

KAISER – UNAC/UHCP

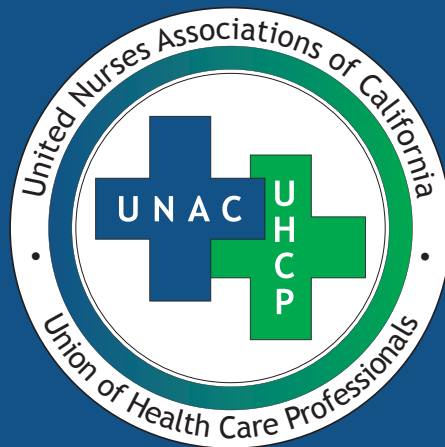
LABOR–MANAGEMENT AGREEMENT BETWEEN

KAISER PERMANENTE MEDICAL CARE PROGRAMS

AND

KAISER REGISTERED NURSES ASSOCIATION
AND MEDICAL PROFESSIONALS

UNITED NURSES ASSOCIATIONS OF CALIFORNIA
UNION OF HEALTH CARE PROFESSIONALS
NUHHCE • AFSCME • AFL-CIO



October 1, 2012 – September 30, 2015

TABLE OF CONTENTS

PREAMBLE	1
AGREEMENT	2
ARTICLE I RECOGNITION AND COVERAGE.....	3
ARTICLE II COURTESY.....	4
ARTICLE III RIGHTS OF MANAGEMENT	4
ARTICLE IV STRIKES AND LOCKOUTS	5
ARTICLE V MEMBERSHIP	5
ARTICLE VI NON-DISCRIMINATION.....	7
ARTICLE VII ASSOCIATION REPRESENTATION.....	7
ARTICLE VIII DISCIPLINE	9
ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE.....	11
ARTICLE X PROBATION AND EVALUATION	16
ARTICLE XI SENIORITY	18
ARTICLE XII JOB POSTINGS AND FILLING OF VACANCIES	21
ARTICLE XIII HEALTH CARE PROFESSIONAL VACANCIES.....	25
ARTICLE XIV NEW OR REVISED JOBS.....	25
ARTICLE XV HOURS OF WORK AND OVERTIME	26
ARTICLE XVI WORK/LIFE BALANCE TRADITIONAL TIME OFF PROGRAM	32
ARTICLE XVII COMPENSATION.....	43
ARTICLE XVIII LEAVES OF ABSENCE.....	50
ARTICLE XIX ADVANCE PRACTICE NURSE/PHYSICIAN ASSISTANT	57
ARTICLE XX HEALTH, DENTAL AND INSURANCE PLANS.....	60
ARTICLE XXI MEDICAL MALPRACTICE INSURANCE	66
ARTICLE XXII PENSION PLAN.....	67
ARTICLE XXIII EDUCATION	68
ARTICLE XXIV PART-TIME AND IRREGULARLY SCHEDULED	70
ARTICLE XXV SAFETY AND HEALTH	72
ARTICLE XXVI SAVINGS CLAUSE	72

ARTICLE XXVII	PRIOR BENEFITS AND POLICIES	72
ARTICLE XXVIII	DURATION	72
ARTICLE XXIX	REGISTERED NURSE WAGE SCHEDULE	73
WAGE STRUCTURE	.....	74
SIGNATURES	.....	77
LETTERS OF UNDERSTANDING	.....	80
INDEX	.....	97

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 Southern California Permanente Medical Group and Kaiser Foundation Hospitals, hereinafter referred to as the "Employer," United Nurses Associations of California/Union of Health Care Professionals (UNAC/UHCP), National Union of Hospital and Health Care Employees (NUHHCE), American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO and the following affiliate Associations: Kaiser Bakersfield Registered Nurses Association; Kaiser Downey Registered Nurses Association certified by the National Labor Relations Board under Case Number 21 RC 13303 dated April 3, 1974, for Medical Offices Registered Nurses, and under State of California Certification dated November 12, 1974; Kaiser West Los Angeles Registered Nurses Association certified by the National Labor Relations Board under Case Number 31 RC 4465 dated June 11, 1979; Kaiser South Bay Health Care Professional Association certified by the National Labor Relations Board under Case Number 31 RC 3845 dated January 3, 1978; Kaiser Ontario Vineyard Health Care Professionals Association; Kaiser Panorama Registered Nurses Association certified by the National Labor Relations Board under Case Number 31 RC 3656 dated November 30, 1976; Kaiser Sunset Registered Nurses Association certified by the National Labor Relations Board under Case Number 31 RC 2563 dated April 3, 1974 and Case Number 31 RC 5296 dated April 26, 1982; Kaiser Fontana Registered Nurses Association certified by State of California July 21, 1972; Kaiser Woodland Hills Registered Nurses Association as certified by the National Labor Relations Board under Case Number 31 UC 186 dated June 4, 1985; Kaiser San Diego Health Care Professionals Association as certified by the National Labor Relations Board under Case Number 31 RC 16704 dated April 6, 1983; Kaiser Riverside Health Care Professionals Association; Kaiser Orange County Professional Association, and Kaiser Baldwin Park Registered Nurses Association hereinafter referred to as the "Association."

100

ARTICLE I – RECOGNITION AND COVERAGE

- 101 The Employer hereby recognizes the Association as the sole bargaining agent representing all included Health Care Professionals 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 Health Care Professionals licensed to practice in the State of California and employed by the Employer at the following Medical Centers and their associated outlying Medical Offices and Inpatient facilities: Bellflower Medical Center, Fontana Medical Center, South Bay Medical Center, Panorama City Medical Center, Riverside Medical Center, Woodland Hills Medical Center, West Los Angeles Medical Center, the Mental Health Center, San Gabriel Valley Medical Center, Orange County Medical Center, Kaiser Ontario Vineyard Medical Center and Kern County Medical Center. In addition, all Registered Nurses and Registered Nurse Practitioners at Medical Office locations associated with the Los Angeles Medical Center (Sunset) are covered by this Agreement. Furthermore, Health Care Professionals 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. In addition, Physician Assistants working at the San Diego, Panorama City, South Bay, Orange County, Fontana, Riverside, West Los Angeles, Los Angeles Medical Center and Kern County facilities are also covered by this Agreement.
- 103 Excluded from coverage are the Nurse Anesthetist and 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 outlying Medical Office Buildings.
- 105 The Bargaining Unit shall be composed of all Health Care Professionals covered by this Agreement, as described in Paragraphs 102 and 103.
- 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 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 Association agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, 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.
- 302 The parties agree that the role of the Health Care Professional is to ensure the highest level of professional care.
- 303 However, the Employer agrees not to transfer or change the status of the existing Health Care Professional positions to an exempt status, other than those duties that are defined as supervisory functions under the definition of the National Labor Relations Act (NLRA).
- 304 The parties agree to work together to resolve issues concerning skill mix or changes in care delivery in the interest of quality patient care and the efficiency of operations. When the parties cannot agree, a three (3) person panel will be convened. The panel will be comprised of one (1) member from each organization (the Employer and the Association) and a neutral third (3rd) party to be selected by the Employer and the Association. The cost will be shared equally for the neutral party, while each will compensate their member.
- 305 The panel will review the issue(s) and each party's assessment of the issue(s). The panel will make a non-binding recommendation including an assessment of potential impact on patient care within fourteen (14) workdays after their meeting unless an immediate decision can be rendered. If the recommendation is not accepted by the parties, the issue(s) and recommendation will be referred to the Regional Manager and Medical Director (or their designees) for final determination; designees are limited to individuals reporting directly to the Regional Manager or Medical Director. The final determination consistent with their commitment to maintain and improve upon the high level of quality patient care of the panel of three (3) or the Regional Manager and Medical Director is not subject to the Grievance and Arbitration Procedure.
- 306 If positions are deleted based on the aforementioned process, the following efforts will be evaluated and revised as necessary during the term of the Agreement to ensure that layoffs do not occur, unless at the option of the affected Health Care Professional. Any reduction in hours or deletion of positions as a result of this process may be subject to the Article XI - Seniority provisions of the Collective Bargaining Agreement.

- 307 Relocation of the nurse to a vacant position within the Member Service Area (MSA) or to any location within a reasonable geographic distance.
- 308 Creation of service float pools for an Area or MSA.
- 309 Retraining to assume other vacant positions with Regional funding and the use of available State and Federal funding. It is understood, however, that critical vacancies requiring extensive training (such as O.R.) cannot be held open.
- 310 Placement in Per Diem positions with priority placement for all hours up to the employee's prior status. (Declined hours would count towards the Employer's commitment.)
- 311 Solicit for voluntary layoffs on a Region-wide basis and provide training to back fill positions vacated.
- 312 Any changes in the skill mix or care delivery system following this process will be reviewed by the parties at three (3) month intervals for the first (1st) year following implementation to determine if the desired patient care outcomes and satisfaction ratings for both patients and employees have been improved.
- 313 Further, the parties commit to the establishment of a Regional Level Work Force Planning Committee to identify areas where Health Care Professionals may be impacted by changes in care delivery systems, as well as areas for retraining to other clinical specialties. This training could include Home Health, Critical Care, Operating Room, or other areas identified. The Committee will convene within thirty (30) days of ratification.

