

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

**Between**

**KAISER FOUNDATION HEALTH PLAN  
KAISER FOUNDATION HOSPITAL**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS**

**INTERNATIONAL UNION**

**Locals 135, 324, 770, 1167, 1428 and 1442**

**October 1, 2015 – February 1, 2020**

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## Agreement

This Agreement is entered into and effective as of this first day of October 2015, by and between Kaiser Foundation Health Plan, Kaiser Foundation Hospital hereinafter referred to as the "Employer," and Locals 135, 324, 770, 1167, 1428 and 1442, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

The foremost obligation to the Employer and the employees is to assure Health Plan members and the public that prescriptions and pharmaceutical services be handled in accordance with the highest professional standards of pharmacy. The Employer and the employees pledge full cooperation in such mutual undertaking. Furthermore, it is agreed that providing high quality patient care and service is an obligation of all employees, regardless of position or profession, and such employees are expected to perform in an efficient, courteous and dignified manner when interacting with fellow employees, patients, public and customers.

100     ARTICLE I – RECOGNITION AND COVERAGE

101     The Employer recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment.

102     Employees covered by this Agreement are those employees within the Employer's Pharmacy Operations located in the Southern California Region and within the geographical jurisdiction of the Union for whom job titles are listed in Appendix A, but shall exclude all other employees of the Employer including supervisory personnel as defined in the National Labor Relations act, as amended, and those employees covered by other labor agreements.

103     Bargaining Unit Work

104     All work currently performed in a licensed pharmacy in the nature of work generally performed by employees within the bargaining unit shall not be assigned to any person not in the bargaining unit or contracted for with any other union except as provided for in Paragraph 106.

105     Any future work of the nature generally performed by employees in the bargaining unit created by the Employer shall be performed by members of the bargaining unit as set forth in this Agreement except as provided for in Paragraph 106.

106     The parties recognize that to maintain the orderly functioning of the licensed pharmacies, it is necessary to maintain the customary pattern of utilization of non-supervisory pharmacists and bargaining unit personnel. It is the Employer's intent not to establish jobs or job titles for the purpose of excluding employees from the bargaining unit. The parties agree that this flexibility is necessary in order for Health Plan members to receive prescriptions and pharmaceutical services in accordance with the highest standards of pharmacy.

107     The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action, and it is not

the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the bargaining unit as established in this Article.

108 One (1) supervisor as defined in Paragraphs 102 and 107 shall be permitted to perform bargaining unit work at each licensed pharmacy provided that one (1) full-time or part-time bargaining unit employee is assigned to that licensed pharmacy.

109 Except as provided in Paragraph 108, supervisors will not perform bargaining unit work.

200 ARTICLE II – MANAGEMENT

201 All rights of management are vested solely with the Employer in the operation of the business and are limited only by the specific provisions of this Agreement.

300 ARTICLE III – UNION SECURITY AND REPRESENTATION

301 Membership Requirements

302 Present Union Members

303 All present employees covered by this Agreement who are members of the Union as of the date of execution of this Agreement shall, as a condition of employment, remain members of the Union in good standing.

304 Future Union Members

305 All present employees covered by this Agreement who are not members of the Union as of the date of execution of this Agreement and all employees covered by this Agreement, who are hired thereafter shall, as a condition of continued employment, become members of the Union by the thirty-first (31st) day from the date of hire, date of execution or effective date of this Agreement, whichever is later, and thereafter remain members of the Union in good standing.

306 Membership Obligation

307 The Union will advise the Employer, at the appropriate Human Resource Office, in writing, when any employee has failed to acquire or maintain Union membership as required by this Agreement. Immediately upon receipt of said notice, the Employer shall advise said employee(s) that they will no longer be scheduled for hours of work on the subsequent weekly schedule until said employee(s) give evidence of compliance or the Union notifies the Employer of such compliance. Failure to comply within seven (7) days after removal from the schedule, said employee(s) shall be terminated, if such termination is not in violation of existing law.

308 The parties agree that if an employee provides evidence of compliance in accordance with Paragraph 307 or the Union notifies the Employer of such compliance, the Employer will within a seven (7) day period attempt to restore the employee to the schedule. However, if not possible, the employee(s) will be placed on the subsequent weekly schedule.

309 Dues Check-Off

310 The Employer shall deduct Union dues and initiation fees, by the amount uniformly required by the Union, for all employees who have voluntarily submitted appropriate written authorization to the Employer. Said authorizations shall be irrevocable only for a period of one (1) year or to the termination date of this Agreement, whichever occurs first. Dues deductions shall be made monthly and shall be remitted to the Union as soon as possible, after they are deducted by the Employer. Initiation fees shall be deducted on a biweekly basis for a time frame of twenty-six (26) pay periods. It shall be the Union's responsibility to keep accurate accounting of each employee's dues and initiation fees deductions and to adjust any discrepancies directly with said employee.

311 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Employer under this check-off provision. Said indemnification shall be limited to the amounts that are checked off or should have been checked off, which caused the dispute.

312 Notice of Job Vacancy

313 The Employer shall notify the Union of new hire vacancies in positions covered by this Agreement.

314 Hire and Transfer Notice

315 On the basis of each pay period, but in no event less than twice a month, the Employer will provide the Union a list of employees hired, or transferred between pharmacies, to include the employee's name, address, telephone number, Social Security number, job classification, title, rate of pay, date of hire or transfer, and location of the pharmacy where employed.

316 New Hire Probation

317 For each newly hired employee the first ninety (90) calendar days of employment shall be considered a trial and evaluation period. Upon completion of such ninety (90) day period, seniority rights shall date back to the initial date of employment in accordance with the provisions of Article IX of this Agreement. Upon completion of the original probationary period, the Employer may extend the new hire probationary period up to an additional thirty (30) calendar days, with mutual consent of the Union, and the employee will be advised of the extension and the purpose.

318 An employee who fails to pass the probationary period will be subject to termination without recourse to the grievance and arbitration procedure.

319 Health Screening

320 Employees who are required as a condition of employment or continued employment to submit to a mandatory Health Screening and/or annual screening shall be notified in writing by the Employer of such requirement and each employee shall be given a reasonable time period within which to complete the examination. The cost of such Health Screenings shall be borne by the Employer.

321 Access of Business Representatives

322 It is agreed that authorized representatives of the Union shall have the right to conduct Union business within a licensed pharmacy and shall have access to bargaining unit employees in their work areas during visits for the purpose of making inquiries concerning working conditions, complaints of members of the Union, and other matters pertaining to the enforcement of this Agreement. The Union representative will notify the supervisor, or in absence of supervisor, a designee, in advance or upon arrival of visit. The supervisor will arrange with the Union for investigations and meetings between employees and Union representatives. Such meetings and investigations shall be conducted in a place designated by the supervisor, with the least possible interference of the operation of the licensed pharmacy, and shall be limited to one (1) employee at a time. The Employer agrees to permit the Union representative, upon request, to review the current roster of employees.

323 Bulletin Boards

324 The Employer will provide one (1) bulletin board for the exclusive use of the Union at each licensed pharmacy where bargaining unit employees are regularly employed. Placement and size will be by mutual agreement.

325 Union Principles

326 The Employer shall not discharge or discriminate against any employee for upholding Union principles, as long as such act does not constitute a violation of this Agreement, and nothing herein shall be so construed as to abrogate an employee's right under the law, including the right individually to refuse to cross a bona fide picket line established in a bona fide dispute by any bona fide labor organization.

327 Union Stewards

328 The parties have agreed we share a joint commitment to support union stewards and recognize and enhance their vital role in the workplace.

329 The parties agree to jointly promote greater utilization of stewards and develop a process to release stewards for authorized activities. Stewards may be notified to participate in discipline/corrective action meetings and shall be made whole for attendance at such meetings.

330 The Employer will make every effort to allow access to secure mail, use of facsimile, telephone, copier, computer and email for joint Employer/Union business communication. Use of Employer equipment will not occur on company time unless so authorized by the Employer.

400 ARTICLE IV – STRIKES AND LOCKOUTS

401 It is the express intent of the parties that for the duration of this Agreement, the procedure provided under the Grievances and Arbitration Article for handling disputes shall serve as the means for peaceful settlement of problems which may arise.

402 The Employer and the Union realize that a medical care program is different from other industries because of its services rendered to the community and for humanitarian reasons, and agree that there will be no lockouts on the part of the Employer, nor

suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strikes, lockouts, or work stoppages during the term of this Agreement.

500 ARTICLE V – NEW OR REVISED JOBS

501 At such time as the Employer establishes a new job, or changes the job content of an existing job, a job description shall be written and a rate established for such new or changed job in accordance with the following procedure:

502 Job Description and Rate

503 When a new job is to be established or an existing job is to be revised, the Employer will prepare a job description setting forth the duties of the new or revised job.

504 The Employer will also prepare a proposed rate to be applied to said job. Such rate shall be based upon the requirements of the job under consideration, its relation to the Employer's rate structure and to existing jobs. A change in job duties shall not necessarily require a change in rate.

505 Such description and proposed rate shall be presented to the Union in writing not less than twenty-one (21) workdays (excluding Saturday, Sunday and holidays) prior to the assignment of any employee to the job. The purpose of this action will be to reach agreement with the Union concerning the content of the job description and proposed rate.

506 Should agreement be reached with the Union subject to the approval of the Union, the job and rate shall be placed in effect on a permanent basis and the rate shall not be subject to change except upon a subsequent revision of the job duties.

507 Trial Period

508 In the event no agreement is reached on the rate during such twenty-one (21) workday (excluding Saturday, Sunday and holidays) period, the Employer may place the proposed rate into effect, and the Union may use the grievance procedure in objecting to the permanent rate for the job. If no grievance is filed, the proposed rate shall become a permanent rate.

509 Permanent Rate

510 When the rate has been fixed by mutual agreement, or has become permanent under one of the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be deemed to be the date the job description and proposed rate were placed in effect by the Employer.

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

512 Lead Classification Selection

513 Selection for lead classification may include a structured interview consisting of a written portion and/or oral presentation. All candidates for a specific position will undergo the same process. Seniority will be used as a determining factor for candidates who have demonstrated equivalent merit and ability during the interview process.

514 The employer shall determine whether or not to utilize the lead classification with the requirement that such individual must be responsible for at least three (3) other bargaining unit members.

515 The duties of a lead position included by will not necessarily be limited to:

- Functional Direction
- Scheduling
- Training
- Calling in replacement

516 Leads will not be involved with the issuance of discipline / corrective action or addressing performance management issues with other bargaining unit members.

600 ARTICLE VI – COMPENSATION

601 Wages

602 The Schedule of Rates, Appendix A, sets forth the classification and applicable rates of pay for employees covered by this Agreement.

603 Shift Differentials

604 In addition to the applicable straight time or overtime rate, all hours worked between 6:00 p.m. and Midnight and all hours worked between Midnight and 8:00 a.m. will be paid to employees in accordance with the following schedule:

<u>6:00 p.m. – Midnight</u>	<u>Midnight – 8:00 a.m.</u>
\$1.10/hour	\$1.50/hour

605 Shift differential will be paid only on hours worked. Shift differential shall be included as part of the base pay for purposes of calculating overtime pay.

606 Step Increases – Part-time

607 Step increases for “part-time” employees shall be at the rate of 2,000 paid hours to 1 Year Step, 4,000 paid hours to the 2 Year Step and 6,000 paid hours to the 3 Year Step.

608 Intern Pharmacists

609 Wage Structure Placement

610 Intern Pharmacists will be hired at the wage rate that corresponds with the number of completed years of school.

611 Step Increases

612 Intern Pharmacists will receive step increases at the completion of each additional year of school. All step increases for the intern pharmacists will be effective the beginning of the first pay period in September of each year.

613 Promotion – Wage Structure Placement

614 In the event an employee is promoted to a higher rated classification, the rate will be adjusted to the appropriate rate of the same tenured step for the new classification as of the date the employee first assumes the duties of said higher rated classification. If an employee is scheduled for a step increase within sixty (60) days of the promotion, the employee will be advanced one (1) step at the time of promotion.

615 Promotion – Future Step Increases

616 Employees who transfer as noted above shall receive future step increases in the new position based upon calendar months of service in the new position for full-time employees and based upon hours paid in the new position for part-time employees.

617 Longevity Pay

618 A longevity differential will be provided to all employees after ten (10) years of service and fifteen (15) years of service. Part-time employees will receive such longevity increase after attaining 20,800 hours and 31,200 hours, respectively. The longevity differential will be paid in accordance with the following schedule:

10-Year Longevity	15-Year Longevity
\$0.30/Hour	\$0.40/Hour

619 Employees in the lead classification rate shall be established at one dollar (\$1.00) per hour over their hourly rate of pay for all hours worked.

620 Nonpyramiding

621 There shall be no pyramiding or combination of one (1) premium pay with another or of premium pay with overtime, but only the highest applicable rate shall be paid. Hours paid at an overtime or premium rate will not be duplicated, and to the extent that hours are paid at an overtime or premium rate, such hours will not be counted further for purposes of calculating overtime for any other hours or days. Time paid for, but not worked, shall not count as time worked for purposes of calculating overtime or premium payments.

622 Parking

623 For the term of this Agreement, bargaining unit employees will not be charged for parking provided for the employees by the Employer, and proper security shall be maintained. The Employer will maintain free parking unless mandated by regulation to charge for parking.

624 Work Performed Above Classification

625 Employees who work in a higher-rated classification for one and one-half (1 1/2) or more hours during a regularly scheduled day of work, shall receive the higher rate of pay for the day worked in the higher classification.

626 Travel

627 Employees will be assigned to one (1) particular Area Pharmacy Operation of the Employer, and will be subject to work assignments in all corresponding pharmacies within that area; such assignments may of necessity result in crossing of Union Local boundaries which shall not result in jurisdictional disputes. The Employer will normally request employees to voluntarily accept a temporary assignment at another licensed pharmacy, in cases of emergencies, Sick Leave, etc., otherwise, should no employee volunteer, inverse seniority will apply.

628 Employees required to travel by the Employer during a daily work schedule shall be compensated at their regular straight time rate of pay.

629 Employees authorized to use their personal automobile for Employer business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy.

630 Employees who are required to report to a work location other than their regular work location will be paid in accordance with the Employer's prevailing organizational mileage allowance policy for all miles exceeding their normal home to regular work travel distance.

631 The Employer agrees that employees covered by the Agreement shall receive the same adjustment in mileage compensation granted to any other employee group or groups in the Southern California Region.

632 Uniforms

633 The Employer shall furnish all required uniforms. The Union members shall have the right to wear their Union buttons. The dress code policy of each medical center remains in full force and effect.

634 Employees shall be required to wear name tags.

635 Occupational Illness or Injury

636 When an employee suffers an occupational illness or injury there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When such employee returns to work following the occupational illness or injury, and is certified as ready and able to perform all regular duties, but

requires medical treatment as a result of the same illness or injury, the Employer shall adjust the work schedules without penalty to the employee, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

637 Wage and Price Controls

638 If by Presidential decree or legislative enactment, wage and price controls are instituted which cause any provisions of this Agreement to affect either of the parties adversely, such provisions may be reopened for negotiations. The party adversely affected must give fifteen (15) days' written notice to the other party in order to so reopen this Agreement. Any issues unresolved as a result of such reopening, may be submitted to final and binding arbitration by either party under the procedures set forth in the Grievances and Arbitration Article.

639 No Reduction in Rates

640 It is further agreed that no employee shall suffer any reduction in rates or general working conditions by reason of the signing of this Agreement. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser hourly rate for the purpose of avoiding any of the provisions of this Agreement.

