

KAISER – UNAC/UHCP

LABOR–MANAGEMENT AGREEMENT BETWEEN

KAISER PERMANENTE MEDICAL CARE PROGRAMS

AND

KAISER PERMANENTE MIDWIVES AND

WOUND OSTOMY NURSES

UNITED NURSES ASSOCIATIONS OF CALIFORNIA

UNION OF HEALTH CARE PROFESSIONALS

NUHHCE · AFSCME · AFL-CIO



August 3, 2012 – September 30, 2015

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PREAMBLE

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

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

AGREEMENT

This Agreement is made and entered into by and between the Southern California Permanente Medical Group and Kaiser Foundation Hospitals, hereinafter referred to as the "Employer," and the Kaiser Permanente Midwives and Wound Ostomy Nurses, which is an affiliate Association of the United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO (UNAC/UHCP), hereinafter referred to as the "Association."

100

ARTICLE I – RECOGNITION AND COVERAGE

- 101 The Employer hereby recognizes the Union as the sole bargaining agent representing all included Certified Nurse Midwife and Wound Ostomy Continence Nurses (CNM/WOCN) for the purposes of collective bargaining to establish rates of pay, hours of work, and other conditions of employment.
- 102 Employees covered by this Agreement are those CNM/WOCNs licensed to practice in the State of California and employed by the Employer in the classifications of CNM/WOCN at the following Medical Centers and their associated outlying Medical Offices and Inpatient facilities: Baldwin Park, Downey (Bellflower), Fontana, South Bay, Kern County, Los Angeles, Ontario, Orange County – including Anaheim and Irvine, Panorama City, Antelope Valley, Riverside, Moreno Valley, San Diego, West Los Angeles and Woodland Hills. Furthermore, CNM/WOCN at any additional facilities which may qualify as accretions to any of the existing Medical Centers during the term of this Agreement will also be covered by this Agreement.
- 103 Excluded from coverage, unless expressly abridged by the agreement are Nurse Supervisor classifications, and all other non-health care professional employees including personnel defined in the National Labor Relations Act, as amended.
- 104 For the purpose of this Agreement, the term “facility” shall be defined as each medical center and associated medical office buildings.
- 105 The Bargaining Unit shall be composed of all CNM/WOCNs covered by this Agreement, as described in Paragraph 102.
- 106 The Employer agrees that during the term of this Agreement it will not challenge the bargaining unit status of any nurse or job classification covered by this Agreement. The Employer further agrees that during the term of this Agreement it will neither claim that any nurse or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2(11) of the National Labor Relations Act (NLRA), nor assign any nurse such duties for the purpose of removing that nurse from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union’s right to represent any nurse in any job classification covered by this Agreement based on a claim that such nurse is a supervisor within the meaning of the NLRA.

200

ARTICLE II – COURTESY

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

300

ARTICLE III – RIGHTS OF MANAGEMENT

301 All the rights of management vested solely in the Employer in the operations of its business are limited only by the specific provisions of this Agreement.

400

ARTICLE IV – STRIKES AND LOCKOUTS

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

500

ARTICLE V – OBSERVANCE OF PATIENT SCHEDULES

501 It is agreed that the primary criteria of the CNM/WOCN classification is direct delivery of patient care and the assurance of meeting patient schedules is vital to the continuation of the basic program.

502 During the term of the Agreement, CNM/WOCNs will be given permission by the Union to meet patient schedules throughout any or all work stoppages by other employees of the Employer. This agreement pertains solely to the normal or standard duties of each and every CNM/WOCN and no other non- CNM/WOCN duties will be requested of, or assigned to each, CNM/WOCN during a work stoppage by other employees.

503 During the term of this Agreement, or any period of extension, neither the Union, its members, nor any CNM/WOCN covered by this Agreement, will call, sanction or participate in any strike, including sympathy strikes, stoppage of work, picketing, slow down or concerted interruption of the function of the Employer.

600

ARTICLE VI – MEMBERSHIP

601 Requirements

602 It shall be a condition of employment that all CNM/WOCNs of the Employer covered by this Agreement shall remain members of the Union in good standing. For the purpose of this Article, membership in good standing is satisfied by the payment of uniform and customary initiation fees, periodic dues and reinstatement fees required by the Union, except to the extent modified by Paragraph 610 herein. It shall also be a condition of employment that all CNM/WOCNs covered by this Agreement and hired on or after its execution date shall, within thirty one (31) days following the beginning of such employment, become and remain members in good standing in the Union.

603 Maintenance

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

605 New KPMWON Notice

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

607 Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employed CNM/WOCNs who are subject to the provision of this Agreement giving names, addresses, classifications and dates of employment.

608 On or before the tenth (10th) of each month, subsequent to the establishment of the master list, the Employer will forward to the Union the names, addresses, classifications and dates of employment of new CNM/WOCNs and the names of those CNM/WOCNs who have resigned or who have been terminated.

609 Payroll Deduction of Union Membership Dues

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

611 Indemnification

612 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 this Article.

613 Exemptions

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

700 ARTICLE VII – NON-DISCRIMINATION

701 The Employer and the Union agree that there shall be no discrimination against any CNM/WOCN or applicant because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical disability, mental disability, veteran status or marital status as provided by law.

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

800 ARTICLE VIII – UNION REPRESENTATION

801 Union Representation

802 The Union will be allowed to appoint a reasonable number of Union Representatives to conduct union business related to Kaiser Permanente.

803 The Union President or designee will be the Chief Representative of Kaiser Permanente Midwife and Wound Ostomy Nurses (KPMWON).

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

805 There shall be no discrimination by the Employer against CNM/WOCNs because of membership in or activity on behalf of the Union, provided that such activity does not interfere with the CNM/WOCN's regular duties. Union Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

806 Union Leave of Absence

807 Leaves of Absence for Union Business will be granted and addressed in accordance with the National Agreement. Should the National Agreement not be renewed, the Union may initiate a request to bargain the issue of Union Leave of Absence.

808 Bulletin Boards

809 The Employer may provide one (1) glass enclosed, locking bulletin board at each primary location where CNM/WOCNs are regularly employed for the exclusive use of the Union. Placement of materials will be by mutual agreement and copies of materials will be provided upon request.

810 Union Meetings

811 Upon request, Union meetings and elections may be held at the Medical Center facilities, when appropriate, provided space is available.

900 ARTICLE IX – CORRECTIVE ACTION/DISCIPLINE

901 Corrective Action

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

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

904 Issue Resolution

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

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

907 Discipline

908 The Employer shall discipline, suspend or discharge any CNM/WOCN for just cause only.

- 909 All CNM/WOCN shall have the right to have a Union Representative present at any meeting with supervisors or Management representatives when such meetings are investigatory, accusatory or disciplinary in nature. Management will advise the concerned CNM/WOCN if the intent of the meeting is to be investigatory, accusatory or disciplinary in nature.
- 910 The Employer shall notify the State Association of a discharge within seven (7) workdays stating the reason for the action taken. Such notice may first be made by telephone, with written confirmation to be made as soon thereafter as is reasonable. In the event a Union Representative is present during the termination, the Union will be deemed to have been notified. Receipt by the Local Affiliate Representative of the Corrective Action/Notice of Disciplinary Action will constitute notification as referred to in this paragraph.
- 911 If the Union is not notified within seven (7) workdays, the termination will be considered automatically appealed to Step Two of the Grievance Procedure.
- 912 CNM/WOCNs will receive copies of all corrective action disciplinary notices placed in their personal/personnel files and shall have the right to rebut in writing any corrective action/disciplinary notice. Such rebuttal shall be attached to the corrective action/disciplinary notice and placed in the personal/personnel file. Any materials relating to corrective action/discipline for which there has been no reoccurrence for one (1) year shall not be used as a basis for progressive corrective action/discipline in any future matters and will be removed after one (1) year. The CNM/WOCNs shall have the right to review their personnel files to ensure the outdated corrective action/disciplinary notices have been removed.
- 913 It is the intent of the Employer to utilize progressive corrective action/discipline in normal circumstances. The corrective action/discipline imposed will be appropriate to the offense. Where deemed appropriate, the Employer may elect to use informal corrective action such as verbal counseling and documented counseling prior to the issuing of formal discipline. Formal corrective action/discipline imposed may include any or all of the following: written Corrective Action/Notice of Disciplinary Action, suspension and/or discharge. However, CNM/WOCNs may be discharged for gross misconduct or gross neglect of duty without prior warning.
- 914 Personnel Record Information
- 915 The Employer shall provide copies of Corrective Action Notices of Disciplinary Action to the appropriate local Union Representative within five (5) workdays. In the event a Union Representative is present during the corrective action/discipline, the Union will be deemed to have been notified.

- 916 All Notices of Corrective Disciplinary Action are subject to the Grievance and Arbitration Procedure except notices of termination issued to probationary employees as referenced in Paragraph 1106.
- 917 The Employer further agrees, upon request with the written consent of the CNM/WOCN and accompanied by the CNM/WOCN, to show the Union Representative any material in the personnel record which is germane to an alleged infraction by the CNM/WOCN, in accordance with established procedures.
- 918 In any case where the Employer and Union Representative agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.
- 919 To satisfy governmental record-keeping requirements, copies of such notices shall be permanently maintained in a separate file to which supervisors shall not have access.

1000 ARTICLE X – GRIEVANCE AND ARBITRATION PROCEDURE

1001 Grievance Procedure

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

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

1004 Regional grievances filed on behalf of a group of CNM/WOCNs in more than one medical center will be filed directly at Step III by a Association State Officer or Staff Representative within thirty (30) calendar days after the Union had knowledge, or should have had knowledge, of the event which caused the grievance or complaint.

1005 First Step

1006 A CNM/WOCN who believes a grievance or complaint exists will discuss such matter with the immediate supervisor, with or without a Union Representative present, as the CNM/WOCN may elect. In the event the dispute remains unresolved, the CNM/WOCN

may submit a grievance in writing within thirty (30) calendar days after the CNM/WOCN had knowledge, or should have had knowledge, of the event which caused the grievance or complaint. The written grievance shall state the facts and the requested remedy. It is the intent every reasonable effort be made between the parties to resolve differences.

1007 After a grievance or complaint has been submitted to the immediate supervisor, the supervisor shall respond in writing to the CNM/WOCN within fifteen (15) calendar days.

1008 Second Step

1009 If the grievance is not resolved, nor an answer received from the supervisor in the first step within the specified time, the grievance shall be reduced to writing on the standard form provided by the Union. Within fifteen (15) calendar days, the Union Representative, shall submit the written grievance to the local area Human Resources Director or designee.

1010 The Second Step hearing is to be convened within fifteen (15) calendar days with the appropriate Manager, and the Human Resources Director or designee for the Employer, and the Union Representative, and the Grievant.

1011 The Second Step answer is to be made by the Human Resources Director, or designee, within fifteen (15) calendar days following conclusion of the hearing.

1012 Third Step

1013 Appeals to the Third Step of the grievance procedure must be made within fifteen (15) calendar days following the date the Step Two answer was received. Appeals will be directed to the Regional Labor Relations Department.

1014 Following receipt of the written appeal, a meeting shall be held within fifteen (15) calendar days between a representative of the Regional Labor Relations Department for the Employer and a State Officer or Staff Representative for the Union. Either party may include additional representatives who have been involved in the grievance in prior steps. Either party may include additional representatives from their respective organizations.

1015 The Third Step answer is to be made within fifteen (15) calendar days following conclusion of the hearing(s).

1016 Arbitration

1017 The Union will have fifteen (15) calendar days following receipt of the Step Three response, in which to appeal the grievance to arbitration.

- 1018 Appeals to arbitration will be made by letter to the Regional Labor Relations Representative.
- 1019 The parties will mutually agree to an arbitrator.
- 1020 Arbitrators are only authorized to provide interpretation of the application of this Agreement, and shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement. An Arbitrator has no authority to order an interest payment, damages nor expenses in conjunction with any back pay award.
- 1021 The decision of the Arbitrator shall be final and binding on the parties. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence. Extension shall be by mutual agreement of the parties.
- 1022 Expenses of arbitration shall be shared equally by the parties. Each party will be responsible for the cost of its representation and witnesses.
- 1023 The grievant shall be permitted time off work to attend the arbitration proceedings. Said time shall be without pay, unless arrangements have been made for the grievant to receive vacation pay. In addition, any approved time off granted for arbitration preparation shall be either approved vacation pay or without pay.
- 1024 Following the appeal of the grievance to arbitration, the parties may schedule a pre-arbitration meeting for the final evaluation of facts and conducting related business.
- 1025 Both parties agree that no outside Attorneys will be present or participate in these proceedings.
- 1026 Mediation
- 1027 A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.
- 1028 The Mediator shall be selected by mutual agreement of the parties. The Mediator shall serve for a one (1) day session and is thereafter subject to removal by either party. In the event the parties are unable to agree upon the selection of a mediator, this mediation procedure shall not be effective. The parties may select more than one (1) Mediator to serve in future sessions, and if such is done, the Mediators will rotate one (1) day assignments, unless removed.
- 1029 The expenses and fees of the Mediator shall be shared equally by the parties.

- 1030 Attendance at mediation sessions shall be limited to the following:
- Union: Spokesperson
Assigned Union Officer
Grievant
 - Employer: Spokesperson
Regional Labor Relations Representative
Human Resources Office Representative
 - Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
- 1031 Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.
- 1032 The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- 1033 Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.
- 1034 The primary effort of the Mediator should be to assist the parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the Mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one (1) party.
- 1035 If settlement is not achievable, the Mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The Mediator's opinion shall be given orally together with a statement of reasons for such.
- 1036 The Mediator's verbal opinion should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The Mediator, however, shall have no authority to compel the resolution of the grievance.
- 1037 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- 1038 If the grievance is arbitrated, the Mediator shall not serve as the Arbitrator. Neither the discussions nor the Mediator's opinion will be admissible in a subsequent arbitration proceeding.

- 1039 Should the mediation be scheduled during the grievant's shift, the grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Union observers may request time off for Union business without pay.
- 1040 General
- 1041 No settlement decision of any Arbitrator, or of the Employer, in any one (1) case shall create a basis for retroactive adjustment in any other case.
- 1042 A grievance involving paycheck clerical errors may be presented up to one (1) year from the date of such error.
- 1043 Either party may elect to include additional representatives at any step of the Grievance Procedure.
- 1044 Grievances shall either be filed on behalf of an individual employee or a group of employees via class action. Class action grievances must specify the affected employees by department, entity or medical center. Back pay liability shall be limited to claimed contract violations that occurred within a thirty (30) calendar day period prior to the filing of the grievance, unless mutually agreed to otherwise by the parties.
- 1045 Time Limits
- 1046 Time limits may be extended by mutual agreement of the parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without having first been processed through at least one (1) formal step of the grievance procedure.
- 1047 If the Employer does not act within the time limits provided at any step, the Union may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer's response shall be the date of the postmark or the date received by the Association.
- 1048 If the Employer is not responding in a timely fashion, the Union will appeal the grievance expeditiously, without the Employer's response.
- 1049 Access Rights of Association Representatives
- 1050 Officers and Representatives of the Affiliate and/or State Association shall be permitted access to the Employer's facilities. The Employer shall permit the State Association Representatives to conduct Union business provided the Human Resources Leader is

notified and that no interference of the work of CNM/WOCN's shall result. If it is necessary for Representatives to conduct Union business during other than normal business hours, the Human Resources Director or, if not available, management should be notified.

1051 The parties agree to the value of the Union meeting with newly hired CNM/WOCNs who are Bargaining Unit Members. As a result, the local officers or designee shall have access to New Employee Orientation to meet with the newly hired CNM/WOCNs.

1052 The parties shall, at a local level, meet with the appropriate stakeholders (for example, Education, UNAC/UHCP Representatives, Human Resources, etc.) to identify length of time and time of day when the local officers or designee(s) shall meet with newly hired CNM/WOCNs. If agreement is not reached, the issue shall be placed upon the Union Representative and the appropriate Labor Relations Representative. Should an agreement not be reached, the dispute shall be placed immediately before a third party neutral.

1100 ARTICLE XI – PROBATION AND EVALUATION

1101 Probationary Period

1102 Newly hired CNM/WOCN, including those hired after a break in continuous service, and those who transfer from another represented or unrepresented employee group, or region, will serve a probationary period of up to six (6) months. The probationary period will begin upon completion of orientation and required training. The employee will be notified by management of the official start date of the probationary period. The probationary period may be extended by mutual agreement between Union and management.