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 Association agree that there will be no lockout by the Employer, and no strikes or other interruptions of work by the Association or its member Health Care Professionals 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 – MEMBERSHIP

- 501 Requirements
- 502 It shall be a condition of employment that all Health Care Professionals of the Employer covered by this Agreement shall remain members of the Association in good standing. For the purpose of this Article, membership in good standing is satisfied by the payment

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

503 Maintenance

504 Health Care Professionals who are required hereunder to maintain membership and fail to do so, and Health Care Professionals who are required hereunder to join the Association and fail to do so, shall upon notice of such action in writing from the Association to the Employer, be notified of their delinquent status and that the Association is requesting the delinquent monies. If the Health Care Professional 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.

505 New Health Care Professional Notice

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

507 Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Association with a master list of all employed Health Care Professionals who are subject to the provision of this Agreement giving names, addresses, classifications and dates of employment.

508 On or before the tenth (10th) of each month, subsequent to the establishment of the master list, the Employer will forward to the Association the names, addresses, classifications and dates of employment of new Health Care Professionals and the names of those Health Care Professionals who have resigned or who have been terminated.

509 Payroll Deduction of Association Dues

510 The Employer will deduct Association membership dues and initiation fees from the wages of each Health Care Professional who voluntarily agrees to such deductions and who submits an appropriate written authorization to the Employer, setting forth standard amounts and times of deduction. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written authorization or within a

fifteen (15) day period prior to the termination date of the current Agreement between the Employer and the Association, whichever occurs first. Dues deductions shall be made monthly and remitted to the Association.

511 Indemnification

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

513 Exemptions

514 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.

600 **ARTICLE VI – NON-DISCRIMINATION**

601 The Employer and the Association agree that there shall be no discrimination against any Health Care Professional or applicant because of race, color, religion, creed, national origin, ancestry, sex, age, physical disability, mental disability, veteran status or marital status as provided by law.

602 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.

700 **ARTICLE VII – ASSOCIATION REPRESENTATION**

701 Registered Nurse Committee

702 There shall be a Registered Nurse Committee which will meet with Management representatives of the Employer on a scheduled basis to review matters pertinent to this Agreement and to professional concerns. Specifically excluded from such meetings will be subjects under the grievance procedure. The RN Committee shall utilize the principles of the Labor Management Partnership (i.e. Interest Based Problem Solving, Consensus Decision Making, etc.).

703 The Management representatives will generally be a Medical Center Administrator, Nursing Executive or designee, Human Resources Leader and others as required by the Employer.

704 The Registered Nurse Committee will normally be comprised of the Local Affiliate Executive Committee.

- 705 A written agenda will be mutually agreed upon normally two (2) weeks prior to any scheduled meeting.
- 706 The Employer agrees that during the course of such meetings, members of the Registered Nurse Committee shall be afforded pay for time spent in such meetings, up to a maximum of two (2) hours pay. It is also agreed that those members designated by the Executive Committee who attend such meetings shall be paid for the actual time that may be needed in attendance, up to a maximum of two (2) hours pay.
- 707 Meetings may be scheduled on a monthly basis during the first (1st) year of the Agreement. Thereafter, meetings will be quarterly as requested by the Association. The Parties may mutually provide for additional meetings where a need exists.
- 708 The Employer recognizes the need for and will participate in meetings to discuss issues unique to specific groups of Registered Nurses such as Registered Nurse Practitioners. From time to time, the Registered Nurse Committee may suggest meetings of special ad hoc groups to resolve such issues.
- 709 Association Representatives
- 710 The Association will be allowed to appoint a reasonable number of Association Representatives to handle disputes as defined in the Grievance and Arbitration Article.
- 711 The Association Co-Chairpersons (or President where applicable) will be the Chief Representatives of the Association within the Medical Center.
- 712 Association Representatives (including Association Co-Chairpersons or President where applicable) will notify their immediate supervisor when required to participate in Association business during work hours. Association Representatives will be paid for time spent during scheduled work hours when participating in grievance or disciplinary meetings with Management. Requests for participating in Association business will not be unreasonably denied. Whenever possible, twenty-four (24) hours advance notification should be given to supervision. In instances when an Association Representative is required on short notice, i.e., the same day, the Association Representative will consult with their supervisor to arrange a satisfactory time.
- 713 There shall be no discrimination by the Employer against any Health Care Professional because of membership in or activity on behalf of the Association, provided that such activity does not interfere with the Health Care Professional's regular duties. Association Representatives shall not be transferred or reassigned to another area of work as a result of Association activities.

714 Association Leave of Absence

715 A Health Care Professional who becomes a Full-Time Association Officer may request and receive a leave of absence for Association business for two (2) calendar years. Upon completion of the two (2) year leave of absence, the concerned Health Care Professional must return to work for the Employer for one (1) full year prior to being eligible for another such leave. Requests for such leaves are to be submitted on the appropriate form provided by the Employer.

716 No Employer-paid benefits will apply to any part of an Association business leave of absence; however, the Health Care Professional shall continue to accrue Health Care Professional affiliate facility seniority during the leave. The Health Care Professional may elect to continue Health Plan Coverage, Dental Plan and Group Life Insurance coverage by paying the premiums during the period of leave.

717 Upon return from an Association leave of absence, the Health Care Professional shall be reinstated in the same assignment in which previously employed before commencement of the leave. However, if conditions have so changed that it would be unreasonable to so reinstate the Health Care Professional in the same assignment, the Employer will provide an assignment in a classification as may be reasonable under the circumstances and give the Health Care Professional first (1st) consideration for promotion and/or assignment when a comparable vacancy does occur.

718 Bulletin Boards

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

720 All material to be posted must receive prior approval of the Human Resources Leader. In lieu of the Association being able to obtain advance approval, one (1) file copy will be provided the Employer.

800 ARTICLE VIII – DISCIPLINE

801 The Employer shall discipline, suspend or discharge any Health Care Professional for just cause only.

802 All Health Care Professionals shall have the right to have an Association Representative present at any meeting with supervisors or Management representatives when such meetings are accusatory or disciplinary in nature. Management will advise the concerned Health Care Professional if the intent of the meeting is to be investigatory, accusatory or disciplinary in nature.

- 803 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 an Association Representative is present during the termination, the Association will be deemed to have been notified. Receipt by a Local Affiliate officer of the Notice of Disciplinary Action will constitute notification as referred to in this Paragraph.
- 804 If the Association is not notified within seven (7) workdays, the termination will be considered automatically appealed to Step Two of the Grievance Procedure.
- 805 Health Care Professionals will receive copies of all disciplinary notices placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttal shall be attached to the disciplinary notice and placed in the personnel file. Any materials relating to discipline for which there has been no reoccurrence for one (1) year shall not be used as a basis for progressive discipline in any future matters and will be removed after one (1) year. The Health Care Professionals shall have the right to review their personnel files to ensure the outdated disciplinary notices have been removed.
- 806 It is the intent of the Employer to utilize progressive discipline in normal circumstances. The 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 discipline imposed may include any or all of the following: written Notice of Disciplinary Action, suspension and/or discharge. However, Health Care Professionals may be discharged for gross misconduct or gross neglect of duty without prior warning.
- 807 Personnel Record Information
- 808 The Employer shall provide copies of Notices of Disciplinary Action to the appropriate Association Co-Chairperson within five (5) workdays. In the event an Association Representative is present during the discipline, the Association will be deemed to have been notified. The Employer shall notify a Local Affiliate officer when Alternative to Discipline is being utilized. The Local Affiliate officer will be provided with the name of the employee, the date of the meeting and the level of Alternative to Discipline within five (5) workdays of the meeting.
- 809 All Notices of Disciplinary Action are subject to the Grievance and Arbitration Procedure except notices of termination issued to probationary employees as referenced in Paragraph 1006.
- 810 The Employer further agrees, upon request, with the written consent of the Health Care Professional and accompanied by the Health Care Professional, to show the Association

Representative any material in the personnel record which is germane to an alleged infraction by the Health Care Professional, in accordance with established procedures.

811 In any case where the Employer and Association Representative agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.

812 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.

900 ARTICLE IX – GRIEVANCE AND ARBITRATION PROCEDURE

901 Grievance Procedure

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

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

904 Association grievances filed on behalf of a group of Health Care Professionals in more than one (1) affiliate will be filed directly at Step Three by an Association State Officer or Staff Representative within thirty (30) calendar days after the Association had knowledge, or should have had knowledge, of the event which caused the grievance or complaint.

905 First Step

906 A Health Care Professional who believes a grievance or complaint exists will discuss such matter with the immediate supervisor, with or without an Association Representative present, as the Health Care Professional may elect. In the event the dispute remains unresolved, the Health Care Professional may submit a grievance in writing within thirty (30) calendar days after the Health Care Professional 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.

- 907 After a grievance or complaint has been submitted to the immediate supervisor, the supervisor shall respond in writing to the Health Care Professional within ten (10) calendar days.
- 908 Second Step
- 909 If the grievance is not resolved, nor an answer received from the supervisor in the first step within the specified time, the grievance shall be reduced to writing on the standard form provided by the Association. Within fifteen (15) calendar days, the Association Representative shall submit the written grievance to the local area Human Resources Leader or designee.
- 910 The Second Step hearing is to be convened within ten (10) calendar days with the appropriate Clinical Director or Department Administrator for the Hospital or for the Medical Office, and the Human Resources Leader or designee for the Employer, and the Association Co-Chairperson, Association Representative, and the grievant as required for the Association. Nursing expertise will be made available where required.
- 911 The Second Step answer is to be made by the Human Resources Director, or designee, within ten (10) calendar days following conclusion of the hearing. The Second Step answer will also be forwarded to the State Office. While there is not a penalty for failure to send to the State Office, absence of such does not mitigate the Employer's commitment to comply.
- 912 Third Step
- 913 Appeals to the Third Step of the grievance procedure must be made within ten (10) calendar days following the date the Step Two answer was received. Appeals will be directed to the Regional Labor Relations Department.
- 914 A Third Step hearing will be held at a time mutually agreed upon by the parties. A representative of the Regional Labor Relations Department shall preside for the Employer, and a State Officer or Staff Representative for the Association. Either party may include additional representatives at the Third Step who have been involved in the grievance in prior steps.
- 915 The Third Step answer is to be made within ten (10) calendar days following conclusion of the hearing(s).

