AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

AND

KAISER PERMANENTE ASSOCIATION OF SOUTHERN CALIFORNIA OPTOMETRISTS

UNITED NURSES ASSOCIATIONS OF CALIFORNIA

UNION OF HEALTH CARE PROFESSIONALS

NUHCE · AFSCME · AFL-CIO

EFFECTIVE

MARCH 1, 2016 TO FEBRUARY 28, 2019
**Labor-Management Bargaining History**

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>March 1, 2002 to February 28, 2006</td>
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<td>2nd</td>
<td>March 1, 2006 to February 28, 2011</td>
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<td>3rd</td>
<td>October 1, 2012 to February 28, 2016</td>
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<tr>
<td>4th</td>
<td>March 1, 2016 to February 28, 2019</td>
</tr>
</tbody>
</table>

**UNAC/UHCP CONTACT INFORMATION**

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NUHHCE · AFSCME · AFL-CIO

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24 hour answering services provided when offices are closed.
AGREEMENT

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NUHHCE · AFSCME · AFL-CIO

MARCH 1, 2016 – FEBRUARY 28, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE I RECOGNITION AND COVERAGE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE II COURTESY</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE III RIGHTS OF MANAGEMENT</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE IV STRIKES AND LOCKOUTS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE V MEMBERSHIP</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VI NON-DISCRIMINATION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE VII ASSOCIATION REPRESENTATIVES</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE VIII CORRECTIVE ACTION</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE IX ISSUE RESOLUTION</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE XI NEW HIRE PROBATION AND EVALUATION</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE XII BARGAINING UNIT SENIORITY</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE XIII JOB POSTING AND FILLING VACANCIES</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE XIV OPTOMETRIST VACANCIES</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE XV NEW OR REVISED JOBS</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE XVI HOURS OF WORK</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE XVII EARNED TIME OFF PROGRAM (ETOP)</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE XVIII COMPENSATION</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE XIX LEAVES OF ABSENCE</td>
<td>28</td>
</tr>
<tr>
<td>ARTICLE XX HEALTH AND WELFARE BENEFITS</td>
<td>35</td>
</tr>
<tr>
<td>ARTICLE XXI PENSION PLANS</td>
<td>42</td>
</tr>
<tr>
<td>ARTICLE XXII SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP CONTINUING ED.</td>
<td>45</td>
</tr>
<tr>
<td>ARTICLE XXIII OBSERVANCE OF PATIENT SCHEDULES</td>
<td>47</td>
</tr>
<tr>
<td>ARTICLE XXIV SUBCONTRACTING</td>
<td>47</td>
</tr>
<tr>
<td>ARTICLE XXV PROFESSIONAL PRACTICE COMMITTEES</td>
<td>48</td>
</tr>
<tr>
<td>ARTICLE XXVI HIRING</td>
<td>49</td>
</tr>
<tr>
<td>ARTICLE XXVII RECRUITMENT AND RETENTION</td>
<td>49</td>
</tr>
<tr>
<td>Article</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>XXVII</td>
<td>SAFETY AND HEALTH</td>
</tr>
<tr>
<td>XXIX</td>
<td>SAVINGS CLAUSE</td>
</tr>
<tr>
<td>XXX</td>
<td>DURATION</td>
</tr>
<tr>
<td>XXXI</td>
<td>OPTOMETRIST WAGE SCHEDULE</td>
</tr>
<tr>
<td>INDEX</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LETTERS OF UNDERSTANDING</td>
</tr>
<tr>
<td></td>
<td>PREAMBLE</td>
</tr>
<tr>
<td></td>
<td>WAGE STRUCTURE</td>
</tr>
</tbody>
</table>
PREAMBLE

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

If there is a conflict, unless expressly stated otherwise, The National Agreement shall supersede the local collective bargaining agreements; however, in cases where local collective bargaining agreements contain explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the local collective bargaining agreement, The National Agreement shall not be interpreted to deprive the employees of such wage, benefit or condition.

AGREEMENT

This Agreement is made and entered into by and between the Southern California Permanente Medical Group, hereinafter referred to as the “Employer,” and the Kaiser Permanente Association of Southern California Optometrists, which is an affiliate Association of the United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO (UNAC/UHCP), hereinafter referred to as the “Association.”
100 **ARTICLE I – RECOGNITION AND COVERAGE**

101 The Employer hereby recognizes the Association as the sole bargaining agent representing all Optometrists employed by the Southern California Permanente Medical Group, pursuant to the card count conducted on April 10, 2001, under the auspices of the Federal Mediation and Conciliation Service for the purposes of collective bargaining to establish rates of pay, hours of work, and other conditions of employment.

102 Employees covered by this Agreement are those Optometrists licensed to practice in the State of California and employed by the Employer at the following Medical Centers and their associated outlying Medical Offices: Antelope Valley, Baldwin Park, Downey, Fontana, Kern County, Los Angeles, Orange County, Panorama City, Riverside, San Diego, South Bay, West Los Angeles and Woodland Hills. Furthermore, Optometrists at any additional facilities which may qualify as accretions to any of the existing Medical Centers during the term of this Agreement will also be covered by this Agreement.

103 Excluded from coverage, unless expressly abridged by the agreement are the Managing Optometrists, and all other non-Optometrist employees including personnel defined in the National Labor Relations Act, as amended.

104 For the purpose of this Agreement the term “facility” shall be defined as each Medical Center and associated Medical Offices.

105 The Employer agrees that during the term of this Agreement it will not challenge the bargaining unit status of any Optometrist or job classification covered by this Agreement. The Employer further agrees that during the term of this Agreement it will neither claim that any Optometrist or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, nor assign any Optometrist such duties for the purpose of removing that Optometrist from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union’s right to represent any Optometrist in any job classification covered by this Agreement based on a claim that such Optometrist is a supervisor within the meaning of the NLRA.

200 **ARTICLE II – COURTESY**

201 The Employer and the Association agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, physicians, patients and the public.

300 **ARTICLE III – RIGHTS OF MANAGEMENT**

301 All the rights of management vested solely in the Employer in the operations of its business are limited only by the specific provisions of this Agreement.
ARTICLE IV – STRIKES AND LOCKOUTS

In view of the importance of the operation of the Employer’s facilities to the community, the Employer and the Association agree that there will be no lockout by the Employer, and no strikes or other interruptions of work by the Association or its member Optometrists during the term of this Agreement, and that all disputes arising under this Agreement shall be settled in accordance with the Grievance and Arbitration Article.

ARTICLE V – MEMBERSHIP

Requirements

It shall be a condition of employment that all Optometrists covered by this Agreement shall remain members of the Association in good standing. For the purpose of this Article, membership in good standing is satisfied by the payment of uniform and customary initiation fees, periodic dues and reinstatement fees required by the Association, except to the extent modified by Paragraph 514 herein. It shall also be a condition of employment that all Optometrists covered by this Agreement and hired on or after its execution date shall, within thirty one (31) days following the beginning of such employment, become and remain members in good standing in the Association.

Maintenance

Optometrists who are required hereunder to maintain membership and fail to do so, and Optometrists who are required hereunder to join the Association and fail to do so, shall upon notice of such action in writing from the Association to the Employer, be notified of their delinquent status and that the Association is requesting the delinquent monies. If the Optometrist refuses to comply, termination may be necessary. However, it is understood that all reasonable efforts will be made to correct the situation before termination is justified.

New Optometrist Notice

At the time of employment, the Employer shall give a copy of this Agreement to each Optometrist covered by this Agreement and specific attention shall be called to the obligation of this provision. The Employer shall also give to each Optometrist covered by this Agreement at the time of employment, the current Association form authorizing voluntary payroll deduction of monthly dues.

Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Association with a master list of all employed Optometrists who are subject to the provision of this Agreement giving names, addresses, classifications and dates of employment.
On or before the tenth (10th) of each month, subsequent to the establishment of the master list, the Employer will forward to the Association the names, addresses, and dates of employment of new Optometrists and the names of those Optometrists who have resigned or who have been terminated.

Within thirty (30) days of the hire of a new Optometrist, the Managing Optometrist/designee will make one (1) hour available to a local KPASCO officer/representative to meet with the newly hired Optometrist to discuss the Association and the Agreement.

Payroll Deduction of Association Dues

The Employer will deduct Association membership dues and initiation fees from the wages of each Optometrist who voluntarily agrees to such deductions and who submits an appropriate written authorization to the Employer, setting forth standard amounts and times of deduction. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written authorization or within a fifteen (15) day period prior to the termination date of the current Agreement between the Employer and the Association, whichever occurs first. Dues deductions shall be made monthly and remitted to the Association.

Indemnification

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

Exemptions

As provided by Federal law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be handled separately, and any agency of the Optometrists’ local United Way (or equivalent) shall be used in compliance.

ARTICLE VI – NON-DISCRIMINATION

The Employer and the Association agree that there shall be no discrimination against any Optometrist or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical disability, mental disability, veteran status or marital status as defined by Federal and State laws.

There shall be no distinction between wages paid to men and wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.
ARTICLE VII – ASSOCIATION REPRESENTATIVES

701 The Association will be allowed to appoint a reasonable number of Association Representatives to handle disputes as defined in the Grievance and Arbitration Article.

702 The Association President or designee will be the Chief Representative of the Association.

703 Association Representatives will notify their Managing Optometrist or designee when required to participate in Association business during work hours. Association Representatives will be paid for time spent during scheduled work hours when participating in grievance, disciplinary, issue resolution or corrective action meetings with Management. Requests for participating in Association business will not be unreasonably denied. Whenever possible, appropriate advance notification should be given to the Managing Optometrist or designee. In instances when an Association Representative is required on short notice, i.e., the same day, the Association Representative will consult with his/her Managing Optometrist or designee to arrange a satisfactory time.

704 There shall be no discrimination by the Employer against any Optometrist because of membership in or activity on behalf of the Association, provided that such activity does not interfere with the Optometrist’s regular duties. Association Representatives shall not be transferred or reassigned to another area of work as a result of Association activities.

705 Association Leave of Absence

706 Leaves of Absence for Association Business will be granted and addressed in accordance with the National Agreement.

707 Bulletin Boards

708 The Employer will provide one (1) glass enclosed, locking bulletin board at each primary location where Optometrists are regularly employed for the exclusive use of the Association. Placement of materials will be by mutual agreement.

709 All materials to be posted must receive prior approval of the Human Resources Leader. In lieu of the Association being able to obtain advance approval, one (1) file copy will be provided the Employer.
800  **ARTICLE VIII – CORRECTIVE ACTION**

801  **Corrective Action**

802  The parties agree to adopt and follow the Corrective Action process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.

803  In the event the Corrective Action process is discontinued the parties will meet to identify an alternative process.

900  **ARTICLE IX – ISSUE RESOLUTION**

901  **Issue Resolution**

902  The parties agree to the philosophy and concepts outlined in the Issue Resolution process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.

903  In the event the Issue Resolution process is discontinued the parties will meet to determine if an alternative process is necessary.

1000  **ARTICLE X – GRIEVANCE AND ARBITRATION PROCEDURE**

1001  **Grievance Procedure**

1002  Any complaint or dispute arising between an Optometrist and/or the Association and the Employer concerning the interpretation or application of the provisions of this Agreement or any questions relating to wages, hours of work, or other conditions of employment, shall be resolved in accordance with this Article. However, it is the intent of the parties to resolve any and all disputes at the earliest possible step of the grievance process and to disclose any and all relevant facts and information that pertain to the issue in dispute.

1003  Association grievances filed on behalf of a group of Optometrists, matters relating to contract interpretation, job classification or wage administration, discipline and discharge cases will be filed directly at Step Two, within thirty (30) calendar days after the Association had knowledge, or should have had knowledge, of the event which caused the grievance or complaint, by the Association or designee.
First Step

An Optometrist who believes a grievance or complaint exists will discuss such matter with the immediate supervisor, with or without an Association Representative present, as the Optometrist may elect. In the event the dispute remains unresolved, the Optometrist may submit a grievance in writing within thirty (30) calendar days after the Optometrist had knowledge, or should have had knowledge, of the event which caused the grievance or complaint. The written grievance shall state the facts and the requested remedy. It is the intent that every reasonable effort be made between the parties to resolve differences.

After a grievance or complaint has been submitted to the immediate supervisor, the supervisor shall respond in writing to the Optometrist within ten (10) calendar days.

Second Step

If the grievance is not resolved, nor an answer received from the supervisor in the first step within the specified time, the grievance shall be reduced to writing on the standard form provided by the Association. Within fifteen (15) calendar days, the Association Representative shall submit the written grievance to the local area Human Resources Leader or designee.

The Second Step hearing is to be convened within ten (10) calendar days with the appropriate Manager, and the Human Resources Leader or designee for the Employer, and the Association Representative, and the Grievant.

The Second Step answer is to be made by the Human Resources Leader, or designee, within ten (10) calendar days following conclusion of the hearing.

Third Step

Appeals to the Third Step of the grievance procedure must be made within ten (10) calendar days following the date the Step Two answer was received. Appeals will be directed to the Regional Labor Relations Department.

Following receipt of the written appeal, a meeting shall be held within fifteen (15) calendar days between a representative of the Regional Labor Relations Department for the Employer and a State Officer or Staff Representative for the Association. Either party may include additional representatives who have been involved in the grievance in prior steps. Either party may include additional representatives from their respective organization.

The Third Step answer is to be made by the Regional Labor Relations Representative within ten (10) calendar days following conclusion of the hearing(s).
**Arbitration**

1016 The Association will have ten (10) calendar days following receipt of the Step three response in which to appeal the grievance to arbitration.

1017 Appeals to arbitration will be made by letter to the Regional Labor Relations Representative.

1018 The Arbitrator may be mutually agreed to by the parties or the parties will mutually draft and sign a request to the Federal Mediation and Conciliation Service for a panel of five (5) Arbitrators. Selection of the Arbitrator shall then be made by each party alternately striking names, and the Arbitrator shall be the remaining name. Choice of first (1st) striking shall be by lot.

1019 Arbitrators are only authorized to provide interpretation of the application of this Agreement, and shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement. An Arbitrator has no authority to order an interest payment; damages nor expenses in conjunction with any back pay award.

1020 The decision of the Arbitrator shall be final and binding on the parties. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence. Extension shall be by mutual agreement of the parties.

1021 Expenses of arbitration shall be shared equally by the parties. Each party will be responsible for the cost of its representation and witnesses.

1022 The Grievant shall be permitted time off work to attend the arbitration proceedings. Said time shall be without pay, unless arrangements have been made for the Grievant to receive vacation pay. In addition, any approved time off granted for arbitration preparation shall be either approved vacation pay or without pay.

1023 Following the appeal of a grievance to arbitration, the parties may schedule a pre arbitration meeting for the final evaluation of facts and conducting related business.

1024 Both parties agree that no outside Attorneys will be present or participate in these proceedings.

1025 **Mediation**

1026 A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.
The Mediator shall be selected by mutual agreement of the parties. The Mediator shall serve for a one (1) day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a Mediator, this mediation procedure shall not be effective. The parties may select more than one (1) Mediator to serve in future sessions, and if such is done, the Mediators will rotate one (1) day assignments, unless removed.

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

Association: Spokesperson
Assigned Association Officer
Grievant

Employer: Spokesperson
Regional Labor Relations Representative
Human Resources Office Representative

Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process

Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.

The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each parties’ spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.

The primary effort of the Mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the Mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one (1) party.

If settlement is not achievable, the Mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The Mediator’s opinion shall be given orally together with a statement of reasons for such.