641 Bilingual Pay

642 Employees who are routinely required (over 5% of the time) to interpret other languages (to include sign language for the hearing impaired), shall receive a Bilingual Differential in the amount of sixty-five dollars (\$65.00) per month or \$0.375 per hour, to be paid on hours worked and only to a maximum of eighty (80) hours worked per biweekly pay period. Interpretation services will adhere to all applicable regulatory requirements.

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

644 The parties agree that it may be necessary for a non-designated individual to interpret should a designated interpreter not be available. Should such limited interpretation occur, then said individual would qualify for Bilingual Differential pay if the interpretation required more than one (1) hour to complete.

645 The parties agree that if an employee declines to interpret for a reasonable reason then no discipline/corrective action will occur. Additionally, if an individual who is not qualified is required to interpret then said employee will not be held accountable for any misinterpretation.

646 A list of all qualified interpreters receiving the bilingual differential shall be posted at each facility which shall include the additional language of fluency and shall be updated bi-annually.

647 Internal Career Advancement

648 The Union and the Employer agree that offering and promoting educational and training opportunities can prove to be a benefit to both the employee and the Employer.

There is also agreement that the availability of appropriate training which enhances career mobility and provides avenues for employee growth and development is desirable for both parties. The Employer shall make every reasonable effort to meet personal needs by way of internal promotion and career development. In addition, the parties agree that the responsibility for achievement and maintenance of required licensure, certification or registration rests with the individual employee and that Employer offered training programs, workshops or seminars shall be subject to the Employer's operational needs and staffing requirements.

649 If former employees return to their Kaiser position within the bargaining unit, within a period of six (6) months from the time they left said position and Kaiser employment their pay rate will be restored.

700 ARTICLE VII – HOURS OF WORK AND OVERTIME

701 Workweek and Workday

702 The normal workweek shall be Monday through Sunday. Forty (40) hours consisting of five (5) eight (8) hour days shall constitute a normal week's work. The normal day's work shall consist of eight (8) hours to be worked within not more than nine (9) consecutive hours in a twenty-four (24) hour period beginning at 12:01 a.m. and ending at 12:00 Midnight, or shift beginning within two (2) hours before 12:01 a.m.

703 In order to provide more advantageous workweek scheduling for both the employees and the Employer, the Employer may, with the agreement of the affected employees, establish a workweek of four (4) days of ten (10) hours each as stipulated in Appendix F of this Agreement.

704 Definition of Week and Day

705 "Week," as used in this Article shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Monday, or at the shift changing hour nearest that time. "Day," as used in this Article, shall mean and consist of the twenty-four (24) hour period beginning at 12:01 a.m. and ending at 12:00 Midnight.

706 In order to provide the most advantageous workweek scheduling, which would allow for schedules such as but not limited to three (3) day weekends, every other weekend off, or consecutive days off with one day being a Saturday or Sunday, the Employer may with mutual continuing agreement with the Union establish a workweek beginning Sunday and ending Saturday and establish other modifications to the definition of workday or workweek which would benefit the bargaining unit employees.

707 Definition and Guarantee – Full-time and Part-time Employees

708 A full-time employee is defined as one who is regularly scheduled to work a normal workday of eight (8) hours of work and a normal workweek of five (5) days of work. All full-time employees shall be guaranteed a minimum of eight (8) hours of work per day upon reporting for work which may not be canceled. An employee who does not want to work an eight (8) hour shift may, by mutual written agreement with supervision, work fewer hours and be paid only for hours worked. Full-time employees scheduled to work in excess of a normal workweek may be scheduled for a workday of four (4) hours or more (a short shift).

- 709 A part-time employee is defined as one who works less than forty (40) hours in a normal workweek. All part-time employees shall be guaranteed a minimum of four (4) hours of work per day upon reporting for work which may not be canceled. An employee who does not want to work the four (4) hour shift may, by mutual written agreement with supervision, work fewer hours and be paid only for hours worked. By mutual agreement between the Employer and employee, with the continuing approval of the local Union involved, the four (4) hour minimum may be waived.
- 710 The Employer will make every effort to schedule all part-time employees a minimum of twenty-four (24) hours per week / forty-eight (48) hours per pay period. Where an employee is not scheduled forty-eight (48) hours per pay period, the Union and Employer will meet and confer to determine feasibility of scheduling the employee twenty-four (24) hours per week / forty-eight (48) hours per pay period.
- 711 In recognition of the five (5) day, forty (40) hour normal workweek provision of this Agreement, the Employer agrees that part-time jobs shall not be created or scheduled for the purpose of destroying the eight (8) hour day or forty (40) hour week principle. The Employer agrees to meet with the Union and review the general scheduling situation at any licensed pharmacy identified by the Union as having potential scheduling problems. The Employer will respond to the Union in writing within fifteen (15) workdays of such meeting. If the parties fail to resolve the issue, the Union can appeal the matter directly to the Second Step of the grievance procedure.
- 712 In cases where a part-time position is worked at forty (40) straight time hours per week on non-replacement work for a period of eight (8) consecutive pay periods, the union and the company shall meet to discuss and resolve the issue of posting said position as full-time to be bid by seniority.
- 713 It is understood that an employee's vacation time shall neither count toward nor interrupt such accumulation of eight (8) consecutive pay periods.
- 714 If the issue remains unresolved, it may be submitted by the Union to Step II under the provisions of Article X.
- 715 Overtime and Premium Pay
- 716 The overtime rate of pay of one and one-half (1 1/2) times the employee's straight time hourly rate shall be paid for:
- 717 All hours worked in excess of eight (8) hours during a normal workday or continuous hours worked in excess of eight (8) hours in any two (2) consecutive workdays.
- 718 All hours worked in excess of forty (40) hours in a normal workweek.
- 719 The premium rate of two (2) times the employee's straight time rate of pay shall be paid for:
- 720 All hours worked in excess of twelve (12) hours during a normal workday or continuous hours worked in excess of twelve (12) in any two (2) consecutive workdays.
- 721 All hours worked on a seventh (7th) consecutive day in a workweek.
- 722 All designated holiday hours worked shall count as time worked for computing weekly

overtime. A designated holiday not worked shall be paid at the straight time hourly rate in a holiday week and shall not count as time worked for the purpose of computing overtime.

723 Meal Period

724 All hours shall be worked consecutively, except for a meal period which shall be one-half (1/2) hour. The meal period may be extended to a maximum of one (1) hour with continuing mutual agreement between the Union, employee and Management. No eight (8) hour employee shall be normally scheduled for more than five (5) hours or less than three (3) hours before a meal break.

725 An employee may voluntarily combine his/her meal and break period, meaning that rest periods of fifteen (15) minutes each may be combined with the lunch break of one half (1/2) hour, in those departments where conditions permit and meet operational needs. Should the State of California revoke or fail to renew the exemption to allow the combination of meal/rest periods, employees will no longer be permitted to combine meal and rest periods.

726 Work Schedules

727 The Employer shall prepare and post a work schedule in ink for all employees showing their surname and first initial at least four (4) weeks in advance, however, in no case shall a schedule be posted later than 2:30 p.m. on the Wednesday preceding the first day of the following workweek. Any alteration in such work schedule must be made not later than 2:30 p.m. on the Wednesday of such preceding week. If the work schedule within any day is changed after 2:30 p.m. on Wednesday without reasonable cause, the matter may be subject to the grievance procedure. Where an employee's schedule is changed without reasonable cause, the employee shall be guaranteed pay for the specific days in a workweek for which he/she is scheduled to work, provided the employee is available for such work. In formulating the work schedule of any employee, a minimum of ten (10) hours shall have elapsed between the two (2) consecutive work shifts. Work performed prior to the ten (10) hours' elapsed time in violation of this Paragraph shall be paid at the appropriate overtime rate. If an employee's schedule is changed while the employee is off work and the change will effect the employee's next reporting time, the Employer will make every reasonable effort to notify the employee. No employee will be required to involuntarily work more than seven (7) consecutive days in any combination of workweeks. It is the responsibility of the employee to bring to the Employer's attention, at the time of the schedule posting, any schedule which requires the employee to work more than seven (7) consecutive days. In such situations, the schedule will be corrected.

728 In scheduling two (2) or more part-time employees, there shall be no less than two (2) hours between any two (2) or more four (4) hour schedules except when a qualified employee is not available for an eight (8) hour schedule.

729 Rotation of Work

730 Outpatient

731 Daytime Rotations: From 5:00 a.m. and before 11:00 a.m.

732 Evening Rotations: From 11:00 a.m. and before 10:00 p.m.

- 733 Night Rotations: From 10:00 p.m. and before 5:00 a.m.
- 734 Inpatient
- 735 Daytime/Evening Rotations:  
From 5:00 a.m. and before 10:00 p.m.
- 736 Night Rotations:  
From 10:00 p.m. and before 5:00 a.m.
- 737 Rotation Defined
- 738 Full-time employees shall rotate starting times and days off, with other full-time employees, within their selected rotation.
- 739 Rotation Selection
- 740 All full-time employees shall be permitted to select from daytime, evening or night rotations, or from replacement positions by classification seniority, provided they possess the skills necessary for that rotation or position (e.g., typing, sterile manufacturing, etc.), when an opening in that rotation or position exists or when the rotation is significantly changed because of a change in staffing requirements.
- 741 Exceptions to Rotation
- 742 Variations from the Rotation of Work provisions above may be implemented subject to the continuing mutual agreement of the Employer and the Union.
- 743 Days Off and Starting Times
- 744 To the extent possible, the Employer shall strive to schedule all full-time employees consecutive days off and uniform starting times each workweek.
- 745 Rest Periods
- 746 An employee working more than six (6) hours in a workday shall receive two (2) fifteen (15) minute uninterrupted rest periods during such day. The first rest period shall be given during the first half of the employee's schedule and the second period during the second half of such workday.
- 747 An employee working more than two (2) hours and not more than six (6) hours shall receive one (1) fifteen (15) minute uninterrupted rest period. This shall be given during the first four (4) hours of the employee's schedule. Employees working two (2) or more continuous hours of overtime in a day will be given one (1) additional fifteen (15) minute uninterrupted rest period.
- 748 Insofar as practicable, rest periods shall be in the middle of each work period.

749 Legal Proceedings

750 Any employee served with a legal notice, citation, or subpoena which involves any facet of the Employer's operation, or which may require the employee to appear in legal proceedings during scheduled work time, shall immediately inform the Employer of such service.

751 Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances or standby in legal proceedings at the request of the Employer.

752 Time Records

753 The Employer shall furnish forms, either time cards or other time records, on which the employee shall be required daily to record time worked on each day. Such daily record shall be verified by the Employer and employee at least biweekly and shall be available for inspection upon request by the Union representative entitled to such information. The Employer shall provide full-time employees with accrued Vacation and Sick Leave on their pay stub each pay period.

754 Sunday Guarantee

755 Any employee who works on a Sunday shall be guaranteed eight (8) hours of work upon reporting for work and such hours may not be canceled. A full-time employee who does not want to work an eight (8) hour shift may, by mutual written agreement with supervision, work fewer hours and be paid only for hours worked. On Sunday schedules, if eight (8) hour shifts create unnecessary overlapping of employees, the Employer may schedule part-time employees for four (4) hours or more, but the number of such part-time employees shall not exceed the number of full-time employees on said Sunday.

756 Voluntary Exchange of Schedules

757 Where employees request Employer approval to exchange scheduled hours of work or scheduled days off, the Employer shall not allow the employee(s) to exchange scheduled hours of work or scheduled days off if such exchange of schedules would result in a violation of applicable State or Federal laws. Where the voluntary exchange of scheduled days off would result in less than ten (10) hours between shifts, the penalty overtime provisions shall not apply. Prior Employer approval in writing of such exchange of scheduled hours of work or scheduled days off shall be required.

758 Part-time Additional Hours

759 When additional hours become available, part-time employees shall be scheduled on the basis of classification seniority. Within the employee's assigned licensed pharmacy, a part-time employee has the ability to obtain additional hours. When such hours become available, up to eight (8) hours per day and forty (40) hours per week provided the part-time employee has the qualifications and ability to perform the duties.

760 Call-Back

761 When an employee is called back to work after completing a normal workday, the employee shall receive not less than four (4) hours of pay at time and one-half (1 ½).

Such pay shall commence at the time the employee arrives at the licensed pharmacy and shall end when the employee leaves the licensed pharmacy. If the immediate work necessitating the call-back is accomplished in less than four (4) hours, at the Employer's discretion, the employee may be assigned to other work of the same general type for which the employee is qualified. An employee who does not want to work a four (4) hour shift may, by mutual written agreement with supervision, work fewer hours and be paid only for hours worked.

800 ARTICLE VIII – WORK/LIFE BALANCE/TIME OFF PROGRAM

801 Effective June 1, 2001 the program consists of Designated Holidays, Vacation, Sick Leave, and Life Balance days.

802 Section 1 – Designated Holidays

803 Designated Holidays

804 Employees shall be eligible for six (6) paid designated holidays effective on his/her date of hire. The following shall be recognized as paid designated holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

805 Designated Holiday Schedule

806 All designated holidays will be observed on the actual calendar day they fall, and all conditions and benefits applying to such designated holiday will be in effect on that day. However, if the designated holiday falls on a Saturday and the licensed pharmacy or specific nonlicensed work location is normally closed on Saturday, the designated holiday will be observed on the preceding Friday. Further, if the designated holiday falls on Sunday and the licensed pharmacy or specific nonlicensed work location is normally closed on Sunday, the designated holiday will be observed on the following Monday.

807 In the event any deviation from the Holiday Schedule listed above is proposed by the Employer, the parties will meet to discuss the issue. There will be no deviation from the schedule unless there is mutual agreement among the parties.

808 Designated Holiday Worked and Holiday Payment

809 Work performed by an employee on a designated holiday listed in Paragraph 804, shall be compensated at two and one-half (2 ½) times the regular rate of pay, plus any applicable premium or shift differential(s) for all hours worked on the designated holiday.

810 When a payday falls on any designated holiday listed in Paragraph 804, employees shall be paid on the day immediately preceding the designated holiday.

811 Designated Holiday Guarantee

812 An employee who works on a designated holiday shall be guaranteed eight (8) hours of work on such designated holiday, unless the hours are continuous with work on another day. An employee may agree on less work and corresponding pay where the employee does not want to work an eight (8) hour shift and the Employer can accommodate the employee's desire in this regard. An employee who does not want to work the eight (8) hour holiday guarantee may, by mutual written agreement with supervision, work fewer hours and be paid only for hours worked.

813 Hours worked during the twenty-four (24) hour workday period of the designated holiday shall be compensated at the designated holiday premium rate as set forth in this Article, and each hour so compensated shall apply toward the eight (8) hour holiday guarantee.

814 Requirements for Designated Holiday Pay

815 No employee shall receive pay for any designated holidays not worked unless such employee has worked his/her shift on his/her regular working day next preceding and next following said designated holiday. Employees shall be deemed to have worked if absence or non-completion of shift on said day before and said day after the designated holiday is due to express permission from or action of the Employer, provided the employee has worked during the designated holiday week, except that if the employee is absent during the entire designated holiday week due to illness or injury or bereavement leave. Employees shall not be eligible for designated holiday pay while on unpaid leave of absence. Employees who are scheduled to work on a designated holiday and fail to work due to illness or injury will not be eligible for designated holiday not worked pay, but may receive Sick Leave pay to the extent that Sick Leave hours are available in their account.

816 During the first thirty (30) days of employment, a probationary employee may be terminated prior to a designated holiday without being paid for such designated holiday even though said employee has worked during the designated holiday week.

817 Designated Holiday Work Schedule and Notification

818 Employees may request assignment or nonassignment to work a designated holiday on the basis of classification seniority. Employees not scheduled to work during the holiday week, due to the annual vacation selection, will be ineligible to request holiday assignment. Should all employees exercise seniority for nonassignment, the Employer shall assign employees by inverse seniority, beginning with the least senior employee, to work the holiday. However, before assigning the least senior employee within the classification, the Employer may first offer the holiday hours by bargaining unit seniority to any bargaining unit employee within the licensed pharmacy who can perform the job.