916 Arbitration

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

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

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

920 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.

921 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.

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

923 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.

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

925 Mediation

926 A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.

927 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.

- 928 The expenses and fees of the Mediator shall be shared equally by the parties.
- 929 Attendance at mediation sessions shall be limited to the following:
- Association: Spokesperson
Assigned Association Officer
Grievant
 - Employer: Spokesperson
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.
- 930 Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.
- 931 The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each parties' spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- 932 Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.
- 933 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.
- 934 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.
- 935 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.
- 936 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.

- 937 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.
- 938 Should the mediation be scheduled during the grievant's shift, the grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Association observers may request time off for Association business without pay.
- 939 General
- 940 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.
- 941 A grievance involving paycheck clerical errors may be presented up to one (1) year from the date of such error.
- 942 Either party may elect to include additional representatives at any step of the Grievance Procedure.
- 943 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.
- 944 Time Limits
- 945 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.
- 946 If the Employer does not act within the time limits provided at any step, the Association may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer's response shall be the date of the postmark or the date received by the Association.
- 947 If the Employer is not responding in a timely fashion, the Association will appeal the grievance expeditiously, without the Employer's response.

948 Access Rights of Association Representatives

949 Officers and Representatives of the Affiliate Association and/or State Association shall be permitted access to the Employer's facilities. The Employer shall permit the State Association Representatives to conduct Association business provided the Human Resources Leader is notified and that no interference of the work of Health Care Professionals shall result. If it is necessary for Representatives to conduct Association business during other than normal business hours, the Human Resources Leader or, if not available, nursing supervision should be notified.

950 The parties agree to the value of the Association meeting with newly hired Health Care Professionals who are Bargaining Unit Members. As a result, the local affiliate officers shall have access to New Employee Orientation to meet with the newly hired Health Care Professionals.

951 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 affiliate officers or designee(s) shall meet with newly hired Health Care Professionals. If agreement is not reached, the issue shall be placed upon the Association Representative and the appropriate Labor Relations Representative. Should agreement not be reached, the dispute shall be placed immediately before a third party neutral.

1000 **ARTICLE X – PROBATION AND EVALUATION**

1001 New Hire Probation

1002 Each newly hired Health Care Professional, those hired after a break in continuous service, and those who transfer from another represented or unrepresented employee group, or region (with the exception of Health Care Professionals who are hired into one UNAC/UHCP affiliate from another UNAC/UHCP affiliate), will serve a basic ninety (90) calendar day probationary period. All new Health Care Professional graduates' probationary period will begin upon completion of orientation. Upon completion of the original period, if the Health Care Professional cannot be properly evaluated for purposes of retention, the Employer may extend the new hire probationary period up to an additional sixty (60) calendar days, and the Health Care Professional will be advised of the extension and the purpose.

1003 During each newly hired Health Care Professionals probationary period, Management will notify the Association immediately upon identification of any performance issues which need to be addressed. Notification will result in a joint meeting to include the Health Care Professional, Management representatives, and Local Affiliate representatives in an attempt to resolve the issues. Notice is not required if the Health

Care Professional is successfully completing the probationary period. Midway through the probationary period, the Association will meet with the Health Care Professional to address issues and/or concerns that the Health Care Professional may have.

- 1004 Probationary periods may be extended by any absences.
- 1005 Nothing in this Article implies a delay in the Health Care Professional becoming a member in good standing of the Association.
- 1006 During the probationary period, a Health Care Professional may be dismissed for any reason without recourse to the grievance procedure. However, this does not preclude a probationary employee from filing grievances related to contractual violations or disputes such as pay errors, improper cancellation, etc.
- 1007 Orientation for newly hired Health Care Professionals shall take place within the first (1st) sixty (60) calendar days of employment, the purpose being to better acquaint the Health Care Professional with the Employer's operations as an aid in developing the best employment relationships.
- 1008 A list of all new Health Care Professional orientees covered by this Agreement will be sent to the Association Representative. During the orientation, the Human Resources Leader will distribute a copy of this Agreement and an introductory letter prepared by the Association, approved by Management, describing the Association and informing all new Health Care Professionals who their Association Representatives are and their locations in the Medical Center.
- 1009 Health Screen
- 1010 Prior to or during the first (1st) thirty (30) days of employment, each Health Care Professional shall be given, and is required to successfully complete a health screen.
- 1011 Performance Evaluation
- 1012 All Health Care Professionals will be reviewed annually by their Supervisor. All Health Care Professionals will be given an opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. Copies of such material shall be given to the Health Care Professional at the time such documents are issued. The Health Care Professional may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form. Any area indicated as improvement needed on the evaluation form will be re-discussed with the concerned Health Care Professional approximately six (6) months after the issuance of the evaluation. The Health Care Professional shall sign and date such material only as proof of receipt. The Performance

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

1100

ARTICLE XI – SENIORITY

1101 General

1102 Health Care Professional affiliate facility seniority as used in this Agreement shall be defined as the period of continuous service beginning with the date the employee enters a Health Care Professional classification in an affiliate facility included in this Agreement. Affiliate facility seniority shall be utilized for the purposes of job bidding, vacation and holiday selection, reductions in force, transfers and promotions. Although eligibility dates may be adjusted to reflect service, affiliate facility seniority for Health Care Professionals is always the date he/she enters a Health Care Professional classification at a UNAC/UHCP affiliate facility included in this Agreement, and is not adjusted. This shall apply to both Full-Time and Part-Time Health Care Professionals; except for the purposes of promotions and transfers, total number of hours worked will be used to determine affiliate facility seniority for Part-Time and per diem Health Care Professionals. When a Health Care Professional transfers to another Kaiser UNAC/UHCP affiliate facility, the affiliate facility seniority date for all purposes will be adjusted to reflect that start date. In the event that such Health Care Professional returns to their original facility within six (6) months of the date of transfer, the Health Care Professional will retain all previously accrued service credit for wages and benefits, and will retain all previously accrued affiliate facility seniority. In this situation, all time is counted for seniority including the time that Health Care Professional was outside his or her original facility (the Health Care Professional is treated as though he or she never left the original facility).

1103 When a Health Care Professional's eligibility date is adjusted, the local Human Resources Office shall notify the Health Care Professional in writing of such change.

1104 On an annual basis, either party may request the review of departmental/unit level seniority lists for purposes of determining the accuracy of such.

1105 Reduction in Force and Recall

1106 Force reduction and recall shall be accomplished by department and classification. In a reduction in force, the principle of affiliate facility Health Care Professional seniority shall govern. Force reduction shall be implemented on an entity basis. The Employer will give reasonable notice of any reduction in force.

- 1107 A Health Care Professional whose position has been eliminated in a force reduction will be placed into any vacant position of the same status for which the Health Care Professional is qualified. If no such position exists, the affected Health Care Professional may displace the least senior Health Care Professional, within his/her status, provided he/she is qualified for said position. If the affected Health Care Professional is the least senior Full-Time Health Care Professional, he/she may displace the least senior Part-Time Health Care Professional. In the event the displacing Health Care Professional does not meet the requirements for the position held by the junior Health Care Professional, the position held by the next least senior Health Care Professional may be claimed, provided the entry level requirements are met and so on. The Health Care Professional displaced by such action shall be placed on layoff status. In the event an employee does not select a vacant position or elect to displace a less senior employee, he/she may elect voluntary layoff. In this case, recall provisions will apply.
- 1108 A Health Care Professional affected through the application of Paragraph 1106 shall be placed on a recall list for twelve (12) months for preferential consideration for a position comparable to their previous position. Health Care Professionals who decline an offer for a comparable position or who voluntarily transfer to another position will be removed from the preferential list.
- 1109 A Health Care Professional whose position is to be eliminated due to a force reduction shall have ten (10) days from notification of reduction to exercise affiliate facility seniority in the foregoing manner. In the event such seniority is not exercised, the Health Care Professional shall be placed on layoff status.
- 1110 Laid off Health Care Professionals shall be listed, by Health Care Professional affiliate facility seniority, on a recall list and will be subject to recall for a period of twelve (12) months.
- 1111 Loss of Seniority
- 1112 A Health Care Professional shall lose affiliate facility seniority, as specified in this Article, as a result of any of the following:
1. Voluntary termination of employment
 2. Discharge for just cause
 3. Failure to return from a Leave of Absence
 4. Failure to return to work following recall
 5. Retirement.

1113 Return to the Bargaining Unit

- 1114 A Health Care Professional who transfers out of the bargaining unit to another job with the Employer not covered by this Agreement, shall have full return rights to a comparable job or all lower rated jobs in the affiliate facility, provided that such return occurs within a six (6) month period. In this situation, all time is counted for affiliate facility seniority including the time that the Health Care Professional was out of the affiliate facility (the Health Care Professional is treated as though they never left the affiliate facility).
- 1115 A Health Care Professional who transfers out of the bargaining unit to another job with the Employer not covered by this Agreement and who returns to the bargaining unit at the same affiliate facility following the six (6) month period, shall retain all previously earned service credit. Previously accrued affiliate facility seniority will be retained solely for the purpose of a reduction in force. Affiliate facility seniority for bidding on jobs, vacation and holiday selection shall begin to accrue on return to the unit.
- 1116 A Health Care Professional who has six (6) months of service and who terminates employment and returns to the bargaining unit within six (6) months will retain all previously accrued service credit for wages and benefits, and will retain all previously accrued affiliate facility seniority. Prior sick leave credit will be restored for employees rehired within six (6) months.