The Mediator’s verbal opinion should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The Mediator, however, shall have no authority to compel the resolution of the grievance.
1036 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.

1037 If the grievance is arbitrated, the Mediator shall not serve as the Arbitrator. Neither the discussions nor the Mediator’s opinion will be admissible in a subsequent arbitration proceeding.

1038 Should the mediation be scheduled during the grievant’s shift, the Grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Association observers may request time off for Association business without pay.

1039 General

1040 No settlement decision of any Arbitrator, or of the Employer, in any one (1) case shall create a basis for retroactive adjustment in any other case.

1041 A grievance involving paycheck clerical errors may be presented up to one (1) year from the date of such error.

1042 Either party by mutual agreement may elect to include additional representatives at any step of the Grievance Procedure.

1043 Grievances shall either be filed on behalf of an individual employee or a group of employees via class action. Class action grievances must specify the affected employees by department, entity or medical center. Back pay liability shall be limited to claimed contract violations that occurred within a thirty (30) calendar day period prior to the filing of the grievance, unless mutually agreed to otherwise by the parties.

1044 Time Limits

1045 Time limits may be extended by mutual agreement of the parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without having first been processed through at least one (1) formal step of the grievance procedure.

1046 If the Employer does not act within the time limits provided at any step, the Association may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer’s response shall be the date of the postmark or the date received by the Association.
If the Employer is not responding in a timely fashion, the Association will appeal the grievance expeditiously, without the Employer’s response.

**Access Rights of Association Representatives**

Officers and Representatives of the Affiliate Association and/or State Association shall be permitted access to the Employer’s facilities. The Employer shall permit the State Association Representatives to conduct Association business provided the Human Resources Leader or designee is notified and that no interference with the work of the Optometrists shall result. If it is necessary for Representatives to conduct Association business during other than normal business hours, the Human Resources Leader or designee if not available, or the *Managing* Optometrist should be notified.

**ARTICLE XI – NEW HIRE PROBATION AND EVALUATION**

**New Hire Probation and Evaluation**

Newly hired Optometrists, including those hired after a break in continuous service and those who transfer from another represented or unrepresented employee group, or region, will serve a basic ninety (90) calendar-day probationary period. If prior to completion of the original period the Optometrists cannot be properly evaluated for purposes of retention, the Employer may extend the new hire probationary period up to an additional sixty (60) calendar days. Optometrists will be advised of the reason for and length of the extension.

The Association will be informed as soon as practicable. Whenever possible this will occur prior to notifying the Optometrist that a decision has been made to extend his/her probationary period.

Nothing in this Article implies a delay in the Optometrist becoming a member in good standing of the Association.

During the probationary period, an Optometrist may be dismissed for any reason without recourse to the grievance procedure. However, this does not preclude an Optometrist on probation from filing grievances related to contractual violations or disputes such as pay errors, etc.

**Health Screening**

Prior to employment and, and as required thereafter, each Optometrist will be required to successfully complete a health screening. Failure to satisfactorily complete and pass the health screening will be cause for termination or withdrawal of tentative offer of employment.
Performance Evaluations

The performance of an Optometrist will be reviewed annually by his/her Managing Optometrist or designee. The Optometrist will be given an opportunity to read, discuss and comment upon formal performance evaluations prior to the placement of such in their personnel files. Copies of such material shall be given to the Optometrists at the time such documents are issued. The Optometrist shall sign and date such material only as proof of receipt. The Optometrist may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form. Any area indicated as improvement needed on the evaluation form will be reviewed and discussed with the concerned Optometrist approximately three (3) months after the issuance of the evaluation.

The Performance Evaluation is not intended to be used as a means of discipline. Therefore, the content of such evaluation is not subject to the Grievance Procedure. The Performance Evaluation will not be used as a basis to deny transfers.

ARTICLE XII – BARGAINING UNIT SENIORITY

Definition

Seniority shall be defined as time spent in a bargaining unit position in a Full-Time or Part-Time status. Those Optometrists hired and employed by the Southern California Permanente Medical Group prior to April 10, 2001 shall receive recognition for all service time prior to April 10, 2001. For those optometrists hired after April 10, 2001, Bargaining Unit Seniority shall commence on date of hire into the bargaining unit. For Per Diem optometrists, “time spent” is defined as hours worked in a Bargaining Unit position. Upon conversion into a Full-Time or Part-Time position, a Per Diem optometrist’s Bargaining Unit Seniority is calculated based on hours worked to determine the adjusted seniority date.

Tiebreaker

In the event of a tie, the tiebreaker shall be the last four numbers of the Social Security number, with the lowest numbering awarded the highest seniority.
Reduction In Force

Prior to a reduction in force, the parties shall meet to identify the skills of those affected and explore all possible options to minimize the impact of the reduction in force. After such meeting the order shall be:

1. Volunteers
2. Temporary
3. Per Diem
4. Least senior by date of hire as an Optometrist within the Southern California Permanente Medical Group.

In the event of displacement, those displaced have the ability to first displace the least senior Optometrist within the Medical Center and outlying medical offices and then within the Southern California Permanente Medical Group.

In the event of layoff, those affected shall be placed on a list for twelve (12) months for recall to a comparable position. Comparable position is defined as 1) same medical center or outlying medical office, 2) same status. Those who decline an offer of comparable position or who voluntarily transfer to another position shall be removed from the recall list. Recall shall occur by seniority with the most senior affected Optometrist recalled first.

Loss of Seniority

An Optometrist shall lose seniority in the event of the following:

1. Termination with cause
2. Failure to return from an authorized Leave of Absence
3. Voluntary termination, absent return within one year.
4. Transfer to another position out of the bargaining unit, absent return within one year.

During absence from the Bargaining Unit, an Optometrist will have no job bidding seniority.
1211 Cancellation of Scheduled Work Hours

Cancellation shall be done on a module basis. The identified modules are the same as those used for time off with pay schedules. In the event of cancellation on a day-to-day basis, the order of cancellation shall be:

1. Volunteers
2. Temporary
3. Per Diem
4. Managing Optometrist
5. Part-Time on additional hours
6. Full-Time /Part-Time on a rotational basis

1213 Prior to cancellation, those identified as needing to be cancelled shall be afforded the opportunity to work in another location (i.e., Medical Center, Medical Office) if qualified and hours are available.

1300 ARTICLE XIII – JOB POSTING AND FILLING VACANCIES

1301 Job Postings

1302 All job vacancies, in classifications covered by this Agreement, will be posted for seven (7) calendar days. All qualified Optometrists who submit transfer or promotion requests after the seven (7) day posting period shall be given equal consideration with outside applicants.

1303 Any specific job requirements for particular job openings, which demand special qualifications, will be listed on the posted Notice of Job Opening. If the Employer modifies or changes the job requirements after the position is posted, the position will be re-posted and previous applicants as well as new applicants will be considered for the new posting. The Employer will notify local affiliate officers of any re-posting of positions.

1304 The Association recognizes the right of the Employer to establish job requirements for all positions in the bargaining unit and to change such requirements from time to time as necessitated by efficient operations and quality patient care. In all cases, job requirements shall be reasonably related to work performed. The State Office will be notified when the Employer modifies or changes job requirements. The Association reserves the right to object to any job requirement through the grievance procedure. In any such grievance, the Employer shall have the burden of proof that the protested job requirement is reasonably related to the work performed.
In a circumstance when the job posting period may cause significant delays, Management will contact the UNAC/UHCP State Office Representative to explore alternatives to potentially avoid such delays. Any alternatives will be jointly agreed to by Management and the UNAC/UHCP State Office Representative.

**Notice of Vacancies**

The Area Human Resources Office will advise the Association in writing of all job vacancies. Such notice will be given within ten (10) days from the date of the job opening.

**Filling of Vacancies – Promotion**

Optometrists will participate in a joint Lead Optometrist selection process.

**Lead Optometrist Posting and Selection in a Location Where There is an Increase in Staff**

When a Lead Optometrist position is added to a location resulting in an increase in staff, Optometrists will participate in a joint Lead Optometrist selection process.

**Lead Optometrist Posting and Selection in a Location Where There is no Increase in Staff**

Management and the Association agree to discuss such postings and may agree to Lead Optometrist postings beyond the location (i.e. Medical Center/Medical Office Building) in order to minimize disruption.

“Promotion” shall mean a change in classification to a higher rated position. Optometrists who have applied for promotion will be considered for placement based on the following criteria and in the order set forth:

1. Meet requirements of job opening.
2. Have demonstrated ability.
3. Bargaining unit seniority:
   a. Medical Center/Medical Office Building.
   b. All other Bargaining Unit Optometrists.
   c. Optometrists outside of the Bargaining Unit.
Wherever the qualifications and demonstrated abilities of two (2) or more Optometrists bidding for the same job opening are relatively equal, then individual Optometrist’s seniority shall be the determining factor in filling the said opening.

When two (2) or more Optometrists hold the same seniority date, the tiebreaker as defined in paragraph 1204 will be used.

Optometrists who qualify for and are accepted for promotion, as specified above, shall receive a new job trial period of sixty (60) calendar days for full-time Optometrists and forty (40) working days for Part-Time Optometrists. Should the Optometrist fail to meet the requirements of the new job, the Optometrist may be returned to the former job assignment, or to a comparable job in the classification held prior to promotion. A comparable job is defined as either on the same shift or in the same unit as previously held. The Optometrist may personally elect to return to the former job within the new job trial period. If during the trial period, the Optometrist voluntarily elects to return to their former job, the next senior qualified bidder will be awarded the position. If during the trial period, an Optometrist is returned to his/her former job assignment or comparable position on a non-voluntary basis, the position will be re-posted and previous applicants for that position, as well as new applicants for the position will be considered in filling the vacancy.

The Employer may request an extension of the trial period for transfers for a period of time not to exceed an additional thirty (30) calendar days. Such extensions will be made with the mutual consent of the Association and the Optometrist will be so advised of the purpose and the duration.

**Filling of Vacancies – Transfer**

“Transfer” shall mean a change from one position to another position.

Optometrists shall be eligible to apply for transfer. Transfers will be granted on the basis of seniority provided the Optometrist meets the posted job requirements. Optometrists’ selection will be considered for placement in the order set forth:

1. Medical Center/Medical Office Building.
2. All other Bargaining Unit Optometrists.
3. Optometrists outside of the Bargaining Unit.

Optometrists who are transferred to another assignment shall undergo a new job trial period of thirty (30) calendar days for Full-Time Optometrists and twenty (20) working days for Part-Time Optometrists. Should the Optometrist fail to qualify for the new assignment, or elect to return to the former assignment during the trial period, the
Optometrist shall be returned to the former or comparable assignment. If during the trial period, the Optometrist voluntarily elects to return to his/her former job, the next senior qualified bidder will be awarded the position. If during the trial period, an Optometrist is returned to his/her former job assignment or comparable position on a non-voluntary basis, the position will be re-posted and previous applicants for that position, as well as new applicants for the position, will be considered in filling the vacancy.

The Employer may request an extension of the trial period for transfers for a period of time not to exceed an additional thirty (30) calendar days. Such extensions will be made with the mutual consent of the Association and the Optometrist will be so advised of the purpose and the duration.

**Inter-Regional Transfer**

Optometrists transferring to the Southern California Region from another region will receive previous service credit for benefits and placement on the wage structure.

**Notification Regarding Transfer Requests**

Optometrists who have applied for either transfer or promotion will be notified in writing within three (3) weeks after the position has been filled as to the granting of the posted position.

Once notified of the granting of a position, the concerned Optometrist will acknowledge acceptance of the position within three (3) working days.

**Release of Transferring Optometrist**

When the prompt transfer of an Optometrist results in a serious understaffing at the Optometrist’s original facility, the original facility may delay the Optometrist’s actual transfer for up to sixty (60) days from acceptance to facilitate changes in patient scheduling.

Where more than one Optometrist requests a transfer from a facility within a six (6) month period, and where the Employer can evidence that said transfer(s) will lead to serious understaffing, said transfer(s) may be delayed. A release date(s) will be mutually discussed and agreed upon between management at the affected facilities, the Association Representative and the Optometrist.
Job Bidding/Transfer

The seniority date used in the job bidding/transfer process shall be the date of hire within the bargaining unit in a full or part-time position as defined in Article XII, Paragraph 1202.

Seniority for Per Diem employees will be based on hours worked for job bidding purposes.

Notice of Termination

In recognition of difficulties which may be imposed on the Employer to obtain and train replacements for Optometrists who terminate, Optometrists who plan to terminate their employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) weeks’ notice.

ARTICLE XIV – OPTOMETRIST VACANCIES

If an Optometrist position under this Agreement becomes vacant and the Employer chooses to do anything other than fill the position with an Optometrist, the Employer shall notify the State Association of such decision. The Employer shall meet at the Association’s request to discuss the reason for such decision.

In the event the Employer fails to notify the Association as outlined above, the Medical Group Administrator for the Medical Center will personally meet with the Association, upon their request, to discuss the reasons for such, and the reason that the Association was not notified. As a result, the subject position may be returned to the bargaining unit.

ARTICLE XV – NEW OR REVISED JOBS

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

Job Description and Rate

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.

The Employer will also prepare a proposed rate for the new job. Such rate shall be based on 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.
Such description and proposed rate shall be presented to the State Association in writing prior to the assignment of any employee to the job. The purpose of this action will be to discuss the content of the job description and reach agreement with the State Association on the proposed rate.

Should agreement be reached with the State Association, the job and the 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.

**Rate Trial Period**

In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Association may use the grievance procedure in objecting to the permanent rate for the job.

No grievance shall be filed until a sixty (60) calendar day trial period has elapsed from the date a proposed rate first becomes effective. Any such grievance shall be filed within a fifteen (15) calendar day period following the trial period. If no grievance is filed, the proposed rate shall become a permanent rate.

**Permanent Rate**

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 the proposed rate were placed in effect by the Employer.

Should the Association believe that a job has been significantly changed or a new job established without use of the above procedure, the Association may file a grievance regarding such change, in which event any change in rate shall become effective beginning with the date such grievance is filed.

**ARTICLE XVI – HOURS OF WORK**

**Professional Hours**

The parties recognize the Professional nature of work performed by Optometrists covered by the agreement. While each full-time Optometrist will be scheduled to work an average of eighty (80) hours biweekly, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in workload. The Employer agrees to provide full-time Optometrists eighty (80) hours of pay on a biweekly basis. However, if an Optometrist is off work on a non-compensated employee initiated absence, the Optometrist is not guaranteed eighty (80) hours of pay.
The scheduling of hours during the week shall be established by the Managing Optometrist or designee. The creation of the schedule and the changes to meet the needs of the facility and the Optometrists will be a collaborative effort between the facility administration and the Optometrists.

Where conditions require that Optometrists work beyond his or her scheduled hours, the Optometrists will perform such required services without additional compensation. Conversely, where the duties of any Optometrist are not required, such Optometrist will be released from duty.

Should a full-time Optometrist accept a work assignment to begin prior to the start of his/her normal shift which results in the Optometrist working hours additional to his/her normal scheduled shift, or should an Optometrist accept the assignment of additional hours (following the completion of all work contemplated above) all such additional hours shall be paid at the Optometrist’s regular straight time hourly rate.

Part-time Optometrists who work on all or part of a day on which they were not scheduled will be paid for hours so worked at straight time or Alternate Compensation Program (ACP) rate if they have enrolled in the Alternate Compensation Program.