819 The Employer shall solicit employees for designated holiday work schedules sufficiently in advance to permit application of seniority to determine the designated holiday work schedule a minimum of one (1) week prior to the holiday.

820 Employees scheduled off on a designated holiday listed in Paragraph 804 may request assignment or nonassignment to work a fifth (5th) day in a designated holiday week at straight time pay on the basis of classification seniority within the classification at the

licensed pharmacy or specific nonlicensed work location. Should all employees elect nonassignment, the Employer may assign employees to work a fifth (5th) day at straight time pay within the classification by inverse classification seniority.

821 Unworked Designated Holiday Pay

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

823 Unworked designated holiday pay for part-time employees shall be five percent (5%) of the hours paid the employee during the two (2) preceding pay periods, except that in computing pay for the New Year's holiday, the same period of time used in computing pay for the Christmas holiday shall be used. No employee shall receive more than eight (8) hours of unworked designated holiday pay.

824 Designated Holiday Falling During Vacation or Sick Leave, or Life Balance Day Usage

825 If a designated holiday occurs during an authorized Vacation, Sick Leave, Life Balance period or during an authorized paid leave of absence taken in conjunction with the Vacation/Life Balance Period, the employee shall receive eight (8) hours of unworked designated holiday pay for that designated holiday. If a paid holiday falls within the scheduled Vacation/Life Balance period of an employee, an additional day of Vacation/Life Balance Day with full pay, or an additional day's pay in lieu of the holiday will be granted at the option of the employee. The employees shall indicate their option only at the time they schedule their Vacation/Life Balance Day.

826 Designated Holiday Falling on Employee's Day Off

827 If a full-time employee's regularly scheduled day off falls on a designated holiday, he/she has the option of receiving straight time pay for the holiday not worked or scheduling a substitute day off, by mutual agreement with supervision, within thirty (30) days preceding or thirty (30) days following the holiday with eight (8) hours holiday not worked pay. It is the employee's responsibility to exercise this option during the pay period preceding the holiday. If the Employer is not contacted prior to the holiday, the Employer will pay the unworked holiday at eight (8) hours straight time.

828 Section 2 – Vacation

829 Vacation Eligibility Date

830 The Vacation eligibility date determines the employee's accrual rate and is his/her date of hire, unless it is adjusted for unpaid leaves of absence or for the period of time that the employee worked in an ineligible status in another employee group.

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

832 The Vacation eligibility date shall mean that period of continuous employment with the Employer, less any unpaid leave of absence from employment which exceeds sixty (60) days. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. The vacation eligibility date will not be adjusted for Occupational Leaves of Absence.

833 Vacation Schedule

834 Effective June 1, 2001 each full-time employee shall accrue Vacation hours on a monthly basis in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours per Month</u>	<u>Days per Month</u>	<u>Days per Year</u>
0-4 Years	6.67*	.83*	10.
5-8 Years	10.00*	1.25*	15.
9-10 Years	13.33*	1.66*	20.
11 Years or More	16.67*	2.08*	25.

\*Rounded to 2 decimal points

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

836 Vacation Pay

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

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

839 Vacation Accumulation

840 Effective June 1, 2001 employees may accumulate up to a maximum of two times their annual accrual.

841 Vacation Pay at Termination or Retirement

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

843 Requesting Scheduled Vacation Benefits

844 Employees taking less than one (1) week of Vacation will be paid based on their regularly scheduled hours for each day of Vacation taken.

845 Full-time employees taking one (1) week of Vacation will be paid for forty (40) hours of Vacation. Part-time employees taking one (1) week of Vacation will be paid based on the average hours worked in the two (2) preceding pay periods.

846 Vacation Scheduling

847 Vacation requests for an employee's maximum annual entitlement in increments of one (1) week or more must be submitted in writing to the employee's immediate supervisor prior to November 15 of each year. The approved Vacation schedule shall be posted by December 15 of each year and shall apply from January 1 through December 31. Should a conflict arise in Vacation requests received, the supervisor and/or department head shall use the employee's classification seniority as a basis for granting Vacation requests only if such requests were submitted in a timely manner. For those employees choosing to divide their Vacation period into three (3) or more increments, seniority will apply only on the first (1st) and second (2nd) choice of Vacation increment for each calendar year. Nothing in this Paragraph shall preclude the Employer from posting the schedule earlier, if possible.

848 Vacation Planning Schedule

849 The Employer and the Union, by mutual agreement, shall establish Vacation Planning Schedules within each Area Pharmacy operation in which classification seniority shall apply. The Employer will strive to notify the Union, no later than November 1<sup>st</sup>, in those instances where significant changes are to occur (i.e. new vacation clusters/pods).

850 Employees who transfer between locations and/or classifications must reschedule their Vacation utilizing open weeks if there is a conflict.

851 An employee with more than two (2) years of continuous service may, upon request, be granted a leave of absence of one (1) week without pay, to be taken with the Vacation subject to efficiency of operations, provided the leave of absence does not interfere with the Vacation selection of other employees.

852 An employee may request, in writing, advanced Vacation pay fourteen (14) days prior to taking scheduled Vacation, and such advanced Vacation paycheck will be made available to the employee by the last day of work prior to starting the Vacation period.

853 Insofar as practical, Vacation will be granted at the time desired by employees regardless of the time of year. However, when efficient operation of the facility does not permit granting Vacation requests, the Employer retains the final right to schedule Vacation.

854 Requests for Vacation in increments of less than five (5) days must be made fourteen (14) calendar days before a desired date. The employee may request and may receive an available existing date, subject to staffing needs and efficiency of operations. Vacation may be taken in less than weekly increments and shall not be unreasonably denied, subject to the efficiency of operations.

855 Employees on an unpaid leave of absence continue to accrue Vacation and Sick Leave while on said leave for a maximum of thirty (30) days.

856 Industry Vacation

857 Additional vacation pay based on industry experience shall be provided in accordance with the provisions of the Vacation Trust Fund. Said additional vacation pay shall be paid to the employee by the Employer together with the vacation pay that is due from the Employer as set forth above. The additional amount of vacation pay paid to the

employee because of industry experience shall be reimbursed to the Employer from the Trust Fund, in accordance with the procedures established by the Trustees of said Fund. The Employer shall pay the difference between the vacation allowance under this clause and the amounts reimbursable under the Industry Trust Fund provisions of the contract. The Employer shall be required to give vacation time off based on the number of weeks of vacation due the employee from the Employer. At the employee's option, the Employer shall either give vacation time off or pay in lieu of time off based on the number of weeks or the equivalent amount of money the employee is eligible for from the Vacation Trust Fund.

858 Vacation In-Service Cash Out Option

859 Eligible employees may elect to cash out vacation hours during the annual election period in accordance with the Employer's existing policy.

860 Section 3 – Sick Leave Bank and Income/Extended Income Protection Plan

The language below is supplemented by the provisions of the National Agreement as long as the National Agreement is in effect. See section I.C.3.c "Time off Benefit Enhancement."

861 Each full-time employee shall accrue one and one quarter 1.250 days (ten and one third (10.33) hours) of sick leave on a monthly basis.

862 Part-time employees shall accrue prorated sick leave hours in accordance with the above rate on the basis of an average of straight time hours paid during the preceding two (2) pay periods.

863 When a part-time Pharmacy employee is placed on a leave of absence for the entire first pay period and subsequent pay-periods thereafter, the following process will be used for sick leave calculation. Sick leave calculation will be based upon the average worked hours for the last two pay periods and to include compensated hours, where those compensated hours made an employee whole, in the previous two pay periods. Average hours will include certain compensated hours, i.e., regular hours, Vacation, Flexible Personal Days, Jury Duty, etc., and will exclude other compensated hours, i.e., overtime or any compensated hours over 40 hours in a week.

864 The process the Employer will use for sick leave hours calculation is to review the two pay periods preceding the pay period containing the employee's first day of disability.

865 In the event the average sick leave average of hours identified above falls below twenty-four (24) hours, the calculation will not be less than the Employer's record of standard hours.

866 Income Protection and Extended Income Protection

867 Employees who are scheduled to work twenty (20) hours or more per week shall be provided with an Income Protection Plan or Extended Income Protection Plan. Whether the employee is eligible for Income Protection or Extended Income Protection is based on their length of service.

- 868 Employees with less than two (2) calendar years of service, Income Protection benefits shall be payable upon the exhaustion of the Sick Leave Bank for the duration of one (1) year from the date the employee first (1st) became disabled or when no longer disabled, whichever is less.
- 869 Employees with two (2) or more calendar years of service, Extended Income Protection benefits shall be payable after the exhaustion of Sick Leave or three (3) months of disability, whichever is later, and shall continue for the duration of five (5) years from the date the employee became disabled or is no longer disabled or if over age sixty (60) according to the Duration of Benefits schedule, whichever is less. The Extended Income Protection benefits due to psychological related disabilities and/or alcohol/drug abuse are limited to a maximum of three (3) years from the date of disability, unless the employee is institutionalized at the end of the three (3) year period. In this event, benefits would continue to three (3) months following release from the institution.
- 870 Income Protection and Extended Income Protection benefits are payable at a level of fifty percent (50%) of base hourly rate times scheduled hours per month, sixty percent (60%) with integration with other statutory plans or seventy percent (70%) with an approved rehabilitation employment program (prorated for employees less than full-time). The minimum integrated benefit (prorated for employees less than full-time) provided by the program during the first (1st) year of disability will not be less than one thousand dollars (\$1,000.00) per month.
- 871 Income Protection and Extended Income Protection coverage terminates at the end of employment or upon transfer to an ineligible status.
- 872 The intent of the above Income Protection and Extended Income Protection language is to provide a summary of benefits available. Income Protection and Extended Income Protection benefits are governed by the Employer's contract with the insurance company.
- 873 The coverages, limitations and exclusions of the Income Protection/Extended Income Protection benefits described in Article VIII and the optional contributory life insurance provisions of Article XIV are established by the Employer's agreements with the insurance carrier(s).
- 874 Integration of Sick leave, Vacation Bank and Flexible Personal Days with state Disability Insurance or Workers' Compensation or Family Temporary Disability Insurance.
- 875 An employee who is eligible for basic State Disability Insurance (SDI) benefits or Workers' Compensation (WC) benefits or Family Temporary Disability Insurance (FTDI) payments, shall have his/her Vacation or Sick Leave or Flexible Personal Days [FPD] payments reduced by the amounts of SDI, WC, or FTDI, benefit that the employee is eligible to receive, so that combined SDI, Workers Compensation or FTDI pay and Sick, vacation, or Flexible Personal Days income receive do not total more than his/her normal straight-time salary.
- The reduced amount of Vacation, Sick Leave or Flexible Personal Days payment shall then be charged against the employee's Vacation, Sick Leave or Flexible Personal Days.

If the employee is eligible for Workers' Compensation payments, he/she may elect not to supplement the temporary disability benefit by utilizing Sick Leave. If the employee elects not to supplement such disability benefits, he/she must inform the Employer in writing within the first (1<sup>st</sup>) seven (7) days of the Occupational Injury or Illness-related absence. An employee electing this option will be placed on an unpaid Occupational Leave commencing with the date of disability. All contractual provisions as specified in Article XII (Leave of Absence), will apply. In the event the Employee does not provide such written notice to the Employer, sick leave offset will automatically be processed.

In the payment of sick leave, vacation or flexible personal days to an employee, the Employer will withhold applicable taxes in accordance with Federal and State laws.

876 It is the employee's responsibility to promptly file claims for any compensation benefits for which eligible and to report the amount of such benefits to the National Human Resources Service Center.

877 Supplementary Disability Benefits

878 Supplementary Disability Benefits will be provided in accordance with provisions of the Trust Fund.

879 Doctor's Certificate

880 A doctor's certificate or other authoritative verification of illness may be required only where the Employer has evidence of excessive illness or where the employee otherwise gives reasonable cause to suspicion the absence by a pattern of absences. Upon the exhaustion of an employee's sick leave account during an extended medical absence of more than thirty (30) calendar days, accrued vacation hours may be converted to sick leave hours, in forty (40) hour increments, at the request of the employee. Vacation hours which are converted to sick leave and are not used by the employee shall be returned to the employee's vacation account upon the employee's return to work. Such vacation hours are considered converted sick leave hours rather than accrued sick leave hours.

881 Section 3 – Life Balance Days

882 Life Balance Days

The language below is supplemented by the provisions of the National Agreement as long as the National Agreement is in effect. See section I.C.3.c "Time off Benefit Enhancement."

883 Full-time employees shall accrue Life Balance Days at three and one third (3.33) hours per month to a maximum of forty (40) hours per year, at any given time. Part-time employees will accrue Life Balance Days on a prorated basis based on hours paid (up to a maximum of eighty (80) hours per pay period) in the previous two (2) pay periods.

884 Life Balance Days may be used for any reason the employees choose without restriction and may be used for less than a full day. In the event an employees elects to utilize Life Balance Days in conjunction with vacation, those Life Balance Days may be granted only after the vacation selection process outlined in Article VIII Section 2 of this Agreement. The Life Balance Days will, insofar as possible, be granted on the day(s) most desired by the employees. Requests for Life Balance Days(s) will be made

seventy two (72) hours in advance and subject to Departmental Approval. The Employer, at its option, may also approve requests made less than seventy two (72) hours in advance. Employees request have preference as to their choice based upon classification seniority. Life Balance Days requests will be considered for anytime of the calendar year and shall be granted in an emergency situation. In the event that a request(s) for a Life Balance(s) is continuously denied and not rescheduled by the Employees, the parties will meet, upon the Union's request, to determine the appropriate resolution. Life Balance Days may be donated to another benefited employee. Life Balance Days that are accrued, and not used, are paid out upon termination, retirement or transfer to an ineligible status.

885 Once granted, a more senior Employee shall not be able to displace the granted individual.

886 Life Balance in Conjunction With Vacation

887 An employee may utilize Life Balance days in conjunction with vacation. The granting of Life Balance days in conjunction with vacation shall occur only after the annual vacation granting has occurred.

900 ARTICLE IX – SENIORITY

901 Definition of Seniority

902 Bargaining unit seniority shall be determined on the basis of the latest date of hire into the bargaining unit. Classification seniority shall be determined on the basis of the latest date of entering the classification except as provided in Paragraph 915. Employees on military leave, or on industrial disability leave, shall continue to accumulate seniority. Employees on layoff shall retain their accumulated seniority but shall not accumulate further seniority unless returned to work.

903 Vacation and Work Schedule Preference

904 Employees shall be given their preference for work schedule assignments and scheduled Vacation in accordance with their position in their classification seniority within their assigned licensed pharmacy, or the appropriate work unit designation in accordance with the Vacation Planning Schedule.

905 Written work schedule preference requests must be on file with supervision prior to a work schedule opening. Employees may submit a first and second preference.

906 Overtime Scheduling

Provisions of this language is supplemented by the National Agreement as long as the National Agreement is in effect. See Exhibit, 1.H.3 "Mandatory Overtime Documents."

907 Scheduled overtime shall be offered by classification seniority within the licensed pharmacy. Unscheduled overtime shall be offered by classification seniority to those employees present when the need for overtime arises. Unclaimed overtime whether scheduled or unscheduled, before being assigned to the least senior employee(s) within a classification who shall be required to work the overtime, will first be offered by bargaining unit seniority to any member of the bargaining unit within the licensed pharmacy who can perform the work.

908 Job Posting

909 Notices of all job openings within the bargaining unit shall be posted by the Employer by the usual and customary job posting process. The job posting notice may include special qualifications for the classification, and will be posted concurrently internally and externally for a minimum of seven (7) calendar days with the exact beginning and ending posting date.