1103 Within the probationary period, transfers shall be limited to status or shift changes within the medical center. Inter-facility transfers within a probationary period may be considered on a case by case basis. In such circumstances, a new probationary period of up to six (6) months will begin at the new location.

1104 A formal evaluation in writing shall be provided to an employee upon completion of the probationary period, or upon termination if requested.

1105 Nothing in this Article implies a delay in the CNM/WOCN becoming a member in good standing of the Union.

- 1106 During the orientation, training or probationary period, a CNM/WOCN may be dismissed for any reason without recourse to the grievance procedure. However, this does not preclude a probationary CNM/WOCN from filing grievances related to contractual violations or disputes such as pay errors, etc. On a monthly basis, a list of all new CNM/WOCN orientees covered by this Agreement will be sent to the UNAC/UHCP State Office.
- 1107 New Member Orientation
- 1108 Within thirty (30) days of the hire of a new CNM/WOCN, the Employer will make time available to a local Union Representative to meet with the newly hired CNM/WOCN to discuss the Union and the Agreement.
- 1109 Trial Period
- 1110 CNM/WOCNs who transfer to another medical center or facility shall undergo a trial period of up to forty (40) working days. Should the CNM/WOCN fail to qualify for the new position, the CNM/WOCN shall be returned to her/his former position, if vacant, or a comparable position.
- 1111 The CNM/WOCN may voluntarily elect to return to her/his former position, if vacant, or a comparable position within thirty (30) calendar days of transfer.
- 1112 If during the trial period, a CNM/WOCN returns to her/his former or comparable position, the position will be re-posted.
- 1113 The Employer may request an extension of the trial period for transfers for a period of time not to exceed an additional twenty (20) working days. Such extensions will be made with the mutual consent of the Union and shall not be unreasonably denied. The CNM/WOCN will be advised of the purpose and the duration. Should the CNM/WOCN fail to qualify for the new position within the twenty (20) working day extension, the CNM/WOCN shall be returned to the former, if vacant, or comparable position.
- 1114 Performance Evaluation
- 1115 All CNM/WOCNs will be reviewed annually by Management. All CNM/WOCNs will be given an opportunity to read and comment in writing upon issuance of the performance evaluation prior to placement in the personnel file. A copy of the performance evaluation shall be given to the CNM/WOCN at the time issued and the CNM/WOCN shall sign and date as proof of receipt. Any area indicated as improvement needed on the performance evaluation will be re-discussed with the CNM/WOCN within six (6) months after the issuance of the evaluation, allowing the CNM/WOCN the opportunity for improvement. The performance evaluation is not intended to be used as a means of discipline and therefore is not subject to the Grievance Procedure. The Performance Evaluation by itself will not be used as a basis to deny transfers pursuant to Article XIII.

1200

ARTICLE XII – SENIORITY

1201 Bargaining Unit Seniority

1202 Bargaining Unit Seniority shall be defined for the Certified Nurse Midwife (CNM) and the Wound Ostomy and Continence Nurse (WOCN) as their date of hire as a CNM or WOCN in the Kaiser Permanente Medical Care Programs in Southern California.

1203 Reduction in Force and Recall

1204 Prior to a reduction in force within the department and classification, the parties shall meet to identify the skills of those affected and explore all possible options to minimize the impact of the reduction in force. After such meeting the order shall be:

1. Volunteers
2. Temporary
3. Per Diem
4. Least senior by bargaining unit seniority as a CNM/WOCN within the Medical Center and its associated outlying medical offices.

1205 Prior to the event of displacement, those affected individuals shall be placed into a comparable vacant position for which they are qualified. In the event there are multiple vacancies, the CNM/WOCN shall select one of the available positions. Those who decline an offer of a comparable position, as identified below in paragraph 1207, shall be laid off without recall rights.

1206 In the event of displacement, those displaced have the ability to first displace the least senior CNM/WOCN within the Medical Center and its associated outlying medical offices within the Southern California Region for positions which they qualify. In the event of layoff, those affected shall be placed on a list for twelve (12) months for recall to a comparable position. Comparable position is defined as 1) same medical center or outlying medical office, 2) same status.

1207 Those who decline an offer of comparable position or who voluntarily transfer to another position shall be removed from the recall list. Recall shall occur by bargaining unit seniority with the most senior qualified affected CNM/WOCN recalled first.

1208 Loss of Seniority

1209 CNM/WOCN covered by this Agreement shall lose bargaining unit seniority under this Article upon:

1. Voluntary Termination absent return within one (1) year.
2. Being on layoff status for a period in excess of one (1) year except in those instances where the CNM/WOCN has five (5) or more years of service. In the latter instance, said CNM/WOCN may remain on layoff status for a period of two (2) years.
3. Being discharged for just cause.
4. Failure to return from an authorized Leave of Absence.
5. Transfer out of a Bargaining Unit position absent return within one (1) year.
6. A Bargaining Unit CNM that becomes an Administrative CNM and returns to the bargaining unit will have no loss of seniority.

1210 Cancellations/MKTO/SCPMG

1211 In the event it is necessary for the Employer to cancel hourly CNM/WOCN, the CNM/WOCN shall be canceled according to the following procedure:

1. Registry (Including Travelers)
2. Overtime (Unscheduled Work Time)
3. Volunteers
4. Per Diem/Temporary
5. Part-Time on additional hours

1212 It is understood that MKTO (Mandatory Kaiser Time Off) will be distributed equitably on the aggregate.

1213 CNM/WOCN will assist Management in setting up the rotation and tracking whose turn it is to be on MKTO. Employees on MKTO may use their Earned Time Off days for the day on which they were on MKTO.

1214 Seniority Tie-Breaker

1215 The parties agree that in the event two (2) or more bargaining unit members have the same seniority date, the following process will occur by the manager or his/her designee and a neutral party:

1. Identify bargaining unit members.
2. Place identified names in a container.
3. Neutral party draws name. The first (1st) name drawn is most senior and process repeats until all names have been pulled. Seniority ranking is by ascending order.
4. This process is event specific.

1300 ARTICLE XIII – JOB POSTINGS AND FILLING VACANCIES

1301 Filling of Vacancies

1302 To maintain a culture of involvement in decisions around hiring, a representative CNM/WOCN shall participate in the selection process for filling vacancies.

1303 Vacancies will be posted concurrently, internally and externally, for a minimum of seven (7) calendar days.

1304 All qualified internal and external candidates shall be considered for selection.

1305 In the interest of retaining qualified staff, internal candidates with documented satisfactory job performance shall be given preference in filling vacancies.

1306 In the event of multiple qualified internal candidates, CNM/WOCN selection will be considered for placement in the order set forth:

1. Medical Center and associated Medical Office Buildings
2. All other bargaining unit CNM/WOCNs
3. CNM/WOCNs outside of the Bargaining Unit
4. In the event two or more candidates are considered equal in any of the above order, bargaining unit seniority shall prevail.

1307 Definition of Transfer

1308 Transfer shall mean change from one position to another position. CNM/WOCN's shall be eligible to apply for transfer.

1309 Release of Transferring CNM/WOCN

1310 The Employer shall notify the Union and the transferring CNM/WOCN in the event a transfer release date in excess of sixty (60) calendar days may occur. This section does not preclude release of the CNM/WOCN in less than sixty (60) calendar days. Transfers will not be unreasonably delayed.

1311 When the transfer of the CNM/WOCN results in serious understaffing at the original facility, the Employer shall notify the Union that the transfer may be delayed. Should the Union request to meet, a meeting will be arranged to determine a mutually agreed upon date of release.

1312 Inter-Regional Transfer

1313 CNM/WOCN transferring to the Southern California Region from another region will receive previous service credit for Health and Welfare benefits based on their Benefit Service Date. CNM/WOCN transferring to the Southern California Region from another region will also receive previous service credit for placement on the wage structure.

1314 Notification Regarding Transfer Request

1315 CNM/WOCN who apply for transfer will be notified within three (3) weeks after the position has been filled as to the granting of the posted position.

1316 Once notified of the granting of the position, the concerned CNM/WOCN will acknowledge acceptance of the position within forty eight (48) hours.

1317 Notice of Termination

1318 CNM/WOCN who plan to terminate employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) weeks notice.

1319 CNM/WOCN Vacancies

1320 If a CNM/WOCN position under this Agreement becomes vacant and the Employer chooses either to not fill the position or to fill it with a non CNM/WOCN employee, the Employer shall notify the State Association of such decision. The Employer shall meet at the Union's request to discuss the reason for such decision.

1321 In the event the Employer fails to notify the Union as outlined above, a Senior Level Administrator will personally meet with the Union, upon their request, to discuss the reasons for such, and the reason that the Union was not notified. As a result, the subject position may be returned to the bargaining unit.

1322 Job Qualifications

1323 Regional job qualifications, job titles/codes, and job descriptions will be reviewed, modified or amended annually or as requested by either party. The review will be conducted by representatives of the appropriate stakeholders (e.g., UNAC/UHCP, Labor Relations, Human Resources, Hospital/Medical Group representatives, etc.).

1324 The Union recognizes the right of the Employer to establish job requirements for all positions in the Bargaining Unit and to change such requirements from time to time as necessitated by efficient operations and quality patient care. In all cases, job requirements shall be reasonably related to work performed. UNAC/UHCP will be notified when the Employer modifies or changes job requirements. The Union reserves the right to object to any job requirement through the grievance procedure. In any such grievance, the Employer shall have the burden of proof that the protested job requirement is reasonably related to the work performed.

1325 New or Revised Jobs

1326 At such a time when the Employer establishes a KPMWON job, or significantly changes the job content of an existing job, a new job description shall be written and a rate established for such new or changed job in accordance with the following procedure.

1327 Job Description and Rate

1328 When a new job is to be established or an existing job is to be revised, the Employer will prepare a job description setting forth the duties of the new or revised job.

1329 The Employer will also prepare a proposed rate for the new job. Such rate shall be based on the requirements of the job under consideration, its relation to the Employer's rate structure and to existing jobs. A change in job duties shall not necessarily require a change in rate.

1330 Such description and proposed rate shall be presented to the State Union in writing prior to the assignment of any employee to the job. The purpose of this action will be to discuss the content of the job description and reach agreement with the State Association on the proposed rate.

1331 Should agreement be reached with the State Association, the job and the rate shall be placed in effect on a permanent basis and the rate shall not be subject to change except upon a subsequent revision of the job duties.

1332 Rate Trial Period

1333 In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Union may use the grievance procedure in objecting to the permanent rate for the job.

1334 No grievance shall be filed until a sixty (60) calendar day trial period has elapsed from the date a proposed rate first becomes effective. Any such grievance shall be filed within a fifteen (15) calendar day period following the trial period. If no grievance is filed, the proposed rate shall become a permanent rate.

1335 Permanent Rate

1336 When the rate has been fixed by mutual agreement, or has become permanent under one of the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be deemed to be the date the job description and the proposed rate were placed in effect by the Employer.

1337 Should the State Association believe that a job has been significantly changed or a new job established without use of the above procedure, the Union may file a grievance regarding such change, in which event any change in rate shall become effective beginning with the date such grievance is filed.

1338 Joint Utilization Review

1339 Twelve (12) months after an employee is hired into a Part-Time or Per Diem position, the Union may request a joint review to determine the utilization of such positions.

- a. If an employee over the twelve (12) month period has been scheduled in a manner consistent with the definition of Part-Time or Per Diem, no change will occur.
- b. If over a twelve (12) month period of time an employee has worked in the same department, in a manner that is inconsistent with the original posting, the definition of the position, and/or without mitigating circumstances (such as vacation, leave of absences, sick leave replacement, volume fluctuations or special projects), the parties will meet as requested by the Union to discuss the need to post the additional/modified hours or an additional position.
- c. The posting and awarding of any additional/modified hours or an additional position resulting from this review will be done in accordance with the Collective Bargaining Agreement (Job Posting section).

1400

ARTICLE XIV – HOURS OF WORK AND OVERTIME

1401 Fixed Workday

1402 The fixed workday is defined as the twenty-four (24) hour period from midnight to midnight, i.e., beginning at one (1) minute after midnight (0001) and ending at midnight (0000). The fixed workday will always start at one (1) minute after midnight (0001) and is not affected by the shift an employee works.

1403 Workweek Hourly

1404 For hourly employees, the standard work day shall be eight (8) hours of work and the standard work week shall consist of forty (40) hours of work unless experimental/alternative work schedules apply. (Reference paragraph 1441)

1405 Workday for Certified Nurse Midwives

1406 The workday for Certified Nurse Midwives may be four (4) to twenty-four (24) hours.

1407 Definition of Per Diem

1408 Per Diem CNM/WOCN: A CNM/WOCN who works as a replacement or on an intermittent basis.

1409 Per Diem Work Commitment

1410 Per Diem CNM/WOCN will be required to make a work commitment/availability to their hiring Medical Center as follows:

1411 Twenty four (24) hours per month to equal seventy two (72) hours per quarter (or fewer based on operational needs with CNM/WOCN and local management agreement). Available hours shall include: two (2) weekend shifts per quarter, and one (1) major hard to fill day, one (1) minor hard to fill day and one (1) other hard to fill day per year, where applicable.

1412 Per Diem CNM/WOCN shall submit availability in writing to her/his manager or designee to meet the defined deadlines of the department scheduling process.

1413 The definition of availability is the days and times the Per Diem CNM/WOCN has committed to be available to work when called/scheduled by management. This does not include any individual agreements to work for a member of the CNM/WOCN staff. Declining work when available will not count towards the commitment.

- 1414 If the Per Diem CNM/WOCN is not utilized, said availability shall count toward the per diem work commitment. Last minute shifts worked at the Employer's request will count toward per diem commitment.
- 1415 Scheduled per diem hours must match employer projected needs at least 80% of the time. Per Diem CNM/WOCNs who will be unavailable for a period of one (1) month or greater will notify their manager or designee in writing. Per Diem CNM/WOCNs who do not meet the required availability commitment for six (6) months may be terminated.
- 1416 Per Diem CNM/WOCNs should be utilized on an intermittent basis and not be relied upon as part of permanent staffing. Should special circumstances occur, where the Per Diem is working a part time/full time schedule, the Union or the Employer may request to meet to problem solve the situation.
- 1417 Per Diem CNM/WOCNs shall be available to work at least one (1) shift in each of the following categories:
- Major Hard to Fill Days: day before New Years, New Year's Day, Thanksgiving, day before Christmas, Christmas Day
- Minor Hard to Fill Days: Memorial Day, Independence Day, Labor Day, Easter, Mother's Day, Father's Day
- Other Hard to Fill Days: day before Thanksgiving, day after Thanksgiving, Halloween, Valentine's Day, or other days as jointly determined at each medical center department
- 1418 In the event a Per Diem CNM/WOCN is available to work a shift in the "Major Hard to Fill," "Minor Hard to Fill," and "Other Hard to Fill Days" categories and is not scheduled, s/he will be deemed as having met the requirement of being available to work at least one shift in the applicable category.
- 1419 CNM/WOCN Per Diems identified as available, but not confirmed, on the monthly schedule are not on standby and have the right to refuse work if asked.
- 1420 Cancellation
- 1421 Employer cancellation (SCPMG only) of a scheduled shift will be recognized and counted toward meeting the total per diem shift commitment.
- 1422 Self-cancellation of a confirmed and scheduled shift, within twenty-four (24) hours of the shift, must follow facility policy regarding calling off.

