

AGREEMENT

BETWEEN

KAISER FOUNDATION HOSPITALS

AND

KAISER FOUNDATION HEALTH PLAN
OF THE NORTHWEST

AND

OREGON FEDERATION OF NURSES
AND HEALTH PROFESSIONALS

AFT HEALTHCARE - LOCAL 5017 • AFL-CIO

TECHNICAL EMPLOYEES

October 1, 2011 – September 30, 2013



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Oregon Federation of Nurses and Health Professionals and
Kaiser Permanente Northwest Region

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**OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS AND
KAISER PERMANENTE NORTHWEST REGION**

PREAMBLE

1. It is the intent and purpose of the Employer and the Union to promote and improve labor management relations and to set forth the basic terms of agreement covering wages, hours, and conditions of employment.
2. Therefore, in consideration of the mutual premises and agreements between the parties and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for a safe and healthy atmosphere, the parties agree as follows:
3. The foremost obligation of the parties is to provide high quality affordable health care. The Employer and the Union pledge their full cooperation in promoting high professional standards and the cost effective delivery of patient care.
4. It is also agreed that providing high quality care and satisfying member service are mutual goals and fundamental responsibilities of the parties. To this end all Employer representatives, Union representatives, and employees will interact with each other, other employees, and patients in a respectful and courteous manner.
5. If any Article of this agreement is in conflict with any provision of the National Labor Agreement, the National Labor Agreement will take precedent.

ARTICLE 1 - RECOGNITION

- A. The Employer recognizes the Union as the exclusive representative for all employees of the Employer as described in the following Bargaining Unit:
 1. NLRB Case No. 36-RC-5394 - All Full-Time and Part-Time Bronchoscopy Specialists, Cardiac Surveillance Technicians, Certified Occupational Therapist Assistants, Physical Therapy Assistants, Contact Lens Technicians, Dialysis Technicians, Dental Lab Technicians, Medical Lab Technicians, Histology Technicians, Dispensing Opticians, Advanced Dispensing Opticians, Orthopedic Technicians, Polysomnograph Technicians, Advanced Polysomnograph Technicians, Pulmonary Function Specialists, Respiratory Care Practitioners, Surgical Assistants, Operating Room Technicians, Asthma Case Managers, Massage Therapists, Eye Care Support Specialists, Optometry Assistants, Dental Lab Specialists, Holter Monitor Technicians, Durable Medical Equipment Specialists, Oxygen Care Managers, Sleep Lab Assistants, Optical Stock Clerks, Optical Lab Assistants, Optical Data Processing Technicians, Surfacing Technicians, Finishing Technicians, Optical Expeditors, Optical Accounting Specialists, Inventory Control Specialists, Surfacing Opticians, Finishing Opticians, and Optical Equipment Maintenance Technicians employed by the Employer at its Hospitals and Outpatient Clinics, excluding confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

2. Modified Jobs

The Employer will notify the Union upon modification of an existing job in the Bargaining Unit. The Employer will meet with the Union if requested to determine if the job responsibilities have changed significantly enough to warrant a different wage range. If so, the parties will negotiate a new wage range. The Employer will provide the training needed to perform the new duties during work hours.

3. The parties recognize that new job titles may be developed to reflect the evolution of care delivery. Prior to the posting of the newly created job, the parties will meet to determine representation status. Any newly created job agreed upon by the Employer and Union will be accreted into the agreement for the relevant bargaining unit. This section shall apply to newly created Professional/Technical positions related to direct/indirect patient care delivery. Positions to which this section shall apply shall include, but not be limited to, any newly created position which will perform duties currently performed by bargaining unit employees or for which the educational, certification, credential or licensure requirements are equivalent to existing represented positions. The above paragraph does not apply to positions which meet the criteria for management/supervisory employee, or confidential employee, as defined by the National Labor Relations Act. NWIT and CHR positions would not be covered by the above language unless or until the Union represents 1 or more job classifications in these areas. This agreement does not address nor modify the 2005 KP Health Connect Effects Bargaining Agreement.

ARTICLE 2 - DEFINITIONS

A. Full-Time/Part-Time Employee

1. A Full-Time employee is one who is regularly scheduled to work a predetermined work schedule of forty (40) hours per workweek. The predetermined work schedule may be at one (1) or multiple work sites.
2. A Part-Time employee is one who is regularly scheduled to work a predetermined work schedule of twenty (20) to less than forty (40) hours per work week. The predetermined work schedule may be at one (1) or multiple work sites.

B. Short-Hour Employee

A Short-Hour employee is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per workweek.

C. Float Employee

1. A Float employee is defined as an employee who works a variable work schedule at multiple work sites or departments within or between facilities.

2. The Float employees' primary purpose is to provide replacement for scheduled and unscheduled absences of regularly scheduled employees, and to provide additional staffing stability and flexibility for responding to work load fluctuations and as needed for continuity of operations.
3. Full-Time/Part-Time Float Employee
 - a. A Full-Time Float employee is defined as an employee who is scheduled to work a variable work schedule of forty (40) hours per workweek. The predetermined work schedule may be at one (1) or multiple work sites.
 - b. A Part-Time Float employee is defined as an employee who is scheduled to work a variable work schedule of less than forty (40) hours per work week. The predetermined work schedule may be at one (1) or more multiple work sites.

D. On-Call Employee

1. An On-Call employee is defined as an employee who has no permanent work assignment and who is employed to work on an intermittent basis. On-Call employees are used primarily for replacement of absences and for time off for employees, and for increases in workload.
2. On-Call employees will be available to work a minimum of two (2) shifts per month to remain in an employed status.

E. Casual Employee

Casual employees are hired to work on an intermittent basis at least once per year.

F. Temporary Employee

A Temporary employee is defined as an employee who is hired from outside the Bargaining Unit to work for a specific period of time not to exceed six (6) consecutive months. The period may be extended up to an additional six- (6) consecutive months by mutual agreement in writing by the employee and the Employer.

G. Lead Technician

1. A Lead Technician is a technician who is assigned additional responsibilities as defined in advance by the workgroup Labor Management Partnership committee with input from the workgroup, under the following guidelines. The Lead Technician role may be a permanent or a temporary designation. Lead Technician responsibilities may include directing the work distribution, work flow, quality assurance, training/mentoring, or other duties as defined by the workgroup LMP committee.
2. In workgroups where a LMP committee does not exist, one shall be created to fulfill the duties as described in this section. In workgroups where a LMP committee does exist, it will be the responsibility of that committee to determine the need for and responsibilities of the Lead Technician, to be included in a job description specific to the work group area, and to review the need for and responsibilities of the Lead Technician annually, or as needed. For purposes of

this section, the direct workgroup supervisor or manager and steward, if one exists, must be part of the workgroup LMP committee.

3. Hiring, Selection and Posting of Lead Technician Opening

- a. Employees who are, upon ratification, accountable for all Lead Technician responsibilities defined within the Lead Technician job description, shall be paid Lead differential. If either party believes that a Lead Technician is needed but has not been created and posted, it may be referred to the workgroup LMP Committee, with an attempt toward resolution.
- b. In the event of a vacancy in an existing Lead Technician designation, it shall be posted and filled in accordance with Article 7.B.1 . The LMP committee, inclusive of the supervisor, shall, by consensus, select the Lead Technician based on qualifications, performance and experience. If there are two or more candidates who are equally qualified, as determined by the LMP committee, the candidate with the most seniority will be selected as the lead technician. All qualified candidates for the lead designation will be interviewed and if not selected, will be informed as to the reasons for not being selected.
- c. When Lead Technician designations are created (a new Lead designation) and there is not an existing employee currently performing those duties, the opening shall be posted in the department and filled by a candidate in the department in accordance with Article 7.B.1.
- d. If there is no interested or qualified candidate in the workgroup, the workgroup and the supervisor will meet to discuss other ways to address the need.
- e. In the event the lead designation is removed, the employee will resume his/her technical designation.

4. Lead Technician Use of Electronic System

Lead Technicians will be given appropriate access to electronic systems necessary to complete assigned duties.

5. Lead Technician Education

Education opportunities to assist the Lead Technician in their role will be offered to the Lead Technician and will be compensated. When the manager formally request the Lead Technician to attend a development opportunity, registration and appropriate paid time will be approved.

6. Lead Technician Designation

Lead Technician responsibilities may be temporarily designated. The technician designated Lead shall assume responsibilities in accordance with the Lead Technician job description and shall be paid Lead differential for the hours worked as Lead. In those circumstances where a technical supervisor or a Lead Technician is normally present and will be unavailable for four (4) or more hours, a technician will be designated to assume Lead responsibilities during their absence.

ARTICLE 3 - UNION SECURITY

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL UNION SECURITY LANGUAGE INCLUDING EMPLOYMENT AND INCOME SECURITY.

A. Required Membership

1. All present employees shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
2. All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
3. Any current employee of the Northwest Region who transfers to a position covered under this Agreement shall not be required to pay any initiation fees upon transfer, but shall pay Union monthly dues or fees equal to such dues.
4. Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty- (60) day period may be extended by mutual agreement between the parties. Such an extension will not be unreasonably denied by the Union.
5. A Union representative shall have the opportunity to meet with the newly hired employees as part of the Regional Orientation process for the purpose of furnishing them with information about the Union. The Union's segment will be prescheduled during the Regional Orientation day and will consist of approximately one (1) hour, with a minimum guarantee of thirty (30) minutes. Orientation is considered as paid time for the orientee, and not to exceed eight (8) hours.
6. As provided by Federal Law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled and the employee shall make contributions to a tax-exempt, non-religious charitable organization of his/her choice.
7. The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of the Agreement by a union print shop. The Employer will provide office support for the data entry of the ratified contract, and will make a good faith effort to provide the Union with a compatible disk upon completion. Copies of this Agreement shall be provided to all new employees at the time of employment by the Employer.

B. Payroll Deduction of Dues

1. The Employer shall deduct from each employee's wage the amount of Union dues or fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.
2. Deductions for dues shall be processed on the first and second pay period of each month.

C. Employee Notices

1. Concurrent with the payroll data run each month, the Employer shall forward to the Union the names, addresses, work location, department, category, Social Security numbers, and date of employment of new employees. This report will also include the names of employees who have terminated employment, taken a Leave of Absence, or retired.
2. The Employer shall also provide to the Union the scheduled hours, location, and department of each employee on a quarterly basis.

D. Bargaining Unit Work

1. Employees regularly performing job responsibilities customarily performed by Bargaining Unit employees will be subject to all the Articles of this Agreement.
2. The Employer will make its best efforts to fill Bargaining Unit positions with Bargaining Unit employees. The Employer will comply with the laws and regulations that apply to employees in the Bargaining Unit. The parties recognize that to maintain the orderly functioning of operations, it may be necessary to utilize non-Bargaining Unit employees to perform work customarily performed by Bargaining Unit employees. The Employer shall have such a right as long as such utilization does not result in a reduction of coded hours or lay off for Bargaining Unit employees.
3. Temporary or agency personnel shall not be used to perform work customarily performed by Bargaining Unit employees, except for meeting peak workloads, temporary/emergency needs, and when all methods to staff with Bargaining Unit personnel have been exhausted.
4. The parties recognize that because of the technical nature of the work, it is necessary that supervisors be able to perform Bargaining Unit work. The only limits to the above provision shall be:
 - a. Only one (1) supervisor shall be permitted to perform Bargaining Unit work in a work group at any given time.
 - b. Supervisors shall not be scheduled to displace shifts normally worked by Bargaining Unit employees. Supervisors will not devote more than fifty (50) percent of their regularly scheduled hours to work customarily

performed by Bargaining Unit employees except for meeting peak work loads and temporary/emergency needs.

- c. At least one Full-Time Bargaining Unit employee shall be assigned to each work group that has a technical supervisor who performs Bargaining Unit work.

E. Indemnification

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

F. Union Access

1. Duly authorized representatives of the Union and its affiliates shall be granted access, at all reasonable times, to enter the Employer's facility where employees covered hereunder are employed, when such visits are necessitated by matters concerning the administration of the Agreement, observing the conditions under which the employees are employed and assisting in processing grievances. The Union representatives shall, prior to and upon arrival at the facility, notify the Supervisor or Department Head or his/her designee.
2. No interference with the work of employees or the confidentiality and privacy of patient care shall result and such right of entry shall be subject to the facility or departmental rules applicable to non-employees, except that access shall not be restricted to any particular time of day.

G. Union Representatives and Union Activities

1. Officers, delegates and stewards of the Union or Employees designated to attend programs of the Union including, but not limited to, conventions, may be granted time off for such purposes. Time off shall be without pay. Requests for time off should be submitted at least four (4) weeks prior to the desired time off whenever possible. Such time off shall not be unreasonably denied.
2. Employees may be granted partial or complete Leaves of Absence without pay while conducting business pertaining to the Union.
3. The Employer will allow a maximum of one (1) but may allow with mutual agreement with the Union up to three (3) employees from the Bargaining Unit to be on a Union-related leave at any one (1) time for a period of time up to one (1) year, and may be extended beyond one (1) year if the Union business is on-going. The limit in this paragraph shall not be applied to Article 3.G.1.
4. During such Leaves of Absence, the employee shall continue to accrue seniority and be eligible to continue coverage in Bargaining Unit group health plan, dental plan, life insurance, and disability insurance at the employee's expense.
5. Upon application for reinstatement at the expiration of the former assignment(s) provided such employee notifies the Employer of their intent to return to work thirty (30) calendar days in advance, and provided that said employee is still

qualified to perform the applicable job duties, after orientation to new technology and processes. An employee who requests reinstatement prior to the expiration of their leave will be given preferential consideration for openings for which they are qualified.

6. The Employer may hire Temporary replacements if unable to fill vacated positions with On-Call employees. The Temporary employee may be hired for the duration of the leave. Union-related leaves may not be added to other types of Leaves of Absence.
7. Union pension trustees shall be made whole for time spent in trust meetings by the Employer when meetings occur during the employee's normal work shift.

H. No Conflicting Agreements

No employee shall be required nor permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

I. Adoption of Contract Language

Either Kaiser Permanente or Oregon Federation of Nurses and Health Professionals (OFNHP) may request, and subsequent to the request the parties will meet, to consider adoption of contractual language agreed to by any Union at Kaiser Permanente. The IBPS/CDM process will be used. Upon mutual agreement such language will be implemented.

J. Bulletin Boards

A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to Union business will be provided wherever possible in staff only work or break areas as mutually agreed to by the manager and union representative. Where space is not available in each work area, a mutually agreed upon Bulletin Board will be placed in a central area. Bulletin Boards shall be no smaller than 17" by 22". All posted materials shall be dated and signed by a Union Representative.

K. New Facilities

In the event the employer opens a new facility or relocates a service the Union and the Employer will meet to discuss the process for transition.

ARTICLE 4 - GRIEVANCE PROCEDURE

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR RELATED LANGUAGE.

- A. The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. Issues may be resolved utilizing the Issue Resolution Process or the Grievance Procedure.

Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances. The Employer and the Union agree that all disputes will be settled as hereinafter provided. The parties also agree that there shall be no lockouts on the part of the Employer nor suspension of work on the part of the employees for the duration of the Agreement.

Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any employee or group of employees in accordance with the procedures provided in this Article. Class action grievances may be filed at step two.

The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related requests for review shall be signed by the Grievant or union representative.

Grievances, requests for review and decisions shall be delivered in person or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one step or response and the date of receipt will mark the beginning of the next step or response. If the response is by electronic mail, the date the response was sent will mark the beginning of the next step or process.

Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative may advance the grievance to the next step.

The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are "class action" grievances involving more than one Grievant, in which case the parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by

mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.

1. STEP 1

It is the intent of the parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an employee has a grievance, she/he shall present it on the appropriate form to the immediate supervisor within 15 calendar days from when the employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The immediate supervisor shall meet with the Grievant and representative within 10 calendar days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor or a steward for a Management grievance shall give a written decision to the Grievant, with a copy to the union, within 10 calendar days after the meeting (steward to supervisor if management grievance). If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 calendar days after receipt of step 1 response.

2. STEP 2

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within 10 calendar days of receipt of the appeal to attempt to resolve the grievance. Termination grievances may be filed initially at step 2. The Human Resources Consultant (Union representative if Employer grievance) shall give a written decision to the Union representative within ten calendar days after the meeting.

If the grievance is not resolved at step 2, the Union or Employer shall have fifteen calendar days after receipt of the step 2 response to notify the other party of its intent to advance the grievance either to mediation or to Issue Resolution.

B. MEDIATION/ISSUE RESOLUTION

1. Grievances not resolved at step 2 may be referred to a mediator or to Issue Resolution (Issue Resolution cannot be used for Corrective Action challenges).

A mediator or Issue Resolution Facilitator will be scheduled within 30 days of the request. The mediator will be the next arbitrator in alphabetical order from the arbitration panel. Issue Resolution Facilitator will be requested from Human Resource Education. A facilitator will not be assigned who has responsibility for work area or contract administration.

2. The expenses and fees of the mediator shall be shared equally by the parties.

3. Attendance at mediation sessions shall be limited to the following:
 - a. Union: Spokesperson, Assigned Union Representative, Grievant
 - b. Employer: Spokesperson - Labor Relations Representative, Human Resources Consultant, Supervisor/Department Head or Designee
 - c. Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
 - d. Witnesses: By mutual agreement, witnesses may be present who offer critical information regarding the dispute.
4. Neither attorneys, court reporters, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be presented in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
5. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.
6. If a settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance might be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The mediator's opinion shall be given to both parties orally including reasons supporting the decision.
7. The mediator's verbal opinion may be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.
8. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
9. If the grievance is arbitrated, the mediator shall not serve as the arbitrator. Neither the discussions nor the mediator's opinion will be admissible in a subsequent arbitration proceeding.
10. If the mediation is scheduled during the Grievant's shift, the Grievant will be permitted to be present, without loss of pay. Union observers may request time off for Union leave without pay.

C. ARBITRATION

(Note: Mediation or Issue Resolution must be requested before arbitration is requested.)

Within ten calendar days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator. Either party may avoid the use of one arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

The parties by mutual agreement may use an expedited arbitration procedure.

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

The arbitrator shall not, without written agreement of the parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the parties. However, each party shall bear the expense of presenting its own case.

If the grieving party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.

The parties shall meet immediately after the execution date of the Agreement to mutually agree on 10 (ten) arbitrators who will serve as a panel during the term of the Agreement. If the parties cannot reach mutual agreement, each party shall select 4 (four) arbitrators for the panel and the parties will reach mutual

agreement on the ninth (9th) and tenth (10th) panel members. If the parties cannot reach mutual agreement on the ninth (9th) and tenth (10th) panel members, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the eight (8) previously selected panel members. Selection of the ninth (9th) and tenth (10th) panel members will be made from that list either by mutual agreement or by alternately striking names until two are left. The first party to strike a name will be determined by the flip of a coin.

D. Non-Discrimination

1. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, physical or mental handicap, veteran status, sexual orientation, or the membership in and/or activity on behalf of the Union.

2. Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize internal review procedure established by the employer with union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, (s)he shall not waive his/her right to use the grievance procedure and shall have the option of filing a grievance starting at STEP TWO within ten (10) calendar days of the decision resulting from the internal review procedure.

E. Sexual Harassment

The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both parties agree to encourage any employee who believes they have been subjected to harassment to utilize the internal review procedure established by the Employer with Union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

F. Employee Assistance Program

Employees shall have an Employee Assistance Program available to them for use at their own initiative. The program shall have service available that provides commonly accepted forms of assistance for work related or personal health or emotional and other problems arising from any source.

1. Objective:

The objective of the program recognizes the value and contribution of current and continuing employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the employee's work.

2. Troubled Employees

The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable. An employee's request for assistance under the Employee Assistance Program will not jeopardize their employment, job rights, or job security. The program is intended for assistance and rehabilitation of employees as a better course than discipline or discharge.