910 Bidding on Posted Openings

911 After completion of an initial probationary period of at least ninety (90) calendar days in a position, employees shall be allowed to electronically submit a request through the Employer's usual and customary job bidding process for posted jobs for posted jobs in higher-rated or lateral classifications available within their Area Pharmacy Operation. Where two (2) or more employees have submitted requests for the same job, seniority, as defined in Paragraphs 902 and 912, shall prevail where qualifications to perform the work of the new job are relatively equal. Where the seniority of two (2) or more employees bidding for the job opening is the same, the date of the individual employee's original employment application shall be used to determine the senior employee. If an issue of seniority remains, representatives of the parties will meet to resolve the matter. An employee may be denied an opening regardless of seniority, if said employee has a current Final Warning in file.

912 Seniority for bidding on any posted opening within the bargaining unit shall prevail first by classification seniority within the Area Pharmacy Operation where openings exist, then to employees by bargaining unit seniority within the Area Pharmacy Operations. Thereafter, employees by classification seniority at any licensed pharmacy within the Southern California Region and finally employees by bargaining unit seniority at any licensed pharmacy within the Southern California Region will be considered for any posted opening provided a request form is on file with the Area Personnel Office prior to the end of the posting period. Employees who successfully bid on a posted position shall not be unreasonably delayed in assuming the new position.

913 Employees who move to a posted opening shall have a trial period of not less than ninety (90) calendar days. During such ninety (90) day trial period, the employee shall be given thorough instruction and proper orientation in the new work and shall be given an evaluation by the Employer between the fortieth (40<sup>th</sup>) and fiftieth (50<sup>th</sup>) day from the date in the new position. After such trial period, if the employee is unable to perform the duties of the new position satisfactorily said employee will be restored to the position immediately held prior to the new position without discrimination. During the trial period, an employee may be restored to their former position where it is determined that clear and present danger exists by allowing said employee to remain in the new position. An employee who is voluntarily reassigned pursuant to Article IX shall have seven (7) calendar days to change their mind and upon written request, shall be returned to their former position. This right shall be available only once during the term of the agreement. If additional circumstances occur, the Union and the Company will meet and confer.

914 For bidding and reduction in force purposes only, the Antelope Valley pharmacy locations will be considered as an Area Pharmacy Operation.

915 Temporary Position

916 If a position opens on a temporary basis, it will be treated as any job opening for bidding purposes. When a temporary position ceases to exist, the employee holding the position will return to his or her former job and employees displaced as a consequence can similarly return to their former position. If a temporary position becomes permanent, it must be posted as a permanent job. Employees awarded a temporary position will not accumulate classification seniority and will not have area seniority while assigned to said position, but will retain and continue to accumulate classification seniority and will maintain area seniority on his or her permanent position.

917 Reduction in Force

918 Where inconsistent this language is supplemented by the National Employment Income Security Agreement as long as the National Agreement is in effect.

919 Reduction in force will be accomplished by classification and status within each licensed pharmacy.

920 A full-time employee whose position has been eliminated due to a force reduction may exercise classification seniority to displace the least senior full-time employee in the same classification within the licensed pharmacy.

921 If unable to retain any full-time position at the licensed pharmacy, the displaced employee may exercise classification seniority to displace the least senior full-time employee in the same classification, within the Area Pharmacy Operations. Or the employee may have the option of remaining in the licensed pharmacy by going to the next step.

922 If unable to retain any full-time position in the same classification, the displaced employee may exercise bargaining unit seniority to displace the least senior full-time employee in the next lower classification, within the licensed pharmacy.

923 For bidding and reduction in force purposes only, the Lancaster, Lancaster Annex and Palmdale pharmacies will be considered as an Area Pharmacy Operation.

924 If unable to retain a full-time position at the, licensed pharmacy, the displaced employee may exercise bargaining unit seniority to displace the least senior employee in the next lower classification, and in descending classifications thereafter, within the Area Pharmacy Operations.

925 If unable to retain any full-time position within the Area Pharmacy Operations, the displaced employee may exercise seniority as indicated below to displace the least senior part-time employee in the following order:

First: In the same classification within the licensed pharmacy by classification seniority.

Second: In the same classification within the Area Pharmacy Operations by classification seniority.

Third: In the lower classification within the licensed pharmacy bargaining unit seniority.

Fourth: In lower classifications in descending classification order within the Area Pharmacy Operations by bargaining unit seniority.

926 A full-time employee whose position has been reduced in status from full-time to part-time may exercise seniority rights in Paragraphs 920, 921, 922 and 924 in order to retain full-time status. If said employee is unable to retain any full-time position within the Area Pharmacy Operations, the displaced employee will be assigned to the new part-time position and may not exercise displacement rights provided in Paragraph 925.

927 A full-time employee who is unable to retain any position within the Area Pharmacy Operations will be laid off. As an exception, employees with ten (10) or more years of bargaining unit service may exercise bargaining unit service in other licensed pharmacies within the local Union boundaries in the order given below prior to being laid off.

First: To displace the least senior (applying bargaining unit service) full-time employee considering all classifications and all licensed pharmacies within the local Union boundaries.

Second: To displace the least senior (applying bargaining unit service) part-time employee considering all classifications and all licensed pharmacies within the local Union boundaries.

928 A part-time employee whose position has been eliminated due to a force reduction may exercise seniority rights on the same basis as full-time employees by substituting the term "part-time" for "full-time" in Paragraphs 920, 921, 922, 924 and 927 .

929 Paragraph 926 will not apply to part-time employees. A part-time employee whose position is reduced in hours will have no seniority displacement rights and will be assigned to the reduced position.

930 A part-time employee who is unable to retain any position within the Area Pharmacy Operations will be laid off.

931 Reduction in Force – General Provisions

932 An open position is the least senior position (within the status, classification and area) in the reduction in force procedure. An open position is defined as a position that has been posted for seven (7) calendar days and no employee has bid for the position. Open positions in the same status, same classification and same area which are over thirty (30) miles from the reduced employee's original work location may be accepted or declined. If declined, the reduced employee may exercise his/her bumping rights as indicated in Article IX. Positions within thirty (30) miles cannot be declined.

933 No employee may promote in classification or status by exercising seniority rights during the course of a force reduction.

934 In all cases of displacement, the displacing employee must meet the requirements for the position and must have the ability to perform the work of the employee displaced. However, if the employee fails to meet the requirements for the position, the Union and the Employer will meet to discuss and resolve, if possible, the placement of the employee.

935 Employees who are displaced by more senior employees are also affected by a force reduction, and may exercise all seniority rights provided in this Agreement.

936 An employee whose position is eliminated due to a force reduction may elect layoff status rather than exercising seniority displacement rights. However, an employee who elects to exercise seniority rights must do so in the exact order specified.

937 An employee who is to be laid off from a given Union Local jurisdiction may at the time of layoff, file a request with the Employer to fill any open job classification in a different Union Local jurisdiction, which the said employee previously held. The employee must specify the location desired. The Employer will only be required to make one offer of placement, and if refused, the employee's request is canceled. Employees placed under this provision will retain all previously earned seniority, and shall be removed from the recall list.

938 Employees who are displaced from their classification but not laid off shall have their bargaining unit seniority date as their new classification seniority date in the lower classification and shall retain their classification seniority in the former classification and shall have a one (1) time right of first refusal in the event a permanent opening occurs in the classification and status within the Licensed Pharmacy from which they were displaced.

939 The Employer will give as much advance notice as possible to affected employees and the Union of a pending reduction in force and will meet with the affected Local Union(s) to discuss the implementation of the above reduction in force provisions.

940 Part-time Employees

941 Part-time employees may use their classification seniority to bid on full-time job openings within the same classification at other licensed pharmacies within an Area Pharmacy Operation.

942 Part-time employees must electronically bid for full-time openings. Bids shall be submitted through the usual and customary job bidding process. The full-time job opening shall be awarded by seniority to the qualified bidder.

943 Recall Rights

944 A laid off employee or one forced to transfer as a result of a reduction in force shall have recall rights for twelve (12) calendar months beginning with the date of layoff. Employees shall be recalled by classification seniority.

945 Loss of Seniority

946 Seniority shall be lost by:

1. Voluntary quit.
2. Three (3) scheduled workdays unreported absence shall be considered as a voluntary quit.
3. Discharge for cause.

4. Failure to accept and report for work within ten (10) calendar days after date of mailing of notice of recall which shall be sent by registered or certified letter to the last address shown for the employee on the records of the Employer.
5. Failure to report for work in accordance with the terms of any leave of absence, unless the terms are otherwise agreed upon by the Employer and the employee.

947 General

948 The Employer will not provide any relocation assistance whatsoever as a result of any seniority action.

949 Any employee whose employment is terminated by the Employer as a result of changes in law or because of technical changes shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of such notice.

1000 ARTICLE X – GRIEVANCES AND ARBITRATION

1001 Except for grievances alleging wage discrepancies or monetary benefits, any and all matters of controversy, dispute or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be presented within thirty (30) calendar days after the employee had knowledge of the event or should have had knowledge of the event causing the grievance for resolution by the procedures of this Article. All discharge grievances shall be filed within ten (10) calendar days from the date an employee is advised in writing by the Employer of suspension with the intent to discharge. Any grievance not timely filed is deemed waived by the aggrieved party.

1002 Grievance Procedure

1003 Both the Employer and the Union pledge their continuing efforts to secure prompt disposition of requests, complaints and grievances and agree that most disputes can be, should be and will be resolved in informal discussion between the employee and his/her immediate supervisor. Therefore, each employee is encouraged to use this informal discussion as a mechanism to determine if his/her issue(s) can be resolved prior to the filing of a formal grievance.

1004 First Step

1005 In the event the dispute is not resolved through informal discussion, the Union may file a written grievance specifying the nature of the grievance in reasonable detail, the provision(s) of the Agreement in dispute, the names of the individual or individuals involved, if any, and the remedy demanded with the Human Resource Leader or designee. The Union representative and the Employer representative shall schedule a grievance hearing with their respective members each of whom has authority to adjust the grievance.

1006 The Human Resource Leader or designee shall respond to the Union representative in writing within fifteen (15) calendar days after the grievance has been taken up in the First Step.

1007 Second Step

1008 In order to be considered further, an appeal shall be filed with the Regional Labor Relations within fifteen (15) calendar days from the date the First Step response was received. Upon receipt of the written appeal, a meeting shall be held promptly between the Union Representative and the Regional Labor Relations Representative, in an attempt to resolve the dispute. The Employer's Second Step Representative shall have fifteen (15) calendar days following the Second Step meeting to respond to the grievance. The Union shall then have fifteen (15) calendar days from the date said response was received to appeal the grievance to arbitration.

1009 Third Step

1010 If a grievance is not satisfactorily adjusted in the Second Step, the grievance may be submitted to an Adjustment Board or to arbitration by written notice to the Regional Director of Labor Relations not later than fifteen (15) calendar days following receipt of the written answer in the Third Step.

1011 As an alternative to arbitration and upon mutual agreement, a Board of Adjustment may be created, to be composed of two (2) representatives of each party, for the purpose of ruling on all claims, disputes and grievances arising between the parties over the construction and application of this Agreement, or relating to working conditions arising out of this Agreement. Said Board shall meet for consideration of any matter referred to it within ten (10) calendar days subsequent to a request by the Union. If the Board of Adjustment cannot agree on such question referred to it within ten (10) calendar days, the Union may then refer the matter to arbitration.

1012 The decision and award of the Adjustment Board shall be final and binding upon the parties.

1013 Arbitration

1014 Within fifteen (15) calendar days from the date of appeal of the matter to arbitration, the parties shall meet to select an Arbitrator.

1015 If the parties cannot agree upon an Arbitrator, the Federal Mediation and Conciliation Service shall be requested jointly by the parties to name a panel of fifteen (15) Arbitrators. The parties shall then choose the Arbitrator by alternately striking a name from the list until one (1) name remains as the Arbitrator chosen by the parties and empowered to arbitrate the dispute.

1016 The Arbitrator shall be authorized to rule upon and issue a decision and award in writing on any issue for arbitration, including the question of arbitrability of such issue. The decision and award shall be final and binding upon the parties to this Agreement. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence or briefs; extension(s) will be only by mutual agreement of the parties. The expenses of the Arbitrator and other mutually agreed to expenses shall be borne equally by the parties. Each party shall be responsible for the cost of its own representation and witnesses.

1017 The Arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning, any of the terms and provisions of this Agreement.

1018 General

1019 An employee who wishes to present a payroll error grievance should first discuss the matter orally with the immediate supervisor. It is intended that all reasonable efforts be made to resolve such grievance.

1020 The time limits set forth in this Article may be extended upon mutual agreement of the parties. Steps of the grievance procedure may be mutually waived, but no matter may be appealed to arbitration without having been heard by the parties in at least one (1) step of the grievance procedure.

1021 Where two (2) or more employees are part of a common grievance, the matter shall be heard as a single grievance.

1022 If either party does not respond within the specified time limit(s), the other party may proceed to the next step. Any matter not appealed, within specified time limit(s) or during an extension thereof is considered settled.

1023 It is understood that the representative of the parties at each step has the authority to resolve the dispute.

1024 No settlement, or decision of any Arbitrator, shall create a basis for retroactive adjustment in any other case.

1025 Disputes arising as a result of the language or the intent under Article I shall be referred directly to the Second Step of the grievance procedure for the purpose of resolving expeditiously such disputes. The requirement that the grievance be reduced in writing as referred to in Paragraph 1005 shall be waived and the Employer shall respond to the Union as soon as possible but not to exceed three (3) workdays after the grievance has been taken up in the Second Step. If the dispute is not resolved at the Second Step as revised above for this exception, the matter may be mutually referred to the Adjustment Board in writing, stating the position(s) of the party. The Adjustment Board shall be convened within five (5) workdays. The dispute may be referred immediately to arbitration only if the Adjustment Board has failed to resolve the dispute within five (5) workdays. Should the Board of Adjustment not be utilized in this procedure, the matter may immediately be referred to arbitration after the three (3) workday time period of the Second Step has elapsed.

1100 ARTICLE XI – DISCHARGE

1101 Discharge for Cause

1102 The language below is supplemented by the provisions of the National Agreement as long as the National Agreement is in effect (see appendix L).

1103 The Employer shall not discharge any employee except for good and sufficient cause. It is agreed that in all instances in which the Employer may conclude that an employee is to be discharged for good and sufficient cause, the employee shall first be suspended. At the time of the suspension of any employee, the cause of the pending discharge shall be immediately confirmed in writing to the employee by the Employer and a copy of

same shall be promptly sent to the Union. Suspension with intent to discharge shall be for ten (10) workdays. At the time of suspension, the Employer will advise the employee in writing of the right to contact the Union for representation within five (5) days. During this period of initial suspension, if the employee believes there has been unjust treatment, the employee shall promptly file a written grievance in the Second Step.

1104 If the suspension is revoked, the employee shall be returned to employment and receive full compensation at the regular rate of pay for the time lost. However, the suspension with intent to discharge may be converted to disciplinary suspension without pay, providing the Employer can prove just cause. In the event the Employer does not compensate the employee for time lost or discharges the employee, the Union may, within fifteen (15) calendar days, appeal the grievance to the Third Step.

1105 Disciplinary Meetings

1106 If circumstances arise where a supervisor intends to issue discipline/corrective action to an employee concerning work performance, the supervisor shall indicate the nature of the discipline/corrective action to the employee prior to the inception of the meeting. The supervisor will inform the employee that he/she is entitled to have union representation at the meeting.

1107 Warning Notices

1108 Employees who are demoted or discharged for incompetence or failure to perform work as required (including excessive absenteeism or excessive tardiness) shall first have had two (2) prior warnings in writing within twelve (12) months preceding the demotion or the discharge of such incompetence or of related or similar failure to perform work as required with a copy sent to the Union. The employee must initial the warning notice to attest only to having received a copy of said warning notice. Warning notices shall be issued only by supervisory personnel.

