

# AGREEMENT

BETWEEN



**KAISER PERMANENTE®**

THE PERMANENTE MEDICAL GROUP, INC.

AND



ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20  
IFPTE AFL-CIO & CLC  
COVERING  
OPTOMETRISTS  
&  
OPTOMETRIC ASSISTANTS

**EFFECTIVE OCTOBER 1, 2005 (THROUGH DECEMBER 29, 2016)**

TABLE OF CONTENTS

|  | Page |
|--|------|
| ARTICLE I Union Security.....                                  | 1    |
| ARTICLE II Employer Indemnification.....                       | 4    |
| ARTICLE III Non-Discrimination.....                            | 4    |
| ARTICLE IV Division of Responsibility.....                     | 4    |
| ARTICLE V Professional Practice Committee.....                 | 7    |
| ARTICLE VI Compensation.....                                   | 9    |
| ARTICLE VII Senior Optometrist.....                            | 11   |
| ARTICLE VIII Domestic Partner Coverage.....                    | 11   |
| ARTICLE IX Fringe Benefits.....                                | 12   |
| ARTICLE X Pay-In-Lieu of Benefits.....                         | 24   |
| ARTICLE XI Disputes.....                                       | 24   |
| ARTICLE XII Union Representatives.....                         | 26   |
| ARTICLE XIII Enabling Clause.....                              | 26   |
| ARTICLE XIV Term of Agreement.....                             | 26   |
| APPENDIX A Facilities and Appended Medical Offices.....        | 29   |
| APPENDIX B Wage Structures.....                                | 30   |
| Optometrists Wages.....  | 31   |
| APPENDIX C Ongoing Discussions.....                            | 32   |
| APPENDIX D Agreement for 4/40 Work Week.....                   | 33   |
| APPENDIX E License Verification.....                           | 35   |
| APPENDIX F Equity Adjustments.....                             | 36   |
| APPENDIX G Glaucoma Didactic Course.....                       | 38   |
| ATTACHMENT A Service Pay Performance Program.....              | 39   |
| ATTACHMENT A1 Service Performance Targets.....                 | 41   |
| ATTACHMENT A2 MPS Committee.....                               | 42   |
| ATTACHMENT A3 Definitions.....                                 | 43   |
| ATTACHMENT A4 MPS Modification - Top Scoring Facility.....     | 44   |
| ATTACHMENT A5 MPS Modification - Rounding up to Threshold..... | 45   |
| INDEX.....   | 46   |

## AGREEMENT

This Agreement, made and entered into **October 1, 2005** amending the previous agreement by and between the Engineers and Scientists of California, Local 20, International Federation Professional & Technical Engineers (IFPTE) (AFL-CIO), (hereinafter referred to as the "Union") and The Permanente Medical Group, Inc. (hereinafter referred to as the "Employer") covers all licensed Optometric Assistants and Optometrists except any Supervising Optometrist who the Employer has given the authority to hire, fire, discipline or effectively recommend such action.

### CONFLICT OF INTEREST

Both the Employer and the Union recognize that a potential conflict of interest may arise when an Optometrist is engaged in entrepreneurial or proprietary optometric activity in addition to their employment with The Permanente Medical Group, Inc. An Optometrist may be terminated by the Employer when his/her outside optometric activity interferes with or otherwise becomes contrary to the interest of The Permanente Medical Group, Inc. by use of The Kaiser Permanente Medical Care Program or its members to further his/her private optometric interests.

If the Employer takes action against an Optometrist because of a conflict of interest and this action is challenged in the grievance procedure, the only issue to be considered in the grievance procedure or in arbitration will be whether a conflict of interest in fact did exist. If a conflict of interest is found to have existed, the action taken by the Employer may not be modified in any way, either in the grievance process or by the arbitrator.

### ARTICLE I – UNION SECURITY

#### Section 1 – Membership

1. It shall be a condition of employment that all employees covered by this Agreement shall within thirty-one (31) days of the execution date of this Agreement or thirty-one (31) days following employment become and remain a member in good standing of the Union. Employees who are required hereunder to acquire and maintain union membership and who fail to do so, shall upon notice in writing from the Union to the Employer be terminated within fifteen (15) days unless the employee fulfills his/her obligation within that period.

#### Section 2 – Check-Off

2. The Employer shall deduct from each Optometric Assistant's and Optometrist's wages the amount of union dues as specified by the Union for all Optometrists covered by this Agreement who have provided the Employer with a written assignment authorizing such deductions. Once signed, the authorization cannot be cancelled for a period of one (1) year from the date appearing on such written assignment or until the termination date of the Agreement whichever occurs

sooner.

### Section 3 – Hiring

3. Permanent Optometric Assistant and Optometrist vacancies shall be posted for five (5) working days in the department and facility (including satellite Medical Offices) where the vacancy occurs. The Union shall be notified of all Optometrist openings and may recommend applicants to the Employer. If the applicant is not selected, the Employer will notify the Union of the reason. In filling any vacancy, all qualified Optometric Assistants and Optometrists shall be given consideration over outside applicants provided merit and ability are adequate. An inter-facility transfer request will constitute an automatic bid for an open position for one hundred eighty (180) days following submission of such request.
4. Written request for changes in shift assignment and lateral transfers at the same facility and its environs may be submitted in advance for jobs that may subsequently be posted. Such requests shall be valid for a period of one hundred eighty (180) days from the date of submission.

### Section 4 – Types of Employees

5. A Regular employee is defined as an employee who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per week. Any Regular employee shall accumulate and receive all of the fringe benefits provided in this Agreement. A Regular employee scheduled to work less than forty (40) hours shall be entitled to benefits based on the relationship of his/her scheduled hours of work to forty (40) hours.
6. A Short-Hour employee is one who is regularly scheduled to work a predetermined schedule of less than twenty (20) hours per week.
7. A Temporary employee is one who is hired as an interim replacement or for temporary work on any predetermined work schedule which does not extend beyond three (3) calendar months.
8. A Casual employee is one who is employed to work on an intermittent basis.
9. Short-Hour and Temporary employees shall be ineligible for fringe benefits provided under the Agreement.

### Section 5 – Seniority

10. Except as hereinafter defined otherwise, Regular, Short-Hour, Casual and Temporary employees shall accumulate seniority based on the length of service as an Optometric Assistant or Optometrist with the Employer.

11. Seniority shall be applied in the following order:
  1. All Regular employees in the facility.
  2. All Short-Hour employees in the facility with over three (3) years of service with the Employer.
  3. All Regular employees in the bargaining unit.
  4. All Short-Hour employees in the facility with less than three (3) years of service with the Employer.
  5. All Short-Hour employees in the bargaining unit.
  6. All Casual and Temporary employees in the facility.
  7. All Casual and Temporary employees in the bargaining unit.
12. The seniority order set forth above shall govern with respect to filling of vacancies. The scheduling of vacations, assignment of overtime and additional hours, granting of leaves, and layoff and recall of Optometric Assistants and Optometrists shall be applied to 1., 2., 4., and 6., above only.
13. The assignment of additional hours shall not require the Employer to split the additional hours among two (2) or more employees, to pay overtime as a result of such assignment or to change the employees' normally assigned work schedule.
14. In situations where an employee works more than one (1) facility, utilization of seniority rights regarding scheduled time off shall be resolved by local agreement in a fair and equitable manner. In matters of conflict, the individual with the greatest bargaining unit seniority at that facility shall exercise his/her seniority rights. Seniority cannot be used by a transferee to supersede scheduled time off for which there was written approval prior to the transfer.
15. If it is necessary to lay off employees or reduce employees in status, the principle of seniority within a facility shall govern between those Optometrists within that facility whose merit and ability are adequate. In recalling from layoff, the last person laid off in each facility shall be the first recalled, if qualified.
16. All Regular employees who are placed on layoff status for a period of one (1) to two (2) weeks for reasons within the control of the Employer will receive one (1) week's notice or one (1) week's pay. Regular employees, who are placed on layoff status for more than two (2) weeks, but for thirty (30) days or less for reasons within the control of the Employer, will receive thirty (30) days notice or two (2) weeks pay. For permanent layoffs of more than thirty (30) days, regular employees shall be eligible for the Transition Assistance Program set forth in the side letter of agreement dated March 7, 1994. Situations considered as being outside the control of the Employer shall include work stoppages, fires, and natural disasters.
17. Employees who are laid off or who have their status reduced shall retain seniority:

1. Until the employee has refused recall in his/her previous facility to a position of the same status, or
  2. Until the employee has been placed in a permanent position of the same status, or
  3. For one (1) year, whichever occurs first.
18. Regular employees who have been laid off or reduced in status shall be allowed to assert their bargaining unit seniority at their assigned facility or at other facilities within the jurisdiction of this contract where posted vacancies occur for positions of the same or lower classification for a period of one year from the date of layoff providing merit and ability are adequate. Bargaining unit seniority shall be ranked against the bargaining unit seniority of applicants within the facility for purposes of determining the most senior applicant.

#### ARTICLE II – EMPLOYER INDEMNIFICATION

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

#### ARTICLE III – NON-DISCRIMINATION

20. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment on account of race, color, religion, national origin, sex, age or sexual orientation. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, marital status, sexual orientation, handicap, disability, medical condition, disabled veterans and veterans of the Vietnam era as defined by Federal and State laws.

#### ARTICLE IV – DIVISION OF RESPONSIBILITY

##### Section 1 – Professional Standards

21. It is the policy of The Permanente Medical Group, Inc. to provide quality care. In achieving this objective duties will be assigned to fully qualified people as permissible within the scope of the laws and regulations of pertinent regulatory agencies.
22. The following position specifications are the minimum requirements for the specified classifications.
- A. Staff Optometrist

1. California Optometric license with DPA.
2. Perform routine procedures using independent professional judgment in the practice of optometry within the scope of the laws of the State of California, the rules and regulations of the California Board of Optometry and the policies of The Permanente Medical Group, Inc.

B. Senior Optometrist

1. Meets all of the specifications of staff Optometrist outlined above.
2. Work and coordinate concerns in a designated location. Direct and oversee daily operations and report to the local Chief of Optometry or their designee.

NOTE: also refer to Article VII – Senior Optometrist for additional specifications and requirements regarding this classification.

No professional skill for which an Optometrist or **Senior Optometrist** has been trained will necessarily be excluded from his/her professional responsibility. Specific scope of practice will be a reasonable subject for consideration by the appropriate Professional Practice Committee.

C. Optometric Assistant

Specifications

The Optometric Assistant is to be used primarily in support of the Optometric practice. The intent is not to use this classification for other purposes on a regularly scheduled basis.