An employee may be referred to the program by a supervisor or Union representative. Confidentiality of all parties shall be strictly maintained.

ARTICLE 5 - HOURS, OVERTIME AND SCHEDULES, WORKLOAD

A. Definitions

1. Workday

The workday, as pertaining to this section, shall mean and consist of the twenty-four (24) hour period beginning at the time the employee commences work.

2. Workweek

- a. 5/40, 4/40, 3/36 Schedules: The workweek is defined as seven (7) consecutive twenty-four (24) hour periods beginning at 0001 Sunday or the shift changing hour nearest that time and going until 2400 on Saturday.
- b. 7/70 Schedules: The workweek is defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. It need not coincide with the calendar week. The workweek for the day and evening shift begins at 0001 on Friday and ends at 2400 the following Thursday. The workweek for the night shift begins at 1201 on Thursday and ends at 1200 the following Thursday.

B. Hours of Operation

The hours of operation are determined solely by the Employer. If the Employer proposes a change in current hours of operation, the Employer shall confer with the

Union and employees in an attempt to arrange mutually satisfactory schedules; however, it is understood that Management retains the right to establish schedules consistent with operational needs.

C. Schedules

1. Existing schedule patterns which are acceptable to the Union and Employer upon ratification of this Agreement shall not be deemed to violate the provisions of the Article. When either of the parties wish to change an existing scheduling pattern for the employees within the current hours of operation, the change may be implemented when agreed upon by Union and Employer Representatives and the change is approved by two-thirds (2/3) vote of the employees in the job title who work in the affected care areas of the hospitals or the outpatient facilities, including On-Call and Float employees. Agreements may include exceptions to this Article of the OFNHP/Kaiser contract.
2. Fixed scheduled days on/off and start/stop times will be developed between managers and employees to the extent possible to achieve stability among affected employees.
 - a. When the Employer requires permanent changes to days on/off or start/stop times of two (2) hours or less to work groups or individual employees and when volunteers cannot be obtained, the least senior employee(s) shall accept the required change.
 - b. Permanent start/stop time changes of greater than two (2) hours may be voluntarily accepted by a work group employee, otherwise the position shall be posted.
3. It is the intent of the Employer to provide employees working the night shift with two (2) consecutive days off. In order to accomplish this it may be necessary for the parties to mutually agree to an innovative work schedule, modify the existing consecutive day agreement, or change the existing payroll workweek definition.
4. Regularly scheduled Full-Time/Part-Time and Float employees working in areas of six (6) and seven (7) days per week operations will be scheduled every other weekend off. Exceptions may be made by mutual agreement when temporary unusual operation conditions occur, employees volunteer to work a different schedule, or Short-Hour weekend positions are necessary.
5. Weekend shall mean shifts starting on Saturday and Sunday except in the case of the night shift which shall mean shifts starting on Friday and Saturday.
6. This section shall not apply to an employee who has requested a regular weekend schedule and shall not apply to an employee who has a regular schedule which provides for either every Saturday or every Sunday off.
7. Posting Work Schedules
 - a. Work schedules at all facilities shall be posted a minimum of two (2) weeks in advance for a four (4) week posting period in a visible place of ready access to all departmental employees. After posting, there will be no changes in the schedule for regularly scheduled employees without

mutual agreement. The schedule will be subject to short term layoff and location changes based upon operational necessity per Article 8.D.2 "Short Term Layoff".

- b. Employees may arrange trades among themselves and submit changes to their supervisor for approval. Such trades will not result in overtime. Employee requests for trades will be approved or disapproved in a timely fashion and approval will not be unreasonably denied.
- c. Employees scheduled workday shall include rest periods, meal breaks and time to prepare for patient care or job responsibilities.
- d. Employees will not be scheduled to work rotating shifts and/or split shifts unless requested by the employee with mutual consent of the Employer.
- e. An employee shall be informed at his/her time of interview as to his/her weekly work schedule, to include shift times and days off if known.
- f. Surgical Assistants Daily Work Assignments Daily work assignments within the work site (or combined work site for the BKMO/St. Vincent's Medical Center) will be rotated when practical in order to maintain/upgrade skills. Additional hours and Overtime will be distributed as per Article 5.E & F.

D. Reporting Pay

- 1. Employees who are scheduled or requested to report to work and/or are permitted to come to work without receiving prior notice that no work is available shall be paid a minimum of four (4) hours and/or one-half (1/2) of their scheduled shift whichever is larger. The employee shall have the opportunity to perform alternative duties working within their position and job title. If the employee declines, the Employer is released of the obligation of this Article. If no such work is available the employee may leave the worksite and still receive the aforementioned pay. The employee will have the option to use accrued vacation or flexible personal days (full day only) to compensate for the remaining unpaid hours of the scheduled shift. The provisions of this Article shall not apply if the Employer makes a reasonable effort to notify the employee not to report for work at least two (2) hours before their scheduled starting time. Whenever possible the affected employee shall be directly notified of cancellations.
- 2. Employees called to work on what would otherwise have been a regularly scheduled day off, who do not receive at least one (1) hour notice before the start of the required shift, shall be paid for the hours of work actually performed plus one (1) hour at the straight time rate, but shall not be paid less than half the scheduled shift.

E. Overtime

- 1. Overtime provisions, except those that result in over forty (40) hours of work in a workweek, shall not apply if such schedules result from the request of the employee or from a voluntary trade.

- a. There shall be no duplication of overtime or premium pay under this or any other provision of this Agreement.
 - b. Employees who are required to attend classes or meetings on their off duty time shall be paid at their regular straight time rate of pay with a minimum guarantee of one (1) hour's pay. The Employer will make every effort to schedule usual routine business meetings during work hours. The Employer agrees to schedule no more than one mandatory meeting per month during customary rest and meal periods. Employees who are required to drive from a work site in Salem or Longview to the Portland Metropolitan area will be compensated for one (1) hour travel time. Travel time will not be paid to attend meetings if the employee is coming from home or if the meeting begins two (2) hours after the employee's shift ends. If the class or meeting is attended for at least four (4) hours and begins after noon, shift differential shall apply. These hours shall be used in determining eligibility for overtime payments, but not consecutive day payments.
2. 7/70 Employees
- a. Employees shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate, including any shift differential for all hours of work performed in excess of ten (10) hours in any twenty-four (24) hour workday and for all hours worked in excess of forty (40) hours within the workweek, except as described below. Employees shall be paid at the rate of one and one-half (1-1/2) the BHR including any shift differential, for hours worked on a normally scheduled day off provided the employee has worked a minimum of thirty (30) hours in that workweek.
 - b. Each employee's work schedule will provide for a minimum of twelve (12) hours between two consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
 - c. All hours worked on the eighth (8th) consecutive day worked shall be paid at the rate of one and one-half (1-1/2) times the employee's BHR including applicable shift differentials except when there is a change of schedule agreed upon between the employee and the Employer and all hours worked on the ninth (9th) consecutive day shall be paid at the rate of double (2) times the employee's BHR. All hours worked on additional consecutive days will be paid at double time BHR including any differential.
 - d. Employees who are required to attend meetings on their off duty time shall be paid at time and one-half (1-1/2) their rate of pay with a minimum of one (1) hour's pay.
3. 5/40 Employees
- a. Employees shall be paid at the rate of one and one-half (1-1/2) times the BHR including any differential, for all hours worked in excess of forty (40)

hours within the work week and for all hours of work performed in excess of eight (8) hours in a workday unless part of a regular scheduling pattern.

- b. All hours worked on the sixth (6th) consecutive day shall be paid at the rate of one and one-half (1-1/2) BHR and all hours worked on the seventh (7th) consecutive day of work shall be paid at double (2) the BHR, except when there is a change of schedule agreed upon by the employee and Employer. All hours worked on additional consecutive days will be paid at double time BHR including any differential.
 - c. Each employee's work schedule will provide for a minimum of twelve hours between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
4. 3/36 Employees
- a. Employees will be paid one and one-half (1-1/2) their BHR for all hours worked in excess of twelve (12) hours in a workday and on their fourth (4th) consecutive day. All applicable shift differentials shall be added.
 - b. They shall be paid double (2) their BHR for their fifth (5th) consecutive day of work. All applicable differentials shall be added. All hours worked on additional consecutive days will be paid at double time BHR including any differential.
5. Respiratory Care
- a. Respiratory Care Practitioners typically work twelve (12) hour shifts in either a schedule of fixed days on and off each week or a schedule of variable days on and off each workweek. Overtime rules have been established and separated as presented below to accommodate these different scheduling patterns.
 - b. Employees will be paid at the rate of one and one-half (1-1/2) their BHR for all hours worked in excess of the scheduled shift or forty (40) hours in a workweek, in addition to any applicable shift differentials.
 - c. Employees working four (4) consecutive days within a workweek will be paid straight time for the first four (4) hours on the fourth (4th) consecutive day and one and one-half (1-1/2) the BHR for all subsequent hours worked on the fourth (4th) consecutive day in addition to any applicable shift differentials.
 - d. Employees shall be paid double (2) the BHR for all hours worked on the fifth (5th) consecutive day in addition to any applicable shift differentials. All hours worked on additional consecutive days will be paid at double time BHR including any differential.

- e. Since 3/36 employees are coded as forty (40) hour employees and work seventy-two (72) hours per pay period the employee may request the difference between scheduled hours and eighty (80) hours for the pay period to be assigned, at straight time, for the purpose of earning Full-Time employee wages. All applicable hours of overtime shall apply to this additional shift. For the purposes of scheduling, this additional shift will be considered an overtime shift per Article 5 F.3 (Overtime).

6. For Variable Schedule Employees

Employees working a schedule of variable work days and work four (4) consecutive days that are split between workweeks within the same pay period will be paid at straight time for all hours worked in the scheduled shift on the fourth (4th) consecutive day.

7. 4/40 Employees

These employees will be paid one and one-half (1-1/2) times their BHR including shift differential for all hours worked in excess of ten (10) hours in a work day and on their fifth (5th) consecutive shift. They shall receive double (2) their BHR and applicable shift differentials for all hours worked on their sixth (6th) and seventh (7th) consecutive day, except when there is a change of schedule agreed upon between the employee and the Employer. All hours worked on additional consecutive days will be paid at double time BHR including any differential.

- F. Additional Hours

1. Definition of Work Site

A work site is a single facility. In some cases, more than one work site has agreed to be treated as one facility for purposes of scheduling and other issues. Where existing agreements to this effect exist, they will remain valid. Future shared work site arrangements will be made with input and consideration with the appropriate work groups.

2. Straight Time

When extra shifts or hours above coding become available they will be offered to employees, by seniority within the Order of Application of Seniority, according to an availability list submitted by employees desiring additional hours above coding. Shifts or hours will first be given to employees at the work site or in the work group where the additional hours are available. After hours have been offered to regularly scheduled employees, additional remaining hours will then be offered to coded floats, then available On-Call employees in an equitable fashion at the work site. Any remaining hours will then be offered to qualified and oriented employees in the same job title who are from other work sites. After all employees on the availability list have been scheduled for straight time hours, any remaining hours will be offered at overtime per paragraph "Article 5, F.3" below.

3. Overtime

- a. All available overtime hours will be offered to employees on a voluntary basis. Distribution of overtime hours and shifts will be done equitably on a rotational basis, through an availability list maintained at the work site. Employees on this list will be notified of available overtime hours. Once employees at a work site have been scheduled for overtime, any remaining overtime hours will be made available to employees from other work groups or work sites, who have the same job title and are qualified and oriented to perform the job. Only after all available employees have been scheduled for desired overtime can remaining hours be assigned to registry/agency personnel or other employees outside of the Bargaining Unit.
- b. Assignment of Overtime Hours
 - 1) The Employer will make a good faith effort to release employees from work assignments at the end of the scheduled shift. Assignments which would require work beyond the scheduled workday will be offered to employees on a voluntary basis. Employees will be required to work emergency overtime only in cases of unforeseen emergent circumstances where the member's health and well being are in direct jeopardy.
 - 2) Employees will be required to work emergency overtime on a regularly scheduled day off only in cases of unforeseen emergent circumstances and only when all other staffing alternatives have been employed without success and are documented, including outside agency personnel. In the event no one is available, only the Department Manager or immediate supervisor can require the least senior, qualified employee to work emergency overtime and only for the time necessary to meet the emergency.
 - 3) At work sites where required overtime is identified as a chronic problem the Employer and the Union will review the staffing patterns and the Employer will take reasonable measures to minimize the use of required overtime. This may include the recruitment and/or training of adequate staff.

G. Temporary Re-Assignments

1. Staffing needs occasionally may require a regularly scheduled employee to be temporarily assigned to another location/unit other than the one normally scheduled to work. In such cases, the Employer will use Volunteers, Float, Temporary, On-Call, and Short-Hour employees before using the least senior, regularly scheduled, qualified employee to fill temporary assignments.
2. Temporary re-assignments will be made on a shift-by-shift basis and only to fill urgent staffing needs.
3. When two (2) or more employees have been temporarily re-assigned to a

location/unit, the most senior employee will be returned to their location/unit first.

H. Thirteen hour Weekend Ortho Techs at BKMO

1. An employee hired into the thirteen hour weekend position at BKMO will work thirteen hours each Saturday, and thirteen hours each Sunday.
2. Holiday pay will be according to Article 15.
3. Sick Leave: Eligible employees shall receive thirteen hours sick leave for illness absences.
4. Vacation: Eligible employees shall receive thirteen hours vacation pay for vacations taken on scheduled thirteen-hour days. Vacations may be taken over scheduled weekends.
5. Overtime: Overtime shall be paid for hours worked over thirteen hours on Saturday, over Thirteen hours on Sunday, and in excess of forty hours in the workweek.
6. Shift Differential shall be paid for hours worked after 5:30 p.m.
7. Replacement for the weekend thirteen hour shifts will be on the basis of one eight hour shift and all hours over eight shall be paid at overtime rate of One and one half, unless mutually agreed otherwise.

I. On-Calls

1. On-Call employees are used primarily for replacement of absences and for time off for employees and for increases in workload. On-Call employees will be used only after Full-Time, Part-Time, Floats and Short-Hour employees have been scheduled. See "Definitions for On-Call Employees", Article 2, D.
2. The Employer will make every effort to assign work to On-Call employees on an equitable basis according to the employee's ability, availability, qualifications and departmental needs.
3. On-Call employees will be available to work a minimum of two (2) shifts per month to remain in an employed status.
4. On-Call employees will notify the Employer of their availability at least one (1) month in advance of the scheduled posting. On-Call employees may call the Employer to request information regarding their schedule.
5. On-Call employees will report to work on days for which they have been scheduled unless they have been affected by a temporary layoff. In addition, On-Call employees may continue to be available for unexpected departmental needs and may have the option to work if requested by the Employer.

6. On-Call employees may submit requests for non-availability for four (4) weeks of each year to allow for personal time off. Requests for the four- (4) weeks of non-availability must be submitted according to departmental vacation scheduling policy.

J. Meals and Rest Periods

1. Employees are entitled to take duty free rest periods daily which insofar as practicable as determined by the Employer shall be in the middle of each work period. No wage deduction shall be made for such rest periods. Rest periods for employees working an eight- (8) hour shift shall be computed on the basis of fifteen (15) minutes during each half (1/2) of their work shift. Rest periods for employees working a nine (9) or ten- (10) hour shift shall be computed on the basis of twenty (20) minutes each half (1/2) of their work shift. An employee working a twelve- (12) hour shift shall be allowed three (3) rest periods of fifteen (15) minutes each. Employees working four (4) hours in a workday shall receive one (1) fifteen- (15) minute rest period during such period.
2. Rest periods may be combined or added to a scheduled meal period in the event that workload or scheduling conflicts prevents an employee from taking their rest period as provided for in the preceding paragraph. Such variations shall be arranged between the employee, the work group, and their supervisor.
3. Employees scheduled to work more than five (5) hours per day shall be entitled to at least thirty (30) minute duty free meal period at, as near as practical, the middle of the workday. Except as provided below, meal periods shall be on an unpaid basis.
4. In the event an employee is required by the Employer to return to work or to remain available for work during a scheduled meal period, the scheduled meal period shall count as hours worked.

K. Payroll and Timekeeping

1. Payroll Checks

- a. Payroll checks will be issues on Friday, corresponding to the biweekly payroll cycle. Checks or Direct Deposit Advice slips will indicate the employee's name and address, hours worked and rate of pay per hour, shift, description of hours, amount of pay per description of hours, current and year to date gross and net pay, current and year to date taxes and other deductions, and vacation hours earned and accrual, and holiday pay. Direct Deposit Advice slips will also include the bank account number and date of deposit. Checks or Direct Deposit Advice slips will be mailed to the most current address supplied to the Employer.
- b. Errors in paycheck information should be brought to the attention of the supervisor. Corrections will be made on the next paycheck. Errors in the amount paid should be brought to the attention of the supervisor. Where the amount is under payment equal to one regular day's pay or greater, a check in the amount of the difference due will be issued within two (2) working days.

If an under payment is less than one (1) regular day's pay, the amount will be included on the next check. Where the amount is an overpayment, the employee may request a new check or an adjustment on the next succeeding paycheck.

- c. Any employee who quits of their own volition shall receive all wages due them within forty-eight (48) hours, exclusive of weekends and holidays, of the termination of their employment.
- d. Employees discharged or laid off shall receive all money at the time of discharge or layoff.

2. Timekeeping

Each employee is responsible for following the TIME System procedures including any departmental time keeping processes. The Employer will not make any changes in the time records without the knowledge of the employee. Errors in time records should be brought to the attention of the supervisor. Disputes regarding pay shall be subject to the grievance procedure. Copies of the timekeeping record will be made available upon request of the employee.

ARTICLE 6 - STAFFING

- A. The parties hereby recognize that in order to provide members with high quality, affordable health care and superior customer service, it shall be the responsibility of the Employer to provide staffing conditions which are conducive to employees performing their duties in a safe and healthy atmosphere.
- B. Either party shall refer staffing issues to the appropriate partnership structure as close to the workgroup as possible for review and resolution, in accordance with the national agreement.
- C. The Tech specific joint staffing oversight responsibility will rest with the co-chairs of the Retention, Recruitment, and Adjustment committee. The co-chairs will ensure that the Tech bargaining unit employees are represented and identify resources to assist in any joint staffing efforts where they are affected.

ARTICLE 7 - POSTINGS AND VACANCIES

- A. Job Postings
 - 1. All job vacancies covered by this Agreement shall be posted on a bulletin board at each worksite by the Employer. A copy of job posting notices will also be mailed to the OFNHP union office at the time it is processed.
 - 2. Jobs will be posted on Fridays and will include job title, employee category, department, qualifications for the job, shift (day/evening/night), start and ending times of the shift, weekly coded hours, work site(s), pay rate, notification the job is a Union position, and will be posted and open for bidding for a minimum of seven (7) calendar days.

3. All Job Postings shall indicate the date of posting.
4. Job descriptions for all posted positions shall be retained in Human Resources for review by applicants.