1109 Notwithstanding the above, for employees engaging in gross misconduct or gross negligence, the principle of just cause shall control the determination of appropriate discipline, and said principles will determine whether or not prior warning notices are required under the circumstances.

1110 Warning notices shall become void and removed from all personnel records after one (1) year, provided there has been no recurrence of the same offense for twelve (12) months. If an employee is absent for sixty (60) or more calendar days, the entire period will be added to the prescribed time limit for current discipline/corrective action. To satisfy governmental record-keeping requirements, copies of such notices shall be permanently maintained in a separate file in the local Area Human Resources to which supervisors shall not have access. Such notices shall not be used in any disciplinary hearing, Board of Adjustment or arbitration hearing related to this Agreement.

1111 Upon receipt by the Union of a warning notice, an employee who feels that such charge was unfair or unwarranted, or the Union, shall have fifteen (15) days from receipt by the Union of such notice to file a grievance concerning the Employer's action.

1200 ARTICLE XII – LEAVES OF ABSENCE

1201 Eligibility

1202 Leaves of absence without pay may be granted to full-time and part-time employees at the discretion of the Employer. All requests for leaves of absence by employees shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence, an employee must have at least six (6) months of continuous service. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the medical leave of absence.

1203 The maximum time limits of a leave of absence as set forth in this Article may be extended by mutual agreement between the Employer and the Union.

1204 Emergency Leave

1205 Commencing with the first (1st) day of employment any employee may take an automatic emergency leave of absence not to exceed two (2) weeks duration in the event of certified serious illness or injury of the employee, or serious illness, injury or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. Said two (2) weeks automatic emergency leave of absence shall be a part of the time limits set forth herein.

1206 Personal Leave of Absence

1207 Personal leaves of absence without pay may be granted for justifiable reasons, subject to eligibility requirements, for specific time periods not to exceed thirty (30) calendar days. Under extenuating circumstances, the Employer shall give consideration to a one time extension of a personal leave of absence. However, such an extension shall be granted at the discretion of the Employer and shall not exceed thirty (30) calendar days. Personal leaves of absence for situations covered by Family Leave will not be considered until the maximum duration of the Family Leave has been exhausted.

1208 Family Leave of Absence

1209 The Employer will comply with the provisions of the California Family Rights Act of 1991, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this Paragraph must be pursued under the procedures of those Acts.

1210 Leaves for the situations which are covered by Family Leave and other contractual leave provisions will be considered to run concurrently when determining the maximum duration for both types of leave.

1211 Medical Leave of Absence

1212 Upon the exhaustion of accrued Sick Leave, a medical leave of absence, without pay, for nonoccupational related disabilities, including conditions related to pregnancy, shall be granted subject to the eligibility requirements for the period of disability, provided the employee furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of the disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.

- 1213 Employees with six (6) months or more but less than twelve (12) months of continuous service shall be eligible for a medical leave of absence for a specific period not to exceed ninety (90) calendar days. Employees with twelve (12) or more months of service shall be eligible for a medical leave of absence for a specific period of time not to exceed nine (9) months. Employees with three (3) or more years of continuous service shall be eligible for a medical leave of absence not to exceed 365 calendar days.
- 1214 Occupational Injury or Illness Leave of Absence
- 1215 Commencing on the first (1st) day of employment, for those absences covered by Workers' Compensation, employees will be eligible for an occupational injury or illness leave of absence for up to a maximum period of two (2) years. Such leaves shall be continuous, provided the employee furnishes a physician's certification, until the employee is released by the attending physician.
- 1216 The Employer will place employees released to return to work from an occupational injury or illness without medical restrictions to their former position at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.
- 1217 The Employer will place employees released to return to work from an occupational injury or illness on a temporarily restricted basis in their former job, provided the employee can perform the essential functions of the position in light of the medical restrictions, or in an appropriate alternate job opening on a preferential basis.
- 1218 The Employer will place employees released to return to work from an occupational injury or illness on a permanently restricted basis in their former job provided the employee is physically capable of performing the essential functions of the position with or without accommodation. If the employee is unable to perform his/her former job, that employee has the opportunity to bid on any job vacancy that he/she is physically capable of and qualified to perform per medical restrictions and limitations. Where there is no appropriate job, the Employer will provide all reasonable and necessary vocational/rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.
- 1219 Occupational injury or illness leave of absence shall be extended throughout any period of temporary disability or permanent disability for the defined period not to exceed thirty (30) days after the employee has been awarded a permanent disability by the Workers' Compensation Appeals Board.
- 1220 Upon release from the attending physician for occupational injury or illness, the Employer may request that the employee provide a return-to-work authorization containing the name of physician, signature, clarification of disability and date released to return to work, in sufficient time to enable the Employer to conduct an analysis of the essential functions and reasonable accommodations, if any.
- 1221 Military Leaves of Absence
- 1222 All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of USERRA, as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of that Act.

- 1223 Employees on extended military duty will have their Vacation, Life Balance Days, Sick Leave, and other benefits restored upon reinstatement in accordance with the above named statutes.
- 1224 Commencing on the first (1st) day of employment, employees called for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing the Employer with a certificate of evidence of such service, shall be granted a military leave of absence without pay. In those cases where employees are in a reserve status and serve an annual two (2) week commitment, employees may request and receive vacation pay for the period of absence, if otherwise eligible. Prior to the granting of military leave or vacation as referred to herein, the Employer may require an employee to submit a copy of the appropriate military orders.
- 1225 The Employer shall afford to each employee who applies for reemployment after conclusion of his or her military service, such reemployment rights as he or she shall be entitled to under the then existing statutes. It is understood that the employee must make application for reemployment within the time limits specified under the law.
- 1226 Reinstatement After a Leave
- 1227 Upon return from a leave of absence the employee shall be returned to the job and location the employee left. If this is impractical, the employee shall be restored to as comparable a job as possible.
- 1228 If an employee works for wages during a leave of absence, without receiving written permission from both the Employer and the Union, the employee shall be considered automatically terminated.
- 1229 An employee on a leave of absence who fails to return to work at the expiration of said leave should be considered automatically terminated.
- 1230 Vacation and Sick Leave Accruals While on Leave of Absence
- 1231 Employees on leave of absence shall not be eligible for benefits of accrued Sick Leave or Vacation while on said leave.
- 1232 Bereavement Leave
- 1233 When a death occurs in the immediate family of an employee, the employee shall be entitled to a leave of absence of up to three (3) days with pay. Employees shall be entitled to two (2) additional days' leave with pay for out of area deaths (300 miles or more one way) for purposes of travel to attend funeral or memorial services. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.
- 1234 Immediate family for Bereavement Leave is defined as the employee's
- a) spouse or domestic partner who is registered with the state or has a KP affidavit of domestic partnership and the family members listed below of the employee or his/her spouse or domestic partner:
  - b) parent, step parent, parent-in-law, step parent in-law, in loco parentis parent
  - c) daughter, step daughter, daughter in-law, step daughter in-law

- d) son, step son, son in-law, step son in-law
- e) sister, step sister, sister in-law, step sister in-law
- f) brother, step brother, brother in-law, step brother in-law
- g) in loco parentis child, legal ward, legal guardian, foster child, adopted child
- h) grandparent, step grandparent
- i) grandchildren, step grandchildren
- j) relative living in the same household as the employee

1235 Part-time employees will receive bereavement leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths when traveling three-hundred (300) miles or more one way to attend funeral or memorial services and will receive pay for scheduled work hours within such three (3) or five (5) day periods.

1236 Educational Leave – Pharmacy Technicians

1237 Two (2) days paid educational leave will be granted to Pharmacy Technicians for attendance at classes, seminars or workshops directly related to the functions performed in the course of employment.

1238 Employee requests for educational leave must be submitted to the supervisor of the facility in advance of the program to enable the scheduling for the employee's absence. Consistent with the purposes set forth above, final approval for attendance must be obtained from local management.

1239 The Employer shall give due consideration to any employee who requests permission to attend classes, seminars, workshops, etc. which enhance the general quality of medical care support services.

1240 The Employer shall provide periodic educational programs for Pharmacy Technicians. Time spent at such programs shall be deducted from the employees' educational leave account and shall not be considered as time worked for purposes of calculating overtime or premium rates.

1241 Jury Duty

1242 When an employee is required to be in any court or courthouse for jury service, the employee shall be scheduled for a day shift on each scheduled day of jury service and on a Monday through Friday workweek, and shall receive pay during such workweek for each day on such jury service at the rate of eight (8) hours of straight time pay, except in the case of the part-time employee who shall receive pay for the number of hours regularly scheduled on the day in question, but not less than four (4) hours. The Employer may require the employee to show proof of jury service. On any day of jury service in which an employee is excused entirely or in sufficient time to permit him or her to return to work for a minimum of one-half (1/2) his or her regular shift, the employee shall be required to do so.

1243 Employees may, with mutual approval of the employee and supervisor, work after jury duty service, including weekends, at their straight time rate of pay up to eight (8) hours per day and forty (40) hours per week. It is understood that the provisions of Paragraph 907 do not apply in these circumstances.

1244 An employee shall be eligible for an unlimited number of days of jury duty pay.

1300 ARTICLE XIII – HEALTH PLAN AND TRUST PROVISIONS

1301 The Employer agrees to become a party to the respective trust funds established by the Local Unions signatory hereto and other employers for the purpose of providing Health and Welfare benefits, Dental and Psychiatric Care benefits, Prescriptions, Predictive Medicine, Death benefits, Supplementary benefits, Industry Vacation, Pension benefits, and Health and Welfare benefits for Retirees, for which benefits the employees covered hereby and/or their spouses and children are eligible according to the qualifications determined by the Trustees, upon the Employer becoming such party. The Employer shall contribute to such trust funds the prevailing trust fund contribution rates.

1400 ARTICLE XIV - LIFE INSURANCE AND SURVIVOR ASSISTANCE

1401 Optional Contributory Life Insurance

1402 A pharmacy employee covered by this Agreement may purchase his/her choice of the following optional life insurance programs at the Employer’s cost to be effective on the date of hire:

1403

<u>Program</u>	<u>Basic Life</u>	<u>Accidental Death &amp; Dismemberment</u>
Program 1	\$10,000	\$10,000
Program 2	\$20,000	\$10,000
Program 3	\$30,000	\$10,000

1404 If an employee who has elected an optional life insurance program becomes totally and permanently disabled, part of the basic life coverage will be paid out in monthly installments under a Total and Permanent Disability provision. If the employee has elected Program 2 or 3, the remainder of his or her basic life coverage, not subject to the Total and Permanent Disability provision, would remain in full force until the employee attains age sixty-five (65) or returns to work.

1405 Newly hired employees must elect to purchase optional life insurance at the time of hire.

1406 Premiums for this coverage may fluctuate from year to year as they are based upon the experience of the group of employees covered. These programs are offered at the group rate charge to the Employer by the life insurance company.

1407 Survivor Assistance Benefit

1408 Full-time and part-time employees will be provided with a survivor assistance benefit equal to one (1) month’s base wages. This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

1409 The coverages, limitations and exclusions of the Income Protection/Extended Income

Protection benefits described in Article VIII and the optional contributory life insurance provisions of Article XIV are established by the Employer's agreements with the insurance carrier(s).

1500 ARTICLE XV – PHARMACY MEETINGS

1501 The Employer may from time to time schedule employee meetings within the respected area or licensed pharmacies. Time spent at such meetings will be considered paid time. No meetings will be scheduled by the Employer to conflict with a Union meeting provided three (3) workdays advance notice of the Union meeting has been given to the Employer.

1600 ARTICLE XVI – COMMUNITY DISASTER

1601 Due to the nature of our medical care organization, it is recognized that a major community disaster could require the services of our organization and facilities far beyond those normally provided. In the event of such a disaster, and in recognition of our obligation to the community, Article VII – Hours of Work and Overtime, will be inapplicable during the period that the facilities of the organization are made available to non-members as well as members of the Kaiser Foundation Health Plan.

1700 ARTICLE XVII – NONDISCRIMINATION

1701 There shall not be any discrimination against any person in regard to application for employment or hire nor any employee in regard to tenure of employment or job status because of race, creed, religion, color, national origin, age, sex, physical handicap, mental handicap or veteran status.

1800 ARTICLE XVIII – SAFETY AND HEALTH

1801 In recognition of its obligation under existing Federal and State laws covering safety and health, the Employer shall make every reasonable and necessary provision for the safety and health of employees during hours of their employment.

1802 In an effort to correct unsafe conditions regarding safety and health and to maintain compliance with regulations under existing laws, the Employer agrees that the Union shall have the right to representation on its Workplace Safety Committees during the term of this Agreement. The Union may appoint one (1) bargaining unit employee to serve on each such committee from each Area Pharmacy Operation.

1803 The Union Workplace Safety Committees' representatives shall receive their normal rate of pay for time spent at Workplace Safety Committee meetings.

1900 ARTICLE XIX – SAVINGS CLAUSE

1901 The provisions of this Agreement are deemed to be separable to the extent that if and when a court adjudges any provision(s) of this Agreement in its application between the parties to be in conflict with any local, State or Federal law, such decision shall not

affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, the parties shall meet for the purpose of renegotiation and agreement on provision or provisions so invalidated.

2000 ARTICLE XX – EXPIRATION AND RENEWAL

2001 This Agreement shall be effective on October 1, 2015, and shall continue in effect to and including February 1, 2020. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

2002 In the event the National Agreement is not renewed at the end of its term, this Local Agreement provides for a wage reopener November 1, 2018.

2003 Either party wishing to change or terminate this Agreement must serve written notice of desire to amend to the other party at least ninety (90) days prior to the expiration date.

2004 Applicable Federal law which establishes special notice periods for health care institutions shall prevail over this Agreement.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this 1<sup>st</sup> day of October 2015.

FOR THE EMPLOYER:

KAISER FOUNDATION HEALTH PLAN  
KAISER FOUNDATION HOSPITAL

/S/ Benjamin Chu, M.D.

Benjamin Chu, M.D.

