire date, and year to date On-Call/PRN hours worked.

Once each month the Employer and the Union will review the hours worked of On-Call/PRN employees and make effective recommendations regarding their status.

SECTION 5. The Employer may hire summer students on an On-Call/PRN basis between June 1 and September 30 of each year. Summer students must be terminated by September 30th, of each year. Management will supply the Union of hire dates, job assignments, locations and dates of termination.

COMPENSATION

ARTICLE VIII - BASE RATES OF PAY

SECTION 1. The wage scales set forth in the attached Appendix A are intended to constitute minimum scales only and nothing in this Agreement shall preclude the Employer from paying in excess of such minimum rates at the Employer's discretion. When making job offers above the Start Rate, the Employer will notify the Union and will pay close attention to pay equity among existing staff. Those employees hired at a rate above the Start Rate will receive all regularly scheduled wage increases, however step increases will not be given to such employees until after they have worked the designated period of time for the increase.

Effective each October 1st for the life of this agreement, the across the board increases will follow the National Agreement for all employees covered under this Collective Bargaining Agreement.

Step increases will be effective on the first day of the pay period closest to the employee's step increase date, or closest to the date when the employee will achieve eligibility to advance to the next step. This does not change the employee's step increase (anniversary) date.

SECTION 2. Part-time employees regularly scheduled to work twenty (20) or more hours per week shall progress through the rate range for their classification in accordance with the tenure intervals reflected in the wage supplements of this Agreement.

SECTION 3. Short-hour employees shall be eligible for progression through all tenure steps of their classification in accordance with the following formula:

<u>Scheduled Hours</u>	<u>Time Progression</u>
1 to 19	2 x Wage Schedule

Example:	
Regular Employee	Start to Step 2 . . . 6 months
Short-hour Employee	1 to 19 hours 1 year

In no event shall there be any duplication of the differential and accumulation of rights to fringe benefits and tenure adjustments other than those specified above. A regular employee, who, with no break in service, becomes a temporary, short-hour or on-call employee shall be paid at the rate he was receiving as a regular employee plus the appropriate differential.

SECTION 4. Longevity pay for service with the organization, regardless of classification, is expressed as differentials and added to the base pay. Employees with sixty (60) months of continuous service shall be granted a five (5) year longevity differential of 2% applied to their base rate. Employees with one-hundred and twenty (120) months of continuous service shall be granted a ten (10) year longevity differential of 6% applied to their base rate.

In the event that an employee is placed on the recall list, the time accrued in the job held at the time of the bump will be retained, but will not accrue, towards their longevity differential.

ARTICLE IX - SHIFT DIFFERENTIAL

SECTION 1. Employees assigned to any shift of four (4) hours or more commencing at or after 3:00 P.M. and prior to 6:00 A.M. shall be paid a shift differential above the regular rate of pay. However, employees working at the Willoughby or Akron facilities assigned to any shift of four (4) hours or more, commencing at or after 2:00 p.m. and prior to 6:00 a.m., based on facility needs, shall be paid a shift differential above the regular rate of pay. Shift differential shall not be considered a part of the basic wage scale for any purpose other than the payment of overtime, holidays and sick leave.

Effective October 1, 2005, shift differential will be eighty-five (\$0.85) cents per hour.

Technologists/Technicians in the Radiology department will receive a shift differential of one dollar (\$1.00) per hour. The Technologists/Technicians in the Radiology department

will receive an additional eighty-five (\$0.85) cents per hour weekend differential for all three (3) shifts.

Furthermore, on October 1, 2005, Ultrasound Technologists will receive a one time 3% wage increase, as well as their Across the Board pay increase.

SECTION 2. The employer shall provide a charge nurse differential of **\$1.00** per hour for Registered Nurses who may be required to fill in as the “acting supervisor” when no supervision is available. All Registered Nurses will be informed as to when they are to be designated the acting supervisor and the time frame involved. If the Registered Nurse continues in her role as charge nurse through her lunch period she will continue to receive the charge differential.

SECTION 3. In the event through ONA contract negotiations, if the Charge Nurse Differential is increased for Registered Nurses beyond **\$1.00** per hour, Kaiser agrees to open up negotiations relative to charge differential increases under the existing OPEIU Local 17 contract.

ARTICLE X - OVERTIME RATES OF PAY

SECTION 1. A work day is defined as a span of twenty-four (24) hours beginning at 12:01 A.M. and ending at 12:00 midnight. Employees working in excess of eight (8) hours per work day will be paid at the rate of time and one-half (1 ½) the employee’s regular hourly rate of pay unless such hours are part of their normal work schedule (alternate shifts, i.e., ten or twelve hour shifts).

The workweek shall consist of forty (40) hours per week. The work week is defined as a span of time beginning at 12:01 am on Sunday and ending at 12:00 midnight on Saturday. All work performed in excess of forty (40) hours in the workweek shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay

SECTION 2. All employees are expected to perform a reasonable amount of overtime.

Overtime will first be offered to employees on a voluntary basis, by department, who, are regularly assigned to the job requiring the overtime. Overtime shall be on a voluntary basis, by seniority, provided sufficient numbers of employees in the department volunteer to work.

If there are not enough qualified volunteers, the least senior employees in the department who are able to do the work shall be required to accept such overtime when the more senior employees have declined it. Seniority shall be the determining factor when rotating overtime is required, least senior to senior.

An employee may request to be excused from overtime. This request will be granted unless no other qualified employee is available to replace him or an emergency exists which demands his presence.

Although overtime is necessary in some cases to meet patient care and/or workload concerns, the parties recognize that employees may face fatigue and/or quality of life problems in situations where either (1) many hours of overtime are required from an individual or department for a short period of time, or (2) overtime is required from an individual or department for a long period of time. In such cases, at the request of the Union, the parties will meet to discuss the specific situation and to try and fashion alternatives for employees and/or departments, which are negatively affected.

ARTICLE XI - STAND-BY RATE OF PAY

SECTION 1. Employees on a pre-determined work schedule, who are placed on "stand-by" duty beyond their regularly scheduled workday, or work week, and who are not called in for "stand-by" work, shall nevertheless be allowed within the following thirty (30) days, compensatory time off, equal to three-eighths (3/8) of the time they were on such "stand-by" duty or shall be compensated for such time at three-eighths (3/8) times their straight-time hourly rate.

SECTION 2. Such Employees on "stand-by" duty who are called in to work, shall be compensated for the time worked, at their straight-time hourly rate, or at one and one-half (1½) times their straight time hourly rate, in the event the time worked is in excess of eight (8) hours

in the same workday, or in excess of forty (40) hours in the same work week. Such employees are guaranteed a minimum of two (2) hours' pay for each occasion on which they are called in. However, the total hours paid at either straight time or time and one-half (1½) under this Article will not be in addition to three-eighths (3/8) pay for the same period of time. Three-eighths (3/8) pay will be paid only for the period of time the employee is awaiting a potential call during the established stand-by period and not for the time actually worked on the job after being called in.

SECTION 3. Work which is performed under this Article is defined as a call for an employee who had left the premises to return to work for an indefinite duration but shall not be work performed continuous with his daily work schedule.

ARTICLE XII - HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide a reasonably safe and healthful workplace free from recognized hazards that are causing or may cause death or serious physical harm.

SECTION 2. In the course of performing regularly assigned duties, employees may observe certain practices and equipment, as well as environmental conditions that may present safety or health hazards. Employees should report such practices, equipment and conditions to a supervisor.

If an employee is reasonably concerned regarding a safety or health issue, the employee shall first approach a supervisor with a Union Steward to bring such concerns to the Employer's attention. If the supervisor and the Union Steward agree that the condition constitutes a potential health hazard, the matter shall immediately be corrected or reported to the department head for action.

An employee who must be temporarily given different work because of a health and safety hazard will not be paid at a lower rate as a result.

If the employee, and the Union disagree with the Employer, on a matter that has not been resolved **through the Issue Resolution process** in a timely manner, the employee may seek relief through the grievance process.

SECTION 3: Asbestos: The Employer shall give the Union and all affected staff reasonable notice, prior to any asbestos abatement or removal in a Kaiser Permanente facility which is in or near working areas of bargaining unit employees. The Employer shall provide the Union with the results of air quality tests, if any, taken either in connection with an investigation or administrative proceedings.

SECTION 4: Vehicles: Vehicles owned by the Employer which are used by bargaining unit staff shall be kept in safe running condition. Whenever an employee who operates a vehicle learns of a defect or has knowledge that the vehicle needs repair, he shall promptly submit a written job order to his immediate supervisor. Job orders relating to unsafe vehicles shall be handled as promptly as circumstances permit.

ARTICLE XIII - CALL-IN PAY

Any employee called in to work, or permitted to come to work on a pre-determined work schedule, without having been properly notified that there will be no work, shall receive a minimum of three (3) hours' pay at his regular rate of pay. If an employee has already completed one-half (1/2) of his scheduled shift and is thereafter prevented from working due to a facility emergency, as determined by the facility manager, such employee shall receive pay for his full shift on the day in question.

BENEFITS

Any benefit changes due to future negotiations through the National Labor Management Partnership, that enhance benefits for employees covered under the Collective Bargaining Agreement, will be implemented upon mutual agreement.

ARTICLE XIV- BENEFITS ELIGIBILITY

SECTION 1. An employee designated as a regular employee shall accumulate and receive all benefits provided for in this Agreement when he becomes, and so long as he remains, a regular employee.

SECTION 2. Effective 10/01/00, employees regularly scheduled to work 20 or more hours per week will receive all insured benefits at employer cost. This includes Hospital-Surgical-Medical (up to 2-party if 20 to 31 scheduled hours; up to Family coverage if 32 to 40 scheduled hours); basic employee life insurance; vision; dental; short-term disability and drug plan. Employees regularly scheduled 20 to 31 hours may elect Family coverage by paying 20% of the premium cost.

SECTION 3. Effective January 1, 1986, all new part-time employees regularly scheduled to work between twenty (20) and thirty-one (31) hours per week, inclusive, will only receive prorated sick time, holiday, and vacation time based on actual hours worked, in accordance with the holiday and vacation language, full-life insurance coverage, Hospital-Surgical-Medical (H-S-M) coverage, short-term disability, and drug plan.

SECTION 4. Effective January 1, 1977 employees regularly scheduled to work between sixteen (16) and nineteen (19) hours per week shall be eligible for vacation time off and holiday pay if time actually worked in a calendar quarter equals at least 260 hours. The Employer agrees to monitor the hours worked of short-hour employees' time quarterly, to update any eligibility for accrued vacation time or holiday pay they may have. If, in a calendar quarter an employee works 260 hours or more, that employee will be entitled to pro-rated vacation time and holiday pay based on actual hours worked. Any time off shall be scheduled in advance in accordance with vacation provisions of the contract and operating needs of the Employer. Earned holiday time will be paid in lieu of actual time off.

SECTION 5. An employee who is designated a regular employee shall have his service date, for purposes of eligibility for and accumulation of fringe benefits, established as of the date he is

determined a regular employee. An employee once determined as a short-hour or On-Call/PRN employee and later designated as a regular employee shall have his service date commence for the purposes of eligibility for an accumulation of fringe benefits as of the date he is designated a regular employee. The period during which an employee is designated as a short-hour or On-Call/PRN employee shall not be included for the purpose of determining eligibility for or accumulation of fringe benefits provided under this Agreement or for the amount of such fringe benefits.

SECTION 6. All On-Call/PRN and short hour employees shall be ineligible for fringe benefits provided under this Agreement except for shift differential as provided for in Article IX hereof. In lieu of eligibility for these fringe benefits such employees shall receive, in addition to the base hourly rate, a wage differential of .20 per hour.

SECTION 7. Married employees, hired after January 1, 1986, will not be eligible for duplicate benefits. A decision between the marriage partners must be made as to which of the two (2) partners will be listed as a dependent on the other partner's coverage.

SECTION 8. The Employer shall have the right to select and/or change the alternate carrier of any insurance benefit provided for in this Agreement, or may elect to self-insure any such benefit, provided that the benefits under any new arrangement are at least equivalent to those provided for in this Agreement.

ARTICLE XV - HOLIDAYS

SECTION 1. Regular full-time employees shall be eligible for holiday pay for the following holidays in accordance with the provisions of this Article. Similarly, part-time employees regularly scheduled to work twenty (20) or more hours per week shall receive holiday pay for said holidays based upon their normally scheduled work week.

If the part-time employee's normally scheduled hours of work are actually worked during the week in which the holiday falls, the part-timer shall receive pay for the hours worked, plus pro-

rata holiday pay based upon such part-time employee's regular work schedule (e.g., 20 hours = 50% holiday pay; 24 hours = 60%, etc.).

Entitlement for short-hour employees will be as provided in Article XIV, Section 4.

Three (3) Flexible Personal Days	Thanksgiving Day
New Year's Day	½ day before Christmas (last 4 hours of shift)
Memorial Day	Christmas Day
Independence Day	½ day before New Year's Day (last 4 hours of shift)
Labor Day	

When a department's operation precludes employees from taking the half-day before Christmas and the half-day before New Year's Day, the employees involved shall take an equivalent number of paid holiday hours during the first three months of the following year. The scheduling of such holiday hours will be at the mutual agreement of the employee and supervisor. Such holiday hours will be taken in four (4) or eight (8) hour blocks as appropriate, unless the employee and supervisor mutually agree otherwise.

SECTION 2. The following agreement was reached to convert our current existing contract language so as to comply with the National Agreement Attendance program (Time Off Benefit Enhancement):

- (a) All benefit eligible employees will have the opportunity to receive from 3 to 5 Flexible Personal Days per year.**
- (b) Current (3) Floating Holidays will be converted to Flexible Personal Days.**
- (c) Personal Business Days (2) will be converted to Flexible Personal Days.**

Employees hired during the first half of the current year will be eligible for two (2) Flexible Personal Days. Employees hired during July, August and September of the current year will be eligible for one (1) Flexible Personal Day. Flexible Personal Days need to be taken before the year is over. No Flexible Personal Day may be used during the first ninety (90) days of employment.

Request for a single Flexible Personal Day off, or for hours within a single shift, shall be granted upon receipt of at least two (2) weeks' notice. Last minute notice is acceptable for personal emergencies.

Request for Flexible Personal Days with less than two (2) weeks' notice, requests for consecutive days off, for days before or after a holiday, or for other days designated by mutual agreement, will be reviewed and approved or denied on a case-by-case basis in order to meet core staffing needs. Denials will be tracked and compiled, by department, on a quarterly basis.

All unused Flexible Personal Days will be converted at 50% of value to cash at the end of each contract year.

Flexible Personal Days may not be cashed out upon resignation or termination; however, upon retirement, Flexible Personal Days may be cashed out at 50% of value.

Employees who have at least sixty (60) days of unused sick time shall be eligible to use two (2) days of accrued sick time per calendar year to convert to Flexible Personal Days. These days can not be accumulated from one year to the next. Time must be requested in advance and approved or denied within fourteen (14) calendar days after the request is received. The Union agrees that this will not increase overall utilization.

If more than one (1) employee gives written notice for the same Flexible Personal Days, preference will be given to the request which is received by the supervisor first. If the requests are received at the same time, preference shall be on the basis of seniority.

All holiday benefits, including the Flexible Personal Days, are administered on a calendar-year basis from January 1st through December 31st of each year.