Optometric Assistant I

Must be a high school graduate and have at least six (6) months of recent experience (500 hours or more) in a patient care setting. Must demonstrate proficiency on all ophthalmic procedures and testing as required by the Employer upon completion of training.

Optometric Assistant II

Must be certified by the JCAHPO as an Ophthalmic Assistant, or by the American Optometric Association (AOA) as a Para-Optometric – AND – have a minimum of two (2) years (1000 hours or more a year) recent experience in conducting objective ophthalmic testing on a regular basis, including but not limited to experience in several of the following procedures: visual acuity testing, non-contact tonometry, visual fields testing, lensometry, color deficiency and depth perception testing or auto-refraction. Must demonstrate proficiency in all ophthalmic procedures and testing as required by the Employer.

### Duties

Under the primary supervision of the Optometrist, may perform all the duties and functions as permitted under the laws and regulations of the State of California, the board of Optometry, and within the policies of The Permanente Medical Group, Inc.

May be expected to perform any new procedures resulting from technological advances that do not require the exercise of professional judgment as determined by the multidisciplinary committee established pursuant to State of California laws and Regulations that are also consistent with the policies and procedures of the Permanente Medical Group, Inc.

### Optometric Assistant II

Advanced Hiring Criteria Experience Credit

July 19, 2001

The Following provisions shall apply only to the classification of Optometric Assistant II at the time of hire:

- A. Employees with at least three (3) or more years (1000 hours per year) of direct, recent, and relevant experience in conduction objective Ophthalmic testing on a regular basis, including but not limited to experience in several of the following procedures: visual acuity testing, non-contact or contact tonometry, visual fields testing, lensometry, testing for color deficiency and depth perception or auto-refraction will be placed at step two (2) of the Optometric Assistant II classification at the time of hire. The employee must meet all the requirements of Optometric Assistant II and other relevant requirements of the Employer.
  - B. Employees with at least five (5) or more years (1000 hours per year) of direct, recent, and relevant experience in conduction objective Ophthalmic testing on a regular basis, including but not limited to experience in several of the following procedures: visual acuity testing, non-contact or contact tonometry, visual fields testing, lensometry, testing for color deficiency and depth perception or auto refraction will be placed at step three (3) of the Optometric Assistant II classification at the time of hire. The employee must meet all the requirements of Optometric Assistant II and other relevant requirements of the Employer.
  - C. The relevance of the experience referred to in Sections A and B above is determined by the Employer.
23. At the time of the signing of this Agreement, the law of the State of California concerning vision care includes the following provisions: Chapter 5.4, Section 2540 and Chapter 7, Division 2, Article 3, Section 304I (California Business and Professions Code).



## Section 2 – Retained Responsibilities

24. The Employer shall retain the rights and responsibilities over all matters involving the direction and supervision of all eye care activities unless specifically limited herein; including but not limited to the right to hire, transfer or layoff as well as promote, demote, discipline and discharge for just cause employees subject to the terms of this Agreement. The Employer may require involuntary transfer between facilities only when they are located in the same city.

## ARTICLE V – PROFESSIONAL PRACTICE COMMITTEE

25. The Union and the Employer agree to pledge their best efforts in achieving the objective of the highest level of patient care and satisfaction through the performance of the Doctors of Optometry. Therefore, the Local and Regional Professional Practice Committee (LPPC and RPPC) shall be utilized to discuss and implement recommendations involving professional practice issues.

### Section 1 – Local Committees

26. The parties will develop a committee to address professional practice issues including but not limited to scheduling, access, service, quality, patient needs, and business imperatives. The committee shall be named the Local Professional Practice Committee (LPPC). The LPPCs are empowered to implement decisions regarding all aspects of Optometric professional practice which fall within the policies of The Permanente Medical Group, Inc. and/or other governing bodies or documents.
27. Participants in the LPPC will be provided training in Interest Based Problem Solving (IBPS) under the auspices of the Federal Mediation and Conciliation Service (FMCS). Decisions made by the LPPC will be made by consensus. The LPPC should send a summary of decisions made to the RPPC in order to share successful practices.
28. The LPPC will include the local Chiefs of Ophthalmology and Optometry, and two bargaining unit Optometrists. The committee may agree to invite other parties (such as the Medical Group Administrator (MGA) or designee) as necessary. Each Chief of Ophthalmology will not be required to establish more than one LPPC within their area of responsibility.
29. Meetings should be scheduled four times a year with the final meeting in each year used to schedule meetings in advance for the following year. The committee may schedule additional meetings as necessary. All committee members will be responsible for attending all meetings. In the event the LPPC is unable to reach consensus, the committee may request assistance with issue resolution by an outside party, e.g. the Regional Professional Practice Committee (RPPC), FMCS, or other Labor Management Consultants. Items may

concurrently be addressed at both regional and/or local committees. The LPPC will be responsible to inform local staff of its purpose and decisions.

30. Matters that cannot be resolved at the LPPC may be referred to the RPPC after the parties have utilized the Issue Resolution procedure established for this purpose by the RPPC and as referred to in the National Agreement.

### Section 2 – Regional Professional Practices Committee (RPPC)

31. The parties recognize that the issues raised in the local professional practice committees at the facilities may be of interest to, and have impact upon, Optometric services throughout the region. Therefore, the parties establish a Regional Professional Practices Committee (RPPC) to: a) consider the professional practice of optometry including its relationship to other professional disciplines within The Permanente Medical Group, Inc. and, b) work constructively for the improvement of patient care and Optometric practice. The committee shall meet at least quarterly or as needed.
32. The Regional Professional Practice Committee shall be composed of four (4) Doctors of Optometry covered by this agreement and four (4) employer representatives. The employer's committee shall be composed of two (2) Chief of Optometrists, a Chief Ophthalmologist or designee, and a management representative from the Regional Medical Group Administrator's office. A quorum must be present and will be defined as six members (three from management and three from the bargaining unit). All decisions and/or recommendations shall be made using Interest Based Problem Solving (IBPS) techniques and consensus. Participants in the RPPC will be provided training in Interest Based Problem Solving (IBPS) under the auspices of the Federal Mediation and Conciliation Service (FMCS).
33. The Regional Professional Practice Committee shall review those issues referred by the Local Professional Practice Committee. In reviewing these issues, either party may request the presence of the Doctor of Optometry who initiated the claim. Either party may also request the counsel of the Union Representative or a Management Labor Relations Representative. However, such counsel shall have no voting authority. The Regional Professional Practices Committee shall have full authority to direct resolution of the issue in dispute. In the event the RPPC is unable to reach consensus, the committee may request assistance with issue resolution by an outside party, e.g. FMCS, or other labor management consultants. The RPPC should send a summary of decisions made to the LPPC in order to share successful practices.

### Section 3 – Dispute Resolution Process

34. The Local and Regional Committees shall exclude from its consideration discussions of grievances or any matters involving the interpretation of the collective bargaining agreement. Furthermore, both committees'

recommendations shall be of an advisory nature not binding on either party. The dispute resolution procedure set forth in Article XI shall not be applicable to the provisions of this Article. However, any Optometrist disciplined for issues related to scheduling shall be protected by the dispute resolution procedure up to and including arbitration. The Arbitrator's authority shall be limited to the issue of whether or not such discipline was for just cause.

35. Since 1982, the regional offices issued patient scheduling guidelines to the local medical centers. These guidelines included, as a minimum, an indication of approximate exam times related to patient needs and optometric procedures performed at each medical center. The guidelines also included a description of typical optometrist duties (job description). A copy was submitted to the ESC-IFPTE, Local 20. The Union may, through the regional professional practice committee, discuss the guidelines and make recommendations for changes. Should regional offices change the guidelines on or after March 19, 1986, a copy of such changes shall be made available to ESC-IFPTE, Local 20 thirty (30) days prior to the implementation of changes. ESC-IFPTE, Local 20 may request a meeting of the regional professional practice committee to review such changes and make recommendations. The regional professional practices committee may recommend changes to the regional offices regarding the original guidelines or any subsequent changes. Such request for changes shall not be unreasonably denied. Reasons for any denials shall be communicated to the regional professional practice committee.

## ARTICLE VI – COMPENSATION

### Section 1 – Normal Workday/Workweek

36. The Employer will exercise its best efforts in good faith subject to the requirements of efficient operations to schedule Optometric Assistants and Optometrists on a basis of a normal workweek of forty (40) hours with two (2) consecutive days of rest.
37. Except as mutually agreed by the Optometric Assistants and Optometrists and the Employer and approved by the Union, a shift is defined as eight (8) hours of paid work time completed within nine (9) consecutive hours with not more than one (1) hour of unpaid lunch (such lunch hour may be reduced to thirty (30) minutes subject to agreement with the Employer). Within the shift, each Optometrist shall receive a morning and afternoon rest period, not to exceed fifteen (15) minutes each. The normal work schedules of Optometrists will be changed only in response to operational requirements. The Employer and the Union, at the request of either, shall confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged but the final right to arrange work schedules rests with the Employer in order to avoid adversely affecting operations. When schedule changes are necessary, and mutually satisfactory modified schedules cannot be arranged, the Employer will first seek volunteers to fill the modified schedules. If there are insufficient

volunteers, the modified schedules will be assigned by inverse order of bargaining unit seniority among Optometrists at the affected facility. There will be no compensation for periods of unexcused absences.

### Section 2 – Authorized Overtime

38. This Article is intended to provide the basis for calculation of authorized overtime and allowed time and shall not be construed as a guarantee of hours worked per day or per week or days of work per week.
39. "Payroll Week" as used in this Agreement shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Sunday or at the shift changing hour nearest that time. "Payroll Day" as used in this Article shall mean and consist of a twenty-four (24) hour period beginning at the same time each payroll day as the payroll week begins.
40. Optometric Assistants and Optometrists shall be paid at the rate of one and one-half (1½) times their straight-time hourly rate for all hours of work performed in excess of eight (8) hours in any one (1) payroll day and/or for all hours of work performed in excess of forty (40) hours within the payroll week. Optometrists shall also be paid at the rate of two (2) times their straight-time hourly rate for all hours of work performed in excess of twelve (12) hours in any one (1) payroll day.
41. Overtime work shall be assigned as follows:
  1. Optometric Assistants and Optometrists who have volunteered for overtime.
  2. If no volunteers, overtime will be assigned on a rotational basis in the reverse order of seniority.

### Section 3 – Shift Differential

42. All employees who work an evening or night shift of four (4) hours or more, commencing at or after 12:00 noon and terminating after 6:00 p.m., shall be paid a differential of two dollars and twenty-five cents (\$2.25) per hour (effective January 10, 1993) above their regular rate of pay. Shift differential referenced herein shall be applicable to all paid time off.