/S/ Arlene F. Peasnell

Arlene F. Peasnell

/S/ Maryanne M. Malzone

Maryanne M. Malzone

/S/ Mary Anne Madruga

Mary Anne Madruga

/S/ Alan T. Kiyohara

Alan T. Kiyohara

/S/ Elaine Watanabe

Elaine Watanabe

/S/ Christine Fukunaga

Christine Fukunaga

/S/ Sandy Ly

Sandy Ly

FOR THE UNIONS:

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION

/S/ Mickey Kasparian

Mickey Kasparian, Local 135

/S/ Greg M. Conger

Greg M. Conger, Local 324

/S/ Ricardo F. Icaza

Ricardo F. Icaza, Local 770

/S/ Rick Bruer

Rick Bruer, Local 1167

/S/ Mark Ramos

Mark Ramos, Local 1428

/S/ Michael Straeter

Michael Straeter, Local 1442

**APPENDIX A – WAGE SCHEDULE**

**UFCW - PHARMACY CLERKS**

JOB TITLE	JOB CODE	SAL PLAN	PLAN GRADE	EFF DATE	STEP 1 START	STEP 2 1 YEAR	STEP 3 2 YEAR	STEP 4 3 YEAR	STEP 5 4 YEAR	STEP 6 5 YEAR	10 YR LNG	15 YR LNG
PHARMACY ASSISTANT	25163	2E	12	9/28/15	20.217	21.226	22.404	23.640	24.958	26.298	<b>0.300</b> 26.598	<b>0.400</b> 26.698
				10/1/2016	20.824	21.863	23.076	24.349	25.707	27.087	27.387	27.487
				10/1/2017	21.657	22.738	23.999	25.323	26.735	28.170	28.470	28.570
INVENTORY CONTROL ASSISTANT	25164	2E	13	9/28/15	20.825	21.864	23.078	24.352	25.708	27.091	27.391	27.491
				10/1/2016	21.450	22.520	23.770	25.083	26.479	27.904	28.204	28.304
				10/1/2017	22.308	23.421	24.721	26.086	27.538	29.020	29.320	29.420
INPATIENT PHARMACY TECH	47159	2E	14	9/28/15	22.324	23.601	24.957	26.387	27.899	29.466	29.766	29.866
				10/1/2016	22.994	24.309	25.706	27.179	28.736	30.350	30.650	30.750
				10/1/2017	23.914	25.281	26.734	28.266	29.885	31.564	31.864	31.964
OUTPATIENT PHARMACY TECH	47160	2E	16	9/28/15	22.324	23.601	24.957	26.387	27.899	29.466	29.766	29.866
				10/1/2016	22.994	24.309	25.706	27.179	28.736	30.350	30.650	30.750
				10/1/2017	23.914	25.281	26.734	28.266	29.885	31.564	31.864	31.964
OUTPATIENT PHARMACY TECH TRAINEE	47161	2E	17	9/28/15	20.217	23.601	24.957	26.387				
				10/1/2016	20.824	24.309	25.706	27.179				
				10/1/2017	21.657	25.281	26.734	28.266				

**APPENDIX A – WAGE SCHEDULE (Continued)**

**UFCW - PHARMACY CLERKS**

JOB TITLE	JOB CODE	SAL PLAN	PLAN GRADE	EFF DATE	STEP 1 START	STEP 2 1 YEAR	STEP 3 2 YEAR	STEP 4 3 YEAR	STEP 5 4 YEAR	STEP 6 5 YEAR	10 YR LNG	15 YR LNG
LEAD PHARMACY ASSISTANT	25165	2E	18	9/28/15	21.937	22.947	24.122	25.358	26.677	28.017	28.317	28.417
				10/1/2016	22.595	23.635	24.846	26.119	27.477	28.858	29.158	29.258
				10/1/2017	23.499	24.580	25.840	27.164	28.576	30.012	30.312	30.412
GRADUATE INTERN PHARMACIST	67146	2E	19	9/28/15	54.451							
				10/1/2016	56.085							
				10/1/2017	58.328							
LEAD INPATIENT PHARMACY TECH	47162	2E	20	9/28/15	24.044	25.320	26.675	28.108	29.618	31.186	31.486	31.586
LEAD OUTPATIENT PHARMACY TECH	47163			10/1/2016	24.765	26.080	27.475	28.951	30.507	32.122	32.422	32.522
				10/1/2017	25.756	27.123	28.574	30.109	31.727	33.407	33.707	33.807

  

JOB TITLE	JOB CODE	SAL PLAN	PLAN GRADE	EFF DATE	PAY ID 01 *1st YEAR	PAY ID 05 *2nd YEAR	PAY ID 08 *3rd YEAR	PAY ID 09 *4th YEAR
INTERN PHARMACIST	67145	2E	15	9/28/15	25.676	26.794	27.911	29.115
				10/1/2016	26.446	27.598	28.748	29.988
				10/1/2017	27.504	28.702	29.898	31.188

**\*Step Increase Methodology for Intern Pharmacists is Based on Current Year of Education (not KP tenure). Future step increase placement will be determined by a manual audit, conducted annually by Pharmacy Operations, to ensure employees' step increase is based on current year of education. Step increases will reflect on the first paycheck of September.**

\*EFF 5/17/10 NEWLY ESTABLISHED STEPS TO REFLECT ADVANCE HIRE CRITERIA

## APPENDIX B

### TRUST

### FUNDS

#### A. BENEFIT FUND KAISER PHARMACY CLERKS

##### 1. Benefits

The existing Health and Welfare Trust Fund known as the Southern California Drug Benefit Fund (hereinafter "Benefit Fund") shall be continued as modified herein. The Benefit Fund will continue to provide hospital, medical, surgical, mental health, podiatry, predictive medicine, dental and orthodontic, vision care, hearing aids, artificial limbs, and prescription benefits to eligible employees and retirees and their spouses and dependent children, subject to rules established by the Trustees. Further, the Benefit Fund will continue to provide supplementary unemployment, Workers' Compensation, and disability benefits and additional vacation pay to eligible employees, as well as benefits payable upon the death of active employees and their dependents or retirees, subject to rules established by the Trustees.

##### 2. Continuation of Benefits and Eligibility

The benefits in their present structure and to their present extent, as modified by, the Benefit Fund Trustees, shall be continued and shall be limited only by available funds as specified in Paragraph 5 below. Nothing herein, however, shall limit the Trustees in determining the priorities to be given to any particular benefit or set of benefits. The Trustees shall have the authority to modify the existing benefits, eligibility rules, and regulations for active employees and retirees to the extent they determine necessary.

For retirements before age 55 coverage begins at attainment of age 55. Level of health and welfare coverage determined by age + service on date of actual retirement.

##### 3. Retiree Benefits

There is no obligation on the Employer to continue to contribute or on the Trust Fund to continue to provide retiree benefits after the expiration of this Agreement unless a successor agreement provides for continuation of such coverage. If the contributions provided, in Paragraph 5 below, are not sufficient to continue present benefits, the Trustees shall have complete discretion in modifying benefits for retirees including requiring retirees to pay part of the cost of their benefits.

##### 4. Reserves

- a. The Trustees shall maintain a cash reserve as directed in Paragraph 5.c. below.
- b. It is further understood and agreed that upon the termination of this Agreement the Employer shall contribute such additional amounts as

determined by the Trustees to be necessary to establish the equivalent of a three (3) month reserve, including one (1) month in cash, one (1) month in accrual, and one (1) month for which the Employer will contribute an additional amount equal to his last month's contribution under this Agreement. The Trustees may determine the amounts due under this provision either on an all-employer or an individual employer basis, subject to contribution limitations imposed under Paragraph 5 below.

5. Contributions

- a. The Employer agrees to pay the Platinum Plus cost of the Plan, as determined by the Trustees.
- b. The contribution rates for Employers who first participated in the Pension Fund after June 30, 1989, shall be the rates established above plus 48.5¢ per hour. When contributions to the Pension Fund resume, this additional amount shall be reduced by the amount of the Pension contribution.
- c. In determining the appropriate contribution rate under this Paragraph, the Trustees shall maintain, as nearly as possible, a \$15 (fifteen) million or two (2) month reserve (whichever is greater) net cash basis no later than June 30, 2005 and at the end of the contract period. The Trustees shall determine the reserve annually each June.

6. Cost Containment

The Benefit Fund Trustees are directed to explore all reasonable methods of cost containment to minimize the Employer contribution obligations under the contract. In the event Medicare becomes secondary in the application of the retiree benefit plan, the Trustees will take immediate and remedial action to protect the financial integrity of the Plan.

7. Other Benefit Plans

It is understood that the Employer retains any existing rights which he may have, at its exclusive discretion, to alter, amend, cancel, or terminate any existing employee benefit plan or plans or part thereof that are not provided for in this Agreement.

8. Excluded Employees

Employees excluded from the bargaining unit who work for an Employer signatory to this Agreement may participate in any of the foregoing benefits under rules and regulations established by the Trustees. The Trustees shall determine the contributions required for such benefits.

9. National Health and Welfare Coverage

In the event that there is passage of National Health and Welfare legislation, the parties agree to reopen the agreement for negotiations, the sole purpose of which shall be to negotiate language instituting prevention of duplicate costs for

both the Employer and the employees involved.

10. Amendments

The Trustees are directed to amend the Trust Agreement or benefit plans to be consistent with the provisions of this Agreement. The Trustees shall have the discretion in acting on claims for benefits under the plan subject to review only in accordance with the arbitrary and capricious standard.

B. PENSION FUND

1. Trust Fund and Pension Plan

The Southern California UFCW Unions and Drug Employers Pension Fund (hereinafter "Pension Fund") and the Southern California UFCW Unions and Drug Employers Pension Plan (hereinafter "Pension Plan") shall be continued for the life of this Agreement, subject to the terms of this Agreement and applicable law. Contributions shall be made to the Pension Fund as set forth below and shall be for the sole purpose of providing pensions for eligible employees as defined in the Pension Plan.

2. Continuation of Benefits

The benefits in their present structure and to their present extent, as modified by the Pension Fund Trustees, shall be continued. Nothing herein, however, shall limit the Trustees in determining the priorities to be given to any particular benefit or set of benefits. The Trustees shall have the authority to modify the existing benefits, eligibility rules, and regulations for active employees and retirees.

3. Reciprocity

The Trustees are authorized to enter into reciprocal agreements with the Trustees of the other Retail Clerks Unions or UFCW and Retail Employer trust funds to provide for the transfer or preservation of credited service of employees working under the coverage of the Pension Fund and any such other trust.

4. Contributions

- a. Effective with the Plan's 1996 fiscal year the contributions credited for a given fiscal year shall be for hours worked in the twelve-month period beginning August and ending July of the following year. For example, contributions for the 1996 fiscal year shall be contributions due for work months August 1996 through July 1997.
- b. Effective for hours worked between August 2002 and July 6, 2003, the minimum contribution rate shall be zero dollars (\$0); for hours worked between July 7, 2003 and July 3, 2005, the minimum contribution rate shall be fifteen cents (\$.15) per hour. For hours worked on and after October 1, 2005, the contribution rate shall be ninety eight and one half cents (98½ ¢) per hour.
- c. The Employers agree that they must pay at least the minimum contribution as required by ERISA, even if such contribution would require a contribution

rate above the hourly amount mentioned elsewhere in this Agreement. If it does become necessary to make a contribution greater than the regularly scheduled amounts, all hourly contribution requirements would increase proportionally. The Employer will take the action necessary to remain consistent with the other Employer groups participating in the Drug Trust.

5. Other Pension Plan

The Employer retains the exclusive right to alter, amend, cancel, or terminate any Employer-sponsored pension plan or employee-retirement plan that existed prior to participation in this Pension Fund.

6. Laws and Regulations

The Trust Agreement and the benefits to be provided under the Pension Plan referred to above and all acts pursuant to this Agreement, the Trust Agreement and the Pension Plan shall conform in all respects to the requirements of the Treasury Department, Internal Revenue Service, and to any other applicable state or federal laws and regulations. If any part of the Pension Plan is determined by a Court of competent jurisdiction or an appropriate regulatory agency not to be in accord with the provisions of the Employee Retirement Income Security Act of 1974 or the regulations pertaining to such Act or any amendments thereto, the Trustees are authorized to modify the Pension Plan to conform with such Act or regulations.

7. Amending Agreement

The Trustees are directed to amend the Trust Agreement and the Pension Plan to be consistent with the provisions of this Agreement. The Trustees shall have discretion in acting on claims for benefits under the plan subject to review only in accordance with the arbitrary and capricious standard.

8. Asset Valuation Method

The Trustees are directed to adopt a new asset valuation method that will recognize the expected return and market value of assets as of January 1, 1999. The Employers agree that they must pay at least the minimum contribution as required by the Internal Revenue Code, even if such contribution would require a contribution rate above the hourly amount mentioned elsewhere in this Agreement. If it does become necessary to make a contribution greater than the regularly scheduled amounts, all hourly contribution requirements would increase proportionally.

C. RESOLUTION OF DIFFERENCES

Differences between the Employer and the Union as to the interpretation or application of the provisions of the Trust Agreement providing for the establishment and maintenance of the Benefit Fund and the Declaration of Trust providing for establishment and maintenance of the Pension Fund, relating to employee benefits, shall not be subject to the grievance or arbitration procedure established in this Agreement or any Collective Bargaining Agreement. All such differences shall be resolved in the manner specified in the applicable Trust Agreement.

D. PAYMENT OF CONTRIBUTIONS

1. Payments

Payment of contributions by the Employer required to be made to the trusts established in this agreement shall be made on or before the twentieth (20<sup>th</sup>) day of each month based upon all straight-time hours worked or paid for not to exceed forty (40) hours in any one week during the preceding month by each employee covered by this Agreement. Such payments shall be accompanied by a list of names of the employees for whom such contribution is made, showing the number of hours worked or paid for as set forth above by each employee during the preceding month. Time during vacation periods (including vacation pay upon termination), sick leave, jury duty, bereavement leave and holiday absences which is paid for as provided for under this Agreement and all work performed on Sundays and holidays, exclusive of daily or weekly overtime, shall be considered as time worked, to which the provisions of this Article shall apply.

Contributions shall not be made for vacation payments made on the basis of industry experience as set forth in Article VIII, Paragraphs 856 and 857. The Employer, by payments of the amounts provided for in this Article, shall be relieved of any further liability and shall not be required to make any further contributions to the cost of the benefits, either in connection with the administration of the plans or otherwise.

2. Audits/Collections

The Trustees are hereby authorized to institute periodic audits of Employer's contributions to ascertain whether such contributions have been and are being made, fully and accurately.

If any such audit should disclose either an under-reporting or nonreporting of required contributions, the Trustees, at their sole discretion, may assess all or a portion of the audit expenses against such Employer, which the Employer hereby agrees to pay. The Trustees may add reasonable interest charges to any unpaid contributions and the Employer also shall pay such interest charges.

If it should become necessary to institute legal action against a contributing Employer to collect unpaid contributions, the Trustees, in their sole discretion, may assess all or a portion of attorneys' fees and court costs against the Employer, in addition to any audit expenses. The Employer hereby agrees to pay such attorneys' fees and court costs. The Trustees are authorized and directed to establish a method to encourage regular and prompt payment by instituting the imposition of liquidated damages to those Employers who are delinquent in their payments.

E. BUSINESS EXPENSES

It is understood that the provisions of this Article are being entered into upon the condition that the payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable state revenue or tax laws.

F. PENSION AND BENEFIT TRUST FUND APPOINTMENTS

1. Employer Trustees

For the Pension and Benefit Fund, the number of Employer Trustees shall be four, with Kaiser-Permanente Foundation, Rite Aid Corporation, Sav-On Drug, and Vons Companies, Inc. each entitled to appoint a Trustee and his successors.

2. Union Trustees

For the Pension and Benefit Fund, the number of Union Trustees shall be seven, with Local Unions 135, 324, 770, 1167, 1428, and 1442 each entitled to appoint a Trustee and his successors.

3. Voting

The Union Trustees and Employer Trustees shall have equal voting power.

G. ACCEPTANCE OF TRUSTS

1. Acceptance

The Employer and the Union hereby accept the terms of the existing Health and Welfare Trust, and the Pension Trust Agreements. By this acceptance the Employer agrees to and shall become a party to both of said Trusts with the same force and effect as though the Employer had executed each original Declaration of Trust.

2. Amendments

Any amendments that from time to time may be made thereto, including the creation of supplementary trusts to handle any of the funds referred to in this Agreement, shall be binding upon the Employer.

3. Trustees

The Employer hereby specifically ratifies the appointment of Trustees made by the Employers as set forth in Paragraph F above, designates and appoints them or their successors as Trustees, and authorizes them to act in such capacity. The same parties that appointed the Trustees shall appoint their successors.

## **APPENDIX C**

### **CHILD CARE**

In the event the Employer establishes a permanent child care program in the Southern California Region, such programs will be open to use by all employees.

Prior to any program being implemented in the Southern California Region, the Employer agrees to meet with the Union to discuss the program.

## **APPENDIX D**

### **MARTIN LUTHER KING HOLIDAY**

During the term of this Agreement, if any other bargaining unit with a collective bargaining agreement with the Employer is granted the Martin Luther King holiday as an additional holiday, such holiday will be granted to the employees covered under this collective bargaining agreement.