Requests for Flexible Personal days and Christmas and New Year's one half-day holidays will be returned to the employee within fourteen (14) calendar days after the request. However, a

Flexible Personal Day request for the period from March 1 of the current year through February of the following year will not be addressed until after vacations requested during the February 1 – March 1 timeframe have been granted.

SECTION 3. Employees covered by this Agreement who have thirty (30) days or more of continuous service at the time a holiday occurs, shall receive pay for such holiday, provided the employee worked his scheduled workday immediately preceding and following the holiday unless previously excused or if the employee is absent on these days due to a bona fide illness or injury. The Employer may require that such illness be certified by presentation of satisfactory medical evidence substantiating the illness or injury from a licensed physician. No such compensation shall be due for a holiday occurring during a leave of absence except a jury duty leave of absence. The pay for each holiday shall be for the number of hours at the straight-time rate as the employee normally receives for a regular day's work, not to exceed a maximum of eight (8) holiday hours' pay for a given holiday. In the event that an employee may be regularly scheduled to work more than an eight (8) hour day, such as a ten (10) or twelve (12) hour day, the time beyond the eight (8) hour per day holiday maximum pay may be supplemented with the use of **Flexible Personal Days** or vacation time if the employee has that time available.

SECTION 4. For full-time employees who have opted to work a Flex-schedule, it is understood that their pay for each negotiated holiday not worked will be eight (8) hours at straight time. If an employee desires additional pay in order to remain financially whole, he may draw on hours from either **Flexible Personal Days** or vacation.

SECTION 5. When an observed holiday falls on an employee's regularly scheduled workday, and the employee is scheduled off because of the holiday, the number of hours for which the employee receives holiday pay shall be considered as hours worked when computing overtime for the workweek in which the holiday occurs.

SECTION 6. When an observed holiday falls on a day that an employee is not regularly scheduled to work, and the employee receives pay for such holiday but does not work on the

holiday, such holiday pay shall not be considered as time worked for the purpose of computing overtime pay entitlement.

SECTION 7. Paid holidays falling on Sunday shall be observed on the following Monday. When a paid holiday falls on Saturday, the preceding Friday shall be considered as the day observed for the holiday.

SECTION 8. Employees who work on the observed New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day will receive payment for the hours worked, plus holiday pay based on their full time or part time status. This is intended to provide full compensation for the holiday. The number of hours for which the employee receives holiday pay shall be considered as hours worked when computing overtime for the workweek in which the holiday occurs.

ARTICLE XVI - VACATIONS

SECTION 1. Regular full-time employees shall receive vacations with pay in accordance with the provisions of this Article and the following schedule. Similarly, part-time employees regularly scheduled to work twenty (20) or more hours per week, shall receive vacation with pay which will accrue based upon actual hours worked and in accordance with the same vacation schedule. The employee and supervisor will make every reasonable effort to schedule vacation time within the regular vacation year. Vacation not taken within the regular vacation year will automatically be carried over into the next vacation year for a ninety (90) calendar day period of time. During this carryover period, the number of vacation hours that remained unused at the end of the employee's vacation year will be shown on the employee's pay stub and will decrease as the employee uses those hours. In no case, however, will unused "carryover" vacation hours be carried over beyond the ninety (90) day period. It will be necessary for the employee to make arrangements to use this remaining vacation time within the carryover period or the remaining unused vacation time will be lost. If, because of scheduling constraints, an employee is unable to utilize his vacation time within the calendar year and carryover period, he may be paid for up to five (5) days of unused vacation leave.

Regularly scheduled full and part-time employees become eligible on each successive vacation eligibility date according to the following schedule:

VACATION FACTORS

After 1 year service	2 weeks	(80 working hours)
After 2 years service	3 weeks	(120 working hours)
After 8 years service	4 weeks	(160 working hours)
After 15 years service	5 weeks	(200 working hours)

The accrual for the vacation time begins on the vacation eligibility date that is established when the employee becomes eligible for benefits. It is from this date that all vacation time accrues, and the computer system is designed to accrue vacation time automatically in accordance with the above schedule. This accrual is accomplished by multiplying the actual hours worked in each pay period, by a specific factor which accumulates the total of vacation hours throughout the vacation year, so that the full vacation time to which the employee is entitled has been accrued as of the applicable vacation eligibility date. The factors used for these calculations are as follows:

Earning 2 weeks/year: 0.03846 times hours worked

Earning 3 weeks/year: 0.05769 times hours worked

Earning 4 weeks/year: 0.07692 times hours worked

Earning 5 weeks/year: 0.09615 times hours worked

To receive an advanced vacation check prior to leaving on vacation, a request for advanced vacation pay must be submitted by the employee. A request form must be attached to the timecard at least one (1) pay period before the vacation is to start to ensure that the advanced vacation check will be available as needed. Failure to properly request the advanced vacation check may result in no check being issued as requested. Employees who have their entire pay check directly deposited are not eligible for advanced pay.

SECTION 2. If a holiday as set forth in Article XV occurs during an employee's vacation period, he shall be granted an additional day of vacation at his regular pay or an additional day's pay in the amount he would have received had he not been on vacation at the option of the Employer.

SECTION 3. The Employer shall have the right to specify the number of employees who may be on vacation during any one (1) time and designate periods during which vacations may be taken.

SECTION 4. Vacation hours shall not accrue during unpaid leaves of absence and any other periods of unpaid absence, with the exception of Low Activity time off.

SECTION 5. Employees regularly scheduled to work twenty (20) hours or more per week may take any available vacation time after six (6) months of service. Vacations shall be taken in increments of not less than one (1) whole hour. One (1) hour is the minimum vacation to be granted. Seniority shall govern the granting of vacations provided all vacation requests are submitted in writing, to the supervisor within the time limits set by the Employer.

When an unforeseen personal emergency has arisen, including care for a sick family member in the home, which would prevent the employee from being able to report to work, the employee may use up to eight (8) hours of available vacation time in lieu of being charged with an unpaid incident of absence. In such an event, the employee must not be in an attendance **Corrective Action process** mode (**level 3 or higher**). This provision may not be used more than twice in a calendar year.

SECTION 6. On or promptly after February 1st of the year, or such date as coincides with the ONA submission date, each employee entitled or expected to become entitled to take vacation time off will be requested to specify, in writing (not later than March 1), on a form provided by the Employer, the vacation period or periods he desires. Senior employees shall be given preference in the choice of available vacation periods for requests filed at this time.

SECTION 7. Within fourteen (14) calendar days after the deadline specified in Section 6 above, all requests for vacation time off will be returned to the employee with approval or denial.

SECTION 8. Requests for vacation time off which are received after the deadline will be considered on a first-come, first-serve basis, and bound by seniority only if requests are filed on the same date. **Within fourteen (14) calendar days after receipt, all requests for vacation time will be returned to the employee with approval or denial.**

SECTION 9. Vacation schedules shall be posted one (1) month after the deadline.

SECTION 10. An employee who is permanently laid off, voluntarily resigns, or is terminated shall be paid for all remaining accrued vacation time, providing such employee has completed a minimum of six (6) months of service with the Employer.

ARTICLE XVII - SICK TIME

SECTION 1. There are two types of sick time benefits. **Annual Sick Time is the sick time days credited each year to each employee. Banked Sick Time is previously accumulated unused sick time to which unused Annual Sick Time may be added at the end of each calendar year.**

Employees covered by the Agreement who are regularly scheduled to work twenty (20) or more hours per week shall, in accordance with this Article, **are to be credited with their entire annual allotment of sick time January 1. Employees who commence employment after January 1 will receive a pro-rated allocation beginning with the first full month of continuous employment.**

SECTION 2. Annual Sick Time. Beginning with the first full month of service, a full-time employee shall be allocated twelve (12) days of Annual Sick Time.

Similarly, part-time employees regularly scheduled to work twenty (20) hours or more per week shall be credited annual sick time in accordance with the provisions of this Article but proportionately credited based on scheduled hours. Pay for sick time shall be that straight-time pay which the employee would have received had he worked his regular shift

that day. Once per quarter credited Annual Sick Time will be adjusted based on actual compensated hours.

Employees entitled to Annual Sick Time who have completed two (2) full years of service with the Employer shall be allocated fifteen (15) days of Annual Sick Time.

SECTION 3. Banked Sick Time. Banked Sick Time is made up of accumulated unused sick time with no limit on the amount that may be accumulated. Existing accumulated sick time balances for all employees will be credited to Banked Sick Time upon implementation of this program.

Banked Sick Time may only be used following exhaustion of Annual Sick Time, or for statutory leaves (e.g., FMLA, Workers Compensation, etc.), or when the employee is hospitalized. Medical verification may be required for use of Banked Sick Time.

Options for Unused Annual Sick Time. At the end of each year, employees who meet the eligibility requirements set forth below, may:

- ◆ Convert unused Annual Sick Time (up to ten (10) days) to cash at 50% of value;
- Or
- ◆ Credit unused days to Banked Sick Time at 100% of value.

Employees may select either option, or a combination of the two.

Conversion of Unused Annual Sick Time. During each year of the program, including 2006, employees will be eligible to cash out unused sick time as described below.

At the end of each year, employees with at least ten (10) days of Banked Sick Time (or the proportional equivalent for part-time employees) may cash out up to ten (10) days of unused Annual Sick Time, at 50% of value. Employees with fewer than ten (10) days of Banked Sick Time must first apply unused Annual Sick Time toward reaching a minimum balance of ten (10) days (or the proportional equivalent) of Banked Sick Time. Once that

minimum balance is reached, additional unused Annual Sick Time may be cashed out, up to a maximum of ten (10) days, at 50% of value.

All unused Annual Sick Time days which are not converted to cash will be automatically credited to Banked Sick Time at 100% of value.

Retirement Options. Upon retirement, Banked Sick Time will extend pay by a length of time equal to 50% of Banked Sick Time days.

SECTION 4. Paid sick time, annual or banked, shall not be counted as time worked for the computation of overtime.

SECTION 5. Paid sick time shall commence with the second day of any personal illness or injury for employees with less than one (1) year of continuous service. The first day of personal illness or injury shall not be paid or counted against accumulated sick time for such employees. The one (1) day waiting period will not apply to employees with one (1) or more years of continuous service.

SECTION 6. An employee shall be entitled to be paid sick time upon completion of six (6) months of continuous service. The employee shall receive credit retroactively for the first six (6) months of employment as outlined in Section 1 of this Article.

SECTION 7. Employees requesting and receiving paid sick time for reasons other than bona fide illness or injury which would prevent them from adequately and safely performing their regular duties, shall be **subject to the Corrective Action process** up to and including discharge.

SECTION 8. Upon an employee's return to work, the Employer will require presentation of satisfactory medical evidence from the Employee's licensed physician or, at the Employer's discretion, from a licensed physician on the Employer's staff, when:

- a) The employee has been off of work for five (5) consecutive workdays or more.
- b) Sick time has been abused or sick time has been taken associated with denied vacation or floating holiday requests

- c) **An employee has been absent from work due to a disability, whether the disability is medical, physical, or resulting from a work-related injury. The purposes of requesting such verification of the disability related absence is to ensure that the employee is physically fit to return to work, and so that the absence will not be counted as an “incident” under the Employer's Absence Monitoring Program.**

SECTION 9. For the first four days of absence, the employee is to notify their supervisor/designee, or if applicable, the call-off line. On the fourth (4th) consecutive day of absence, the supervisor is to notify the Human Resources Department who is to send the employee information about the Family Medical Leave Act of 1993, if applicable. Also on the fourth (4th) consecutive day of absence, the supervisor will contact the Employee Health Nurse. The employee Health Nurse will call the employee to inform the employee that the information regarding Family Medical Leave is being sent to them and to discuss the employee’s health status, ability to return to duty, the potential for light duty, as well as any other measures that could assist the employees’ return to work. The employee may also contact the Employee Health Nurse themselves if they wish to do so. Once the Employee Health Nurse makes contact with the employee, the Employee Health Nurse will contact the employees’ supervisor/designee to provide a status update and to discuss a plan to return the employee to active employment.

After several unsuccessful attempts by the Employee Health Nurse or Human Resources staff to contact the employee, the Union office will be contacted to aid in contacting the employee.

On the fifth (5th) consecutive day of absence, the employee must contact their immediate supervisor/designee to notify their supervisor/designee for the need of further absences. The Employer may require presentation of satisfactory medical evidence substantiating the illness or injury from a licensed physician on the Employer's staff before granting an employee extended sick leave (in excess of five days). Such required medical evidence may include information relating to the expected length of absence, and whether or not the employee would be medically capable of performing other duties than those to which he is normally assigned.

Failure to contact the supervisor/designee and failure to provide requested medical information may result in the termination of sick pay unless substantiated evidence can be provided by the employee to confirm that the failure to contact the supervisor/designee or to provide the requested medical information was beyond the employee’s control. If applicable, the employee may provide the requested medical information electronically and the employer may provide an electronic confirmation that the requested information was received.

Employees who return to work on temporary light duty will not suffer a reduction in pay. The Employer will attempt to place employees doing light duty work in the employees’ normal shift and work location. Employees who consider their light duty assignment to be a hardship,

because of location or shift concerns, or employees denied light duty assignments, may ask for a reassessment of the assignment or denial. In such cases, the Union and Employer will discuss available alternatives with the goal of meeting the needs of both the employee and the Employer.

SECTION 10. Employees hospitalized for illness or injury on the first day of **sick time**, or after the first day of **sick time**, shall be paid said first day, as an exception to Section 5 of this Article if eligible for **sick time** in conformity with all sections of this Article.

SECTION 11. Employees who report to work and are excused for personal illness or injury thereafter by the Employer shall receive full pay for said days if eligible for **sick time** in conformity with all sections of this Article. If an employee is also off the following day for the same illness or injury, such absence shall be considered paid sick leave if the employee is eligible for said **sick time**. Employees released after the start of their first shift shall have the remainder of their shift charged to **sick time**.

SECTION 12. Effective January 1, 1993, employees may use up to three (3) days of accrued **sick time** per year to care for a child's, spouse's, or family member's illness (Dependent Care). The Union agrees that this will not increase overall sick time utilization. The parties agree that, each December, they will compare the average **sick time** utilized by the bargaining unit over the most recent two (2) year period with the jointly established baseline cap (average for 1990 + 1991 + 1992) which is established at 7.0, and, if the average does not exceed the baseline, the Dependent Care program will remain in effect for the next calendar year. If the average exceeds the baseline cap, the program will be discontinued for the next calendar year, until a review is conducted in the following December, at which time a similar determination will be made relative to re-instituting the program for the succeeding calendar year. For the term of this Agreement, the analyses will be for years **2004** and **2005** to determine whether such benefit will continue for year **2006**; for years **2005** and **2006** to determine whether such benefit will continue for year **2007**; for years **2006** and **2007** to determine whether such benefit will continue for year **2008**; for years **2007** and **2008** to determine whether such benefit will continue for year **2009**. Pay for such Dependent Care may be used in conjunction with the employee's exercising his rights under the Family and Medical Leave Act.

ARTICLE XVIII - AUTHORIZED LEAVE OF ABSENCE

SECTION 1. Family and Medical Leave Act

The Employer agrees to comply with the provisions of the Family and Medical Leave Act, which was effective for this unit on February 5, 1994. Where the provisions of the Contract provide for greater benefits than the Act, the Contract provisions will prevail. In including Section 1 in this agreement, the parties intend to provide information to covered employees about the Act, but do not intend to create new rights or entitlements, which are not required under the Act. If federal law is modified in such a way as to alter some of the provisions included in Section 1, then Section 1 will be considered to be automatically modified to conform with federal law.