1117 Cancellations (KTO)

- 1118 In the event it is necessary for the Employer to cancel Health Care Professionals, the Health Care Professionals 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/Irregularly Scheduled Part-Time on Additional Hours
 6. Irregularly Scheduled
- 1119 If a Health Care Professional receives a MKTO which puts her/him below scheduled hours in a pay period, s/he may request to be placed on a Priority List for a comparable shift and units for which s/he is qualified at non-premium overtime rates. When work is available, it will be offered first to Health Care Professionals on the Priority List by affiliate facility seniority, by rotation. If work is declined or assumed, the Health Care Professional is removed from the Priority List. If a Health Care Professional receives more than one (1) MKTO in a pay period and has not worked additional hours, s/he has the option of displacing a Per Diem Health Care Professional's work shift in that

schedule and an additional schedule, for a total of two (2) schedules for units for which s/he is qualified. Priority assignment is only applicable provided no premium overtime results.

- 1120 In the event it is necessary to cancel additional Health Care Professionals, such shall be done by unit, on a rotational basis of Health Care Professionals, including Charge Registered Nurses, with less than seven (7) years of affiliate facility seniority. If no Health Care Professional on the unit has less than seven (7) years of affiliate facility seniority, all Health Care Professionals will be included in the rotation, including Charge Registered Nurses.
- 1121 It is understood that KTO will be distributed equitably on the aggregate.
- 1122 Health Care Professionals will assist Management in setting up the rotation and tracking whose turn it is to be on KTO.
- 1123 Employees KTO'd, may use their vacation/Personal days for the day on which they were KTO'd.

1200 ARTICLE XII – JOB POSTINGS AND FILLING VACANCIES

1201 Job Postings

- 1202 All Health Care Professional job vacancies, in classifications covered by this Agreement, will be posted for seven (7) calendar days. In the event that a position is posted as "willing to train," such position shall be awarded to the most senior applicant. All job postings shall be provided to the Local Affiliate Co-Chairs/Presidents at the time of posting. This shall occur in either paper or electronic format. All qualified Health Care Professionals who submit transfer or promotion requests after the seven (7) day posting period shall be given equal consideration with outside applicants, and if all candidates (internal and external) are equally qualified at the conclusion of the screening and interview process, said candidates will be given preference first by the local affiliate where the job is posted, then by outside KP affiliates. The tiebreaker for purposes of this paragraph will be the date of hire as a KP Health Care Professional. It is understood that Management maintains the final hiring decision.
- 1203 Health Care Professionals shall be eligible to transfer to a job opening three (3) times within a calendar year starting from their date of hire. New hires will be allowed one (1) transfer during their probationary period, provided that the position would otherwise be filled from the outside. Such transfers will be considered one (1) of the three (3) allotted annual transfers.

- 1204 Any specific job requirements for particular job openings, which demand special qualifications, will be listed on the posted Notice of Job Opening. If Management modifies or changes the job requirements after the position is posted, the position will be re-posted and previous applicants as well as new applicants will be considered for the new posting. The Employer will notify local affiliate officers of any re-posting of positions. Regional job qualifications will be reviewed, modified or amended annually or as requested by either party. The review will be conducted by the Levels Review Committee with the addition of the appropriate stakeholders (e.g., UNAC/UHCP, Labor Relations, Human Resources, Hospital/Medical Group representatives, etc.).
- 1205 The Association recognizes the right of the Employer to establish job requirements for all positions in the UNAC bargaining unit and to change such requirements from time to time as necessitated by efficient operations and quality patient care. In all cases, job requirements shall be reasonably related to work performed. The State Office will be notified when the Employer modifies or changes job requirements. The Association reserves the right to object to any job requirement through the grievance procedure. In any such grievance, the Employer shall have the burden of proof that the protested job requirement is reasonably related to the work performed.
- 1206 Notice of Vacancies
- 1207 The Human Resources Office will advise the Local Affiliate Co-Chair/President in writing of all job vacancies, regular and temporary. Such notice will be given within ten (10) days from the date of the job opening. In the event that Management decides not to fill a vacancy, the Local Affiliate Co-Chair/President will be informed via electronic or paper format at the time such decision is made. A process will be jointly developed locally to provide the RN Committee with a quarterly update regarding status of vacant positions not posted.
- 1208 Filling of Vacancies - Promotion
- 1209 "Promotion" shall mean a change in classification to a Senior or Charge Nurse position, or a Registered Nurse hired into a Registered Nurse Practitioner or Physician Assistant position. Promotions to a Registered Nurse Practitioner position shall be handled in accordance with Article XIX.
- 1210 Registered Nurses who have applied for promotion will be considered for placement based on the following criteria and in the order set forth:
1. Meets requirements of job opening
 2. Has demonstrated ability
 3. Registered Nurse affiliate facility seniority

- 1211 Wherever the qualifications and demonstrated abilities of two (2) or more Health Care Professionals bidding for the same job opening are relatively equal, then individual Health Care Professional affiliate facility seniority shall be the determining factor in filling the said opening.
- 1212 When two (2) or more Health Care Professionals hold the same Health Care Professional affiliate facility seniority date, the Health Care Professional who has the earliest dated employment application form from which the Health Care Professional was originally hired shall prevail. In the event the preceding is insufficient to determine a relative affiliate facility seniority position, affiliate facility seniority will be determined by lottery.
- 1213 Health Care Professionals who qualify for and are accepted for promotion, as specified above, shall receive a new job trial period of sixty (60) calendar days for Full-Time Health Care Professionals and forty (40) working days for Part-Time Health Care Professionals. Should the Health Care Professional fail to meet the requirements of the new job, the Health Care Professional may be returned to the former job assignment, or to a comparable job in the classification held prior to promotion. A comparable job is defined as either on the same shift or in the same unit as previously held. The Health Care Professional may personally elect to return to the former job within the new job trial period. If during the trial period, a Health Care Professional voluntarily elects to return to their former job, the next affiliate facility senior qualified bidder will be awarded the position. If during the trial period, a Health Care Professional is returned to their former job assignment or comparable position on a non-voluntary basis, the position will be re-posted and previous applicants for that position, as well as new applicants for the position will be considered in filling the vacancy.
- 1214 Filling of Vacancies - Transfer
- 1215 "Transfer" shall mean a change from one position to another position, except as specified in Paragraph 1209.
- 1216 Health Care Professionals shall be eligible to apply for transfer. In granting shift, department and entity transfers, such transfers will be granted on the basis of affiliate facility seniority provided the Health Care Professional meets the posted job requirements. Health Care Professionals who are transferred to another assignment shall undergo a new job trial period of thirty (30) calendar days for Full-Time Health Care Professionals and twenty (20) working days for Part-Time Health Care Professionals. For transfers resulting in a move to any of the Specialty Units, as defined in Paragraph 1722, the Emergency Room, into a Public Health Nurse position, or a Home Care position, the trial period will automatically be extended an additional thirty (30) calendar days for Full-Time Health Care Professionals and twenty (20) working days for Part-Time Health Care Professionals. Should the Health Care Professional fail to qualify for the new assignment, or elect to return to the former assignment during the trial period, the

Health Care Professional shall be returned to the former or comparable assignment. If during the trial period, a Health Care Professional voluntarily elects to return to their former job, the next affiliate facility senior qualified bidder will be awarded the position. If during the trial period, a Health Care Professional is returned to their former job assignment or comparable position on a non-voluntary basis, the position will be re-posted and previous applicants for that position, as well as new applicants for the position, will be considered in filling the vacancy.

- 1217 The Employer may request an extension of the trial period for transfers for a period of time not to exceed an additional thirty (30) calendar days. Such extensions will be made with the mutual consent of the Association and the Health Care Professional will be so advised of the purpose and the duration.
- 1218 Affiliate facility seniority will be considered in granting positions in educational training courses offered by the Employer for the Specialty Units as defined in Paragraph 1721. In addition, Health Care Professionals will be given first opportunity for enrollment in training programs over new graduates, inexperienced new hires and interim permittees.
- 1219 Inter-Facility Transfer or Promotion
- 1220 When a Health Care Professional transfers from one UNAC/UHCP affiliate facility to another UNAC/UHCP affiliate facility unit, the Health Care Professional will be treated as a transfer or promotion pursuant to this Article.
- 1221 The Employer agrees that UNAC/UHCP Health Care Professionals transferring from a Kaiser Permanente medical care facility within the Southern California Region to a Medical Center where another UNAC/UHCP Agreement is in effect, will retain their full length of service provided that the time between leaving the other facility and commencing employment under such Agreement does not exceed six (6) months for purposes of accruing vacation, sick leave, Personal days, retirement benefits and tenure salary step.
- 1222 Inter-Regional Transfer
- 1223 Health Care Professionals transferring to the Southern California Region from another region will receive previous service credit for benefits and placement on the wage structure.
- 1224 Notification Regarding Transfer Request
- 1225 Health Care Professionals who have applied for either transfer or promotion will be notified in writing within three (3) weeks after the position has been filled as to the granting of the posted position.