## **APPENDIX E**

### **TAX DEFERRED RETIREMENT SAVINGS PLAN**

The Employer has established a voluntary tax deferred retirement savings plan. All employees, regardless of work schedule, will be eligible for participation in the plan.

## APPENDIX F

### FLEXIBLE SCHEDULES TEN (10) HOUR SHIFTS

The Employer and Union agree to the following flexible ten (10) hour shift agreement.

1. Ten (10) hour days shall be incorporated into the schedule. It is understood that the Employer may discontinue such scheduling at any time.

2. Holidays

Work on holidays may be scheduled as eight (8) hour shifts. A maximum of eight (8) hours Holiday Not Worked shall be paid for nonworked holidays. During a holiday workweek, five times eight (5 x 8) hour/day schedules may be resumed to provide staffing and an attempt to assure forty (40) hours worth of pay for the scheduled employee, unless modifications to the existing schedule provide the same result, while incorporating eight (8) and ten (10) hour days.

3. Vacations

Vacations are expected to be scheduled and taken. During periods of vacations, the five (5) day, eight (8) hours/day workweek may be resumed to provide adequate staffing. Vacation relief may be provided with a part-time employee or the employee working the vacation relief schedule.

4. Overtime

The following deviations to overtime definition and pay shall apply to schedules which incorporate eight (8) and ten (10) hour workdays.

The overtime rate of one and one-half (1 1/2) times the employee's straight time rate shall be paid for:

All hours worked in excess of eight (8) hours for an eight (8) hour shift or ten (10) hours for a ten (10) hour shift; continuous hours worked in excess of eight (8) hours for an eight (8) hour shift or ten (10) hours for a ten (10) hour shift in any two (2) consecutive workdays.

Example

Eight (8) hour shift: 1 ½ x all hours > 8 and < = 12

Ten (10) hour shift: 1 ½ x all hours > 10 and < = 14

All hours worked in excess of forty (40) in a normal workweek.

The overtime rate of two (2) times the employee's straight time rate of pay shall be paid for:

All hours worked in excess of twelve (12) hours during a workday scheduled as an eight (8) hour shift, or in excess of fourteen (14) hours on a workday scheduled as a ten (10) hour shift.

Example

Eight (8) hour shift: 2x all hours > 12  
Ten (10) hour shift: 2x all hours > 14

5. Sick Leave

Sick Leave pay shall be defined as payment of the straight time hours the employee would have worked had the disability not occurred, calculated at the employee's straight time hourly rate.

6. Bereavement Leave

Paid eight (8) hours daily. The entitlement for bereavement leave will be in accordance with the provisions of the Collective Bargaining Agreement.

7. Education Leave

Education leave pay shall be defined as payment of the straight time hours the employee would have worked had the leave not occurred, calculated at the employee's straight time hourly rate, not to exceed a maximum of sixteen (16) hours per year.

8. Replacement Hours

Employees who are replacing other employees who are working under this Appendix will also be bound to the terms and conditions of this Appendix and will receive overtime and other types of payment in accord with this Appendix.

9. Miscellaneous

Ten (10) hour shifts may be regularly scheduled for the involved part-time employees under the same provisions of this Appendix.

10. Implementation

Implementation of ten (10) hour shift scheduling is contingent upon one-hundred (100%) percent concurrence of all employees involved. Ten (10) hour shifts, once implemented, are subject to the ongoing approval of the employees involved and the Union. Such schedules may be discontinued by the Employer, the Union, or by a two-thirds (2/3) vote of the involved employees, with a minimum of two (2) weeks notice.

11. **UNLESS OTHERWISE STATED IN THIS APPENDIX, ALL OTHER PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT WILL APPLY.**

## APPENDIX G

### **HARD TO RECRUIT GEOGRAPHICAL LOCATIONS**

The Union(s) recognize that a general Technician shortage has resulted in recruiting difficulties in some geographical locations covered under the terms of this Agreement. The Employer shall have the right to hire employees at wage rates higher than the published contractual wage rates in order to staff licensed pharmacies or specific non-licensed work locations located within these hard to recruit geographical locations. The following understandings and limitations shall apply:

1. Employees paid at rates higher than contractual wage rates shall only maintain said higher rate while working in a licensed pharmacy or specific non-licensed work location within the specified hard to recruit location. Upon transfer to another licensed pharmacy or specific non-licensed work location outside the hard to recruit location, the employee's wage rate shall be reduced to the contractual wage scale.
2. Employees paid a higher rate shall be eligible to receive any negotiated annual wage increase as granted other employees in the same classification, provided the licensed pharmacy or specific non-licensed work location to which the employee is assigned continues to be within a designated hard to recruit location. However, if the geographic location is no longer designated as a hard to recruit location, then the wage rate for employees working in licensed pharmacies or specific non-licensed work locations within said location would be red circled. An employee whose red circle rate exceeds the contractual rate shall not be eligible for an annual wage increase, except that red circle rates will be eliminated when the contractual wage rate equals or exceeds an employee's red circled rate.
3. The Employer shall notify the Union(s) of hard to recruit locations. Once defined as a hard to recruit location, said designation shall remain in effect for one (1) year, or upon notification to the Union(s) that said location is no longer a hard to recruit location, whichever occur first.
4. Any previously hired employee assigned to a licensed pharmacy or specific non-licensed work location within a hard to recruit location shall be paid at the same higher rate paid to new employees, effective that same day the higher rated employees start work, and under the same terms and conditions specified in this Agreement. Employees temporarily reassigned to work in a hard to recruit location shall receive the same rate of pay as other employees within said to recruit location.
5. Postings for positions within hard to recruit locations shall indicate that said vacancy is within a hard to recruit location. The higher than contracted wage rate will be indicated on the posting.
6. In order to attract qualified candidates in those hard to recruit locations, the Employer may utilize but is not limited to: Signing Bonuses, Employee Referral Programs and any other means necessary to attract qualified workers to Kaiser Permanente. Detailed information regarding the implementation of any program designed to enhance recruitment of qualified workers will be provided to the Union(s) upon request.

## **APPENDIX H**

### **TUITION REIMBURSEMENT**

Employees shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth by the Employer's policy.

## **APPENDIX I**

### **UNION STEWARD TRAINING SIDE LETTER**

Union Stewards: The parties agree that the total number of paid steward's training time provided for in the National Agreement may be allocated throughout the year in increments of between two (2) and eight (8) hours and may be on site or offsite as requested by the Union. In no event will the total annual amount of paid time stewards' training exceed the amount set forth in the National Agreement. This amount is currently forty-eight (48) hours annually, but will increase or decrease if the amount set forth in the National Agreement changes.

The parties further agree that the purpose of training and the advance notice requirements shall be consistent with the National Agreement.

## **APPENDIX J**

### **LMP TRUST CONTRIBUTION SIDE LETTER**

The parties agree to discontinue the current practice for Local 770 of deducting the employee's contribution to the LMP trust from the annual Performance Sharing Program.

The parties agree to utilize the wage deferral method for the employee contribution to the LMP trust. Under this method, the required per hour contribution, as per the National Agreement, is subtracted from the product of the wage rate multiplied by the across the board increase.

## APPENDIX K

### **UFCW OUTPATIENT PHARMACY TECHNICIAN TRAINING AND IMPLEMENTATION AGREEMENT**

The following is a revision of all of the previous letters of understanding between the parties outlining the Outpatient Pharmacy Technician Training Program for Kaiser Permanente. This agreement will replace all previous agreements and provisions previously initiated.

The Outpatient Pharmacy Technician Training Program will be conducted at the Regional Pharmacy Operations (Downey Facility) or other designated location.

#### **General Provisions and Process**

1. All Pharmacy Technician Trainee positions will be posted. These positions will be awarded to state registered individuals that pass the Kaiser Permanente qualifying examination contingent upon successful completion of the Kaiser Permanente training course.
2. If during the posting period there are no transfer requests from current Outpatient Pharmacy Technicians or trained, registered candidates, the pharmacy can award the position to a technician trainee that has met the requirements. This trainee could be a current employee or someone from outside the organization. The requirements are as indicated below:
  - a) Possesses a current state of California registration as a Pharmacy Technician
  - b) Successfully completed a qualifying examination to ensure basic pharmacy understanding. This qualifying examination will not be Kaiser Permanente specific. There will be a typing test and pharmacy computer system (e.g. ePIMS) proficiency examination prior to entrance into the Technician Trainee program.
3. During the time period of training, the employee will have the designation of "Outpatient Pharmacy Technician Trainee." Upon successful completion of the training program employees will be placed in the Outpatient Pharmacy Technician classification.
4. During the training period, employees will be paid at the rate of Outpatient Pharmacy Technician Trainee (the start rate of a Pharmacy Assistant). Current Pharmacy employees who successfully bid into Technician Trainee positions will remain in their current classification until the successful completion of the training program. If Advance Step Placement has been implemented for new hires their pay rate will be set appropriately at the time of hire.
5. The Outpatient Pharmacy Technician Trainee will have a maximum of six (6) months' time to successfully complete the training program. The Outpatient Pharmacy Technician Training Program will, at a minimum, include the Outpatient Pharmacy Technician Program, and may also include new hire and pharmacy computer system (e.g. ePIMS) training. These Outpatient Pharmacy Technician Training Programs will be scheduled so that the trainee has adequate time to complete the programs within

the six (6) months' time frame. Revisions to these various programs may be made to maximize successful completion of training by the candidates. If there are extenuating circumstances that prevent a trainee from completing the training within six (6) months the Employer will notify the Union. Upon notification the parties will meet and confer to discuss the extenuating circumstances and resolve the issue.

6. Upon successful completion of the Outpatient Pharmacy Technician Training Program, all technicians will have a ninety-day (90) probation period beginning at that time.
7. Pharmacy Technician Trainees will be placed into the Outpatient Pharmacy Technician Classification upon successful completion of the training program.
8. If more than two (2) years have lapsed since the successful completion of the Outpatient Pharmacy Technician Training Program the candidate must demonstrate proficiency in the Technician duties. The Technician may elect to challenge the final examination for the program or they may be enrolled in and must successfully complete the entire training course including the final examination.
9. An individual's classification seniority date will be the date the individual completes the training program and is placed in the Outpatient Pharmacy Technician classification.

### **General Provisions**

The following are general provisions and understandings regarding the expectations for employees in the training program:

1. The employee shall have no more than one current Level Three (3) Corrective Action in their personnel file.
2. The employee must have good attendance. For the purpose of this agreement, this is defined as no excessive absences or pattern of absences. Such employees with other than good attendance would not qualify for the program. There may be unusual circumstances, which may arise that need to be considered on a case by case basis.
3. The following type of absences will not be counted in the determination of good attendance are:
  - Worker's Compensation Absences
  - Authorized Personal Leaves of Absence
  - Personal Time Off (PTO)
  - Vacation
  - Jury Duty
  - Bereavement Leave
  - Holidays
  - Military Leave
  - CESLA
  - FMLA

4. Employees will be responsible for time and expenses surrounding the entrance examination testing. Such test may be given during “off” hours when a pharmacy is closed so that we may utilize the computer terminals.
5. Employees may take the entrance tests only in their own area Pharmacy Operations Area. The results of such testing will be good for a one (1) calendar year period.
6. Employees will be paid for time spent in the classroom; furthermore, employees will be kept whole if class time in a given day is less than their regular scheduled number of hours on that particular day.
7. Travel time will not be paid.
8. The Employer’s normal policy on mileage reimbursement will be followed for those days in training, specifically, employees will receive mileage reimbursement for those miles traveled which were in excess of the normal mileage driven to and from their regular work location.
9. Attendance is critical. Should an employee be ill on a training day, they must make up that time. Should they miss more than one (1) day, they may be rescheduled into the later class, as class space is available.
10. If an employee is frequently or severely late, they will be rescheduled in the later class, as class space is available.
11. Attendance and tardiness irregularities will be reported back to an employee’s specific supervisor. Employees are still accountable for their attendance.
12. Students will be required to study on their own time.
13. In order to ensure competency and as a prerequisite condition to an employee obtaining an Outpatient Pharmacy Technician position, they will be required to pass a final examination. This examination will be conducted on paid time. Should an employee fail to pass the final examination such employee, on their own time at their own expense, may retake the final examination within two weeks. If they still do not pass, they will be not permitted to again take the final examination unless they again participate in the Employer’s training program. In such case, the employee will not be permitted to reenter the training program for a minimum of 12 (twelve) months.
14. Time spent in the training course will not count for the calculation of overtime or premium rates.
15. Employees will be expected to sign a training agreement which will include that the employee will stay with Kaiser Permanente for at least 12 (twelve) months after their course completion. If they should leave the organization prior to that time to work for a competitor in the Southern California Region, they will reimburse Kaiser Permanente for the training costs.
16. Integrity is expected, anyone sharing questions or answers with any individual or cheats in any other way, will not be permitted to participate in the Outpatient

Pharmacy Technician Training Program, and will be subject to Corrective Action up to and including termination.

17. If the trainee does not successfully complete the training he/she will be returned to his/her previous position, or if he/she is new to the organization, he/she will be released from employment.
18. Pharmacy Technician Trainees will have a maximum of two (2) opportunities to complete the Outpatient Pharmacy Technician Training Program including successful completion of the final examination.

## APPENDIX L

### CORRECTIVE ACTION

The following mutually agreed upon policy is included as an Addendum to the Collective Bargaining Agreement – not as a part of the Agreement – for informational purposes and is subject to change during the life of the contract.

#### PHILOSOPHY:

It is the philosophy of Kaiser Permanente and the Partnership Unions to recognize the value of all employees and the significant investment each employee represents. Thus, it is the collective intent of the Organization and Partnership Unions to retain each employee whenever possible. The Corrective Action Process is intended to be an open method that utilizes a collaborative problem solving approach to address issues, emphasizing a non-punitive alternative to correct performance and/or behavioral problems.

#### PURPOSE:

Through a collaborative process, develop and initiate positive ways to build employees' commitment to the Organization's primary mission (service to our patients) by fostering individual responsibility and accountability for performance and behavior.

#### LEVELS:

Employees will be notified of their right to representation at all levels of the Corrective Action Process. Employees, who dispute any action under this process, shall have the right to file a grievance at any time during the process, within the timelines specified by the applicable collective bargaining agreement.

##### a.) Level 1 – Initial Discussion

At this level, the supervisor/department manager will meet privately with the employee and representative of the union (unless such representation is refused by the employee) to clarify the existence and nature of the performance and/or behavioral issue(s). The supervisor's/department manager's primary role at Level 1 is to gain the employee's understanding and agreement to solve the problem.

The focus of the initial discussion is to advise the employee that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The supervisor/department manager and employee should use this opportunity to problem solve the issue(s), clarify expectations, explore and agree on expected behavioral/performance changes, and determine measures of achievement and timelines for improvement. The Corrective Action Process should be reviewed with the employee to make sure they understand it.

The supervisor/department manager will prepare a written summary of the meeting to include date, participants, issue(s) discussed and agreements reached. A copy of the written

summary will be given to the employee and union representative (if involved). The documentation is for information purposes only. A copy of the written summary will be placed in the employee's departmental file for one (1) year, or for a shorter period if agreed to by both parties. A copy of the written summary will not be placed in the personnel file, and it can not be used for purposes of formal discipline procedure (Levels 3, 4, and 5).

At the conclusion of the agreed upon timelines, the supervisor/department manager will meet again with the employee and representative of the union (unless such representation is refused by the employee) for the purpose of assessing progress or moving the issue forward to the next level if satisfactory progress has not been made.

The supervisor/department manager and labor representative may wish to consult with Human Resources and Union Leadership during the process.

b.) Level 2 – Development Action Plan

This level of the Corrective Action Process should be utilized if the employee's performance and/or behavioral problems continue.