The Employer agrees that the Employee's use of the provisions of the Act will not be counted as incidents of absence under the Attendance Monitoring Policy.

To qualify under the provisions of the Act an employee has to have worked for the Employer at least one (1) year and have worked for at least 1,250 hours during the twelve month period immediately preceding the commencement of the leave.

Upon meeting the above qualifications, an employee shall be granted a leave of absence for reasons of the birth of a child, care of a newborn, adopted or foster child, care for the spouse, child or parent or for the employee him/herself because of a serious health condition.

When a leave taken under the provisions of the Act ends, the employee has the right to return to the same position, or if such position has been eliminated, to a position with equivalent pay, benefits, working conditions and job responsibilities.

The Act provides for leave to be taken in one or more periods of time not to exceed twelve (12) weeks total, in a rolling twelve (12) month period. In the event both marriage partners work for Kaiser Permanente, the total amount of time taken may not exceed twelve (12) weeks.

Whenever possible, the Employer is to be notified thirty (30) days in advance of any leave time to be taken. Emergency situations must be reported to the Employer as soon as possible from the onset of the problem. The employee must request the leave from the Human Resources Department at least thirty (30) days in advance of a foreseeable leave. The appropriate application and physician statement must be returned according to the guidelines set by the FMLA.

An employee taking medical leave of absence under the Act will use all available sick time and short term disability. Available vacation and **Flexible Personal days** time may be used to supplement income during the time the employee is receiving short-term disability benefits.

Employees granted leaves of absence for reasons covered by the Act, other than personal medical leave, have the option of using available vacation and **Flexible Personal days** time for continuance of income up to the maximum of twelve (12) weeks.

SECTION 2. Personal Leaves of Absence

A personal leave of absence without pay may be granted at the discretion of the Employer to an employee having been in active and continuous employment for six (6) months or more, from the last date of hire.

Requests for personal leaves of absence shall be in writing to the employee's supervisor and shall state clearly the reasons such personal leave is requested and stipulate the amount of time requested. A personal leave of absence shall not be unreasonably denied. The supervisor's response will be in writing and, if the leave is denied, a statement of reasons for the denial shall be given. The Employer will discuss the denial of such leave with the employee and the Union, should the Union request a discussion.

The initial request shall not be for a period in excess of sixty (60) days but may be extended for successive periods of thirty (30) days each at the sole discretion of the Employer. Unpaid personal leave with all extensions may not exceed six (6) months.

The Employer shall attempt to return employees from personal leaves of absence to a vacant position provided said employee has the necessary qualifications to fill said vacancy; however, there is no guarantee a vacant position will be available.

If a returning employee is not placed in a vacant position upon expiration of personal leave of absence, he shall be placed on the recall list for a period of one (1) year.

There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence.

No employee granted a personal leave of absence shall accept other employment except an elected office with the Union during the period of leave. Violation of this provision will result in termination of employment.

Employer-paid benefits will cease at the end of the month in which a personal leave of absence begins. Employees will be offered the option to continue the current benefits at the employee's cost. Any benefits not continued while on leave will be reinstated the first of the month following the employee's return to work and upon receipt of completed re-enrollment forms.

SECTION 3. Medical Leave of Absence

A regular employee, having been in active and continuous employment for six (6) months or more from the last date of hire, shall be granted a medical leave of absence upon notice supported by satisfactory medical evidence of the need for such a leave. Leaves of absence for medical disability due to pregnancy and/or childbirth are included in this provision. Due consideration shall be given the employee's health and safety, the nature of the employee's duties and recommendations of the employee's physician in determining the time the employee should be placed on leave and the date upon which the employee shall return from leave.

The medical leave of absence must be applied for at least thirty (30) calendar days in advance when practicable, and granted, in writing, on forms provided by the Employer. Thirty (30) days' notice, in writing, to the Employer is also required for a return from a medical leave of absence

where practical. Employees who have been on medical leave shall furnish a physician's report setting forth that the employee is able to resume his regular duties.

An employee who becomes disabled is entitled to use any accumulated sick leave and apply for short-term disability insurance for the period of time the employee is medically unable to work. The period of paid sick leave and disability insurance will be included in any leave of absence period; that is, all time off, paid and unpaid, will be considered when calculating maximum leave of absence eligibility.

Regular employees may be granted a medical leave of absence without pay, not to exceed one (1) year, after paid sick leave credit has been exhausted, during periods of lengthy illness or lengthy disability verified by a physician. If the illness or disability continues beyond six (6) months there is no guarantee that the same job will be available. The employee will be retained on a recall list for one (1) year after paid sick leave credit has been exhausted. During that period of time beyond the leave period seniority shall be retained. An employee on medical leave of absence of six (6) months or less, shall return to the job he or she held at the time of such leave, or to a position with the same rate of pay and number of scheduled hours.

The Employer shall continue premium payments for the employee's hospital-surgical-medical coverage on behalf of the employee for the duration of the leave up to a maximum of six (6) months. Any costs the employee paid while actively at work will be required to be continued while on a medical leave of absence, unless other arrangements are made prior to the leave.

SECTION 4. Maternity-Related Leaves of Absence

During a maternity-related leave of absence, an employee may request additional time off, after the period of medical disability for the mother has ended, for the purpose of caring for the newborn child. Such employees will be eligible for up to fifteen (15) weeks of post-partum leave. This is in addition to the pre-natal Medical Leave which may have been taken under Section 3 of this Article. In these cases the employee would have the right to return to her previous position, or to a position with the same pay and number of scheduled hours.

SECTION 5. Layoffs During Leaves of Absence

If a layoff occurs which affects an employee on a leave of absence, such employee will be subject to the same terms and conditions which would have existed if the employee had been actively at work. Being on leave of absence does not provide any greater or lesser rights or responsibilities for such an employee.

SECTION 6. Leaves for Union Activities

The Employer agrees to grant reasonable leaves of absence to employees selected by the Union to perform work for the Union. This may also include conventions, training seminars, conferences, etc. These leaves will be unpaid, however, the employee may at their option use any accrued personal time, holiday time or vacation time, for the purpose of keeping the employee whole regarding pay. Employees granted such leave shall retain and accrue seniority during such leave.

Union Stewards working the evening shift when steward meetings are held will work with their supervisor so that they can attend the meeting(s). This can be accomplished by either scheduling the day as an off day for the Steward or, if this is not feasible the steward will be given release time to attend the meeting(s) as long as a two (2) week notice has been given. If notice of less than (2) weeks is given, the supervisor will do their best to accommodate the request. Time missed from work to attend a Steward meeting(s) may be made up the same day by starting earlier or staying later in their shift if feasible, and is approved by the supervisor. If this is not feasible, the Steward may take the time off and will have the option of using earned benefit time or take the time off without pay. The Steward will not be penalized regarding the Absence Monitoring Program for the time spent away from the job to attend such meeting(s).

Note: The above language is not meant to supersede any language in the National Agreement regarding time off for Stewards.

SECTION 7. Seniority During a Leave of Absence

Employees will continue to accrue seniority while on personal or medical leaves of absence. Employees placed on the recall list as a result of leaves of absence (see Section 2 and Section 3)

will retain seniority while on the recall list, but shall not accrue additional seniority during that time.

ARTICLE XIX - JURY DUTY PAY

SECTION 1. Employees who are required to serve on jury duty, shall be granted a leave of absence for the time served on such jury duty, and such employee, shall be paid for such jury service at his regular straight-time rate, for the hours he would normally have worked.

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

SECTION 2. Employees serving on jury duty shall retain and accumulate seniority during the term of said jury duty.

SECTION 3. Employees on paid jury duty, leave of absence, shall report to work when the Court is not in session.

SECTION 4. When a holiday, as specified in Article XV of this Agreement falls within an employee's jury duty leave of absence, such employee shall receive such holiday pay in conformity with Section 3 of Article XV.

ARTICLE XX - EDUCATION AND TRAINING

SECTION 1. In-Service Educational Programs: The Employer will continue its policy of providing in-service educational programs. At least six (6), contact hours per year towards education for job-required professional re-licensure CEUs will be available to all bargaining unit employees on the Employer's premises at no cost to the employee. Employees will receive pay and benefits for all time spent at on-site meetings where contact hours are earned during normal scheduled shift hours.

SECTION 2. Continuing Education For Registered Nurses Time off with pay, not to exceed eight (8) hours per year shall be provided for each Registered Nurse for Continuing Education at

institutes, seminars, and/or other appropriate programs related to the nursing profession. Prior approval must be made by management for the above.

Requests for attendance at outside programs must be made at least one (1) month in advance in order to meet scheduling needs. Within fourteen (14) calendar days of the request being made to attend a continuing education program the request will be returned to the employee with approval or denial.

SECTION 3. Tuition Reimbursement For Registered Nurses: For Registered Nurses regularly scheduled twenty (20) hours per week or more, the employer will reimburse each nurse for up to one thousand dollars (\$1000.00) per year in tuition fees for courses which relate directly to the furtherance of his/her nursing profession.

SECTION 4. In partnership it is agreed to follow the recommendation put forth in the National Agreement regarding steward education, training and development, including four (4) paid hours per month for stewards to participate in such activities as listed in the National Agreement. These hours should be aggregated to allow flexibility when more than four (4) hours is needed at one time.

ARTICLE XXI - BEREAVEMENT

SECTION 1. In case of death in the immediate family, an employee shall be granted a funeral leave of absence of three (3) working days with pay. Pay for funeral leave shall be that straight-time pay which the employee would have received had he worked his regular hours during the funeral leave. This leave shall not be charged against sick leave.

Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

- **Spouse/Domestic Partner**
- **Parent/StepParent/ParentIn-Law/StepParentIn-Law/InlocoParentis/Child/StepChild/Legal Ward/Foster Child/Adopted Child**
- **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**
- **Grandparent/Step Grandparent**
- **Grandchildren/Step Grandchildren**
- **Relative living in same household**

The Employer may require proof of death. Paid leave of absence shall not be counted as time worked for the purpose of computing overtime.

SECTION 2. Employees will be granted an additional **two (2) days** of paid time when traveling **300 miles** or more to attend funeral **or memorial services**.

SECTION 3. The employee shall be granted, if requested, additional unpaid time off if necessary not to exceed seven (7) working days

SECTION 4. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

ARTICLE XXII - LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

SECTION 1. The Employer shall provide Life and Accidental Death and Dismemberment Insurance for all regular full-time and regular part-time employees effective on the first day of the calendar month following the date of hire on the following limits:

<u>Effective Date</u>	<u>Amount of Insurance</u>
10/1/00	\$20,000.00

Effective January 1, 1980 the Employer shall add a total and permanent disability rider to life insurance policy, which will provide for sixty (60) months of disability payments after twenty-six (26) weeks of short-term disability.

Effective 10/1/00, employees regularly scheduled to work 20 or more hours per week may purchase Supplemental Employee Life Insurance coverage in incremental amounts up to a maximum of \$700,000. In addition, these employees may purchase Dependent Life Insurance coverage in the amount of \$10,000 for a spouse or domestic partner and \$2,000 for each child.

The Employer shall provide eligible retirees with two thousand dollars (\$2,000) Life Insurance.

ARTICLE XXIII - ACCIDENT & SICKNESS INSURANCE

SECTION 1. The Employer shall provide an Accident & Sickness coverage plan, as a supplement to Employer-paid sick leave, which will go into effect on the first of the month following six (6) months of service. Such plan will provide sixty-five per cent (65%) of the employees' weekly wage for a period of twenty-six (26) weeks for employees meeting the requirements of said plan after the employee has used up accrued sick time.

ARTICLE XXIV - HOSPITAL-SURGICAL-MEDICAL CARE COVERAGE

SECTION 1. The Employer agrees, upon ratification of this Agreement, to provide hospital-surgical-medical care coverage to eligible employees. Such coverage shall be provided by the Kaiser Foundation Health Plan of Ohio "F" contract, except as provided in Appendix D of this Agreement.

SECTION 2. For the purpose of this Article only, paid sick leave, paid jury duty, paid holidays and paid vacation shall count as hours worked.

During any period the employee is not eligible for the Employer's contribution toward his hospital-surgical-medical care plan, the employee shall notify the Employer, in advance and in writing, whether or not he wishes to continue his hospital-surgical-medical care coverage during such period. He shall further make, in advance, any necessary arrangements for premium payments during such period should he elect to continue coverage.

SECTION 3. The Employer will pay the premium cost of the Kaiser Foundation Health Plan of Ohio "F" contract for regular full-time employees and part-time employees working thirty-two (32) or more hours per week. Eligible part-time employees scheduled to work between twenty

(20) and thirty-one (31) hours per week, inclusive, shall receive coverage in accordance with Article XIV, Section 4. All covered employees and their covered dependents will pay \$5.00 co-pay for each Doctor Office Visit.

Effective January 1, 1977 dependents shall be covered by Hospital-Surgical-Medical to age 25.

Effective January 1, 1977 the Employer shall provide eligible retirees with a paid hospital-surgical-medical plan.

Effective January 1, 1978 the current P-2 Psychiatric benefit shall be improved to P-1 coverage.

Effective with the ratification of this Agreement Durable Medical Equipment coverage shall be provided.

SECTION 4. The Employer shall provide normal (age 65) retirees coverage under the Kaiser Permanente Ohio Employee's Pension Plan, and who have fifteen (15) years of service, with a paid Hospital-Surgical-Medical Plan integrated with Medicare. Early retirees who have fifteen (15) or more years of service will receive a paid Hospital-Surgical-Medical Plan integrated with Medicare at age sixty-five (65).

SECTION 5. After the initial enrollment period, **there shall be one (1) open enrollment period annually. The open enrollment period will be November 1 to November 30 with any changes in coverage effective January 1.**

Life event status changes will allow an employee to change benefits with notification to Human Resources within thirty-one (31) days of the event, without having to wait until the next open enrollment. These major Life Event Changes are:

- **You get Married or begin a domestic partner relationship.**
- **You get divorced or legally separated or discontinue a domestic partner relationship.**
- **You have/adopt/gain a newly eligible dependent.**

- **Your dependent child is no longer eligible for medical, dental, or vision coverage.**
- **Your spouse, domestic partner or child dies.**
- **You go out on unpaid leave (FMLA or non-FMLA).**
- **Your eligible dependent terminates employment or changes in status to non benefit eligible.**
- **Your eligible dependent becomes employed, or changes in status to benefits eligible.**
- **You increase or decrease your scheduled hours.**

Further information can be found in the Benefits Summary Plan Description. Contact your Human Resources Benefits Representative for a copy of the Benefits Summary Plan Description or for any questions about what constitutes a Life Event Status Change.

ARTICLE XXV - DRUG PLAN

SECTION 1. Subject to the terms of the Benefits eligibility Article, the Employer agrees to pay the premium cost of the Kaiser Foundation Health Plan of Ohio Drug Plan. Upon ratification of this Agreement, covered employees will co-pay for each prescription according to the following schedule:

Effective 1/1/97 - \$5.00

ARTICLE XXVI - DENTAL & ORTHODONTIA COVERAGE

SECTION 1. The Employer shall provide a dental plan in accordance with the Letter of Agreement between the Employer and the Union, dated January 21, 1977. The dental benefit begins on the first of the month following one (1) year of benefit-eligible service, effective January 1, 1986, for all new employees. Effective January 1, 1980, the dental program shall be extended to include dependent full-time students to age 25.