Additional hours shall be equitably distributed on a rotational basis within the module. The module is identified as the same module as utilized for time off with pay selection. If the need for additional hours continues, available hours will be offered to those within the Medical Offices. If additional hours continue to remain, those hours shall be offered to any Optometrist. If additional hours are a result of educational leave, the Optometrist taking the educational leave will be afforded the first additional hours.

ARTICLE XVII – EARNED TIME OFF PROGRAM (ETOP)

The Earned Time Off Program (ETOP) is comprised of the following three (3) components:

- Designated Holidays
- Earned Time Off Account
- Extended Sick Leave Bank

Optometrists are eligible for ETOP if they are regularly scheduled to work.
Designated Holidays

Effective on their date of hire, Optometrists shall be eligible for the following designated paid holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Designated Holiday Scheduled

All designated holidays will be observed on the actual calendar day (Midnight to Midnight) on which they fall, and all conditions and benefits applying to such holiday will be in effect on that day only.

Eligibility for Designated Holiday Pay

An Optometrist is not eligible for designated holiday pay if he/she is on layoff, leave of absence, or unpaid time off. If a designated holiday occurs during paid Earned Time Off (ETO) or Extended Sick Leave (ESL), the Optometrist will be paid designated holiday pay in lieu of ETO or ESL.

Designated Holiday Not Worked

All full-time Optometrists shall receive eight (8) hours pay for a holiday not worked. Full-time Optometrists on alternate work shifts will receive pay equal to their normal alternate shift. If the holiday falls on a regularly scheduled day off, the Full-Time Optometrist will receive eight (8) hours pay for that day or an additional day off with eight (8) hours pay. The additional day off will be paid consistent with the Optometrists normal pay. The intent is to keep such Optometrist whole. Optometrists who are scheduled to work less than forty (40) hours per week shall receive prorated holiday pay for holiday hours not worked, based upon their weekly scheduled hours. Part-time Optometrists regularly scheduled to work on the designated holiday will be paid consistent with their normal pay. The intent is to keep such Optometrist whole.
1711 **Designated Holiday Worked**

When an Optometrist is required to work on a designated holiday, he/she will receive his/her hourly base rate of pay. Optometrists may elect to take an alternate day off for working the designated holiday. This alternate day off must be taken within thirty (30) days of the designated holiday.

1713 **Earned Time Off Account**

Each full-time Optometrist shall accrue Earned Time Off (ETO) on a monthly basis in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours per Month*</th>
<th>Days per Month*</th>
<th>Days per Year*</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 4 Years</td>
<td>14.00</td>
<td>1.75</td>
<td>21.00</td>
</tr>
<tr>
<td>5 – 8 Years</td>
<td>17.33</td>
<td>2.16</td>
<td>26.00</td>
</tr>
<tr>
<td>9 – 10 Years</td>
<td>20.66</td>
<td>2.58</td>
<td>31.00</td>
</tr>
<tr>
<td>11 Years or More</td>
<td>24.00</td>
<td>3.00</td>
<td>36.00</td>
</tr>
</tbody>
</table>

* Rounded to two (2) decimal places.

Effective March 1, 2003, the maximum number of hours that can be accumulated in an Optometrist’s ETO account is five hundred (500) hours.

1715 Part-time Optometrists shall accrue Earned Time Off (ETO) prorated on a monthly basis based on their regularly scheduled hours.

1716 The Earned Time Off (ETO) eligibility date shall mean the Optometrist’s date of hire unless he/she has a break in service, transfers from another KP Region, or has an unpaid leave of absence which exceeds sixty (60) calendar days or spent any time in a per diem status optometrist position.

1717 Leaves of absence for sixty (60) days or less will not affect the ETO eligibility dates. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. Service Credit shall continue during the entire period of the leave of absence due to industrial illness or injury (per paragraph 1913).

1718 **Use of Earned Time Off**

Earned Time Off (ETO) can be used for any reason, such as illness, vacation or personal/family reasons. Planned time off for ETO – vacation scheduling should be scheduled according to Article XVII, Paragraph 1724 – 1726. When same day requests occur, Optometrists must use the existing departmental notification procedure. The
Optometrists are expected to report the absence to their Managing Optometrist or designee as soon as the Optometrists have knowledge of the needed absence. The Optometrists must report the reason for the absence and the anticipated length of the absence when reporting any same day absence.

1720 Earned Time Off taken for Family Leave purposes will run concurrently with Family Leave.

1721 **Earned Time Off (ETO) – Vacation Pay**

1722 ETO – vacation pay for Optometrists shall be at the hourly rate in effect at the time ETO – vacation is taken. Part-time Optometrists who are scheduled to work less than forty (40) hours per week shall have their ETO – vacation pay prorated on the basis of regularly scheduled hours.

1723 Any accrued but not used ETO hours will be paid out upon ineligibility for ETO, including termination, entering ACP, or retirement.

1724 **Scheduling Earned Time Off (ETO)**

1725 Earned Time Off (ETO) modules shall be jointly determined by the local Professional Practice Committee on an annual basis prior to December 1st. ETO shall be granted within the module by the Managing Optometrist or designee based on current practice with agreement of the Optometrists within that module. Absent agreement to continue using the current practice, the following process shall apply:

1. ETO requests shall be submitted to the Managing Optometrist in the month of January.
2. ETO shall be assigned and posted by March 1st.
3. The annual ETO calendar shall be defined as May 1st through April 30th of the following year.
4. ETO shall be granted on a volunteer basis. In the event of a conflict, ETO shall be granted on a rotational basis. If a conflict continues, the tiebreaker shall be based on the Optometrist’s seniority within that module.
5. Once granted, no Optometrist shall have his/her approved ETO bumped by another Optometrist.

1726 To offer flexibility, ETO requests may be submitted at any time during the year, for a time prior to the pre-master scheduling being completed. To aid in this process, the module will maintain a “flexible” ETO schedule.
The parties recognize that on occasion, Optometrists may find it necessary to cancel their ETO. In the event such need occurs, Optometrists shall attempt to give a minimum two weeks’ notice. If such notice is given two weeks in advance, the Optometrist shall be returned to the schedule. In the event notice is shorter than two weeks; the Employer shall attempt to return the Optometrists to the schedule.

**In-Service Cash-Out Program**

Eligible Optometrists may make an irrevocable election to cash-out a portion of their ETO during the annual election period in accordance with the existing Employer’s guidelines.

**Extended Sick Leave (ESL) Bank**

In addition to the ETO Account, there is an Extended Sick Leave Bank (ESL). Optometrists may use the hours in the ESL Bank on the first day of hospitalization (Inpatient or Outpatient with physician prescribed time off) or after three (3) consecutive calendar days of disability. Optometrists will accrue six (6) hours of ESL each month. The Optometrists may be required to provide certification of illness and/or disability to justify the Optometrists’ absence from work for the period claimed.

An Optometrist who is on ETO and becomes hospitalized (Inpatient or Outpatient with physician prescribed time off) may use hours in the ESL Bank on the first day of hospitalization. An Optometrist who is on ETO and becomes ill/disabled may use hours in the ESL Bank after three (3) consecutive calendar days of disability.

Part-time Optometrists will accrue ESL hours prorated based upon his/her regularly scheduled hours.

There is no limit to the number of hours Optometrists may accumulate in their ESL Bank.

Optometrists who have an ESL Bank balance of two hundred and fifty (250) or more hours and are vested in the Pension Plan, when they terminate employment or when they retire, all unused hours in their ESL Bank will be converted to credited service for Basic Pension Plan calculation purposes. Any accrued but not used ESL hours are not paid out at termination or retirement.

Extended Sick Leave taken for Family Leave purposes will run concurrent with Family Leave.

**Integration with State Disability Insurance/Workers’ Compensation**

If an Optometrist is eligible for State Disability Insurance (SDI) or Workers’ Compensation payments, integration with paid ETO and/or ESL shall occur.
Optometrists who are eligible for State Disability Insurance (SDI) benefits or Workers’ Compensation (WC) benefits shall have their Earned Time Off (ETO) account and Extended Sick Leave (ESL) Bank integrated with SDI or WC benefits so that combined SDI or WC pay and ETO/ESL income received do not total more than one hundred percent (100%) of their salary. The reduced amount of ETO or ESL payment shall then be charged against the Optometrists’ ETO or ESL bank. In the payment to Optometrists on ESL disability or Workers’ Compensation, the Employer will deduct taxes in accordance with Federal and State laws.

It is the Optometrist’s responsibility to promptly file claims for any compensatory benefit for which he/she may be eligible for and to provide documentation supporting the amount of such benefits to the Human Resources Service Center.

Employee Medical Records

The contents of an Optometrist’s medical record are of a private and confidential nature. The use of this record is thus restricted to the relationship between the attending physician(s) and the patient. It is the organization’s policy, therefore, that access to the contents of Optometrist’s medical records be restricted to this use. All other uses are unauthorized.

ARTICLE XVIII – COMPENSATION

Salary Schedule

The attached salary schedules will be effective on the dates indicated.

Tenure Increases

All full-time and part-time Optometrists will receive step increases on their anniversary date, except where such dates are adjusted in accordance with Article XIX – Leave of Absences eligibility.

Per Diem Optometrists shall receive step increases on the basis of actual hours worked. Sixteen hundred (1,600) hours worked is equivalent to one (1) year of service. These hours will be capped at eighty (80) in a pay period, and additional hours will not count toward movement on the wage structure. There should be no loss of service credit to the Optometrist based on the sixteen hundred hour methodology.

Optometrists who change status from regular to Per Diem will have their hours worked since their last step increase converted to hours counting toward reaching sixteen hundred (1600) hours to be eligible for step increases. Such hours will be capped at eighty (80) in a pay period, and additional hours will not count toward movement on the wage structure.
**Optometrist Status**

1807 Full-time Optometrist is defined as an Optometrist regularly scheduled to work 40 hours within the workweek.

1808 Part-time Optometrist is defined as an Optometrist who is regularly scheduled to work less than forty (40) hours per week on a pre-determined basis. This is not to imply any guarantee of work week but may be posted as such.

1810 Per Diem Optometrist is defined as an Optometrist who works as a replacement or on an intermittent basis.

1811 Temporary Optometrist is defined as an Optometrist who is hired as an interim replacement or to address a specific need for a designated period of time not to exceed ninety (90) days. This period of time may be extended by mutual agreement.

1812 Seniority for Per Diems is defined based on hours worked for job bidding purposes. An Optometrist with 2000 or more hours may apply and be considered along with other regular status Optometrists. These hours will be capped at eighty (80) in a pay period.

**Per Diem Optometrists Review**

1813 The Union and Management agree to the value of all Optometrists, regardless of status. The parties also agree that Per Diem Optometrists should be utilized on an intermittent basis and should not be relied upon as part of core staffing unless there are mitigating circumstances.

1814 The Union will identify and bring to the attention of Management, those Per Diem Optometrists who the Union believes are not being utilized in accordance with the intent of Paragraph 1814. The Union and Management agree to jointly resolve the inappropriate utilization of Per Diem Optometrists.

**Shift Differential**

1815 There shall be three (3) shifts of work. The regular starting times assigned for these three shifts occur between the following hours:

- **Day Shift**: 6:00 a.m. up to and including 10:00 a.m.
- **Evening Shift**: 2:00 p.m. up to and including 6:00 p.m.
- **Night Shift**: 10:00 p.m. up to and including 2:00 a.m.
Optometrists who are assigned to work an evening or night shift according to either the regular starting times or as defined by the unit/department will be paid a shift differential as follows:

- **Evening Shift**: $0.95 per hour
- **Night Shift**: $1.30 per hour

**Temporary or Relief Lead Optometrists**

Any Optometrist that is assigned to serve as a lead on a temporary or relief basis will be compensated at a 5% differential for serving in that capacity.

Lead Optometrist positions will be backfilled on a temporary or relief lead basis when a Lead Optometrist is absent for two (2) or more weeks. In some cases, a Lead Optometrist position may be backfilled on a temporary or relief Lead basis when a Lead Optometrist is absent for less than two (2) weeks. Temporary or relief Lead Optometrists positions will be backfilled on a voluntary basis by the most senior Optometrist. In the event a temporary or relief lead is used to backfill for a Managing Optometrist, such positions will be backfilled on a voluntary basis by the most senior Optometrist.

**Alternate Compensation Program**

Optometrists who are regularly scheduled to work 20 hours or more per week are eligible to participate in the Alternate Compensation Program (ACP). The ACP provides compensation 20% over the base wage rate in lieu of participating in certain Company-paid benefits. Enrollment will be for a minimum of one (1) payroll calendar year beginning with the first (1st) pay period of the year. Optometrists choosing to participate in the ACP will be required to enroll during an open enrollment period each year. Newly hired or newly eligible Optometrists may enroll in the ACP upon hire or eligibility. Optometrists who wish to withdraw from the program must do so during the open enrollment period unless they lose the medical coverage they had through their spouse, domestic partner or parent.

The terms and conditions of the program are set forth in the ACP Agreement between the parties.

**Mileage Allowance**

Optometrists authorized to use their personal automobiles for Employer business will receive mileage allowance pay per mile in accordance with the Employer’s prevailing organizational mileage allowance policy.
If a business trip occurs during an Optometrist’s regular workday, mileage should be claimed only in excess of the distance normally traveled to and from the employee’s regular work location. If an Optometrist is temporarily assigned to another location, mileage should be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the Optometrist’s regular work location.

**ARTICLE XIX – LEAVES OF ABSENCE**

**Eligibility**

Leaves of absence, without pay, may be granted to Full-Time and Part-Time Optometrists at the discretion of the Employer. All requests for leaves of absence by Optometrists shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence, Optometrists must have at least six (6) calendar months of continuous service from date of hire unless more time is required (i.e., Family Leave requires 1-year 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. There is no waiting period for Workers’ Compensation.

**Family Leave**

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

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

**Medical Leave**

Optometrists who have at least six (6) calendar months of continuous service may receive an unpaid Medical Leave for their illness or injury. The six-month service requirement is waived for disabilities related to pregnancy.

For Optometrists who are regularly scheduled to work less than 32 hours per week or have less than two (2) years of service, the unpaid Medical Leave begins after the exhaustion of accrued Extended Sick Leave (ESL) hours and those elected Earned Time Off (ETO) hours used consecutively, immediately following ESL exhaustion.
For Optometrists who are regularly scheduled to work more than 32 hours per week and have more than two (2) years of service, the unpaid Medical Leave begins after the exhaustion of accrued ESL hours and those elected ETO hours used consecutively immediately following ESL exhaustion but not earlier than six (6) months of disability. In instances where there are no ESL hours or elected ETO hours, and the Optometrists are eligible for State Disability Income or a Workers’ Compensation Award, the Salary Continuance benefit will continue 50% of the Optometrists’ income for a maximum of six (6) months from the date of disability or until the Optometrists are eligible for Long-Term Disability, whichever comes first. Salary Continuance delays the commencement of the Medical Leave until the 7th month of disability.

A Medical Leave, without pay, for non-occupational related disabilities, including conditions related to pregnancy, shall be granted subject to the eligibility requirements for the period of disability, provided Optometrists furnish a physician’s certification setting forth the necessity for such a leave and the anticipated duration of the disability. For continued eligibility, physician re-certification will be required at the expiration of each previous certification.

Optometrists with less than two (2) years of continuous service shall be eligible for a medical leave of up to a maximum of six (6) months. Optometrists with two (2) or more years of service shall be eligible for a medical leave up to a maximum of one (1) year.