### Section 4 – Automatic Paycheck Deposit

43. Effective June 3, 1990, employees upon written request may direct automatic deposit of their paycheck directly to a bank or savings institution of their choice provided such bank or institution participates in the National Automatic Clearing House Association. Employees electing automatic deposit shall receive a check stub each pay period indicating all payments made. Employees electing this option who later cancel automatic deposit shall not be eligible again for such

deposit until the first of the year (January 1) following cancellation.

#### Section 5 – Competitive Wage Review and Equity Adjustment

44. During December in each year of this Labor Agreement, excluding the year in which the contract expires, the Employer will meet with representatives of the Union to review THE CLASSIFICATIONS, identified by either party, as requiring a wage increase over and above the negotiated wage increase for that specific year. Wage data used by the Employer or the Union shall be reviewed by the parties prior to the Employer implementing any changes in the previously negotiated wage rate. Nothing herein shall limit nor change the parties' rights under the Collective Bargaining Agreement or be used to modify any of the provisions of the Collective Bargaining Agreement. Disputes under this Article shall not be subject to the provisions of Article XI - Disputes, Section 3 - Grievances.

#### ARTICLE VII – SENIOR OPTOMETRIST

45. The Employer agrees to continue to provide for the classification of Senior Optometrist at the following locations: Oakland, Fremont, Santa Rosa, Roseville, and the Glendale Annex of the Sacramento Medical Center.
46. The Employer may choose to appoint a Senior Optometrist at locations where four (4) or more staff Optometrists are employed. Such Senior Optometrists shall receive a differential of five percent (5%) per month above his/her appropriate salary rate as defined in the attached Schedule "A."
47. At those locations where a Senior Optometrist has not been appointed the Optometrists may submit a letter to the Physician-in-Chief or his/her designee for the purpose of identifying the person or persons responsible for any functions in question. An Optometrist who is assigned by management to relieve the Senior Optometrist shall be paid at the higher rate provided that the Optometrist completes one (1) full shift in the higher classification.

NOTE: Also refer to Article IV – Division of Responsibility. Section 1 – Professional Standards. Paragraph 22B – Senior Optometrist for additional specifications and requirements regarding this classification.

#### ARTICLE VIII – DOMESTIC PARTNER COVERAGE

48. Effective August 1, 1996, the following benefits and policies shall be offered to employees' domestic partners and their eligible dependents, who meet the eligibility requirements as stated in Section 1 below:
  - a. Medical Benefits
  - b. Dental Benefits
  - c. Bereavement Leave

d. Post-retirement Medical Benefits

Section 1 – Eligibility

49. In order for an employee to be eligible for domestic partner benefits provided in this Agreement, he/she and the individual for whom benefits are being applied must provide a completed Affidavit of Domestic Partnership as requested by the Employer. For purposes of this Agreement, a domestic partnership is one in which the employee and the domestic partner both meet all the following requirements:
1. Live together, sharing the same living quarters as a primary residence, in an intimate, committed relationship of mutual caring;
  2. Have no other domestic partner at this time;
  3. Are responsible for each other's basic living expenses during the domestic partnership, and agree to be financially responsible for any debts each other incurs as a direct result of Kaiser Permanente's extension of benefits to their domestic partner;
  4. Are not married to anyone;
  5. Are 18 years of age or older;
  6. Are not related to each other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent, or grandchild; and
  7. Have not been covered by Kaiser Permanente sponsored benefits with another domestic partner at any time during the last six (6) months.
50. The Employer's provision of insurance benefits to domestic partners and their eligible dependents will be in accordance with applicable federal and state laws, withholding tax requirements and Internal Revenue Service requirements.

ARTICLE IX – FRINGE BENEFITS

51. Following is a summary of the benefit programs. Details are available through local Personnel offices.

Section 1 – Holidays

52. The following days are recognized as holidays:
- |                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Independence Day |
| Martin Luther King's Birthday | Labor Day        |
| President's Day               | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |
53. President's Day will be observed on the third (3<sup>rd</sup>) Monday in February. Memorial Day will be observed on the last Monday in May. It is the Employer's intent to abide by any changes in Federal legislation related to holidays.
54. Holidays falling on Sunday shall be observed on the following Monday. If a

holiday occurs during a vacation period or regularly scheduled day off (Monday through Saturday inclusive), the Optometrist shall be granted an additional day off.

55. Holidays paid for but not worked shall count as time worked for the purpose of computing weekly overtime eligibility if the holiday falls on the employee's normally scheduled workday. (Effective May 1, 1982)
56. Covered Optometric Assistants and Optometrists are eligible for two (2) floating holidays per year in addition to those listed above. Each year (January 1 to January 1) the Optometrist shall select the days to be taken as float holidays subject to the requirements of effective departmental operation. It is the responsibility of each Optometrist entitled to a float holiday to give thirty (30) days notice of the day selected. The Optometric Assistant or Optometrist will be told normally no later than two (2) weeks before it is due if such holiday would seriously interfere with the operation of the Clinic at which (s)he is normally employed. Float holidays will be requested for regular scheduled days. The regular scheduled hours for that day will be paid.
57. Regular Part-Time Optometrists:
  - A. If the holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate as the employee would have received had (s)he worked.
  - B. If the holiday falls on a day normally scheduled off, the employee shall receive additional pay equal to one-fifth (1/5) his/her regular weekly scheduled hours of work at the straight time rate to include shift differential.
58. In case two (2) or more Optometric Assistants or Optometrists request the same holiday and both requests cannot be granted, the Optometric Assistant or Optometrist with the greatest seniority with The Permanente Medical Group, Inc. will receive first preference.

## Section 2 – Vacation

59. Each Optometric Assistant or Optometrist is eligible for vacation with pay as follows:

|   |                 |
|---|-----------------|
| After one (1) year continuous service   | two (2) weeks   |
| After two (2) years continuous service  | three (3) weeks |
| After five (5) years continuous service | four (4) weeks  |
| After ten (10) years continuous service | five (5) weeks  |
60. Regular employees with five (5) or more years of continuous service may carry over one (1) week's unused vacation to their next anniversary year provided that

they notify their supervisor in writing of their intention at least thirty (30) days prior to the completion of the anniversary year in which the one (1) week's vacation would normally be taken.

61. In instances where there is a combination of vacation and work on a pre-scheduled basis, vacation hours paid shall count as hours worked in determining eligibility for weekly overtime. (Effective May 1, 1982)
62. Employees eligible for at least four (4) weeks vacation per year may during each anniversary year choose to receive pay in-lieu of one (1) or two (2) weeks vacation provided the Employer has an operational need to schedule the employee to work. Acceptance of in-lieu of pay shall be voluntary and such acceptance shall require the employee to work for the in-lieu of period, rather than taking the time off in either paid or unpaid status. Sick leave shall not be applicable for the in-lieu work period.

### Section 3 – Jury Duty

63. Employees shall receive paid leave for jury duty for duration of such service. There will be no offset to employees' pay nor collection of jury duty pay provided by the courts.

### Section 4 – Leaves of Absence

64. Leaves of absence without pay for a non-industrial physical disability including maternity leaves shall be granted for the period of disability provided that a physician's certification setting forth the length of such disability is submitted. Leaves of absence as referred to in this paragraph shall not exceed a total of six (6) months. The period of any leave of absence, except those of a duration of less than thirty (30) days, will not accrue to the service credit of the employee for the purposes of tenure increases or for vacation and sick leave computations or any other benefit where length of service is a condition of entitlement. In all cases where the immediate family is referenced in this Section, the definition shall be limited to those family members as defined in Section 5 – Bereavement Leave.

### Emergency Leaves

65. Leaves of absence without pay for emergency situations may be granted employees at the discretion of the head of the facility. Normally, an employee must have at least six (6) months service to be considered for a leave of absence. A leave of absence request shall not be unreasonably denied. The following are some of the situations normally considered to be just reasons for such leave: (a) death in the immediate family; (b) sickness or injury in the immediate family; (c) care of newborn children or the adoption of children. Such leaves of absence shall not be in excess of thirty (30) days (leaves of absence as described in (c) above shall not be in excess of ninety (90) days but may be



requested by the employee or approved by the Employer for less than ninety (90) days), but may be extended beyond that time or granted in greater increments at the discretion of the head of the facility but in no case will any combination of leaves as set forth in this Section 4 exceed six (6) months.

#### Non-Emergency Leaves

66. Applications for leaves of absence for non-emergency situations from Optometrists with five (5) or more years of service will be granted subject to the requirements of efficient operations and the availability of qualified temporary replacements when submitted to the facility head in writing. Such leaves shall not exceed six (6) months in length and may be taken no more frequently than once every three (3) years.

#### Leaves Must Be In Writing

67. Leaves of absence and renewals thereof shall be in writing with one (1) copy to the employee and one (1) copy to the Personnel Office. The Employer will respond to leaves of absence requests within fifteen (15) working days of receipt.

#### Section 5 – Bereavement Leave

68. Effective the first day of the month following eligibility, all health and welfare benefit-eligible employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternative Compensation Program.
69. Employees shall be granted up to three (3) days paid bereavement leave upon the death of their:
- Spouse/Domestic Partner
  - Parent/Step Parent/Parent In-Law/Step Parent In-Law/In Loco Parentis
  - Step Child/Legal Ward/Foster Child/Adopted Child
  - Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
  - Son/Step Son/Son In-Law/Step Son In-Law
  - Sister/Step Sister/Sister In-Law/Step Sister In-Law
  - Brother/Step Brother/Brother In-Law/Step Brother In-Law
  - Grandparent/Step Grandparent
  - Grandchildren/Step Grandchildren
  - Relative living in same household
70. Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more to attend funeral or memorial services.
71. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

72. If an employee is on vacation and a death occurs in the employee's immediate family, the employee may convert such vacation time to bereavement leave, provided however:
1. The employee requests such conversion in writing on a form designated by the Employer within five (5) working days upon return from scheduled vacation.
  2. The form shall in part require the following information:
    - a) Name and relationship of deceased immediate family member.
    - b) Date of death and appropriate recording entity within the county and state in which the death occurred.
    - c) Dates of vacation days to be converted to bereavement leave.