B. Vacancies and Transfers

1. Position vacancies shall be made known to employees by means of the job posting process each Friday. Every Bargaining Unit applicant, who meets minimum job requirements, must be interviewed in person or by phone, and if rejected for a vacancy, must be notified in writing in a timely fashion.
2. Seniority shall prevail between existing employees, when qualifications, performance and experience are approximately equal; who have submitted transfer requests within seven (7) calendar days of the initial posting of a position.
3. An employee must have completed at least 3 months of service in their present position to be eligible to apply for transfer to another position. This requirement may be waived by mutual agreement of the Union, Employee and Employer.
4. Employees shall receive consideration for positions, based on the Order of Application section of this Agreement, Article 8.C.
5. All qualified Bargaining Unit employees will be given preference over outside applicants in filling vacancies.
6. The Employer agrees to give consideration to an employee's request for transfer even though a notice of disciplinary action is present in the employee's personnel file.
7. Successful job bidders will normally be released to their new jobs within two (2) weeks. The time period may be extended, not to exceed thirty (30) days, unless the supervisor(s) and the employee negotiate a different release date.
8. Opportunities for employees to cross train for jobs covered by this Agreement shall be posted in accordance with this Article.
9. Posted temporary jobs shall be filled in accordance with this Article. Any Bargaining Unit employee may elect to fill a temporary position without loss of benefits or seniority and return to his/her former position when the temporary position ends.
10. In cases where regularly scheduled additional hours become available, but do not in themselves constitute an available position, e.g. nineteen (19) hours or less, the hours will be posted in the department and work site. Employees in the affected job category currently working less than forty (40) coded hours, who wish to increase hours may apply for the hours and shall be awarded the hours in accordance with this Article.
11. Employees who accept a position with the Employer outside the Bargaining Unit shall be able to return to the Bargaining Unit within sixty (60) days into their

former position, if available, or a comparable vacant position without loss of seniority or benefits.

12. Employees returning to the Bargaining Unit shall not displace any other member of the Bargaining Unit except temporary or on-call employee(s) filling their former position. The returning employee shall be given preference over outside applicants in filling vacancies.

C. Probationary Period

1. Regular, Short-Hour, and Temporary employees shall be considered probationary during the first ninety- (90) calendar days of their employment. On-Call employees shall be considered probationary during the first one hundred twenty (120) calendar days of their employment. If an employee changes status from On-call to Regular, short hour or temporary during the probationary period, the probationary period will be a total of one hundred and twenty (120) days from the original hire date. During the probationary period, employees may be discharged without recourse to the grievance procedure.
2. The probationary period may be extended for an additional forty-five (45) calendar days beyond the above-referenced periods by mutual agreement between the parties. Any discussion of probationary period extension will include a Union Representative and documentation indicating performance issue(s).

D. Recoding of Hours

1. Twice each year, on or about January 1st and July 1st, the Employer will recalculate the BAH (Benefit Average Hours) of each Bargaining Unit employee.
2. The employee may request to be re-coded if the productive hours at the same work site and job classification or multiple work sites for Float employees exceeds twenty percent (20%) of current coding. If such a pattern is likely to continue, the Employer will increase the employee's coding, unless the employee is an on-call employee.
3. If the employee is an on-call employee the position will be posted as per this article. The Employer will be responsible for communicating to the employee and the Bargaining Unit the determinations that have been made.
4. Employee requests to re-code hours shall not be unreasonably denied.

ARTICLE 8 - SENIORITY, LAYOFF, RECALL

A. Definition of Seniority

1. Seniority of employees entering Bargaining Unit job titles on 04/28/92, shall be based upon their hire date with Kaiser Permanente in any Region.
2. Seniority of employees for job titles added to the Bargaining Unit at a future date will be based upon their hire date with Kaiser Permanente in any Region.

3. Employees hired into the Northwest Region after April 28, 1992 into any Bargaining Unit job title will have their seniority based upon their date of hire into the Bargaining Unit.
4. Seniority of employees, including former supervisory employees, who transfer into a Bargaining Unit job title from a non-Bargaining Unit job title, subsequent to April 28, 1992, or a future Bargaining Unit job title after such job title is added to the Bargaining Unit, shall be based upon the date of transfer into the Bargaining Unit. See Article 8.H regarding Supervisors returning to the Bargaining Unit.
5. Seniority shall not be broken by Leaves of Absence.
6. Termination of seniority shall be only by resignation or discharge for just cause.
7. Employees who are rehired by the Employer within thirty (30) days of termination shall have their seniority restored.

B. Seniority Lists

An updated seniority list shall be published by the Employer every January and July and mailed to the Union office and to each manager and supervisor. A copy of the seniority list shall be made available to individual employees upon request. The list shall include the employee location, job title, category, status, coded hours and hire date.

C. Order of Application

Seniority will be applied in the following order:

1. Regularly scheduled and Float employees coded twenty (20) hours or more per week assigned to a job title in the Bargaining Unit.
2. Regularly scheduled Short-Hour employees coded less than twenty (20) hours per week.
3. On-Call employees assigned to a job title in the Bargaining Unit.
4. All other employees assigned to perform the work of a job title in the Bargaining Unit.

D. Reduction in Hours

1. Permanent or Long Term (More Than 30 Days)
 - a. In the event it becomes necessary to permanently reduce the work force or coded hours worked, the Employer will notify the Union at least sixty (60) days in advance of any reductions and the parties will meet to agree to find ways of avoiding reductions.
 - b. When reductions remain necessary following the agreement above, the Employer will request employees at the affected worksite to participate in voluntary the most senior employee within the job title having the first opportunity for voluntary reduction. Volunteers do not have access to the bumping process. If these reduced hours become available within fifteen

(15) months from the date of the reduction, all employees having taken voluntary reduction will be offered the hours before they are offered to other employees.

- c. When voluntary layoffs do not meet necessary reduction in the work force, additional layoffs shall take place at the work site in inverse order, according to the Order of Application Section of this Article. When there is more than one employee affected by the elimination of a position or a reduction of hours the Union will request the Employer to set up a process in which the most senior affected person has the first choice of options. The Union and employer may set up and invoke a bid process with the goal of having the least senior person be laid off, unless there are volunteers. The Employer and Union must mutually agree in order to enter into this process.
- d. The intent of this section is to allow laid off employees to bump less senior employees in comparable positions or as close to comparable positions as possible.
 - 1) DEFINITION OF COMPARABLE:
 - a) Within job title or wage scale.
 - b) On their same shift.
 - c) Equal to or greater than current coded hours.
 - d) Are within their work site including but not mandated to float.
 - 2) Employees affected by the RIF must be qualified to perform a comparable position with reasonable orientation.
- e. When an employee is notified their position is to be eliminated or their coded hours reduced by four (4) hours or more per pay period or effect a change in benefit status, the affected employee will be offered vacant positions that are comparable, and that have not been bid on by more senior bargaining unit employees. Vacant positions must be posted and filled as per Article 7, or if mutually agreed, the parties may use an internal alternative process. No external applicant would fill a position before a laid off employee.
- f. If more than one employee's position is to be eliminated or have their coded hours reduced by more than four (4) hours per pay period, then comparable open vacant positions will be offered in seniority order beginning with the most senior employee.
- g. If the affected employee refuses such comparable work he/she will be laid off with no access to the bumping process, but with all of the other rights under this article.
- h. If no comparable vacant position is available, the affected employee may bump the least senior float or non-float employee in a comparable position whose job they are qualified to perform with a "reasonable orientation".

- i. If there are no employees in a comparable float or non float positions, employees affected by the RIF may bump the least senior employee in the bargaining unit closest to his/her coding and whose job they are qualified to perform with a “reasonable orientation”.
 - 1) On their shift at their location.
 - 2) At their location on another shift.
 - 3) On their shift within the region.
 - 4) On another shift within the region.
- j. Each employee affected by an elimination of a position or a reduction in hours as defined above, will have the opportunity to exercise bumping rights according to the schedule above. The last person bumped may bump the least senior bargaining unit employee in the Region. The least senior employee will go into the recall pool.
- k. If employees in Category 1 (per Order of Application) are affected by a reduction in work force hours and are placed in the recall pool, they may fill Short-Hour positions, temporary positions, and perform work customarily performed by On-Call employees, subject to article 5.I language describing on-call employees, and providing they are qualified to perform the duties of the position. This will not affect their recall rights. However if an employee in the recall pool accepts a regular (scheduled for 20 hours or more per week) position in the bargaining unit, he/she is no longer in recall status.
- l. If an employee is unable to perform any vacant or bumped job, they will be placed into layoff and recall status.
- m. For the purpose of this Article, “reasonable orientation” shall mean up to six (6) weeks.
- n. Employees designated for reduction in force shall be given at least thirty (30) days notice of layoff or compensation at the regular rate of pay to the extent such notice is deficient. A copy of the notice shall be sent to the Union and the employee at the employees last known address.
- o. Reduction in work force will only be initiated for legitimate operational needs and will not be used to increase the number of supervisors or management, or to reduce the number of Full-Time positions in favor of Part-Time positions, or use of temporary agency employees.
- p. When implementing a reduction in force, refer to the National Employment and Income Security Agreement.

2. Short Term (30 Days or Less)

- a. When reduced hours are necessary for legitimate operational needs and volunteers have been exhausted, employees shall have hours reduced at the worksite in inverse order, according to Article 8.C Order of Application of this Agreement. If any employees in Category 1 are affected by the reduction they will be given the opportunity to perform work customarily performed by employees in Category 2, 3 and 4 prior to employees in Category 2, 3 and 4 prior to employees in Category 2, 3 and 4.
 - 1) Inpatient employees with coded hours who are notified they are to have hours reduced shall have the option of bumping the least senior person in their job category, worksite and shift unless modified by a current letter of agreement.
 - 2) Outpatient employees with coded hours who are notified they are to have hours reduced shall have the option of bumping the least senior person in their job category and worksite, or a worksite within twenty (20) miles provided the employee is qualified and oriented. No travel time or mileage will be paid for travel in connection with exercising short-term reduction.
 - 3) 7/70 employees who have had their hours reduced may bump On-Call employees during the pay period in which their hours have been reduced in order to regain the lost wages. Bumping shall be limited to the scheduled shift length of the On-Call employee(s) bumped and shall not include shifts where overtime pay would apply to any part of the scheduled shift. There shall be a five- (5) hour minimum length of shift for bumping to occur.

E. Severance

1. Pay

Employees will receive one (1) week of severance pay for every full year of service up to fifteen (15) years, based on coded hours. The final year of service will be pro-rated by the weeks worked, for example if an employee has 12 years, six months and 3 weeks service his severance would be calculated as 12.56 weeks pay.

2. Benefit Coverage

a. For Employees terminated as a result of layoff who are in a recall status:

- 1) In the event of permanent reduction in force, employees with ten (10) or more years of service (based on most recent hire date) will receive Employer-paid Health Plan coverage to the end of the termination month plus six (6) months. Employer-paid dental coverage will be provided to the end of the termination month plus three (3) months.

- 2) Employees with seven (7) or more years but less than ten (10) years of service (based on most recent hire date) will receive Employer-paid Health Plan to the end of the termination month plus four (4) months and Employer-paid Dental Plan to the end of the termination month plus two (2) months.
- 3) Employees with three (3) or more years but less than seven (7) years of service (based on most recent hire date) will receive Employer-paid Health Plan to the end of the termination month plus two (2) months and Employer-paid Dental Plan to the end of the termination month plus one (1) month.
- 4) Employees with less than three (3) years of service (based on most recent hire date) will receive Employer-paid Health Plan and Dental Plan according to normal procedure. For terminations occurring from the 1st to the 15th of the month, Medical and Dental benefit coverage will continue until the end of that month. If the termination takes place on or after the 16th of the month, coverage will continue to the end of the following month.
- 5) By law, employees will have the opportunity to purchase continued group Health Plan and Dental Plan coverages for an additional eighteen- (18) months following expiration of the Employer-paid coverages.

b. For employees in recall status who continue active employment:

The Benefit Average Hours (BAH) process will be applied, if the employee maintains an active employment status.

F. Recall of Employees

1. Laid-off employees shall be recalled in the Order of Application by seniority to positions for which they are qualified from a recall list that will remain in effect for fifteen (15) months from the date of layoff.
2. Notice of recall shall be by telephone or with written confirmation or certified mail to addressee only to the employee's last address on the Employer's record. The Union shall be notified. The employee shall have an obligation to confirm acceptance or rejection of an offer to return to work, in writing, within seven (7) calendar days of the offer.
3. Any laid-off employee who is qualified to perform in a vacant position shall be recalled and have the right of first refusal before any new employee from outside the job category or the Bargaining Unit is hired. Temporary employees will not be hired while the employees are on layoff. Recalled employees will have an appropriate retraining period with pay not to exceed ninety (90) days.
4. If the position is within twenty (20) miles of the prior worksite, the same shift, and within four (4) coded hours of the prior position held by the employee; and the employee refuses the job, the Employer may remove the employee from the recall rolls.

5. Employees who are recalled shall have no break in service for benefit purposes. This will include bridging of benefits and hire dates upon recall.
6. Employees who are laid off and recalled within a six- (6) month period will have their balance of accrued sick leave at point of layoff reinstated.

G. Mechanization/Job Elimination

1. In the event a job category/title is eliminated from a worksite or department due to technological changes, mechanization or work force restructuring, the Employer will discuss these changes in advance with the Union and make reasonable efforts to place affected employees into available jobs of similar employment for which they may be qualified, or into other available work within the employee's capabilities for which they may be qualified with minimal retraining. The employee has the option to be placed into an available job which may not meet all the criteria of similar employment. Training may include orientation, a term of school or "On the Job Training" up to ninety (90) days with pay to qualify for another position with the Employer.
2. Similar employment shall be defined to include the following:
 - a) Same or higher rate
 - b) Same shift
 - c) Equal to or greater than their current coded hours
 - d) Geographic location within 20 miles.
3. If the employee is unable to gain proficiency after the completion of the 90-day training period, the employee will be placed in the recall pool.
4. Employees shall be given three (3) months' prior notice that their job category/title is being eliminated.
5. The "Reduction in Hours" Article 8.D. is also applicable to this Section.

H. Supervisor's Return to Bargaining Unit

1. Any Technical Supervisor performing Bargaining Unit work who was in their position at the time of the formation of the Bargaining Unit on April 28, 1992 may return to a Bargaining Unit position in a job category which they supervise and for which they are qualified. Employees hired after April 28, 1992, refer to Article 8, Section A.4.
2. The Employer will not displace any Bargaining Unit employee with a returning supervisor with regard to assignment, schedules, coded hours, and clinic or department location.
3. The returning individual's seniority will be calculated from their original effective Kaiser hire date, less time spent as a supervisor.
4. The Employer may create a position for the sole purpose of allowing a supervisor (under the above conditions) to rejoin the Bargaining Unit. The Employer agrees to notify the Union in writing thirty (30) days prior to the creation of said position. After

placement into the Bargaining Unit the employee will be permitted to exercise seniority as defined by this Collective Bargaining Contract.

5. In the event a position is not created, supervisors who are qualified under paragraph A above may bid for any available Bargaining Unit position for which they are qualified and exercise full rights of seniority as defined by this Agreement.

ARTICLE 9 - LEAVES OF ABSENCE

A. Bereavement (Funeral) Leave

1. When a death occurs in the immediate family of an employee in a regularly scheduled status, the employee shall be granted a Leave of Absence with pay of up to three (3) regularly scheduled days.
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.
 - 3. Immediate family is defined as: Spouse, Domestic Partner
 - Parent, Step Parent, Parent In-Law, Step Parent In-Law, In-Law Loco Parents, Step Child, Legal Child, 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
4. When a death of a person who is close to the employee occurs other than immediate family, a regularly scheduled employee may request a Leave of Absence without pay of up to three (3) regularly scheduled days or use vacation and flexible personal days. The Employer will make a good faith effort to grant such a request.
5. Additional leave, if required, may be approved for an employee as vacation, flexible personal day or unpaid leave.
6. Paid bereavement leave shall count as hours worked in determining eligibility for weekly overtime.

B. Family Medical Leave

1. Kaiser Permanente will grant a Family Medical Leave of Absence in accordance with State and Federal Laws and Kaiser Permanente Family Medical Leave Policy.
2. Provisions of federal and state law will apply to employees in both Oregon and Washington. The law that advantages the employee the most will be applied.

3. If applicable law or policy is to be modified or amended, the Union is to be notified 30 calendar days in advance of any change to the Kaiser Permanente Family Medical Leave Policy.
4. For eligible employees, Kaiser Permanente's Family Medical Leave policy generally provides twelve weeks of protected leave per rolling twelve month period for the birth, adoption, placement of a child, to care for a family member with a serious health condition or the employee's own serious health condition, pregnancy disability or to care for a sick child who does not have a serious health condition but requires home care.
5. An eligible employee is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law an employee must be employed by Kaiser Permanente for 180 calendar days prior to the start of the leave, and worked an average of 25 hours per week during that period. For the Federal law, the employee must be employed by Kaiser Permanente for twelve months prior to the start of the leave and worked a cumulated 1,250 hours during that period.
6. Leaves under state, federal, contract and workers compensation will be administered concurrently where applicable.
7. The request for Family Medical Leave shall be written and submitted in advance when possible to do so. In cases of emergencies, the employee will notify the employer as soon as reasonably possible. The written request shall be on the form provided and must specify the reason for the leave of absence, the relationship of the employee to the person needing the care and the anticipated length of the leave.
8. Medical certification may be required from the employee's treating health care provider or the provider of a family member to substantiate the leave request within fifteen calendar days of written request from the employer. In addition, a fitness-for-duty certification may be required before an employee returns to work following leave for his/her own serious health condition.
9. Employees will be required to use any personal flexible days, vacation, sick or ESL hours until they are exhausted. An employee must use accrued sick or ESL for his or her own serious health condition. To care for another family member whose condition qualifies for Family Medical Leave, an employee may use personal flexible days, vacation, ESL or sick leave.
10. Upon return from an approved Family Medical Leave, the employee shall be reinstated to his/her former job assignment or alternate arrangement as mutually agreed upon and provided by law.
11. Eligible employees who are receiving employer paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave or federal concurrent.

C. Jury Duty

1. Employees with at least thirty (30) days employment in a Full-Time, Part-Time, Float or Short-Hour coded hour status who are required to report for jury service will be excused from scheduled work on such days. Such employees shall receive, on days he/she otherwise would have worked, his/her regular straight time pay, including differentials.
2. The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received. In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
3. For scheduling purposes, a regularly scheduled employee on jury service shall be considered a day shift employee for days scheduled for jury duty. The employee will not be required to work regularly scheduled weekends, nor will he/she be required to make up that weekend when excused from jury duty if he/she has performed jury duty equal to the employee's coded hours.
4. If the employee is excused from jury duty for an entire day, or is excused early enough in the day to permit working one-half (1/2) of a regularly scheduled day, the employee will call the supervisor or designee to make known their availability for work.
5. Suitable work will be provided for the employee at their worksite or at a site within a reasonable commute from their normal work location. Failure to notify the Supervisor, or designee, of an excused jury duty will result in no payment of wages for that day.
6. If the employee's regularly scheduled shifts are evenings or nights, the employee and the supervisor may agree to have the employee work their regular shift on a canceled jury duty day.
7. Reimbursement for jury service as provided for in this Article shall be limited to service on one (1) jury assignment in any one (1) calendar year, unless additional jury service is mandated by the court.
8. Employees will be paid for time spent in a recognized court or government hearing or civil deposition when requested to appear or subpoenaed by the Employer.
9. An employee may use PTO, vacation time, or flexible personal days, if available, for other court appearances, provided the employee furnishes the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

D. Medical Leave

1. Non-Industrial

- a. Employees disabled by a medical condition or injury not connected with their employment will be granted an unpaid Medical Leave of Absence after exhaustion of Employer-paid sick leave. A MLOA will be granted for the term of medical disability as estimated and certified in writing by the physician. Leaves will be granted in increments up to ninety (90) days. For a total maximum leave of twelve (12) calendar months per disability. Requests for all initial leaves and all extensions must be submitted in writing to the employee's supervisor along with the physician's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least four (4) weeks prior to the anticipated period of disability whenever possible.
- b. Expiration of a MLOA is determined by the date the physician certifies an employee may return to work, or the last approved date, whichever comes first. An employee wishing to remain off work beyond that date must apply for Personal Leave of Absence.
- c. Continuation of Health and Dental plans. See Article 16.A.6 and 16.B.
- d. An employee who returns from a Medical Leave of Absence must present a physician's release to return to work.
- e. An employee who returns from a Medical Leave of ninety (90) days or less shall be returned to their former job assignment. An employee who returns from a Medical Leave in excess of ninety (90) days shall return to their former job assignment if the position is available. If the position is not available the employee shall be returned to any open assignment of comparable status for which they are qualified.