- 1423 Overtime Pay – Hourly
- 1424 Time and One Half (1.5x)
- 1425 Time and one half the Per Diem CNM/WOCN’s base rate of pay shall be paid for all hours worked beyond eight in a workday. Time and one half the Per Diem CNM/WOCN’s base rate of pay shall be paid for all hours worked beyond forty (40) in a workweek and the first eight (8) hours worked on the seventh consecutive day worked in a single work week.
- 1426 Double Time (2x)
- 1427 Two times the Per Diem CNM/WOCN’s base rate of pay shall be paid for all hours worked beyond twelve (12) in a workday and for all hours worked beyond eight (8) on the seventh consecutive day worked in a workweek. Paid unworked hours will not count in the computation of the seventh day consecutive premium. Additionally, for the purposes of recognizing a day for seventh consecutive day, a minimum of two hours must be worked.
- 1428 Professional Hours for CNM’s
- 1429 The parties recognize the professional nature of work performed by CNMs covered by this Agreement. While each full-time CNM will be scheduled to work eighty (80) hours biweekly, the actual daily and weekly work schedule may vary due to time requirements of specific assignments or department needs. The Employer agrees to provide full-time employees eighty (80) hours of pay on a biweekly basis. However, if a CNM is off work on a non-compensated CNM initiated absence, the CNM is not guaranteed eighty (80) hours of pay. Part-time CNMs will be regularly scheduled for some lesser number of hours per pay period and pay will be determined based upon the part-time status.
- 1430 The parties agree not to schedule additional hours above FTE status, except by mutual agreement.
- 1431 Shifts and Starting Times
- 1432 There shall be three (3) shifts of work, and general starting times are assigned between:
- Day: Shifts beginning at 6:00 a.m., up to and including 10:00 a.m.
- Evening: Shifts beginning at 2:00 p.m., up to and including 6:00 p.m.
- Nights: Shifts beginning at 10:00 p.m., up to and including 2:00 a.m.

- 1433 CNM/WOCNs who begin a workday shift schedule other than as described above will receive evening shift differential for all hours worked between 4:00 p.m. and 12:00 a.m., and night shift differential for all hours worked between 12:00 a.m. and 8:00 a.m.
- 1434 Schedules and Posting
- 1435 For SCPMG CNM and WOCN, the Employer will have a sixty (60) calendar day work schedule reflecting holidays and days off. The schedule will be posted at least thirty (30) calendar days in advance of that sixty (60) calendar day work schedule.
- 1436 For KFH WOCN, the Employer will have a thirty (30) calendar day work schedule reflecting holidays and days off. The schedule will be posted at least thirty (30) calendar days in advance.
- 1437 To ensure timely posting of the schedule, each department will have a mutually agreed upon written guideline for the submission of schedule/time off requests. In the absence of specific department written guidelines, submission for schedule/time off requests must be received not less than two (2) weeks prior to posting of the schedule.
- 1438 Scheduling of Additional Hours/Shifts and Registry Utilization
- 1439 The order of the selection for CNM/WOCN to work scheduled additional hours/shifts will be offered on an equitable basis as follows:
- a. Volunteer list (or another comparable process) for scheduled additional hours/shifts will be jointly established by the employees and management of each department/facility.
 - b. A department specific process will be in writing and include a method to award overtime hours of additional shifts (e. g. seniority, rotation, etc.).
- 1440 Prior to utilizing Registry personnel, it is the Employer's intent to utilize a bargaining unit employee. Once the scheduled hours/shifts are offered to bargaining unit employees and are declined, the hours/shifts may be filled by Registry personnel.
- 1441 Experimental/Alternative Work Schedules
- 1442 In order to provide for flexibility, autonomy, work/life balance and to improve retention, the Employer and the CNM/WOCNs may experiment with a variety of schedules that meet the needs of both parties.
- 1443 Alternative and/or experimental work schedules would be mutually agreed upon between the Employer and the Union.

- 1444 It is understood that hourly CNM/WOCNs may waive applicable overtime/premiums in order to achieve more favorable scheduling. Overtime/premiums may not be waived if it results in hourly CNM/WOCNs working over forty (40) hours in a workweek.
- 1445 Permanent Non-Emergent Change of Hours
- 1446 In the interest of efficient operations or due to a change in patient care needs, it becomes necessary to establish schedules departing from the normal schedule (this section is not referencing last minute, day to day schedule changes), the Employer shall notify and confer with the Union to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the CNM/WOCNs, however it is understood that the right to establish such rests with the Employer. These changes may be regional, medical center or facility specific.
- 1447 When the employer identifies a need to permanently change hours of operation or permanently expand schedules, Management will notify the State Association in writing and provide at least thirty (30) days notice to the affected staff. In unforeseen, extenuating circumstances, the parties may agree to waive the thirty (30) day notice. This language does not mitigate the parties' obligation to bargain the effects of such changes.
- 1448 Hourly CNM/WOCN Status
- 1449 Full-time WOCN is defined as a WOCN regularly scheduled to work forty (40) hours within the workweek, or eighty (80) hours in the pay period, unless otherwise defined by an alternate shift agreement.
- 1450 Part-time WOCN is defined as a WOCN regularly scheduled to work less than forty (40) hours per week on a pre-determined basis, or less than eighty (80) hours in a pay period on a pre-determined basis, unless otherwise defined by an alternate shift agreement. This is not to imply any specific work week hours.
- 1451 Per Diem CNM/WOCN is defined as a CNM/WOCN who works as a replacement or on an intermittent basis.
- 1452 Temporary CNM/WOCN is defined as a CNM/WOCN who is hired as an interim replacement or to address a specific need for a designated period of time not to exceed one hundred eighty (180) days. This period of time may be extended by mutual agreement.
- 1453 Hourly CNM/WOCN's Meal and Rest Periods
- 1454 Rest periods for hourly employees, in accordance with the employers practices, will not be longer than fifteen (15) minutes and meal periods are unpaid and thirty (30) minutes at minimum.

- 1455 Meal periods for hourly employees are uninterrupted and hourly employees are not required to carry a pager on a meal period.
- 1456 The Employer and Union agree to the existing exemption which allows hourly CNM/WOCN the ability to combine meal and rest periods.
- 1457 Make-up Time in Lieu of Deduction from ETO Bank
- 1458 In the event that a CNM misses a shift, the CNM may elect to make up the missed time in 4 hour increments in lieu of having Kaiser Permanente deduct hours from his/her ETO bank. Make up time for a missed shift is at the request of the CNM and is not mandatory.
- 1459 Make-up time in lieu of deductions from the ETO bank may not be in increments of less than 4 hours, and the make-up time must be scheduled within the same pay period.
- 1460 Make-up time must be approved by the Department Administrator or his/her designee. Make-up time may not always be available depending on the scheduling needs of the Department.
- 1461 Medical Appointments
- 1462 It is understood that CNM/WOCNs will make every effort to schedule medical appointments during non-work hours. However, if it is necessary to schedule appointments during work hours, the CNM/WOCN must give an estimated time for the absence and obtain supervisory approval.
- 1463 Hourly Indirect Work
- 1464 The Union and Management agree that indirect work may be necessary for hourly CNM/WOCNs. Indirect work is defined as work outside of direct patient care, to prepare and organize care, improve efficiencies which may or may not be limited to attending local and regional meetings, preparing for class presentations, designing or redesigning a course curriculum and working at home or in the office to complete a special assignment. Except as otherwise agreed, indirect work requires the pre-approval of management. The expectation is that indirect work be recognized as a part of the defined workday and compensated in accordance with Article XIV of this Agreement. The parties agree that if issues surrounding indirect work arise they will be addressed through collaborative discussion with the CNM/WOCNs, Department Administrator and Union Representative for resolution.

1465 Salaried CNM Indirect Work

1466 Indirect work may be necessary for salaried exempt CNMs. Whenever possible, indirect work will be scheduled within the normal work schedule. Examples may include but are not limited to attendance at local and regional meetings, educational presentations and working to complete a special assignment. Except as otherwise agreed, indirect work requires the pre-approval of management. The expectation is that indirect work be recognized as actual work performed. The parties agree that if issues surrounding indirect work arise they will be addressed through collaborative discussion with the CNM, Department Administrator and Union Representative for resolution.

1467 As a salaried employee, work related to the provision of patient care is an expectation of normal job duties. Examples may include, but are not limited to, charting or reviewing labs.

1468 Distribution of Work and Coverage - Administrative Certified Nurse Midwives

1469 The Employer and the Union recognize that there is a need to allow management personnel that are Certified Nurse Midwives to perform work normally performed by the Bargaining Unit Certified Nurse Midwives. However, with regard to management personnel that are Certified Nurse Midwives, the Employer and Union agree that they will perform such work normally performed by Bargaining Unit Certified Nurse Midwives covered by this Agreement for the following reasons: to maintain professional skills, to serve in instructional capacities, to provide Extended Sick leave (ESL) relief, to provide Earned Time Off (ETO) relief as needed or to work during emergency situations.

1470 Additional hours will initially be offered to the Bargaining Unit Certified Nurse Midwives before management personnel work any hours to provide coverage for Earned Sick Leave, Earned Time Off and emergency situations.

1471 Workload

1472 The Employer and the CNM/WOCN agree that workload must be reasonable to provide optimal quality patient care and work life balance. It is understood that workload can be addressed and resolved under the principles of Labor Management Partnership at the individual/department/facility level or through issue resolution.

- 1473 The parties agree to the following:
- a. The CNM/WOCN may at any time discuss a workload issue with her/his immediate supervisor.
 - b. A CNM/WOCN may initiate and request a formal meeting to address a workload issue. Such request will be made in writing to management with a copy to the Union and will outline the issues to be discussed at the department/facility level.
 - c. The meeting will be held within thirty (30) days of receipt of the request.
 - d. At the meeting, the parties shall attempt to mutually resolve the issue (s). If unable to resolve, the solution may be pursued using an issue resolution process.

1474 Advance Practice Committee

1475 The Certified Nurse Midwives shall be integrated into the existing UNAC/UHCP and Kaiser Permanente Medical Care Program Advanced Practice Committee in place at each Medical Center.

1500 ARTICLE XV – COMPENSATION

1501 Non-duplication of Pay Provisions

1502 Pay provisions should not be duplicated for the same hours worked under any terms of this Agreement; and, to the extent that hours are compensated under one (1) provision, they should not be counted as hours worked in determining payment under the same or any other provisions. Where two (2) or more overtime/premium provisions apply the greater will prevail.

1503 Extra Pay in Addition to Salary – Certified Nurse Midwives

1504 When a CNM is asked by management to cover an additional shift, or partial shift, of 4 hours or more to provide direct patient care, she/he will be paid at the rate of 25% (1.25x) over her/his base rate per hour. The 25% (1.25x) differential applies to hours worked in excess of 80 hours worked in a pay period for full-time employees. For part-time CNM employees, the 25% (1.25x) differential applies to hours worked over their regular schedule. CNMs will not receive extra compensation for attending department meetings before or after their regular work schedule or for work performed beyond their scheduled hours but less than 4 hours, such as staying late for an L& D delivery or a late appointment in the medical office.

1505 CNM employees in salaried, represented full-time or part-time jobs are paid a predetermined amount of compensation each workweek, and are not eligible to be paid hour for hour for additional hours worked in excess of their regular schedule. CNMs are paid on the basis of an established annual or monthly salary. Successful completion of CNM functions may require full-time employees to work in excess of 40 hours in any given week, for which no additional compensation or time off is owed or paid.

1506 Minimum Call-In Pay – Hourly Employees

1507 Employees called in or scheduled to work any day other than their normally scheduled shift will receive a minimum of two (2) hours reporting pay. However, if the employee is called back into work within the two (2) hour period, no additional compensation will be paid unless the hours extend beyond the two (2) hour guarantee pay. If during the two (2) hour period there is no work for the employee, the Employer may assign the employee to other duties, as qualified. The two (2) hour pay shall be paid at premium rates, if applicable. Employees called for more than two (2) hours work shall receive pay for actual hours worked.

1508 Trades

1509 CNM/WOCN may trade shifts or days off provided the following occurs: the trade is pre-approved by the department manager/supervisor/designee, a qualified replacement is found and the trade does not result in overtime unless the overtime is pre-approved.

1510 Designated Holidays – WOCNs

New Year's Day – January 1

Memorial Day – last Monday in May

Independence Day – July 4

Labor Day – first Monday in September

Thanksgiving Day – fourth Thursday in November

Christmas Day - December 25

1511 Designated Holiday Not Worked - WOCNs

1512 All full-time WOCNs on a regular work schedule are entitled to holiday pay equal to eight hours for each designated holiday. A part-time WOCN is entitled to prorated holiday pay based on his/her regular part-time schedule.

1513 When an actual designated holiday falls on a WOCN's normally scheduled day off, the full-time and part-time WOCNs are entitled to a day off within thirty (30) days before or after the holiday, and within the same calendar year. If this is not operationally feasible, the WOCN and the supervisor may mutually agree on another day within the same calendar year.

1514 Designated Holiday Worked - WOCNs

1515 The holiday starts at 12:01 a.m. and ends at 12:00 midnight. Any hours worked during that time is paid as holiday worked.

1516 WOCNs who are required to work on a designated holiday will be paid at two and one-half times (2 ½x) the hourly base rate of pay, unless the WOCN elects to take an alternate day off for working the designated holiday. If the WOCN elects to take an alternate day off, the WOCN will be paid one and one-half times (1 ½x) the hourly base rate of pay for the designated holiday and the straight time hourly base rate of pay on the alternate day off.

1517 Per-Diem WOCNs working a holiday will be paid at one and one-half times (1 ½x) the base rate for the holiday hours worked. Per Diem WOCNs will not receive an additional day off with pay within thirty (30) days of the holiday.

1518 Holidays – Certified Nurse Midwives

1519 Eligibility for Holiday Pay

1520 Effective on the hire date, a full-time CNM on a regular or alternative work schedule is entitled to a maximum amount of holiday pay in one calendar year, which is equal to a day's salary times the number of designated holidays. A part-time CNM is entitled to a prorated maximum of holiday pay based on his/her regular part-time schedule. Recognized paid holidays are:

New Year's Day – January 1

Memorial Day – last Monday in May

Independence Day – July 4

Labor Day – first Monday in September

Thanksgiving Day – fourth Thursday in November

Christmas Day - December 25

1521 Pay for Holidays Not Worked

1522 Full-time and part-time CNMs in salaried jobs are paid their whole, predetermined weekly salary on weeks that include holidays not worked that fall on a scheduled workday. For each holiday not worked, full-time and part-time CNMs are paid their full day's salary for holidays not worked.

1523 When a holiday (company-observed) falls on a CNM's normally scheduled day off, the full-time or part-time CNM is entitled to a day off within thirty (30) days prior to or subsequent to the holiday, and within the same calendar year. If this is not operationally feasible, the CNM and CNM's supervisor may mutually agree on another day.

1524 Pay for Holidays Worked

1525 All CNMs, including Per Diems, who work on a holiday are paid at the rate of 25% (1.25x) over their base rate per hour, plus any applicable shift differentials. In addition, they are given an additional day off with pay (defined as 8 hours) within thirty (30) days of the holiday. The holiday starts at 12:01 a.m. and ends at 12:00 midnight. Any hours worked during that time is paid as holiday worked. Per Diem CNMs will not receive an additional day off with pay within thirty (30) days of the holiday.

1526 Advanced Hire Criteria – Certified Nurse Midwives

1527 At the time of hire, CNMs with prior experience may be hired above the start rate as outlined below:

New grad / no experience	Step 1 - Start
Less than 1 year experience	Step 2 - 6 Mos
Between 1 and 3 years experience	Step 3 - 1 Yr
Between 3 and 5 years experience	Step 4 - 18 Mos
Between 5 and 10 years experience	Step 5 - 2 Yr
More than 10 years experience	Step 6 - 3 Yr

1528 Kaiser Permanente RN, RNP's and PA will be placed on the step rate equal to or next above their current hourly rate, of advanced hiring criteria, whichever is greater.

1529 Advanced Hire Criteria – WOCN

1530 The parties have agreed to Advanced Hire Criteria as follows:

Start Rate	1-2 years experience
12 Month Rate	2-3 years experience
24 Month Rate	3 Plus years experience

1531 A degree in an allied health field will count as one year experience. Kaiser Permanente RNs, RNPs and PAs will be placed onto the step rate equal to, or next above, their current hourly rate, or advanced hiring criteria, whichever is greater.

1532 Shift Differential

1533 CNM/WOCN shall receive a shift differential for work performed on the evening and night shifts as follows:

Evening Shift:	\$403 per month/2.326 per hour
Night Shift:	\$564 per month/3.256 per hour

1534 Shift differential shall be paid on all worked hours. Shift differentials shall be paid for the time worked only and shall be applied to all overtime hours worked by a CNM/WOCN on the evening and night shift.