#### Section 6 – Educational Leave

73. Educational leave with base pay shall, subject to the operational needs of the department, be granted to regular optometrists. Such leave is considered to include meetings for recognized state, regional or national professional associations and educational seminars and symposia designed to instruct in new technical developments or to enhance the attendee's professional qualifications. Regular optometrists shall be credited with five (5) days of educational leave each year to a maximum accrual of twenty (20) days.
74. When the educational portion of a program covers four (4) hours or more on a normally scheduled workday, the Optometrist shall receive paid educational leave equal to his/her regular scheduled hours for that day. For programs where the educational portion is less than four (4) hours on a normally scheduled workday, the Optometrist shall receive paid leave equal to the actual hours of the educational portion of the program. In no case shall an Optometrist receive pay in excess of his/her regular schedule. The annual convention/congress of the California Optometric Association and the American Optometric Association shall be considered as educational programs in their entirety without loss of an Optometrist's regular pay. An Optometrist shall be paid for up to three (3) days **(of their regularly daily scheduled hours, not to exceed 8 hours per day)** of educational leave per calendar year if the educational program does occur on a day that the Optometrist is not scheduled to work, provided the educational program meets the other criteria established in this Section. Such leave shall not count as time worked for the purpose of determining eligibility for overtime. All other educational leave shall not be paid if the educational program occurs on a day the Optometrist is not scheduled to work.
75. Expenses in connection with this leave will be borne by the Optometrist except reimbursement for tuition and/or registration fee may be made upon approval of

the Administrator. The Executive Director will give consideration to per diem allowance and/or transportation expenses for Optometrists invited to participate in the presentation of papers.

76. Application for leave must be made in writing and must be accompanied by recommendation of the appropriate Administrator, Chief of Service and Physician-in-Chief when reimbursement is involved. Applications for leave with pay which do not include reimbursement of expenses are to be approved by location Administrators and Physicians-in-Chief.
77. Home Study  
An Optometrist who is entitled to educational leave may elect to utilize such leave on a day(s) the Optometrist is not normally scheduled to work, this leave is not intended to be in addition to the education leave an Optometrist is entitled to per paragraph 76.
78. All home study must be approved prior to starting the course. The course announcement must accompany the request for approval. Optometrists will receive payment for CEU hours upon presentation of proof of successful completion of courses.
79. For calculation of time, one (1) CEU will be equal to 1 hour of educational leave.
80. Home study will not be used to calculate overtime hours.
81. The California of Board of Optometry guidelines regarding home study for licensure renewal will be utilized to determine the amount of education leave hours an Optometrist can use on an annual basis for the purposes of home study. As of 15 October, 2008, the board allows twenty (20) hours of home study per two (2) year licensure period. Up to ten (10) hours of education leave may be utilized per calendar year for the purpose of home study. If the California Board of Optometry guidelines change the parties agree to meet and discuss the changes.
82. For purposes of glaucoma certification, online courses are not considered home study.

#### Section 7 – Sick Leave

83. An Optometric Assistant or Optometrist off work because of illness or injury shall receive sick leave pay in accordance with the following schedule:

#### Continuous Service

| <u>At Least</u> | <u>But Less Than</u> | <u>Per Anniversary Year</u> |
|-----------------|----------------------|-----------------------------|
| 0               | 2 Months             | 0                           |

|                  |          |          |
|------------------|----------|----------|
| 2 Months         | 6 Months | 15       |
| 6 Months         | 1 Year   | 30       |
| 1 Year           | 5 Years  | 40       |
| 5 Years          | 10 Years | 60       |
| 10 Years or more |          | 6 Months |

days of sick leave per anniversary year are noncumulative.

84. If an Optometric Assistant or Optometrist is eligible for Unemployment Compensation Disability benefits or Worker's Compensation benefits, the dollar amount of Employer-paid sick leave benefits shall be reduced by the amount of UCD or Worker's Compensation benefits the Optometrist receives. Correspondingly, his/her remaining days of possible sick leave for the anniversary year are extended. These adjustments are made after the fact, i.e., Employer-paid sick leave shall be paid in full in advance for any earned and unused sick leave.
85. For Optometric Assistants or Optometrists with ten (10) or more years of service the maximum amount of Employer-paid sick leave for one (1) continuous period of disability shall not exceed that amount necessary to permit an employee to maintain his/her regular earnings for six (6) calendar months when combined with UCD or Worker's Compensation benefits.
86. For Optometric Assistants or Optometrists with available paid sick leave such paid sick leave shall also apply for hours directly associated with medical, dental, or optometric appointments. For those Optometric Assistants or Optometrists whose appointments are away from the facility where they work, the appointment will be scheduled so that at least part of the scheduled appointment falls in the first or last hour of each paid period of scheduled work. The Optometric Assistant or Optometrist will give advance written notice of the appointment so as whenever possible not to disrupt scheduled patients.
87. Paid sick leave shall count as time worked for purposes of computing weekly overtime. (Effective May 1, 1982)

Section 8 – Major Medical Plan

88. The Employer will provide Major Medical Plan benefits to Optometrists and their eligible dependents as defined in Article IX, Section 10, who select Kaiser Foundation Health Plan as their basic medical coverage. Coverage will take effect on the date of eligibility. The cost of this coverage will be borne by the Employer. Effective January 1, 1977, increase Major Medical to three hundred thousand dollars (\$300,000) maximum per illness.

Section 9 – Dependent Care Reimbursement Program

89. Effective June 3, 1990, Regular Optometrists may make contributions to the Kaiser Permanente Dependent Care Reimbursement Program.

## Section 10 – Hospital-Medical-Surgical Coverage

90. Kaiser Foundation Health Plan (KFHP) benefits currently described in the Evidence of Coverage identified as PID 10 EU 5 for the Employee and their eligible dependents or to pay the premium required for the Alternate Medical Plan (Comprehensive) currently described as KPCM3. Effective April 1, 2006, a \$5.00 co-payment for each doctor's office and emergency room visit was added to the Kaiser Foundation Health Plan. (formally referred as "SS" coverage, Drug Plan VII A, Psychiatric Plan A, the Optical Plan, prepaid maternity coverage and Alcoholism, Drug Abuse and Addiction Plan B are provided to Optometrists and eligible dependents or as an alternative the Employer will provide New York Life Insurance Company (NYLIC) coverage currently described MM-4). In no event will the Employer pay more for the alternate coverage than it pays for KFHP benefits. If the cost of the Alternate Medical Plan (Comprehensive) coverage exceeds the cost of KFHP coverage, the employee will be required to pay the excess premium. The Employer agrees to provide the drug benefit currently described in the Evidence of Coverage identified as PID 10 EU 5 Kaiser Foundation Health Plan Drug Plan Program Benefit (\$5.00 co-pay) or Alternate Medical Plan (Comprehensive) (formally referred as New York Life Insurance Company Drug Program Benefit "MM 7") (\$5.00 co-pay) to all Regular employees and retirees, their spouses/domestic partner and their dependents. The \$5.00 drug co-pay shall apply to eligible employees who retire on or after January 1, 1998.
91. Effective June 1, 2010, eligible dependents shall include spouse/domestic partner and their children up to twenty six (26) years of age regardless of their student, marital or financial dependent status.

## Section 11 – Dental Plan

92. After six (6) months of continuous employment, Employer-paid basic dental plan coverage will be provided to all eligible Optometrists, their spouses/domestic partners and their unmarried dependent children up to twenty-five (25) years of age. Effective January 1, 1984, eligible dependents shall also include unmarried children between nineteen (19) and twenty-five (25) years of age provided that they have the same regular residence as the Optometrist, are attending an accredited school or university as full-time students and are dependent upon the Optometrist for support and maintenance. , The basic plan shall pay for covered services at the rate of ninety percent (90%) of usual, reasonable, and customary fees, fifty percent (50%) for prosthodontia. Additionally, orthodontic coverage for dependent children to age eighteen (18) at the rate of fifty percent (50%) of usual, reasonable, and customary fees with a one thousand dollar (\$1,000) lifetime maximum will be provided at the Employer's expense.

## Section 12 – Group Life Insurance

93. Eligible Optometric Assistants and Optometrists may elect to participate in the two-times annual salary contributory group life and accidental death and dismemberment insurance plan. Under this plan an Optometrist would pay the necessary premium for the first two (2) years of coverage. After two (2) years in the plan, the Employer assumes the total cost.
94. Optometric Assistants and Optometrists who decline to participate in the two-times annual salary contributory group life and accidental death and dismemberment insurance will receive five thousand dollars (\$5,000) group life insurance coverage and the cost of such coverage shall be borne by the Employer. This coverage does not include provisions for accidental death and dismemberment.
95. After an individual has been employed for five (5) years and after they have joined the retirement plan, they will be covered by a supplemental life insurance plan. This coverage provides for an amount of life insurance equal to the employee's annual salary, in addition to all other life insurance benefits. Supplemental life insurance is entirely Employer-paid.

## Section 13 – Retirement Plan

96. Outlined below is a brief summary of the Retirement Plan applicable to Optometric Assistants and Optometrists. Benefits already earned under the previous plan (KPSRP) and the supplemental plan (Plan B) will be frozen. Details of the plan(s) may be obtained through your Personnel Office.
97. Optometric Assistants and Optometrists will be eligible for participation in the K-PORP upon completion of twelve (12) months service from the date of hire. For purposes of determining benefits under this plan, Optometric Assistants and Optometrists will receive credited service from date of hire for all employment occurring on or after January 1, 1970 during which the Optometric Assistant or Optometrist is employed at a rate of at least (5) time units per week with the Employer, excluding all periods of leaves of absence.
98. For all employment prior to January 1, 1970, the participant will receive the greater of benefits frozen under Kaiser-Permanente Savings and Retirement Plan (K-PSRP) or benefits calculated under the K-PORP for credited service prior to January 1, 1970.
99. All service with Kaiser Permanente is counted for purposes of determining eligibility for normal, deferred vested and early retirement. Details of the plans may be obtained through your Personnel Office.

### Monthly Benefit for Normal Retirement at Age Sixty-Five (65)

100. Normal retirement is available upon attainment of age sixty-five (65) and five (5) years of service.
101. The normal retirement benefit for Optometrists will be 1.5% of final average monthly compensation times years of credited service. Final average monthly compensation is the employee's average monthly compensation over the highest sixty (60) months in the last one hundred twenty (120) months of employment.
102. Lump-sum wage payments paid to employees during the term of the 1987-1989 Agreement shall be included in compensation for the purposes of computing pensions as described above.

### Early Retirement

103. Early retirement is available at the Optometric Assistant's and Optometrists' option upon attainment of age fifty-five (55) and ten (10) years of service. The early retirement benefit is an actuarially reduced normal pension benefit. No full early retirement benefit is provided.

### Disability Retirement

104. Disability retirement benefits are available to totally and permanently disabled employees with ten (10) or more years of credited service. A disability retirement benefit is an actuarially reduced normal pension.

### Deferred Vested Retirement

105. Deferred vested retirement benefits are available to employees who terminate employment after five (5) years of credited service or at a time when their age and credited service total sixty-five (65). The deferred vested benefit is calculated in the same manner as the normal benefit, based upon service and earnings accumulated at the time of termination with pension benefits commencing at age sixty-five (65).