Benefits While on a Medical Leave

Premiums for continued Health Plan Coverage, Company-paid Supplemental Medical, and Company-paid Life Insurance will be paid by the Employer for the length of the Medical Leave for a maximum of one (1) year, provided three (3) months elapse between Medical Leave incidents. Optometrists will not be eligible for designated holiday pay on any unpaid leave status. Coverage not paid by the Employer, as specified above, may be continued at the Optometrists’ expense. ETO and ESL accruals will stop while on a Medical Leave. ETO and ESL will continue to accrue for one month only. Survivor Assistance will continue for one (1) year. If the Medical Leave is more than sixty (60) days, the ETO eligibility date for the accrual rate will be adjusted. Contributions to the TSR, KPSSRPU, Dependent Care Plan, Health Care Spending Account, and Commuter Choice Program will cease and the Optometrists will be responsible for making necessary arrangements to change their contribution status within 31 days of the commencement of the Medical Leave. If Optometrists wish to continue certain employee-paid benefits such as Additional Life Insurance, and/or Supplemental Medical, they must make arrangements to continue paying for these benefits. If they wish to maintain Alternate Mental Health or Dental coverage beyond thirty (30) days, they must make arrangements to pay for these benefits.
1914 **Occupational Injury or Illness Leave**

1915 Commencing on the first (1st) day of employment for those absences covered by Workers’ Compensation, an Optometrist’s leave shall be continuous until such time as said Optometrist has been released by the attending physician from the period of temporary disability and is available, physically capable of and qualified for performing substantially all job tasks. Such leave of absence may be extended up to a maximum of two (2) years. Optometrists will need to provide a physician’s certification of the necessity for and expected length of the leave.

1916 For Optometrists who are regularly scheduled to work less than 32 hours per week or have less than two (2) years of service, the unpaid Occupational Leave begins after the exhaustion of accrued Extended Sick Leave (ESL) hours and those elected Earned Time Off (ETO) hours used consecutively, immediately following ESL exhaustion.

1917 For Optometrists who are regularly scheduled to work more than 32 hours per week and have more than two years of service, the unpaid Occupational Leave begins after the exhaustion of accrued ESL hours and those elected ETO hours used consecutively immediately following ESL exhaustion but not earlier than six (6) months of disability. In instances where there are no ESL hours or elected ETO hours, and the Optometrists are eligible for State Disability Income or a Workers’ Compensation Award, the Salary Continuance benefit will continue 50% of the Optometrists’ income for a maximum of six (6) months from the date of disability or until the Optometrists are eligible for long-term Disability, whichever comes first. Salary Continuance delays the commencement of the Occupational Leave until the 7th month of disability.

1918 The Employer shall place an Optometrist released to return to work from an occupational injury or illness, without medical restrictions, to his/her former or comparable position at his/her regular rate of pay as soon as reasonable, not to exceed seven calendar (7) days after Employer’s receipt of the release.

1919 The Employer will place an Optometrist released to return to work from an occupational injury or illness, on a permanently restricted basis, in the former job provided the Optometrist is physically capable of performing substantially all the job tasks per the medical restrictions and limitations. If the Optometrist is unable to perform his/her former job, the Optometrist has the opportunity to bid on any job vacancy he/she is physically capable of and qualified to perform per his/her 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.
The occupational injury or illness leave will expire in less than two (2) years under the following circumstances:

1. If an Optometrist is no longer disabled and can perform his/her pre-disability job, with or without reasonable accommodation.
2. If there is uncontroverted medical evidence that the Optometrist is permanently disabled and cannot perform his or her pre-disability job, with or without reasonable accommodation.
3. If ninety (90) days after an Award from the Workers’ Compensation Appeals Board is received indicating that the Optometrist is permanently disabled, he/she cannot perform his/her pre-disability job, with or without reasonable accommodation.

Upon release from the attending physician for occupational injury or illness, the Employer may request that the Optometrist provide a return to work authorization containing the name of the physician, the physician’s signature, clarification of disability and the date he/she was released to return to work in sufficient time to allow the Employer to make an appropriate determination of jobs the Optometrist can perform, if any.

Benefits While on Occupational Leave – (Workers’ Compensation)

Premiums for continued Health Plan coverage, Company-paid Supplemental Medical, Dental, and Company-paid Life Insurance will be paid by the Employer for the length of the leave. No accruals will stop upon commencement of an Occupational LOA (and Medical LOA). The reason for this is because of the Salary Continuance benefit. For employees with two or more years of service, an Occupational LOA (and Medical LOA) commences after Salary Continuance benefits are exhausted. (Salary Continuance is a bridge to LTD benefits; employees with six months or more of ESL hours will not receive Salary Continuance benefits as they will be eligible for LTD benefits upon exhaustion of their six months or more of ESL hours). However, the ETO eligibility date for the accrual rate will not be adjusted. Optometrists will not be eligible for any paid time off such as Educational Leave, Bereavement Leave, designated holiday pay, etc., or any unpaid leave status. Coverage not paid by the Employer, as specified above, may be continued at the Optometrists’ expense. Survivor Assistance will continue for one (1) year. Contributions to the TSR, KPSSRPUG, Dependent Care Plan, Health Care Spending Account, and Commuter Choice Program will cease and the Optometrists will be responsible for making necessary arrangements to change their contribution status within 31 days of the commencement of the Occupational Leave. If Optometrists wish to continue certain employee-paid benefits such as Additional Life Insurance, and/or Supplemental Medical, they must make arrangements to continue paying for these benefits. If they wish to maintain Alternate Mental Health coverage beyond thirty (30) days, they must make arrangements to pay for these benefits.
1924 **Personal Leave**

Personal Leaves, without pay, may be granted for justifiable reasons, subject to the eligibility requirements, for specific time periods not to exceed thirty (30) consecutive calendar days. Under extenuating circumstances, the Employer shall give consideration to extending personal leaves. Extensions shall be granted at the discretion of the Employer and shall not exceed ninety (90) consecutive calendar days. Personal Leaves for situations covered by Family Leave will not be considered until the provisions described in the Family Leave Section have been exhausted.

1926 Non-emergency leaves of absence must be requested at least fourteen (14) calendar days in advance.

1927 **Benefits While on Personal Leave**

Premiums for continued Health Plan coverage, Company-paid Supplemental Medical, Alternate Mental Health, Dental, and Company-paid Life Insurance coverage will be paid by the Employer for thirty (30) calendar days provided three (3) months elapse between Personal Leaves. Survivor Assistance and ETO and ESL accruals will continue for up to thirty (30) calendar days only. The ETO and ESL eligibility dates for the accrual rate will be adjusted if the Personal Leave extends beyond sixty (60) days. Coverage not paid by the Employer, as specified above, may be continued at the Optometrists’ expense if the Personal Leave extends beyond thirty (30) days. If Optometrists wish to continue certain employee-paid benefits such as Additional Life Insurance, and/or Supplemental Medical, they must make arrangements to continue paying for these benefits. If they wish to maintain Health Plan, Company-Paid Supplemental Medical, Alternate Mental Health, Dental or Company-paid Life Insurance coverage beyond thirty (30) days, they must make arrangements to pay for these benefits. Optometrists will not be eligible for the Disability Plans while on a Personal Leave, therefore, should they become ill or injured during a Personal Leave, they will not be eligible for short-term Disability, Salary Continuance, or long-term Disability.

1929 **Military Leave**

1930 All Optometrists will be afforded the opportunity to take Military Leave in accordance with the Employer’s current policy.

1931 **Voluntary Leave For Disaster Service**

1932 All Optometrists will be afforded the opportunity to take a Voluntary Leave for Disaster Service in accordance with the Employer’s current policy.
1933 Return from a Leave of Absence

1934 Optometrists shall give as much notice as possible of their intent to return from an authorized leave of absence. Prior notice of two (2) weeks may be required of the Optometrist by their immediate supervisor as a condition of reinstatement to a position. The Employer will attempt to reinstate Optometrists returning from leaves of absence earlier than two (2) weeks. Such Optometrists shall be reinstated to their former or like position in which they were employed prior to the leave of absence. If conditions have so changed that this is not reasonable, the Employer will reinstate the Optometrists to a position that is as nearly comparable to their original position with respect to hours, wages, benefits, location, etc., as is reasonable under the circumstances and will give the Optometrists preferential consideration for reinstatement into a like position, when comparable vacancies occur. If an Optometrist is on a leave due to illness, a Physician’s release will be required.

1935 Personal Time Off

1936 Commencing on the first (1st) day of employment, where circumstances warrant, an Optometrist may request and may receive personal time off, without pay, for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, on-duty Optometrists may ask for personal time off which shall be granted on momentary notice and such Optometrist will be released from duty as soon as possible. In determining whether such a request shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.

1937 Bereavement Leave

1938 Effective the first day of the month following eligibility, all full-time and part-time employees are eligible for bereavement leave. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

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

1939 Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more one way 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.

1940 **Jury Duty**

1941 Employees shall receive paid leave for jury duty for duration of such service.

1942 There will be no offset to employees’ pay nor collection of jury duty pay provided by the courts.

1943 Employees required to report for jury services or subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work. It is intended that both full and part-time employees will not suffer a loss of compensation for participation in jury services/qualifying appearances. For example, the employee may, with the agreement of the Employer, work a shift or partial shifts in addition to time spent on jury services/qualifying appearances and shall be compensated for additional time at the regular rate. Schedules will be modified by mutual agreement to minimize disruption of patient care and to avoid undue burden on the employee.

1944 For full-time employees, in the absence of mutual agreement as outlined above, these employees will be scheduled day shift hours on weekdays for a maximum of eight (8) hours per day. When a full-time employee is released from jury services/qualifying appearances in sufficient time to return to work for a minimum of four (4) hours, she/he shall be required to do so.

1945 Part-time employees shall receive pay for the number of hours regularly scheduled on the day of jury service/qualifying appearance, for a maximum of eight (8) hours per day. In the event that the part-time employee is regularly scheduled to work more than eight (8) hours on the day of the jury service/qualifying appearance, then the schedule will be modified by mutual agreement. In the absence of such mutual agreement, the employee will return to work if the release time from jury service/qualifying appearance permits a minimum of four (4) work hours.
2000  **ARTICLE XX – HEALTH AND WELFARE BENEFITS**

2001  **Health Plan Coverage for Active Employees**

2002  Optometrists regularly scheduled to work twenty (20) or more hours per week, are eligible for Company-paid Kaiser Foundation Health Plan (KFHP) coverage on their date of hire. The plan covers the Optometrists and their eligible dependents.

2003  Eligible dependents include spouse or domestic partner with a KP Domestic Partnership Affidavit; unmarried natural, step or adopted child under the age of 25, foster child under age 25 with court-issued Notice of Intent to Adopt, unmarried natural, step or adopted child of any age if he/she is handicapped and the disability occurred prior to the limiting age, a child under the age of 25 for which the Optometrist is the court appointed guardian, and grandchild who lives with the Optometrist, if the grandchild’s parent qualifies as the Optometrist’s dependent as defined by Internal Revenue Code 152(a)(1). Physically or mentally disabled children are also covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required by the KFHP.

2004  The KFHP is a comprehensive medical plan covering services directly at Kaiser Permanente Medical facilities including hospitalization inpatient and outpatient, surgery, prescriptions by a Southern California Permanente Medical Group Physician, vision care and mental health coverage.

2005  There is a five-dollar ($5) co-payment per each doctor’s office visit and per prescription by a Southern California Permanente Medical Group Physician filled at a Kaiser Permanente Pharmacy. Co-payments for mental health visits will also be five-dollars ($5).

2006  KFHP coverage stops at the end of the month in which the Optometrist transfers to an ineligible status or terminates employment.

2007  **Health Plan Coverage for Retirees**

2008  Optometrists who retire at age sixty-five (65) with fifteen (15) or more years of service, and have Health Plan coverage at the time of retirement, will be eligible for Retiree Health Plan coverage on their retirement date. Coverage will be extended to the spouse or domestic partner of the eligible retiree until such time that the spouse or domestic partner marries, remarries, enters a new domestic partnership or dies, and to the retiree’s eligible dependents until they reach the limiting age. Physically or mentally disabled children are covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required by Health Plan.
2009 Retirees younger than age 65 (i.e., Early Retirees) with fifteen (15) or more years of service will be eligible for Employer-paid Retiree Health Plan coverage commencing at age sixty-five (65). As an exception, early retirees with fifteen (15) or more years of service, who have ten (10) or more years of service prior to January 1, 1990, will be eligible for Retiree Health Plan coverage on their early retirement date.

2010 Upon attaining age sixty-five (65) retirees must enroll in Parts A and B of Medicare in order to be eligible for continued Retiree Health Plan coverage. The spouse or domestic partner must enroll in Parts A and B of Medicare when eligible. Eligible dependents will be covered until they reach the limiting age. Physically or mentally disabled children are also covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required by Health Plan.

2011 **Survivor Coverage**

2012 In the event an Optometrist, who has fifteen (15) years or service and has met the eligibility requirements for retirement, dies while actively employed, Retiree Health Plan coverage will be provided to the spouse or domestic partner, until marriage, remarriage, new domestic partnership or death, and eligible dependents until they reach the limiting age. Coverage will begin when the deceased Optometrist would have been eligible for Retiree Health Plan coverage if he/she was alive.

2013 In the event a retiree with Retiree Health Plan coverage dies, the Retiree Health Plan coverage shall continue for the spouse or domestic partner until marriage, remarriage, new domestic partnership, or death and for eligible dependents until they reach the limiting age.

2014 Upon the death of the retiree with Retiree Health Plan coverage, a physically or mentally dependent child who is beyond limiting age, will be given the option to convert to direct pay Health Plan Coverage or continue Health Plan Coverage under provisions as specified by COBRA.

2015 The Out-of-Area (OOA) Plan: is an optional plan for retirees who are eligible for post-retirement medical benefits and who move to an area not served by Kaiser Permanente. The OOA plan will integrate with Medicare, when applicable, and includes inpatient services at 100% of usual and customary; outpatient services such as lab tests, outpatient surgery, etc., at 100% of usual and customary; emergency care at 100% of usual and customary; prescription drugs (co-payments apply). Retirees have the option to maintain their Southern California Kaiser Permanente Retiree Health Plan coverage instead of the OOA plan. This coverage is not comprehensive and covers emergency/urgent care and mail order prescriptions only.
2016 The Out-of-Region (OOR) Plan: is a required plan for retirees who are eligible for post-retirement medical benefits and who move to another Kaiser Permanente region. The OOR plan will require Medicare assignments, when applicable. The OOR plan includes services such as doctor’s office visits, prescription drugs, inpatient services, emergency care, vision care, and durable medical equipment coverage. Co-payments will apply.

2017 **Parent Medical Coverage**

2018 The Employer offers a group Health Plan coverage for eligible parents, stepparents, parents-in-law and parents’ domestic partners. The terms and conditions of this plan are in accordance with the National Agreement.

2019 **Alternate Mental Health**

2020 Optometrists regularly scheduled to work thirty-two (32) or more hours per week, are eligible for the Alternate Mental Health insurance on their date of hire provided the Optometrist is actively at work on the day coverage becomes effective. Coverage is extended to eligible dependents on the same date. The Alternate Mental Health coverage is Company-paid and covers 80% of reasonable and customary charges up to the maximum of 25 outpatient visits allowed per calendar year. Co-payments apply.

2021 This plan is governed by the terms and agreements between the insurance carrier and the Employer.

2022 **Supplemental Medical**

2023 Optometrists regularly scheduled to work thirty-two (32) or more hours per week have the option to purchase Supplemental Medical. Coverage starts on the Optometrists’ date of hire provided they are actively at work on the day coverage becomes effective.