1226 Once notified of the granting of a position, the concerned Health Care Professional will acknowledge acceptance of the position within twenty-four (24) hours.

1227 Notice of Termination

1228 In recognition of difficulties which may be imposed on the Employer to obtain and train replacements for Health Care Professionals who terminate, Health Care Professionals who plan to terminate their employment should submit written notice of their intended resignation to the Employer as far in advance as possible, allowing at least two (2) weeks' notice.

1300 ARTICLE XIII—HEALTH CARE PROFESSIONAL VACANCIES

1301 If a Health Care Professional position under this Agreement becomes vacant and the Employer chooses either to not fill the position or to fill it with a non-Health Care Professional employee, the Employer shall notify the State Association of such decision. The Employer shall meet at the Association's request to discuss the reason for such decision.

1302 In the event the Employer fails to notify the Association as outlined above, the Nursing Director for the Hospital or the Medical Group Administrator for the Medical Group will personally meet with the Association, upon their request, to discuss the reasons for such, and the reason that the Association was not notified. As a result, the subject position may be returned to the bargaining unit.

1400 ARTICLE XIV – NEW OR REVISED JOBS

1401 At such time as the Employer establishes a new Health Care Professional 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.

1402 Job Description and Rate

1403 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.

1404 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.

- 1405 Such description and proposed rate shall be presented to the State Association in writing prior to the assignment of any employee to the job. The purpose of this action will be to discuss the content of the job description and reach agreement with the State Association on the proposed rate.
- 1406 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.
- 1407 Rate Trial Period
- 1408 In the event no agreement is reached on the rate, the Employer may place the proposed rate into effect, and the Association may use the grievance procedure in objecting to the permanent rate for the job.
- 1409 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.
- 1410 Permanent Rate
- 1411 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.
- 1412 Should the Association believe that a job has been significantly changed or a new job established without use of the above procedure, the Association may file a grievance regarding such change, in which event any change in rate shall become effective beginning with the date such grievance is filed.

1500 ARTICLE XV – HOURS OF WORK AND OVERTIME

1501 Workweek and Pay Periods

- 1502 A workweek shall consist of a seven (7) day period beginning at 12:01 a.m., Monday, or at the shift changing hour nearest that time. In order to provide the most advantageous workweek scheduling for the Hospital Health Care Professionals, the Employer shall continue its existing practice at the hospitals of beginning the payroll week as of 12:01 a.m., Sunday. In order to accommodate every other weekend off scheduling, this practice may be extended upon mutual agreement to other areas.
- 1503 A payroll period shall consist of the two (2) consecutive workweeks preceding payday.

1504 Shifts and Starting Times

1505 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.

Night: Shifts beginning at 10:00 p.m., up to and including 2:00 a.m.

1506 Health Care Professionals 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.

1507 Schedules and Posting

1508 The Employer will have a monthly, or four (4) week, work schedule reflecting holidays and days off, and the schedule will be posted at least fourteen (14) calendar days in advance.

1509 Scheduling:

Each unit shall develop and print a "Draft" schedule. This draft schedule shall be posted:

1. Thirty-five (35) to twenty-eight (28) calendar days prior to the commencement of the schedule. This time period shall be to allow Part-Time Health Care Professional's time to provide availability and to be scheduled up to forty (40) hours at straight time in a workweek on an equitable basis.
2. Twenty-eight (28) to twenty-one (21) calendar days prior to the commencement of the schedule. This time period shall be to allow per diem Health Care Professional's time to provide availability and to be scheduled up to forty (40) hours at straight time in a workweek on an equitable basis.
3. Twenty-one (21) to fourteen (14) calendar days prior to the commencement of the schedule. This time period shall be to allow the appropriate management representative time to review the scheduling prior to posting.
4. Fourteen (14) calendar days prior to the commencement of the schedule, the schedule shall be posted per the CBA.

1510 The primary responsibility for scheduling rests with the individual Nurse Supervisors. Nothing in the foregoing shall preclude the Association from discussing scheduling matters at the Health Care Professional Committee meetings.

- 1511 If, 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, the Employer shall notify and confer with the Association to arrange mutually satisfactory schedules. In such instances, and where possible, the Employer will consider the preferences of the concerned Health Care Professional, however, it is understood that the right to establish such rests with the Employer.
- 1512 When the Employer identifies a need to permanently change hours of operation or permanently expand clinic schedules, Management will notify the Association in writing, and provide at least thirty (30) days notice to the affected staff. In unforeseen, extenuating circumstances, the parties will agree to waive the thirty (30) day notice. This language does not mitigate the parties obligation to bargain over the effects of such changes.
- 1513 The standard workday shall be eight (8) hours of work, and the standard workweek shall consist of forty (40) hours of work. In the event an altered work day is determined to be appropriate, the workday may be four (4) hours up to twelve (12) hours. Once an altered work day is posted, the number of hours per day shall remain constant for that position.
- 1514 Daily overtime (over eight (8) hours in a twenty-four (24) hour period) will not apply in the event the Health Care Professional is pre-scheduled to commence work earlier than the preceding day and no more than three (3) hours are involved, or if the request is made by the individual Health Care Professional(s). "Pre-scheduled" is referring to the posted four (4) week schedule. The work day is defined as the twenty-four (24) hour period beginning when the Health Care Professional commences work and the twenty-four (24) hour clock remains set until the Health Care Professional is not on the clock at the end of the preceding twenty-four (24) hour period. The twenty-four (24) hour clock remains constant until there is a period greater than twenty-four (24) hours before the next shift commences.
- 1515 Daily overtime (over eight (8) hours in a twenty-four (24) hour period) will not apply in the event the Health Care Professional is prescheduled to commence work earlier than the preceding day and no more than three (3) hours are involved, or if the request is made by the individual Health Care Professional(s).
- 1516 Health Care Professionals shall receive two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in any one (1) workday and for the seventh (7th) consecutive day worked in a workweek. Paid unworked hours will not count in the computation of seventh (7th) consecutive day premium.

- 1517 Health Care Professionals shall receive two and one-half (2 1/2) times their regular rate of pay for all hours worked in excess of sixteen (16) hours in any one (1) workday and all hours worked on a designated holiday.
- 1518 Experimental/Alternative Work Schedules
- 1519 In an effort to address the nurse shortage and to make our organization a more desirable Employer, Management, together with Health Care Professionals of representative units, may be experimenting with a variety of new schedules during the term of this Agreement. These may include, but are not limited to:
- Flex time
 - Job sharing
 - Monday – Friday schedules for more senior employees
 - Ten (10) or twelve (12) hour shifts (at straight time if the ten (10) or twelve (12) hour shifts are implemented solely to accommodate the requests of Health Care Professionals)
 - Scheduling by nurses on a particular unit
- 1520 It is understood that individual nurses may waive applicable overtime/premiums in order to achieve more favorable scheduling. Overtime/Premiums may not be waived if it results in the Health Care Professional working double shifts, or double backs in a twenty-four (24) hour period, or over forty (40) hours in a workweek.
- 1521 No Pyramiding of Overtime
- 1522 Payment of overtime or premium rates shall not be duplicated for the same hours worked. To the extent that hours are compensated for at overtime/premium rates under one (1) provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, except that where two (2) or more overtime/ premium provisions apply, the greater will prevail.
- 1523 The Employer shall attempt to distribute overtime work among Health Care Professionals, subject to qualifications, in each unit on each shift on an equitable basis.
- 1524 A lapsed period of thirty (30) hours from the time a Health Care Professional last worked until the Health Care Professional commences work again shall constitute a day off for the purposes of this Paragraph. A minimum of two (2) hours must be worked for the day to count as a day worked for the purposes of seventh (7th) consecutive day premium pay.

- 1525 All overtime worked by a Health Care Professional shall be authorized in advance. If not possible to secure authorization in advance on the day overtime must be worked, the Health Care Professional shall justify the overtime, on the day worked, and the reasons therefore.
- 1526 Weekend Scheduling
- 1527 Every Health Care Professional shall be regularly scheduled so they are assured every other weekend off.
- 1528 Should individual Health Care Professionals desire not to be regularly scheduled with every other weekend off, they should so advise the Employer. Subject to staffing requirements, the Employer may grant this individual request. Requests from night shift Health Care Professionals shall be granted, whenever practicable, to ensure the night shift consecutive nights off.
- 1529 Health Care Professionals shall receive time and one half (1 1/2) their regular rate of pay for all hours worked on the second (2nd) consecutive weekend and alternating consecutive weekends thereafter, except when such scheduling results from the request of the Health Care Professional, or when a Health Care Professional has been hired to work a weekend only position, and has signed a waiver of premium pay for consecutive weekends worked. Per Diem staff are eligible for applicable consecutive weekend premium.
- 1530 Weekend shall mean Saturday and Sunday, except in the case of the night shift which shall mean Friday and Saturday.
- 1531 In the event of a major catastrophe, the Association shall waive this section.
- 1532 Minimum Call-In Pay
- 1533 A Health Care Professional called in or scheduled to work on any day will receive a minimum of two (2) hours reporting pay. If during the two (2) hour period there is no work for the Health Care Professional, the Employer may assign the Health Care Professional to other Health Care Professional duties, as qualified. The two (2) hour pay shall be paid at premium rates, if applicable.
- 1534 A Health Care Professional called for more than two (2) hours work shall receive pay for actual hours worked.
- 1535 Job Sharing
- 1536 If two employees in the same job classification within the same department identify a personal need or desire to reduce their Full-Time forty (40) hour work schedule to a Part-