### Postponed Retirement

106. An employee is entitled to a postponed pension if (s)he retires after his/her sixty-fifth (65<sup>th</sup>) birthday. The postponed pension is computed in the same manner as a normal pension based upon the employee's credited service and final average compensation as of his/her retirement date.

### Surviving Spouse Annuity

107. If an Optometric Assistant or an Optometrist with five (5) or more years of service (vested) dies during service, the surviving spouse will receive an Employer paid

survivor annuity for life.

#### Employee Contributions

108. Optometric Assistants and Optometrists are not required to contribute to K-PORP. However, you may make voluntary contributions of two percent (2%), four percent (4%), eight percent (8%) or ten percent (10%) of pay to the Plan and adjust or discontinue these contributions at any time. The value of your voluntary contributions account will be paid to you upon retirement or termination of employment. Effective January 1, 1985, this program will be discontinued and converted to a Tax Savings Retirement Plan.

#### Section 14 – 401(k) Retirement Plan

109. All employees shall be eligible for the Kaiser Permanente 401(k) Retirement Plan which allows tax deferred contributions to a 401(k) type retirement plan.

#### Section 15 – Retired Hospital-Surgical-Medical and Major Medical Insurance

110. Effective August 1, 1996, the Employer agrees to provide to those employees covered by the Kaiser Foundation Health Plan, Kaiser Foundation hospital-surgical-medical benefits described as “Senior Advantage” or the alternate New York Life Insurance Company (NYLIC) MM-4 coverage integrated with Medicare, for employees retired under the normal, disability and postponed provisions of the Retirement Plan and who are eligible for and participating in Parts A and B of Medicare. Employees retiring under the early or disability provisions of the Retirement Plan shall become eligible for the Kaiser Foundation Health Plan “Senior Advantage” coverage at the Employer's expense (or the dual choice option if NYLIC will accept) upon becoming eligible for and participating in Parts A and B of Medicare. Covered spouses/domestic partners of such employees must also enroll in Parts A and B of Medicare when eligible. Benefits will continue for a surviving spouse/domestic partner. For Optometrists hired before January 1, 1990 the Employer also reimburses them for any premiums they pay for Part B of Medicare. Such reimbursement will not be made by the Employer for Optometrists hired after December 31, 1989.
111. Cost for post-retirement medical coverage for employees who retired prior to January 1, 1998, or retire on or after January 1, 2003, and meet the eligibility requirements for retiree medical coverage, shall be paid by the Employer.
112. For employees hired after December 31, 1986, fifteen (15) years of service under the Retirement Plan shall be required for eligibility for the post-retirement health care coverage described above, and such coverage shall not include optical benefits.
113. Medicare-eligible employees who retire prior to August 1, 1996, along with their Medicare-eligible dependents, will be allowed to retain their existing coverage



presently described as "MS" or may choose to enroll in the Senior Advantage Plan provided they meet eligibility requirements. Such Medicare-eligible retirees and dependents who retire on or after August 1, 1996, will be required to enroll in the Senior Advantage Plan. The medical benefits that retirees receive from the Senior Advantage program will continue to be the same as those described as the "SS" coverage in Article IX, Section 10. Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits. If individuals covered under this plan move outside the Kaiser Permanente service area, and do not elect the alternate New York Life Plan, Kaiser Permanente will offer its Out of Area Group plan. However, effective January 1, 1997, such Medicare-eligible retirees and their dependents will be required to pay that amount of the Out of Area retiree group rate which is in excess of the Health Plan retiree group rate in effect on January 1 of each year. Dependents who are not yet Medicare eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage.

#### Retired Tapered Life Insurance

114. The Retired Tapered Life Insurance plan continues the life insurance coverage an individual received as an active employee under the twice annual salary optional Basic Group Life Plan, or the five thousand dollars (\$5,000) gift group life unreduced for one (1) month after retirement. After that, the coverage is reduced one percent (1%) each month for seventy-five (75) months. Once the coverage reaches twenty-five percent (25%) of the original coverage or two thousand dollars (\$2,000), whichever is higher, it continues unreduced for life. Retired Tapered Life is completely Employer paid.

#### Section 16 - Healthcare Reimbursement Account (HRA)

115. Effective January 1, 2010, the parties agreed to establish a Healthcare Reimbursement Account (HRA) for bargaining unit employees. An HRA will be set up for eligible employees who become plan participants when they retire in accordance with the plan document.
116. The account may be used to reimburse participants for medical, dental, vision and hearing care expenses that qualify as Federal income tax deductions under Section 213 of the Internal Revenue Code. Eligible employees shall convert 80% of unused sick leave, at straight time hourly wage at date of employment termination, accrued during or after 2010 to fund the HRA.
117. Sick leave hours accrued after 12/31/09 shall not apply towards pension service credit.
118. To be eligible for the HRA an employee must be at least 55 years old, and have at least 15 years of service, and employee must be eligible for KP medical at termination (does not require actual enrollment). Age and service requirements

are waived for disability retirement.

#### Section 17– Long Term Disability Program

119. Optometric Assistants and Optometrists with two (2) years or more of continuous service are covered by the Long Term Disability insurance, which provides monthly income benefits if you are totally disabled for longer than six (6) months. Long Term Disability provides the following benefits: fifty percent (50%) of salary or up to sixty percent (60%) when combined with Social Security Disability Income or up to seventy percent (70%) when combined with income from Rehabilitation Employment. Long Term Disability continues until you are able to return to work, or reach age sixty-five (65), or until death. Optometric Assistants and Optometrists with less than two (2) years of service shall be eligible for the Short Term Disability Program contained in the 2005 National Agreement.

#### Section 18 – Benefit Plans

120. This Agreement contains only a summary of benefit plans. Complete details concerning these benefits are contained in the appropriate provider contracts, plan documents or summary plan descriptions which are provided to the Union.

#### ARTICLE X – PAY-IN-LIEU OF BENEFITS

121. Optometrists covered under this Agreement, except for Article IX, Fringe Benefits, shall receive a premium in lieu of benefits at the rate of two dollars (\$2.00) per hour effective January 10, 1993. In no event will there be any duplication of the differential and accumulation or rights to fringe benefits.

#### ARTICLE XI – DISPUTES

##### Section 1 – No Strikes, No Lockouts

122. Recognizing the critical nature of the services rendered to the community, it is agreed that there shall be no lockouts by the Employer nor suspension of work on the part of the employees.

##### Section 2 – Probationary Employees

123. Optometric Assistants and Optometrists shall be considered probationary employees during the first ninety (90) days of employment. During the probationary period Optometric Assistants and Optometrists will be covered by all provisions of the Agreement except that they may be discharged without recourse to the grievance procedure. The Employer will notify the Optometrist in writing of the reason for dismissal.

##### Section 3 – Grievances

124. Both the Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances and

agree that most disputes can be, should be and will be resolved in oral discussion between the employee and the supervisor and the Union representative where necessary.

125. 1. Definition

A grievance is a difference in opinion with respect to the meaning and application of the terms of this Agreement.

126. 2. Procedure

Grievances shall be presented to the Employer in the following manner:

- a) Controversies arising under the contract that have not been resolved through oral discussions shall be reduced to writing and submitted to The Permanente Medical Group, Inc. designee and Labor Relations. The Permanente Medical Group, Inc. designee shall attempt to adjust the grievance as soon as possible but shall answer the grievance in writing to the employee and/or Union representative within three (3) working days after receipt of the written grievance.
- b) If the written grievance is not settled satisfactorily at Step 1, it may within five (5) working days after receipt of the Step 1 answer be appealed by a Union official to the Executive Director of The Permanente Medical Group, Inc. and his/her designee in Labor Relations. This appeal shall be discussed at a meeting to be held within ten (10) working days of such appeal. The Executive Director and his/her designee in Labor Relations shall give his/her final written answer to the Union within five (5) working days.
- c) If the Step 2 answer is unsatisfactory to the Union, the Union may by written notice appeal the matter to arbitration within ten (10) working days of receipt of such answer. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, the State Conciliation Service shall be asked to name a panel of five (5) individuals from which one shall be selected by the parties alternately striking names. The arbitrator's authority shall be limited to the interpretation and application of the Agreement and (s)he shall not have the authority to alter, modify or amend the Agreement. The decision of the arbitrator shall be final and binding upon both parties. The expense and salary incident to the services of the arbitrator shall be shared equally by the Employer and the Union.

127. 3. Time Limits

To be processed, a written grievance must be filed within thirty (30) days of the occurrence of the alleged incident. A grievance must be appealed within the time limits set forth within each step or the grievance shall be considered to have exhausted the grievance procedure and been settled on the basis of the last answer given.

128. 4. Modification of Procedure

Since the parties are determined that there will be a procedure for the resolution of grievances which works rapidly and equitably to bring such disputes to a final resolution, the foregoing may be changed at any time by mutual agreement after experience has demonstrated that any of the foregoing provisions or procedures are causing undue delays.

ARTICLE XII – UNION REPRESENTATIVES

129. Union representatives shall have access to the Optometric offices during working hours for the purpose of ascertaining whether this Agreement is being properly observed and of aiding the settlement of any disputed matter provided such activity does not unduly interfere with the normal operations of the Clinic.

ARTICLE XIII - ENABLING CLAUSE

130. The parties recognize that it may be desirable during the term of this agreement to meet, discuss and to agree upon mutually acceptable changes to matters other than wages. Therefore, by written agreement between the employer and the union, other provisions may be substituted for any other provisions of this agreement. Disputes that may arise under this article shall not be subject to the provisions of Article XI-disputes, Section 3 – grievances.

ARTICLE XIV – TERM OF AGREEMENT

131. This Agreement should be in full force and effective, except as otherwise specifically provided, as of **October 1, 2012** and shall continue in effect through **December 29, 2016** and as specified in the National Agreement, Section 3D, subject to written notice of either party to the other, ninety (90) days prior to the termination date of a desire to amend or terminate this Agreement. In the event no such notices are given, this Agreement shall be deemed to be renewed from year to year, subject, however, to ninety (90) days written notice prior to each anniversary date of a desire to terminate or amend this Agreement.

2013 LOCAL BARGAINING COMMITTEE

**THE PERMANENTE MEDICAL GROUP, INC.**

**ESC, LOCAL 20, IFPTE**

|                      |         |                        |         |
|----------------------|---------|------------------------|---------|
| <u>/S/</u>           | 8/23/13 | <u>/S/</u>             | 8/23/13 |
| Diane Ochoa          | Date    | Michael Aidan          | Date    |
| TPMG                 |         | IFPTE Local 20,        |         |
| <u>/S/</u>           | 8/23/13 | <u>/S/</u>             | 8/23/13 |
| Teri Vaziri          | Date    | John Spallone, Jr., OD | Date    |
| Labor Relations      |         |                        |         |
| <u>/S/</u>           | 8/23/13 | <u>/S/</u>             | 8/23/13 |
| Lori Landsman, OD    | Date    | Joan Mah, OD           | Date    |
|                      |         | IFPTE Local 20,        |         |
| <u>/S/</u>           | 8/23/13 |                        |         |
| Judy Holcomb, OD, OD | Date    |                        |         |

**THE PERMANENTE MEDICAL GROUP, INC.**

**ESC, LOCAL 20, IFPTE**

/S/ Robbie Pearl, MD

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ROBBIE PEARL, MD

Executive Director

The Permanente Medical Group, Inc.