Effective January 1, 1980, Orthodontia benefits for dependent children will be covered at fifty per cent (50%) of the usual, customary and reasonable fees up to \$1,000.

ARTICLE XXVII - VISION CARE

SECTION 1. The Employer shall provide a vision care plan **for all employees eligible for benefits (as specified in Article XIV of this Agreement) and eligible family members.** Such plan will provide for lenses and frames only and will include the following benefits:

- 1. Eyeglass lenses are covered at no charge for one pair of single vision, bifocal, or trifocal eyeglass lenses every year (12 consecutive months) for each covered participant and every year (12 consecutive months) for each covered dependent child under age 19.**
- 2. Frames are covered for eyeglass lenses prescribed by an Eye Doctor, to a maximum of \$65.00 per covered participant. Covered participants may receive one pair of eyeglass frames every 24 consecutive months, and every year (12 consecutive months) for each covered dependent child under the age of 19.**
- 3. Contact lenses in lieu of glasses are covered up to a maximum of \$100.00 per participant every two years (24 consecutive months) for each covered participant, and every year (12 consecutive months) for each covered dependent child under age 19, in lieu of glasses. The contact lenses must be prescribed by an Eye Doctor.**

ARTICLE XXVIII - PENSION PLAN

SECTION 1. The Employer will continue to provide an Employer-paid pension plan for all eligible employees in accordance with the Letter of Agreement signed January 27, 1977, and the Plan Document, which has been established to meet ERISA requirements.

TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE XXIX - SENIORITY

SECTION 1. Seniority shall mean length of continuous service with the Employer in this Bargaining Unit and shall apply on a Bargaining Unit-wide basis. Seniority will be computed by last date of hire into the bargaining unit and will not be affected by any adjustments due to layoff and leaves of absence. Time worked outside of the bargaining unit, including temporary or on-call status, as a Kaiser employee will not be credited for seniority purposes.

SECTION 2. Newly hired or rehired full-time employees shall be considered on probation for a period of ninety (90) calendar days from date of hire.

Regularly scheduled part-time and short-hour employees shall be considered on probation for a period of one hundred twenty (120) calendar days from date of hire.

SECTION 3. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. Such employees may be terminated any time during this period without any recourse whatsoever.

After the probationary period, seniority for employees shall be effective as of the most recent date of hire into the bargaining unit.

SECTION 4. An employee shall lose all seniority rights for any one or more of the following reasons:

- a) Voluntary resignation.
- b) Discharge for just cause.
- c) Failure to return to work within seven (7) calendar days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. The Employer may require proof of illness or accident.
- d) Failure to report for employment within three (3) days after the expiration of his leave, or to secure an extension of his leave.
- e) Layoff for a continuous period of more than two (2) years.

SECTION 5. For layoff and bumping purposes only, there shall be three separate seniority lists: full-time (40 hours per week); part-time (20-39 hours per week); and short-hour (1-19 hours per week).

Employees will be on only one (1), of the three (3) lists at a time and will be credited with their full seniority on their respective list. Part-time and short-hour employees shall not displace full-time employees.

SECTION 6. A full-time employee with seniority who transfers to regularly scheduled part-time work of between twenty (20) and forty (40) hours per week shall be credited with seniority on the part-time seniority list.

SECTION 7. A part-time employee regularly scheduled to work between twenty (20) and forty (40) hours per week who transfers to full-time status shall be credited with seniority on the full-time seniority list.

SECTION 8. A short-hour employee regularly scheduled to work between one (1) and twenty (20) hours per week, who transfers to a full-time or part-time position, shall be credited with seniority on the appropriate seniority list.

SECTION 9. An employee who intends to resign from their employment shall give the Employer two (2) weeks' written notice addressed to their Supervisor. Failure to give such notice shall make the employee ineligible for rehire, unless caused by an emergency beyond the employee's control.

ARTICLE XXX – CORRECTIVE ACTION AND DISCHARGE

SECTION 1. Any **Corrective Action** by the Employer shall be commenced within three (3) working days from the time of the incident, if at all possible. The parties recognize that it will not always be possible to apply **Corrective Action** within three (3) working days. These instances will be the exception.

Management agrees to fairly and consistently administer Regional, Facility and Departmental policies, procedures, rules and regulations. **Corrective Action** for violation of such policies, procedures, rules and regulations will be applied in accordance with the accepted principles of the **Corrective Action procedure**.

Employees have the opportunity to repair their **Corrective Action** record over a period of time not to exceed **twelve (12) months**.

For Job Bidding and Performance Evaluations, the use of an employee's **Corrective Action** record will be limited to:

- a) For Job Bidding, **Corrective Action (of level three (3) or higher)** within the last six (6) months of the date of bid. In such cases applicants will be considered for vacancies but the hiring supervisor may, at his discretion, refrain from hiring the employee on the basis of the **Corrective Action**.
- b) For Performance Evaluations, **Corrective Action** within the last Performance-Review year.

SECTION 2. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reasons therefor.

SECTION 3. If, upon joint investigation by the Union and the Employer, the discharge is deemed too severe, the Employer and the Union may negotiate the terms of the reinstatement. If the discharge is referred to an arbitrator for disposition pursuant to the terms of this Agreement, the Parties shall be bound to abide by the arbitrator's decision.

An employee reinstated because an arbitrator determines that his discharge was not justified shall have deducted from back pay awarded him, if any:

- (a) any unemployment compensation received by the employee which he is not obligated to repay as a result of his claim against the Employer being allowed;
- (b) any wages earned elsewhere during the period of discharge, but only to the extent that such wages are earned to replace wages earned at the Employer and not in addition thereto. An employee so reinstated shall have past Union dues deducted from his first pay. Such employees shall be reinstated without loss of seniority.

ARTICLE XXXI - VACANCIES, PROMOTIONS, DEMOTIONS AND TRANSFERS

SECTION 1. It is the intention of the Employer to fill vacancies from within the organization before hiring new employees providing employees are available with the necessary qualifications to fill the vacancies. Any increase in hours of present jobs shall be offered within

the facility, within the department, to part-time and short-hour employees on the basis of seniority.

For purposes of this Section, a vacancy is defined as occurring when the Employer desires to fill a permanent opening in a classification which is created either through an existing regular employee leaving the employment of the Employer or because the Employer wishes to increase the total number of regular employees in the classification.

The Employer will not deliberately leave permanent vacancies open for the purpose of avoiding or defeating promotions and/or for the purpose of denying an eligible person a position, which is not considered a promotion.

SECTION 2. For creating or deleting positions within the bargaining unit, or converting positions to non-bargaining unit:

- a) Position submitted to Local 17 Business Manager or Business Representative for review.
- b) Business Manager or Business Representative responds to Human Resource Consultant within 5 working days after receiving position document.
- c) Business Manager/Representative and Human Resource Consultant and appropriate resource personnel discuss position prior to posting.
- d) If no agreement, final decision-maker will be a neutral 3rd party for Office of Labor/Management Partnership.

Documentation of created, deleted or converted positions will be as follows:

- a) KFHP Human Resources and OPEIU Local 17 will keep individual records of original agreement.
- b) Changes will be posted immediately, if applicable. Union contact person/steward will post on union bulletin boards; HR will notify management.

SECTION 3. Promotion is hereby defined as a transfer from a lower paid grade to a high paid grade. Promotions shall be made on the basis of qualifications and seniority. In the event two (2) or more employees have the same relative qualifications, the employee with the most seniority shall be selected.

SECTION 4. When vacancies in the Bargaining Unit occur, the Employer shall post the notice of the opening(s). In keeping with the mission of the Partnership between the Union and Kaiser Permanente, Kaiser management staff, will seek input from current staff in the affected department prior to position posting. Kaiser Permanente employment staff will review postings for completeness and accuracy. Postings will be specific and include:

1. Job classification and labor grade
2. A brief description of the work to be performed
3. Qualifications required to perform the job
4. Days and hours of work with specific information regarding weekend and shift rotations
5. Location(s) of work

Changes in the work schedule are subject to contract guidelines in Article VI, Section 4, Work Schedule. No changes in prior qualifications are to be made after an employee has bid to enter a job classification. Such notice shall remain posted on designated bulletin board for seven (7) consecutive calendar days. Employees who wish to be considered for the posted job must file written application with the Human Resources Department or, if not, work through their steward with the Human Resources Department by the end of the posting period. Application shall be made, in duplicate, on forms provided by the Employer for that purpose; the original to be given to the Human Resources Department and one (1) copy to be retained by the employee making application.

All applications filed within the posting period, will be reviewed by the Employer, and the job awarded within thirty (30) calendar days after the date the job was first posted, on the basis of the following qualifications; skill and ability and experience to perform the work in question. If the qualifications, skills, ability and experience of two (2) or more employees are relatively equal, seniority shall govern.

Human Resources will notify the applicants in writing regarding the status of their job bids. If no application is received or none of the applicants are qualified for the job, the Employer may

fill the job by hiring from outside the organization or by transferring either a qualified junior employee or a qualified probationary employee from the Unit.

After the offer of a job award, a successful job bidder may decide, within one (1) working day, to decline that offer. In such case the employee does not forfeit his right to remain in his old job. A successful bidder who accepts the award of a promotion, lateral transfer, or demotion may not withdraw his acceptance and shall be required to assume the responsibilities of the new job for six (6) months.

The employee awarded the job shall be on a probationary status not to exceed thirty (30) working days unless extended by mutual agreement among the employee, department manager/coordinator, Human Resources and the Union. During the trial period the employee shall be given reasonable help and supervision. If he fails to qualify, he shall return to the job from which he came and those who follow in advance also set back to the extent necessary.

In order to provide continuity of service while filling a vacancy or a new job, the Employer shall have the right to fill openings and make transfers on a temporary basis pending the selection of an employee for the job under these provisions. The Employer will not unduly delay filling of the job. Employees may bid on only one (1) job within the same posting week. Additional bids may be placed in subsequent posting weeks but in no case will an employee submit more than one (1) bid per week. However, no employee shall be denied a right to make application for a posted job except employees who, on the day of the posting of the job(s), are in one of the following classes:

- a. Probationary employees.
- b. Employees who, within the previous six (6) months have been returned to their former job because of failure to qualify on a job in the same classification as they now seek to bid on.
- c. who have been Employees newly hired to Kaiser Permanente, within the previous twelve (12) months.
- d. Employees who, within the previous six (6) months have received one (1) job award pursuant to application.
- e. Employees who, within the previous six (6) months, have declined the job after having been awarded in the same classification as they now seek to bid on.

SECTION 5. The employee to whom the job is awarded will be placed on the job within ten (10) working days after the job is awarded. If the operational needs of the employee's department do not permit the change to be made within such ten (10) working days then placement on the job may be postponed for a reasonable period of time not to exceed thirty (30) days, sufficient for the department to be able to make arrangements necessary to permit the employee to transfer job classifications.

If the transfer is not effective within fifteen (15) working days, the employee shall receive the established rate for the new position.

SECTION 6. Should an employee be temporarily assigned to replace a non-Bargaining Unit member due to absence, vacation or leave of absence, he shall retain and accrue seniority. Employer shall notify the Union at least three (3) working days in advance of the assignment. The assignment shall not exceed four (4) weeks in the case of vacation, or four (4) calendar months in the case of leave of absence, unless mutually agreed upon by the Employer and the Union. Upon the expiration of such temporary assignment, the Employer will return the employee to his former position if it is available, otherwise he shall be reassigned to a position for which he is qualified.

SECTION 7. When an employee is temporarily transferred to a non-Bargaining Unit position, pursuant to Section 6, for more than thirty (30) calendar days, the Employer shall reassign the senior qualified employee to replace said employee for the duration of the temporary assignment providing he has the ability to perform the available work without training.

SECTION 8. Should an employee be promoted to a position outside of the Bargaining Unit, he shall retain but not accrue seniority for a period not to exceed four (4) calendar months, during which time he may return to the classification covered by this Agreement with his previous seniority. Thereafter, his seniority shall be lost and should he, thereafter, seek employment in a Bargaining Unit position he shall be considered for all purposes under this Agreement as an applicant for employment.

Nothing contained in this Article or this Agreement shall prevent the Employer from terminating any employee employed in any category not covered by this Agreement during said four (4) months, and such termination shall not be subject to the grievance and arbitration provisions contained in this Agreement.

In this case, any seniority which the employee may have shall be lost and he shall have no right to return to any classification covered by this Agreement.

Any employee who applies for and accepts a position in a classification (other than those addressed in Section 9), outside of the bargaining unit shall be considered as terminated from the bargaining unit with loss of seniority and should he, thereafter, seek employment in a bargaining unit position he shall be considered, for all purposes, as a new employee without consideration of past seniority.

SECTION 9. Any employee who applies for and accepts a management position, salaried exempt, salaried non-exempt or non-Union hourly shall undergo a ninety (90) day evaluation period in the new position. During this time he shall retain but not accrue seniority. Should the employee fail to qualify for the new position he shall be returned to his former classification, if available, or a lower classification. After ninety (90) days, his seniority shall be lost and should he seek employment in a bargaining unit position, he shall be considered as an applicant for employment without regard of his previous seniority.

SECTION 10. An employee who is promoted to a higher position within the Bargaining Unit shall receive the minimum rate of pay of the new job classification and progress through the new job rate range in conformity with length of service on such new position.

An employee whose present rate exceeds the minimum of the new job rate range shall be placed at the step rate in the new rate range which provides for at least a .10 per hour increase. By way of this formula, for example, if an employee, working 20 or more hours per week, is placed at the

24 month step rate they are given credit for that step and will proceed to the 36 month step rate at the conclusion of 12 months.

SECTION 11. An employee may bid for and receive a transfer to a position of another classification within the same pay grade at the discretion of the Employer. Any employee so transferred shall receive the same pay rate as in his former position.

An employee may bid for and receive a transfer to a position in another classification in a lower pay grade at the discretion of the Employer. An employee so transferred shall receive the rate of pay in the new pay grade based on the length of service.

SECTION 12. The Employer may temporarily assign employees to work in another classification. When an employee is assigned to perform work in a higher classification for three (3) consecutive hours or more, he/she shall be paid the wage rate of the higher classification corresponding to the step that the employee holds in his/her regular position.

If the assignment is a lower job classification, he shall be paid at his current rate of pay.

SECTION 13. An employee demoted as the result of a change in job content shall have their pay frozen for a period of one (1) year at which time the employee shall be paid in the lower grade based on length of service.

An employee demoted because of unsatisfactory performance shall receive the rate of pay of the lower grade based on the length of service.

ARTICLE XXXII - LAYOFF & RECALL

SECTION 1. Kaiser Permanente management agrees to inform the union as soon as possible of pending reductions in force. If a reduction in staff is necessary, temporary, on-call, and or agency personnel in the affected areas will first be reduced/removed. Thereafter, any employee within a comparable position may take a voluntary lay off. If a permanent reduction in hours occurs, the principle of seniority within the affected area(s) and job titles shall govern.

Union Stewards shall be deemed the most senior employees in the bargaining unit for the purposes of seniority determination in layoff for the duration of their period of service in that capacity, provided that the stewards meet the qualification requirements.

The employee with the least seniority in the affected facility area and affected job title shall be the first laid off.