Time twenty (20) hour work schedule on a temporary basis, not to exceed one year (unless extended by mutual agreement), he/she may submit a request to Job Share. The position vacated by the implementation of job sharing will be posted in accordance with the Collective Bargaining Agreement. Such requests must be congruent with operational needs (i.e., quality of care, quality of service, etc.). The following terms and conditions apply to job sharing:

- Employees who have passed their probationary period and have satisfactory job performance are eligible to participate in job sharing.
- Requests to Job Share must be approved by the departmental manager, Human Resources, Labor Relations and a representative of UNAC/UHCP.
- Job sharing participants must have comparable skills.
- Job sharing participants will not be scheduled to work less than forty (40) hours per pay period.
- Job sharing participants may not be scheduled for more than forty (40) hours per pay period without the approval of management, unless providing the required coverage for vacations, long term leave, etc.
- Job Performance of both Job Share participants must remain at a satisfactory level.
- Job Share participants are expected to cover each other for planned and long-term absences (i.e., vacation, educational leave, MLOA, etc.), but are not expected to cover unplanned absences (sick call, bereavement, etc.).
- Job Share participants will have their status and benefits changed to reflect the change in scheduled hours.
- If either employee elects to discontinue job sharing, the most senior employee will revert to Full-Time and the less senior employee will be required to bid into a vacant positions.
- If one of the Job Share pair terminates or transfers out of the department the remaining employee will revert to their previous Full-Time position.
- Job Share participants will be required to enter into and sign a Job Share Agreement that explicitly sets forth the terms and conditions for job sharing, including benefits coverage. However, those Health Care Professionals who are currently in an agreed upon Job Share Agreement prior to October 1, 2005, shall be grandfathered under their current Agreement.
- Either the Employer or Job Share participants may elect to terminate the Job Share Agreement by providing a minimum of thirty-30 day's written notice.

1600

ARTICLE XVI

WORK/LIFE BALANCE TRADITIONAL TIME OFF PROGRAM

1601 The Employer has an Earned Time Off Program which has three (3) components, as follows:

1. Designated Holidays
2. Earned Time Off
3. Extended Sick Leave and Income/Extended Income Protection

Effective June 1, 2001, the Employer will replace the Earned Time Off Program with a Work/Life Balance Traditional Time Off Program that will have four (4) components as follows:

1. Vacation Days
2. Sick Leave Days
3. Designated Holiday
4. Personal Days

1602 Life Balance/Personal Days - Refer to National Agreement Section 1, #3, Attendance

Effective June 1, 2001, Full-Time Health Care Professionals shall commence Personal day accrual of 3.33 hours per month to a maximum of 40 hours per year, at any given time. Part-Time Health Care Professionals will accrue Personal Days on a prorated basis based on hours paid (up to a maximum of eighty (80) hours per pay period) in the previous two (2) pay periods. The above notwithstanding, Health Care Professionals hired after June 1, 2001 will commence accrual from date of hire.

1603 Personal Days may be used for any reason the Health Care Professional chooses without restriction and may be used for less than a full day. In the event a Health Care Professional elects to utilize Personal Days in conjunction with vacation, those Personal Days may be granted only after the vacation selection process outlined in this Agreement. The Personal Days will, insofar as possible, be granted on the day(s) most desired by the Health Care Professional. Requests for Personal Day(s) will be made 72 hours in advance and subject to Departmental Approval. The Employer, at its option, may also approve requests made less than 72 hours in advance. Health Care Professionals will have preference as to their choice based upon affiliate facility seniority. Personal Day requests will be considered for anytime of the calendar year and shall be granted in an emergency situation. In the event that a request(s) for a Personal Day(s) is continuously denied and not rescheduled by the Health Care Professional, the parties will meet, upon the Association's request, to determine the appropriate

resolution. Personal Days may be donated to another benefited employee. Personal Days that are accrued, and not used, are paid out upon termination, retirement or transfer to an ineligible status. Once granted, a more senior HealthCare Professional shall not be able to displace the granted individual.

1604 Designated Holidays

1605 Health Care Professionals shall be eligible for paid designated holidays effective on his/her date of hire. The following shall be recognized as paid designated holidays:

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

1606 In addition, Health Care Professionals may request and be granted one religious holiday of their choice, using a Personal Day or without pay, at the employee's option, per year.

1607 All designated holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect on that day only. However, in the event the Employer closes any of its facilities/departments on the Friday preceding a Saturday designated holiday or on a Monday following a Sunday designated holiday, then the Friday or Monday will be designated as a holiday for unworked holiday pay for those Health Care Professionals who do not work either the actual holiday or the designated holiday.

1608 Designated Holiday Worked

1609 Authorized time worked by a Health Care Professional on a designated holiday listed in Paragraph 1604, which is also recognized by the Federal government as a holiday, shall be paid at two and one half (2 1/2) times the regular rate of pay, unless an arrangement is made to pay the Health Care Professional time and one half (1 1/2) with a compensatory day off to be taken within the thirty (30) day period before or after the holiday with pay at straight time. Such an arrangement shall be worked out on an individual basis between the Health Care Professional and the immediate supervisor without endangering the efficient operation of the facility.

1610 Under normal circumstances, requests for holidays off or a compensatory day off for a holiday worked will be submitted no more than sixty (60) days prior to the holiday and the Employer will approve or deny said request within ten (10) days prior to the posting of the four (4) week schedule in which the holiday occurs. This Paragraph does not preclude a response of more than ten (10) days prior to the posting of the schedule.

1611 Per Diem Health Care Professionals shall be paid the rate of one and one half (1 1/2) times their regular rate of pay for all hours worked on legally recognized designated

holidays. Health Care Professionals electing Alternate Compensation Program shall receive time and one half (1 1/2) the regular base rate, minus the twenty percent (20%) allowance.

1612 Unworked Designated Holiday

1613 Unworked designated holiday hours for which a holiday allowance is paid shall not count as hours worked for the purpose of calculating overtime.

1614 Designated Holiday Falling During Vacation

1615 If a paid designated holiday occurs during a Health Care Professionals vacation, he/she shall have three options:

- 1) forty (40) hours vacation pay along with eight (8) hours holiday not worked pay (prorated for Part-Time)
- 2) thirty-two (32) hours vacation pay along with eight (8) hours holiday not worked pay (prorated for Part-Time)
- 3) forty (40) hours vacation pay along with an additional day off with pay thirty (30) days before or after said designated holiday.

Said options will be requested at the time of vacation selection pursuant to Article and the vacation period is granted. Absent selection of the above options, option two (2) shall occur.

1616 Designated Holiday Falling During Sick Leave

1617 If a designated holiday falls during a period of paid Sick Leave, the Health Care Professional, if otherwise eligible, shall receive holiday pay and such day shall not be charged to sick leave.

1618 Designated Holiday Falling on Scheduled Day Off

1619 If a designated holiday falls on a Health Care Professional's scheduled day off, a request may be granted for a work day off with pay, or pay in lieu of, within thirty (30) days before or after the designated holiday. If a Health Care Professional elects to receive pay in lieu of a substitute day off, such pay shall not count as time worked for purposes of computing overtime or premium pay.

1620 Designated Holiday Falling on Sunday

1621 Designated holiday falling on a Sunday shall be observed on the following Monday, as may be provided by Federal legislation.

1622 Designated Holiday Work Schedules

1623 Each Health Care Professional shall be scheduled off work on at least one (1) of the following designated holidays each holiday season:

Thanksgiving Day Christmas Day New Year's Day

1624 Health Care Professionals will make known their schedule preferences for the three (3) designated holidays listed above. The preferences shall be awarded in order of affiliate facility seniority. If using vacation days during Thanksgiving/Christmas/New Year's, those days would count for selection of the major designated holiday.

1625 To aid work scheduling, New Year's Eve may be substituted as a holiday for one (1) of the three (3) designated holidays outlined in Paragraph 1623.

1626 In seven (7) day departments, designated holidays will be observed and paid, either worked or unworked, on the calendar day on which the designated holiday falls.

1627 The Employer shall make every effort to equitably rotate designated holiday time off among Health Care Professionals within all units in each entity. This shall not affect the provision set forth in Paragraph 1621 above.

1628 Health Care Professionals may request and be granted one (1) religious holiday of their choice, without pay, per year, provided the Employer is able to schedule such absence without adversely affecting the operations.

1629 For Health Care Professionals working the night shift, the unworked holiday pay and holiday premiums shall apply to the shift in which the majority of hours fall on the actual calendar day of the designated holiday as specified in this Article.

1630 An unworked holiday allowance shall be a Health Care Professional's normal straight hourly earnings times (8). Effective October 1, 2001, Health Care Professionals shall receive applicable shift differential with unworked holiday pay.

1631 Shift Differential Eligibility

1632 Unworked holiday pay shall not include the shift differentials for Health Care Professionals. Effective October 1, 2001, unworked holiday pay shall include the shift differential for the Health Care Professional.

1633 Vacation

1634 Length of Vacation

- 1635 The vacation eligibility date determines the Health Care Professional's accrual rate and is their date of hire, unless it is adjusted for unpaid leaves of absence or for the period of time that the Health Care Professional worked in an ineligible status.
- 1636 A Health Care Professional shall not forfeit any accrued rights earned prior to the commencement of the leave during an authorized leave of absence without pay.
- 1637 The vacation eligibility date shall mean that period of continuous employment with the Employer, less any absence from employment, excepting regularly scheduled days off, which exceeds sixty (60) calendar days for which no compensation is received. Leaves of absence for sixty (60) days or less will not affect the vacation eligibility date. Leaves of absence of sixty one (61) days or more will be deducted in their entirety from the eligibility date. Service credit shall continue during the entire period of a leave of absence due to industrial illness or injury.