/S/ Kenneth Jones

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KENNETH JONES

President, ESC Local 20, IFPTE

/S/ Henry Diaz

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HENRY DIAZ

Director, Employee & Labor Relations

/S/ Major Norton

---

MAJOR NORTON

Secretary-Treasurer, ESC Local 20, IFPTE

/S/ David G. Isaac

---

DAVID G. ISAAC

Senior Labor Relations Representative  
Chief Negotiator

/S/ Michael Aidan

---

MICHAEL AIDAN

Senior Union Representative, ESC Local 20, IFPTE  
Chief Negotiator

/S/ Melody Bainter

---

MELODY BANTER, RN

Disability Manager

Group Leader

MEMBERS

---

Dr. Christine Chan

Dr. John Spallone

Dr. Niki Forghani

Dr. Charles Dahlman

/S/ Julie Sher

---

JULIE SHER

RMGA's Office

/S/ Dr. Stuart Greene

---

DR. STUART GREENE

Chief of Ophthalmology, Santa Clara

MEMBERS

---

Dr. Lori Landsman

Dr. Judy Holcomb

James McGrath

**APPENDIX A**  
**FACILITIES AND APPENDED MEDICAL OFFICES**

**FACILITIES AND APPENDED MEDICAL  
OFFICES/SITES**

\*Facilities and appended medical centers are subject to change\*

| <b>Facility</b>       | <b>Medical Offices (sites)</b>                       |
|-----------------------|--|
| Fresno                | Fresno   |
| Hayward               | Fremont<br>Union City                                |
| Oakland               | Oakland  |
| Redwood City          | Redwood City   |
| Richmond              | Richmond   |
| Roseville             | Roseville<br>Folsom<br>Lincoln                       |
| Sacramento            | Sacramento<br>Davis<br>Rancho Cordova<br>Point West  |
| San Francisco         | San Francisco  |
| San Rafael            | San Rafael<br>Novato<br>Petaluma                     |
| Santa Clara           | Santa Clara<br>Campbell<br>Milpitas<br>Mountain View |
| Santa Rosa            | Santa Rosa   |
| San Jose              | San Jose<br>Gilroy                                   |
| South Sacramento      | South Sacramento                                     |
| South San Francisco   | South San Francisco                                  |
| Stockton              | Stockton<br>Manteca<br>Modesto<br>Tracy              |
| Vallejo               | Vallejo<br>Fairfield<br>Napa<br>Vacaville            |
| Walnut Creek/Martinez | Park Shadelands<br>Pleasanton<br>Livermore           |
|                       | Martinez<br>Antioch                                  |

APPENDIX B  
WAGE STRUCTURES

OPTOMETRIC EXPERIENCE CREDIT FOR WORK PRIOR TO KAISER  
PERMANENTE

- A. Optometrists with at least one (1) year of experience will be placed at Step two, in accordance with previous contracts.
- B. Optometrists with at least three (3) or more years within the last five (5) years of Regular (twenty (20) hours or more per week) relevant experience will be placed at Step Three.
- C. Optometrists with at least five (5) or more years within the last ten (10) years of Regular (twenty (20) hours or more per week) relevant experience will be placed at Step Four.
- D. Optometrists who are at tenure steps One, Two or Three may make application based upon past verifiable experience prior to employment with Kaiser Permanente to move to Step Two, Three or Four as appropriate based upon the criteria set forth in A. and B. above.

The effective date of the tenure step adjustment, if justified, shall be December 31, 1989. The Optometrist will be responsible to make the application and to provide verification of recent appropriate experience including all supporting documents. The deadline for application shall be July 1, 1990.



## OPTOMETRISTS' WAGES

| Effective October 7, 2012 |                         |         |         |         |         |         |         |         |         |         |         |
|---------------------------|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Job Code                  | Job Title               | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
| 023302                    | OPTOMETRIST             | 48.0555 | 50.8595 | 53.9796 | 57.4133 | 60.7985 | 64.4986 | 66.8679 | 69.2626 | 71.6078 | 73.4005 |
| 023303                    | SR. OPTOMETRIST         | 50.4628 | 53.4070 | 56.6831 | 60.2884 | 63.8429 | 67.7281 | 70.2158 | 72.7302 | 75.1927 | 77.0750 |
| 023306                    | OPTOMETRIC ASSISTANT I  | 22.6391 | 23.0725 | 23.5061 | 24.1110 | 24.6648 | 25.2186 | 25.6692 |         |         |         |
| 023307                    | OPTOMETRIC ASSISTANT II | 24.8640 | 25.5039 | 26.1602 | 26.7610 | 27.3930 | 27.8505 |         |         |         |         |

| Effective October 6, 2013 |                         |         |         |         |         |         |         |         |         |         |         |
|---------------------------|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Job Code                  | Job Title               | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
| 023302                    | OPTOMETRIST             | 49.4972 | 52.3853 | 55.5990 | 59.1357 | 62.6225 | 66.4336 | 68.8739 | 71.3405 | 73.7560 | 75.6025 |
| 023303                    | SR. OPTOMETRIST         | 51.9767 | 55.0092 | 58.3836 | 62.0971 | 65.7582 | 69.7599 | 72.3223 | 74.9121 | 77.4485 | 79.3873 |
| 023306                    | OPTOMETRIC ASSISTANT I  | 23.3183 | 23.7647 | 24.2113 | 24.8343 | 25.4047 | 25.9752 | 26.4393 |         |         |         |
| 023307                    | OPTOMETRIC ASSISTANT II | 25.6099 | 26.2690 | 26.9450 | 27.5638 | 28.2148 | 28.6860 |         |         |         |         |

| Effective October 5, 2014 |                         |         |         |         |         |         |         |         |         |         |         |
|---------------------------|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Job Code                  | Job Title               | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
| 023302                    | OPTOMETRIST             | 50.9821 | 53.9569 | 57.2670 | 60.9098 | 64.5012 | 68.4266 | 70.9401 | 73.4807 | 75.9687 | 77.8706 |
| 023303                    | SR. OPTOMETRIST         | 53.5360 | 56.6595 | 60.1351 | 63.9600 | 67.7309 | 71.8527 | 74.4920 | 77.1595 | 79.7720 | 81.7689 |
| 023306                    | OPTOMETRIC ASSISTANT I  | 24.0178 | 24.4776 | 24.9376 | 25.5793 | 26.1668 | 26.7545 | 27.2325 |         |         |         |
| 023307                    | OPTOMETRIC ASSISTANT II | 26.3782 | 27.0571 | 27.7534 | 28.3907 | 29.0612 | 29.5466 |         |         |         |         |

APPENDIX C  
ON GOING DISCUSSIONS

ESC/IFPTE Local 20 – OD Unit  
And  
The Permanente Medical Group, Inc.  
Local Bargaining  
April 16, 2001

This letter of understanding is entered into by and between the Permanente medical group, inc. (the employer) and engineers and scientists of California, IFPTE Local 20 – OD unit (the Union), for purposes of establishing the ongoing items for discussion as a separate and continuing obligation of the parties under the current collective bargaining Agreement.

The parties mutually agree to refer the following items to the regional professional practices committee (RPPC) for ongoing discussion, with the recommendation that these issues become their first consideration and priority:

1. Continuing discussions on scope of practice issues affecting Optometrists.
2. Continuing discussions on scheduling guidelines for optometry, as referenced in Article VI of the current collective bargaining agreement.
3. Continuing discussion around staffing issues.

|                    |      |      |      |
|--------------------|------|------|------|
| ESC/IFPTE Local 20 | Date | TPMG | Date |
|--------------------|------|------|------|

APPENDIX D  
AGREEMENT FOR 4/40 WORK WEEK

This agreement, effective insert date, amends the collective bargaining agreement between the Kaiser Permanente Medical Care Program (hereinafter referred to as the Employer) and ESC-IFPTE Local 20 (hereinafter referred to as the Union) for purposes of establishing a ten-hour four-day work week (4/40 work week) for regular employees within the Optometry Department at Kaiser Permanente Medical Center, Street Address, Town/City, California.

The parties acknowledge that at least two-thirds of the affected regular employees have voluntarily agreed in writing to work a regularly scheduled work week of four days of ten hours each. However, in those situations involving 20 hour and 30 hour employees, a regularly scheduled work week shall consist of two days of ten hours each and three days of ten hours, respectively. In no case shall this agreement be extended beyond one year without the mutual agreement of both parties. Unless otherwise provided below, all other provisions of the collective bargaining agreement shall remain in force.

- a) The overtime provisions of Article VI, Section 2 are modified. The following provision with regard to the payment of overtime will be employed: Any employee on a schedule of four-ten hour days established pursuant to this section who is required or permitted to work more than four (4) workdays, after having worked forty (40) straight time hours, shall be compensated at the rate of not less than one and one-half (1½) times the employees' regular rate of pay for the first eight hours on such additional workdays, and double the employee's regular rate of pay for work in excess of eight hours on those workdays. Employees on a 4/40 work schedule shall be paid at the rate of time and one-half (1½) for all hours of work performed in excess of 10 hours in any work day and double the straight time hourly rate of all hours worked in excess of twelve (12) consecutive hours in any work day. This agreement is based upon the current overtime provisions of Section 3 (B), (3) of the California State Industrial Welfare commission orders. In the event that the aforementioned provision is changed, these rates will not change without re-negotiations.
- b) For purposes of accrual, paid sick leave, vacation, holidays, funeral leave and educational leave shall be converted to hourly equivalents. Employees shall be allowed to utilize such accrued time on the basis of their actual straight time scheduled hours. However, for holidays only, employees covered by the 4/40 agreement shall be allowed to utilize their maximum eighty (80) hours of holiday benefits in ten hour increments on the seven scheduled holidays and one floating holiday (the other two float holidays will be eliminated). If a holiday occurs during a vacation period or regularly scheduled day off (Monday through Saturday inclusive), the Optometrist shall be granted an additional day off.
- c) When scheduling changes are necessary, and mutually satisfactory, modified schedules cannot be arranged, the Employer will first seek volunteers to fill the modified schedules. If there are insufficient volunteers, the modified schedules will be assigned by inverse order of bargaining unit seniority among

APPENDIX D  
AGREEMENT FOR 4/40 WORK WEEK

Optometrists.