1535 Working out of Classification in Management

1536 CNM/WOCNs who are asked to take a temporary assignment in a management role will receive a five percent (5%) differential for the duration of the assignment. The differential is paid for hours worked, exclusive of hours paid but not worked, such as sick leave, holidays, vacation etc. The temporary assignment will not affect the CNM/WOCN's employment status, position or pay grade. Any increases in pay to which the CNM/WOCNs are entitled will be applied to their hourly rate, exclusive of the differential.

1537 The Employer will notify the Union when a CNM/WOCNs accepts such a temporary assignment. At the end of the assignment the CNM/WOCNs will return to their same or comparable position.

1538 Bilingual Differential - Qualified Bilingual Staff

1539 There are two levels for Qualified Bilingual Staff (QBS):

- a. Level 1 will be those CNM/WOCNs that use their language skills in non-clinical situations and are assessed as proficient enough to function in business and occupational situations that require only general conversational language skills (for non-clinical situations) and basic command of a second language as determined through an assessment tool determined by the Employer.
- b. Level 2 will be those CNM/WOCNs assessed as proficient in conversational language skills, basic command of a second language, in addition to a greater level of fluency, medical terminology and the ability to provide language assistance in various clinical settings. Skills will be determined through an assessment tool determined by the Employer.

1540 CNM/WOCNs designated as Level 1 and who utilize the appropriate language skill/level (to include sign language for the hearing impaired) and are routinely required (over 2 hours per week) to interpret shall receive a bilingual differential premium of \$0.375 per hour paid on hours worked to a maximum of eighty (80) hours per biweekly pay period. CNM/WOCNs designated as Level 2 and who utilize the appropriate language skill/level (to include sign language for the hearing impaired) and are routinely required (over 2 hours per week) to interpret shall receive a bilingual differential premium of \$0.55 per hour paid on hours worked to a maximum of eighty (80) hours per biweekly pay period.

1541 Unless otherwise contained herein, the QBS Program is governed by the terms of the QBS Program Guide, including but not limited to skill level, determination of that level by testing, testing methods and tests, specific language(s) required and training requirements.

1542 CNM/WOCNs who fail to qualify for either Level 1 or Level 2 designation will no longer receive a bilingual differential.

1543 Preceptor Pay – WOCNs

1544 Designated WOCNs performing preceptor duties in accordance with agreed upon criteria will receive one dollar (\$1.00) per hour included in their regular rate of pay for all hours worked and overtime hours worked. It is understood that the utilization of preceptors is at the sole discretion of the Employer.

1545 Preceptor Pay – CNMs

1546 CNMs performing preceptor duties in accordance with agreed upon criteria will receive an allowance of one dollar (\$1.00) for each hour spent performing preceptor duties. Preceptor allowance is limited to work performed as a preceptor to newly hired CNMs. The preceptor allowance does not apply to preceptorship of residents and students. It is understood that the utilization of preceptors is at the sole discretion of the Employer.

1547 Mileage Allowance

1548 CNM/WOCNs authorized to use their personal automobiles for Employer business will receive mileage allowance pay, per mile, in accordance with the Employer's prevailing organizational mileage allowance policy.

1549 Standby Pay – WOCNs

1550 Standby pay shall be utilized where the WOCN is required to report to the facility or designated area. WOCNs on standby status shall be paid twelve dollars (\$12.00) per hour for each hour spent on standby status.

1551 Actual work time shall begin when the WOCN arrives at the work location to which called, and shall end when the WOCN leaves the same facility. WOCNs shall be guaranteed a minimum of two (2) hours work for each call in. However, if the WOCN is called back into work within the two (2) hour period, no additional compensation will be paid unless the hours extended beyond the two (2) hour guarantee pay.

1552 A WOCN shall receive time and one half (1 ½x) the straight time hourly rate of pay, rather than the standby allowance, for all hours worked or guaranteed during the standby period.

1553 WOCNs returning to work from standby, shall receive two and one half (2 ½x) times the straight time hourly rate of pay for all hours worked on the designated holiday.

1554 Standby Allowance – CNMs

1555 CNMs who are required by the employer to be on scheduled standby status shall be paid fourteen dollars (\$14.00) per hour for each hour spent on scheduled standby.

1556 If the CNM is required to come into the medical center to work, he/she will be paid with the appropriate differential, if applicable.

- 1557 Military Leave Make-up Pay
- 1558 CNM/WOCNs will be eligible for Military Leave Make-up pay in accordance with the terms and conditions set forth under the Employer’s Military Leave Policy.
- 1559 Time Off/Pay Resulting from Subpoena/Witness
- 1560 Time off for CNMs in salaried jobs, who are subpoenaed to testify about matters arising within the scope and course of their employment, is paid as part of the salary and not charged as ETO, or leave, without pay.
- 1561 If the subpoena relates to a private matter, the CNM is subject to the same time off procedures as for any other personal time off request. In the latter case, the CNM must use ETO or elect to receive no pay, if approved by the manager, for entire days not worked. If subpoenaed time is less than a half day, the CNM is expected to be at work when not testifying.
- 1562 Time off for employees in hourly jobs who are subpoenaed to testify about matters arising within the scope and course of their employment will be paid as hours worked. If subpoenaed time is less than a full day, the employee is expected to report to work when not testifying.
- 1563 If the subpoena relates to a private matter, the employee is subject to the same time off procedures as for any other personal time off request. In the latter case the employee is unpaid.
- 1564 Tuition Reimbursement
- 1565 The Employer’s standard education tuition reimbursement program will apply to CNM/WOCNs who successfully complete approved courses.
- 1600 ARTICLE XVI – ALTERNATE COMPENSATION PROGRAM - WOCNS**
- 1601 Eligibility
- 1602 Effective January 1, 2014, a newly hired and newly eligible WOCN who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP). Participation begins on the first (1st) day of the pay period following enrollment.

1603 Coverage

1604 ACP is an optional benefit program, which provides an eligible employee with a twenty percent (20%) wage rate differential in exchange for his or her choice to waive participation in certain benefit plans, including the Flexible Benefits Program. However, time spent in the ACP will count as service for vesting purposes and Credited Service for purposes of computing the monthly retirement income. Final Average Monthly Compensation for pension calculations excludes differentials and will, therefore, be calculated solely on the base wage rate.

1605 Proof of Other Medical Coverage

1606 Proof of other medical coverage is required to participate in the ACP and must be provided on an annual basis in order to continue ACP participation.

1607 ACP Participation

1608 An employee must remain in the ACP for the duration of the payroll calendar year. An employee may withdraw from ACP during the ACP payroll calendar year only upon showing a loss of other medical coverage or a qualified family or employment status change. During the annual open enrollment period of each year, an employee will have the opportunity to enroll in or withdraw from the ACP.

1609 Payroll Calendar Year

1610 A payroll calendar year is determined by the biweekly payroll cycles within each year. This means that an ACP payroll calendar year can begin prior to January 1 and end prior to December 31, depending on the biweekly cycles.

1611 Exchanged Benefits

1612 A WOCN enrolling in ACP is not eligible to participate in the Flexible Benefits Program, and other benefits including the Earned Time Off Program, Alternate Mental Health, Bereavement Leave, Educational Leave and other time off.

1613 A WOCN who elects to participate in the ACP will have his or her Extended Sick Leave (ESL) accounts frozen upon entering the ACP, and frozen ESL hours will not be available for use. Hours already accrued at the time of transfer to ACP will be available when an employee returns to the Flexible Benefits Program. No additional hours will accrue while in the ACP. Also, Education Leave will be frozen and restored if and when the employee returns to the Flexible Benefits Program.

1614 An employee who elects to participate in the ACP will receive a payoff for all accrued Earned Time Off (ETO) upon entering the ACP. Such payoff will be at the base wage rate

that is in effect on the day prior to entering the ACP. No additional ETO will accrue while in the ACP.

1615 Benefits Participation

1616 A WOCN will have the option to participate or, as applicable, be automatically enrolled in the following benefits:

- a. Overtime will be paid at one and a half (1 ½) times the ACP rate unless otherwise required under state and federal overtime laws
- b. Commuter Spending Account
- c. Dependent Care Spending Account
- d. Designated Holidays worked will be paid at one and a half (1 ½) times the base wage rate (without the 20% ACP differential) for the 1st eight hours of work. Hours worked over eight on the designated holiday will be compensated at time and one half (1 ½) the ACP rate.
- e. Health Care Spending Account
- f. Jury Duty will be paid at the ACP differential
- g. Kaiser Permanente Represented Employees Pension Plan (KPREPP), (with FAMC at the base wage rate without the 20% ACP differential)
- h. Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG), (5% Employer Contributions at the base wage rate without the 20% ACP differential)
- i. Shift differentials paid on all compensated hours, as applicable
- j. Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential)
- k. Tax-Deferred Retirement Savings
- l. Travel Accident Insurance
- m. Tuition Reimbursement
- n. Unpaid Leaves of Absence (no benefits associated with the leaves)

1617 An employee may take two (2) weeks of unpaid leave per calendar year, in one week increments. The unpaid leave may be accumulated up to a maximum of four weeks unpaid leave. This unpaid leave is to accomplish the rest and relaxation provided to other employees via vacation. An employee in the ACP may exercise seniority on the vacation schedule to obtain his or her two (2) weeks of unpaid leave. Additional weeks of unpaid leave may be granted at the sole discretion of the Employer.

1618 An employee who retires while enrolled in the ACP and otherwise meet eligibility for post-retirement benefits will be provided with post-retirement benefits (e.g., Retiree Medical).

1700 ARTICLE XVII – EARNED TIME OFF PROGRAM AND HOLIDAY SELECTION

1701 Earned Time Off Program

1702 The Earned Time Off Program (ETOP) is comprised of the following three (3) components:

Designated Holidays

Earned Time Off Account

Extended Sick Leave Bank

1703 A CNM/WOCN will be eligible for the ETOP if he/she is regularly scheduled to work.

The parties agree to use the following terms and conditions for the Four-Forty (4-40) Voluntary Ten (10) Hour Staffing at Straight Time Pay.

1704 Designated Holidays

1705 Effective on his/her date of hire, a CNM/WOCN shall be eligible for the following designated holidays:

New Year's Day – January 1

Memorial Day – last Monday in May

Independence Day – July 4

Labor Day – first Monday in September

Thanksgiving Day – fourth Thursday in November

Christmas Day - December 25

1706 For a full-time CNM/WOCN a holiday is defined as an eight (8) hour day. Holidays are prorated for a part-time employee.

1707 Earned Time Off Account

1708 A full-time CNM/WOCN employee will accrue Earned Time Off (ETO) on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month*	Days per Month*	Days per Year*
0 – 1 Years	14.00	1.75	21.00
2 – 4 Years	17.33	2.16	26.00
5 – 9 Years	20.66	2.58	31.00
10 Years or More	24.00	3.00	36.00

* Rounded to two (2) decimal places.

1709 Effective the first pay period in August 2013, a full-time new hire or a full-time CNM/WOCN employee who transfers into the bargaining unit, will accrue Earned Time Off (ETO) on a monthly basis in accordance with the following schedule:

Length of Service	Hours per Month*	Days per Month*	Days per Year*
0 – 4 Years	14.00	1.75	21.00
5 – 8 Years	17.33	2.16	26.00
9 – 10 Years	20.66	2.58	31.00
11 Years or More	24.00	3.00	36.00

* Rounded to two (2) decimal places.

1710 A CNM part-time employee will accrue ETO on a monthly basis, prorated based on regularly scheduled hours.

1711 A WOCN part-time employee will accrue ETO on a monthly basis, prorated based on straight time hours paid during the preceding two pay periods.

1712 The maximum number of hours that can be accumulated is 500 hours. Effective the first pay period in August 2013, employees who attain 500 hours will cease to accrue ETO hours until such time his/her ETO balance falls below 500 hours.

1713 Earned Time Off Leave Accrual Date

1714 The Leave Accrual Date shall mean the employee's date of hire unless the employee has a break in service, transferred from another Kaiser Permanente Region, or has an unpaid leave of absence which exceeds sixty (60) calendar days.

- 1715 Leaves of absence for sixty (60) days or less will not affect the Leave Accrual Date. Leaves of absence of sixty-one (61) days or more will be deducted beginning with the 61st day. The Leave Accrual Date will not be adjusted for leaves of absence due to occupational illness or injury.
- 1716 Use of Earned Time Off
- 1717 ETO can be used for vacation, illness, personal or family reasons. ETO must be used for the first three days of illness or injury, unless running concurrent with Family Leave. One-half of the annual ETO accrual will be protected in accordance with the California Employment Sick Leave Act (CESLA).
- 1718 ETO taken for Family Leave purposes will run concurrently with Family Leave.
- 1719 Two (2) paid fifteen (15) minute breaks per ten (10) hour shift.
- 1720 Any accrued but not used ETO hours will be paid out upon termination, entering ACP, or retirement.
- 1721 In-Service Cash-Out Program
- 1722 An eligible CNM/WOCN may elect to cash out Earned Time Off Account hours during the annual election period in accordance with the provisions of the Employer's In-Service Cash-Out Program.
- 1723 Extended Sick Leave Bank
- 1724 A full-time CNM/WOCN will accrue six hours of Extended Sick Leave (ESL) each month.
- 1725 A part-time CNM will accrue ESL hours on a monthly basis, prorated based on regularly scheduled hours.
- 1726 A part-time WOCN will accrue ESL on a monthly basis, prorated based on straight time hours paid during the preceding two pay periods.
- 1727 There is no limit to the number of hours that the employee can accumulate in his/her ESL Bank.
- 1728 Use of Extended Sick Leave
- 1729 A CNM/WOCN may use ESL on the first day of hospitalization (Inpatient or Outpatient with physician prescribed time off), or after three (3) consecutive calendar days of illness or injury.

- 1730 One-half of the employee's annual ESL accrual will be protected in accordance with CESLA if used to care for an ill or injured family member, provided the employee has met the first day of hospitalization or three (3) consecutive days of illness or injury access requirement.
- 1731 An employee may be required to provide certification of illness and/or disability to justify his/her absence from work for the period claimed.
- 1732 ESL taken for Family Leave purposes will run concurrently with Family Leave.
- 1733 ESL pay for the employee will be at the hourly rate in effect at the time ESL is taken.
- 1734 Any accrued but not used ESL hours will be frozen upon entering ACP (for WOCN employees only).
- 1735 Effective the first pay period in August 2013, the ESL bank will be divided into pre and post-ESL banks, for the purposes of establishing a Health Reimbursement Account (HRA) in retirement. An employee's accrued and unused ESL hours prior to the first pay period in August 2013, will be placed in the pre-ESL bank. All hours accrued on or after the first pay period in August 2013, will be placed in the post-ESL bank. Upon meeting the ESL access requirements, ESL hours will be withdrawn first from the pre-ESL bank. The post-ESL bank will be utilized upon exhaustion of the pre-ESL bank.
- 1736 Extended Sick Leave Healthcare Reimbursement Account (ESL-HRA)
- 1737 The ESL Healthcare Reimbursement Account (HRA) will be established for a CNM/WOCN who is eligible for retirement with 15 years of pension Service and who is age 55. Eighty percent (80%) of post-ESL bank hours that remain unused at the time of an employee's retirement will be credited to the unfunded HRA established for retirement at the employee's base wage rate in effect on the date of employment termination.
- 1738 The ESL-HRA may be used for reimbursement of expenses for "medical care" as defined in Section 213 of the internal revenue code (IRC) and as provided by the governing plan documents.
- 1739 Extended Sick Leave Bank Hours and Conversion to Pension Credited Service
- 1740 If an employee has a minimum of 250 hours in an Extended Sick Leave (ESL) account for ESL earned prior to the first pay period in August 2013, such unused ESL hours will be counted as additional pension Credited Service, provided the employee is vested on the day before the employee's termination date. Effective the first pay period in August 2013, an employee with a balance of two hundred fifty (250) or more ESL hours in the pre-ESL bank at the time of retirement or termination, will receive pension Credited Service equal to the number of hours remaining in his/her pre-ESL Bank, provided the employee is vested on the day before the termination date.