1638 Vacation Accrual Schedule

- 1639 Each Full-Time Health Care Professional shall accrue vacation hours on a monthly basis in accordance with the following schedule:

<u>Length of service</u>	<u>Hours per month</u>	<u>Days per month</u>	<u>Calendar weeks per year</u>
0-4 years	6.66	0.83	2
5-8 years	10.00	1.25	3
9-10 years	13.33	1.66	4
11 years or more	16.66	2.08	5

- 1640 Part-Time Health Care Professionals will accrue vacation hours in accordance with the above schedule prorated on the basis of an average of straight time hours paid during the preceding two (2) pay periods.

1641 Vacation Accumulation

- 1642 Health Care Professionals may accumulate up to a maximum of two years vacation accrual in their vacation account.

1643 Vacation Pay

- 1644 Health Care Professionals shall not receive their shift differential with vacation pay. Effective October 1, 2001, shift differential will be paid on all compensated hours including vacation. Vacation pay shall be at the base hourly wage rate the Health Care Professional is receiving on the date time off is taken.

- 1645 Vacation shall not be considered as time worked for the purposes of calculating overtime.
- 1646 Vacation Pay at Termination or Retirement
- 1647 A Health Care Professional who terminates employment or retires receives payment for all accrued and unused vacation at the base hourly wage rate the Health Care Professional is receiving on that date.
- 1648 Leave of Absence in Conjunction with Vacation
- 1649 Health Care Professionals with more than two (2) years of service may submit a request for a leave of absence of one (1) week without pay to be taken in conjunction with scheduled vacation. Such leave of absence will be granted only if a vacation slot is still available after all requests have been determined and if the efficiency of the operation is not adversely affected or impaired. Only one (1) such leave of absence shall be granted a Health Care Professional in the vacation year.
- 1650 Requests for leave of absence, without pay, in excess of one (1) week in conjunction with vacation will be considered on an individual basis.
- 1651 Vacation In-Service Cash Out Option
- 1652 Eligible Health Care Professionals may elect to cash-out vacation during the annual election period in accordance with the Employer's policy on in-service cash out of vacation benefits.
- 1653 Preferred Vacation Periods
- 1654 It is recognized that the summer months are most desirable for vacation periods, particularly for Health Care Professionals with school age family members. Therefore, consistent with patient care requirements and operating efficiency, the Employer shall make every effort annually to release as many Health Care Professionals as feasible for vacation in the period from April 1st through September 30th.
- 1655 Scheduling Vacation
- 1656 Vacation requests for increments of one (1) week or more must be submitted in writing to the Health Care Professional's immediate supervisor prior to March 1st of each year. For purposes of vacation scheduling, a "week" is defined as a consecutive seven (7) day period commencing at 12:01 a.m. Monday and concluding at 11:59 p.m. Sunday. The Twelve (12) hour night shift vacation "week" is defined as a consecutive seven (7) day period commencing at 7:00 p.m. Sunday and concluding at 6:59 p.m. Sunday. The approved vacation schedule shall be posted by March 31st of each year and shall apply

from April 1st through March 31st. Should a conflict arise in vacation requests received, the supervisor and/or department head shall use Health Care Professional affiliate facility seniority as a basis for granting vacation requests only if such requests were submitted in a timely manner. For those Health Care Professionals choosing to divide their vacation period into three (3) or more increments, affiliate facility seniority will apply only on the first (1st) and second (2nd) choice of vacation increment for each anniversary year. Nothing in this Paragraph shall preclude the Employer from posting the schedule earlier if possible.

Health Care Professionals who submit more than two (2) vacation election choices during the annual vacation election process, will have their additional vacation request(s) granted provided the slot is open after awarding vacations in accordance with Paragraph 1661. During the annual vacation election process, if an employee submits a vacation request for a slot that has already been taken by a more senior employee, the employee will go on a "Vacation Cancellation List". If a more senior employee cancels their vacation (cancellations must be done in weekly increments), the vacation slot will be awarded to the next Health Care Professional on the "Vacation Cancellation List" who requested that specific vacation slot. In the event that there are no employees on the "Vacation Cancellation List", the vacation slot will be awarded on a "first come – first served" basis. Any vacation slots not awarded during the annual vacation election process will remain open and will be awarded on a "first come – first served" basis.

Health Care Professionals transferring from one service unit, shift or department into another will be required to select vacation from open dates not previously filled by scheduled vacation or approved leaves.

1657 Vacation Cancellation

1658 In the event that a vacation week has been granted to an employee who subsequently takes a leave of absence (MLOA, FMLA, etc.) which encompasses their vacation slot, that vacation slot will be made available to employees on the Vacation Cancellation List. The available vacation slot will be awarded, if the granting of such will not place the department below core/minimum staffing levels.

If a Health Care Professional cancels their vacation at least four (4) weeks prior to the start of their vacation, the Health Care Professional will be placed back on the work schedule. If the Health Care Professional cancels with less than four (4) weeks notice the vacation slot will be granted to the next Health Care Professional on the Cancellation List, if the person returning assumes the schedule of the person granted the vacation slot (e.g., Full-Time replaces Full-Time, Part-Time replaces Part-Time), unless otherwise mutually agreed to between the parties. If there are no Health Care Professionals on the Cancellation List, the vacation slot may be granted on a first come first serve basis and operational needs. The parties agree to review the effectiveness of

this cancellation policy, along with the designation of vacation slots as defined in paragraph 1659, prior to the awarding of the 2007 annual vacation election process, and annually thereafter.

- 1659 Insofar as practicable, vacation will be granted at the time desired by Health Care Professionals regardless of the time of year. However, when efficient operation of the facility does not permit the granting of vacation requests, the Employer retains the final right to schedule vacation.
- 1660 In scheduling vacation the Employer's intent is to distribute vacation time equitably while maintaining appropriate staffing patterns of UNAC/UHCP bargaining unit members. The Health Care Professionals shall not compete with employees outside of the UNAC/UHCP bargaining unit for vacation time. A Health Care Professional's request for vacation shall not be denied because of the season, time of year or vacation time provided to MD, LVN, Medical Assistant or any other non-UNAC/UHCP employee. The Health Care Professional's vacation requests shall be granted based solely on the staffing/coverage provided by other UNAC/UHCP members that perform like duties in the same units and shifts.
- 1661 The setting of vacation modules and vacation slots, for the Hospital and each of the SCPMG departments will be delegated to the local joint labor/management committee responsible for staffing and scheduling issues. This committee will divide the departments into modules that permit accomplishment of this intent while providing Health Care Professionals the opportunity to communicate with their coworkers of their desire to trade vacation times. These modules will be constructed of like units and like shifts when possible. The local joint labor/management committee will commence the process of designating vacation modules and slots prior to August 31st and will conclude the process by December 1st of each year. For 2006, the annual vacation process will commence following ratification of the CBA.

The base number of vacation weeks needed for each vacation module will be determined utilizing the annual vacation accrual for each Health Care Professional in the module. An additional week, per eligible Health Care Professional as described in paragraph 1648, will be added to the base number of vacation slots to establish the total number of vacation slots needed. For example, if the core number of vacation slots needed, based on annual accrual is ten (10) weeks and there are five (5) employees in the vacation module, the total number of vacation slots to be made available is fifteen (15). This formula does not preclude a Department from allotting one (1) vacation slot per fifty-two week vacation period. In the above example, the monthly distribution of vacation slots will be based on relevant historical data related to patient care requirements and operational efficiencies. Prior to the 2007 annual vacation election process, the parties will meet to evaluate the effectiveness of the base formula and the process for determining the monthly allocation of vacation slots.

- 1662 For purposes of vacation scheduling only, those Health Care Professionals whose start times fall outside of the definitions set forth in paragraph 1505, shall be placed into the appropriate shift based on bulk of hours as follows: 7a.m. to 3p.m. is day shift, 3p.m. to 11p.m. is evening shift, and 11p.m. to 7a.m. is night shift. In the event that the Health Care Professional's hours of work fall equally between two shifts (50% on one shift and 50% on another), Labor and Management will meet locally to determine the appropriate vacation module placement for the Health Care Professional. This meeting will be in accordance with paragraph 1658.
- 1663 A request for vacation shall not be denied because of the season or time of year.
- 1664 Requests for vacation time off in increments of less than five (5) days that are submitted sixty (60) to forty-five (45) days prior to the posting of the monthly work schedule shall be approved up to Core -1 for Hospital employees and up to Minimum Staffing for Medical Office employees. Requests for vacation time off that are submitted less than forty-five (45) days, but prior to the posting of the monthly schedule should be approved up to Core for Hospital employees and up to Minimum Staffing for Medical Office employees. Medical Office employees working in 24/7 departments (e.g., Emergency Room), shall be subject to the provisions set forth above for Hospital employees. The Employer will respond to all written requests for vacation time off within ten (10) days after receipt of such request.
- 1665 Core and Minimum staffing levels will be jointly established for their respective Nursing Unit or Medical Office for the upcoming year. This information will include a monthly breakdown of the Core and Minimum staffing levels established for each unit/module including any seasonal adjustments.
- 1666 Sick Leave- Refer to National Agreement Section 1, #3, Attendance
- 1667 Sick Leave shall be granted to a Health Care Professional who becomes ill or injured. Sick leave may also be used for medical or dental appointments.
- 1668 Employees may utilize up to one-half of their annual sick leave accrual per calendar year to care for a covered family member's illness. A covered family member includes child(ren), parent(s), and spouse or eligible domestic partner and his/her children. Employees may use such leave in increments of less than a full scheduled work day. Employees must have sufficient sick leave available in their account at the time of absence.
- 1669 Each Full-Time employee shall accrue 1.25 days (10 hours per month) of sick leave on a monthly basis. There shall be no limit on sick leave accumulation.