2. Industrial

- a. An employee injured on the job or who contracts a disease or an illness from work shall notify the supervisor immediately after the incident giving rise to the injury or after becoming aware of the disease or illness.
- b. The Employer will provide assistance to the employee in applying for workers' compensation benefits.
- c. When an employee is able to work at less than full capacity on the recommendation of their physician, the Employer will make a reasonable effort to provide the employee with a temporary, modified work assignment. The temporary modified work assignment will take into account the employee's medical restrictions.

- d. An employee disabled by an injury or medical condition connected with their employment will be granted an unpaid Leave of Absence after sick leave is exhausted. Employer-paid sick leave will be integrated with workers' compensation payments, unless declined by the employee, to provide normal take-home salary until sick leave has been exhausted. Initial requests for leave and requests for extension must be submitted in writing to the employee's supervisor, along with the physician's written certification of disability. Leaves will be granted in increments up to ninety (90) days, to a maximum of one (1) year. During Industrial Leave, service credit toward tenure step increase will continue to accrue for the period of the Industrial Leave. Employees returning from Industrial Leave and/or modified work assignment will be reinstated at the appropriate step rate in their former position as determined by the Employer, provided the physician has released the employee to return to their regular employment and provided the combined length of Industrial Leave and modified work assignment has not exceeded one year. In the event the absence is greater than one (1) year, the Employer will return the employee to suitable and available work.
- e. An employee who has incurred a compensable industrial injury, which by medical certification permanently prevents the employee from performing the duties of their regular employment, will be offered a suitable position, which becomes available for which the employee is qualified after a reasonable orientation. Employees who do not meet the qualifications for suitable positions will be provided vocational assistance in accordance with State Law. Placement of injured workers will take precedent over posting and bidding rights of other Bargaining Unit members except employees affected by a permanent reduction in force. An employee who rejects an offer of a suitable position may be terminated.
- f. An employee on an Industrial Leave will receive Employer-paid Health Plan, Dental Plan and Life Insurance Group coverage on the same basis as an active employee for a maximum of six (6) months after exhaustion of Employer-paid sick leave. The employee will continue to accrue paid time off benefits (e.g. sick leave) while their accumulated sick leave is integrated with workers' compensation payment.

E. Military Leave

- 1. Kaiser Permanente will grant a Military Leave of Absence to an employee who leaves to perform military service with the Armed Forces of the United States. The provisions of the Veterans' Reemployment Rights statute will apply to the circumstances of each case.
- 2. An employee desiring a Military Leave of Absence must apply to his/her supervisor, and provide a copy of the military orders. A Leave of Absence Request form must be completed for all Military Leaves in excess of two (2) weeks.

3. Any person who is restored to a position shall retain seniority, credited service date, and tenure step credit as though employment had continued without interruption. Although length of service benefits (vacation and sick leave accrual) do not continue to accumulate during the Military Leave of Absence, the benefits accumulated at the time of the leave will be reinstated when the employee returns from Military Leave.
4. Additionally Kaiser Permanente provides that a regularly scheduled employee who is required to attend a two (2) week active duty session for the Reserve of the Armed Forces or the National Guard or who is called for service with the Reserve of the Armed Forces or the National Guard during civil emergency will receive, for a period not to exceed two (2) weeks in any calendar year, his/her regular salary reduced by the amount of taxable earnings paid by the Government for military duty. Also an employee may elect to take vacation pay and time concurrent with military active duty.

F. Parental Leave

1. The Employer shall grant Parental Leave to any employee regardless of marital status, without pay for a period of up to ninety (90) calendar days in cases of birth or adoption. The period of Parental Leave shall begin with the birth or adoption of a child unless the mother is incapacitated. If so, Parental Leave shall begin for the mother when she is certified by a physician that she is no longer incapacitated. Employees on Parental Leave shall use vacation and flexible personal days first and then may use sick leave before leave without pay.
2. Employees who have at least two (2) years' continuous service may request extensions to Parental Leave. Such extensions may be requested in increments up to one hundred twenty (120) days. Approval for extensions will be subject to departmental staffing requirements. Total Parental Leave shall not exceed a total of twelve (12) consecutive months. All leaves and extensions must be requested as far in advance as possible, with extension requests requiring a minimum notice of thirty (30) days.
3. An employee returning from a Parental Leave of ninety (90) calendar days or less will be returned to their former job assignment. A reasonable effort will be made to reinstate an employee to their former job assignment upon return from a Parental Leave in excess of ninety (90) calendar days, but not over one hundred eighty (180) days. If such a return is not possible, the employee will be reinstated in any vacant comparable position, with the same number of scheduled hours, for which they are qualified. Any employee returning from a Parental Leave in excess of one hundred eighty (180) days shall be given consideration for openings for which they are qualified. Employees on Parental Leave shall give the Employer at least thirty (30) days notice of intent to return to work.

G. Personal Leave

1. The Employer will grant Personal Leaves without pay upon an employee's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An employee must have at least six (6) months of continuous service to be considered eligible for a Leave of Absence for personal reasons. Leaves may be authorized for a period up to ninety (90) days. Leaves may be extended beyond the initial ninety (90) days, at the Employer's discretion. Any extension, (not to exceed an additional ninety (90) days) must be requested in writing and must be authorized, in writing, by the Area Administrator. All leaves and extensions must be requested as far in advance as possible to allow for adequate replacement planning. Requests for emergency leaves must be submitted as far in advance as circumstances permit.
2. An employee who returns from a Personal Leave of ninety (90) days or less shall be returned to his/her former job assignment. The employee must contact the supervisor two (2) weeks prior to the end of the Leave of Absence to confirm the return to work date. The Employer will make a reasonable effort to reinstate an employee to his/her former job assignment for up to one hundred eighty (180) days.
3. However, if the Employer is unable to provide such a placement the employee will be returned to a comparable, vacant position for which they are qualified. If no appropriate opening is available an employee will be granted a thirty- (30) day extension to the leave and will be considered for any openings according to the Seniority and Vacancies Articles for which they qualify during that time. Employees returning from a Personal Leave in excess of one hundred eighty (180) days will be given consideration for openings for which they are qualified according to the Seniority and Vacancies Articles.
4. Employees who have at least two (2) years continuous service may request a Personal Leave of up to twelve (12) months for reasonable purposes, or may request an extension up to one hundred eighty (180) days beyond the six (6) month limit defined above. Such leave or extensions shall not exceed a total of twelve (12) consecutive months. Approval shall be at the Employer's discretion and subject to departmental staffing requirements. Employees on extended Personal Leaves, as provided for in this paragraph, shall give the Employer at least thirty (30) days notice of availability to return to work. Such employees will be given consideration for openings for which they may apply and are qualified according to the Seniority and Vacancies Articles.

H. Sick Leave

1. Each employee in a benefit status covered by this Agreement shall receive ten (10) sick leave days per year for Full-Time, forty (40) hours per week, employees and pro-rated for Part-Time employees. Respiratory Care Practitioners working the 3/36 schedule shall receive sick leave at the same rate as forty (40) hour per week employees.
2. Employees will be credited with their entire annual allotment of sick leave days on January 1st of each calendar year. Employees who commence employment after January 1st will receive a prorated allocation.

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL SICK LEAVE LANGUAGE.

3. Pay for sick leave shall be at the straight time rate plus shift differential, if applicable. Paid sick leave shall not count toward forty (40) hours in the workweek for the purpose of computing overtime, except when the employer requests or mandates short notice (less than forty-eight hours) overtime or when an employee is on standby.
4. For employees with sick leave, up to four (4) hours sick leave pay will be granted for time off the job if necessary due to medical or dental appointments of the employee for travel time, waiting, and time for the appointment. Except in case of emergent appointments, at least seven- (7) day's prior notice must be given to the supervisor.
5. The Employer shall include the sick leave balance on each employee's biweekly paycheck stub.
6. An employee who returns to work early from a preplanned, extended paid sick leave (five (5) days or more) will be restored to the work schedule within two (2) days notice to the supervisor, provided work is available and no other employees are displaced from the schedule. Should work not be available or another employee would be displaced, paid sick leave will continue until the employee is returned to the work schedule.
7. When applicable, Employer-paid sick leave shall, at the employee's request, be integrated with workers' compensation payments to the extent necessary to permit an employee to maintain their regular straight time earnings until the employee's sick leave is exhausted.

I. Union Representative and Union Activity Leave

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL UNION SECURITY LANGUAGE.

1. Officers and delegates and stewards of the Union or employees designated to attend programs of the Union including, but not limited to conventions, may be granted time off for such purposes. Time off shall be without pay. Requests for time off should be given at least four (4) weeks prior to the desired time off whenever possible. Such leaves shall not be unreasonably denied.
2. The Employer will allow a maximum of one (1) but may allow with mutual agreement with the Union up to three (3) employees from the Bargaining Unit to be on a Union-related leave at any one (1) time for a period of time up to one (1) year, and may be extended beyond one (1) year if the Union business is on-going. The limit in this paragraph shall not be applied to Article 3.G.1.
3. During such Leaves of Absence the employee shall be eligible to continue coverage in Bargaining Unit Group Health Plan, Dental Plan, Life Insurance, and Disability Insurance at the employee's expense.

4. Upon application for reinstatement at the expiration of the Leave of Absence, employee(s) shall be returned to their former job assignments provided such employee notifies the Employer of their intent to return to work thirty (30) calendar days in advance and provided that said employee is still qualified to perform the applicable job duties after orientation to new technology and processes. Employee(s) who request reinstatement prior to the expiration of their leave will be given preferential consideration for openings for which they are qualified.
5. The Employer may hire temporary replacements if unable to fill vacated positions with On-Call employees. The Temporary may be hired for the duration of the leave. Union-related leaves may not be added to other types of Leaves of Absence.

ARTICLE 10 - INSERVICE TRAINING AND CONTINUING EDUCATION

A. Inservice Training

1. The Employer will provide for ongoing in-service training programs and continuing education designed to keep employees up to date on the equipment, processes and procedures, and to aid development and maintenance of skills and professional practice, including changes in required certification and licensure.
2. There shall be three (3) types of inservices that may be offered:
 - a. **Mandatory:** If an inservice is designated as “mandatory”, employees will be required to attend and shall be paid for time in attendance.
 - b. **Non-Mandatory Paid:** An inservice can be designated as “non-mandatory paid” at the discretion of the supervisor. Employees shall decide whether to attend and shall be paid for time in attendance.
 - c. **Non-Mandatory Unpaid:** If an inservice is designated as “non-mandatory unpaid”, employees shall decide whether to attend, but shall not be paid for time in attendance.
3. Each inservice training program shall be designated, in writing, as “mandatory”, “non-mandatory paid”, or “non-mandatory unpaid” at the time that it is announced.
4. Appropriate inservice training programs shall be offered to employees in all departments. Employees on all shifts shall be offered inservice training programs.
 - a. Employees shall make a reasonable effort to attend inservice training programs. If employees are unable to attend a mandatory inservice, they will make arrangements with their supervisor to obtain the required training. They will give prior notice, when possible, to their supervisor.

- b. Whenever possible, inservice training programs will be scheduled to begin or end at shift changes or to accommodate varying work schedules.
- c. All mandatory inservice training programs will be posted in designated areas in each department at least one (1) week in advance.
- d. Mandatory inservice training programs will not be scheduled during meal times unless by mutual agreement with the work group.

B. Education Fund

- 1. The Employer recognizes the importance of continuing professional education and agrees to establish a fund to provide employees with the opportunity to participate in workshops, seminars, and conferences which are relevant to the needs of the employees and the health care needs of the Kaiser Permanente patients. The fund shall be available for programs not covered by the Employer's tuition reimbursement program or other educational programs. The fund for calendar year 2005 – 2011 shall be \$20,0000.00 per year.
- 2. Program Eligibility

Programs relevant to the needs of the employee and to the health care needs of Kaiser Permanente patients are eligible.
- 3. Type of Programs
 - a. Continuing education
 - b. Professional development
 - c. Education for certification requirements
 - d. Education for licensure requirements
 - e. Programs that promote and support innovation and creativity in health care services.
- 4. Continuing Education Committee
 - a. The Union and the Employer agree that providing and promoting education is of value to both employees and the Employer.
 - b. To facilitate the equitable distribution and utilization of such funds in an appropriate manner for continuing education, and continuously review and make recommendations for subjects, specific program objectives and content for programs, a joint Union and Employer Continuing Education Committee shall be formed. The committee will consider requests from employees for specific programs and may request programs on its own initiative.
 - c. The committee shall be composed of six (6) Bargaining Unit members with at least one (1) or more members representing the hospital and/or non-hospital areas. The Employer shall appoint two- (2) management representatives who shall serve as regular members of the committee and act as a resource.

- d. Employees who have been continuously employed for at least six (6) consecutive months shall be eligible to submit requests for education programs to the committee. The committee shall have the final authority to approve the disbursement of funds for requests. All expenditures for which the committee has final approval shall be submitted to the committee a minimum of fifteen (15) days in advance of when the expense is to be incurred to assure timely disbursement of funds.
- e. Records of all approved expenditures shall be kept by the committee and shall be made available to the Employer upon request. The committee will report out the status of the education fund to the Bargaining Unit on a quarterly basis.
- f. The committee shall meet at regularly scheduled times without loss of pay and each committee member shall be allowed a maximum of eight (8) hours paid time per quarter, per person, at the regular straight time rate for the purpose of attending such meetings. Meetings shall be scheduled at times so as not to conflict with routine duty assignments. Payment shall not constitute time worked for the purposes of calculating overtime.

5. Sharing of Program Content

Employees who attend educational programs, as provided for in this Article shall be required to share program contents with other staff members as requested by the Employer.

6. There will be two days of paid education leave available for each OFNHP Technical bargaining unit member each calendar year starting October 1st, 2005.

C. Tuition Reimbursement

- 1. The Union and the Employer agree that promoting education is of value to both the employees and the Employer. Education opens avenues of employee growth and development to enhance career mobility. The Employer will support this mutual goal by tuition reimbursement.
- 2. Any benefited employee in the Bargaining Unit who has been in continuous service for one (1) year is eligible for tuition reimbursement. Approved classes must be taken at an accredited school, community college, or university and meet the job-related criteria outlined in the Employer's current policy. The classes must be passed with a minimum grade of "C" or equivalent. A copy of the grade report shall be supplied under this plan when copies of receipts are submitted to the Employer as proof of payment. The year shall be an academic year, September to September, with a maximum of \$600.00 (six hundred) per employee per year available for reimbursement.

D. Orientation Program

- 1. New employees shall receive orientation to the Region, their facility and area of work. Prior to completion of orientation in a patient care area or department, they will not be considered part of the normal staffing complement of the patient care area or department.

2. The orientation will be individualized according to the employee's previous experience and familiarity with patient care area or department. Input from the employee will be considered. The employee shall receive paid wages for the duration of the orientation period.

E. Technology

1. Whenever new technology, new or modified equipment, machines, apparatus or processes are introduced, the Employer will be responsible for training employees in their usage.
2. In keeping with KPIT and KPNW electronic systems policies, labor and management agree to provide appropriate access to all KP electronic systems for all current and future OFNHP technical bargaining unit employees. As part of this effort, labor and management will jointly identify the number and location of equipment necessary to meet the above access requirements.
3. Employees shall be trained at the Employer's expense and during work time.

ARTICLE 11 - ETHICAL PRACTICE PROFESSIONAL ROLES and QUALITY

- A. The standards for professional practice of employees governed by State and Federal laws and regulations are recognized by the Employer. Employees will not be required to follow any practice contrary to Federal or State laws and regulations, or contrary to established standards for professional practice.
- B. The Employer and Bargaining Unit shall maintain communication relative to the professional roles of Bargaining Unit jobs and ethical issues through the Labor/Management Committee.
- C. To ensure the highest quality standards in the technical professionals, the LMP committee in each business function, with input from all work groups (including providers) will be empowered and responsible for the following:
 1. Defining the quality standard of their product
 2. Becoming leaders of quality standards in the community
 3. Considering and responding to member (customer) perception of quality
 4. Researching and recommending the most current and cost effective technology
 5. Identifying and tracking required licensure and certifications and ensuring compliance
 6. Identifying and recognizing optional certifications and licensures

ARTICLE 12 - LABOR MANAGEMENT PARTNERSHIP

A. Department Partnership Teams

1. The Employer and the Union agree to establish Region-wide departmental teams to provide both management representatives and employees an opportunity to discuss and resolve issues of mutual concern. Examples of such issues are staffing, workload, scheduling, safety and health, professional standards, clinical practice and quality of care.

These teams shall include:

- Dental Laboratory Partnership team
Dental Laboratory Technicians and Dental Lab Specialists
- Optical Partnership Team
Dispensing Opticians, Contact Lens Technicians, Eye Care Support Specialists and Optometric Assistants
- Cardiac Partnership Team
Cardiac Surveillance technicians and Holter monitor Technicians
- Medical Laboratory Partnership Team
Histology Technicians and Medical Laboratory Technicians
- Physical Therapy/Occupational Therapy partnership Team
- Operating Room Partnership Team
Operating Room Technicians, Surgical Assistants and Dialysis Technicians
- Respiratory Partnership Team
Pulmonary Function Specialists, Respiratory Care Practitioners, Bronchoscopy Specialists
- Polysomnograph Partnership Team
- Orthopedic Partnership Team
- Optical Lab Partnership Team

as well as any other groups that are covered by this contact.

2. Each Departmental Partnership Team will consist of representatives of both management and employees. A team will consist of not more than five (5) representatives from each party.
3. The team will receive training in Interest Based Problem Solving (IBPS) and will use this process in making decisions by consensus.
4. The employees' representative shall be chosen by the work group.
5. At the request of either party, resource people such as Human Resources, Employee Health and Safety, the Union representatives, shall be invited to attend the next meeting.

6. Meetings shall be held at least quarterly, or more frequently if requested by either of the parties. Committee members will be compensated for time spent in committee meetings. Each team will hold its first meeting within 90 days of ratification, and a meeting calendar will be established for the year. Each party will designate its own co-chair.
7. The parties will share in developing agenda items, recording minutes, and facilitation of meetings. Each party will maintain a file of all minutes and Letters of Agreement. Such minutes and Letters of Agreement will also be distributed to the other Departmental Partnership Teams within this bargaining unit.
8. Agendas will be distributed at least one (1) week prior to the meeting. The agenda will be established by the co-chairs.
9. The team shall have authority to draft letters of agreement for consideration and approval/ratification by management and affected work groups.
10. All original LOA's shall be maintained in the Union office and Human Resource Office. Copies of these LOA's of a size that can be clipped into the cover of employee contracts, shall be distributed to all affected employees. New employees shall receive a set of pertinent LOA's in their orientation packet.
11. All LOA's may be enforced by the grievance process. It is the ongoing responsibility of the DPT's to review the LOA's once a year to see that they are still needed and in effect, and to communicate this information to the departments and BU members.
12. The team shall have no authority to change, delete or modify any of the terms of this Agreement, nor to settle an individual's grievance arising under this Agreement (refer to instead to Article 4.A.1-9). However, a Departmental Partnership Team may develop strategies to resolve issues that might become grievances.
13. The team will coordinate with Regional and National Partnership Teams for dispute resolution.
14. In addition to regularly scheduled meetings, either party may call a special meeting if an urgent need arises. Issues such as acute staffing concerns, health and safety issues and time sensitive disputes are examples of urgent needs. The agenda for special meetings will be shared between the parties in advance. The meeting will be held within seven (7) days unless the parties mutually agree to a later date.

B. Retention, Recruitment, and Adjustments

1. The parties will maintain a joint committee based on the Labor Management Partnership model, including joint fact based discovery and consensus decision making, to evaluate and determine wage adjustments and other retention and recruiting incentives.