2024 Supplemental Medical is intended to supplement but not replace services provided under the KFHP. This coverage pays 80% of reasonable and customary expenses for services not covered or that exceed the limits under KFHP. This coverage covers you and your eligible dependents each for up to the $1,000,000 lifetime maximum. Deductibles and co-insurance apply.

2025 Supplemental Medical Premiums for the first five (5) years are paid by the employee. After five (5) years the premiums are Company-paid. Premiums are Company-paid for Optometrists hired prior to April 1, 1995, who were eligible for Supplemental Medical coverage on April 1, 1995.

2026 This plan is governed by the terms and agreements between the insurance carrier and the Employer.
2027 **Dental Plan**

2028 Optometrists who are regularly scheduled to work twenty (20) or more hours per week are eligible for dental coverage effective the first day of the month after three (3) months of employment. Coverage extends to the Optometrists, their spouse or domestic partner, and eligible dependents up to the limiting age. Dental coverage is Company-paid. However, any cost for the pre-paid plans that exceeds the Employer’s cost for the Delta Dental Plan shall be borne by the Optometrists. To determine the cost of the Delta Dental Plan, prior to April 1 of each year, the Employer will compute the monthly premium amount paid for the Delta Dental Plan by dividing the previous calendar year cost by the number of Optometrists covered in that year, divided by twelve (12) months.

2029 During the first two (2) years of employment, Optometrists hired on or after April 1, 1995, must choose between two (2) pre-paid dental plans.

2030 The pre-paid dental coverage services are covered at one hundred percent (100%). These services are provided through one of the respective panel providers. There is no annual maximum benefit under the pre-paid options.

2031 After two (2) years of employment, in addition to the two (2) pre-paid dental plans, Optometrists have a third option to select the Delta Dental Plan during the annual open enrollment.

2032 The Delta Dental Plan coverage becomes effective the first of April following the open enrollment election. The plan covers one hundred percent (100%) of preventative services, eighty percent (80%) of usual, customary and reasonable charges for basic services. Basic services are oral surgery, periodontics, endodontics and restorative dentistry. The plan covers fifty per cent (50%) for major services such as crowns, jackets and cast restorations, orthodontic services and construction or repair of bridges and dentures. Orthodontia coverage is limited to dependent children under age nineteen (19) at fifty percent (50%) with a lifetime maximum of twelve hundred fifty dollars ($1250). The Delta Dental Plan allows Optometrists to select any dentist or a participating Delta dentist. The calendar year maximum dental benefit is one thousand dollars ($1,000) per person.

2033 Kaiser Permanente does not provide Company-paid Dental coverage for retirees.

2034 **Eligible Dependents**

2035 Eligible dependents will include spouse, domestic partner with a filed Domestic Partnership Affidavit, unmarried dependent children up to age 25, including stepchildren, legally adopted children, eligible children of the domestic partner, and
other persons under the age limit for whom the Optometrist is the court-appointed guardian and chief support, and grandchildren who live with the Optometrist, if the grandchildren’s parent qualifies as the Optometrist’s dependent as defined by Internal Revenue Code 152(a)(1). Physically or mentally disabled children are also covered past age 25, provided such disability occurred prior to the dependent children turning 25. Annual certification of disability and dependency may be required.

2036 Some of the benefits provided to domestic partners and their children may be taxable to the Optometrist.

2037 The dental plans are governed by the terms and agreements between the dental carriers and the Employer.

2038 **Life Insurance**

2039 Each Optometrist regularly scheduled to work thirty-two (32) or more hours per week will be provided with the Age-Rated Life Insurance coverage on his/her date of hire provided he/she is actively at work. The Employer contributes a specific percentage of the Optometrist’s compensation based on his/her years of service, which determines how much coverage will be purchased on behalf of the Optometrist.

2040 Each Optometrist regularly scheduled thirty-two (32) or more hours per week will have the option of electing additional insurance up to a maximum of seven hundred fifty thousand dollars ($750,000) when combined with the Company-paid Age-Rated Life Insurance. If the option for additional coverage is waived when first eligible or if the coverage is above $150,000, proof of Insurability (EOI) may be required before being allowed to purchase coverage. Premium rates are subject to change annually.

2041 Optometrists hired prior to October 1, 1986 had the option to remain in the previous life insurance program that provided either a $5,000 Company-paid coverage or two-times their annual salary in life insurance coverage. After five (5) years of service, this program provided an additional one-time annual salary supplement and covered the Optometrist in case of Accidental Death and Dismemberment.

2042 **Accelerated Benefit Option (ABO)**

Under the ABO, Optometrists diagnosed with a terminal illness with a life expectancy of six months or less may apply for up to 50% of their life insurance paid to them in a lump sum. Certain requirements and provisions apply.

2043 Each Optometrist who retires under the Early, Normal or Postponed retirement options with fifteen (15) years of service (or ten (10) years of service as of 7/1/86), and was regularly scheduled to work thirty-two (32) or more hours per week and had life
insurance coverage at the time of retirement, Kaiser Permanente will provide the Optometrist with Company-paid retiree life insurance coverage. The Age-Rated insurance will taper in five (5) year increments to a minimum of $5,000. The $5,000 life insurance will reduce to $2,000. The two (2) times annual insurance will taper 1% per month for seventy-five (75) months to the greater of $2,000 or 25% of the original life insurance amount. The one (1) time annual salary Supplemental Life insurance coverage may be converted to an individual plan.

Additional Employee-purchased coverage will be available for conversion to an individual policy upon retirement.

If an Optometrist becomes totally disabled for at least six (6) months but not more than twelve (12) months, the Company-paid life insurance coverage will continue with premiums being paid by the insurance company (excluding the one-time annual supplemental coverage under the previous life insurance and any additional life insurance the Optometrist may be purchasing). The premium waiver will continue from the date the insurance company approves the Optometrist’s total disability until he/she returns to work, is no longer disabled, or reaches the maximum allowable timelines based on the age he/she becomes disabled.

Survivor Assistance Benefits

Each full-time and part-time Optometrist will be provided survivor assistance benefit equal to one (1) month’s base wages (prorated for part-time Optometrists). This benefit is payable to a designated beneficiary in the event of an Optometrist’s death.

Travel Accident Insurance

Each Optometrist regularly scheduled to work twenty (20) or more hours per week will be automatically enrolled in Travel Accident Insurance. The Travel Accident Insurance coverage provides a benefit four (4) times the Optometrist’s annual salary with a minimum benefit of one hundred thousand dollars ($100,000) and a maximum of two hundred fifty thousand dollars ($250,000), whichever is greater. This benefit will be paid to a designated beneficiary in the event of death as a result of a travel accident while on company business.

Professional liability coverage provided by the Southern California Permanente Medical Group (SCPMG) provides financial protection for Optometrists against malpractice claims that may be filed as a result of professional activities performed for SCPMG.
**Short-Term Disability (STD) Insurance**

Active Optometrists regularly scheduled to work thirty-two (32) or more hours per week have the option to purchase short-term Disability (STD) insurance. Benefits are payable beginning on the first (1st) day of hospitalization or on the eighth (8th) consecutive day of illness or injury or upon exhaustion of ESL hours, whichever is later. This coverage provides at least fifty percent (50%) of the Optometrist’s base salary, or up to sixty percent (60)% of the base salary if combined with other disability income such as State Disability Insurance (SDI), Workers’ Compensation and/or Social Security. Disability benefits may be paid for a maximum of three (3) years from the date of disability with continued physician certification. Disability benefits will cease earlier if the Optometrist is no longer disabled, or dies. The Optometrist must pay a monthly premium for this benefit.

**Salary Continuance**

Each Optometrist regularly scheduled to work thirty-two (32) or more hours per week is automatically eligible for the Salary Continuance (SC) plan after two (2) years of employment. This benefit is Company-paid.

In the event of a disability, in instances where the Optometrist has no ESL hours or does not elect ETO hours, the Salary Continuance benefit will bridge the Optometrist’s income with a total of 50% of his/her base salary for up to six (6) months from the date of disability or until the Optometrist is eligible for Long-Term Disability, whichever is sooner. In order to receive Salary Continuance benefits, the Optometrist must be eligible for SDI or Workers’ Compensation.

**Long-Term Disability (LTD)**

An Optometrist regularly scheduled to work thirty-two (32) or more hours per week and has two (2) years of employment, is automatically covered by the Company-paid Long Term Disability (LTD) benefits. LTD provides monthly income payments if an Optometrist becomes disabled and cannot earn more than 80% of his/her pre-disability salary.

Benefits are payable after six (6) months of disability or when an Optometrist exhausts all hours in his/her ESL Bank and uses any immediately elected ETO hours, whichever is later. This benefit provides at least fifty percent (50%) of an Optometrist’s base salary or up to sixty percent (60%) if integrated with other disability income such as State Disability, Worker’s Compensation and/or Social Security, or up to 100% of the Optometrist’s pre-disability base salary with offsets from other income, during the first (1st) twenty-four (24) months of disability if participating in an approved rehabilitation/return to work incentive plan. Further incentives are provided after the first (1st) twenty-four (24) months, if applicable. Benefits are paid on a monthly basis according to the following table:
2059 **Duration of Benefits Table**

<table>
<thead>
<tr>
<th>Age on Date that Disability Starts</th>
<th>Maximum Benefit Duration from date of disability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 61</td>
<td>Up to age 65</td>
</tr>
<tr>
<td>62</td>
<td>48 months</td>
</tr>
<tr>
<td>63</td>
<td>48 months</td>
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<td>24 months</td>
</tr>
<tr>
<td>68</td>
<td>24 months</td>
</tr>
<tr>
<td>69 and over</td>
<td>2 months</td>
</tr>
</tbody>
</table>

2060 LTD benefits due to mental or nervous disorders or diseases, and drug, alcohol or substance abuse or dependency are limited to a maximum of three (3) years in the Optometrist’s lifetime.

2061 The LTD plan has a pre-existing condition clause that excludes disability coverage during the first twelve (12) months of coverage on a disability resulting from a condition which is treated within three (3) months prior to coverage becoming effective.

2062 Coverages, limitations and exclusions of the foregoing life insurance and disability plans are established by the Employer’s agreement with the insurance carrier.

2100 **ARTICLE XXI – PENSION PLANS**

2101 **Kaiser Permanente Retirement Plan (KPRP)**

2102 Retroactive to their date of hire, all Optometrists regardless of status and work schedule are automatically participants in the Employer-funded Kaiser Permanente Retirement Plan (KPRP), provided they complete at least one thousand (1000) hours of service in a consecutive 12-month period.

2103 This pension plan provides Optometrists with retirement income based on their length of service and compensation.

2104 If an Optometrist terminates with at least five (5) years of service is vested in the plan and he/she is entitled to a benefit from this plan payable at age 65.
Years of Service

One year of Service is equal to one thousand (1000) compensated hours in a calendar year. There is no proportional year of Service for those years in which an Optometrist has fewer than 1,000 compensated hours. Years of Service determine if an Optometrist is eligible for deferred vested retirement, or early, normal or postponed retirement.

Credited Service

One year of Credited Service is equal to two thousand (2,000) compensated hours in a calendar year. For those years in which an Optometrist has fewer than two thousand (2,000) compensated hours, proportional Credited Service will be granted for all compensated hours based upon a two thousand (2,000) hour year. Credited Service is used to determine the amount of monthly pension benefits.

Final Average Monthly Compensation (FAMC)

FAMC is the Optometrist’s average monthly compensation for the highest sixty (60) consecutive months of employment in the last one hundred and twenty (120) months of employment. The FAMC shall be calculated based on straight time base rate and will not include bonuses, allowances, and differentials.

The formula for normal monthly retirement income shall be the FAMC multiplied by the 1.5% factor multiplied by the years of credited service.

Types of Retirement

Early Retirement

Early retirement eligibility is established if an Optometrist is at least fifty-five (55) years old and has fifteen (15) or more years of Service, or when the sum of his/her age and years of Service is at least 75.

Normal Retirement

Normal retirement is established if an Optometrist is age sixty-five (65).

Postponed Retirement

Postponed retirement is established when an Optometrist retires beyond age sixty-five (65).
2119 **Pre-Retirement Survivor Annuity**

2120 In the event an Optometrist who is vested in the pension plan dies while actively employed, the Employer will provide the surviving spouse or eligible domestic partner a lifetime monthly benefit. The amount of the Survivor Annuity is determined as if the Optometrist had elected a joint and survivor annuity with a 66 2/3% continuation to the surviving spouse or domestic partner. If the employee were to die before actual retirement, the spouse or domestic partner of the deceased employee will receive a pension benefit calculated as if the employee had retired on the day before his/her death. This benefit is payable to the spouse at the earliest time that the employee would have qualified to commence benefits. The benefit is payable to the domestic partner no later than one year following the employee’s death.

2121 The foregoing is a summary of the Kaiser Permanente Retirement Pension Plan.

2122 The Pension Plan is governed by the Pension Plan document.

2123 Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG).

2124 Upon the completion of two (2) years of employment Optometrists automatically participate in the company paid Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG).

2125 The Employer contributes a fixed five percent (5%) of the Optometrists’ annual salary to KPSSRPUG.

2126 Optometrists may elect to make after-tax contributions by deferring a percentage of their salary into this plan.

2127 **Tax Savings Retirement (TSR) Plan**

2128 Optometrists may elect to participate in the Tax Savings Retirement Plan (TSR) through pre-tax contributions. Enrollment in this plan can be on their date of hire or anytime thereafter, regardless of employment status and work schedule.

2129 The foregoing Retirement Tax Savings Plans are established by Kaiser Permanente and the future and the provisions of the plans are determined by the Employer.
ARTICLE XXII
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP CONTINUING EDUCATION

2201 The parties agree to the need for continuing education opportunities for Optometrists related to the practice of Optometry.

2202 The parties will form an Educational Sub-Committee of the Regional Professional Practice Committee, as outlined in paragraph 2509, which shall develop the continuing education opportunities.

2203 It is understood that on occasion due to staffing needs, it may be necessary for the Optometrist to relinquish attendance at said educational opportunity. In such instance, an Optometrist may elect to work in lieu of attending the continuing educational opportunities.

2204 Any Mandatory educational or training opportunities that are provided by the Employer will be regular paid time. Optometrists may choose to utilize Educational Leave for attendance at non-mandatory educational or training opportunities.

2205 Educational Leave

2206 Educational Leave is intended to allow Optometrists to obtain continuing education credits as a condition of licensure by attending private or Employer programs voluntarily without loss of pay.

2207 Upon completion of one (1) year of service, each Optometrist regularly scheduled to work thirty-two (32) + hours per week will be granted five (5) days of Educational Leave each calendar year. Optometrists regularly scheduled to work less than thirty-two (32) hours per week will be granted three (3) days of Educational leave each calendar year. Educational Leave may be taken in full or partial days. Optometrists will continue to receive their appropriate weekly salary during the week in which the Optometrists take Educational Leave. Full-time and part-time Optometrists may carry over Educational Leave to the next year for a maximum accumulation of fifteen (15) days to be taken in any one year. Upon termination of employment, no payment will be made for unused Educational Leave. Per Diem Optometrists converting to regular status shall be eligible for Education Leave upon completion of one (1) year of service based on their adjusted eligibility date.

2208 Compensatory time off will be granted for Educational Leave taken on a day that the Optometrist is not scheduled to work.

2209 Requests for leave shall be made in writing in advance to facilitate scheduling. Approval will be based on operational needs to support patient care. Educational leave will be
granted on a rotational basis by module in accordance with paragraph 1724. Verification of attendance will not be required unless there is a change in regulatory requirements.