- 1741 ESL hours that are accrued but unused that are not eligible for ESL-HRA or for conversion to pension Credited Service will be forfeited.
- 1742 Holiday Selection
- 1743 Utilizing LMP principles, each department will develop a written process for determining the following major and minor holiday coverage.
- 1744 Thanksgiving/Christmas/New Year's – Major Holidays
- 1745 Memorial Day/Independence Day/Labor Day – Minor Holidays
- 1746 CNM/WOCN will make known their schedule preferences for the three (3) major and three (3) minor holidays.
- 1747 CNM/WOCNs will be granted a minimum of one major holiday and one minor holiday off annually. If the needs of the department have been met, additional holidays off shall be granted pursuant to the written department process.
- 1748 If a granted vacation includes a major holiday, that holiday will count for selection of the major designated holiday off.
- 1749 In scheduling holidays the Employer's intent is to distribute holiday time equitably while maintaining appropriate staffing patterns of CNM/WOCN bargaining unit members. The CNM/WOCN shall not compete with employees outside of the CNM/WOCN bargaining unit for holiday time.
- 1750 Earned Time Off Selection
- 1751 The number of CNM/WOCNs who can simultaneously be granted ETO shall be jointly determined by management and designated union representative(s) on an annual basis using LMP principles.
- 1752 Without a written agreement to continue using the current local practice, the following process shall apply:
1. ETO for vacation will be taken in increments of five (5) consecutive calendar days or more. Requests of less than five (5) consecutive calendar days will be considered incidental time off and such requests will follow the department scheduling practices.
 2. The ETO vacation year shall be a calendar year from January 1 to December 31.
 3. ETO requests shall be submitted by September 1 for the following year.

4. ETO shall be assigned and posted by October 1 for the following year.
 5. ETO shall be granted on a volunteer basis. In the event of a conflict, ETO shall be granted on a basis as determined jointly at the department level using LMP principles. If the conflict continues, bargaining unit seniority will be applied.
 6. Once granted, approved ETO will not be rescinded by the Employer.
 7. To offer flexibility, ETO requests may also be submitted at any time during the year, prior to the monthly master schedule being completed.
- 1753 In scheduling vacation, the Employer's intent is to distribute vacation time equitably while maintaining appropriate staffing patterns of bargaining unit members. The CNM/WOCN shall not compete outside of the bargaining unit for vacation time. Requests for vacation shall not be denied because of the season, time of year, or because of vacation time provided to those outside of the bargaining unit.
- 1754 Employee Cancellation of ETO
- 1755 The parties recognize that on occasion, CNM/WOCN may find it necessary to cancel her/his ETO. In the event such need occurs, CNM/WOCN shall attempt to give a minimum of two (2) weeks notice. If such notice is given, the Employer shall make every attempt to return the CNM/WOCN to the schedule.
- 1756 Earned Time Off In-Service Cash Out Option
- 1757 Eligible CNM/WOCN may elect to cash-out Earned Time Off during the annual election period in accordance with the Employer's policy on in-service cash out of Earned Time Off benefits.
- 1758 Integration of Compensation Benefits with Earned Time Off/Extended Sick Leave
- 1759 If a CNM/WOCN is eligible for State Disability Insurance (SDI), or Workers' Compensation, or Family Temporary Disability Insurance (FTDI) payments, the CNM/WOCN shall have his/her Earned Time Off (ETO) Account and/or Extended Sick Leave (ESL) Bank payments reduced by the amount of SDI, Workers' Compensation or FTDI benefit that the CNM/WOCN is eligible to receive, so that combined SDI, Workers' Compensation, or FTDI pay and ETO or ESL income received do not total more than his/her normal straight-time salary.

- 1760 If the CNM/WOCN is eligible for Workers' Compensation payments, he/she may elect not to supplement the temporary disability benefit by utilizing ETO or ESL. If the CNM/WOCN elects not to offset such disability benefit, he/she must inform the Employer in writing within the first (1st) seven (7) days of the occupational injury-related absence. A CNM/WOCN electing this option will be placed on an unpaid Medical Leave commencing with the date of disability. All contractual provisions as specified in Article XXXX, (name of article), will apply. In the event the CNM/WOCN does not provide such written notice to the Employer, ESL offset will automatically be processed.
- 1761 In the payment of ETO or ESL to a CNM/WOCN, the Employer will withhold applicable taxes in accordance with Federal and State laws.
- 1762 It is the responsibility of the CNM/WOCN to promptly file claims for any compensation benefits for which eligible and to report the amount of such benefits to the Human Resources Service Center.

1800 ARTICLE XVIII – LEAVES OF ABSENCE

1801 Eligibility

1802 Leaves of absence without pay may be granted to a CNM/WOCN who has at least six (6) months of service. However, in the case of disabilities related to pregnancy, occupational injury/illness or military, the six (6) month eligibility requirement is waived. A CNM/WOCN's request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request. A CNM/WOCN must provide at least two weeks' notice of intent to return from a leave of absence.

1803 No provision of this Article shall be deemed a waiver of any right or privilege to which a CNM/WOCN is entitled under Federal, State, or local law or regulation.

1804 Personal Leave of Absence

1805 A Personal Leave of Absence, without pay, up to thirty (30) calendar days, may be granted to a CNM/WOCN at the discretion of the Employer. An extension of an additional 30 calendar days may be granted at the discretion of the Employer. Under no circumstances will a Personal Leave of Absence be granted beyond sixty (60) calendar days.

1806 A Personal Leave of Absence for situations covered by Family Leave will not be considered until the maximum duration of Family Leave has been exhausted.

1807 Benefits Continuation While on a Personal Leave of Absence

1808 Benefits provided under the Flexible Benefits Program will continue up to thirty (30) days, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer or beyond the thirty (30) days may be continued at the CNM/WOCN's expense. A CNM/WOCN who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Personal Leave. A CNM/WOCN, who is participating in the ACP, shall not have benefits coverage during the Personal Leave. Survivor Assistance Benefits will continue up to the maximum period of a Personal Leave.

1809 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for one month. There will be no adjustments made to the CNM/WOCN's Leave Accrual Date for leaves of 60 days or less.

1810 Family Leave of Absence

1811 The Employer will comply with the provisions of the California Family Rights Act (CFRA) and with the provisions of the Federal Family Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the Pregnancy Disability Leave Regulations (PDL). Any alleged violation of this Paragraph must be pursued under the procedures provided by the relevant statute.

1812 In determining the maximum duration for Family Leave and other leaves taken for Family Leave purposes, the two types of leaves will run concurrently, except that leaves taken for a purpose not covered by the CFRA will not exhaust the CNM/WOCN's entitlement to additional leave pursuant to the CFRA. A Personal Leave of Absence for situations covered by Family Leave will not be considered until the maximum duration of the Family Leave has been exhausted.

1813 Benefits Continuation While on a Family Leave of Absence

1814 Benefits provided under the Flexible Benefits Program will continue during a Family Leave and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the CNM/WOCN's expense. A CNM/WOCN who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Family Leave. A CNM/WOCN who is participating in the ACP, shall not have benefits coverage during the Family Leave. Survivor Assistance Benefits will continue up to the maximum period of a Family Leave.

1815 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for one month, unless receiving a Salary Continuance benefit. If the Family Leave is longer than 60 days, the CNM/WOCN's Leave Accrual Date will be adjusted beginning with the 61st day of the leave.

1816 Medical Leave of Absence

- 1817 A Medical Leave of Absence without pay for a CNM/WOCN's own non-work-related injury or illness, including conditions related to pregnancy shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability.
- 1818 A Medical Leave of Absence taken for Family Leave reasons will run concurrently with Family Leave.
- 1819 A CNM/WOCN with less than two (2) years of service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed six (6) months. A CNM/WOCN with two or more years of service shall be eligible for a Medical Leave of Absence for a specific period of time not to exceed twelve (12) months. A subsequent period of disability which commences prior to three (3) months after return from an approved Medical Leave will be deemed one continuous Medical Leave of Absence, subject to the maximum limit.
- 1820 A Medical Leave of Absence for a CNM/WOCN who is regularly scheduled to work twenty (20) or more hours per week will commence upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours, or after the Salary Continuance benefit ends (which is six (6) months from the date of disability), whichever is later.
- 1821 A Medical Leave of Absence for a CNM/WOCN who is regularly scheduled to work less than twenty (20) hours per week, not eligible for Salary Continuance benefit, will commence immediately upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours.
- 1822 A request to immediately elect accrued and unused ETO hours must be made fourteen (14) days prior to the exhaustion of ESL. ETO hours will be credited in forty-hour (40-hour) increments. ETO hours requested after the commencement of a Medical Leave may provide additional income only; leave duration dates are not extended or changed.
- 1823 For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to the exhaustion of ESL if ESL usage is waived.
- 1824 A CNM/WOCN who exhausts the six months or 12 months (depending on years of service) maximum Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.

- 1825 A Medical Leave of Absence will expire in less than the maximum period once the CNM/WOCN is released to return to work by his or her physician and can perform his or her pre-disability job with or without a reasonable accommodation.
- 1826 A CNM/WOCN on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the CNM/WOCN had been continuously employed during the leave period.
- 1827 Benefits Continuation While on a Medical Leave of Absence
- 1828 Benefits provided under the Flexible Benefits Program will continue up to the maximum period of a Medical Leave, provided three months elapse between each Medical Leave incident, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the CNM/WOCN's expense. A CNM/WOCN who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Medical Leave. A CNM/WOCN who is participating in the ACP, shall not have benefits coverage during the Medical Leave. Survivor Assistance Benefits will continue up to the maximum period of a Medical Leave.
- 1829 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will cease upon commencement of the Medical Leave or when Salary Continuance benefit begins, whichever is earlier. If the Medical Leave is longer than 60 days, the CNM/WOCN's Leave Accrual Date will be adjusted beginning with the 61st day of the leave.
- 1830 Occupational Leave of Absence
- 1831 Commencing on the first day of employment, for those absences covered by Workers' Compensation, a CNM/WOCN will be eligible for an Occupational Leave of Absence. Such leave shall be continuous, provided the employee furnishes a physician certification, until the CNM/WOCN is released by the attending physician(s), up to a maximum of two (2) years.
- 1832 An Occupational Leave of Absence taken for Family Leave reasons will run concurrently with Family Leave.
- 1833 An Occupational Leave of Absence for a CNM/WOCN who is regularly scheduled to work twenty (20) or more hours per week will commence upon exhaustion of all accrued ESL hours and any immediately-elected ETO hours, or after the Salary Continuance benefit ends (which is six (6) months from the date of disability), whichever is later.
- 1834 An Occupational Leave of Absence for a CNM/WOCN who is regularly scheduled to work less than twenty (20) hours per week, not eligible for Salary Continuance benefit, will commence immediately upon exhaustion of all accrued ESL Bank hours and any immediately-elected ETO hours.

- 1835 An Occupational Leave of Absence for a CNM/WOCN may commence prior to the exhaustion of ESL, if ESL usage is waived or the CNM/WOCN waives pay integration.
- 1836 The Occupational Leave of Absence will expire in less than two (2) years if the CNM/WOCN is no longer disabled and can perform his or her pre-disability job or a comparable job, within the meaning of the California Workers Compensation Act, with or without a reasonable accommodation. If there is uncontroverted medical evidence that a CNM/WOCN is permanently disabled and cannot perform his or her pre-disability job or a comparable job with or without reasonable accommodation, the Occupational Leave of Absence will expire after exhaustion of the interactive process job search (generally ninety (90) days).
- 1837 The Employer will place a CNM/WOCN who has been released to return to work from an Occupational Leave of Absence without medical restrictions in his or her former or a comparable position at his or her regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the CNM/WOCN actively returns to work.
- 1838 The Employer will place a CNM/WOCN who has been released to return to work from an Occupational Leave of Absence on a temporarily restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the CNM/WOCN can perform the essential functions of the job with or without a reasonable accommodation. In situations where a CNM/WOCN is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the CNM/WOCN will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his or her usual job, at his or her regular rate of pay. Any such temporarily modified duty assignment will not exceed sixty (60) days.
- 1839 The Employer will place a CNM/WOCN who has been released to return to work from an Occupational Leave of Absence on a permanently restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the CNM/WOCN is capable of performing the essential functions of the job, with or without a reasonable accommodation. If the CNM/WOCN is unable to perform that job, the Employer will engage in an interactive process with the CNM/WOCN during which the CNM/WOCN has the opportunity to bid on any job vacancy that he or she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Leave of Absence will expire at the end of the interactive job search process: either upon the CNM/WOCN's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Leave of Absence shall be extended throughout any period of temporary disability.

- 1840 Upon release by the treating physician(s) from an Occupational Leave of Absence, the Employer shall request that an CNM/WOCN provide a return-to-work authorization containing the name of the physician, physician's signature, clarification of any functional limitations, and date released to return to work, in sufficient time to allow the Employer to make an appropriate determination of the jobs the CNM/WOCN can perform, and the need for reasonable accommodation, if any.
- 1841 Benefits Continuation While on an Occupational Leave of Absence
- 1842 Benefits provided under the Flexible Benefits Program will continue up to the maximum period of an Occupational Leave, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the CNM/WOCN's expense. A CNM/WOCN who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Occupational Leave. A CNM/WOCN, who is participating in the ACP, shall not have benefits coverage during the Occupational Leave. Survivor Assistance Benefits will continue up to one year of an Occupational Leave.
- 1843 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will cease upon commencement of the Occupational Leave or when Salary Continuance benefit begins, whichever is earlier. There will be no adjustments to the CNM/WOCN's Leave Accrual Date during an Occupational Leave.
- 1844 Benefits Continuation with Approved Long-Term Disability
- 1845 Health Plan coverage that mirrors the Mid-level plan offered under the Flexible Benefits Program, includes Supplemental Medical, may continue when a CNM/WOCN is on a qualified and approved Long-Term Disability.
- 1846 Military Leave of Absence
- 1847 A CNM/WOCN will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statute.
- 1848 The Employer agrees that a CNM/WOCN on extended military duty will have his or her accrued ETO, ESL and other benefits restored upon reinstatement, in accordance with the applicable statutes.
- 1849 In those cases where a CNM/WOCN is in a reserve status and serves an annual two-week commitment, the CNM/WOCN may request and use accrued ETO for the two-week Military Leave of Absence.

- 1850 Prior to granting Military Leave or ETO, the Employer shall require a CNM/WOCN to submit a copy of the appropriate military orders.
- 1851 Benefits Continuation While on a Military Leave of Absence
- 1852 For Military Leaves beyond 30 days, benefits provided under the Flexible Benefits Program will continue for up to 90 days, following the commencement of the unpaid leave, and will include any applicable employee cost-sharing. Coverage not fully paid by the Employer may be continued at the CNM/WOCN's expense. A CNM/WOCN who waived any benefits under the Flexible Benefits Program shall continue participation in the same manner during the Military Leave. A CNM/WOCN who is participating in the ACP shall not have benefits coverage during the Military Leave. Survivor Assistance Benefits will continue up to one year of a Military Leave.
- 1853 Earned Time Off (ETO) and Extended Sick Leave (ESL) accruals will continue for 30 days. There will be no adjustments to the CNM/WOCN's Leave Accrual Date during a Military Leave.
- 1854 Personal Time Off
- 1855 Commencing on the first (1st) day of employment, where circumstances warrant, a CNM/WOCN may request and may receive personal time off, without pay, for short periods of time not to exceed five (5) workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, an on duty CNM/WOCN may ask for personal time off which shall be granted on momentary notice and such CNM/WOCN will be released from duty as soon as possible. In determining whether such a request shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.
- 1856 Under normal circumstances, requests for personal time off will be submitted no more than sixty (60) days prior to the requested time off and the Employer will approve or disapprove said request within ten (10) days. In extenuating circumstances, requests may be submitted more than sixty (60) days in advance.
- 1857 Bereavement Leave
- 1858 Effective the first day of the month following eligibility, a health and welfare benefit-eligible CNM/WOCN is eligible for Bereavement Leave, unless the Bereavement Leave has been waived by participation in the Alternate Compensation Program. A CNM/WOCN shall be granted up to three (3) days paid Bereavement Leave upon the death of a spouse or domestic partner, or upon the death of an employee's immediate family member, or an employee's spouse's or domestic partner's immediate family members. A CNM/WOCN will be granted an additional two (2) days of paid time when

traveling three-hundred (300) miles or more one way to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

1859 A part-time CNM/WOCN will receive Bereavement Leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths when traveling three-hundred (300) miles or more one way to attend funeral or memorial services and will receive pay for scheduled work hours within such three (3) or five (5) day period.