2. Either party may refer an issue to the joint committee.
3. The committee will research data and seek information from affected employees and supervisors which is pertinent to the issues raised.
4. Review of wage adjustments may be initiated at any time using criteria set forth by the Retention, Recruitment and Adjustment committee (or a sub committee identified by the committee), that may include:
 - a) Changes in credentialing.
 - b) Scope of practice changes.
 - c) Hard to fill positions.
 - d) Internal/external inequities.
5. The committee will establish a process to evaluate the effectiveness of implemented issues:
 - a. What is the impact on cost/savings?
 - b. Is the project effective in recruiting/retaining employees?
 - c. What is the impact on current employees in the affected jobs?
 - d. Does the project offer incentives to current employees first?
6. Schedule: The Retention, Recruitment and Adjustment Committee will meet monthly and will receive necessary training (e.g. compensation, wage survey, etc.).
7. Submission Process: This process may be initiated by a formal written request using a Retention, Recruitment and Adjustment Committee request form obtained from the Union office or Human Resources. After reviewing the submitted request form, the requesting party will be contacted by the committee.
8. Appeal Process: If the Retention, Recruitment and Adjustment Committee cannot reach consensus, any unresolved disputes will be referred to the chief medical manager and/or chief dental business leader and top leader of the affected local union. The committee will pursue a decision within 60 days.

ARTICLE 13 – EVALUATIONS AND PERSONNEL FILES

A. Evaluations

1. Employees will be evaluated, in writing, at the end of the probationary period (and at the end of any extension of the probationary period) and thereafter, at least once per year by their immediate supervisor. The evaluation will be reviewed by the next higher level supervisor. Evaluations are for constructive employee development and shall be based on objective job-related criteria. Evaluations shall not be used in place of discipline, but may be used in conjunction with the disciplinary process.

2. The evaluating supervisor shall give the employee a reasonable advance notice of the time for the evaluation and shall schedule sufficient time for the evaluation process. The evaluating supervisor shall discuss the evaluation with the employee. The employee shall have an opportunity to read the evaluation at that time and to attach any relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall sign the evaluation upon completion and that signature shall only indicate that the employee has read the evaluation. The employee shall receive a copy of the signed evaluation and of any attachments.
3. The supervisor shall provide timely and ongoing feedback pertaining to any job-related skills or behavior which fail to meet the minimum standards established for the employee's job category. A plan for improvement shall be worked out between the supervisor and the employee.

B. Personnel Files

1. The Employer shall maintain one (1) official personnel file and one (1) supervisory file for each employee. These files shall include records pertinent to their employment such as performance evaluations, written disciplinary notices, Leave of Absence forms, Personnel Action Forms, commendations and awards, and state or national registry, certification or licensure.
2. Each employee shall have the right to review the contents of their personnel file and supervisory file upon request. The employee shall be allowed to bring a Union representative. The Employer shall, upon request, provide copies for the employee of any information in their files.
3. All disciplinary notices and documentation of counseling sessions shall become invalid and shall be removed from the employee's supervisory files after one (1) year from the date of issue provided that no new material of the same or related nature has been entered into the file during the one (1) year period.
4. If there is any discipline or personnel action, which is grieved, and the Union has been denied the right of inspection of any material related to the discipline, these materials shall not be utilized in any step of the grievance procedure.
5. All access to personnel files shall be controlled by Human Resources. All access to supervisory files shall be controlled by the supervisor or authorized designee. All personnel and supervisory files shall be kept under lock and key.
6. Access to the personnel and supervisory files shall be limited to the employee, the employee's immediate supervisor, manager, bona fide Human Resources personnel, or clerical personnel responsible for maintaining the files. Any exception to the above access restrictions must have prior written authorization by the employee.

ARTICLE 14 - CORRECTIVE ACTION

Note: Please refer to the National Agreement for additional Corrective Action Language.

- A. The goal of Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other employees as mentors as is mutually agreed appropriate.
- B. The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.
- C. An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany him/her to any meeting which could result in Corrective Action, and to participate in the joint discovery process.
- D. Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.
- E. Definition: Corrective Action (the parties agree to refer to the Labor Management Partnership's *Issue Resolution and Corrective Action, User's Guide and Toolkit* for guidance during the Corrective Action process).

The Problem Solving phase of the process:

Level 1: Initial Discussion

Level 2: Develop Action Plan

The Formal Disciplinary phase of the process:

Level 3: Corrective Action Plan

Level 4: Day of Decision

Level 5: Termination

F. A copy of the written Corrective Action, no matter what Level shall be provided to the Union office upon completion. The employee is required to sign such a notice to acknowledge receipt.

G. If the Employee disagrees with the Corrective Action administered, he/she may pursue the matter through the contractual grievance procedure.

ARTICLE 15 - COMPENSATION

A. Wages

- 1. See Appendix A

2. Wage Placement

The Experience Worksheet will be used to calculate placement on the wage scale for new hires or employees transferring to an OFNHP technical job. If an issue arises due to the outcome of using the Experience Worksheet for placing an employee on the wage scale, the parties agree to review the information and mutually arrive at a resolution.

B. Differentials

1. Differential In Lieu Of Benefits

All Short-Hour, Temporary and On-Call employees shall receive a differential of (see Appendix A for amount) per hour in lieu of all benefits for all paid hours.

2. Lead Differentials

All employees performing in a capacity as a lead employee shall receive a lead differential (see Appendix A for amount) per hour for all hours paid. The lead differential shall be in addition to any other applicable differentials.

3. Shift Differentials

a. Employees eligible for an evening or night shift differential shall receive a shift differential for all hours paid. See Appendix A for job titles and amount.

b. Shift Differential Schedules

For the purposes of determining shift differential pay the following shall be the recognized shifts:

1) 5/40 Employees

day shift: 0700-1500
evening shift: 1500-2300
night shift: 2300-0700

Shift differential for employees will be in effect if a majority of hours of an employee's shift falls within the standard shift time, in which case the appropriate shift differential will be paid for the entire shift. If the hours worked fall equally between the two shifts, the employee will be paid at the higher differential. If an employee works one or more additional hours that are not regularly scheduled during a shift to which shift differential applies, the employee will be paid the shift differential for those hours worked.

Night shift differential shall be paid for all hours worked on shifts starting before 0600.

2) 7/70 Employees

day shift: 0645-1715
evening shift: noon-2230
night shift: 2130-0800

Shift differential will be in effect for a ten- (10) hour shift if a majority of hours fall within the standard shift times, in which case the appropriate differential will be paid for the entire shift. If an employee works one or more additional hours that are not regularly scheduled during a shift to which shift differential applies, the employee will be paid the shift differential for those hours worked.

3) 3/36 Employees

day shift: 0600-1800
night shift: 1800-0600

Shift differential will be in effect for a twelve- (12) hour shift if a majority of hours fall between 1500 and 0700, in which case the differential will be paid for the entire shift at the night shift differential rate. If an employee works one or more additional hours that are not regularly scheduled during a shift to which shift differential applies, the employee will be paid the shift differential for those hours worked.

C. Bargaining Team

The Employer will take action to ensure that benefits, retirement contributions, vacation, ill time, etc., are not reduced because any Union Bargaining Team Member is not reporting normal hours during their involvement in bargaining/negotiation, so as to ensure a break even situation.

1. The above will also apply to the Bargaining Team negotiating this Agreement.
2. The Employer shall make every effort to assure Union Bargaining Team Members the freedom to participate in the negotiation process fully.
3. Night shift employees will be released from scheduled shifts on the nights before contract negotiation sessions.
4. When bargaining sessions are canceled on short notice or end earlier in the day than expected and the employee wishes to return to work, and work is available for them they should be allowed to return to work. The work location will be as close as reasonably possible to their normal work location.

D. Standby Pay

The following shall apply to all employees covered by this Agreement who are required to be scheduled for standby off the Employer's premises during hours when the department is not in operation:

1. Employees on standby duty, other than a recognized holiday, shall be compensated at the rate of \$2.75 per hour for all hours on standby. For standby duty on a recognized holiday employees shall be paid at \$6.88 per hour for all hours on standby. There will be no deduction of the standby pay for hours worked and the applicable shift differential shall be paid.
2. Employees on standby duty who are called into work, other than on a recognized holiday, shall be paid for the time worked at one and one-half (1-1/2) their BHR. Employees on standby status who are called into work on a recognized holiday shall be paid for the time worked at two and one-half (2-1/2) times their BHR.
3. Employees who are required to be on stand-by on a holiday, will receive the following pay:
 - a. Holiday premium pay for the number of normally scheduled hours.
 - b. Holiday stand-by pay for every hour of scheduled stand-by duty.
 - c. Two and one-half (2-1/2) times the base rate for the three (3) hour minimum all worked when the employee is called in.
4. Managers will develop in advance, the twenty-four (24) hour's period for which the holiday premium will be paid and when the holiday stand-by rates will be paid.
5. **Overlapping or Regularly Scheduled/Stand-by Shifts**

When staff are scheduled for stand-by shifts that overlap a regularly scheduled shift and are required to work into the stand-by shift; it is understood that a three- (3) hour minimum at one-half (1/2) times their BHR will be paid. Shift differential will be paid if applicable.
6. **Consecutive Regular/Stand-by Shifts**

When staff are scheduled for stand-by shifts that are consecutive to their regularly scheduled shift and are required to work into the stand-by shift, it is understood that a three- (3) hour minimum at one-half (1/2) times the BHR will be paid. Shift differential to be paid if applicable.
7. When an employee is required to work overtime and also have stand-by duty that evening, the employee will receive the three- (3) hour minimum for stand-by call in for the overtime.
8. **Holiday Overtime**
 - a. Employees will receive holiday rates for stand-by hours during the designated twenty-four (24) hour holiday periods for all holidays designated in Article 16.A. The Employer will identify each holiday twenty-four (24) hour period by October 1 every year for the following calendar year.
 - b. Employees will receive holiday rates for stand-by hours on December 24 or 25, and 31 or January 1 but not for both the 24th and 25th or the 31st and 1st.

9. Employees on standby duty shall be guaranteed a minimum of three (3) hours of work or pay for the first time such employee is required to work in an twenty-four (24) hour period. Such employees shall be granted a minimum of three (3) hours of work or pay for the second and subsequent times such employee is required to work in the same twenty-four (24) hour period.
10. When an employee is called back to work during the eight- (8) hour period immediately preceding a scheduled shift, they may take the following scheduled shift off without pay.
11. The maximum amount of time an employee is required to be on standby duty will include one (1) shift per week Monday through Friday and one (1) weekend shift every three- (3) weekends. Exceptions may be made by mutual agreement between the supervisor and the employee.

E. Travel Reimbursement

1. Mileage Reimbursement

Employees reassigned during their shift, from one location to another location will receive a mileage reimbursement for all miles traveled between the original location and the second and subsequent location(s) at the mileage rate in accordance with the Employer's prevailing organizational mileage reimbursement policy. This policy is to adhere to the applicable I.R.S. rate.

2. Travel Time Pay

Travel time to a subsequent work location(s) is considered time worked and will be paid at the employee's regular rate of pay, plus any applicable shift differential and mileage reimbursement.

3. Travel - Floats

Employees who are required by the Employer to travel from place to place during the workday in order to perform work assigned by the Employer shall be compensated for necessary expenses incurred in connection with such travel as follows:

- a. Actual expenses when public transportation facilities are used.
- b. Employees who are required by the Employer to use their own vehicles in the course of their employment and for the purpose of the Employer shall be reimbursed at the mileage rate established by the I.R.S. for business travel.

F. Workers Compensation Deduction

A \$0.14 per day worker's compensation deduction will be made for all employees in the bargaining unit.

G. Effective January 1, 2001, the employees in the OFNHP Technical Bargaining Unit will participate in the annual TEAM Program. The first payout will be 2002.

ARTICLE 16 - HOLIDAYS

A. Non-7/70 Employees

1. The following shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of these above holidays fall on Saturday or Sunday, the Administration will specify the date to be observed for the holiday.
2.
 - a. There shall be no deduction in pay for the observance of the foregoing holidays for Full-Time, Part-Time, Float, benefit eligible On-Call and Short-Hour employees who have been in an employed status for thirty (30) consecutive calendar days prior to the holidays. Such employees working one (1) of the foregoing holidays shall be paid at the rate of two and one-half (2-1/2) times their regular rate of pay.
 - b. Non benefit eligible Short – Hour, Temporary and On-Call employees who work one (1) of the foregoing holidays shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay.
3. Pay for holidays not worked shall be on the following basis:
 - a. If the holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight time rate that the employee would have received had they worked.
 - b. If the holiday falls on a day normally scheduled off, or for employees with irregular schedules, the employee shall, depending on staffing requirements, receive either a paid day off within that pay period or additional pay equal to their average daily scheduled hours.
 - c. Non Benefit eligible Short-Hour, Temporary and On-Call employees and Benefit eligible Short-Hour, Temporary and On-Call employees who have not been on the payroll for at least thirty (30) consecutive days prior to a holiday shall receive no pay for holidays not worked.

B. 7/70 Employees

The holiday provisions referred to above shall not be applicable, except employees working on one (1) of the foregoing holidays shall be paid at the rate of one and one-half (1-1/2) times the regular rate. Pay in lieu of time off for recognized holidays shall be in accordance with the formula for calculation of holiday add-ons. If an employee terminates prior to the completion of thirty (30) days of continuous service, the total of the holiday add-ons paid shall be deducted from the employee's final pay.

C. General

1. Paid holidays shall count toward forty (40) hours in the work week for the purpose of computing overtime, and holidays shall count towards consecutive day pay.

2. If a holiday falls during an employee's vacation, that day will be compensated as a holiday and not vacation.
3. If an employee's work shift includes work on both a holiday and a non-holiday, the entire shift shall be paid at the holiday rate in cases where a majority of the hours worked on such shift are between 12:01 a.m. and the following midnight of the holiday.
4. The term "Actual Holiday" shall mean the day(s) for which employees shall receive "premium" pay.
5. The term "Designated Holiday" shall mean the day(s) in which Kaiser Clinics and other Departments are closed.
6.
 - a. For departments which operate on a five or six day a week schedule, the "designated" holiday will be used for the purpose of determining holiday pay.
 - b. For departments which operate on a seven day a week schedule, holiday "premium" pay will be paid on the actual holiday, unless another system is developed by the by the Department Partnership Team.

D. Flexible Personal Days

1. Employees who have three months continuous employment in a benefit eligible status shall be eligible for five (5) flexible personal days per year.

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL FLEXIBLE PERSONAL DAY LANGUAGE.

ARTICLE 17 - INSURANCE AND RETIREMENT

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL INSURANCE AND RETIREMENT LANGUAGE.

A. Health and Medical Insurance

1. Each employee hired in a benefit status will be eligible to enroll himself/herself and his/her eligible dependents in the Employer-sponsored group medical and dental plan during his/her first thirty (30) days of employment, including vision and prepaid prescription coverage (with a one dollar (\$5.00) charge) will be provided for an employee working twenty (20) hours or more per week and his/her eligible dependents. The medical coverage will be effective on the first (1st) day of the month following employment and will be based on the Kaiser Foundation Health Plan of the Northwest medical plan benefit array with a five dollar office visit. Dental plan coverage will be effective on the first (1st) day of the month following three (3) months of employment in a benefit status and will be based on the Kaiser Foundation Health Plan of the Northwest dental plan benefit array with a five dollar office visit.

2. Each employee hired in a non-benefit status will be eligible to enroll himself/herself and his/her eligible dependents in the Employer-sponsored group medical and dental plan during the first thirty (30) days following the date that he/she enters a benefit status. The medical coverage will be effective on the first (1st) day of the month following the date the employee enters a benefit status and will be based on the Kaiser Foundation Health Plan of the Northwest medical plan benefit array with a five dollar office visit. Dental plan coverage will be effective on the first (1st) day of the month following three (3) months of employment in a benefit status and will be based on the Kaiser Foundation Health Plan of the Northwest dental plan benefit array with a five dollar office visit.
3. An employee who becomes eligible for the medical and dental plan and does not enroll during the thirty- (30) days following initial eligibility must wait for a semi-annual open enrollment period to enroll. Employees who lose medical plan coverage from another sources because of the death, divorce, or termination of employment of a spouse may, during the first thirty (30) days following the loss of coverage, enroll himself/herself and his/her eligible dependents in the Employer-sponsored group medical and dental plan. January and July of each year shall constitute the open enrollment period with medical coverage effective February 1 and August 1. Dental coverage effective dates will be determined using the rules above based on an employee's actual employment period in a benefit status.
4. Eligible dependents include an employee's spouse, an unmarried child under the age of twenty-five (25), an unmarried child of any age who is chiefly dependent on the employee or employee's spouse for support and maintenance and is incapable of self-sustaining employment by reason of developmental disability or physical handicap which occurred prior to his/her reaching age twenty-one (21) or age twenty-three (23) if a full-time student.
5. Each employee coded less than twenty (20) BAH per pay period shall be paid \$.40 (forty cents) per hour in lieu of benefits differential.
6. An employee with eighteen (18) months service in a benefit status on an Industrial Leave or Non-industrial Leave will receive Employer-paid health plan coverage on the same basis as an active employee until exhaustion of Employer-paid time off, or six (6) months from the date the employee is off work, whichever is later. The employee will continue to accrue paid time off benefits while his/her accumulated sick leave is integrated with Workers' Compensation payments.

B. Employee Self-Pay Medical and Dental Plans

1. A newly hired employee who is On-Call or Short-Hour (less than twenty (20) scheduled weekly hours) will have the opportunity to enroll in Employer-sponsored self-pay group medical plan coverage during the first thirty (30) days of employment. The coverage will be effective on the first (1st) of the month following hire and will be based on the Kaiser Foundation Health Plan of the Northwest benefit array with a five dollar office visit.
2. Beginning 1/1/98 there will be point of service co-pays as follows: Medical office visit, \$5.00, Pharmacy \$5.00, Dental Office Visit \$5.00.

3. An employee who remains in a non-benefit status after hire and does not elect to enroll in Employer-sponsored self-pay group medical coverage at hire will have one (1) opportunity each year to enroll in the plan during the month of January (open enrollment) with coverage effective on February 1.
4. An employee who loses medical plan coverage from another source because of the death, divorce, or termination of employment of a spouse may, during the first thirty (30) days following the loss of coverage, enroll in the Employer-sponsored self-pay group medical plan without waiting for open enrollment. The coverage will be effective on the first day of the month following the date the prior medical plan coverage terminates.
5. An employee who loses Employer-paid group medical plan or dental plan coverage because of reduced hours, Leave of Absence, termination or retirement, may continue the same Employer-sponsored coverage on the same basis as an active employee in a benefit status for up to eighteen (18) months on a self-pay basis.
6. An employee who loses Employer-paid group medical plan coverage because of reduced hours or early retirement (and is eligible for Employer-paid medical plan benefits at a later date) and who does not elect the option identified in Article 16.2.D above, may elect to enroll in Employer-sponsored self-pay group medical plan coverage during the first thirty (30) days following the loss of Employer-paid medical benefits. The coverage will be effective on the first (1st) of the month following the loss of Employer-paid medical benefits and will be based on the Kaiser Foundation Health Plan of the Northwest benefit array with a five dollar office visit. Eligible dependents will also be eligible for enrollment.
7. An active employee or early retiree (who is eligible for Employer-paid medical plan benefits at a later date) who has previously chosen eighteen (18) months of continuing coverage on the same basis as an active employee in a benefit status will have the opportunity to convert to the benefit array with a five dollar office visit with a five dollar office visit anytime on or before the expiration of coverage provided during the first eighteen (18) months in a non-benefit status.
8. An employee who loses Employer-paid coverage or becomes ineligible for continuing Employer-sponsored self-pay coverage due to the termination of employment and does not elect the option identified in Article 16.B.5 above, may be eligible to convert to individual plans made available by the medical plan carrier.
9. COBRA is a federal law that may let you keep group coverage if you become ineligible for the plan. COBRA may apply if you leave your job for a reason other than gross misconduct or if your hours are reduced. Under COBRA, you and your enrolled dependents may keep group coverage by paying the full cost of your plan. You can keep your group coverage for 18 months (or up to 29 months if disabled).