- d) Any dispute arising out of the application or interpretation of this 4/40 agreement or the master agreement as it relates to the 4/40 program shall not be subject to the grievance procedure. However, either party may cancel this agreement with (30) calendar days written notice.

Unless cancelled in accordance with Paragraph (d) above, this agreement shall remain in effect through **insert date**.

This agreement pertains to the Optometry Department at Kaiser Permanente Medical Center, Street Address, Town/City, only, and shall not constitute a precedent for either party, and has been initiated at the mutual request of the employer and the employees.

APPENDIX E  
LICENSE VERIFICATION

DATE: July 8, 2005

TO: All Local 20 Optometrists

FROM: Michael Aidan  
Senior Union Representative  
Local 20

David G. Isaac  
Senior Labor Relations Representative

RE: License Verification

---

At a recent meeting of the Regional Professional Practices Committee (RPPC) a discussion took place regarding the licensure of Optometrists. As agreed to by this Committee, the following procedures have been implemented in order to insure/verify that all Optometrists are currently licensed:

1. The Credentialing Office will verify directly with the State Board that an Optometrist's license is current.
2. The Credentialing Office will send the Optometrist two (2) reminders in advance of an Optometrist's License expiration (2 months prior and then 1 month prior).
3. It is expected that the Optometrists will send in the renewal application within six (6) weeks of license expiration or within one (1) week of receiving the renewal application, whichever is sooner.
4. If the State fails to renew the Optometrist's license through no fault of the Optometrist and the Optometrist is in compliance with procedure #3 above (proof of mailing will be required), then appropriate alternative non-clinical work (i.e., not requiring Optometric licensure, e.g., Optometric Assistant) will be provided until such time that the State has responded to the renewal application or thirty (30) days, whichever is sooner.

APPENDIX F  
EQUITY ADJUSTMENTS

The Permanente Medical Group Inc.  
And  
ESC/IFPTE Local 20  
Doctors of Optometry

July 24, 2002

The Permanente Medical Group, Inc. (The Employer), and ESC/IFPTE, Local 20 (The Union) hereby agree to the following in completion of their Local Bargaining for the equity adjustments for year "2" outlined in the National Agreement (Reference: Section 2: Wages and Benefits, A – Compensation, 2 – Equity Adjustments, page 26 of the National agreement). The following completes the Remaining distribution of the equity amounts outlined for year two consisting of a total of six tenths of one percent (0.6%):

Background: The parties had allocated approximately three tenths of one percent (0.3%) of this amount during the Fall 2000 Local Bargaining for the second year of the local agreement for the purposes of adding 8 more hours of educational leave to be used during non-scheduled days for a total of 24 hours. The interest based bargaining concluded on July 24, 2002 allocated the remaining approximately three tenths of one percent (0.3%) as outlined below:

Reimbursement of Educational Expenses

Effective on January 1, 2002 and thereafter, Regular Employees (defined as "benefited" employees regularly employed to work a predetermined work schedule of twenty (20) or more hours per week) shall be reimbursed for educational expenses with the following criteria and requirements:

- Only Regular employees as defined above are eligible for this reimbursement.
- Reimbursement shall be made for allowable expenses up to the following amounts per each Calendar year:
  - \$200.00 per year for Regular Employees scheduled for 20-31 hours per week
  - \$250.00 per year for Regular Employees scheduled for 32-40 hours per week
- Reimbursement may be made for allowable expenses for events occurring the first of the month following the month of hire OR the first of the month following the month of transfer to a Regular Employee status as outlined above.
- Unused monies remaining for any employee will not be carried over into the next calendar year.

APPENDIX F  
EQUITY ADJUSTMENTS

- Reimbursement for educational expenses are to be used in direct conjunction with Optometrist's Continuing Education Requirements. Examples include but are not limited to:
  - Registration fees
  - Tuition
  - Transportation
  - Lodging
  - Meals
  - Educational supplies such as books, reference materials
  
- Must provide required documentation and meet other Expense Account reimbursement requirements as outlined by Kaiser Permanente's Financial Governance policies and procedures.
  
- Must provide appropriate receipts and submit the required expense account forms and other documents within thirty (30) days of the event. The only exception is the first year of this agreement (2002) in which the required documents must be submitted within 45 days of the execution of this agreement for events occurring back to January 1, 2002.

Amendment of the Collective Bargaining Agreement

The parties agree to amend the Collective Bargaining Agreement as follows:

Article IX – Fringe Benefits, Section 8 – Educational Leave, paragraph 72, page 16 of the current agreement:

Expenses in connection with this leave will be borne by the Optometrist and reimbursed if in accordance with the letter of agreement dated July 24, 2002 entitled "Equity Adjustments – 2002, for tuition and/or registration fees and, if the reimbursement amounts are exceeded as outlined in the aforementioned letter of agreement, may be further reimbursed upon approval of the Administrator. The Executive Director will give consideration to per diem allowances and/or transportation expenses for Optometrists invited to participate in the presentation of papers.

The parties agree that with the implementation of this agreement, the Employer has fully satisfied its obligations and requirements for the second year of the local agreement's "equity adjustment."

---

|                    |      |      |      |
|--------------------|------|------|------|
| ESC/IFPTE Local 20 | Date | TPMG | Date |
|--------------------|------|------|------|

APPENDIX G  
GLAUCOMA DIDACTIC COURSE

LETTER OF AGREEMENT

between  
THE PERMANENTE MEDICAL GROUP, INC.  
and  
ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE (AFL-CIO & CLC)  
July 18, 2012

This is an addendum to the January 24, 1997 letter of agreement which allowed tuition reimbursement for the Glaucoma Didactic Course for Regular Optometrists who successfully completed the glaucoma didactic course in accordance with state regulations. Funds have been obtained from the Ben Hudnall Trust to pay for the approved Glaucoma Certification Course for Optometrists in Northern California who have the intent to practice Glaucoma management.

The following UC Berkeley School of Optometry's *Berkeley On-Line Lectures and Demonstrations* have been deemed acceptable by the California State Board of Optometry. Individuals who complete any of these courses will be allowed to use the hours earned towards the renewal of their optometrist license:

- 24-hour Didactic On-Line Course
- 16-hour Case Management On-Line Course
- 16-hour Grand Rounds Course (UCB Optometry)

The funding program will be in place for two years – May 1, 2012 to May 31, 2014. All Optometrists interested in taking the course and with the intent to practice must sign up prior to May 1, 2012. Any Optometrist that did not sign up during this period will not be eligible for the payment by the Ben Hudnall Trust. Optometrists who have not signed up in time may use their tuition reimbursement programs to take courses.

For the purposes of the Glaucoma Certification Program, up to 40 hours of On-Line Courses and 16-hour Grand Rounds Course may be used on regular days off rather than the three days in the current CBA (paragraph 76). The normal process for submitting use of educational leave on work days applies. Such leave shall not count as time worked for the purpose of determining eligibility for overtime.

|                 |                |
|-----------------|----------------|
| <u>/S/</u>      | <u>8/23/13</u> |
| Michael Aidan   | Date           |
| IFPTE Local 20, |                |

|                         |                |
|-------------------------|----------------|
| <u>/S/</u>              | <u>8/23/13</u> |
| Diane Ochoa, TPMG, Inc. | Date           |

|                 |                |
|-----------------|----------------|
| <u>/S/</u>      | <u>8/23/13</u> |
| Teri L. Vaziri, | Date           |
| Labor Relations |                |



ATTACHMENT A  
SERVICE PERFORMANCE PAY PROGRAM

Lump-Sum Service Performance Payments will be made as follows to eligible Optometrists based on service performance as rated by the Kaiser Permanente Health Plan Membership for the years 1996, 1997 and 1998.

|   |
|---|
| See Attachment 1 (6/13/96): Service Performance Targets |
|---|

1996 SPECIAL ADJUSTMENT

For 1996 only, Kaiser Permanente will pay the threshold performance payout of 1.5% following ratification of a new Collective Bargaining Agreement provided such Agreement is ratified on or before July 1, 1996.

Should the 1996 Points of Improvement meet or exceed either the target or stretch levels referenced above, the percent difference between the threshold payout and the target or stretch payout will be paid on the first pay period after April 1, 1997.

The payout percentage will be multiplied by the employee's total wage compensation for 1995. To be eligible for the 1996 payout, employees must have earned \$4,500 in 1995.

PERFORMANCE MEASUREMENT

The measurement instruments shall be the Kaiser Permanente Patient Surveys (Long and Short forms).

The percent of "very good" and "excellent" response ratings to the questions referenced in Attachment 3 shall determine the year-end score for the measurement year.

PAYMENT FORMULA

Eligible Optometrists shall receive the percentage payout referenced in Attachment 1. To determine the lump-sum, the payout percentage shall be multiplied by the employee's total wage compensation for the measurement year.

Eligible Optometrist:

An eligible Optometrist is an Optometrist on the Kaiser Permanente payroll on March 1 following the measurement year and who has completed 300 hours of work in the measurement year.

Payment Date:

The first pay period after April 1 following the measurement year.

ATTACHMENT A  
SERVICE PERFORMANCE PAY PROGRAM

Kaiser Permanente Patient Surveys:

The Employer reserves the right to modify, add or delete questions on the surveys or to modify the computation for all questions except for the survey questions referenced in Attachment 3. The administration of the surveys and survey processes shall be determined by Kaiser Permanente.

ATTACHMENT A1  
(6/13/96)

SERVICE PERFORMANCE TARGETS  
1996 – 1997 - 1998

| POINT RANGE  | THRESHOLD           | TARGET              | STRETCH             |
|--------------|---------------------|---------------------|---------------------|
| Less than 65 | 2.7                 | 5.3                 | 7.9                 |
| 65.1 - 70    | 2.0                 | 3.9                 | 5.8                 |
| 70.1 - 75    | 1.3                 | 2.5                 | 3.9                 |
| 75.1 - 80    | 0.5                 | 1.0                 | 1.5                 |
| 80.1 - 100   | Pay Stretch<br>2.5% | Pay Stretch<br>2.5% | Pay Stretch<br>2.5% |

PAYOUT PERCENTAGE

|           |      |
|-----------|------|
| Threshold | 1.5% |
| Target    | 2.0% |
| Stretch   | 2.5% |

PAYOUT PROCEDURE

The facility Baseline Score at the conclusion of 1995, 1996 and 1997 will be used to slot the facility, each year, in one of the five ranges referenced above. To be eligible for a lump-sum Service Performance Payment, the facility Year End Score must meet or exceed the prior year Base Line Score by the Points of Improvement referenced above.