SECTION 2: A joint bumping committee, consisting of an equal number of union and management, will be established and utilized to identify the employees impacted by the reduction in the workforce. This committee's task will be to keep the employee as whole as possible.

All open bargaining unit positions will be frozen during this process to allow for qualified employees to fill. If a comparable vacant position exists within the county that the affected employee(s) presently works, and the affected employee(s) is qualified, that employee must fill that vacant position. The determination of whether a position is comparable shall be made in accordance with the guidelines of the National Partnership Employment Security Agreement. If no comparable vacancy exists, the affected employee(s) may bump according to the following process. The bumps will occur simultaneously when possible. Signature on the bump form is a final decision.

Employees must follow the sequence as shown when electing to bump. It is understood that any employee who is bumping must meet the qualifications of the job he or she is bumping to.

- I. Employees will bump the least senior employee in their facility who holds the same classification/labor grade and number of hours.
- II. If the above situation does not exist, the employee bumping may bump the least senior employee in the facility holding the same classification/labor grade but lesser number of hours.

- III. If the employee does not select the above option (Roman numeral II), he or she will then bump the least senior employee who holds the same classification/labor grade and same number of hours on his or her respective side of town (where applicable).
- IV. If the employee does not select the above option (Roman numeral III), he or she may bump the least senior employee who holds the same classification/labor grade but a lesser number of hours on his or her respective side of town (where applicable).
- V. If the employee does not select the above option (Roman numeral IV), he or she will bump the least senior employee who holds the same classification/labor grade and same number of hours on the opposite side of town in the same county (where applicable).
- VI. If the employee does not select the above option (Roman numeral V), he or she may bump the least senior employee who holds the same classification/labor grade and a lesser number of hours on the opposite side of town in the same county (where applicable).

It is understood that an employee is not required to bump another employee, but can choose to go on the recall list.

If a comparable vacancy exists across county lines for which the employee is qualified, the employee has the option to accept the vacant position or go on the recall list with the knowledge that the employee may or may not receive unemployment compensation. (“Comparable” as defined according to the National Partnership Employment Security Agreement.)

If no comparable vacant position exists, the affected employee/s may bump according to the following process or opt to go on the recall list with the knowledge that the employee may or may not receive unemployment compensation. (“Comparable” as defined according to the National Partnership Employment Security Agreement.)

Bumping To Another County

Once an employee has exhausted all of the above options within the county where he or she currently works, he or she may then choose, to bump into any of the other counties where Kaiser has facilities and where positions exist that are covered under this Collective Bargaining

Agreement. In that case, employees must follow the sequence as shown when electing to bump. It is understood that any employee who is bumping must meet the qualifications of the job he or she is bumping into:

- I. Employees will select the county to which they want to bump.
- II. Employees will select which “side of town” (where applicable) of the county and bump the least senior employee who holds the same classification/labor grade and number or hours.
- III. If the above situation does not exist (Roman numeral II), the employee bumping may bump the least senior employee on his or her chosen “side of town” who holds the same classification/labor grade but lesser number of hours.
- IV. If the employee does not select the above option (Roman numeral III), he or she will then bump the least senior employee who holds the same classification/labor grade and same number of hours on the opposite side of town (where applicable).
- V. If the employee does not select the above option (Roman numeral IV), he or she may bump the least senior employee who holds the same classification/labor grade but a lesser number of hours on the opposite side of town (where applicable).
- VI. If the employee is still unable to bump, he or she may select another county and follow the above listed five steps.

If the affected employee is still unable to obtain a position with the same job title, pursuant to the above-noted process (in all available counties), he or she will be allowed to exercise the same procedure, in the same priority order, for another position in an equal labor grade, and/or equal or lower number of scheduled hours, and/or another shift.

If the affected employee is unable to obtain an equal labor grade position, pursuant to the above-noted process (in all available counties) he or she will be allowed to exercise the same procedure, in the same priority order, to a lower classification/labor grade, and/or comparable or lower number of scheduled hours, and/or another shift. (“Comparable” according to the National Partnership Employment Agreement).

It is understood that an employee is not required to bump another employee, but can choose to go on the recall list.

For the purpose of bumping, the facilities in Lake County, Cuyahoga County **Lorain County** and Summit County will be designated as follows:

Cuyahoga County Areas		Summit County Areas		Lake County Areas	Lorain County
East	West	East	West	East	West
Bedford CHMC North Point	Lakewood MSC Parma RSC Strongsville	Chapel Hill Twinsburg	Fairlawn	Willoughby	Avon

Employees must be qualified to perform the duties of the position into which they are bumping. The term “qualified” is defined as having the appropriate licensure, certification, skills and experience meeting the stated job requirements and being capable of performing the full duties of the job within a 50 calendar day orientation. Qualifications will be based upon the job postings in effect at the time of the layoff.

It is expressly understood that changes to any job description will not be made to unfairly prohibit employees from exercising their bump rights or to restrict the bumping procedure. Disputes regarding the application of qualification criteria may be processed through the grievance procedure.

If, after bumping, an employee is not successful in passing orientation, they are allowed only one additional bump opportunity if there are no vacant positions available. If, within 50 calendar days, it is mutually agreed between the employee who bumped into the position and the supervisor, the employee may relinquish the position and exercise their right to one additional bump. They will bump the least senior of the bargaining unit in the position for which they are qualified. If there is no position available, the employee will be placed on recall.

An employee on the recall list will have the same opportunity as an actively working employee to bid on open positions. A bid from an employee for the same position (same or fewer hours) which the employee held prior to being laid off or bumped will result in that individual automatically being given the first opportunity to qualify for such posted position. If the position that the recalled employee has bid on has greater scheduled hours than the position from which he was bumped, the bid will be considered a regular job bid. If more than one recall employee bids on an open position for which they are qualified, the position will be awarded to the most senior of candidates. A position that is not bid on by an employee on the recall list will then be open to all employees who have the skills and qualifications for the posted position.

An employee laid off shall be placed on the recall list for a period of two (2) years.

The Employer shall give two (2) weeks notice to an employee prior to layoff or pay in lieu thereof. Employees who are “bumped” subsequent to layoff are not entitled to a two (2) weeks notice or pay in lieu thereof.

Employees on the recall list may call the Job Hotline to determine if any of the current posted positions may be of interest to them. If interested, the employee may call the Human Resources Department for the position qualifications, location and hours of work. The employee may then submit a job bid for consideration. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the vacant position, are ready, willing and able to be recalled. Employees on layoff status will submit copies of applications to the Union.

Employees will be given, from the time informed, forty-eight (48) hours to decide whether or not to accept an offered bump. The Employer shall have the right to lay off employees who refuse to accept a job offered to them in the exercise of this placement procedure or who fail to make their selection. An employee transferred to a lower rated job because of the layoff procedure, and whose rate falls between the start and thirty-six (36) month rate, shall receive his present rate of pay or the three (3) year rate of the lower classification, whichever is lower. For layoff purposes only, an employee who has already attained his longevity step shall receive the equivalent

longevity step and shall receive the corresponding rate of pay of the lower labor grade to which he bumps.

ARTICLE XXXIII - LOW ACTIVITY

SECTION 1. Low Activity is a temporary, unscheduled, unplanned reduction in the volume of work which may result in management's determining that there exists a temporary need to reduce staff from a posted work schedule.

SECTION 2. Should management so determine, employees would be displaced in the following order:

- a) displace temporary, on-call and/or agency personnel
- b) ask for volunteers by seniority to float to other areas where feasible, to orient or train in other areas where feasible, or to go home
- c) in the event of no volunteers, then the least senior will be assigned to float to other areas where feasible, to orient or train in other areas where feasible, or to go home.

SECTION 3. Employees displaced as a result of low activity will have the option of taking vacation, **flexible personal days** or no pay. Selection of no pay must be marked on the time card as "low activity".

ARTICLE XXXIV - GENERAL PROVISIONS

SECTION 1. The Employer shall provide uniforms and foul weather gear for use by non-clerical classifications only in the Maintenance Department.

ARTICLE XXXV - COMMUNICATIONS

SECTION 1. Bulletin Boards shall be made available to the Union by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All such notices shall be submitted to the Employer's designated representative before being posted. Approval for posting Union notices shall not be withheld unreasonably by the Employer.

SECTION 2. The Parties have established a Labor/Management Committee (LMC). The Committee consists of an equal number of representatives of the Union and of the Employer. The Committee shall meet monthly unless there is Mutual agreement to cancel.

Additional meetings may be held by mutual consent. The mission of the joint LMC is to bring Management and OPEIU Local 17 together on an on-going basis working in partnership to openly communicate matters of common interest, such as to improve the quality of patient care and the work environment, and to seek resolution of problems through consensus, not as a replacement for the grievance procedure or the negotiation process, but as an additional dimension of the collective bargaining process.

Since these meetings are for the purpose of communication only, the members shall not be empowered to affect changes to any of the terms of this Agreement or to any other matter affecting the employment relationship of the Employer and any Union member, nor is the Committee to replace the grievance procedure. The Employer and the Union will consider all recommendations proposed by the committee; however, the Committee may not commit either party to a specific course of action.

ARTICLE XXXVI - TECHNOLOGICAL CHANGES

SECTION 1. In the event that technological changes, such as the introduction of automated equipment, make it necessary to hire employees to operate such equipment, the Employer agrees to offer such employment to the present employees in the classification and specific department affected before hiring from the outside labor market. Employees who are offered such employment must have the ability to perform such work and shall receive training, where feasible, on said equipment.

The parties agree to establish a Technological Committee to continually identify technological changes and recommend options available to the affected employee(s). Such options shall include but not be limited to training, bidding into positions for which they are qualified or the exercise of lay off rights as defined in Article XXXII.

ARTICLE XXXVII – ISSUE RESOLUTION/GRIEVANCE PROCEDURE

SECTION 1. Issues are raised at the work unit level and the stakeholders within the work unit will meet to attempt to resolve the concern. Issues unresolved at the work unit level are reviewed by the local Partnership Team. If the concern continues to remain unresolved, the issue can be referred to the Regional Partnership Team for resolution. Issue Resolution is an alternative to, but does not replace the Grievance Procedure.

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the Parties involving interpretation or application of any provision of this Agreement.

Stewards shall process grievances with proper regard for the Employer's operational needs, preferably at the completion of assigned shift, and shall cooperate in good faith with the Employer in keeping to a minimum the time lost from work due to grievance handling.

SECTION 2. An aggrieved employee shall present his grievance within fourteen (14) calendar days of its occurrence, or upon discovery, or such grievance shall be deemed waived by the Union and the Employer. Grievances relating to pay issues will be limited to the most recent six (6) month period.

SECTION 3. In the event of such grievance, the steps hereinafter set forth shall be followed. Time frames established within this section may only be extended by written mutual agreement. Where reference is made to Steward, Supervisor or Facility or Department Manager it is understood that each may have a designee.

Step 1. The grievance shall be reduced to writing, dated and signed by the aggrieved employee and the Steward, and delivered personally by the Steward to the Supervisor who is immediately involved. The written grievance shall state the nature of the dispute, clearly identifying the incident (if applicable) which gave rise to the grievance, the pertinent provision(s) of the Agreement, and the remedy sought. The Supervisor shall confirm receipt of the grievance by

signing and dating it. No later than the end of the Steward's shift on the Steward's following work day, the Supervisor shall contact the Steward to arrange for a meeting to discuss the grievance and attempt to resolve it. This meeting, to be held within seven (7) calendar days after the Supervisor has received the written grievance, shall be attended by the aggrieved employee, the Steward and the Supervisor. Either the Steward or the Supervisor may elect to have an equivalent-level counterpart at the meeting so long as advance notice is provided to the other party. Within seven (7) calendar days after the above-cited First Step meeting has been held, the Supervisor shall deliver Supervision's written answer to the Steward, who shall personally sign for and date the receipt of the written answer. If this response satisfactorily resolves the grievance, the aggrieved employee, the Steward and the Supervisor, shall indicate such resolution by each signing and dating the grievance form. If the Supervisor's written answer fails to satisfactorily resolve the grievance, then, within seven (7) calendar days after the Steward has received this response, the Steward and the aggrieved employee may appeal the grievance to Step 2 of the Grievance Procedure by signing and dating the grievance form, and delivering such appeal to the Facility or Department Manager.

Should the Supervisor fail to deliver the written answer to the Steward within the specified time limit, the grievance will automatically be advanced to the Second Step. Should the Union fail to appeal the grievance to the Second Step within the specified time limit, the grievance shall be deemed resolved based upon the Supervisor's last answer.

Step 2. The Facility or Department Manager shall confirm the receipt of the grievance by signing and dating it. No later than the end of the Steward's shift on the Steward's following workday, the Facility or Department Manager shall contact the Steward and the Human Resources Representative to arrange for a meeting to discuss the grievance and attempt to resolve the grievance. This meeting is to be held within seven (7) calendar days following receipt of the written grievance. The meeting shall be attended by the aggrieved employee, the Union Steward, additional participants from the First Step, the immediately involved Supervisor, the Facility or Department Manager, the Human Resources Representative or other persons whose input or knowledge may aid in resolving the grievance.

Within seven (7) calendar days of the Second Step meeting, the Facility or Department Manager shall deliver a written response to the Steward, who shall personally sign and date the response. If the response satisfactorily resolves the grievance, the aggrieved employees, the Steward, and the facility or Department Manager shall indicate such resolution by each signing and dating the grievance form. If the response fails to satisfactorily resolve the grievance, then, within seven (7) calendar days after the Steward has received the response, the Steward and the aggrieved employee may appeal the grievance to the Third Step of the grievance procedure, by so indicating on the grievance form and forwarding such appeal to the Chief Steward.

Step 3. The Chief Steward shall confirm receipt of the grievance by signing, dating and forwarding it to the Human Resources Labor Relations Representative, who in turn will contact the Union Business Representative within seven (7) calendar days to arrange for the Third Step hearing. This hearing is to be held within fourteen (14) calendar days following this contact.

This hearing shall be attended by the aggrieved employee, the Chief Steward, the Union Steward, the Business Representative, the Supervisor, the Human Resources Representative and other persons requested to attend whose input or knowledge may aid in resolving the grievance. Within thirty (30) calendar days of the Third Step hearing, the Human Resources Representative shall forward a written response to the Union Business Representative and the Chief Steward. If the response satisfactorily resolves the grievance, the Union Business Representative shall indicate such resolution through written notification to the Human Resources Labor Relations Representative. If the response fails to satisfactorily resolve the grievance, then, within thirty (30) calendar days after the Union Business Representative and Chief Steward have received the response, the Union may appeal the grievance to Arbitration by requesting the FMCS to provide a panel of seven (7) arbitrators from the National Academy of Arbitrators, and concurrently notifying the Employer.

SECTION 4. The following classes of grievances shall begin at Step 3.:

- Multiple-Facility - Grievances which impact employees at more than one facility
- Regional Policy - Grievances disputing Ohio Region policies

Inter-Regional - Grievances disputing policies between Kaiser Regions

Discharges/Suspensions Pending Investigation For Discharge

- Grievances protesting this action

Grievances concerning Discharges or Suspensions Pending Investigation for Discharge shall be reduced to writing, dated and signed by the aggrieved employee and the Steward, and delivered personally by the Steward to the Facility or Department Manager. The written grievance shall state the nature of the dispute, clearly identifying the incident (if applicable) which gave rise to the grievance, the pertinent provision(s) of the Agreement, and the remedy sought. The Manager shall confirm receipt of the grievance by signing and dating it. The Steward and the aggrieved employee shall forward the signed grievance to the Chief Steward to be processed at Step Three of the grievance procedure.