10. End Stage Renal Disease (ESRD) with Medicare:

If an employee or their dependent become eligible for Medicare because of ESRD, the Human Resources Department must be notified immediately. Upon enrollment in Medicare, bills may be submitted to Human Resources directly by the employee for the Part B Medicare premiums. The employee or their dependent with ESRD must then also enroll in the Employer-paid Health Plan Senior Advantage coverage. Failure to enroll in Part B of Medicare and to enroll in the Senior Advantage plan will be cause for the employer to terminate Employer-paid health plan coverage. Employer-paid health coverage will not begin again until such time as the ESRD affected employee or dependent begins the Medicare enrollment process or the next Open Enrollment period following loss of coverage after Medicare enrollment has been established.

C. Short Term Disability

An Employee shall receive Employer-paid short term disability coverage for illness or injury, not connected with the job, effective the first (1st) day of the month following the completion of one (1) year of continuous employment as a regularly scheduled Employee on a work schedule of twenty (20) or more hours per week. The disability insurance benefit provides income protection amounting to fifty percent (50%) of an Employee's regular straight time earning based on BAH or coding, whichever is greater at the time of disability, up to a maximum of \$220.00 per week for non 7/70, \$370.00 for 70/70, for twenty-six (26) weeks commencing on the eighth (8th) day of disability or upon expiration of Employer-paid sick leave, if later.

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR LONG TERM DISABILITY LANGUAGE.

D. Employee Benefit Eligibility and Benefit Average Hours (BAH)

1. Unless specifically noted otherwise, all employee benefits are subject to eligibility based on the employee having scheduled weekly hours (SWH) or benefit average hours (BAH) equal to, or greater than twenty (20) hours per week. An employee meeting these guidelines is considered to be in a Benefit Status.
2. An employee's BAH is calculated two (2) times per year and is updated on January 1 and July 1. The January 1 update is calculated using the fourteenth (14th) through the twenty-fourth (24th) pay periods of the prior payroll calendar year in the averaging period. The July 1 update is calculated using the first (1st) through eleventh (11th) pay periods of the current payroll calendar. If an employee has not been through a BAH calculation cycle, his/her BAH equals zero.
3. Calculating BAH for new hires
 - a. An employee hired in the first (1st) through ninth (9th) pay periods will have his/her first BAH calculated using the actual weeks worked (effective July 1). An employee hired in the tenth (10th) through thirteenth (13th) pay periods will have his/her first BAH calculated using the fourteenth (14th) through twenty-fourth (24th) pay periods (effective January 1).

- b. An employee hired in the fourteenth (14th) through twenty-second (22nd) pay periods will have his/her first BAH calculated using actual weeks worked (effective January 1). An employee hired in the twenty-third (23rd) through twenty-sixth (26th) pay periods will have his/her first BAH calculated using the first (1st) through eleventh (11th) pay periods of the following year (effective July 1).
- 4. All hours paid using an employee's Base Hourly Rate (BHR) are counted in determining an employee's BAH. Hours not worked but coded "WOP at Company Request" are included. Standby hours are not included. Periods during which an employee is classified as "temporary" or is on an approved Leave of Absence are excluded from the calculation.
- 5. For purposes of certain employee payroll deductions, benefit levels are determined based on the greater of an employee's SWH or BAH.

<u>Greater of SWH or BAH</u>	<u>Benefit Level</u>
32.00 hours or more	One
26.00 hours to 31.99	Two
20.00 to 25.99 hours	Three
Less than 20.00	Four (not in a Benefit Status)

Any payroll deduction changes which are required due to a change in SWH or BAH will be effective the first (1st) complete pay period following the date of SWH or BAH change.

- 6. If SWH or BAH changes, the effective date of SWH or BAH is not necessarily the effective date of any change in a specific employee benefit. The effective date of change for specific benefits (due to a change in SWH or BAH) will be based on the rules regarding the effective dates for that benefit.
- 7. An employee losing medical, dental or life insurance coverage due to a drop in SWH and BAH to a value less than 20.00, will be offered the opportunity to continue or convert these coverages to other group or individual plans as described in Article 16 or allowed by the various insurance carriers.
- 8. Employee Contributions for Medical and Dental Benefits

An employee SWH or BAH of twenty (20) or more per week who enrolls in the medical/dental plan will be assessed each pay period for this plan coverage as follows beginning 1/1/98 as follows:

- a) Employee Benefit contribution per pay period

<u>Level One</u>	<u>Premium</u>
Employee Only	\$ 0.00
Employee Family	\$ 0.00

<u>Level Two</u>	Employee Only	\$ 8.77
	Employee Family	\$17.54

<u>Level Three</u>	Employee Only	\$13.15
	Employee Family	\$26.31

b) Pre-Tax Premium Arrangement

Employees who make a contribution to the cost of their medical and dental coverage will be able to use the Pre-tax Premium Arrangement.

9. Employee Contributions for Short Term Disability Benefits

Employees with Scheduled Weekly Hours (SWH) or Benefit Average Hours (BAH) of twenty (20) or more per week who enroll in the short term disability plan will be assessed each pay period for this plan coverage as follows:

<u>Greater of SWH or BAH</u>	<u>Cost/Pay Period</u>
32.00 hrs or more	\$0.00
26.00 to 31.99 hrs	\$0.93
20.00 to 25.99 hrs	\$1.87

E. Retirement Income Benefits

Employees will be provided retirement benefits through the Kaiser Permanente Northwest Pension Plan (KPNPP), a defined benefit plan, and/or the Oregon Federation of Nurses and Health Professionals - Kaiser Foundation Health Plan Retirement Plan and Trust (OFNHP-KFHP RP&T), a defined contribution plan, as follows:

1. DEFINED BENEFIT PLAN

Each Technical Bargaining Unit employee will accrue both Credited Service (used to determine the amount of benefit) and Service (used to determine eligibility for vesting and early retirement) under the KPNPP. The KPNPP shall provide a monthly income commencing at age 65 of 1.45% of final average monthly compensation over the sixty highest consecutive months out of the last 120 of employment. For Participants as of 11/1/03 who had either elected or received only a defined contribution plan as of that time, Credited Service will be modified based on the following:

a. Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under 60 years of age or have less than 20 years of vesting service, or both, as of January 1, 2006 as follows: All employees with 20 or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.

b. Three (3) years of credited service will be credited immediately for eligible participants who are both age 60 or older, and have 20 years or more of vesting service as of January 1, 2006.

c. Eligible participants are employees who were employed as of November 1, 2003 and still employed October 1, 2005 and were not in the defined benefit plan immediately before November 1, 2003.

2. DEFINED CONTRIBUTION PLAN

The Employer will also contribute to the OFNHP-KFHP RP&T according to the following schedule: 1.0%

3. The Employer agrees to provide a tax sheltered annuity program for employees.

F. Retiree Health and Dental Benefits

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL LANGUAGE.

1. Employees hired on or before December 31, 1984 who are eligible for employer-paid health care benefits as an active employee at the time of retirement and who are:
 - a. age 65 or older on their last day of employment, or
 - b. younger than age 65 but age 55 or older and have fifteen (15) or more years of Service on their last day of employment, or
 - c. younger than age 55, and their age plus years of Service total seventy-five (75) or more on their last day of employment, shall receive employer-paid retiree health, prescription drug, vision and dental care benefits for themselves and their eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.
2. Employees hired on or after January 1, 1985 who are eligible for employer-paid health care benefits as an active employee at the time of retirement and who are:
 - a. age 55 or older and have fifteen (15) or more years of Service on their last day of employment, or
 - b. younger than age 55, and their age plus years of service total seventy-five (75) or more on their last day of employment, shall receive employer-paid retiree health care and prescription drug benefits for themselves and their eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.
3. A year of Service is defined as any calendar year in which the employee is paid for 1,000 or more hours.

4. Current retirees and employees who meet the eligibility rules for retiree medical benefits described above on or before December 31, 1997 (although they may delay actual retirement until a later date) will receive benefits based on provisions in effect prior to January 1, 1998 which include a one dollar (\$1.00) co-pay for each prescription purchase. The Employer will provide 100% of the plan cost.
5. Employees who meet the eligibility rules for retiree medical benefits described above on or after January 1, 1998 will receive benefits based on provisions in effect after December 31, 1997 which include a five dollar (\$5.00) co-pay for medical (and dental, if applicable) office visits and a five dollar (\$5.00) co-pay for each prescription purchase. The Employer and retiree will each share one-half of the future retiree medical plan cost over the January 1, 1998 plan cost with the employee cost not exceeding 30% of the total plan cost.
6. Coverage under the retiree medical plan will be provided through the Kaiser Permanente Medical care Program (KPMCP). Retirees and eligible dependents who enroll in the retiree medical plan who are eligible for both Parts A and B of Medicare benefits will assign benefits to the KPMCP. If the retiree or dependent is eligible for Part A but not for Part B, or for Part B but not for Part A, the retiree and dependents must maintain the Medicare benefits for which the retiree and dependents are eligible and assign benefits thereunder. Failure to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide employer-paid retiree medical benefits.
7. If a retiree or dependent is not eligible for Parts A and B of Medicare, the Employer will provide a non-Medicare-coordinated coverage. If the current Medicare program is discontinued, substantially modified or replaced by a national health care program, these benefits will terminate; provided, however, that the retiree will be offered as an alternative a plan substantially equivalent to that provided the active Kaiser Permanente employees covered under this agreement.
8. If a retiree is not eligible for enrollment in the KPMCP due to residence outside of a Kaiser Permanente Service Area, the Employer will provide reimbursement for premiums paid for medical coverage provided by another carrier up to an amount equal to one-half the amount that the Employer would pay for the retiree and eligible dependents had they remained in the Northwest Region Service Area.
9. Employees hired on or before December 31, 1984 who are eligible to retire on or before December 31, 1997 and actually retire at age 65 or later will receive Employer reimbursement for the base rate premium paid to Social Security for their own and/or their eligible dependent Part B Medicare coverage if enrolled in the KPMCP.
10. Employees hired on or before December 31, 1984 who are eligible to retire after December 31, 1997 and actually retire at age 65 or later will receive Employer reimbursement for the base rate premium paid to Social Security for their own and/or their eligible dependent Part B Medicare coverage if enrolled in the KPMCP, not to exceed the base rate in effect on January 1, 1998.

11. Employees hired on or after January 1, 1985, and any employees who retire prior to age 65, will not receive Employer reimbursement for Part B Medicare premiums paid to Social Security.
12. Coverage described in this article will be provided for the life of the retiree and continue to a surviving spouse in the event of a retiree's death after benefits commence at age 65. Coverage for other eligible dependents will end when they no longer meet eligibility rules or upon the death of the retiree or surviving spouse. Reimbursements described above will be provided for during the life of the retiree.
13. Eligible dependents, for purposes of this article, include those dependents eligible for coverage under the employee's employer-paid medical plan on the last day of active employment. An employee may be referred to the program by a supervisor or Union representative. Confidentiality of all parties shall be strictly maintained.

G. Group Life Insurance

1. The Employer will provide each employee in active benefit status on his/her coverage effective date with, at no cost to the employee, life insurance according to the following formula:
 - a. Take the hourly wage rate times the greater of Scheduled weekly hours or benefit average hours (not to exceed forty (40)) times 4.3333. Round to nearest cent.
 - b. Multiply the above result times 0.003. Round to the nearest cent.
 - c. Divide the latest result by the appropriate rate charged the Employer by the Employer's insurance carrier.
2. The minimum amount of Employer-paid coverage will be \$5,000. An employee in a continuous benefit status since July 1, 1989 will have minimum coverage equal to one- (1) times his/her July 1, 1989 annualized salary. The maximum amount of Employer-paid Life Insurance coverage will be \$50,000.
3. Coverage shall become effective on the ninety-first (91st) day of continuous employment in an active benefit status and thereafter, eligibility shall be based on remaining in active benefit status. If an employee leaves active benefit status after coverage has become effective, and returns to active benefit status at a later date, the ninety (90) day waiting period will be waived and coverage will become effective in the first (1st) day that the employee is considered in active benefit status; otherwise, the ninety (90) day waiting period will be required again.
4. In addition, a total and permanent disability benefit of \$5,000 (distributed in equal payments over sixty (60) months) will be made available to an employee who qualifies for total and permanent disability. Any benefits received under this provision will reduce the ultimate death benefit paid under the plan.

5. Voluntary Contributory Life Insurance
 - a. The Employer will make available a voluntary and contributory (employee-paid through payroll deduction) employee age-rated life insurance program with open enrollment during the thirty (30) day period following the Employer provided coverage effective date, with age-rated life insurance coverage effective the first (1st) of the month following enrollment. Coverage requested in excess of \$100,000 may be subject to the insurability requirements of the carrier. The maximum total of Employer-paid and employee-paid coverage will be limited to \$500,000. To be eligible for voluntary and contributory coverages, the employee must have Employer provided life insurance in effect.
 - b. The Employer will make available a voluntary and contributory (employee-paid through payroll deduction) dependent life insurance program. Future employees will have open enrollment during the thirty (30) day period following his/her Employer-provided coverage effective date, with dependent life insurance coverage effective the first (1st) of the month following enrollment.

ARTICLE 18 - VACATIONS

A. Vacation Eligibility – Non 7/70 Employees

1. Employees who have been in a benefit status with the Employer for a period of one (1) year shall be entitled to two (2) weeks annual vacation with pay (accrue: .0385 per hour).
2. Employees who have been in a benefit status with the Employer for a period of five (5) years shall annually be entitled to three- (3) weeks vacation with pay. (Accrue: .0577 per hour).
3. Employees who have been in a benefit status with the Employer for a period of ten (10) years shall annually be entitled to four- (4) weeks vacation with pay. (Accrue: .0769 per hour).
4. Part-time employees shall receive prorated vacation time according to the above schedule.
5. After the completion of six (6) months employment an employee shall be entitled to use vacation which may have accrued.
6. Employees working the 3/36 schedule shall accrue vacation at the same rate as forty- (40) hour per week employees.

B. Employees on 7/70 Schedule

1. The vacation benefit provisions referred to above shall not be applicable except that 7/70 employees with twelve (12) or more years of service with the Employer shall be given an option annually to accumulate vacation with pay as described in

this Article for non-7/70 employees. Pay in-lieu-of vacation time off shall be in accordance with the formula for calculation of vacation add-ons. Such add-ons will be paid to employees in a regular employee status for each straight-time hour worked.

2. After completion of the first six (6) months continuous employment in a regular status, employees shall receive a lump sum vacation payment equivalent to one-half (1/2) of their vacation anniversary eligibility at the straight-time base rate.
 3. After the completion of five (5) years of continuous employment in a regular status, employees shall receive a lump sum vacation payment equivalent to one-third (1/3) of their vacation anniversary eligibility at the straight-time base rate.
 4. After completion of ten (10) years of continuous employment in a regular status, employees shall receive a lump sum vacation payment equivalent to one-fourth (1/4) of their vacation anniversary eligibility at the straight-time base rate.
 5. Temporary, Short-Hour and On-Call employees do not qualify for prorated vacation add-ons.
- C. If a holiday falls during an employee's vacation period, that day will be coded as a holiday taken and not a vacation day.
- D. An employee who is hospitalized or incapacitated for more than seven (7) consecutive days during a paid vacation may elect to substitute accrued sick leave for such time off and may reschedule that vacation time. Certification by the attending physician may be required by the Employer.
- E. After completion of six- (6) months continuous service, employees who terminate shall be paid for any unused regular vacation accrual.
- F. Employees shall submit vacation requests in writing to the Employer, and such requests shall not be unreasonably denied. For the purpose of receiving a timely vacation request response, written requests must be received at least thirty (30) days in advance. Should there be a conflict in the requests of two (2) or more employees, Bargaining Unit seniority shall be determinative, unless agreed to otherwise by Bargaining Unit employees in the work group, and provided that an employee who has received approval for scheduled vacation shall not be bumped. The Employer shall use its best efforts to schedule the vacation time requested by the employee in a timely manner. Vacation requests may be submitted up to one (1) year in advance, unless extended by mutual agreement. Vacation days around holidays (the day preceding and the days following the holidays) will be granted on a rotational basis to be decided among appropriate work groups and/or worksite groupings in accordance with operational needs.
- G. Supervisors and managers shall not compete with Bargaining Unit employees for requesting vacation time.
- H. The Department Partnership Teams (DPT's) shall solicit information from their respective job titles regarding current vacation and holiday scheduling policies and practices. Each committee shall come to mutual agreement regarding the mechanics of implementing the contractual agreements in this Article.

- I. Up to thirty (30) days absence from work on unpaid leave shall count as time worked for vacation accrual purposes.
- J. Vacation pay shall be paid to employees prior to the start of their vacation providing the employee requests in writing that they receive such pay seven (7) days prior to the commencement of any vacation scheduled for a period of one (1) or more weeks.
- K. Carry over of vacation time from one year to another shall be permitted for up to two (2) years of vacation eligibility; however, there shall be no limit on the amount of vacation granted in any given year providing scheduling permits.
- L. Without Pay Days

A regular employee who has been in a benefit status with the Employer for a period of one (1) year may request additional days off without pay. Such requests shall be granted consistent with operational and staffing requirements and shall not be unreasonably denied.

M. Vacation Donation

- 1. Employees may donate accrued vacation to be deposited to the emergency leave bank for another employee on an approved leave of absence. An employee on an approved leave of absence due to a serious life circumstance, who has exhausted all paid leave, may receive donated vacation time for the duration of the leave. Donating and receiving vacation hours is entirely voluntary.
- 2. The prospective donor may initiate a donation by completing a Donation of Vacation Form and forwarding it to the Human Resources Services Center. The form will include the recipient's name. If the recipient declines the donation for any reason, the donated hours will be returned to the donor.

ARTICLE 19 - HEALTH AND SAFETY

A. General

The Employer agrees to make reasonable provisions for the safety and health of employees during the hours of their employment, to promptly review safety or health concerns brought to the Employer's attention, and to take whatever corrective action it determines to be necessary by the appropriate safety committee.

- 1. Proper safety devices and clothing shall be provided by the Employer for all employees engaged in work where such devices and clothing are necessary to meet the requirements of all applicable laws, and the Employer will review recommendations of regulatory agencies and implement those that are appropriate.
- 2. The Employer shall provide adequate orientation, training, and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.

3. Employees assigned to locations where exposure to ionizing radiation is possible in the course of the work assignment shall be issued a film badge or similar detection device upon employee request. The Employer will maintain records of employee exposure.
4. The Employer will provide all commonly accepted or governmentally required and recommended tests and immunizations for exposure and contact with infectious diseases and hazards in the workplace at no cost to the employee or Bargaining Unit.
5. The facility specific safety committees will regularly review Safety Hazard Identification Forms and Incident Reports to determine whether the areas are unsafe and will promptly notify employees of all areas designated as unsafe and the specific hazardous conditions and engage in resolution of the problem.
6. The Employer shall investigate available insurance policies or any other options which will indemnify employees for any loss or damage to their clothing, belongings, automobile or other personal property inflicted on the employee or the employee's property while the employee is on duty, on the Employer's property, or in any Employer-connected vehicle or activity. The Regional Safety Committee shall evaluate the information.
7. The employees acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer. All proper safety devices and clothing required and provided shall be used and worn according to policies. The Employer, the Union and the employees recognize their obligations and/or rights under Federal and State laws, regulations and recommendations with respect to safety and health.
8. Facility specific safety committees, with an equal number of Employer and employee representatives, which reflect the general composition of the workgroup will regularly meet and formulate plans for implementation on how to eliminate hazards and unsafe work practices and to improve accident and illness prevention programs. In the event an employee believes an unsafe environmental condition exists, the employee shall immediately bring the situation to the attention of their supervisor. The employee may report the condition in writing to the Safety Officer and the Safety Committee Chairman. All information shall be promptly forwarded to the appropriate facility specific safety committee for its investigation and a copy of the report and final decision shall be returned to the initiating department and employee.