INCENTIVE PLANS

Both parties agree incentive programs are designed to enhance organizational performance. Basic optometric health care services are augmented by the special interaction with optical and ophthalmic business ventures that enhance the financial performance of the organization through revenue generation; this results in the opportunity to impact the quality and service offer to health plan members. These incentive programs are separately negotiated in Partnership, but will be applied as provided in the National Agreement. Either party has the right to terminate any plan, except the National Performance Sharing Plan (PSP) and Service Performance Pay Program based on Member Patient Satisfaction (MPS), with thirty (30) days notice. Plans may include, but are not limited to, those pertaining to optical sales, refractive surgery (i.e., LVC), and Service Performance Plan (i.e., MPS), and are subject to the payment terms of the National Agreement Performance Sharing Plan (PSP).

ATTACHMENT A2  
MPS COMMITTEE

ESC/IFPTE Local 20 (the Union) and the Permanente Medical Group, Inc. (the Employer) agree to create a special committee composed of two (2) representatives selected by each party. The purpose of this committee is to address any issues related to MPS. This committee will make recommendations for changes (if any) related to this issue to implement such changes as soon as possible upon approval. Such recommendations shall be made using interest based problem solving (IBPS) techniques and consensus.

The parties may invite subject matter experts in the discussions and formulation of their recommendations.

The parties shall convene their first meeting within sixty (60) days of ratification of the Agreement.

Low MPS Scores are not reason alone to issue written disciplinary action. MPS scores must be reviewed in conjunction with other factors, e.g., attendance, patient complaints, etc.

This letter of Agreement shall not be subject to the dispute resolution procedure set forth in Article XI – disputes.

ATTACHMENT A3  
DEFINITIONS -- SERVICE PERFORMANCE PAY PROGRAM

DEFINITIONS

|                               |  |
|-------------------------------|--|
| Measurement Instrument        | The Kaiser Permanente Patient Surveys year-end results   |
| Response Ratings              | Percentage of responses within the categories of "very good" and "excellent" for the survey questions                                    |
| Measurement Year              | January 1 - December 31, 1996 and<br>January 1 - December 31, 1997 and<br>January 1 - December 31, 1998                                  |
| Payment Date                  | The first pay period after April 1 following the measurement year  |
| Base Line Score               | December 31, 1995, 1996 and 1997 year-end score  |
| Year-End Score                | The response ratings for the years ending 1996, 1997 and 1998  |
| Performance Targets           | Designates the performance level at the end of each measurement year for the survey questions  |
| Performance Target Categories | Threshold<br>Target<br><b>Stretch</b>  |
| Payout Percentage             | The percent of lump-sum payment that corresponds to the performance targets.   |
| Payment Formula               | The payout percentage designated by the performance targets multiplied by the employee's total wage compensation for a measurement year. |
| Eligible Employee             | An employee on the payroll as of March 1 following the measurement year and who has completed 300 hours of work in the measurement year. |

ATTACHMENT A4  
MPS MODIFICATION – TOP SCORING FACILITY

March 14, 2002

This Letter of Agreement is entered into between The Engineers and Scientists of California, Local 20 (IFPTE AFL-CIO & CIC) (the Union) – Optometrists Unit, and The Permanente Medical Group, Inc. (the Employer).

The parties voluntarily agreed to modify the Kaiser Permanente Service Performance Pay Program as outlined in the current Collective Bargaining Agreement – Attachment “A” and Attachment 1 as follows:

Modify the Payout effective for the measurement year January 1 – December 31, 2001, (paid out the first pay period after April 1, 2002, following the measurement year) to provide an additional one (1) percent for the one highest scoring facility for that measurement year. This one percent can be over and above the current five and one-half percent (5-½ %) cap for the combined payout between the optical and MPS incentives.

Example: If a facility were to qualify for the above MPS top scoring facility payout of 1% AND also qualify for the extra 1% payout according to the rules of the optical incentive (i.e. top 2 performing locations), a person in that facility, otherwise eligible, could receive up to a seven and one-half percent (7½ %) payout with the two combined plans.

This extraordinary Top Scoring Facility Premium of one percent (1%) is voluntarily entered into by the parties and may be discontinued by written notice by either party to the other by providing a minimum of 30 days advance notice prior to the end of any measurement year (by December 1 of any measurement year).

The parties hereby agree to the foregoing:

|               |                  |                 |                 |
|---------------|------------------|-----------------|-----------------|
| <u>/S/</u>    | <u>3/26/2002</u> | <u>/S/</u>      | <u>4/2/2002</u> |
| Michael Aidan | Date             | Julie Sher      | Date            |
|               |                  | <u>/S/</u>      | <u>4/2/2002</u> |
|               |                  | Ralph Anthenien | Date            |

ATTACHMENT A5  
MPS MODIFICATION – ROUNDING UP TO THRESHOLD

DOCUMENTATION OF AGREEMENT  
between  
THE PERMANENTE MEDICAL GROUP, INC.  
and  
ENGINEERS AND SCIENTISTS OF CALIFORNIA,  
LOCAL 20 IFPTE (AFL-CIO & CLC)

The purpose of this note is to document our verbal agreement regarding the rounding of MPS scores. We have agreed to allow those facilities within .5 of the Threshold payout point to achieve the Threshold payout level. More specifically, if a score is five tenths of a point or less below threshold, then that score is deemed to have made threshold.

That is: threshold-reported score  $\leq 0.5 \Rightarrow$  department has achieved threshold.

## INDEX

|   |    |
|---|----|
| Additional Hours .....                              | 3  |
| Agreement for 4/40 Work Week .....                  | 34 |
| Automatic Paycheck Deposit.....                     | 10 |
| Check-off .....                                     | 1  |
| Compensation .....                                  | 9  |
| Authorized Overtime .....                           | 10 |
| Automatic Paycheck Deposit .....                    | 10 |
| Competitive Wage Review And Equity Adjustment ..... | 11 |
| Normal Workday/Workweek .....                       | 9  |
| Shift Differential .....                            | 10 |
| Deferred Vested Retirement.....                     | 21 |
| Definitions .....                                   | 43 |
| Base Line Score .....                               | 43 |
| Eligible Employee .....                             | 43 |
| Measurement Year .....                              | 43 |
| Payment Date .....                                  | 43 |
| Payment Formula .....                               | 43 |
| Payout Percentage .....                             | 43 |
| Performance Target Categories .....                 | 43 |
| Performance Targets.....                            | 43 |
| Response Ratings .....                              | 43 |
| Year-End Score .....                                | 43 |
| Dental Plan.....                                    | 19 |
| Dependent Care Reimbursement Program .....          | 18 |
| Disability Retirement .....                         | 21 |
| Disputes .....                                      | 24 |
| Grievances .....                                    | 24 |
| No Strikes, No Lockouts .....                       | 24 |
| Probationary Employees.....                         | 24 |
| Division Of Responsibility .....                    | 4  |
| Professional Standards .....                        | 4  |
| Retained Responsibilities .....                     | 7  |
| Domestic Partner Coverage .....                     | 11 |
| Eligibility.....                                    | 12 |
| Early Retirement .....                              | 21 |
| Educational Leave.....                              | 16 |
| Emergency Leaves.....                               | 14 |
| Employer Indemnification .....                      | 4  |
| Enabling Clause .....                               | 26 |
| Equity Adjustments.....                             | 36 |
| Experience Credit.....                              | 30 |
| Facilities and Appended Medical Offices.....        | 29 |
| Fringe Benefits .....                               | 12 |
| Benefit Plans .....                                 | 24 |
| Dental Plan.....                                    | 19 |
| Dependent Care Reimbursement Program .....          | 18 |



## INDEX

|   |    |
|---|----|
| Educational Leave .....   | 16 |
| Bereavement Leave .....   | 15 |
| Group Life Insurance .....  | 20 |
| Holidays .....  | 12 |
| Hospital-Medical-Surgical Coverage .....                            | 19 |
| Jury Duty .....   | 14 |
| Leaves Of Absence .....   | 14 |
| Long Term Disability Program .....                                  | 24 |
| Major Medical Plan .....  | 18 |
| Retired Hospital-Surgical-Medical And Major Medical Insurance ..... | 22 |
| Retirement Plan .....   | 22 |
| Sick Leave .....  | 17 |
| Vacation .....  | 13 |
| Glaucoma Didactic Course .....                                      | 38 |
| Grievances .....  | 24 |
| Health Plan .....   | 18 |
| Hiring .....  | 2  |
| Holidays .....  | 12 |
| Inter-Facility Transfer .....                                       | 2  |
| Jury Duty .....   | 14 |
| Layoff .....  | 3  |
| Leaves Of Absence .....   | 14 |
| Life Insurance .....  | 20 |
| License Verification .....  | 35 |
| Lockouts .....  | 24 |
| Long Term Disability Program .....                                  | 24 |
| Major Medical Plan .....  | 18 |
| Membership .....  | 1  |
| MPS Committee .....   | 42 |
| MPS Modification - Top Scoring Facility .....                       | 44 |
| MPS Rounding up to Threshold .....                                  | 45 |
| Non-Discrimination .....  | 4  |
| Non-Emergency Leave .....   | 15 |
| On-going Discussions .....  | 32 |
| Optometric Assistant .....  | 5  |
| Overtime .....  | 10 |
| Performance Pay Program .....                                       | 39 |
| Postponed Retirement .....  | 21 |
| Probationary Employee .....   | 24 |
| Professional Practice Committee .....                               | 7  |
| Dispute Resolution Process .....                                    | 8  |
| Local Committees .....  | 7  |
| Regional Professional Practices Committee (RPPC) .....              | 8  |
| Professional Standards .....  | 4  |
| Recall .....  | 3  |
| Regular Employee .....  | 2  |

## INDEX

|  |    |
|--|----|
| Retirement Plan .....                      | 20 |
| Scheduling .....                           | 3  |
| Senior Optometrist .....                   | 5  |
| Seniority .....                            | 2  |
| Service Performance Pay Program .....      | 39 |
| Shift Differential .....                   | 10 |
| Sick Leave .....                           | 17 |
| Strikes .....                              | 24 |
| Supplemental Life Insurance .....          | 20 |
| Temporary Employee .....                   | 2  |
| Term of Agreement .....                    | 26 |
| Types of Employees .....                   | 2  |
| Unemployment Compensation Disability ..... | 18 |
| Union .....                                | 1  |
| Union Representatives .....                | 26 |
| Union Security .....                       | 1  |
| Check-off .....                            | 1  |
| Hiring .....                               | 2  |
| Membership .....                           | 1  |
| Seniority .....                            | 2  |
| Types of Employees .....                   | 2  |
| Vacation .....                             | 13 |
| Wage Rates .....                           | 31 |
| Worker's Compensation Benefits .....       | 18 |