1860 Immediate family member for Bereavement Leave is defined as:

- a. parent, step-parent, parent in-law, step parent in-law, in loco parentis parent
- b. daughter, step-daughter, daughter in-law, step daughter in-law
- c. son, step son, son in-law, step son in-law
- d. sister, step sister, sister in-law, step sister in-law
- e. brother, step-brother, brother in-law, step brother in-law
- f. in loco parentis child, legal ward child, legal guardian, foster child, adopted child
- g. grandparent, step grandparent, grandparents in-law
- h. grandchildren, step grandchildren, grandchildren in-law
- i. relative living in the same household as the CNM/WOCN

1861 If a death occurs to a critically ill family member as defined in Paragraph 1860, while a CNM/WOCN is on an authorized leave for critical family illness, the CNM/WOCN will be entitled to receive Bereavement Leave pay upon presentation of verification of death. The Bereavement Leave shall not exceed three (3) days for death in the area. For deaths occurring out of the area requiring travel over three-hundred (300) miles one-way, two (2) additional days will be provided for travel purposes.

1862 Bereavement Leave will be administered in accordance with the Employer's guidelines. However, if there are any conflicts between these guidelines and the Agreement, the Agreement prevails.

1863 Jury Duty

1864 A CNM/WOCN required to report for jury service will be excused from work and shall receive pay for jury duty for the duration of such service. CNM/WOCNs who are summoned to serve on jury duty shall give their supervisor at least two (2) weeks notice of the jury duty obligation. The CNM/WOCN is required to show proof of jury service. There will be no offset to the CNM/WOCN's pay nor collection of jury duty pay provided by the courts.

- 1865 It is intended that both full and part-time CNM/WOCNs will not suffer a loss of compensation for participation in jury service. The CNM/WOCN may, with the agreement of the Employer, work a shift or partial shift in addition to time spent on jury service. CNM/WOCN will be compensated at the base rate for jury service during hours the CNM/WOCN would regularly be scheduled to work. Schedules will be modified by mutual agreement to minimize disruption of patient care and to avoid undue burden on the CNM/WOCN.
- 1866 In the absence of such mutual agreement, a full-time CNM/WOCN will be compensated for a maximum of eight (8) hours jury service per day. When a full-time CNM/WOCN is released from jury service in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.
- 1867 A part-time CNM/WOCN shall receive pay for the number of hours regularly scheduled on the day of jury service, up to a maximum of eight (8) hours per day. In the event that the part-time CNM/WOCN is regularly scheduled to work more than eight (8) hours on the day of the jury service, then the schedule will be modified by mutual agreement. In the absence of such agreement, the CNM/WOCN will return to work if the release time from jury service permits a minimum of four (4) work hours.
- 1868 A CNM/WOCN on an alternate shift schedule will be compensated at the base rate for his/her shift.
- 1869 When the CNM/WOCN is released from jury service in sufficient time to return to work for a minimum of four (4) hours, he/she shall be required to do so.

1900 ARTICLE XIX – HEALTH AND WELFARE

1901 Health and Welfare

1902 Health and Welfare benefit will be delivered through a combination of Flex and plans outside of the Flexible Benefits Program.

1903 Flexible Benefits Program

1904 Eligibility

1905 A newly hired, newly eligible, or a current CNM/WOCN, who has not met three (3) months of employment and who is regularly scheduled to work twenty (20) hours or more per week, has the option to participate in the initial Employer-Paid Plan (and subsequently enroll in the full Flexible Benefits as described below) or participate in the Alternate Compensation Program (ACP). Coverage in the initial Employer-Paid plan begins on the first (1st) day of employment and continues until the first (1st) day of the

month following three (3) months of employment, which is the date a CNM/WOCN becomes eligible for the full Flexible Benefits Program.

1906 Initial Employer-Paid Plan

1907 A CNM/WOCN who is regularly scheduled to work twenty (20) hours or more per week is provided with Kaiser Foundation Health Plan (Health Plan) coverage that mirrors the Mid-level plan to be offered under Flex (currently \$20 office visit copayment level), Supplemental Medical and employee life insurance (equal to one times annual pay to a maximum of \$50,000). Coverage becomes effective on the first day of employment and continues until a CNM/WOCN becomes eligible for the full Flexible Benefits Program. The Employer pays the entire cost of the benefits provided under the initial Employer-Paid plan.

1908 Health Plan Dependent Eligibility

1909 Eligible dependents are defined as follows:

- a. the CNM/WOCN's spouse, or domestic partner;
- b. the CNM/WOCN's natural, step or adopted child under the age of twenty- six (26);
- c. the CNM/WOCN's foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;
- d. a child under the age of twenty-six (26) for whom the CNM/WOCN is the court-appointed guardian;
- e. the CNM/WOCN's grandchild only if the grandchild's parent (the CNM/WOCN's child, or the spouse's or domestic partner's child) is under age of twenty-six (26), unmarried, and currently covered under CNM/WOCN's medical coverage, and both the grandchild and the grandchild's parent (CNM/WOCN's child) 1) live with the CNM/WOCN and 2) qualify as the CNM/WOCN's dependents on the CNM/WOCN's tax return as defined by the Internal Revenue Code (IRC) 152(a)(1);
- f. the CNM/WOCN's domestic partner's natural or adopted child under the age of twenty-six (26);
- g. the CNM/WOCN may be able to extend coverage past the normal age 26 limit for a dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The CNM/WOCN may be required to show proof of the dependent's continuing disability each year.

1910 Dental Dependent Eligibility

- a. Eligible dependents will include spouse or eligible domestic partner, and the unmarried children of the CNM/WOCN or of his/her spouse or domestic partner, up to the limiting age of twenty-five (25).
- b. The CNM/WOCN may be able to extend coverage past the normal age 25 limit for an enrolled dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 25. The CNM/WOCN may be required to show proof of the dependent's continuing disability each year.

1911 Dependent Life Eligibility

- a. Eligible dependents will include spouse or eligible domestic partner, and unmarried children of the CNM/WOCN or of his/her spouse or domestic partner, up to the limiting age of twenty-one (21) or, if the child is a full-time student, up to age twenty-three (23).
- b. The CNM/WOCN may be able to extend coverage past the normal age limit for a covered dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches prior to the limiting age of twenty-one (21) or twenty-three (23) as applicable. Annual certification of disability and dependency may be required.

1912 Full Flexible Benefits Coverage

1913 A CNM/WOCN who is regularly scheduled to work 20 hours or more per week and his or her enrolled eligible dependents are provided with the following options:

- a. Basic, Mid (\$20 office visit copayment level), or High Health Plan bundled with Supplemental Medical coverage. Supplemental Medical covers certain medically necessary services that are not provided by Health Plan;
- b. Basic or Comprehensive Dental Plan coverage up to an annual maximum of \$1,000. Effective 1/1/2013, the annual maximums will be increased to \$1,200;
- c. Optional Life Insurance coverage to the CNM/WOCN (\$100,000 Guaranteed Issued when first eligible) up to \$750,000 (based on combined employer-paid life insurance and Flex life insurance amount);
- d. Dependent Life Insurance coverage for eligible dependents up to \$50,000 for spouse/domestic partner or \$10,000 for each child provided that the CNM/WOCN is enrolled in the applicable amount of employee life insurance;

- e. Accidental Death and Dismemberment insurance up to \$350,000, spouse/domestic partner \$175,000 and eligible children up to \$35,000.
- f. 50% or 60% Long-Term Disability (LTD) Insurance provides benefits until the CNM/WOCN recovers, dies, or turns 65, unless the CNM/WOCN is already age 60 or older. If disability is due to mental illness which will be limited to a per occurrence maximum of twenty-four (24) months, or disability due to alcohol or substance abuse, benefits will be limited to one period of disability limited to a CNM/WOCN's lifetime for up to a maximum of twenty-four (24) months. LTD can be purchased with pre or post-tax dollars.

1914 In addition, an eligible CNM/WOCN may participate in the Dependent Care and/or Health Care Spending Accounts in accordance with the Internal Revenue Code (IRC). Additional benefit offerings may be added at the discretion of the Employer.

1915 Employer Funding and Flex Credits

1916 The Employer provides funding in the form of Flex Credits that pays a share of the benefits cost under the full Flexible Benefits Program.

1917 The Employer provides a full-time CNM/WOCN with enough Flex Credits to purchase the Mid Level Health Plan (bundled with Supplemental Medical coverage) for the CNM/WOCN and dependents, Basic Dental for the CNM/WOCN and dependents, and the 50% LTD insurance coverage. In addition, a CNM/WOCN shall receive Service-Based Flex Credits. A CNM/WOCN shall receive a percentage of Flex Credits based on his or her regularly scheduled hours to purchase benefits offered under the Flexible Benefit Program, as applicable.

<u>Regularly Scheduled (Standard) Hours</u>	<u>Flex Credits Percentage</u>
32 – 40 Hours Per Week	100%
26 – 31 Hours Per Week	80%
20 – 25 Hours Per Week	60%

1918 The Service-Based Flex Credits shall be provided based on the CNM/WOCN's years of service as defined by the Benefit "Service Date." The Benefit "Service Date" determines and tracks eligibility for years of service on which the flex credits are based.

<u>Years of Service</u>	<u>Service-Based Flex Credits Amount (Per Pay Period)</u>
Less than 2	\$0.83
2 – 4	\$1.67
5 – 9	\$2.50
10 – 14	\$4.79
15 – 19	\$6.46
20 or more	\$7.92

1919 Healthy Flex Wellness Incentive Program

1920 Participation in Healthy Flex Wellness Incentive program will be contingent on the continuation of the program. If the Employer eliminates or changes the Healthy Flex program for all other employee groups, the Employer will terminate the Healthy Flex program for CNM/WOCN, or make the same changes, pursuant to this agreement.

1921 Default Plan

1922 An eligible CNM/WOCN who does not enroll in the Flexible Benefits Program during the election period will be enrolled in the Default Plan. The Default Plan becomes effective on the first (1st) day of the month following the completion of three (3) months of employment, or when newly eligible if later. The Default Plan provides the Mid Level Health Plan (bundled with Supplemental Medical coverage) for a CNM/WOCN and his or her previously-enrolled eligible dependents. A CNM/WOCN under the Default Plan will not have dental or long-term disability benefits and does not receive Flex Credits. Default coverage is Employer-paid. (Employee Life Insurance coverage of Two Times Annual Salary and Salary Continuance are provided outside of the Flexible Benefits Plan).

1923 Enrollment Restrictions

1924 A CNM/WOCN may elect options within thirty-one (31) days of becoming eligible, or during the annual open enrollment period. A CNM/WOCN may change options during the annual open enrollment period for the Flexible Benefits Program. Once elections are made, a CNM/WOCN may only make changes during subsequent annual open enrollment periods, unless the CNM/WOCN has a qualifying family or employment status change or a loss of other medical coverage. A CNM/WOCN must notify the Employer within thirty-one (31) days of the status change or loss of coverage to affect a mid-year enrollment.

1925 Health Plan Waiver

1926 Health Plan coverage may be waived with proof of other medical coverage. A CNM/WOCN who waives Health Plan coverage must wait until the subsequent annual open enrollment period to enroll for Health Plan coverage unless the CNM/WOCN has a loss of other medical coverage and notifies the Employer within 31 days of the loss of other medical coverage.

1927 Actively-At-Work

1928 A CNM/WOCN must be actively-at-work on the day that LTD insurance or Life Insurance coverage becomes effective. Coverage will be deferred until return to active employment.

1929 Pre-Existing Condition Clause and Evidence of Insurability

1930 A CNM/WOCN who elects the LTD insurance shall be subject to a pre-existing illness clause that excludes from benefits any disability that occurs during the first twelve (12) months of coverage, if within ninety (90) days prior to coverage becoming effective, a CNM/WOCN received medical treatment, care, services, or took prescribed medication for a diagnosed condition that caused or substantially contributed to the disability. A CNM/WOCN who did not elect LTD coverage when first eligible, or who elected a lower level of LTD coverage, must provide Evidence of Insurability (EOI) to the insurer in order to be eligible for LTD, or for the higher level of LTD coverage.

1931 A CNM/WOCN may purchase up to \$100,000 of Employee Life insurance when first eligible without providing Evidence of Insurability (EOI), which is proof of good health. During future open enrollment periods, the CNM/WOCN may increase his or her life insurance coverage to the next higher level without providing EOI. A CNM/WOCN will be required to provide EOI if the CNM/WOCN purchases a higher level of coverage. A CNM/WOCN who did not elect optional life when first eligible, and later elects optional life will be required to provide EOI.

1932 EOI requirements also applies to the CNM/WOCN's Spouse or Domestic Partner, if coverage was previously waived; or, are electing to increase coverage.

1933 Coverage Ends

1934 Under the Flexible Benefits Program, Health Plan and Dental coverage ends on the last day of the month in which employment ends, or in which the CNM/WOCN transfers to an ineligible status, Coverage for all other benefits ends on the day employment ends, or the date of transfer to an ineligible status. Coverage also ends when a CNM/WOCN goes into an unpaid leave status and fails to pay the CNM/WOCN's share of premiums.

1935 Benefits Outside Flex

1936 Alternate Mental Health

1937 A CNM/WOCN who is regularly scheduled to work twenty (20) hours or more per week will be provided an Alternate Mental Health Plan (which is outside of the Flexible Benefits Program). Coverage begins first (1st) day of the month following three (3) months of employment or, when newly eligible if later, unless waived by ACP participation. This coverage also applies to spouse, eligible domestic partner and dependent children to the limiting age of twenty-six (26) as defined in Health Plan Eligibility. Covered services are reimbursed at eighty percent (80%) of Reasonable & Customary ("R&C") charges.

1938 Covered services generally include:

- a. A maximum of twenty-five (25) outpatient visits per calendar year. Group therapy visit counts as one-half (1/2) of an outpatient visit.
- b. Inpatient care is covered for forty-five (45) full days; or, up to ninety (90) days of day or night care each calendar year.
- c. As with the mental health services through the Health Plan, psychoanalysis and conditions for which there can be no significant improvements through short-term therapy are excluded from coverage and this benefit program.

1939 Life Insurance

1940 A CNM/WOCN who is regularly scheduled to work twenty (20) hours or more per week will be provided with Two Times Annual Salary employer-paid life insurance coverage (which is outside of the Flexible Benefits Program). Two Times Annual Salary life Insurance coverage begins the first (1st) of the month following three (3) months of employment or when newly eligible if later, if actively at work, unless waived by ACP participation. If the CNM/WOCN is not actively at work on the day coverage is to become effective, then the coverage effective date will be deferred until the CNM/WOCN returns to active employment.

1941 Survivor Assistance Benefit

1942 A CNM/WOCN who is regularly scheduled to work will be provided a Survivor Assistance Benefit equal to one (1) month's base wages (prorated for part-time CNM/WOCNs). This benefit is payable to a designated beneficiary during the period immediately following the death of the CNM/WOCN.

1943 Salary Continuance (Short Term Disability)

1944 A CNM/WOCN regularly scheduled to work twenty (20) hours or more per week will be eligible for the Salary Continuance benefit, (which is outside of the Flexible Benefits Program). The Salary Continuance begins on the first (1st) of the month after three (3) months of employment or when newly eligible if later, unless waived by ACP participation. Salary Continuance benefit shall be payable beginning after an eligible CNM/WOCN has exhausted Extended Sick Leave (ESL) bank hours and shall remain payable up through six (6) months of disability. The Salary Continuance benefit delays the commencement of a Medical or Occupational Illness or Injury Leave for up to six (6) months. The Salary Continuance benefit is based on a CNM/WOCN's base wage rate (adjusted for scheduled hours) at the time he or she is initially disabled. The Salary Continuance benefit provides fifty percent (50%) of base wage rate or sixty percent (60%), when integrated with State Disability Insurance (SDI) or Workers' Compensation and continues through the sixth (6th) month of disability with physician certification.

1945 Spending Accounts

1946 Dependent Care Spending Accounts

1947 A newly hired CNM/WOCN, regardless of work schedule, is eligible to enroll beginning the first (1st) of the month after three (3) months of employment. A CNM/WOCN with eligible dependent expenses can participate in the Dependent Care Spending Account (DCSA) which is entirely voluntary and allows a CNM/WOCN to pay for eligible dependent services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A CNM/WOCN, regardless of work schedule, is eligible to enroll in the DCSA. A CNM/WOCN can contribute pre-tax dollars annually as limited by the plan or IRC. These contributions may be used to pay for certain dependent care expenses for eligible dependents as permitted by the IRC.