SECTION 5. At any step in this grievance procedure, the Executive Board of Local Union No. 17 shall have final authority in respect to any aggrieved employees covered by this Agreement to decline to process further a grievance, if in the judgment of the Executive Board such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Executive Board.

ARTICLE XXXVIII - ARBITRATION

SECTION 1. Upon receipt of the list of seven (7) arbitrators, each party, in turn, shall strike a name from the list until the name of one (1) final arbitrator is left. However, upon review of the list of arbitrators, and prior to striking names, either party may reject the first panel and:

- a) request a second list of seven (7) arbitrators, or
- b) both parties may mutually agree upon a single arbitrator. Said arbitrator shall hear the case.

SECTION 2. The decision of the arbitrator shall be final and binding upon the Parties hereto. The arbitrator's fees, and all hearing facility costs outside of the Employer's facilities, shall be borne equally by the Parties. Where both Parties request the use of a court recorder at the hearing, such cost will be borne equally. Where not mutually agreed, the cost for requested transcripts will be

borne by the requesting party. If either party tape records the arbitration proceedings, the recording will be provided to the other party if requested.

ARTICLE XXXIX - NO LOCKOUT - STRIKE

SECTION 1. It shall be the intention of the Parties to settle all differences between the Employer and the Union through **Issue Resolution and** grievance procedures and arbitration in accordance with the provisions of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that it will not sanction a strike, slowdown or work stoppage during the life of this Agreement.

SECTION 2. During the term of this Agreement, the Union shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate directly or indirectly in any strike, slowdown, walkout, work stoppage, picketing or other interference with any operation or operations of the Employer. The Union shall cooperate with the Employer during said period in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

SECTION 3. Any employee who violates Section 2 of this Article shall be subject to discharge or other **Corrective Action**. Such **Corrective Action** shall not be subject to review upon a ground other than whether the employee violated Section 2 of this Article.

SECTION 4. In the event any violation of this Article occurs, the Union shall promptly notify all employees that the strike, slowdown, picketing walkout or work stoppage or other interference with the Employer's operations is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall promptly order all employees to return to work at once.

SECTION 5. In the event there is any strike, slowdown, walkout, work stoppage, picketing or other interference with the Employer's operations in violation of Section 2, neither Party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

SECTION 6. In the event that the Employer claims that the Union or any officer or agent or representative thereof directly or indirectly authorized, assisted, financed, encouraged or in any way participated in any strike, stoppage of work, picketing, sit-down, slowdown or other interference with the operation of the facilities or ratified, condoned or lent any support to any such conduct or action, the Employer may forthwith submit a grievance to arbitration under the arbitration procedure provided for in this Agreement, and the Union and the Employer shall both cooperate to bring about an arbitration as expeditiously as possible. The arbitrator is empowered under this Article to grant injunctive relief or other appropriate remedies to the Employer against the Union, and the Union hereby consents to the entry by or on behalf of the Employer of any appropriate decree, order or judgment in any court of competent jurisdiction based on such award and for the purpose of permitting the Employer to enforce and implement such award.

ARTICLE XL - SEPARABILITY

SECTION 1. In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement since the express intention of the Parties hereto is that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XLI - DURATION

SECTION 1. This Agreement shall become effective as of **October 1, 2005**, and shall continue in effect until midnight **September 30, 2010** and shall be automatically renewed and extended from year to year thereafter unless either Party serves notice, in writing, upon the other Party, not less than ninety (90) days before the end of the term then in existence, of its desire to terminate this Agreement.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper representatives.
Signed by and between the Parties hereto this 31st day of October, 2005:

OPEIU-AFL-CIO, LOCAL 17

KAISER FOUNDATION HEALTH PLAN OF OHIO

Cathy Wittenbrook, Business Manager

Timothy R. Alberts, Vice President of Human Resources

Donna Ramsey, Vice President, Business Representative

Rosemary Wiggins, Senior H.R. Consultant

Clora Bates, Chief Steward

Audrey Callahan, RN, Department Manager

John Kolodny, President

Dan Finucan, Compensation & Benefits Manager

Lynda Antal, Steward

Paula Hadley, Team Lead, RN

Madonna Barry

Sandra Clifton, Team Lead, RN

Nancy Buckey

Robin Petrucelli, Laboratory Manager

Sandra Cireddu, Steward

Ted Kubit

April McGruder, Steward

Deborah Mergenov, RN, Steward

Jeanne Rollins, LPN, Steward

Tammara Snider, Steward

Mary Szeliga, Steward

APPENDIX A: STEPS 6 & 7 TRANSITION TO LONGEVITY

Effective October 1, 2005, Labor Grade steps #6 and #7 have been converted to longevity differentials to be added to your base step rate. Refer to Article VIII, Section 4 "Longevity". An employee is eligible for a longevity differential based upon the number of years of service with the company.

An employee now has 5 Base Step Rates. They are:

<u>Base Step Rate 1</u>	<u>Start Rate</u>
<u>Base Step Rate 2</u>	<u>6 Month Rate</u>
<u>Base Step Rate 3</u>	<u>12 Month Rate</u>
<u>Base Step Rate 4</u>	<u>24 Month Rate</u>
<u>Base Step Rate 5</u>	<u>36 Month Rate</u>

An employee will be paid a longevity differential of 2% over your base step rate if you have at least 5 years of service but less than 10 years of service with the company.

You will be paid a longevity differential of 6% over your base step rate if you have at least 10 years of service with the company.

Note: Due to the change in eligibility for the longevity differential, now to be based upon service with the company and not service at the grade level, anyone now eligible for a longevity differential as of October 1, 2005 will have the appropriate differential, based upon their service with the company, added to their base step rate.

APPENDIX A: WAGE SCALES

Service and Maintenance Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Housekeeping Aide	52	10/1/2005	11.49	11.82	12.14	12.54	13.09
Linen Aide		10/1/2006	11.84	12.18	12.51	12.92	13.49
		10/1/2007	12.20	12.55	12.89	13.31	13.90
		10/1/2008	12.57	12.93	13.28	13.71	14.32
		10/1/2009	12.95	13.32	13.68	14.12	14.75
Instrument Aide	55	10/1/2005	13.15	13.48	13.81	14.36	15.00
Regional Mailroom Clerk		10/1/2006	13.55	13.89	14.23	14.79	15.45
Linen Driver		10/1/2007	13.96	14.31	14.66	15.24	15.92
Material Service Clerk II		10/1/2008	14.38	14.74	15.10	15.70	16.40
		10/1/2009	14.81	15.18	15.56	16.17	16.89
Receiving Clerk II	56	10/1/2005	13.77	14.23	14.48	15.05	15.69
		10/1/2006	14.19	14.66	14.92	15.50	16.16
		10/1/2007	14.62	15.10	15.37	15.97	16.65
		10/1/2008	15.06	15.56	15.83	16.45	17.15
		10/1/2009	15.51	16.03	16.31	16.95	17.67
Maintenance Ass't/Receiving Clerk	57	10/1/2005	14.41	14.76	15.17	15.76	16.47
Material Services Clerk III		10/1/2006	14.85	15.21	15.63	16.24	16.97
		10/1/2007	15.29	15.66	16.10	16.73	17.48
		10/1/2008	15.75	16.14	16.59	17.23	18.01
		10/1/2009	16.23	16.62	17.09	17.75	18.55
Courier	58	10/1/2005	15.09	15.49	15.89	16.53	17.25
Courier, Material Mgm't Aide		10/1/2006	15.55	15.96	16.37	17.03	17.77
Repairperson I		10/1/2007	16.02	16.44	16.86	17.54	18.31
		10/1/2008	16.50	16.94	17.37	18.07	18.86
		10/1/2009	17.00	17.45	17.89	18.61	19.43
Material Services Clerk IV	59	10/1/2005	15.82	16.21	16.69	17.32	18.12
		10/1/2006	16.30	16.70	17.19	17.84	18.67
		10/1/2007	16.79	17.20	17.71	18.38	19.23
		10/1/2008	17.30	17.72	18.24	18.93	19.81
		10/1/2009	17.82	18.25	18.79	19.50	20.41
Repairperson II	60	10/1/2005	16.55	16.97	17.45	18.13	19.03
		10/1/2006	17.05	17.48	17.98	18.68	19.60
		10/1/2007	17.56	18.01	18.52	19.24	20.19
		10/1/2008	18.09	18.55	19.08	19.82	20.80
		10/1/2009	18.64	19.11	19.66	20.42	21.43
Maintenance Mechanic I	62	10/1/2005	18.15	18.60	19.14	19.88	20.86
		10/1/2006	18.70	19.16	19.72	20.48	21.49
		10/1/2007	19.26	19.74	20.31	21.10	22.14
		10/1/2008	19.84	20.33	20.92	21.74	22.81
		10/1/2009	20.44	20.94	21.55	22.39	23.50

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

APPENDIX A

Service and Maintenance Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Maintenance Mechanic II	65	10/1/2005	21.06	21.66	22.29	23.10	24.23
		10/1/2006	21.69	22.31	22.96	23.80	24.96
		10/1/2007	22.34	22.98	23.65	24.52	25.71
		10/1/2008	23.01	23.67	24.36	25.26	26.48
		10/1/2009	23.70	24.38	25.09	26.02	27.28

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

APPENDIX A

Patient Care Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Patient Transporter	50	10/1/2005	9.53	9.80	10.06	10.40	10.86
		10/1/2006	9.82	10.10	10.36	10.71	11.19
		10/1/2007	10.12	10.40	10.68	11.04	11.53
		10/1/2008	10.42	10.72	11.00	11.37	11.88
		10/1/2009	10.74	11.04	11.33	11.72	12.23
Home Health Aide	53	10/1/2005	11.99	12.30	12.62	13.11	13.69
		10/1/2006	12.35	12.67	13.00	13.51	14.10
		10/1/2007	12.72	13.05	13.39	13.92	14.53
		10/1/2008	13.10	13.44	13.79	14.34	14.97
		10/1/2009	13.50	13.85	14.21	14.77	15.42
Medical Specialists Attendant	54	10/1/2005	12.56	12.87	13.20	13.74	14.31
		10/1/2006	12.94	13.26	13.60	14.15	14.74
		10/1/2007	13.33	13.66	14.01	14.58	15.18
		10/1/2008	13.73	14.07	14.43	15.02	15.64
		10/1/2009	14.14	14.49	14.87	15.47	16.11
Anesthesia Aide	55	10/1/2005	13.15	13.48	13.81	14.36	15.00
Operating Room attendant		10/1/2006	13.55	13.89	14.23	14.79	15.45
Team Support Associate		10/1/2007	13.96	14.31	14.66	15.24	15.92
		10/1/2008	14.38	14.74	15.10	15.70	16.40
		10/1/2009	14.81	15.18	15.56	16.17	16.89
Team Support Assoc./Fac. Support	56	10/1/2005	13.77	14.23	14.48	15.05	15.69
		10/1/2006	14.19	14.66	14.92	15.50	16.16
		10/1/2007	14.61	15.10	15.37	15.97	16.65
		10/1/2008	15.06	15.56	15.83	16.45	17.15
		10/1/2009	15.51	16.03	16.31	16.95	17.67
Medical Assistant	P57	10/1/2005	14.07	14.47	14.79	15.39	16.08
ED-CDU Technician		10/1/2006	14.49	14.91	15.24	15.85	16.57
		10/1/2007	14.93	15.36	15.70	16.33	17.07
		10/1/2008	15.38	15.82	16.17	16.82	17.58
		10/1/2009	15.84	16.30	16.66	17.33	18.11
Licensed Practical Nurse II	T59	10/1/2005	16.11	16.54	17.01	17.66	18.46
Lic. Practical Nurse Home Care		10/1/2006	16.60	17.04	17.52	18.19	19.02
Lic. Practical Nurse – Spec. Proc.		10/1/2007	17.10	17.55	18.05	18.74	19.59
LPN Referrals – WC Spec.		10/1/2008	17.62	18.08	18.59	19.30	20.18
		10/1/2009	18.15	18.63	19.15	19.88	20.79

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

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Patient Care Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Registered Nurses	N65	10/1/2005	23.13	23.75	24.43	25.34	26.54
Akron/Willoughby		10/1/2006	24.06	24.70	25.41	26.36	27.61
Staff Nurse-Registered		10/1/2007	25.03	25.69	26.43	27.42	28.72
		10/1/2008	26.03	26.72	27.49	28.52	29.87
		10/1/2009	27.07	27.79	28.59	29.66	31.07

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

APPENDIX A

Clerical Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
File Clerk	52	10/1/2005	11.49	11.82	12.14	12.54	13.09
Medical Office Clerk		10/1/2006	11.84	12.18	12.51	12.92	13.49
Record Clerk I		10/1/2007	12.20	12.55	12.89	13.31	13.90
		10/1/2008	12.57	12.93	13.28	13.71	14.32
		10/1/2009	12.95	13.32	13.68	14.12	14.75
Clerk Typist I	53	10/1/2005	11.99	12.30	12.62	13.11	13.69
		10/1/2006	12.35	12.67	13.00	13.51	14.10
		10/1/2007	12.72	13.05	13.39	13.92	14.53
		10/1/2008	13.10	13.44	13.79	14.34	14.97
		10/1/2009	13.50	13.85	14.21	14.77	15.42
Clerk Typist II	54	10/1/2005	12.56	12.87	13.20	13.74	14.31
Data Entry Clerk		10/1/2006	12.94	13.26	13.60	14.15	14.74
Data Entry Operator II		10/1/2007	13.33	13.66	14.01	14.58	15.18
Membership Accounting Clerk I		10/1/2008	13.73	14.07	14.43	15.02	15.64
Patient Accounting Support Specialist		10/1/2009	14.14	14.49	14.87	15.47	16.11
Record Clerk II							
Telephone Operator							
Home Care Intake Support Clerk							
Home Care Office Support Clerk							
Patient Accounting Support Specialist							
Claims/Referral Clerk I	55	10/1/2005	13.15	13.48	13.81	14.36	15.00
Film Librarian		10/1/2006	13.55	13.89	14.23	14.79	15.45
General Services Clerk II		10/1/2007	13.96	14.31	14.66	15.24	15.92
Lab Service Clerk		10/1/2008	14.38	14.74	15.10	15.70	16.40
Nursing Clerk		10/1/2009	14.81	15.18	15.56	16.17	16.89
Program Tracking Clerk I							
Reception/Record Float Clerk							
Receiving Clerk I							
Regional Mail Clerk							
Accts. Payable Support Clerk							
Data Entry Specialist							
Document Preparation Clerk							
Health Info. Record Quality Spec.							
Record Processing Clerk							