B. Equipment and Supplies

The Employer will provide all necessary and adequate equipment and supplies for the performance of employee duties.

C. Uniforms

1. The Employer will launder employee's personal work clothing in the event of contamination with hazardous substances or bodily fluids and will provide scrubs to complete the assigned shift.

2. The Employer will provide white cover jackets and/or scrubs based on the employer's inpatient policy covering these items. Orthopedic and Operating Room employees will continue their current practice with regard to scrub use.
3. The Employer shall launder and maintain lab coats for all employees who are required to wear them.

ARTICLE 20 - FLEXIBLE SPENDING ARRANGEMENT PROGRAM

The Employer agrees to provide a Flexible Spending Arrangement Program for Employees.

A. Health Flexible Spending Arrangement Plan

Employee coverage is effective with the open enrollment period August 1, 1998.

B. Child and Dependent Care Assistance Plan

Employees are currently eligible to participate in this plan.

ARTICLE 21 - LETTERS OF AGREEMENT

Within 90 days of ratification of this contract, a labor management partnership (LMP) committee will be created to assess the current and future letters of agreement (LOA) across the OFNHP technical bargaining unit. This committee will consist of one Human Resources Representative, two Operations Management Representatives, two Labor Representatives and one Union Representative.

This committee will be responsible for, but not limited to, the following activities:

- Collecting all known LOAs
- Reviewing the collected LOAs for applicability with current contract language, expiration date, and definition as to how they pertain to this process
- Creating an inventory of valid, current LOAs
- Creating a distribution and communication process of LOAs
- Clarifying terminology, i.e. define the difference between, "letters of agreement" (LOA) and "letters of understanding" (LOU)
- Creating duplicate central repositories, residing in the union office and human resources, for current and future LOAs

This committee will meet at least annually to review the status of the process.

ARTICLE 22 - SEPARABILITY

If any provision of this Agreement is found to be in conflict with the laws of the State of Oregon, the State of Washington, as may be applicable, the United States of America, or are declared invalid by a tribunal of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, the parties agree to commence negotiations with the intent of mutually agreeing to terms that would bring this Agreement into compliance with the applicable case.

ARTICLE 23 - SUCCESSORS

This Agreement shall remain in effect and shall be binding on all successors of the Employer. The Employer shall include this requirement, including recognition of the Union as representative of the employees, employment of the employees, and maintenance of all terms and conditions of employment, as a condition of sale or transfer of its ownership or operation.

ARTICLE 24 - NO STRIKE, NO LOCKOUTS

1. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements applicable to covered employees arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties, in writing, at any time during its term.
3. Neither the Union nor its technical employees, agents, representatives or employees shall incite, encourage, or participate in any strike, walkout, slowdown, picketing, or work stoppages of any nature against the Employer during the term of this Agreement. It is further understood that duly authorized representatives of the Union shall have the authority and the responsibility on behalf of the Union to enforce the terms of this Agreement, including the active encouragement of employees engaging in a violation of this Article to cease such conduct.
4. Furthermore, it is one of the major objectives of this Agreement to provide a resolution of disputes, and the parties agree that there will be no lockouts by the Employer or suspension of work on the part of the employees.

ARTICLE 25 - MANAGEMENT RIGHTS

The Employer retains all rights and authority which it had prior to the execution of the Agreement, except as specifically abridged by any expressed provision(s) of the Agreement.

ARTICLE 26 - DURATION

NOTE: PLEASE REFER TO THE NATIONAL AGREEMENT FOR ADDITIONAL LANGUAGE.

This Agreement is effective as of October 1, 2011 and shall continue in full force and effect through September 30, 2013.

In witness whereof, the Parties hereto have executed this Agreement this 29th day of June, 2010.

For the Employer:

Kaiser Permanente Medical Care Program

Kenn B. Dill

For the Union:

Oregon Federation of Nurses and
Health Professionals - Kaiser, Local
5017, AFT, AFL-CIO

Mark Richard

Technical

MR
KBD

Appendix A: Wages

Note: Please refer to the National Agreement Section 2, A for additional Wage Language.

1. Differentials:

Lead Technician:	\$0.46/Hour
Evening Shift:	\$1.00/Hour
Night Shift:	\$1.65/Hour
In Lieu of Benefits:	\$0.40/Hour
Regular Standby:	\$2.75/Hour
Holiday Standby:	\$2.88/Hour

2. Hourly Wage Rates:

Job Title: Advanced Dispensing Optician, License

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$19.21	\$19.79	\$20.19	\$20.80	\$21.42
02	\$20.04	\$20.65	\$21.06	\$21.69	\$22.35
03	\$20.87	\$21.50	\$21.93	\$22.59	\$23.27
04	\$21.71	\$22.37	\$22.82	\$23.50	\$24.21
05	\$22.54	\$23.22	\$23.69	\$24.40	\$25.14
06	\$23.38	\$24.08	\$24.56	\$25.30	\$26.06
07	\$24.22	\$24.95	\$25.45	\$26.21	\$27.00
08	\$25.04	\$25.79	\$26.31	\$27.10	\$27.92

Job Title: Advanced Polysomnograph Technician

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$21.19	\$21.83	\$22.26	\$22.94	\$23.63
02	\$21.88	\$22.54	\$22.99	\$23.68	\$24.40
03	\$22.54	\$23.22	\$23.69	\$24.40	\$25.14
04	\$23.22	\$23.92	\$24.40	\$25.14	\$25.89
05	\$23.88	\$24.60	\$25.09	\$25.85	\$26.62
06	\$24.54	\$25.28	\$25.79	\$26.57	\$27.37
07	\$25.22	\$25.98	\$26.50	\$27.30	\$28.12
08	\$25.89	\$26.67	\$27.20	\$28.02	\$28.87

Job Title: Asthma Case Manager

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$23.11	\$23.80	\$24.28	\$25.01	\$25.77
02	\$23.80	\$24.52	\$25.01	\$25.77	\$26.54
03	\$24.49	\$25.23	\$25.73	\$26.51	\$27.31
04	\$25.19	\$25.95	\$26.47	\$27.26	\$28.09
05	\$25.86	\$26.64	\$27.18	\$27.99	\$28.84
06	\$26.55	\$27.35	\$27.90	\$28.74	\$29.60
07	\$27.25	\$28.07	\$28.63	\$29.49	\$30.38
08	\$27.93	\$28.77	\$29.35	\$30.23	\$31.14
09	\$29.05	\$29.93	\$30.53	\$31.45	\$32.39

Job Title: **Bronchoscopy Specialist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$23.11	\$23.80	\$24.28	\$25.01	\$25.77
02	\$23.80	\$24.52	\$25.01	\$25.77	\$26.54
03	\$24.49	\$25.23	\$25.73	\$26.51	\$27.31
04	\$25.19	\$25.95	\$26.47	\$27.26	\$28.09
05	\$25.86	\$26.64	\$27.18	\$27.99	\$28.84
06	\$26.55	\$27.35	\$27.90	\$28.74	\$29.60
07	\$27.25	\$28.07	\$28.63	\$29.49	\$30.38
08	\$27.93	\$28.77	\$29.35	\$30.23	\$31.14
09	\$29.05	\$29.93	\$30.53	\$31.45	\$32.39

Job Title: **Cardiac Surveillance Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$15.63	\$16.10	\$16.43	\$16.92	\$17.43
02	\$16.09	\$16.57	\$16.91	\$17.42	\$17.94
03	\$16.53	\$17.03	\$17.37	\$17.90	\$18.44
04	\$16.99	\$17.50	\$17.85	\$18.39	\$18.95
05	\$17.43	\$17.96	\$18.32	\$18.87	\$19.44
06	\$17.90	\$18.44	\$18.81	\$19.38	\$19.96
07	\$18.32	\$18.87	\$19.25	\$19.83	\$20.43
08	\$18.79	\$19.36	\$19.75	\$20.34	\$20.95

Job Title: **Certified Occupational Therapy Assistant**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$19.39	\$19.97	\$20.37	\$20.99	\$21.62
02	\$19.92	\$20.52	\$20.94	\$21.57	\$22.22
03	\$20.47	\$21.09	\$21.51	\$22.16	\$22.83
04	\$21.06	\$21.69	\$22.13	\$22.80	\$23.48
05	\$21.60	\$22.25	\$22.69	\$23.38	\$24.08
06	\$22.15	\$22.81	\$23.27	\$23.97	\$24.69
07	\$22.71	\$23.39	\$23.86	\$24.58	\$25.32
08	\$23.28	\$23.98	\$24.46	\$25.20	\$25.96

Job Title: **Contact Lens Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.94	\$18.48	\$18.85	\$19.42	\$20.00
02	\$18.77	\$19.33	\$19.72	\$20.31	\$20.93
03	\$19.60	\$20.19	\$20.59	\$21.21	\$21.85
04	\$20.43	\$21.04	\$21.47	\$22.11	\$22.78
05	\$21.27	\$21.91	\$22.35	\$23.02	\$23.72
06	\$22.10	\$22.77	\$23.22	\$23.92	\$24.64
07	\$22.94	\$23.63	\$24.11	\$24.83	\$25.58
08	\$23.76	\$24.48	\$24.97	\$25.72	\$26.49

Job Title: **Dental Lab Specialist**

Effective Date	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$20.01	\$20.61	\$21.02	\$21.66	\$22.31
02	\$20.81	\$21.44	\$21.87	\$22.53	\$23.21
03	\$21.62	\$22.27	\$22.72	\$23.40	\$24.11
04	\$22.43	\$23.10	\$23.57	\$24.28	\$25.01
05	\$23.23	\$23.93	\$24.42	\$25.15	\$25.91
06	\$24.04	\$24.77	\$25.26	\$26.02	\$26.81

Job Title: **Dental Lab Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.15	\$17.67	\$18.02	\$18.57	\$19.13
02	\$17.84	\$18.38	\$18.75	\$19.31	\$19.90
03	\$18.53	\$19.09	\$19.47	\$20.06	\$20.67
04	\$19.23	\$19.81	\$20.21	\$20.82	\$21.45
05	\$19.91	\$20.51	\$20.92	\$21.56	\$22.20
06	\$20.60	\$21.22	\$21.65	\$22.30	\$22.97

Job Title: **Dialysis Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$15.81	\$16.28	\$16.61	\$17.11	\$17.63
02	\$16.25	\$16.74	\$17.08	\$17.59	\$18.12
03	\$16.71	\$17.21	\$17.56	\$18.09	\$18.63
04	\$17.16	\$17.68	\$18.04	\$18.58	\$19.14
05	\$17.62	\$18.15	\$18.52	\$19.07	\$19.65
06	\$18.06	\$18.61	\$18.98	\$19.56	\$20.14
07	\$18.53	\$19.09	\$19.47	\$20.06	\$20.67
08	\$18.98	\$19.55	\$19.94	\$20.54	\$21.16

Job Title: **Dispensing Optician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.94	\$18.48	\$18.85	\$19.42	\$20.00
02	\$18.77	\$19.33	\$19.72	\$20.31	\$20.93
03	\$19.60	\$20.19	\$20.59	\$21.21	\$21.85
04	\$20.43	\$21.04	\$21.47	\$22.11	\$22.78
05	\$21.27	\$21.91	\$22.35	\$23.02	\$23.72
06	\$22.10	\$22.77	\$23.22	\$23.92	\$24.64
07	\$22.94	\$23.63	\$24.11	\$24.83	\$25.58
08	\$23.76	\$24.48	\$24.97	\$25.72	\$26.49

Job Title: **Durable Medical Equipment Specialist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$23.11	\$23.80	\$24.28	\$25.01	\$25.77
02	\$23.80	\$24.52	\$25.01	\$25.77	\$26.54
03	\$24.49	\$25.23	\$25.73	\$26.51	\$27.31
04	\$25.19	\$25.95	\$26.47	\$27.26	\$28.09
05	\$25.86	\$26.64	\$27.18	\$27.99	\$28.84
06	\$26.55	\$27.35	\$27.90	\$28.74	\$29.60
07	\$27.25	\$28.07	\$28.63	\$29.49	\$30.38
08	\$27.93	\$28.77	\$29.35	\$30.23	\$31.14
09	\$29.05	\$29.93	\$30.53	\$31.45	\$32.39

Job Title: **Eye Care Support Specialist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$14.98	\$15.43	\$15.74	\$16.21	\$16.70
02	\$15.41	\$15.87	\$16.19	\$16.68	\$17.19
03	\$15.84	\$16.32	\$16.65	\$17.15	\$17.67
04	\$16.26	\$16.75	\$17.09	\$17.61	\$18.14
05	\$16.71	\$17.21	\$17.56	\$18.09	\$18.63
06	\$17.13	\$17.65	\$18.00	\$18.54	\$19.10
07	\$17.57	\$18.10	\$18.47	\$19.02	\$19.60
08	\$17.99	\$18.54	\$18.91	\$19.48	\$20.07

Job Title: **Finishing Optician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.39	\$17.91	\$18.27	\$18.82	\$19.39
02	\$17.94	\$18.48	\$18.85	\$19.42	\$20.00
03	\$18.47	\$19.03	\$19.41	\$19.99	\$20.60
04	\$19.03	\$19.60	\$19.99	\$20.60	\$21.22
05	\$19.56	\$20.15	\$20.56	\$21.18	\$21.81
06	\$20.11	\$20.71	\$21.13	\$21.77	\$22.42
07	\$20.65	\$21.28	\$21.70	\$22.36	\$23.03
08	\$21.48	\$22.13	\$22.57	\$23.25	\$23.95

Job Title: **Finishing Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$13.79	\$14.21	\$14.49	\$14.93	\$15.38
02	\$14.18	\$14.61	\$14.90	\$15.35	\$15.82
03	\$14.58	\$15.02	\$15.32	\$15.79	\$16.26
04	\$14.96	\$15.41	\$15.72	\$16.20	\$16.69
05	\$15.36	\$15.83	\$16.14	\$16.63	\$17.13
06	\$15.75	\$16.23	\$16.55	\$17.05	\$17.57
07	\$16.14	\$16.63	\$16.96	\$17.47	\$18.00
08	\$16.53	\$17.03	\$17.37	\$17.90	\$18.44

Job Title: **Histology Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$21.62	\$22.27	\$22.72	\$23.40	\$24.11
02	\$22.22	\$22.89	\$23.35	\$24.05	\$24.77
03	\$22.79	\$23.48	\$23.95	\$24.67	\$25.41
04	\$23.38	\$24.08	\$24.56	\$25.30	\$26.06
05	\$23.96	\$24.68	\$25.18	\$25.94	\$26.72
06	\$24.53	\$25.27	\$25.78	\$26.56	\$27.35
07	\$25.11	\$25.86	\$26.38	\$27.18	\$27.99
08	\$25.69	\$26.46	\$27.00	\$27.81	\$28.65

Job Title: **Holter Monitor Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.29	\$17.82	\$18.17	\$18.72	\$19.29
02	\$17.82	\$18.36	\$18.73	\$19.29	\$19.87
03	\$18.28	\$18.84	\$19.21	\$19.79	\$20.39
04	\$18.77	\$19.34	\$19.73	\$20.32	\$20.93
05	\$19.28	\$19.86	\$20.26	\$20.87	\$21.49
06	\$19.79	\$20.39	\$20.80	\$21.42	\$22.07
07	\$20.29	\$20.90	\$21.32	\$21.97	\$22.63
08	\$20.77	\$21.39	\$21.82	\$22.48	\$23.16

Job Title: **Inventory Control Specialist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$16.11	\$16.59	\$16.93	\$17.44	\$17.96
02	\$16.57	\$17.06	\$17.41	\$17.93	\$18.47
03	\$17.02	\$17.54	\$17.89	\$18.43	\$18.98
04	\$17.49	\$18.02	\$18.38	\$18.93	\$19.50
05	\$17.95	\$18.49	\$18.86	\$19.43	\$20.01
06	\$18.40	\$18.96	\$19.34	\$19.92	\$20.52
07	\$18.86	\$19.43	\$19.82	\$20.42	\$21.03
08	\$19.33	\$19.91	\$20.31	\$20.92	\$21.55

Job Title: **Massage Therapist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$21.01	\$21.65	\$22.08	\$22.75	\$23.43
02	\$21.73	\$22.38	\$22.83	\$23.52	\$24.23
03	\$22.46	\$23.14	\$23.60	\$24.31	\$25.05
04	\$23.19	\$23.89	\$24.37	\$25.10	\$25.86
05	\$23.91	\$24.63	\$25.13	\$25.88	\$26.66
06	\$24.64	\$25.38	\$25.89	\$26.67	\$27.47
07	\$25.35	\$26.12	\$26.64	\$27.44	\$28.27
08	\$26.09	\$26.87	\$27.41	\$28.24	\$29.09

Job Title: **Medical Lab Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$19.73	\$20.32	\$20.73	\$21.35	\$22.00
02	\$20.35	\$20.96	\$21.38	\$22.02	\$22.69
03	\$20.97	\$21.60	\$22.03	\$22.69	\$23.38
04	\$21.60	\$22.25	\$22.69	\$23.38	\$24.08
05	\$22.22	\$22.89	\$23.35	\$24.05	\$24.77
06	\$22.84	\$23.52	\$24.00	\$24.72	\$25.46
07	\$23.47	\$24.18	\$24.66	\$25.40	\$26.17
08	\$24.10	\$24.83	\$25.32	\$26.09	\$26.87

Job Title: **Operating Room Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$20.14	\$20.75	\$21.16	\$21.80	\$22.46
02	\$20.67	\$21.29	\$21.72	\$22.37	\$23.05
03	\$21.21	\$21.85	\$22.29	\$22.96	\$23.65
04	\$21.76	\$22.42	\$22.87	\$23.88	\$24.26
05	\$22.28	\$22.95	\$23.41	\$24.11	\$24.84
06	\$22.83	\$23.52	\$23.99	\$24.71	\$25.46
07	\$23.37	\$24.07	\$24.56	\$25.30	\$26.06
08	\$23.90	\$24.62	\$25.11	\$25.87	\$26.65

Job Title: **Optical Accounting Specialist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$16.11	\$16.59	\$16.93	\$17.44	\$17.96
02	\$16.57	\$17.06	\$17.41	\$17.93	\$18.47
03	\$17.02	\$17.54	\$17.89	\$18.43	\$18.98
04	\$17.49	\$18.02	\$18.38	\$18.93	\$19.50
05	\$17.95	\$18.49	\$18.86	\$19.43	\$20.01
06	\$18.40	\$18.96	\$19.34	\$19.92	\$20.52
07	\$18.86	\$19.43	\$19.82	\$20.42	\$21.03
08	\$19.33	\$19.91	\$20.31	\$20.92	\$21.55

Job Title: **Optical Data Processing Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$13.13	\$13.53	\$13.80	\$14.22	\$14.65
02	\$13.50	\$13.91	\$14.19	\$14.62	\$15.06
03	\$13.88	\$14.30	\$14.59	\$15.03	\$15.48
04	\$14.25	\$14.68	\$14.97	\$15.43	\$15.89
05	\$14.63	\$15.07	\$15.37	\$15.84	\$16.31
06	\$15.01	\$15.46	\$15.77	\$16.24	\$16.73
07	\$15.37	\$15.84	\$16.16	\$16.64	\$17.14
08	\$15.75	\$16.23	\$16.55	\$17.05	\$17.57