2210 Expenses for Educational Leave are not reimbursable and the cost shall be borne by the Optometrists.

2211 Educational Leave shall be granted on a rotational basis within the module. The identified modules are the same as the time off with pay modules. The parties shall jointly monitor the rotation.

2212 **Continuing Education**

2213 In addition to Education Leave pursuant to Paragraph 2205, Optometrists who work thirty-two (32) hours or more per week will be granted three (3) Continuing Education days per calendar year and part-time Optometrists who work less than thirty-two (32) hours per week will be granted two (2) Continuing Education days each calendar year. Continuing Education days will not carry over from year to year. Such days may be used for voluntary attendance at Employer educational programs or at non-Kaiser Permanente educational programs. The parties encourage use of one (1) Continuing Education day to attend the annual Optometrist Symposium. Newly hired Optometrists or Per Diem Optometrists converting to regular status shall be eligible for Continuing Education days immediately upon hire or conversion to regular status with said days pro-rated based on the time of year the hire or conversion occurs.

<table>
<thead>
<tr>
<th>Month of Hire or Conversion to Regular Status</th>
<th>Full Time Employee Accrual</th>
<th>Part Time &lt;32 hr Employee Accrual</th>
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<tr>
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<td>June</td>
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<td>July</td>
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<tr>
<td>November</td>
<td>0.5 days</td>
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<tr>
<td>December</td>
<td>0.5 days</td>
<td>0.5 days</td>
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</table>
Requests for and granting of Continuing Education days shall be made in accordance with requests for Educational Leave pursuant to Paragraphs 2209 and 2211.

Continuing Education days may be used in full or partial days. Optometrists will continue to receive their appropriate weekly salary during the week in which Optometrists take Continuing Education day(s). Compensatory time off will be granted for Continuing Education days that are taken on a day that an Optometrist is not scheduled to work.

Expenses for Continuing Education days are not reimbursable, and the cost shall be borne by the Optometrist.

Tuition Reimbursement

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

ARTICLE XXIII – OBSERVANCE OF PATIENT SCHEDULES

It is agreed that the primary criteria of the Optometrist classification is direct delivery of patient care, and the assurance of meeting patient scheduling is vital to the continuation of the basic program.

Notwithstanding the Association’s right to exercise economic action when its own contract is terminated, the Employer, in accordance with Article IV Strikes and Lockouts, expects all members of the bargaining unit to honor that provision. In addition, Optometrists will be given permission by the Association to meet patient schedules throughout any or all work stoppages by non-Optometrist employees of the Employer. This agreement pertains solely to the normal or standard duties of each and every Optometrist, and no other non-Optometrist duties will be requested of or assigned to each Optometrist during a work stoppage by other non-Optometrist employees.

The Employer fully respects that an Optometrist may work under protest and will take no retaliatory action towards the Optometrist.

ARTICLE XXIV – SUBCONTRACTING

The parties agree with and accept the provisions of the National Agreement with respect to subcontracting. In the event of the need to discuss the issue of subcontracting, prior to going to the Regional Partnership Council and the National Labor Management Strategy Group, the issue will be discussed in the appropriate forums i.e.; the local and regional Professional Practice Committee as well as the PVS Governing Board. If the decision to subcontract is agreed to, such subcontracting shall not result in a loss of hours or layoffs to Bargaining Unit Members.
2500  ARTICLE XXV – PROFESSIONAL PRACTICE COMMITTEES

2501 The parties agree to convene both a Regional and Local Professional Practice Committee for the purpose of carrying out the goals of the Labor/Management Partnership by providing a forum for a joint decision making process. The parties will use interest-based problem solving techniques to accomplish their charter. The Employer recognizes the professional status of the Optometrists and as a matter of policy agrees to work collaboratively on issues involving the practice of Optometry at Kaiser Permanente.

2502 Regional Professional Practice Committee

2503 A Regional Professional Practice Committee shall be composed of five (5) Association Representatives to include one affiliate officer, three staff Optometrists and a Staff Representative from the State Office. The Employer will also have five (5) Representatives to include four (4) Management Representatives and a Regional Labor Relations Representative.

2504 The subjects to be addressed will include:

1. Reviewing the various types of exams, procedures and time required to ensure members receive care that is consistent with the Kaiser Permanente Promise.

2. Determining best scheduling practices.

3. Developing practice models.

4. Implementing technological and program changes.

5. Ensuring the financial health of the organization through productivity and access.

6. Additional issues may be addressed upon mutual agreement.

2505 The Committee shall meet as needed, but not less than quarterly. The parties will mutually agree upon the setting of the agenda and scheduling of meetings.

2506 Local Professional Practice Committee

2507 A Local Professional Practice Committee will be formed to provide a forum for joint decision making process at the local level. The parties agree that each Medical Center will have a local committee. The committee shall meet as needed, but not less than monthly. The agenda and meeting schedules will be jointly set. Either party may place items on the meeting agenda.

2508 The Committee, at a minimum, shall consist of two (2) Employer representatives and two (2) Union Representatives. One (1) Union representative will be a local KPASCO representative. Ad hoc members may be brought into the process at any time by mutual agreement.
The subjects to be addressed are not limited to but may include:

- Staffing
- Scheduling
- Financial
- Quality Management
- Ophthalmology
- PVS Goals/Promotions
- Medical Center Clinical Goals
- Scope of Practice

**Education Sub-Committee**

The parties will form an education sub-committee of the Regional Professional Practice Committee to plan the annual Optometry Educational Opportunity.

**ARTICLE XXVI – HIRING**

In the interest of maintaining high quality staff, the Employer recognizes the value of input from the Optometrists. We would like to create and maintain a culture where Optometrists are involved in decisions around hiring within the Optometry department.

Therefore, the Association shall be afforded representation on committees, panels or groups created with the purpose of attaining these goals.

However, management retains its rights to make all decisions regarding hiring, firing and corrective action.

**ARTICLE XXVII – RECRUITMENT AND RETENTION**

The parties agree to the value of working together to provide high quality, affordable vision care.

To meet this goal the parties will work collaboratively on the issues of recruitment and retention through the Regional and Local Professional Practice Committees or other forum as available.

**ARTICLE XXVIII – SAFETY AND HEALTH**

The Employer shall make reasonable provisions for the safety and health of the Optometrists during the hours of their employment. The Employer will also review
unsafe conditions brought to its attention for corrective action when necessary. The Employer, the Association and the Optometrists recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

2900 ARTICLE XXIX – SAVINGS CLAUSE

2901 If any provision of this Agreement is found to be in conflict with any Federal or State laws, the remaining provisions of the Agreement shall remain in full force and effect.

3000 ARTICLE XXX – DURATION

3001 This Agreement shall be effective on March 1, 2016, and shall continue in effect to 12:01 a.m. February 28, 2019. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

3002 Reopening

3003 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.

3004 When notice to amend is given the Party giving notice must specify such changes in writing prior to the beginning of negotiations.

3005 If a new Agreement is not reached prior to the expiration or any anniversary date thereafter, the Parties may mutually extend the existing Agreement, in writing, for a specified period of time.

3006 Applicable Federal Law which establishes special notice periods for health care institutions shall prevail over this Agreement

3100 ARTICLE XXXI – OPTOMETRIST WAGE SCHEDULE

3101 Advanced Hiring Criteria

New Optometrists with previous experience will be hired beyond the minimum salary as follows:

<table>
<thead>
<tr>
<th>Experience</th>
<th>Hire Rate</th>
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<tbody>
<tr>
<td>1 – 2 Years</td>
<td>Start</td>
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<tr>
<td>2 – 3 Years</td>
<td>1 Year</td>
</tr>
<tr>
<td>3 Plus Years</td>
<td>2 Year</td>
</tr>
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</table>
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written:

KAISER FOUNDATION HOSPITALS
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

/s/ Dr. Benjamin K. Chu, MD
Dr. Benjamin K. Chu, MD
Group President, Kaiser Foundation Hospitals and Health Plan, Inc.
Regional President, Southern California

/s/ Dr. Edward M. Ellison, MD
Dr. Edward M. Ellison, MD
Executive Medical Director and Chairman of the Board
Southern California Permanente Medical Group

/s/ Judy F. White
Judy F. White
Chief Operating Officer
Southern California Permanente Medical Group

/s/ Sylvia Everroad, RN, MSN
Sylvia Everroad, RN, MSN
Chief Administrative Officer
Southern California Permanente Medical Group

/s/ Arlene F. Peasnall
Arlene F. Peasnall
Senior Vice President
Human Resources

/s/ Larry Macapagal, OD
Larry Macapagal, OD
Director of Optometry
Vision Essentials by Kaiser Permanente

/s/ Mitch Rutledge
Mitch Rutledge
Administrator
Vision Essentials by Kaiser Permanente

/s/ Belkys Martin
Belkys Martin
Senior Labor Relations Representative
Kaiser Permanente Labor Relations

/s/ Cindi Johnson
Cindi Johnson
Chief Officer, Quality and Systems of Care, Southern California Permanente Medical Group
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/UNION OF HEALTH CARE PROFESSIONALS**

**KAISER PERMANENTE ASSOCIATION OF SOUTHERN CALIFORNIA OPTOMETRISTS (KPASCO)**

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<tr>
<td>President</td>
<td>/s/ Denise Duncan, RN</td>
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<td>Denise Duncan, RN</td>
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<td>Treasurer</td>
<td>/s/ Jettie Deden-Castillo, NP</td>
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<tr>
<td>Secretary</td>
<td>/s/ Charmaine Morales, RN</td>
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<td>Executive Assistant to the Officers</td>
<td>/s/ Bill Rouse</td>
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<td>President</td>
<td>/s/ Dan Pollack, OD</td>
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<td>/s/ Mary Cavanaugh, OD</td>
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<td>/s/ Madhu Chawla, OD</td>
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<td>/s/ Wilbur Wu, OD</td>
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<tr>
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<td>/s/ Christopher Albaugh, OD</td>
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LETTERS OF UNDERSTANDING

1. ALTERNATE COMPENSATION PROGRAM AGREEMENT

The Alternate Compensation Program (ACP) is a pay option, which provides eligible Optometrists with a 20% wage rate differential in exchange for their participation in certain benefits plans. Optometrists, who are regularly scheduled to work 20 hours or more per week, are eligible to participate in ACP.

Optometrists enrolling in ACP will not be eligible for the following benefits:

- Health Plan
- Supplemental Medical
- Alternate Mental Health
- Dental Plan
- Company-paid Life Insurance
- Earned Time Off Program
- Disability Plans
- Designated Holiday Pay for Holiday not worked
- Other paid time off such as Compassionate Leave, Educational Leave.

However, Optometrists participating in ACP may request two (2) weeks of unpaid leave per year and in one-week increments the unpaid leave may be accumulated up to a maximum of four unpaid weeks.

Optometrists enrolling in ACP will continue to be eligible for the following benefits in addition to the 20% rate above their wage:

- Employee-purchased Life Insurance (for Optometrists scheduled to work 32 hours or more per week)
- Dependent Care Plan
- Health Care Spending Account
- Commuter Choice Program
- Tax Savings Retirement
- 5% Employer Contributions for the Kaiser Permanente Supplemental Savings Retirement Plan for Union Groups (KPSSRPUG) based on their base wage rate (not ACP rate)
- Basic Retirement Pension Plan
• Jury Duty
• Parent Medical Coverage
• Survivor Assistance
• Tuition Reimbursement
• Travel Accident Insurance
• Unpaid Leaves of Absence (no benefits associated with the leaves)
• Straight time pay at ACP rate for Holiday worked

Optometrists who enroll in ACP will be paid off all of their accrued ETO hours at the regular base rate, prior to the effective date of entering ACP. Accrued ESL and Educational Leave will be frozen upon entering ACP and restored upon return to the Benefits Program. Optometrists will continue to accrue pension service for purposes of vesting and credited service. Final average pay will be calculated based on straight time base wage rate.

Optometrists who choose to participate in ACP must remain in the Program for the entire payroll calendar year, and will continue from year to year unless the Optometrist disenrolls in writing by completing an ACP withdrawal form during the annual Open Enrollment Period. An Optometrist who is covered under a spouse’s or domestic partners, or parents’ health care coverage and loses coverage, may elect to disenroll from ACP and enroll in the Benefits Program within 31 days of the date that coverage is lost.

If an employee retires while enrolled in the ACP and otherwise meets the eligibility requirements for post-retirement benefits as set forth previously, the employee and his/her eligible dependents will be provided with post-retirement benefits in retirement.

2. PERFORMANCE SHARING/INCENTIVE PLAN

The Employer and the Association agree to mutually develop an updated Permanente Vision Services (PVS) Performance Sharing Plan. To accomplish this objective, the parties will form a committee, composed of no more than four members from each party, to design and implement a plan. The committee shall follow the principles and values of the Labor-Management Partnership, using consensus decision-making and relying on the Issue Resolution process established by the National Bargaining Agreement, as necessary.

In up-dating the plan, the committee members should determine:

• Appropriate targets and measures
• Types and amounts of payouts and awards
• Necessary training and education programs
• Means and methods of monitoring performance
• Programs and plans to communicate the particulars of the plan to managers and bargaining unit members

The parties intend that the committee complete its work in time to allow bargaining unit members to participate in the new plan in the year 2003. If their work is completed sooner, the parties may agree to implement their plan for the year 2002. In this event, the new plan should be in effect long enough to allow bargaining unit members reasonable opportunity to meet the targets and goals set within the plan. The performance measures established by the new plan should be tracked from the starting date of the plan. These measures should also be applied for the entire year. In addition, measures from the old plan should be tracked. Whichever result is most favorable to the Optometrists, determined by service area, shall be the basis for determining performance-sharing payouts, for the transition year of 2002.

The parties recognize that the Performance Sharing Plan for Optometrists in Permanente Vision Services (PVS) must consider the plans and agreements reached by PVS and other bargaining units to avoid inconsistencies in purpose that may result in harm to the ability of bargaining unit members to attain goals and the Employer to improve performance and service. To this end, the parties will seek to work with representatives of other unions representing PVS employees.

3. SCOPE OF PRACTICE

The Employer recognizes the desire of the Optometrists to practice at the full scope of their license. The parties will create forums for the Optometrists to meet with Medical Center Leadership including the Chief of Ophthalmology for the purpose of discussing Scope of Practice. The Optometrists will be afforded the opportunity to present information they feel will influence the Chief to increase the Optometrists’ Scope of Practice. The parties will also create a Regional forum consisting of representatives from Chief of Ophthalmology, Managing Optometrists, KPASCO, PVS Administration, and Medical Group Leadership, for sharing best practices and assisting in their implementation, where acceptable.

These forums will be guided by the following principles:

• Strategy and presentation will be formulated jointly.
• Influence will be maximized by Local as well as Regional participation.
• The Regional Professional Practice Committee will provide oversight.
4. **STAFFING**

The parties agree that the Local Professional Practice Committee will address staffing issues.

- The issues to be addressed will include:
  - Staffing policies
  - Saturday rotation
  - Evening clinic coverage
  - Minimum staffing levels
  - Coverage for facilities with multiple Medical Office Buildings (floating)

5. **MINIMUM COMMITMENT FOR PER DIEM OPTOMETRISTS**

Per Diem Optometrists are defined as those Optometrists who work as a replacement or on an intermittent basis. Per Diem Optometrists will have a minimum shift commitment to their hiring Medical Center as identified in their job posting. This minimum shift commitment will include six (6) shifts per quarter, one (1) Saturday per quarter (in those Medical Centers that are open on Saturdays) and one (1) premium day per calendar year. Premium days are the day before or after July 4, Thanksgiving Day, Christmas Day and New Year’s Day; Optometry Symposium Day; Ophthalmology Symposium Day; and the last scheduled working day before Memorial Day or Labor Day.