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

APPENDIX A

Clerical Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Accounting Cashier	56	10/1/2005	13.77	14.23	14.48	15.05	15.69
Accounts Payable Clerk I		10/1/2006	14.19	14.66	14.92	15.50	16.16
Claims & Referrals Specialist I		10/1/2007	14.62	15.10	15.37	15.97	16.65
Clerk Typist III		10/1/2008	15.06	15.56	15.83	16.45	17.15
Lead Health Info. Service Clerk		10/1/2009	15.51	16.03	16.31	16.95	17.67
Member Service Representative							
Member Service/Behavioral Health Representative							
Patient Accounting Reg. Clerk							
Pharmacy Inventory Clerk							
Program Tracking Clerk II							
Receiving Clerk II Receiving							
Record Clerk III Receiving							
Record Processing Clerk							
Transcription Support Clerk							
Film Librarian/PSC							
Health Connect Specialist							
Med. Correspondence Intake Clerk							
Member Service Recall Rep.							
Occupational Medicine Serv. Clerk							
Patient Service Check-Out Clerk							
Patient Service Post epic Clerk							
Patient Service Spec Duty-ED Parma							
Patient Service Spec Duty-Rad CH&P							
Patient Service Spec Duty-RadChill							
Product Specialist							

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

APPENDIX A

Clerical Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Central Cashier/Receptionist	57	10/1/2005	14.41	14.76	15.17	15.76	16.47
Central Cashier		10/1/2006	14.85	15.21	15.63	16.24	16.97
COB Research Clerk		10/1/2007	15.30	15.67	16.10	16.73	17.48
Data Support Clerk		10/1/2008	15.76	16.14	16.59	17.23	18.01
Dues Revenue Clerk		10/1/2009	16.24	16.63	17.09	17.75	18.55
Home Health Staffing Coordinator							
Lead Film Librarian							
Lead Member Service Representative							
Medical Transcriptionist I							
Mental Health Program Support Clerk							
Neurophysiology Assistant							
Nursing Clerk II							
O.R. Scheduling Clerk							
Patient Accounting Support Clerk							
Patient Business Service Rep.							
Patient Service Clerk/Cashier							
Patient Service Clerk III							
Pre-Admission Testing Clerk							
Procedure Scheduling Specialist							
Vertex Operator							
EMR Coder I							
Accounting Cashier							
Data Entry Verification Oper.							
Health Info. Imaging Specialist							
Home Health Scheduler							
Occupational Health Serv Rep							
Pat Bus Svs Pre-Svs Review Rep							
Pat Svs Clk Ck-In Ck-Out							
Neurophysiology Assistant I							
Referrals Support Specialist							
Claims & Referrals Specialist II	58	10/1/2005	15.09	15.49	15.89.	16.53	17.25
Insurance Accounts Clerk		10/1/2006	15.55	15.96	16.37	17.03	17.77
Med. Correspondence Clerk		10/1/2007	16.02	16.44	16.86	17.54	18.31
Patient Accounts Clerk		10/1/2008	16.50	16.94	17.37	18.07	18.86
Medical Transcriptionist II		10/1/2009	17.00	17.45	17.89	18.61	19.43
Claim Processor							
COB Research Clerk							
Lead Imaging PSC/Scheduler							
Purchasing Assistant							
Reimbursement Billing Liaison Spec							
Home Care Billing Specialist							
Behavioral Health Service Clerk							
Billing Coder	59	10/1/2005	15.82	16.21	16.69	17.32	18.12
EMR Coder II		10/1/2006	16.30	16.70	17.19	17.84	18.67
Membership Accounting Specialist		10/1/2007	16.79	17.20	17.71	18.38	19.23
Payment Application Clerk		10/1/2008	17.30	17.72	18.24	18.93	19.81

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

Payroll Assistant	10/1/2009	17.82	18.25	18.79	19.50	20.41
Plant Operations Clerk						

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Clerical Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Claims/Referrals Specialist III	60	10/1/2005	16.55	16.97	17.45	18.13	19.03
Health Record Coder/Technician		10/1/2006	17.05	17.48	17.98	18.68	19.60
Workers' Comp. Biller/Coder		10/1/2007	17.56	18.01	18.52	19.24	20.19
Claim Adjuster		10/1/2008	18.09	18.55	19.08	19.82	20.80
Claims In-Line Quality Reviewer		10/1/2009	18.64	19.11	19.66	20.42	21.43
Lead Patient Acct. Clerk							
Financial Coder							
Pharmacy Purchasing Asst							
Senior Resource Claims Proc.							
Financial Coding Specialist	61	10/1/2005	17.75	18.15	18.69	19.45	20.27
Patient Accounting Specialist		10/1/2006	18.29	18.70	19.25	20.04	20.88
Payment Disputes Research Specialist		10/1/2007	18.84	19.26	19.83	20.64	21.51
		10/1/2008	19.41	19.84	20.43	21.26	22.16
		10/1/2009	20.00	20.44	21.05	21.90	22.83
Intake Specialist	H59	10/1/2005	16.87	17.33	17.84	18.54	19.41
		10/1/2006	17.38	17.85	18.38	19.10	20.00
		10/1/2007	17.90	18.39	18.93	19.68	20.60
		10/1/2008	18.44	18.94	19.50	20.27	21.22
		10/1/2009	19.00	19.51	20.09	20.88	21.86

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Technical Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Microbiology Lab Assistant	54	10/1/2005	12.56	12.87	13.20	13.74	14.31
		10/1/2006	12.94	13.26	13.60	14.15	14.74
		10/1/2007	13.33	13.66	14.01	14.58	15.19
		10/1/2008	13.73	14.07	14.43	15.02	15.65
		10/1/2009	14.15	14.50	14.87	15.48	16.12
Pharmacy Technician I	56	10/1/2005	13.77	14.23	14.48	15.05	15.69
		10/1/2006	14.19	14.66	14.92	15.50	16.16
		10/1/2007	14.62	15.10	15.37	15.97	16.65
		10/1/2008	15.06	15.56	15.83	16.45	17.15
		10/1/2009	15.51	16.03	16.31	16.95	17.67
Laboratory Assistant II	T56	10/1/2005	14.06	14.49	14.74	15.37	15.99
		10/1/2006	14.48	14.93	15.18	15.83	16.47
		10/1/2007	14.92	15.38	15.64	16.31	16.97
		10/1/2008	15.37	15.84	16.11	16.80	17.48
		10/1/2009	15.83	16.32	16.60	17.31	18.01
Pharmacy Technician II Pharmacy Technician-Auto Disp. Sys.	57	10/1/2005	14.41	14.76	15.17	15.76	16.47
		10/1/2006	14.85	15.21	15.63	16.24	16.97
		10/1/2007	15.30	15.67	16.10	16.73	17.48
		10/1/2008	15.76	16.14	16.59	17.23	18.01
		10/1/2009	16.24	16.63	17.09	17.75	18.55
Operating Room Technician Surgical Technologist	M57	10/1/2005	15.89	16.29	16.70	17.36	18.13
		10/1/2006	16.37	16.78	17.20	17.88	18.68
		10/1/2007	16.86	17.29	17.72	18.42	19.24
		10/1/2008	17.37	17.81	18.25	18.98	19.82
		10/1/2009	17.89	18.35	18.80	19.55	20.42
Orthopedic Technologist	O57	10/1/2005	16.06	16.46	16.87	17.54	18.33
		10/1/2006	16.54	16.96	17.38	18.07	18.88
		10/1/2007	17.04	17.47	17.90	18.61	19.45
		10/1/2008	17.55	18.00	18.44	19.17	20.04
		10/1/2009	18.08	18.54	19.00	19.75	20.64
Pathology Assistant I Cytology/Histology Prep Tech.	T57	10/1/2005	14.69	15.06	15.47	16.08	16.81
		10/1/2006	15.13	15.51	15.94	16.57	17.32
		10/1/2007	15.59	15.98	16.42	17.07	17.84
		10/1/2008	16.06	16.46	16.92	17.58	18.38
		10/1/2009	16.54	16.96	17.43	18.11	18.93
Medical Technician I Ophthalmic Assistant (Certified) HUB Specialist	T58	10/1/2005	15.43	15.78	16.17	16.86	17.57
		10/1/2006	15.90	16.26	16.66	17.37	18.10
		10/1/2007	16.38	16.75	17.16	17.89	18.65
		10/1/2008	16.87	17.26	17.68	18.43	19.21

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

10/1/2009 17.38 17.78 18.21 18.99 19.79

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Technical Classifications

<u>Job Title</u>	<u>Grade</u>	<u>Effective Date</u>	<u>Start Step 1</u>	<u>6 mos. Step 2</u>	<u>12 mos. Step 3</u>	<u>24 mos. Step 4</u>	<u>36 mos. Step 5</u>
Cardiovascular Technician	M59	10/1/2005	16.92	17.37	17.88	18.54	19.41
Emergency Med. Technician-Paramedic		10/1/2006	17.43	17.89	18.42	19.10	20.00
Cardiopulmonary Diagnostic Tech.		10/1/2007	17.96	18.43	18.98	19.68	20.60
		10/1/2008	18.50	18.99	19.55	20.27	21.22
		10/1/2009	19.06	19.56	20.14	20.88	21.86
Endoscopy Technician	T59	10/1/2005	16.11	16.54	17.01	17.66	18.46
EEG/EMG Technician (Registered)		10/1/2006	16.60	17.04	17.52	18.19	19.02
Ophthalmology Technician II		10/1/2007	17.10	17.55	18.05	18.74	19.59
		10/1/2008	17.62	18.08	18.59	19.30	20.18
		10/1/2009	18.15	18.63	19.15	19.88	20.79
Medical Technician II	M60	10/1/2005	17.73	18.15	18.69	19.42	20.33
		10/1/2006	18.26	18.70	19.25	20.01	20.94
		10/1/2007	18.81	19.26	19.83	20.61	21.57
		10/1/2008	19.38	19.84	20.43	21.23	22.22
		10/1/2009	19.96	20.44	21.05	21.87	22.89
Radiology Technologist I Radiology/Lab Technologist-Lab Asst.	R60	10/1/2005	18.28	18.71	19.27	20.02	20.96
		10/1/2006	18.83	19.27	19.85	20.62	21.59
		10/1/2007	19.40	19.85	20.45	21.24	22.24
		10/1/2008	19.98	20.45	21.07	21.88	22.91
		10/1/2009	20.58	21.07	21.70	22.54	23.60
Ophthalmic Technician (Certified)	T61	10/1/2005	17.75	18.15	18.69	19.45	20.27
		10/1/2006	18.29	18.70	19.25	20.04	20.88
		10/1/2007	18.84	19.26	19.83	20.64	21.51
		10/1/2008	19.41	19.84	20.43	21.26	22.16
		10/1/2009	20.00	20.44	21.05	21.90	22.83
Ophthalmic Lead Technician- West side Technologist, Radiology II	M62	10/1/2005	19.51	20.03	20.61	21.35	22.43
		10/1/2006	20.10	20.63	21.24	21.99	23.11
		10/1/2007	20.71	21.25	21.88	22.65	23.81
		10/1/2008	21.33	21.89	22.54	23.33	24.53
		10/1/2009	21.97	22.55	23.22	24.03	25.27
Cat Scan Technologist – Entry (non-registered)	R62	10/1/2005	20.12	20.66	21.26	22.01	23.12
		10/1/2006	20.73	21.28	21.90	22.67	23.82
		10/1/2007	21.35	21.92	22.56	23.35	24.54
		10/1/2008	21.99	22.58	23.24	24.05	25.28
		10/1/2009	22.65	23.26	23.94	24.77	26.04

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Technical Classifications

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Cat Scan Technologist Cat Scan /Rad Technologist Mammographer	N62	10/1/2005	21.04	21.67	22.26	23.06	24.19
		10/1/2006	21.67	22.32	22.93	23.75	24.92
		10/1/2007	22.32	22.99	23.62	24.47	25.67
		10/1/2008	22.99	23.68	24.33	25.21	26.44
		10/1/2009	23.68	24.39	25.06	25.97	27.24
Histology Technologist Registered Respiratory Therapist Sleep Lab Technologist	M63	10/1/2005	20.49	21.03	21.66	22.47	23.49
		10/1/2006	21.11	21.66	22.31	23.15	24.20
		10/1/2007	21.75	22.31	22.98	23.85	24.93
		10/1/2008	22.41	22.98	23.67	24.57	25.68
		10/1/2009	23.09	23.67	24.38	25.31	26.45
Cytotechnologist Echocardiology Technician Medical Technologist I Ultrasound Technician Pulmary Func. Testing/Rehab Prac.	M64	10/1/2005	21.49	22.07	22.70	23.56	24.65
		10/1/2006	22.14	22.73	23.38	24.27	25.39
		10/1/2007	22.81	23.41	24.08	25.00	26.15
		10/1/2008	23.50	24.12	24.81	25.75	26.94
		10/1/2009	24.21	24.85	25.56	26.53	27.75
MRI Technologist I	R64	10/1/2005	22.16	22.76	23.38	24.29	25.41
		10/1/2006	22.83	23.45	24.08	25.02	26.18
		10/1/2007	23.52	24.16	24.81	25.77	26.97
		10/1/2008	24.23	24.89	25.56	26.55	27.78
		10/1/2009	24.96	25.64	26.33	27.35	28.62
Ultrasonographer	N64	10/1/2005	22.89	23.51	24.15	25.08	26.24
		10/1/2006	23.58	24.22	24.87	25.83	27.03
		10/1/2007	24.29	24.95	25.62	26.60	27.84
		10/1/2008	25.02	25.70	26.39	27.40	28.68
		10/1/2009	25.77	26.47	27.18	28.22	29.54
Medical Technologist II MRI Technologist II Nuclear Medicine Technician Lead Cytotechnologist	M65	10/1/2005	22.58	23.22	23.87	24.77	25.95
		10/1/2006	23.26	23.92	24.59	25.52	26.73
		10/1/2007	23.96	24.64	25.33	26.29	27.53
		10/1/2008	24.68	25.38	26.09	27.08	28.36
		10/1/2009	25.42	26.14	26.88	27.90	29.21
Lead Mammographer Nuclear Medicine Technologist	R65	10/1/2005	23.51	24.16	24.84	25.77	27.00
		10/1/2006	24.22	24.89	25.59	26.55	27.81
		10/1/2007	24.95	25.64	26.36	27.35	28.65
		10/1/2008	25.70	26.41	27.15	28.17	29.51
		10/1/2009	26.47	27.21	27.97	29.02	30.40
Bio-Medical Technician	T65	10/1/2005	21.49	22.09	22.72	23.58	24.71
		10/1/2006	22.14	22.76	23.40	24.29	25.45
		10/1/2007	22.81	23.45	24.10	25.02	26.22
		10/1/2008	23.50	24.16	24.83	25.77	27.01
		10/1/2009	24.21	24.89	25.58	26.55	27.82

* Wage scales reflect adjustments for Joint Partnership Trust Fund contributions.

APPENDIX B: ABSENTEEISM AND TARDINESS

Operation of a Health Delivery System demands steady attendance and prompt reporting to work. While all provisions of the current Absence Monitoring Personnel Policy and Procedure will apply to occurrences of tardiness and/or absence, it is imperative that all employees realize the importance of these points:

Each employee who is absent from work or late in reporting to work must notify his supervisor or designee one (1) to two (2) hours prior to the start of the shift involved. Emergency Services (ED, CDU and Urgent Care) employees working 2nd or 3rd shift are to notify their supervisor or designee four (4) hours prior to the start of the shift. An absence or lateness which is not so reported will be classified as unexcused unless an emergency prevents notification. The absence and/or the act of not reporting off within the designated time frame will be counted as one (1) Corrective Action plan.