Job Title: **Optical Equipment Maintenance Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$18.89	\$19.46	\$19.85	\$20.45	\$21.07
02	\$19.49	\$20.08	\$20.49	\$21.10	\$21.74
03	\$20.07	\$20.68	\$21.09	\$21.73	\$22.38
04	\$20.68	\$21.30	\$21.73	\$22.38	\$23.06
05	\$21.26	\$21.90	\$22.34	\$23.01	\$23.70
06	\$21.86	\$22.52	\$22.97	\$23.66	\$24.37
07	\$22.44	\$23.11	\$23.58	\$24.29	\$25.02
08	\$23.04	\$23.73	\$24.21	\$24.94	\$25.69

Job Title: **Optical Expediter**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$15.01	\$15.46	\$15.77	\$16.24	\$16.73
02	\$15.43	\$15.89	\$16.21	\$16.70	\$17.21
03	\$15.85	\$16.33	\$16.66	\$17.16	\$17.68
04	\$16.29	\$16.78	\$17.12	\$17.63	\$18.16
05	\$16.72	\$17.23	\$17.57	\$18.10	\$18.65
06	\$17.16	\$17.67	\$18.03	\$18.57	\$19.13
07	\$17.58	\$18.11	\$18.47	\$19.03	\$19.60
08	\$18.00	\$18.54	\$18.92	\$19.49	\$20.08

Job Title: **Optical Lab Assistant**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$11.90	\$12.26	\$12.50	\$12.88	\$13.27
02	\$12.24	\$12.61	\$12.87	\$13.26	\$13.66
03	\$12.58	\$12.96	\$13.22	\$13.62	\$14.03
04	\$12.92	\$13.31	\$13.58	\$13.99	\$14.41
05	\$13.26	\$13.66	\$13.93	\$14.35	\$14.79
06	\$13.60	\$14.01	\$14.29	\$14.73	\$15.17
07	\$13.94	\$14.36	\$14.65	\$15.09	\$15.54
08	\$14.27	\$14.70	\$15.00	\$15.45	\$15.92

Job Title: **Optical Stock Clerk I**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$11.90	\$12.26	\$12.50	\$12.88	\$13.27
02	\$12.24	\$12.61	\$12.87	\$13.26	\$13.66
03	\$12.58	\$12.96	\$13.22	\$13.62	\$14.03
04	\$12.92	\$13.31	\$13.58	\$13.99	\$14.41
05	\$13.26	\$13.66	\$13.93	\$14.35	\$14.79
06	\$13.60	\$14.01	\$14.29	\$14.73	\$15.17
07	\$13.94	\$14.36	\$14.65	\$15.09	\$15.54
08	\$14.27	\$14.70	\$15.00	\$15.45	\$15.92

Job Title: **Optical Stock Clerk II**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$13.79	\$14.21	\$14.49	\$14.93	\$15.38
02	\$14.18	\$14.61	\$14.90	\$15.35	\$15.82
03	\$14.58	\$15.02	\$15.32	\$15.79	\$16.26
04	\$14.96	\$15.41	\$15.72	\$16.20	\$16.69
05	\$15.36	\$15.83	\$16.14	\$16.63	\$17.13
06	\$15.75	\$16.23	\$16.55	\$17.05	\$17.57
07	\$16.14	\$16.63	\$16.96	\$17.47	\$18.00
08	\$16.53	\$17.03	\$17.37	\$17.90	\$18.44

Job Title: **Optometry Assistants**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$15.92	\$16.40	\$16.73	\$17.24	\$17.76
02	\$16.39	\$16.89	\$17.23	\$17.75	\$18.79
03	\$16.85	\$17.36	\$17.71	\$18.24	\$18.79
04	\$17.32	\$17.84	\$18.20	\$18.75	\$19.31
05	\$17.76	\$18.30	\$18.66	\$19.23	\$19.81
06	\$18.23	\$18.78	\$19.16	\$19.73	\$20.33
07	\$18.70	\$19.26	\$19.65	\$20.24	\$20.85
08	\$19.14	\$19.72	\$20.11	\$20.72	\$21.34

Job Title: **Orthopedic Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$19.28	\$19.86	\$20.26	\$20.87	\$21.50
02	\$19.382	\$20.42	\$20.83	\$21.45	\$22.10
03	\$20.39	\$21.01	\$21.43	\$22.07	\$22.74
04	\$20.94	\$21.57	\$22.01	\$22.67	\$23.35
05	\$21.48	\$22.13	\$22.57	\$23.25	\$23.95
06	\$22.04	\$22.71	\$23.16	\$23.86	\$24.58
07	\$22.60	\$23.28	\$23.75	\$24.47	\$25.20
08	\$23.14	\$23.84	\$24.32	\$25.05	\$25.80
09	\$24.30	\$25.03	\$25.53	\$26.30	\$27.09

Job Title: **Oxygen Care Manager**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$23.11	\$23.80	\$24.28	\$25.01	\$25.77
02	\$23.80	\$24.52	\$25.01	\$25.77	\$26.54
03	\$24.49	\$25.23	\$25.73	\$26.51	\$27.31
04	\$25.19	\$25.95	\$26.47	\$27.26	\$28.09
05	\$25.86	\$26.64	\$27.18	\$27.99	\$28.84
06	\$26.55	\$27.35	\$27.90	\$28.74	\$29.60
07	\$27.25	\$28.07	\$28.63	\$29.49	\$30.38
08	\$27.93	\$28.77	\$29.35	\$30.23	\$31.14
09	\$29.05	\$29.93	\$30.53	\$31.45	\$32.39

Job Title: **Physical Therapy Assistant**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$19.39	\$19.97	\$20.37	\$20.99	\$21.62
02	\$19.92	\$20.52	\$20.94	\$21.57	\$22.22
03	\$20.47	\$21.09	\$21.51	\$22.16	\$22.83
04	\$21.06	\$21.69	\$22.13	\$22.80	\$23.48
05	\$21.60	\$22.25	\$22.69	\$23.38	\$24.08
06	\$22.15	\$22.81	\$23.27	\$23.97	\$24.69
07	\$22.71	\$23.39	\$23.86	\$24.58	\$25.32
08	\$23.28	\$23.98	\$24.46	\$25.20	\$25.96

Job Title: **Polysomnograph Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.94	\$18.48	\$18.85	\$19.42	\$20.00
02	\$18.44	\$18.99	\$19.38	\$19.96	\$20.56
03	\$18.97	\$19.54	\$19.93	\$20.53	\$21.15
04	\$19.48	\$20.07	\$20.47	\$21.09	\$21.72
05	\$19.98	\$20.59	\$21.00	\$21.63	\$22.28
06	\$20.51	\$21.13	\$21.55	\$22.20	\$22.87
07	\$21.01	\$21.65	\$22.08	\$22.75	\$23.43
08	\$21.54	\$22.19	\$22.63	\$23.31	\$24.02

Job Title: **Pulmonary Function Therapist**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$23.11	\$23.80	\$24.28	\$25.01	\$25.77
02	\$23.80	\$24.52	\$25.01	\$25.77	\$26.54
03	\$24.49	\$25.23	\$25.73	\$26.51	\$27.31
04	\$25.19	\$25.95	\$26.47	\$27.26	\$28.09
05	\$25.86	\$26.64	\$27.18	\$27.99	\$28.84
06	\$26.55	\$27.35	\$27.90	\$28.74	\$29.60
07	\$27.25	\$28.07	\$28.63	\$29.49	\$30.38
08	\$27.93	\$28.77	\$29.35	\$30.23	\$31.14
09	\$29.05	\$29.93	\$30.53	\$31.45	\$32.39

Job Title: **Respiratory Care Practitioner**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$23.11	\$23.80	\$24.28	\$25.01	\$25.77
02	\$23.80	\$24.52	\$25.01	\$25.77	\$26.54
03	\$24.49	\$25.23	\$25.73	\$26.51	\$27.31
04	\$25.19	\$25.95	\$26.47	\$27.26	\$28.09
05	\$25.86	\$26.64	\$27.18	\$27.99	\$28.84
06	\$26.55	\$27.35	\$27.90	\$28.74	\$29.60
07	\$27.25	\$28.07	\$28.63	\$29.49	\$30.38
08	\$27.93	\$28.77	\$29.35	\$30.23	\$31.14
09	\$29.05	\$29.93	\$30.53	\$31.45	\$32.39

Job Title: **Sleep Lab Assistant**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$14.53	\$14.97	\$15.27	\$15.73	\$16.21
02	\$14.96	\$15.42	\$15.73	\$16.20	\$16.69
03	\$15.37	\$15.84	\$16.16	\$16.64	\$17.15
04	\$15.77	\$16.25	\$16.57	\$17.07	\$17.59
05	\$16.18	\$16.67	\$17.00	\$17.52	\$18.05
06	\$16.60	\$17.10	\$17.45	\$17.97	\$18.51
07	\$17.01	\$17.52	\$17.88	\$18.42	\$18.97
08	\$17.43	\$17.96	\$18.32	\$18.87	\$19.44

Job Title: **Surfacing Optician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$17.39	\$17.91	\$18.27	\$18.82	\$19.39
02	\$17.94	\$18.48	\$18.85	\$19.42	\$20.00
03	\$18.47	\$19.03	\$19.41	\$19.99	\$20.60
04	\$19.03	\$19.60	\$19.99	\$20.60	\$21.22
05	\$19.56	\$20.15	\$20.56	\$21.18	\$21.81
06	\$20.11	\$20.71	\$21.13	\$21.77	\$22.42
07	\$20.65	\$21.28	\$21.70	\$22.36	\$23.03
08	\$21.48	\$22.13	\$22.57	\$23.25	\$23.95

Job Title: **Surfacing Technician**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$13.79	\$14.21	\$14.49	\$14.93	\$15.38
02	\$14.18	\$14.61	\$14.90	\$15.35	\$15.82
03	\$14.58	\$15.02	\$15.32	\$15.79	\$16.26
04	\$14.96	\$15.41	\$15.72	\$16.20	\$16.69
05	\$15.36	\$15.83	\$16.14	\$16.63	\$17.13
06	\$15.75	\$16.23	\$16.55	\$17.05	\$17.57
07	\$16.14	\$16.63	\$16.96	\$17.47	\$18.00
08	\$16.53	\$17.03	\$17.37	\$17.90	\$18.44

Job Title: **Surgical Assistant**

Effective Date:	10/01/08	10/01/09	4/01/10	10/01/10	10/01/11
Tenure Step					
01	\$20.79	\$21.42	\$21.85	\$22.50	\$23.18
02	\$21.99	\$22.66	\$23.11	\$23.81	\$24.52
03	\$23.19	\$23.88	\$24.36	\$25.10	\$25.85
04	\$24.39	\$25.12	\$25.63	\$26.40	\$27.19
05	\$25.57	\$26.34	\$26.87	\$27.67	\$28.51
06	\$26.76	\$27.56	\$28.12	\$28.96	\$29.84
07	\$27.94	\$28.78	\$29.36	\$30.24	\$31.15
08	\$29.13	\$30.01	\$30.61	\$31.53	\$32.48

3. **Tenure Steps:**

Tenure Step	Tenure Months Except Dental Lab	Tenure Months Dental Lab
01	00	00
02	06	12
03	12	24
04	18	36
05	24	48
06	30	60
07	36	
08	42	

4. The following classifications received an equity adjustment per section 2.A.2 of the National Agreement.

Classification	Year One	Year Two
Histology Technician	\$.62/hr	\$.33/hr
Advanced Dispensing Optician, Licensed	.62/hr	.33/hr
Operating Room Technician	.62/hr	.33/hr
Respiratory	.62/hr	.33/hr
Bronchoscopy Specialist	.62/hr	.33/hr
Pulmonary Function Therapist	.62/hr	.33/hr

APPENDIX B: ORTHOPEDIC TECHNICIANS

1. The Orthopedic Technicians covered by this agreement in the BKMO area are to assigned to one facility in the area as their work site. They may be assigned to work at facilities other than their assigned work site.

2. Articles in this collective bargaining agreement which describe seniority and scheduling rights will be applied to the entire workgroup assigned to the work site.

APPENDIX C: THANKSGIVING HOLIDAY (Histotechnicians only):

For Histotechnicians working the night shift, Thanksgiving holiday pay will be administered as follows: the night shift will work Wednesday from 23:00 to 0:730 at straight time, and receive holiday pay for Thursday 23:00 to 07:30.

APPENDIX D: SCHEDULING OF FLOAT OPTICIANS AND REPLACEMENT CONTACT LENS TECHNICIANS

1. Monthly Schedule:
 - a. The monthly paper schedule will be arranged so as to first provide the respective coded hours to float employees. Every effort will be made to assign available hours to coding in order of seniority. This will be accomplished on a monthly basis. Any discrepancy in allotment of hours, at the end of the month, should be brought to the attention of the appropriate director or scheduler by the 15th of the following month. The schedulers will then make up for the discrepancy by the end of the 3rd month.
 - b. Seniority will determine who is assigned hours above coding on the monthly paper schedule for all employees according to Article 5.F of this bargaining agreement.
2. Additional Assignments:
 - a. Following the distribution of the monthly paper schedule, additional work assignments often become available. These will be assigned by phone or email by the location supervisor / designee and will be given out according at Article 5.F of this bargaining agreement.
 - b. If licensing requirements preclude assigning the most senior employee, the most senior licensed employee will be given the additional assignment.
3. Emergency Replacements:
 - a. The help provide replacements for emergency absences (illness, personal emergency, etc.), the month paper schedule will show LTBA (location to be announced”), when replacement staff is available and needed as determined by the supervisor, with the shift start / end time in at least one slot per day. This designation is a signal to the supervisors that the individual is scheduled to work and is waiting to be notified of a work location.
 - b. Every effort will be made for the “LTBA” to be given to employees in reverse order of seniority. In the event of need, the sick-call Coordinator will call the “LTBA” individual first.
 - c. On days when the “LTBA” employee is not needed, the sick-call Coordinator will invoke Article 5.D. (Reporting Pay).

APPENDIX E: ADVANCED DISPENSING OPTICIANS

Advanced Dispensing Opticians shall meet the following qualifications:

1. Will perform the duties of a Dispensing Optician and/or Contact Lens Technician as given in the attached job descriptions. May be a core or float employee.
2. Shall hold a current Washington State Optician's License.
3. Shall be able and willing to mentor/train apprentice opticians. All apprentices will work toward Washington State Optician Licenses, but the mentoring may take place at both Washington and Oregon Kaiser Optical locations.
4. Shall be able and willing to cross-train in the procedures of both contact lens and eyeglass dispensing. The employer will provide this cross-training. The optician will thereafter be available for appropriate assignments in either department. Such assignments shall be in accordance with other staffing provisions of this Agreement.
5. Failure to meet the above requirements will result in the loss of Advanced Dispensing Optician designation and the return to former position and pay grade.

APPENDIX F: LETTER OF UNDERSTANDING

August 31, 2000

The Union and Management agree that a communication document will be developed that explains the procedures and processes for Short Term Disability. This document will be given to employees at the time they apply for Short Term Disability and will be included on the Human Resources website for access by all employees.

Vacation Donation

Employees may donate accrued vacation to be deposited to the emergency leave bank for another employee on an approved leave of absence. An employee on an approved leave of absence due to a serious life circumstance, who has exhausted all paid leave, may receive donated vacation time for the duration of the leave. A serious life circumstance is defined as a medical condition of the employee that will require a prolonged absence of the employee from work and will result in a substantial loss of income because the employee's paid leave has been exhausted. Donating and receiving vacation hours is entirely voluntary.

The prospective donor may initiate a donation by completing a Donation of Vacation Form and forwarding it to the Human Resources Service Center. The form will include the recipient's name. If the recipient declines the donation for any reason, the donated hours will be returned to the donor.

Wage Placement

The Experience Worksheet will be used to calculate placement on the wage scale for new hires or employees transferring to an OFNHP technical job. If an issue arises due to the outcome of using the Experience Worksheet for placing an employee on the wage scale, the parties agree to review the information and mutually arrive at a resolution.

APPENDIX G: LETTER OF UNDERSTANDING

The following represents agreement between Kaiser Permanente and Oregon Federation of Nurses and Health Professionals Technical Employees. This agreement is effective October 1, 2005 through September 30, 2011.

ATTENDANCE

We will resolve at local tables and attempt to implement in 2006 as soon as possible. (See pg. 14 of the draft National Agreement.)

BACKFILL

By December 1, 2005 Medical, Dental and Human Resource senior leaders will meet with union leaders to consider how to implement the backfill commitments of the National Agreement, taking into account consideration of the concept of core staffing.

They may appoint an oversight and planning group.

HRIS August 30 memo from Peter DiCicco and Leslie Margolin

We will incorporate from the August 30 memo from Peter DiCicco and Leslie Margolin the consistency provisions into local contracts. The provisions on that memo should “replace any sections of the language that are contrary to (these) provisions, or be added where the current language is silent.”

HRIS Local List

Mid-year open enrollment. There will be one open enrollment. It will be in January. This does not affect current practices regarding BAH and changes due to changes in major life circumstances

Vacation “lump sum” deposit on anniversary dates. Lump-sum vacation payments typically given on the anniversary date at which time vacation or PTO accrual increase will be discontinued. Instead, the higher accrual rate will begin one-year prior.

Vacation accrual goes to on-call in Local 555 Pharmacy Contract. On-call employees in the pharmacy will not accrue vacation.

Medical, Dental, and Group life Insurance eligibility is sometimes defined as after 30-31 days or after 90 91 days –

In all contracts where applicable, these references need to change to 1 month and 3 months

INCLEMENT WEATHER

By January 1, 2006 Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to review the inclement weather policy.

INPATIENT SITE SPECIALISTS, INPATIENT APPLICATION COORDINATORS, INPATIENT TRAINING/CURRICULUM DEVELOPERS AND OTHER RELATED POSITIONS.

By November 1, 2005, the parties will develop a process to resolve the union representation questions of these positions. The parties will rely on the process outlined in the KP HealthConnect Effects Bargaining Agreement to resolve these questions.

LANGUAGE FOR BARGAINING UNIT JURISDICTION WHILE IN THE IDM PROGRAM

An employee who is returned to work in a temporary assignment, as designated by the Integrated Disability Management Program, will continue membership in their original bargaining unit, will accrue seniority as defined in the collective bargaining agreement, and will pay dues and fees to their current union.

When it is determined an employee with an accepted Workers Compensation claim may not return to their job due to permanent disability/work limitations but is able to perform work with the employer in a different position and/or job title, the employee will be awarded an available and suitable job for which they are qualified. When it is determined an employee who has a non-occupational injury or illness may not return to their job due to permanent disability, the employee will be awarded an open and appropriate job for which they are qualified as part of the normal job bidding process for the open position, recognizing the contractual seniority provisions. In both circumstances, the employees will be given preference for placement over outside applicants. At such time as the employee is permanently placed into a new position, they will become a member of the new bargaining unit and will assume all rights and responsibilities of that bargaining unit position, without loss of seniority as defined by their previous bargaining unit position. (Refer to the National Agreement, Workplace Safety)

PENSION TRUST FUND

The parties agree to review the status of the Oregon Federation of Nurses and Health Professionals Kaiser Foundation Health Plan Retirement Plan and Trust during the life of the agreement to consider whether to change this plan to a Kaiser-sponsored pension plan. Any change will be by mutual agreement - and for the unions – all three unions must make a consistent decision.

POST RATIFICATION ECONOMIC ISSUES

Certain unresolved compensation-related issues may be resolved after ratification. In cases where processes developed at local bargaining table do not resolve the issue, either party may refer unresolved issues to the senior medical or dental manager in the Health Plan who will work with the senior leader of the local union(s) to resolve the matter. Decisions or a failure to reach agreement at this point are final and binding.

SHOP STEWARDS

In support of commitments in the National Agreement, the parties agree to:

- Continue the shop steward councils at 4 hours of paid time per month
- Provide for up to 8 hours of training for new shop stewards.
- Provide additional training as mutually-agreed and with mutually-developed curriculum
- Explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.

WORKFORCE PLANNING

By December 1, 2005 Medical, Dental and Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to consider how to implement the workforce planning commitments of the National Agreement in collaboration with the Northwest Workforce Planning Committee.

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