Existing Per Diem Optometrists will be notified of this change no later than October 1, 2005. Existing Per Diem Optometrists will have until November 1, 2005, to complete a Per Diem Minimum Shift Commitment Agreement with an effective date of January 2, 2006.

6. **MANAGING OPTOMETRIST MEETING PARTICIPATION**

In an effort to enhance communications, the Union and Management agree that a KPASCO officer will be able to participate in the Managing Optometrist meetings no less frequently than quarterly. Management will share the agenda for all of the regular monthly Managing Optometrist meetings with KPASCO in advance and consider suggestions from the Union for possible additions to the agenda.

The parties recognize that the Managing Optometrist meetings are Management meetings and that due to the confidential nature of discussions that may occur at such Management meetings, the attendance/participation of a KPASCO officer may be limited to a portion of the meeting.
7. **INDIRECT WORK**

The Union and Management agree that there is no expectation that an Optometrist will make up true Indirect Work (i.e., work related meetings, training, etc.)

The parties agree that if no patients are scheduled for the time period requested, there is no expectation that an Optometrist will make up Indirect Work for personal time. The parties further agree that if there is no impact on members, Indirect Work for personal time will not be unreasonably denied. The parties agree if the request for Indirect Work for personal time is for an emergent situation/reason, such time will not be unreasonably denied.

When a request for Indirect Work for personal time will impact member care (i.e., members scheduled), the parties agree a collaborative discussion will occur between the Optometrist and the Managing Optometrist regarding the disposition of the affected members. Disposition of affected members may involve seeking assistance from the Managing Optometrist, the Lead Optometrist or the Member Call Center, etc. Options for member disposition may include, but are not limited to: relocating members to open same day appointment times; rearrangement of the Optometrist schedule; adding members on to the Optometrist’s work schedule in available appointment slots later in the work week; adding on a member(s); canceling and rescheduling of members; etc. The intent of the parties is not to automatically cancel or inconvenience members but rather to fulfill the members’ expectations for care.

The parties recognize the differences between an emergent request for Indirect Work for personal time and non-emergent requests for Indirect Work for personal time. The parties agree Optometrists may be asked to reschedule non-emergent requests in the interest of member care (e.g., a routine preventive dental appointment, etc.)

The parties agree that if an Optometrist engages in a pattern of abuse regarding Indirect Work for personal time, said Optometrist will be subject to the Corrective Action Program. Corrective Action will occur on a case-by-case basis, and a resulting action plan may include make up time as well as Corrective Action.

The parties agree that Management has the right to deny such requests with the understanding that if the UNAC/UHCP State Office Representative/KPASCO Officer believes such a request is being unreasonably denied, the Association/KPASCO, Management and Labor Relations will engage in a good faith discussion aimed at an expeditious resolution of the matter.

The parties agree that approved Indirect Work for personal time will not impact Optometrists’ utilization and productivity reports.

The parties agree Management will pursue a method to differentiate the coding of true Indirect Work (i.e., work related meetings, training, etc.) from Indirect Work for personal time. The parties further agree until such time as these coding issues can be resolved, an interim tracking methodology will be employed.
8.  REGIONAL PROFESSIONAL PRACTICE COMMITTEE

The Regional Professional Practice Committee analyzed and recommended a regional productivity standard in its LMP “FAST TRACK” COMMITTEE RECOMMENDATIONS that was accepted by SCPMG and PVS on July 13, 2006.

9.  STAFF MEETING ATTENDANCE

If a Full Time or Part Time Optometrist voluntarily attends a regularly scheduled staff meeting on their regular scheduled day off, they will receive a flat rate of compensation for a two hour period. The two hours are above and beyond their scheduled salary as exempt employees.

10.  EXEMPT LEGAL REQUIREMENTS UNDER FEDERAL AND STATE WAGE AND HOUR LAWS

The Southern California Permanente Medical Group (herein called Employer or SCPMG) and Kaiser Permanente Association of Southern California Optometrists (Union) agree that this side letter agreement is to run concurrently with the present Collective Bargaining Agreement (CBA) between the parties effective October 1, 2005 and expiring on February 28, 2011 (“the Side Letter Agreement” or “Agreement”).

1.  Background

Under existing law exempt employees must be paid on a salary basis. The parties desire to have full time and part time Optometrists qualify as exempt and be paid on a salary basis, except as described in section 9 below. Exempt Optometrists will be referred to as ODs in this side letter. It is the parties’ intent that the side letter describes the legal requirements under both federal and state wage and hour laws. If there is any conflict between the Side Letter of Agreement and the Collective Bargaining Agreement, the CBA controls, so long as the terms do not violate legal requirements under federal or state wage and hour laws.

2.  Guaranteed Salary Generally

2.1  Workweek and Workday Defined

A workweek is from Monday 12:01 a.m. to Monday 12:00 a.m. A work day is from 12:01 a.m. to 12:00 a.m.

2.2.  Guaranteed Weekly Salary Generally

An OD will receive his/her full salary for any workweek in which he/she performs any work, regardless of the number of days or hours worked, subject to the deductions permitted by law that are set forth in this Agreement.
2.3 Guaranteed Daily Salary generally

An OD will receive an amount equal to the daily salary if he/she works any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law that are set forth in this Agreement.

2.4 Deductions for Full-Day Absences Generally

As permitted by law, an OD’s bi-weekly salary may be reduced by an amount equal to 1/10th of the guaranteed bi-weekly salary (1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:

- Absence from work for one or more full days for personal reasons;
- Absence from work for one or more full days due to sickness or disability;
- Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA).

2.5 Paid Leave Bank as Salary Replacement

An OD is considered as receiving his/her guaranteed compensation without deduction if SCPMG substitutes or reduces the accrued Earned Time Off (ETO) or Earned Sick Leave (ESL) (individually or collectively referred to herein as the “paid leave bank”) for the time the OD is absent from work, as long as the employee receives payment of an amount equal to his/her guaranteed salary.

2.6 Scheduled Work Hours

Salaries for full-time ODs generally are based on a schedule of 80 hours per payroll period. Part-time ODs will be regularly scheduled for some lesser number of hours per payroll period, and will be subject to the same rules and deductions set forth in this Agreement as a percentage of their guaranteed bi-weekly salary.

2.7 Voluntary Exchanging of Shifts

A mutual agreement to exchange shifts of an equal number of hours may be approved for shifts that are equal in length. Time worked as a result of an exchange of shifts will not be considered time for extra pay under Section 5 of this Agreement in a pay period in which the employee works the exchanged hours.
3. Absences for Employees with Paid Leave Bank

3.1 Full Week Absences

In the event that an OD is absent from work for a full week on which he/she was scheduled to work, SCPMG will reduce the OD’s paid leave bank in an amount equal to the number of hours that the employee was scheduled to work during the missed week. For example:

- An OD is scheduled to work 48 hours during the first week of a payroll period and 32 hours during the second week of a payroll period. The OD is approved to take a full week of vacation during the first week of the payroll period, so the OD does not perform any work during that week or on Saturday. The OD works his/her regular schedule during the second week of the payroll period. The OD will receive his/her full bi-weekly salary for the payroll period and SCPMG will deduct 48 hours from the OD’s paid leave bank for the full week absence during the first week of the payroll period (including Saturday).

3.2 Full Day Absence

In the event that an OD misses a full day of work for reasons set forth in Section 2.4 above, SCPMG will reduce his/her paid leave bank by the number of hours that the employee was scheduled to work. For example:

- An OD is scheduled to work 10 hours, but calls off before the shift due to illness. SCPMG will deduct 10 hours from the OD’s paid leave bank.
- An OD is scheduled to work 8 hours, but then asks to take a paid personal day off. SCPMG will deduct 8 hours from the ODs paid leave bank.

3.3 Partial Day Absences

In the event that an OD works some portion, but not all, of the employee’s scheduled hours in a work day due to an approved request for personal time, the OD will receive his/her guaranteed salary for that day in accordance with the Indirect Work Side Letter of Agreement. In the event that an OD works some portion, but not all, of the employee’s scheduled hours in a work day due to illness, the OD will receive his/her guaranteed salary for that day.

4. Absences for Employees with No Paid Leave Bank

4.1 Full Week Absences

If an OD does not perform any work during a workweek and he/she does not have any paid leave available, he/she will not be entitled to any salary for the workweek.
4.2 **Full Day Absences**
In the event that an OD misses a full scheduled day of work for reasons set forth in Section 2.4 above, and the OD does not have any paid leave available, SCPMG will deduct an amount equal to 1/10th of the OD's bi-weekly salary (1/5th of the weekly salary).

4.3 **Partial Day Absences**
In the event that an OD works some portion, but not all, of the employee’s scheduled hours in a work day due to an approved request for personal time, the OD will receive his/her guaranteed salary for that day in accordance with the Indirect Work Side Letter of Agreement. In the event that an OD works some portion, but not all, of the employee’s scheduled hours in a work day due to illness, the OD will receive his/her guaranteed salary for that day.

4.4 **No Voluntary Partial Days Off**
An OD who does not have any paid leave time available will not be permitted to take partial days off without pay except where he/she is unable to finish a shift due to illness or emergency or except when the time off requested falls under the Indirect Work Side Letter of Agreement.

5. **Extra Pay in Addition to the Salary**

5.1 **Extra Pay for Hours Worked Beyond the Regularly Scheduled Hours**
The Parties reaffirm that pay practices set forth in Paragraphs 1606 and 1607 shall remain in effect, and ODs shall remain eligible for “extra pay” pursuant to those terms. The parties understand and agree that extra pay in addition to the salary does not jeopardize the salary basis for an exempt employee. To clarify how the “extra pay” rule is applied:

- If an OD is scheduled to work a 10-hour shift but only works 7 hours and then takes the remaining 3 hours off for personal reasons or illness, he/she will receive the normal salary for the 10 hours. However, the OD’s hours for the pay period will reflect that he/she actually worked the entire 10 hours of that shift (see Sections 3.3 and 4.3, above). Later in the pay period, if the OD then works an additional shift or partial shift during the same pay period (as set forth in Section 1606/1607 of the CBA) the OD will be paid his/her regular salary, and also will receive extra pay in accordance with the terms of the CBA.

5.2. **ACP Differentials.**
The parties agree that the Alternative Compensation (ACP) differentials described in the CBA also constitute pay in addition to the salary.
6. **Alternative Compensation Program**

The parties agree that ODs enrolled in the Alternative Compensation Program (ACP) are subject to a bona fide plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability, which is set forth in Paragraph 1822/1823 of the CBA. The ODs enrolled in the ACP program receive extra compensation in the form of a differential described in Letter of Understanding #1 of the CBA as a form of an advanced payment for the sick leave benefit. ODs on ACP are subject to Sections 1, 2, 4, 5 and 8 of this Agreement.

7. **Pay for Holiday / Bereavement Leave**

7.1. **Pay for Holiday Not Worked.**

An OD will be paid an amount equal to his/her normal daily salary for any holiday falling on a scheduled workday that he/she does not work. If a holiday falls on an OD’s scheduled day off, the OD will be paid an amount equal his/her normal daily salary or will be provided an additional scheduled day off within the same pay period, pursuant to Section 1710 of the CBA.

7.2. **Pay for Holidays Worked**

An OD who works a regularly scheduled shift on a designated holiday will be paid his or her normal daily salary for that day. In addition, pursuant to Section 1711 of the CBA, the OD may elect to take an alternate day off within 30 days of the designated holiday.

7.3. **ACP Employees Not Eligible for Holiday Pay.**

ODs who have elected to participate in the ACP program are not eligible for holiday pay. Any work performed on a designed holiday by an OD participating in the ACP program will be paid as if the work had been performed on any regular workday. If an OD is scheduled to work on a holiday but desires to take that day off, he/she must obtain approval from the appropriate supervisor. If such approval is granted, the employee’s will be subject to a salary reduction for the full-day absence in accordance with Section 4.2 of this Agreement.

7.4 **Bereavement Leave.**

An OD is entitled to bereavement leave pursuant to the terms of the CBA. An OD is paid an amount equal to his/her normal daily salary for any bereavement day off falling on a scheduled workday.

7.5 **ACP Employees Not Eligible for Paid Bereavement Leave.**

ODs who have elected to participate in the ACP program are not eligible for paid bereavement leave.
8. Jury Duty

Pursuant to the terms of the CBA, all ODs will be paid his/her regular guaranteed salary for all time spent on jury duty.

9. Examples of Salary Calculation Based on Various ODs Schedules

Below are two examples of OD schedule variances, detailing how the OD should be paid for each week (for ease of calculation, both examples assume a weekly salary rate of $2000).

EXAMPLE A: Employee with paid leave bank

Week #1 of the pay period:

- Sunday: Off
- Monday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Tuesday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Wednesday: 8 hours scheduled and worked (7:30 a.m. to 4:00 p.m.), and employee worked 2 hours of extra time, beyond regular shift
- Thursday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Friday: 8 hours scheduled (7:30 a.m. to 4:00 p.m.), but no hours worked as the employee called off sick (ETO)
- Saturday: Off

Week #2 of the pay period:

- Sunday: Off
- Monday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Tuesday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Wednesday: 8 hours scheduled (7:30 a.m. to 4:00 p.m.), the employee worked 6 hours and then went home sick
- Thursday: This day is a designed holiday.
- Friday: 8 hours scheduled (7:30 a.m. to 4:00 p.m.), employee worked 3 hours and then had to leave for a family emergency.
- Saturday: Off
**Bi-weekly pay:** The Employee will receive his/her full bi-weekly pay of $4,000, and 2 hours of additional pay at the employee’s hourly rate.

**Summary Week #1:** 40 hours scheduled, 34 hours worked (including 2 hours additional hours), one full day absence. For Wednesday, the employee will receive 2 hours of extra pay in accordance with Section 1606/1607 of the CBA. For Friday, SCPMG will deduct 8 hours from the paid leave bank. OD will be paid 42 hours, 34 hours regular and 8 hours ETO.

**Summary Week #2:** 32 hours scheduled, 25 hours worked, one holiday not worked, two partial day absences. For Wednesday and Friday, the employee must be paid his/her full salary for the partial days worked (see Section 4.3 of his Agreement). SCPMG will pay an amount equal to the daily salary. For Thursday, the employee will be paid an amount equal to the daily salary because this was a designated holiday. OD will be paid 40 hours, 32 hours regular and 8 hours paid holiday pay.

**EXAMPLE B: ACP Employee (full time)**

**Week #1 of the pay period:**

- Sunday: Off
- Monday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Tuesday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Wednesday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Thursday: Off (not scheduled), designated holiday.
- Friday: 8 hours worked (7:30 a.m. to 4:00 p.m.).

**Week #2 of the pay period:**

- Sunday: Off
- Monday: 8 hours worked (7:30 a.m. to 4:00 p.m.)
- Tuesday: 8 hours scheduled (7:30 a.m. to 4:00 p.m.), employee worked 5 hours and then went home sick.
- Wednesday: 8 hours scheduled (7:30 a.m. to 4:00 p.m.), but no hours worked because employee called off sick (unpaid day off)
- Thursday: 8 hours worked (7:30 a.m. to 4:00 p.m)
- Friday: 8 hours scheduled (7:30 a.m. to 4 p.m.), employee worked 3 hours and then had to leave for a family emergency.
Bi-weekly pay: The Employee will receive $3,200 for the pay period. That breaks down to the full bi-weekly pay of $4,000, less a deduction of the daily salary ($400, or 1/10 of the bi-weekly salary) for two full day absences within the pay period (two $400 deductions).