1. An unexcused absence of three (3) days duration shall be deemed grounds for discharge.
2. Each employee must report to his supervisor before returning to his job following an absence of one (1) full day or more whether or not such absence was classified excused or unexcused.
3. It is hereby agreed that the first four (4) accumulated tardies will constitute an "incident", each additional two (2) accumulated tardies will constitute another "incident". Incidents will be handled under the Absence Monitoring Policy. To repair a tardy record, an employee must maintain perfect attendance (no tardies or unapproved absences) for sixty (60) consecutive calendar days. When perfect attendance has been maintained for sixty (60) consecutive days, all tardies will be removed from the employee's record.
4. Failure to work a scheduled shift immediately prior to, on, or immediately after a holiday may be deemed grounds for discharge.
5. In Partnership, the Union and Management agree to utilize the Issue Resolution and Corrective Action Plan (refer to National Agreement) to resolve any disputes regarding absences or tardies due to inclement weather.

APPENDIX C: RULES AND REGULATIONS

Effective January 1, 1998

The following rules and regulations and statements on absenteeism and tardiness which are listed for the convenience of the employees, are not part of the Collective Bargaining Agreement and do not preclude the Employer from establishing other rules or regulations in accordance with the provisions of this Agreement.

The efficient and successful operation of any organization requires the establishment of rules and regulations which will insure orderly and progressive development. Kaiser solicits the observance and cooperation of all employees regarding these rules.

Violations of the following facility rules will be sufficient grounds for **Corrective Action, level one (1) to level five (5)** (immediate discharge) depending on the seriousness of the offense in the judgment of management:

1. Sabotage.
2. Theft or misappropriation of property of others or of the organization.
3. Striking or assaulting any employee, patient or member of supervision.
4. Repeated facility rule violation.
5. Possession of firearms or explosives on the premises at any time.
6. Sleeping on the premises at any time.
7. Immoral conduct or indecency.
8. Fighting on the premises at any time.
9. Possession of, or drinking of, liquor or any alcoholic beverage on the premises at any time. Reporting for work under the influence of alcohol or in an unsafe condition.
10. Possession of, or under the influence of narcotics or illegal drugs.
11. Absence without reasonable cause.
12. Reporting late to work.
13. Leaving own department during working hours without permission.
14. Wasting time, loitering or overstaying relief on the property during working hours.
15. Falsification of personnel or other records.
16. Falsification of time card.

17. Refusal to obey orders of your supervisor or other members of management.
18. Refusal or failure to do job assignment.
19. Threatening, intimidating, cursing, or interfering with employees, patients, or supervisors at any time.
20. Abusive language to any employee, patient or member of supervision.
21. The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the organization or any other conduct detrimental to the organization, its employees or the employee/employer relationship.
22. Unauthorized operation or possession of any equipment used for patient care.
23. Smoking in restricted areas.
24. Distracting the attention of others, or causing confusion by unnecessary shouting thereby causing patients distress.
25. Disregard of safety to rules or common safety practices.
26. Littering, creating or contributing to poor housekeeping, unsanitary or unsafe conditions within the facility.
27. Assignment of wages or frequent garnishment.
28. Gambling, lottery or any other game of chance on the premises at any time.
29. Posting or removal of notices, signs, or writing in any form on bulletin boards or organizational property at any time without specific authorization from management.
30. Unauthorized distribution of literature, either written or printed matter of any description, in working areas of organization property during working hours.
31. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working hours.
32. Disclosure of, obtaining of, or inappropriate discussion of confidential patient medical information.
33. Kaiser reserves the right to add or to modify any of these rules as conditions warrant.

Appendix D: NYLIC Alternate Coverage
(New York Life Insurance Company)

Effective January 1, 1998

(Updated October 1, 2005)

Employees participating in Kaiser Permanente Self-Funded Benefit Plan, Preferred Provider Option 2 and prescription drug plan on December 31, 1994 will have the option of continued coverage under the Preferred Provider Option 2 plan and the prescription drug plan as provided in the current agreement until such time as they discontinue coverage with this alternate carrier.

Semi-annual enrollment periods shall be the last two (2) weeks in January of each year for coverage effective March 1st of that year and the last two (2) weeks in July of each year for coverage effective September 1st of that year. Changes in health plan coverage shall not be permitted at any other time.

Employees identified to be eligible for continuation of alternate coverage are:

- ❖ Bruckner, Deborah
- ❖ Laskey, Tamara
- ❖ Relitz, Patricia

MEMORANDUM OF AGREEMENT
Effective October 1, 2005

RE: ABSENCE MONITORING

Under the Management Rights Article III, the issue of Absence Monitoring policy dealt with this policy a) not being flexible enough as it fails to differentiate between legitimate absences, b) counts as two separate incidents of absence when employee tries to return to work and goes back home having returned prematurely. Below are all possible absences that may occur, and then the mutually agreed on incidents to be charged and those not to be charged as an incident. We entertained placing such clarification in the Collective Bargaining Agreement on the basis that the application of Policy & Procedure (P&P) **when not concluded or resolved by Issue Resolution** is grievable, yet recognizing that under Management Rights Article Management reserves the right to develop and implement reasonable P&P. Because there is no provision in the agreement regarding this policy, the committee agreed that we would take the issue off the table if the P&P can be adjusted to reflect these items for 1) clarification, and 2) uniform application:

NOT CHARGED:

- * Approved LOAs
- * Worker's Compensation
- * Bereavement (paid)
- * Surgery - inpatient, outpatient
- * Pre-admission testing
- * Hospitalization
- * Military service
- * Jury Duty
- * Subpoena
- * Vacation and Holiday
- * Medical procedures (case-by-case)
- * Family Medical Leave Act provision
- * Suspension
- * Perfect Attendance
- * **Flexible Personal Days**

CHARGED:

- * Sick
- * Accident
- * Bereavement (unpaid)
- * Incarceration
- * Employee Assistance Program
- * Counseling
- * Household emergency
- * Dependent care (Article XVII, Section 12)
- * Physical or Occupational Therapy (other than disability)
- * Natural disasters (other than facility proclaiming closure)

Paid absence for bereavement, not defined in Article XXI, may be taken through the use of available vacation day, **flexible personal days** or serious personal business day. Incidents wherein employee returns to work too soon from sick-time absence and has to go back home the day of return to work will not be charged as an incident. When there is a one (1) day or less separation between incidents for the same illness, then only one (1) incident will be recorded.

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO,
LOCAL 17

KAISER FOUNDATION HEALTH PLAN OF OHIO

Cathy Wittenbrook
Business Manager

Rosemary Wiggins
Senior HR Consultant

MEMORANDUM OF AGREEMENT
Effective October 1, 2005

RE: ARTICLE IV (UNION SECURITY, DUES DEDUCTION)

Kaiser Foundation Health Plan of Ohio agrees to provide payroll deductions to members who wish to voluntarily contribute to the Union's Voice of the Electorate (VOTE) effective April 1, 1989.

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RE: ARTICLE VI (WORK SCHEDULE)

Upon review of the Memorandum Of Agreement dated December 28, 1988, the parties have agreed to carry the following provisions into the new Agreement:

Kaiser Foundation Health Plan of Ohio agrees to the following:

- 1) Short hour and part-time employees will be granted additional hours before on call employees are utilized provided the short hour and part time employees accept the assignment.
- 2) To make every effort to monitor on call employees to assure the correct usage. Managers will have to respond to any excessive usage of on call. Supervisors and Managers will be subject to sanctions for failure to comply with administrative efforts to reduce on call.

The employer further agrees to seek out resources and options for continuing education units for the licensed practical nurses and other certified employees.

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RE: ARTICLE XIV (BENEFITS ELIGIBILITY)

In the event that federal health care reform legislation, such as "The Health Security Act of 1993", is enacted during the term of this Agreement, and the legislation contains mandates, targets, and/or recommendations, or otherwise impacts our collective bargaining agreement, the Employer and the Union shall meet to negotiate the effect of such legislation on bargaining unit Employees.

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RE: ARTICLE XV (HOLIDAYS)

The Parties agree to extend to the below-designated nine (9) couriers only, who as of December 31, 1994, were full-time employees mandated to work a 10-hour shift, the terms of the original Memorandum of Agreement previously signed by Ben Adams for the Employer, and by Irene Summerfield for the Union.

Specifically: The standard payment of eight (8) hours holiday pay for full-time employees is set aside for such below-designated couriers. Instead, these designated couriers will receive ten (10) hours of pay for each of the ten (10) holidays designated in Article XV of this Agreement for as long as such courier(s) continues to, or should return to, work a mandated ten (10) hour shift, for the life of this Agreement.

These designated couriers are:

Jerome Miller

Douglas Roborecki

Jill Kuhn

Robert Tift

William Kelly

All other full-time couriers, whether employed on December 31, 1994 or employed thereafter as couriers, will receive the standard payment of eight (8) hours pay for contractually provided holidays, regardless of their scheduled hours.

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RE: ARTICLE XVI, SECTIONS 6 AND 8 (VACATIONS) MULTIPLE UNITS

RE: BREAKING TIES AMONG LOCAL 17 MEMBERS

In an effort to provide an equitable method to resolve potential vacation scheduling conflicts between multiple bargaining units, the parties have agreed to:

First, use overall service with Kaiser regardless of bargaining unit seniority, or,

Second, in the event of an additional conflict, use the highest last four (4) digits of the social security numbers.

BREAKING TIES FOR LOCAL 17 MEMBERS ONLY WHEN THEIR BARGAINING UNIT SENIORITY DATES ARE THE SAME, THE FOLLOWING WILL APPLY:

When bargaining unit seniority among Local 17 members is equal, ties will be broken by using the highest last four (4) digits of the social security number for the purposes of job bidding, bumping, and layoff.

For vacation, holidays, **Flexible Personal Days**, floating holidays: the highest last four (4) digits of the social security number will establish a rotation list. The first person drops to the bottom of the list after his/her initial turn.

For education and training opportunities: the highest last four (4) digits of the social security number will establish a rotation list. The first person drops to the bottom of the list after his/her initial turn.

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RE: ARTICLE I RECOGNITION

In an effort to clarify positions at Kaiser Permanente Health Plan that the Bargaining Unit may feel should be unionized, the parties agree to the following process:

1. The Kaiser Permanente Human Resources Department will supply Local 17 with a **listing of current non-bargaining unit position titles and number of incumbents in those positions by November 1, 2005 and annually thereafter if requested.**
2. **The Business Manager/Business Representatives from Local 17 will review the position titles, compile a list and formally notify Kaiser Permanente of those position titles that are being investigated. The Union will request, in writing, appropriate information needed to further investigate those position titles within sixty (60) calendar days or less.**
3. **Kaiser Permanente Human Resources Department will respond to Local 17 with requested information within ninety (90) calendar days or less.**
4. **The Business Manager/Business Representative from Local 17 will notify Kaiser Permanente of specific position titles they would like to pursue within ninety (90) calendar days or less from receiving requested information. The Business Manager//Business Representative from Local 17, a Human Resource Consultant from Kaiser, and appropriate resource personnel will meet to begin discussing the investigated positions within thirty (30) calendar days or less from the above notification.**
5. After discussion is completed, the affected employees will be notified that their job classification is being considered for addition to the Bargaining Unit. This notification is to occur via joint letter from the Union and Kaiser Permanente.
6. If the Union and Kaiser Permanente agree that the job classification **could** become a part of the Bargaining Unit, the job classification **may** be converted to a Union position **by various methods including, but not limited to, the following: card count, grandfather of current employees, voluntary joining of incumbents with new hires mandated and future postings listed as Union, etc.**

If the Union and Kaiser Permanente do not agree that the job classification could become a part of the Bargaining Unit, the final decision will be made by a third party from the office of The Labor Management Partnership.

It is the intent of the Bargaining Unit and Kaiser Permanente to complete investigations within a twelve (12) month period, unless it is mutually agreed by both parties to extend the investigation.

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Re: LABOR RELATIONS POLICY

It is the policy of the Kaiser Foundation Health Plan of Ohio to recognize, honor and respect the rights of the employees to self organize, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment.

The Kaiser Foundation Health Plan of Ohio, and Office and Professional Employees International Union (OPEIU), Local 17, are committed to ethical and fair treatment of all employees and their designated representatives. It is Kaiser's policy to treat all employees and their representatives, and the representatives of management, with dignity, respect, honesty and trust. Further, the Parties are committed to developing and maintaining harmonious relationships with each other in an effort to promote mutual respect and cooperation in the furtherance of the Program's objective of providing high quality medical care.

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RE: FLEXIBLE BENEFITS

The Employer intends to install a Flexible Benefits program for its salaried employees. The parties agree that the Flexible Benefits program may be offered to Local 17 bargaining unit members at such time as the Employer deems it appropriate to do so. Enrollment in the Flexible Benefits program will be on a voluntary basis. No Local 17 member will be required to enroll in the Flexible Benefits program during the term of this contract.

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RE: Scope of Practice/Pay Adjustments

OPEIU Local 17 and Kaiser Permanente agree that if the Regional Scope of Practice Committee determines that additional job responsibilities need to be assigned to a specific classification that both parties will meet to discuss the changes.

Furthermore, the parties will enter discussion on any pay adjustments that may be necessary due to added job responsibilities.

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RE: SERVICE EXCELLENCE:

The National Labor Management Partnership is a landmark of cooperation built on mutual goals of service excellence and quality. In keeping with the mission of this Partnership, the parties agree that for Kaiser Permanente to be successful, internal and external customer service is of utmost importance and is exhibited in our daily work.

RE: JOINT STAFFING/WORK SCHEDULES:

In Partnership, Union and Management agree to utilize a Joint Staffing Process (refer to National Agreement) to provide employees with stable and consistent work schedules.

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RE: AFTER HOURS CARE CALL OFF COVERAGE (WILLOUGHBY)

The nurse responsible to schedule coverage for call offs occurring on a weekend or holiday will be available by pager from 8am to 10am and shall receive 3/8ths their hourly rate per hour for this period of time. If a call off occurs, the nurse will receive one hour of pay for time spent on staffing. This hour will be considered time worked for purposes of computing overtime.

RE: AFTER HOURS CARE LPNs

The employer shall provide a charge nurse differential of \$0.75 per hour for After Hours Care LPNs who are assigned to function as a charge nurse.

RE: EXPERIENCE IN AFTER HOURS AND URGENT CARE

It is recognized that clinical experience in After Hours/Urgent Care at Willoughby and Akron shall also be considered as medicine and pediatric experience for the purpose of bidding and bumping. This provision is applicable for all RN and LPN positions covered by this Collective Bargaining Agreement.

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RE: OFFERING ADDITIONAL HOURS OF WORK REGISTERED NURSES

It is understood that OPEIU and ONA are separate and distinct bargaining units. All available hours for RN positions represented by OPEIU will be posted and offered to OPEIU RNs per the Collective Bargaining Agreement.

A list will be created of those OPEIU RNs that DO NOT want to be notified of extra hours.

It is further understood that any new staff RN openings under the jurisdiction of OPEIU will be considered as an OPEIU RN position.

RE: SEVERANCE PAY

It is agreed that KPHP and OPEIU will review possibilities for consideration concerning severance options for its employees/membership.

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RE: RETURNING INJURED EMPLOYEES TO WORK

Kaiser Permanente and Local 17 agree that the Integrated Disability Management Committee will address all issues in regard to returning those employees who have occupational and non-occupational disability, illness and injuries back to work. Any issue not addressed or resolved by the Integrated Disability Management Committee will be referred to the Ohio Labor Management Physician Partnership Steering Committee for a final resolution.

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