1948 Health Care Spending Account

1949 A newly hired or newly eligible CNM/WOCN who is regularly scheduled to work twenty (20) hours or more per week is eligible to enroll beginning the first of the month after three (3) months of employment. A CNM/WOCN with eligible medical care expenses can participate in the Health Care Spending Account (HCSA), which is entirely voluntary and allows a CNM/WOCN to pay for eligible medical care services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A CNM/WOCN who is regularly scheduled to work twenty (20) or more hours per week is eligible to participate in the HCSA. A CNM/WOCN can contribute pre-tax dollars annually as limited by the plan or IRC as applicable. This plan may pay for eligible health care expenses (as permitted by IRS rules) for a CNM/WOCN and/or his or her eligible dependents.

1950 Parent Medical Coverage

1951 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law and parents' domestic partners. Parents who enroll will be responsible for the entire amount of the premium, as well as any applicable co-payments. The terms and conditions of this plan are in accordance with the governing plan documents.

1952 Travel Accident Coverage

1953 A CNM/WOCN regularly scheduled to work twenty (20) or more hours per week will be automatically enrolled in Travel Accident Insurance. The Travel Accident Insurance coverage provides a benefit four (4) times the CNM/WOCN's annual salary with a minimum benefit of one hundred thousand dollars (\$100,000) and a maximum of two hundred fifty thousand dollars (\$250,000). This benefit will be paid to a designated beneficiary in the event of death as a result of a travel accident while on company business.

1954 Plan Terms

1955 Coverages, limitations and exclusions of the foregoing Health and Welfare Plans, Dependent Care and Health Care Spending Account are established and governed by the Employer's service agreements with the respective providers, and insurance carriers, and Plan Documents. The foregoing plans are governed by the plan documents and/or Kaiser Permanente policies.

2000 ARTICLE XX – RETIREE BENEFITS

2001 Health Plan Coverage for Retirees

2002 A CNM/WOCN who qualifies for Normal or Postponed retirement under the provisions of the Kaiser Permanente Represented Employees Pension Plan (KPREPP), with fifteen (15) or more years of service, and is eligible for medical coverage at the time of retirement, will be eligible for the Kaiser Foundation Health Plan ("KFHP") retiree coverage, including Supplemental Medical at retirement. A CNM/WOCN who qualifies for Early retirement under the provisions of the KPREPP, with fifteen (15) or more years of service, and is eligible for medical coverage at the time of retirement, will be eligible for the KFHP retiree coverage upon becoming Medicare-eligible, generally at age sixty-five (65). The KFHP retiree coverage shall have copayments that match the mid-level Health Plan for the active CNM/WOCN under the Flexible Benefits Program at the time the retiree coverage begins (currently at the \$20 copayment level).

- 2003 KFHP retiree coverage may commence immediately after retirement, prior to age sixty-five (65), if the eligible CNM/WOCN had at least ten (10) years of service prior to January 1, 1990.
- 2004 A year of service is defined as employment service, based on the My HR Benefit Service Date, or as defined by the provisions of the KPREPP.
- 2005 Upon attaining age 65 or Medicare eligibility, the retiree must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable KFHP medical plan, and take such other action as the applicable KFHP medical plan determines is necessary to integrate the KFHP retiree coverage with Medicare. If the retiree does not assign Medicare to Kaiser Permanente and wishes to maintain KFHP retiree medical coverage, the retiree must pay a surcharge in the amount of the difference in the premium for assigned and unassigned Medicare. If the retiree fails to assign Medicare or to pay the surcharge, as applicable, the retiree KFHP coverage will be terminated.
- 2006 Eligible Dependents
- 2007 Eligible dependents include the retiree's spouse or eligible domestic partner. Eligible dependents also include dependent children as defined in Health Plan Eligibility for active employees, up to the limiting age, including disabled dependent children.
- 2008 A spouse, domestic partner, or other eligible dependent who becomes Medicare eligible must also enroll in Medicare Parts A, B and D and assign his or her Medicare rights to the applicable KFHP retiree medical plan, as described in paragraph 2002.
- 2009 Medicare Premiums
- 2010 Once enrolled in Medicare, premiums for the cost of Medicare Parts B and D shall be the responsibility of the retiree and eligible dependents, except as modified by the National Agreement and its Letters of Agreement/Understanding. A CNM/WOCN who had ten (10) years of service as of July 1, 1986 and is eligible for KFHP retiree coverage will be eligible for reimbursement for the Medicare Part B premiums on a periodic basis for the retiree and for a spouse/eligible domestic partner.
- 2011 Survivor Coverage
- 2012 Upon the death of the eligible retiree, KFHP retiree coverage will continue for the spouse/eligible domestic partner. Coverage will end upon remarriage/recommitment or death. Survivor coverage will also continue to eligible dependent children, including special dependent children, up to age 26. Upon the death of the eligible retired CNM/WOCN, a special dependent child who is beyond the limiting age will be given the option to convert to an individual Kaiser Permanente plan.

- 2013 In the event an CNM/WOCN who has fifteen (15) years of service and who has met the eligibility requirements for Early, Normal, or Postponed retirement under the provisions of the KPREPP dies prior to termination or retirement, the spouse/eligible domestic partner may begin KFHP retiree coverage, when said deceased CNM/WOCN would have been eligible for coverage. Coverage ends (or will not begin) if the spouse/eligible domestic partner has remarried/recommitted. Eligible dependent children may begin KFHP retiree coverage when said deceased CNM/WOCN would have been eligible for coverage, and coverage will continue until they reach age 26. Upon the death of the CNM/WOCN, a special dependent child who is beyond the limiting age will be given the option to convert to an individual Kaiser Permanente plan and/or continue coverage through COBRA.
- 2014 Medical Coverage for Retirees Residing Outside Kaiser Permanente Service Areas
- 2015 The eligible retiree and eligible dependents who move to a Kaiser Permanente Region outside of California after retirement will be offered similar coverage coordinated with the retiree medical plan in the new Region where the retiree resides. Enrollment in the retiree medical plan in the new Region will be required.
- 2016 The eligible retiree and eligible dependents who move to a location that is not part of any Kaiser Permanente Service Area will be eligible for the Out of Area Plan (“OOA”). The OOA will be integrated with Medicare, when applicable.
- 2017 National Agreement
- 2018 The parties agree that all employees covered by this Agreement are also covered by the National Agreement and its Letters of Agreement/Understanding, including but not limited to the Retiree Medical Modified Premium Cap and the Medicare Part D Letter of Understanding.
- 2019 Retiree Life Insurance
- 2020 A CNM/WOCN who qualifies for early, normal or postponed retirement under the provisions of the KPREPP, with fifteen (15) or more years of service, and enrolled for life insurance coverage at the time of retirement will be provided with one-half of the current active employee level (employer-paid outside of Flex and, if applicable, employee-purchased inside of Flex) to a maximum of \$375,000, which tapers to no less than \$10,000.
- 2021 Retirement Plans

2022 Pension Plan

2023 KPREPP is a basic pension plan that provides retirement income based on a formula that includes a benefit factor of 1.5%, a CNM/WOCN's Final Average Monthly Compensation (FAMC) and a CNM/WOCN's years of Credited Service.

2024 Participation

2025 A CNM/WOCN, regardless of status and work schedule, becomes a participant in the Kaiser Permanente Represented Employees Pension Plan (KPREPP) upon completion of at least one thousand (1,000) hours of Service either by the first anniversary of her or his hire date or in a Plan (calendar) year. Upon becoming a participant, Credited Service is retroactive to the date of hire or transfer.

2026 From now until 12/31/2013, a CNM/WOCN will remain in the Kaiser Permanente Salaried Retirement Plan (KPSRP-Plan A) and will be subject to all the terms of the KPSRP-Plan A, including any amendments, just as if a CNM/WOCN had remained a non-bargained salaried employee, and effective 1/1/2014, a CNM/WOCN will be eligible for the KPREPP.

2027 Service

2028 Years of Service determine if a CNM/WOCN is eligible for a deferred vested pension benefit, or for Early, Normal or Postponed retirement. One year of Service is equal to one thousand (1,000) compensated hours in a calendar year. Compensated hours are defined by the Plan and include regular wages, holiday pay, Earned Time Off, Extended Sick Leave, etc. There is no partial year of Service for those years in which the CNM/WOCN is compensated fewer than 1,000 hours.

2029 Credited Service

2030 Credited Service is used to determine the amount of monthly pension benefits. One year of Credited Service is equal to 2,000 compensated hours in a calendar year. Compensated hours are defined by the Plan and include regular wages, holiday pay, Earned Time Off, Extended Sick Leave, etc. For those years in which a CNM/WOCN has fewer than 2,000 compensated hours, proportional years of Credited Service will be granted for all compensated hours based upon a 2,000 hour year.

2031 Final Average Monthly Compensation (FAMC)

2032 FAMC is the monthly average of the CNM/WOCN's base wages over the highest 60 consecutive months of compensation in the last 120 months of employment. The FAMC for pension calculations will be based solely on the CNM/WOCN's straight time base rate and will exclude special bonuses, allowances, and differentials (also excludes the Alternate Compensation wage differential).

2033 Vested Pension

2034 Vesting in KPREPP is attained after five (5) years of Service or if a participant receives an hour of Service after attaining age 65. If a CNM/WOCN terminates with at least five (5) years of Service, but prior to eligibility for Early or Normal retirement, the CNM/WOCN is eligible for an unreduced Deferred Vested Pension, payable at age 65 based on the benefit accrued at the time of termination.

2035 Early Retirement

2036 A CNM/WOCN is eligible to retire early with an Early Retirement benefit when she or he is at least age 55 and with at least 15 years of Service, or when the sum of the CNM/WOCN's age and years of Service is at least 75. A CNM/WOCN who terminates with 15 or more years of Service, or attains age plus years of Service equal to 75 after termination, will be eligible to receive a reduced Early Retirement benefit commencing prior to age 65 based on the benefit accrued prior to termination. If an eligible CNM/WOCN elects to start receiving benefits before age 65, benefits will be reduced to reflect early benefit commencement as follows:

Age When Payments Begin	Percentage of Normal Pension Received
65	100%
64	97%
63	94%
62	91%
61	88%
60	85%
59	80%
58	75%
57	70%
56	65%
55	60%

2037 An eligible CNM/WOCN who elects to begin receiving benefits before age 55, will have benefits reduced an additional 5% for each full year between her/his age on the benefit starting date and age 55. If a CNM/WOCN defers payment until age 65, benefits will not be reduced.

2038 Normal Retirement

2039 A participating CNM/WOCN is eligible for Normal Retirement when, prior to termination, she or he attains age 65, regardless of years of Service, and then retires or terminates.

2040 Postponed Retirement

2041 A participating CNM/WOCN is eligible for Postponed Retirement if she or he is over age 65, regardless of years of Service, when she or he retires or terminates. The actuarially determined dollar amount under certain payment methods may decrease if a CNM/WOCN's retires after age 65.

2042 In-Service KPREPP Distribution

2043 A participating CNM/WOCN who has not separated from Service as defined by the Internal Revenue Code (IRC) will be eligible to elect a one-time in-service distribution from the KPREPP at age 65 or older in accordance with the terms of the applicable IRC rules.

2044 Distribution/Payment Options

2045 A variety of payment methods are available under the KPREPP such as the Single Sum Payment, Life Annuity, Joint and Survivor Annuity, Guaranteed Years of Payment, Level Income and Limited Installments. The amount payable under each distribution method is determined using actuarial assumptions and the interest rate specified by the plan.

2046 Pre-Retirement Survivor Annuity

2047 In the event a CNM/WOCN who is vested in the pension plan dies prior to termination, the Employer will provide the surviving spouse or domestic partner with a lifetime monthly benefit. This Survivor Annuity will be calculated as if the CNM/WOCN retired the day before death and elected a joint and survivor annuity with a 66 2/3% continuation to the surviving spouse or domestic partner.

2048 The benefit is payable to the surviving spouse no later than when the CNM/WOCN would have turned age 65. The surviving spouse may elect to commence the benefit at the time the CNM/WOCN would have first qualified for Early Retirement. Because of federal law, the benefit is payable to the surviving eligible domestic partner no later than one year following the CNM/WOCN's death, in accordance with applicable IRC rules.

2049 The foregoing is a summary of the Kaiser Permanente Represented Employees Pension Plan (KPREPP). The Pension Plan is governed by the plan documents.

- 2050 Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (KPSSRPUG).
- 2051 KPSSRPUG is a supplemental retirement plan that provides an Employer contribution and has voluntary employee contributions.
- 2052 Participation
- 2053 A CNM/WOCN, regardless of status and work schedule, becomes a participant in the KPSSRPUG upon completion of two years of employment.
- 2054 From now until 12/31/2013, a CNM/WOCN will remain in the Kaiser Permanente Supplemental Savings and Retirement Plan (KPSSRP-Plan B) and will be subject to all the terms of the KPSSRP-Plan B, including any amendments, just as if a CNM/WOCN had remained a non-bargained salaried employee, and effective 1/1/2014, a CNM/WOCN will be eligible for the KPSSRPUG.
- 2055 Vesting
- 2056 Upon becoming a participant in the KPSSRPUG, a CNM/WOCN is fully vested in the Employer contributions and, if applicable, employee contributions.
- 2057 Contributions
- 2058 The Employer contributes a fixed five percent (5%) of the CNM/WOCN's eligible compensation to the KPSSRPUG. Compensation is defined by the Plan and includes regular wages, holiday pay, Earned Time Off, Extended Sick Leave, etc. It excludes special bonuses, allowances, and differentials (also excludes the Alternate Compensation wage differential). A CNM/WOCN may elect to make after-tax contributions by deferring a percentage of his/her pay into this plan.
- 2059 Distribution/Withdrawals
- 2060 Participants in the KPSSRPUG, prior to termination, shall qualify for loans, age 65 in-service distributions and at any time, after-tax distributions, in accordance with the terms of the governing Plan documents and applicable IRC rules. Upon termination or retirement, the KPSSRPUG account balance is distributed or deferred in accordance with the governing Plan document and applicable IRC rules.
- 2061 The foregoing Plan is governed by the plan documents.

2062 Tax-Deferred Retirement Savings Plans

2063 The Employer has established voluntary tax deferred retirement savings plans authorized by the Internal Revenue Code (IRC). Distribution/withdrawal options include age 59 ½ distributions, in-service hardships, and loans based on the terms of the plan. The plans are established by Kaiser Foundation Health Plan, Inc., and the future of the plans and their provisions will be determined by Kaiser Foundations Health Plan, Inc.

2064 A CNM/WOCN may elect to participate through the Tax Savings in Retirement (TSR) Plan or Tax Sheltered Annuity (TSA) Plan, depending on entity, through pre-tax contributions. Enrollment in the plan can be on the CNM/WOCN's date of hire or anytime thereafter, regardless of employment status and work schedule.

2065 The foregoing plans are governed by the plan documents.

2100 ARTICLE XXI – EDUCATION AND TRAINING

2101 Education Leave

2102 Requests for education leave must be submitted in accordance with department's scheduling practices. CNM/WOCNs will not be denied paid education leave solely on course content, provided that nursing continuing education units or continuing medical education units are being offered for the requested class. Final approval for attendance must be obtained from the Employer in advance. If the approval is given, the CNM/WOCN will be eligible for paid education leave based on the schedule below. Education leave may be utilized on other than scheduled workdays.

2103 If attendance at a program is required by the Employer, the time in attendance will be considered as time worked for pay purposes and such mandatory class will not be charged to the CNM/WOCN education leave.

2104 Education Leave Eligibility

2105 After completing one year of employment, CNM/WOCNs are eligible for up to five (5) days of Educational Leave per calendar year if they are regularly scheduled to work 32 hours or more per week. Full-time CNM/WOCNs may accumulate unused Education Leave from year to year to a maximum of ten (10) days over a 2 year period.

2106 Part-time employees receive up to three (3) days of Education Leave per year. Part-time CNM/WOCNs may accumulate unused Education Leave from year to year to a maximum of six (6) days over a 2 year period.