Summary Week #1: 40 hours scheduled, 32 hours actually worked and one full day absence. For Thursday, an ACP participant is not paid for the designated holiday. The OD will be paid 32 hours regular.

Summary Week #2: 40 hours scheduled, 24 hours actually worked, one full day absence and two partial day absences. For Wednesday, the SCPMG will deduct an amount equal to the daily salary (1/10 of the bi-weekly salary, or $400). For Tuesday and Friday, the employee must be paid his/her full salary for the partial days worked (see Section 4.3 of his Agreement). The OD will be paid 32 regular hours.

EXAMPLE C: ACP Employee (full time)

Week #1 of the pay period:
  - Sunday: Off
  - Monday: 10 hours worked (7:30 a.m. to 6:00 p.m.)
  - Tuesday: 10 hours worked (7:30 a.m. to 6:00 p.m.)
  - Wednesday: 10 hours worked (7:30 a.m. to 6:00 p.m.)
  - Thursday: Off designated holiday.(usually scheduled Thursday but holiday not worked)
  - Friday: Not scheduled

Week #2 of the pay period:
  - Sunday: Off
  - Monday: 10 hours worked (7:30 a.m. to 6:00 p.m.)
  - Tuesday: 10 hours scheduled (7:30 a.m. to 6:00 p.m.), employee worked 5 hours and then went home sick.
  - Wednesday: 10 hours scheduled (7:30 a.m. to 6:00 p.m.), but no hours worked because employee called off sick (unpaid day off)
  - Thursday: Off
  - Friday: 10 hours scheduled (7:30 a.m. to 6 p.m.), employee worked 3 hours and then had to leave for a family emergency.
**Bi-weekly pay:** The Employee will receive $3,200 for the pay period. That breaks down to the full bi-weekly pay of $4,000, less a deduction of the daily salary ($400, or 1/10 of the bi-weekly salary) for two full day absences within the pay period (two $400 deductions).

**Summary Week #1:** 40 hours scheduled, 30 hours actually worked and one full day absence. For Thursday, an ACP participant is not paid for the designated holiday. SCPMG will deduct an amount equal to the daily salary (1/10 of the bi-weekly salary, or $400). The OD will be paid 32 regular hours.

**Summary Week #2:** 40 hours scheduled, 18 hours actually worked, one full day absence and two partial day absences. For Wednesday, the SCPMG will deduct an amount equal to the daily salary (1/10 of the bi-weekly salary, or $400). For Tuesday and Friday, the employee must be paid his/her full salary for the partial days worked (see Section 4.3 of his Agreement). The OD will be paid 32 regular hours.

10. **Per Diem ODs**

10.1 **Overtime Pay**

Per Diem ODs are considered non exempt and are paid on an hourly basis. A per diem OD will be paid one and one-half times his/her regular rate for hours worked in excess of 40 in a workweek. They will not be entitled to any other overtime premium. The workweek is from Monday 12:01 a.m. to Monday 12:00 a.m.

10.2 **Shift Detail**

Per Diem ODs will receive two rest periods and a thirty (30) minute unpaid meal period per eight hour shift consistent with California law, except that each rest period will be fifteen (15) minutes. The Per Diem OD will be required to clock in at start of shift, clock out and in for the unpaid lunch period and clock out at end of shift.

11. **Annual Review of Compliance with Pay Practices**

The pay practices in this Agreement will be in effect from the date of the signing of this Agreement and will be reviewed by the parties annually each January to ensure compliance with its terms and wage and hour laws.

12. **Peer Review Process – Consistency of Application**

The Employer will engage the appropriate local management and labor stakeholders in order to reaffirm the peer review policy and ensure consistency of application across the region.
# INDEX

<table>
<thead>
<tr>
<th>ARTICLE/PARAGRAPH</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accelerated Benefit Option (ABO)</td>
<td>39</td>
</tr>
<tr>
<td>Access Rights of Association Representatives</td>
<td>11</td>
</tr>
<tr>
<td>Additional Hours</td>
<td>20</td>
</tr>
<tr>
<td>Advanced Hiring Criteria</td>
<td>50</td>
</tr>
<tr>
<td>Agreement</td>
<td>1</td>
</tr>
<tr>
<td>Alternate Compensation Program</td>
<td>27</td>
</tr>
<tr>
<td>Alternate Compensation Program Agreement</td>
<td>54</td>
</tr>
<tr>
<td>Alternate Mental Health</td>
<td>37</td>
</tr>
<tr>
<td>Annual Review of Compliance with Pay Practices</td>
<td>67</td>
</tr>
<tr>
<td>Arbitration</td>
<td>8</td>
</tr>
<tr>
<td>Article I Recognition and Coverage</td>
<td>2</td>
</tr>
<tr>
<td>Article II Courtesy</td>
<td>2</td>
</tr>
<tr>
<td>Article III Rights of Management</td>
<td>2</td>
</tr>
<tr>
<td>Article IV Strikes and Lockouts</td>
<td>3</td>
</tr>
<tr>
<td>Article V Membership</td>
<td>3</td>
</tr>
<tr>
<td>Article VI Non-Discrimination</td>
<td>4</td>
</tr>
<tr>
<td>Article VII Association Representatives</td>
<td>5</td>
</tr>
<tr>
<td>Article VII Corrective Action</td>
<td>6</td>
</tr>
<tr>
<td>Article IX Issue Resolution</td>
<td>6</td>
</tr>
<tr>
<td>Article X Grievance and Arbitration Procedure</td>
<td>6</td>
</tr>
<tr>
<td>Article XI New Hire Probation and Evaluation</td>
<td>11</td>
</tr>
<tr>
<td>Article XII Bargaining Unit Seniority</td>
<td>12</td>
</tr>
<tr>
<td>Article XIII Job Postings and Filling Vacancies</td>
<td>14</td>
</tr>
<tr>
<td>Article XIV Optometrist Vacancies</td>
<td>18</td>
</tr>
<tr>
<td>Article XV New or Revised Jobs</td>
<td>18</td>
</tr>
<tr>
<td>Article XVI Hours of Work</td>
<td>19</td>
</tr>
<tr>
<td>Article</td>
<td>Topic</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>XVII</td>
<td>Earned Time Off Program (ETOP)</td>
</tr>
<tr>
<td>XVIII</td>
<td>Compensation</td>
</tr>
<tr>
<td>XIX</td>
<td>Leaves of Absence</td>
</tr>
<tr>
<td>XX</td>
<td>Health and Welfare Benefits</td>
</tr>
<tr>
<td>XXI</td>
<td>Pension Plans</td>
</tr>
<tr>
<td>XXII</td>
<td>Southern California Permanente Medical Group Continuing Education</td>
</tr>
<tr>
<td>XXIII</td>
<td>Observance of Patient Schedules</td>
</tr>
<tr>
<td>XXIV</td>
<td>Subcontracting</td>
</tr>
<tr>
<td>XXV</td>
<td>Professional Practice Committees</td>
</tr>
<tr>
<td>XXVI</td>
<td>Hiring</td>
</tr>
<tr>
<td>XXVII</td>
<td>Recruitment and Retention</td>
</tr>
<tr>
<td>XXVIII</td>
<td>Safety and Health</td>
</tr>
<tr>
<td>XXIX</td>
<td>Savings Clause</td>
</tr>
<tr>
<td>XXX</td>
<td>Duration</td>
</tr>
<tr>
<td>XXXI</td>
<td>Optometrist Wage Schedule</td>
</tr>
<tr>
<td></td>
<td>Association Leave of Absence</td>
</tr>
<tr>
<td></td>
<td>Bargaining Unit Seniority Definition</td>
</tr>
<tr>
<td></td>
<td>Bargaining Unit Seniority Tiebreaker</td>
</tr>
<tr>
<td></td>
<td>Benefits While on a Medical Leave</td>
</tr>
<tr>
<td></td>
<td>Benefits While on Occupational Leave – (Workers’ Compensation)</td>
</tr>
<tr>
<td></td>
<td>Benefits While on Personal Leave</td>
</tr>
<tr>
<td></td>
<td>Bereavement Leave</td>
</tr>
<tr>
<td></td>
<td>Bulletin Boards</td>
</tr>
<tr>
<td></td>
<td>Cancellation of Scheduled Work Hours</td>
</tr>
<tr>
<td></td>
<td>Continuing Education</td>
</tr>
<tr>
<td></td>
<td>Managing Optometrist Meeting Participation</td>
</tr>
<tr>
<td></td>
<td>Corrective Action</td>
</tr>
<tr>
<td></td>
<td>Credited Service</td>
</tr>
</tbody>
</table>
Dental Plan ................................................................. 38
Designated Holiday Not Worked ................................. 21
Designated Holiday Scheduled .................................. 21
Designated Holiday Worked ...................................... 22
Designated Holidays .................................................. 21
Duration of Benefits Table ......................................... 42
Early Retirement ......................................................... 43
Earned Time Off Account ........................................... 22
Earned Time Off (ETO) – Vacation Pay ....................... 23
Education Sub-Committee ......................................... 49
Educational Leave ....................................................... 45
Eligible Dependents ................................................... 38
Eligibility for Designated Holiday Pay ......................... 21
Employee Medical Records ....................................... 25
Exempt Legal Requirements Under Federal and State Wage and Hour Laws ......................... 59
Extended Sick Leave (ESL) Bank ................................. 24
Family Leave ............................................................. 28
Filling of Vacancies – Promotion ................................. 15
Filling of Vacancies – Transfer .................................. 16
Final Average Monthly Compensation (FAMC) ............... 43
Grievance Procedure .................................................. 6
Grievance Procedure First Step .................................. 7
Grievance Procedure General ..................................... 10
Grievance Procedure Second Step .............................. 7
Grievance Procedure Third Step .................................. 7
Grievance Procedure Time Limits ............................... 10
Health Plan Coverage for Active Employees ................. 35
Health Plan Coverage for Retirees ............................. 35
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Screening</td>
<td>11</td>
</tr>
<tr>
<td>Indemnification</td>
<td>4</td>
</tr>
<tr>
<td>Indirect Work</td>
<td>58</td>
</tr>
<tr>
<td>In-Service Cash-Out Program</td>
<td>24</td>
</tr>
<tr>
<td>Integration with State Disability Insurance/Workers’ Compensation</td>
<td>24</td>
</tr>
<tr>
<td>Inter-Regional Transfer</td>
<td>17</td>
</tr>
<tr>
<td>Issue Resolution</td>
<td>6</td>
</tr>
<tr>
<td>Job Bidding/Transfer</td>
<td>18</td>
</tr>
<tr>
<td>Job Description and Rate</td>
<td>18</td>
</tr>
<tr>
<td>Job Postings</td>
<td>14</td>
</tr>
<tr>
<td>Jury Duty</td>
<td>34</td>
</tr>
<tr>
<td>Kaiser Permanente Retirement Plan (KPRP)</td>
<td>42</td>
</tr>
<tr>
<td>KPASCO Optometrist Wage Scale</td>
<td>53</td>
</tr>
<tr>
<td>Lead Optometrist posting and selection in a location where there is</td>
<td>15</td>
</tr>
<tr>
<td>an increase in staff</td>
<td></td>
</tr>
<tr>
<td>Lead Optometrist posting and selection in a location where there is</td>
<td>15</td>
</tr>
<tr>
<td>no increase in staff</td>
<td></td>
</tr>
<tr>
<td>Leave of Absence Eligibility</td>
<td>28</td>
</tr>
<tr>
<td>Letters of Understanding</td>
<td>54</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>39</td>
</tr>
<tr>
<td>Local Professional Practice Committee</td>
<td>48</td>
</tr>
<tr>
<td>Long-Term Disability (LTD)</td>
<td>41</td>
</tr>
<tr>
<td>Loss of Seniority</td>
<td>13</td>
</tr>
<tr>
<td>Mediation</td>
<td>8</td>
</tr>
<tr>
<td>Medical Leave</td>
<td>28</td>
</tr>
<tr>
<td>Membership Exemptions</td>
<td>4</td>
</tr>
<tr>
<td>Membership Maintenance</td>
<td>3</td>
</tr>
<tr>
<td>Membership Requirements</td>
<td>3</td>
</tr>
<tr>
<td>Mileage Allowance</td>
<td>27</td>
</tr>
<tr>
<td>Military Leave</td>
<td>32</td>
</tr>
<tr>
<td>Topic</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Minimum Commitment for Per Diem Optometrists</td>
<td>57</td>
</tr>
<tr>
<td>New Hire Probation and Evaluation</td>
<td>11</td>
</tr>
<tr>
<td>New Optometrist Notice</td>
<td>3</td>
</tr>
<tr>
<td>Normal Retirement</td>
<td>43</td>
</tr>
<tr>
<td>Notice of Termination</td>
<td>18</td>
</tr>
<tr>
<td>Notice of Vacancies</td>
<td>15</td>
</tr>
<tr>
<td>Notification Regarding Transfer Requests</td>
<td>17</td>
</tr>
<tr>
<td>Occupational Injury or Illness Leave</td>
<td>30</td>
</tr>
<tr>
<td>Optometrist Status</td>
<td>26</td>
</tr>
<tr>
<td>Parent Medical Coverage</td>
<td>37</td>
</tr>
<tr>
<td>Payroll Deduction of Association Dues</td>
<td>4</td>
</tr>
<tr>
<td>Per Diem Optometrists Review</td>
<td>26</td>
</tr>
<tr>
<td>Performance Evaluations</td>
<td>12</td>
</tr>
<tr>
<td>Performance Sharing/Incentive Plan</td>
<td>55</td>
</tr>
<tr>
<td>Permanent Rate</td>
<td>19</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>32</td>
</tr>
<tr>
<td>Personal Time Off</td>
<td>33</td>
</tr>
<tr>
<td>Postponed Retirement</td>
<td>43</td>
</tr>
<tr>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Pre-Retirement Survivor Annuity</td>
<td>44</td>
</tr>
<tr>
<td>Professional Hours</td>
<td>19</td>
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<td>Rate Trial Period</td>
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<td>Reduction in Force</td>
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<tr>
<td>Regional Professional Practice Committee</td>
<td>48, 59</td>
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<tr>
<td>Release of Transferring Optometrist</td>
<td>17</td>
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<tr>
<td>Reopening</td>
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<tr>
<td>Return from a Leave of Absence</td>
<td>33</td>
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<tr>
<td>Salary Continuance</td>
<td>41</td>
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</tbody>
</table>
Labor-Management Bargaining History

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Effective Dates</th>
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<tr>
<td>Original</td>
<td>March 1, 2002 to February 28, 2006</td>
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<td>2nd</td>
<td>March 1, 2006 to February 28, 2011</td>
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<td>3rd</td>
<td>October 1, 2012 to February 28, 2016</td>
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<td>4th</td>
<td>March 1, 2016 to February 28, 2019</td>
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AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP
AND
KAISER PERMANENTE ASSOCIATION OF
SOUTHERN CALIFORNIA OPTOMETRISTS
UNITED NURSES ASSOCIATIONS OF CALIFORNIA
UNION OF HEALTH CARE PROFESSIONALS
NUHHCE · AFSCME · AFL-CIO

EFFECTIVE
MARCH 1, 2016 TO FEBRUARY 28, 2019