The supervisor/department manager will meet privately with the employee and a representative of the union (unless such representation is refused by the employee) to revisit the issue(s)/problem(s) and reinforce the need for the employee to meet reasonable standards of performance and behavior. The discussion will include, but is not limited to, the following: 1) A review of the progress made by the employee, 2) The joint development of a Developmental Action Plan.

The supervisor/department manager and the employee will collaboratively develop this Plan, defining the specific issues related to performance and/or behavior, establish expectations, verify the employee's commitment to the Plan, and establish a time frame for the achievement of performance and/or behavioral expectations. If a representative from the union is present, such representative will be an active participant and assist the parties in reaching agreement. Based upon agreements reached through consensus, the supervisor/department manager and/or employee will prepare a written memorandum summarizing the agreed upon Developmental Action Plan. The supervisor/department manager and employee will be asked to sign the memorandum as an expression of commitment to the Plan; and, the union representative will be asked to sign the memorandum as a record of attendance at the meeting. If the employee refuses to participate in of the Developmental Action Plan, disagrees with final version of the Plan, or refuses to sign the Plan, the supervisor/department manager will progress to Level 3 of the Corrective Action Process.

A copy of the Developmental Action Plan will be given to the employee and the union representative (if involved). The Developmental Action Plan will placed in the employee's departmental file for one (1) year, or for a shorter period if agreed to by both parties. A copy of the Developmental Action Plan will not be placed in the employee's personnel file, and it can not be used for purposes of the formal discipline procedure (Levels 3, 4, and 5).

At the conclusion of the agreed upon timelines, the supervisor/department manager will meet with the employee and representative of the union (unless such representation is refused by the employee), for the purpose of assessing progress or moving the issue forward to the next level if satisfactory progress has not been made.

The supervisor/department manager and labor representative may wish to consult with Human Resources and Union Leadership during the process.

c.) Level 3 – Corrective Action Plan

This level of the Corrective Action Process should be utilized if the employee's performance and/or behavioral issues have continued or if the employee disagreed with the final version of or refused to sign the Developmental Action Plan (Level 2). At Level 3, the supervisor/department manager, employee, and a representative of the union (unless such representation is refused by the employee), will meet privately to revisit the Developmental Action Plan, timelines, and progress made.

The preferred outcome of this meeting is that the supervisor/department manager and the employee, through a collaborative process, will mutually agree upon a Corrective Action Plan. The supervisor/department manager, and/or employee will prepare this written Plan, which sets forth the agreements made or parameters established for correcting performance and/or behavioral issues, including measures of achievement and timelines for completion. The Corrective Action Plan will include acknowledgement that failure to meet the performance and/or behavioral expectations will result in further corrective action, and may lead to termination. The supervisor/department manager and employee will be asked to sign the Corrective Action Plan as an expression of commitment to the Plan; and, if present, the union representative will be asked to sign the Plan as a record of attendance at the meeting.

However, if the employee refuses to acknowledge the issue, refuses to sign the Corrective Action Plan or agreement can not be reached; the supervisor/department manager will unilaterally prepare and implement the Corrective Action Plan. The Corrective Action Plan will include notification to the employee that failure to *live* up to performance and/or behavioral expectations will result in further corrective action being taken, which may lead to termination.

A copy of the Corrective Action Plan will be given to the employee and the union representative (if present), or mailed to the union representative if he/she was not present. The Corrective Action Plan will be placed in the department file and the employee's personnel file for one (1) year, or for a shorter period if agreed to by both parties. At this point in the process, the union representative may request and obtain documentation of earlier levels, if desired.

At the agreed upon timelines, the supervisor/department manager *will* meet with the employee and a representative of the union (unless such representation is refused by the employee), for purposes of assessing progress or moving the issue forward to the next level if satisfactory progress has not been made.

In the event that inadequate progress has been made, the following will be considered in determining if Level 3 should be repeated or the issue should be advanced to Level 4- Day of Decision:

- Severity of the incident
- Frequency of the incident
- Date of the incident in comparison to the date of the Corrective Action Plan

- Previous overall performance
- Tenure of the employee
- Mitigating circumstances
- Commitment of the employee to the overall Corrective Action Plan

Consultation with Human Resources and Union Leadership is strongly encouraged at this level.

d.) Level 4 – Day of Decision

This level of the Corrective Action Process should be utilized when the employee has not shown adequate improvement in performance and/or behavior after completing Level 3.

At the conclusion of the follow-up meeting at Level 3, and after having determined that prior efforts have failed to produce the desired changes, a meeting will be scheduled including the supervisor/department manager, the employee and the union representation (unless such representation is refused by the employee). Higher levels of management and union leadership may attend this meeting if desired.

The purpose of this meeting is to review the continuing performance and/or behavioral issues and the lack of adequate improvement. When management decides to invoke a Day of Decision (Level 4), the severity of the situation will be explained to the employee, and a copy of the Draft Action Plan Form will be explained and provided by the supervisor/department manager. The employee will then be placed on a paid “Day of Decision”. The Day of Decision is paid to demonstrate the Organization’s commitment to retain the employee. The supervisor/department manager will stress the need for the employee to utilize the Day of Decision as a day of reflection and choice. The employee has the opportunity to commit to change their performance and/or behavior and return to the organization, or voluntarily sever the employment relationship.

Management will document the meeting in a memorandum that includes the date, location, attendees, and summary of the discussion.

Upon returning to the workplace, the supervisor/department manager, the employee, and the union representative (unless such representation is refused by the employee), will meet to review the employee’s decision. If the employee’s decision is to change their performance and/or behavior and continue employment, the employee will submit the completed Draft Action Plan Form upon returning from the Day of Decision. The supervisor/department manager, employee, and a representative of the union (unless such representation is refused by the employee), will review and incorporate the employee’s Draft Action Plan into a Last Chance Agreement. The employee will be required to sign the Last Chance Agreement and will be given a copy. The union representative will be asked to sign the Last Chance Agreement demonstrating their attendance at the meeting and provided a copy, or mailed a copy if representation was refused.

If the employee does not comply (i.e. complete Draft Action Plan Form, commit to change behaviors and/or performance and sign the Last Chance Agreement) or refuses to voluntarily terminate, the employee will progress to Level 5 of the Corrective Action Process.

The Last Chance Agreement will be placed in the department file and the employee's personnel file for one (1) year, or for a shorter period if agreed to by both parties.

At the conclusion of the agreed upon timelines, the supervisor/department manager will meet with the employee and a representative of the union (unless such representation is refused by the employee), for purposes of assessing progress or moving the issue forward if satisfactory progress has not been made.

The supervisor/ department manager and labor representative must consult with Human Resources and Union Leadership at this Level.

e.) Level 5 – Termination

If performance and/or behavior issue(s) still persist despite the Initial Discussion, Developmental Action Plan, Corrective Action Plan, and Day of Decision, termination would be the next step in the Corrective Action Process. However, when an employee is on a Last Chance Agreement, and there is a recurrence of an incident after at least six (6) months of acceptable behavior, Human Resources and management will review the incident prior to the discharge of the employee. Based upon this review, management may elect to retain the employee. In certain circumstances, the organization may accept the employee's resignation in lieu of termination.

Appropriate documentation will be given to the employee, union and placed in the department file and employee's personnel file.

The supervisor/department manager and labor representative must consult with Human Resources and Union Leadership at this level to determine if termination is appropriate.

MAINTENANCE OF DOCUMENTS / PURGING OF DOCUMENTATION

Documents will be purged from the employee's departmental file and/or personnel file after one year unless there has been a reoccurrence of the same infraction. However, upon mutual agreement, corrective action documentation may be removed from the employee's personnel file prior to the one-year (1) expiration period.

In order to satisfy governmental record keeping requirements, in certain circumstances, purged documentation (Corrective Action Plans, Last Chance Agreements) will be maintained by the employer in a separate file that supervisors/department managers do not have access to.

INVESTIGATORY SUSPENSIONS

In situations where Management determines that removal of an employee is warranted due to the nature of an incident or allegation, such employee will be placed on a paid investigatory suspension. At the conclusion of the investigatory suspension, Management, in consultation with the Union, will determine at what level, up to and including Level 5, to place the employee in the Corrective Action Process.

## ACTS OF GROSS MISCONDUCT

Acts of gross misconduct and/or negligence will subject the employee to an accelerated level in the Corrective Action Process (Last Chance Agreement or Termination).

## **APPENDIX M**

### **ISSUE RESOLUTION**

The following mutually agreed upon policy is included as an Addendum to the Collective bargaining Agreement – not as a part of the Agreement – for informational purposes and is subject to change during the life of the contract.

#### **PHILOSOPHY:**

Kaiser Permanente and the Coalition of Kaiser Permanente Unions are aligned together when we express the value of each member in the workforce. The effectiveness of our health care team and our organization are enhanced when we work together to resolve our common issues. We believe that effective problem solving starts with respectful, open-minded informal discussion between the parties who have a stake in the problem before they initiate formal Issue Resolution. If the informal discussion fails to produce a mutually agreed upon resolution to the issue, then the following formal Issue Resolution process will commence. We believe that formal Issue Resolution process sets the foundation for:

- The resolution of issues in a prompt and cooperative fashion.
- Focusing on what is right vs. who is right.
- Constructive/respectful fashion without fear of retaliation.
- The ownership of issues and problem when and where they occur, through the utilization of an interest based consensus driven process.
- Honoring all agreements.

#### **PROCESS:**

Any individual, team member or work team is empowered to bring issues or concerns related to the work place to the attention of another individual, team member or supervisor/manager. Stakeholders(s) bringing the issue or concern forward, have a responsibility to stay actively involved in the issue resolution process (employing the techniques of “Interest Based Problem Solving”).

#### **PROCESS COMPONENTS:**

Once the “issue resolution process” is determined to be the appropriate vehicle to achieve resolution then the following will occur:

- A clear definition of the issue.
- Identification of interests (individual and in common).
- Generation of possible solutions.
- Agreement regarding criteria.
- Selection of solution elements.
- Develop and implement a comprehensive solution
- Establishment of a monitoring process.

## COMPONENT DEFINITION:

Define the issue. Ensure that the stakeholder(s) involved agree on the issue to be solved.

Identify the interests involved. (Interests refer to the needs or concerns of the stakeholder(s) regarding the issue)

Generation of possible solutions. Use this process as a brainstorming vehicle to generate as many solutions/ options that might resolve the issue. It is expected that the parties involved will be creative in looking for solutions, and are not bound by past practice. If needed, the parties should request additional resources, including neutral facilitation (e.g. trained facilitators with Kaiser Permanente), in support of solving the issue. The exploration of solutions requires the participation of all stakeholder(s) involved.

Agree on Criteria. Determine criteria to be used as a yardstick by which solutions are measured, compared, judged and limitations are defined.

Determine solution elements. By consensus of the stakeholder(s) involved, determine the solutions that meet the agreed upon criteria.

Develop and implement a final resolution. The final resolution is developed and written by incorporating the agreed upon solutions and monitoring process. All solutions or agreements reached through issue resolution must be made by consensus and are non-precedent setting, unless setting a precedent is mutually agreed upon.

Unions and management will support the implementation of agreed upon solutions/agreements.

Monitoring / Intervention Process. In order to maximize the efficiency of the issue resolution process, the local Service Area Labor Management Partnership councils are accountable for monitoring the effectiveness of the decisions resulting from this process. The local Service Area LMP Council monthly will review the process, and they will send a yearly report to the Regional LMP Council for their review.

It is the Regional LMP Councils responsibility to review the overall effectiveness of the Process and to make changes as appropriate.

If the solution is in conflict with the collective bargaining agreement(s) or policy then the appropriate union/management representatives must approve the solution. If there is failure to gain approval at the appropriate local level, the issue is to be referred to the SCAL Regional LMP Council for approval.

NOTE: All resolutions resulting with this process must comply with state or federal employment and labor relations laws, and are not in conflict with organizational philosophy.

## APPEALS PROCESS:

If after going through the issue resolution process described above, a mutually agreed upon solution has not been reached, the Stakeholder(s) will be responsible for bringing the issue to the Service Area LMP council or designees for review and resolution no later than its next regularly scheduled meeting. Issues resolved by the Service Area LMP council will be communicated back to the Stakeholder(s). Such communication will be in writing and will include the date and location of the meeting, attendees, statement of the issue, and a summary of the resolution including the rationale for the decision. If the consensus is not reached by the Service Area LMP council, the issue will be referred to the SCAL Regional LMP council for review and resolution. The SCAL Regional LMP council will determine if stakeholder(s) need be present, during such review, to provide clarification and any support data necessary to reach a decision. If consensus is reached, a written communication will be forwarded to the originating LMP council and will include the date and location of the meeting, attendees, statement of the issue, and a summary of the resolution including the rationale for the decision.

At any time a union stakeholder may choose to discontinue their participation in the issue resolution process and enter the grievance process. The parties by mutual agreement will determine the appropriate step to enter the established grievance procedure and time limits for grievance purposes will commence upon exiting the issue resolution process. It is strongly recommended that grievance mediation be used prior to arbitration. At no time during this process may a management stakeholder opt out of the process.

## COMPARISON WITH OTHER PROCESSES:

**Issue Resolution:** Any issue that cannot result in corrective action, at any stage of the process, is correctly placed in Issue Resolution. Issues may have multiple points of initiation (e.g. employee to employee, employee to supervisor, employee to department, supervisor to supervisor, department to department).

**Corrective Action:** Any issue that can result in corrective action, in whole or part, is correctly placed in Corrective Action. If there are elements of the subject issue that will not result in corrective action, those elements should be resolved through the Issue Resolution process (e.g. true employee tardiness and an on going/validated timekeeping malfunction).

**Grievance Procedure:** Any employee may opt out of the Issue Resolution or Corrective Action process and initiate a grievance. Timeliness of the grievance will be determined by contract language and the parties will jointly determine the appropriate step to initiate the issue.

**Contract and Policy Issues:** Contract or policy issues will not be processed through Issue Resolution. Instead, such issues will be directed to the appropriate union/management representatives for resolution.

## **INITIATION/OBLIGATION PROCESS FOR ISSUE RESOLUTION**

(Who has the obligation to respond to the request for Issue Resolution?)

An issue should first be addressed between the parties, in an informal manner, prior to the initiation of the following formal/documented process:

<b><u>Situation</u></b> <b><u>(Person with issue/ perceived source of issue)</u></b>	<b><u>Who Initiates</u></b>	<b><u>Who Coordinates and Responds</u></b>
Employee/Employee	Employee presents issue in writing to parties designated by the SA LMP council on an Issue Resolution form Or, if the SA LMP council becomes aware of an issue that impacts a department, the council should initiate a meeting in writing and complete a Issue Resolution form.	The Service Area LMP council coordinates a meeting to include all stakeholders
Employee/Supervisor	Employee/Union steward or Union Rep. presents in writing (Issue Resolution form) to the level of management immediately above the involved supervisor.  If management becomes aware of an issue that impacts a department, management should initiate a meeting using the Issue Resolution form.	Management coordinates the meeting to include all stakeholders.

**INITIATION/OBLIGATION PROCESS FOR ISSUE RESOLUTION (Continued)**

Situation (Person with issue! perceived source of issue)	Who Initiates	Who Coordinated and Responds
Supervisor/Supervisor	<p>Employee presents the issue in writing (Issue Resolution form) to the level of management immediately above the involved supervisors</p> <p>If management becomes aware of an issue that impacts a department, management should initiate a meeting using the Issue Resolution form.</p>	Management coordinates the meeting to include all stakeholders.
Employee/Department process. (i.e. scheduling, patient care process, interpersonal)	<p>Employee presents issue in writing Issue Resolution form) to the level of management immediately above the involved level.</p> <p>If management becomes aware of an issue that impacts a department, management should initiate a meeting using the Issue Resolution form.</p>	Management coordinates the meeting to include all stakeholders.

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