2107 This time can be used for Employer-sponsored or outside Employer education.

2108 Kaiser Permanente Sponsored Continuing Education Time

2109 After completing one year of employment CNMs are eligible for up to six (6) days of Employer sponsored continuing education time for Advanced Practice Providers per calendar year if they are regularly scheduled to work thirty-two (32) hours or more per week. Part-time CMNs receive up to three (3) days per year. Unused continuing education time cannot be accumulated over a two (2) year period.

2110 Education Leave Tracking

2111 Management will be responsible for the tracking of all CNM/WOCN's educational leave utilization.

2112 Mandatory Certification and Training

2113 The Employer shall provide training and materials to meet mandatory certification and/or recertification requirements as required by the job description.

2114 If the Employer offers the certification class in house, the CNM/WOCN is paid for the time spent in class.

2115 If the Employer arranges for the training to be provided offsite, the CNM/WOCN is paid for that time, and training fees, if applicable, are paid by the department.

2116 If the Employer offers the class in house or arranges for the training to be provided offsite and the CNM/WOCN chooses to attend an outside program, the training time would not be provided by the Employer and the CNM/WOCN may use an available Education Leave day and would be required to pay for the training fees.

2117 Mandatory certification is defined as a requirement of the CNM position may include BLS, NRP, ACLS, and Fetal Monitoring. Mandatory certification that is a requirement of the WOCN position may include BLS.

2200 ARTICLE XXII – PARKING

2201 Free parking shall be provided by the Employer, as per present Organizational Policy. During the term of this Agreement, the Association will meet with Management, on a facility by facility basis, to resolve problems related to parking and security.

2300

ARTICLE XXIII – SAFETY AND HEALTH

2301 The Employer shall make reasonable provisions for the safety and health of the CNM/WOCN during the hours of their employment. The Employer will also review unsafe conditions brought to its attention for corrective action when necessary. The employer and the Union as well as the CNM/WOCN recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

2400

ARTICLE XXIV – COMMUNICATION COMMITMENT

2401 Kaiser Permanente and the Union commit to ongoing communication regarding changes to statutory and regulatory requirements, such as National Provider Identification (NPI) number and certifications. The parties agree to bargain over the effects of such changes.

2500

ARTICLE XXV
CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION

2501 In accordance with the Employer’s compliance policies, indiscriminate or unauthorized review, use or disclosure of protected health information regarding any patient or Employee is expressly prohibited. Accessing, reviewing, discussing, photocopying or disclosing patient information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

2600

ARTICLE XXVI – SAVINGS CLAUSE

2601 If any provision of this Agreement is found to be in conflict with any Federal or State laws, the remaining provisions of the Agreement shall remain in full force and effect.

2700

ARTICLE XXVII – DURATION

2701 The term of this Agreement shall be from the date of execution, and shall continue in effect to 11:59 p.m, September 30, 2015, for KPMWON. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

2702 Either party wishing to change or terminate this Agreement must serve written notice of desire to amend to the other Party at least ninety (90) days prior to the expiration date.

2703 When notice to amend is given, the Party giving notice must specify such changes in writing prior to the beginning of negotiations.

- 2704 If a new Agreement is not reached prior to the expiration date, or any anniversary date thereafter, the Parties may mutually extend the existing Agreement, in writing, for a specified period of time.
- 2705 Applicable Federal law which establishes special notice periods for health care institutions shall prevail over this Agreement.

WOUND OSTOMY CONTINENCE NURSES WAGE RATES
 KAISER PERMANENTE MIDWIVES AND WOUND OSTOMY NURSES (KPMWON)

New	JOB	EFF	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12	Step13	Step14
Structure	CODE	DATE	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	15yr	20yr	25yr
WOCN	19177	05/01/13	41.541													
Trainee*		10/01/13	42.787													
*Job Eff.		10/01/14	44.071													
		05/01/13														

New	JOB	EFF	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12	Step13	Step14
Structure	CODE	DATE	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	15yr	20yr	25yr
Wound	36942	08/19/12	42.838	44.337	45.889	47.495	49.157	50.878	52.404	53.767	55.165	56.599	58.071	59.522	61.010	62.536
Ostomy		10/01/12	44.033	45.577	47.176	48.830	50.542	52.314	53.886	55.290	56.730	58.207	59.723	61.218	62.750	64.322
Continance		10/01/13	45.354	46.944	48.591	50.295	52.058	53.883	55.503	56.949	58.432	59.953	61.515	63.055	64.633	66.252
		10/01/14	46.715	48.352	50.049	51.804	53.620	55.499	57.168	58.657	60.185	61.752	63.360	64.947	66.572	68.240

New	JOB	EFF	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12	Step13	Step14
Structure	CODE	DATE	Start	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr	9yr	10yr	15yr	20yr	25yr
Wound	50331	08/19/12	51.405	53.205	55.067	56.994	58.989	61.054	62.885	64.520	66.198	67.919	69.685	71.427	73.212	75.043
Ostomy		10/01/12	52.840	54.692	56.611	58.596	60.650	62.777	64.663	66.348	68.076	69.848	71.668	73.462	75.300	77.186
Continance		10/01/13	54.425	56.333	58.309	60.354	62.470	64.660	66.604	68.339	70.118	71.944	73.818	75.666	77.560	79.502
PD		10/01/14	56.058	58.022	60.059	62.165	64.344	66.599	68.602	70.388	72.222	74.102	76.032	77.936	79.886	81.888

Advanced Hiring Criteria for Wound Ostomy Continance Nurses

Start Rate	1-2 years experience
12 Month Rate	2-3 years experience
24 Month Rate	3 Plus years experience

A degree in an allied health field will count as one year experience.

Kaiser Permanente RN's, RNP's and PA's will be placed on the step rate equal to or next above their current hourly rate, or advance hiring criteria, whichever is greater.

CERTIFIED NURSE MIDWIVES WAGE RATES

KAISER PERMANENTE MIDWIVES AND WOUND OSTOMY NURSES (KPMWON)

JOB TITLE	JOB CODE	SAL PLAN	Step1 Start	Step2 6mo	Step3 1yr	Step4 18mo	Step5 2yr	Step6 3yr	Step7 4yr	Step8 5yr	Step9 10yr	Step10 15yr	Step11 20yr	Step12 25yr
CERTIFIED NURSE MIDWIVES	56253	08/19/12	54.431	56.677	58.926	61.518	64.114	66.829	69.504	72.235	74.406	76.641	78.558	80.522
		10/01/12	55.974	58.287	60.604	63.274	65.947	68.744	71.499	74.312	76.548	78.850	80.825	82.848
		10/01/13	57.653	60.036	62.422	65.172	67.925	70.806	73.644	76.541	78.844	81.216	83.250	85.333
		10/01/14	59.383	61.837	64.295	67.127	69.963	72.930	75.853	78.837	81.209	83.652	85.748	87.893
CERTIFIED NURSE MIDWIVES PD	56251	08/19/12	65.317	68.013	70.711	73.822	76.937	80.195	83.405	86.682	89.287	91.970	94.269	96.626
		10/01/12	67.169	69.944	72.725	75.929	79.136	82.493	85.799	89.174	91.858	94.620	96.990	99.418
		10/01/13	69.184	72.043	74.906	78.206	81.510	84.967	88.373	91.849	94.613	97.459	99.900	102.400
		10/01/14	71.260	74.204	77.154	80.552	83.956	87.516	91.024	94.604	97.451	100.382	102.898	105.472

Advanced Hiring Criteria for Certified Nurse Midwives

At the time of hire, employees with prior midwife experience may be hired above the start rate as outlined below:

New grad/no experience	Step 1 – Start
Less than 1 year experience	Step 2 – 6 Mos
Between 1 and 3 years experience	Step 3 – 1 Yr
Between 3 and 5 years experience	Step 4 – 18 Mos
Between 5 and 10 years experience	Step 5 – 2 Yr
More than 10 years experience	Step 6 – 3 Yr

Kaiser Permanente RN's, RNP's and PA's will be placed on the step rate equal to or next above their current hourly rate, or advance hiring criteria, whichever is greater.

SIGNATURES

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this 26th day of June, 2012.

FOR THE EMPLOYER

KAISER FOUNDATION HOSPITALS SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

/s/ Benjamin K. Chu, MD
Benjamin K. Chu, MD
President, Southern California Region

/s/ Annie Russell
Annie Russell
Associate Medical Group Administrator,
San Diego

/s/ George Disalvo
George Disalvo
Chief Financial Officer, SCAL

/s/ Alicia Solis
Alicia Solis
Manager, Nurse Recruitment

/s/ Judy White
Judy White
SCPMG Business Administrator Operations

/s/ Kathryn VanDijk
Kathryn VanDijk
Human Resources Consultant,
Orange County

/s/ Arlene Peasnell
Arlene Peasnell
Senior Vice President HR

/s/ Maryanne Malzone-Miller
Maryanne Malzone-Miller
Senior HR Director

/s/ Richard Rosas
Richard Rosas
Assistant Director Labor Relations

/s/ Mary Anne Madruga
Mary Anne Madruga
Senior Labor Relations Representative

/s/ Sue Al-Sabih
Sue Al-Sabih
Director, SCPMG Ambulatory Clinic

FOR THE EMPLOYER

KAISER FOUNDATION HOSPITALS SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

/s/ Denise Dunne
Denise Dunne
Manager, Ambulatory Care Department,
Orange County

/s/ Tracy Fietz
Tracy Fietz
Medical Group Administrator,
West Los Angeles

/s/ Karmen Jones
Karmen Jones
Administrative Certified Nurse Midwife,
Riverside

/s/ Leah Moyo
Leah Moyo
Compensation Consultant

/s/ Wendy McGlothern
Wendy McGlothern
Benefits Consultant

/s/ Sharnette Ortiz
Sharnette Ortiz
Manager, Ambulatory Care Department,
Baldwin Park

SIGNATURES

UNITED NURSES ASSOCIATIONS OF CALIFORNIA/UNION OF HEALTH CARE PROFESSIONALS
SPECIALTY CARE NURSES OF SOUTHERN CALIFORNIA (SCNSC)

/s/ Henry Nicholas
Henry Nicholas, President
National Union of Hospital and
Health Care Employees

/s/ Ken Deitz, RN, BSN
Ken Deitz, RN, BSN
President
UNAC/UHCP

/s/ Bill Rouse
Bill Rouse
Executive Assistant to the Officers
UNAC/UHCP

/s/ Suzanne Delaney, RN
Suzanne Delaney, RN
Chief Negotiator/Assistant Director of
Representation and Collective Bargaining
UNAC/UHCP

/s/ Carol Jones, RN
Carol Jones, RN
Staff Representative Lead, UNAC/UHCP

/s/ Arthereane McLaughlin, RN
Arthereane McLaughlin, RN
Staff Representative Lead, UNAC/UHCP

/s/ Linda Calderon, CNM
Linda Calderon, CNM
Baldwin Park

/s/ Laura Garcia, CNM
Laura Garcia, CNM
Riverside

/s/ Nancy Gomez, CNM
Nancy Gomez, CNM
Irvine

/s/ Freida Harary, CNM
Freida Harary, CNM
Woodland Hills

/s/ Holly Hurwitz, CNM
Holly Hurwitz, CNM
San Diego

/s/ Marci Salmon, CNM
Marci Salmon, CNM
Anaheim

/s/ Lisa Waldbaum, CNM
Lisa Waldbaum, CNM
Downey

/s/ Katie Cawthorne, CNM
Katie Cawthorne, CNM
San Diego

/s/ Nancy Gustafson, CNM
Nancy Gustafson, CNM
Riverside

/s/ Phyllis McGinnis, WOCN
Phyllis McGinnis, WOCN
Fontana

LETTERS OF UNDERSTANDING

1. Letter of Understanding – DEA Licensure

CNMs will be reimbursed for DEA licensure costs paid effective on or after the date of ratification of the Collective Bargaining Agreement. This benefit is applicable under the terms of the National Agreement and should the National Agreement cease to exist, so shall this benefit cease to continue.

The Parties agree that the following provisions have been previously agreed to during prior, separate rounds of bargaining between the Coalition of Kaiser Permanente Unions (CKPU) and Kaiser Permanente, are considered unpublished agreements of the 2012-2015 National Agreement, are binding on the Parties, and are subject to the National Agreement issue resolution process.

2. No Cancellation of Shifts

Applicable to all classifications in KFH (Hospital) and Hospice and Home Health departments.

Full time, part time, short hour and/or per diem employees, including employees confirmed to work extra hours/shifts, will not be canceled from any regularly assigned shift.

Employees may be reassigned to other departments (or recalled back to their original department) at any time during this period/shift. An employee may elect to go home without pay in lieu of accepting an alternative assignment or volunteer for unpaid time off.

In the absence of scheduling flexibility to address fluctuations in the daily census, a “no cancellations” commitment can be extremely costly. As a result, the parties will jointly review/assess where the practice of cancellation exists and develop processes and solutions to efficiently utilize staff in these situations, in preparation for an October 1, 2003 implementation date.

In addition, this cancellation provision acknowledges circumstances under which the cancellation language would be temporarily suspended on a regional basis. Any significant change in circumstances, such as financial or membership situations that result in staff/position reductions and/or need to apply the Employment and Income Security Agreement could necessitate the suspension of or discussion about the applicability of this provision region-wide.

3. Reimbursement of Medicare Part D Surcharge for Eligible Retirees

The Medicare Modernization Act of 2003 added a prescription drug benefit to the Medicare program in the form of premium subsidies for low income retirees. Kaiser Permanente implemented Medicare Part D effective January 1, 2006. The Patient Protection and

Affordable Care Act (PPACA) of 2010 reduced the Medicare Part D premium subsidies for retirees with incomes above \$85,000 per individual and \$170,000 per couple and added a surcharge for these high wage earning retirees ranging from \$12 to \$69 per month effective January 1, 2011.

Kaiser Permanente agrees to reimburse eligible individual retirees, as defined, who are being surcharged. The eligible individual retirees will be determined as the result of a two year "look back" that is based only on "active" KP W2 wages as opposed to retiree income. Where the resulting two year look back of active KP W-2 wages exceeds \$85,000, the retiree is determined to be eligible for surcharge reimbursement regardless of marital status. Eligible retirees will be reimbursed for a maximum period of two years. The reimbursements will be executed, beginning with a time table to be determined by KP, using the existing reimbursement process KP has in place for Medicare Part B.

4. Time Card Accuracy

Management will notify the CNM/WOCN prior to corrections being made to the timecard resulting in a change to total hours worked to ensure accurate and timely timekeeping procedures.

5. WOCN Trainee Promotions and Placement on the Wage Grid

UNAC/UHCP-represented Registered Nurses who accept a WOCN Trainee position will be red-circled to receive his/her current hourly rate of pay, or the Trainee WOCN hourly rate of pay, whichever is greater during the time spent in the WOCN Trainee position.

UNAC/UHCP-represented Registered Nurses who accept a WOCN Trainee position covered by this Agreement, and who successfully passes the training including obtaining requisite certifications, shall be placed on a KPMWON wage step that allows for a minimum five percent (5%) wage increase above his/her prior hourly wage rate or advanced hire criteria whichever is greater.

WOCN Trainees, who are external hires, will be placed on the wage structure on the WOCN Trainee wage line. Upon successfully passing the training including obtaining requisite certifications, the WOCN Trainee will be placed on the wage structure utilizing advance hire criteria as applicable.

6. Wage Rates Upon Transfer into Bargaining Unit

For any Registered Nurse who accepts a position covered by this Agreement and is not represented by UNAC/UHCP at the time he/she accepts the covered position, the parties agree to confer and mutually agree on the appropriate wage step placement.

7. Preceptor Criteria

Preceptor

The preceptor is an experienced and competent staff CNM/WOCN who serves as a clinical role model and resource person to new hires and new graduates. The preceptor is an individual who is selected to work alongside an individual who is new to the field, specialty or facility. The preceptor may have a reduced caseload while precepting. The preceptor role extends beyond basic orientation. The preceptor orients new hires and new graduates to their roles and responsibilities.

The primary role of the preceptor is:

- a. to insure the individual is exposed to all aspects of the job and gains the necessary experience and competency
- b. to assist in the evaluation of learning needs
- c. to provide input regarding the job performance

Process

Criteria:

Experience: Completed probation

Competency: completed competency validation

In good standing – not currently on a corrective action plan

For CNMs: credentialed and privileged

Selection

1. Qualified volunteers
2. If no volunteers, assigned rotation of qualified staff

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