- 1670 Part-Time employees will accrue sick leave in accordance with the above schedule prorated on the basis of an average of straight time hours paid during the preceding two (2) pay periods.
- 1671 Sick Leave time off for which pay is received shall not be considered an interruption of continuous service.
- 1672 Sick Leave shall not be considered as time worked for purposes of computing overtime.
- 1673 Sick Leave pay shall not include regular shift differential. Effective October 1, 2001, shift differential will be paid on all compensated hours including sick leave.
- 1674 Health Care Professionals with a Sick Leave Bank of two hundred fifty (250) or more hours at the time of termination or retirement will have all unused hours in their Sick Leave Bank converted to Credited Service for Basic Pension Plan calculation purposes, provided they are vested in the Pension Plan.
- 1675 Sick leave shall commence with the first day of any illness. Certification for the granting of sick leave pay may be required, whenever it appears to be justified, on an individual basis.
- 1676 Income Protection and Extended Income Protection
- 1677 Health Care Professionals scheduled twenty (20) or more hours per week shall be provided with an Income Protection or Extended Income Protection Plan. Whether the employee is eligible for Income Protection or Extended Income Protection is based on length of service.
- 1678 For Health Care Professionals with less than two (2) calendar years of service, Income Protection benefits shall be payable upon the exhaustion of Extended Sick Leave for the duration of one (1) year from the date the Health Care Professional first became disabled or is no longer disabled, whichever occurs first.
- 1679 For Health Care Professionals with two (2) or more calendar years of service, Extended Income Protection benefits shall be payable at the exhaustion of Sick Leave or three (3) months of disability whichever is later and shall continue for the duration of ten (10) years from the date the Health Care Professional became disabled, is no longer disabled or, if over age sixty (60), according to the Duration of Benefits schedule, whichever occurs first. The Extended Income Protection benefits due to psychological related disabilities and alcohol/drug abuse are limited to a maximum of three (3) years from date of disability, unless the Health Care Professional is institutionalized at the end of the three (3) year period. In this event, benefits would continue for up to three (3) months following release from the institution.

- 1680 Income Protection and Extended Income Protection benefits are payable at a level of fifty percent (50%) of base hourly rate times scheduled hours per month (prorated for Health Care Professionals who are less than Full-Time), sixty percent (60%) with integration with other statutory plans or seventy percent (70%) with an approved rehabilitation employment program.
- 1681 Income Protection and Extended Income Protection coverage terminates at the end of employment or upon transfer to an ineligible status.
- 1682 The intent of the above Income Protection and Extended Income Protection language is to provide a summary of benefits available. Income Protection and Extended Income Protection benefits are governed by the Employer's contract with the insurance company.
- 1683 Integration of Compensation Benefits and Sick Leave
- 1684 Health Care Professionals who are eligible for basic State Disability Insurance (SDI) benefits shall have their paid sick leave reduced by the amount of the SDI benefit the Health Care Professional is eligible to receive, so that combined SDI pay and sick leave pay totals normal straight time salary. The reduced amount of sick leave payment shall then be charged against the Health Care Professional's earned sick leave. If the Health Care Professional is eligible for Workers' Compensation Insurance payments, he/she may elect not to supplement the temporary disability benefit by utilizing sick leave. If the Health Care Professional elects not to offset such disability benefit, he/she must inform the Employer in writing within the first (1st) seven (7) days of the industrial absence. Employees electing this option will be placed on an unpaid medical leave status commencing with the date of disability. All contractual provisions as specified in Article XVIII, Benefits While on Leave of Absence or Industrial Leave, will apply. In the event the employee does not notify the Employer, offset sick leave will automatically be processed. In the payment to Health Care Professionals on sick leave, disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.
- 1685 It is the Health Care Professional's responsibility to promptly file claims for any compensation benefits for which eligible, and to report the amount of such benefits to the Employer's Human Resources Office.
- 1686 Confidential Medical Charts
- 1687 The Employer does not condone the review and/or disclosure of contents of employee and patient medical charts by an employee authorized access to contents of such medical charts in performance of their job duties. Supervisors will not initiate calls to physicians to discuss Health Care Professional's medical problems.

1700

ARTICLE XVII – COMPENSATION

1701 Weekend Position Differential

1702 Health Care Professionals who take positions that are designated to work every weekend (forty-eight out of fifty-two weekends) will receive a ten percent (10%) differential in addition to their regular base wage rate. The weekend differential will only be paid for hours worked on the weekend as defined below. Health Care Professionals in weekend positions will be required to work a minimum of twenty-four (24) hours per weekend. Weekend hours are defined as 3:00 p.m. Friday until 7:00 a.m. Monday. If the Health Care Professional chooses to pick up additional hours that are outside of the weekend differential parameters, such hours are not subject to the weekend differential.

1703 Wage Schedules

1704 The base wage schedules for Health Care Professionals are listed in the Appendix. The Appendix also includes the wage schedule for Per Diem Health Care Professionals and those on the Alternate Compensation Program.

1705 Alternate Compensation Program (ACP)

1706 An Alternate Compensation Program will be available as an option to all Full-Time, Part-Time and irregularly scheduled Part-Time Health Care Professionals who are in a benefit eligible status.

1707 Health Care Professionals, if desiring this option, must enroll for a one (1) year period during the annual open enrollment period of the preceding year. Once a Health Care Professional has elected this option, he/she will remain in the ACP Program unless he/she disenrolls, in writing, during the annual open enrollment period. Health Care Professionals enrolling in the ACP Program will be paid off all accrued vacation, at the regular base rate, prior to the effective date of entering the ACP Program. Accrued sick leave and education leave will be frozen and restored if and when the Health Care Professional returns to the regular benefit program.

1708 The Alternative Compensation Program provides for a special bonus/allowance of twenty percent (20%) above the current base rate. The rate is provided in lieu of all benefits and paid time off, except that time spent in the Alternate Compensation Program will count as service for vesting purposes and credited service for purposes of computing the monthly retirement income. Final average pay for pension calculations exclude special bonuses/allowances and will, therefore, be calculated solely on the base rate.

- 1709 Health Care Professionals who elect the ACP option may have two (2) weeks of unpaid leave per year and in one (1) 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.
- 1710 ACP Health Care Professionals may exercise affiliate facility seniority on the vacation schedule to obtain their two (2) weeks of unpaid leave.
- 1711 ACP Health Care Professionals shall receive all overtime premiums and/or shift differential.
- 1712 If a Health Care Professional on ACP works on a designated holiday, pay for such shall be at time and one half (1 1/2) the regular base rate, minus the twenty percent (20%) allowance, for the first (1st) eight (8) hours of work. Hours worked over eight (8) on the designated holiday will be compensated at the ACP premium rate.
- 1713 Tenure Increases
- 1714 Tenure increases for Full-Time Health Care Professionals, on the base wage schedule, shall become effective on the individual's appropriate anniversary date as set forth in the base wage schedule.
- 1715 Inexperienced Registered Nurses
- 1716 Registered Nurses hired at the inexperienced tenure step, on the base wage schedule, shall automatically be advanced to the start rate after six (6) months of service.
- 1717 Advance Hire Placement for Registered Nurses

<u>Tenure Step</u>	<u>Experience at Time of Hire</u>
Start Rate	1-2 years experience
12 Month Rate	2-3 years experience
24 Month Rate	3 plus years of experience

- 1718 Experience above is defined as recent (in the past three (3) years) acute care experience. A Registered Nurse who possesses a Bachelor's Degree in Nursing or an Allied Health field may use the degree as a substitute for one (1) year's experience at the above schedule (Allied Health field profession is defined as Medical Technologist, Discharge Planner, Utilization Review, Medical Military, LVN, etc.).
- 1719 The Operating Room is excluded from the above schedule unless all experience has been in the Operating Room and except that five (5) years recent Medical-Surgical

experience shall count as one year operating room experience for purposes of placement on the initial hiring scale.

1720 Advance Hire Placement for NP's and PA's

<u>Allied Health NP/PA Experience</u>	<u>Hire Rate</u>
New Graduate – no experience	Step 1
Less than 1 year experience	Step 2
More than 1 year, but less than 3 years experience	Step 3
More than 3 years, but less than 5 years experience	Step 4
More than 5 years experience	Step 5
NP/PA experience, more than 10 years experience	Step 6

- Advance placement language for RNs, NPs and PAs will apply.
- A degree in an allied health field will count as one (1) year experience in the application of the Hiring Policy.
- Kaiser Permanente Registered Nurses (who transfer to an NP/PA position) will be placed onto the Step that provides an increase of at least five percent (5%) or advance hiring criteria whichever is greater.
- Progression through the structure will be (for Part-Time 1600 hours equals 12 months):

6 months at Step 1	1 year at Step 5
6 months at Step 2	1 year at Step 6
6 months at Step 3	1 year at Step 7
6 months at Step 4	

1721 Specialty Units

1722 Specialty Units are defined as Intensive Care Unit, Coronary Care Unit, Intensive Care Nursery, Emergency Room, Operating Room, Post Anesthesia Care Unit, Labor and Delivery, Definitive Observation/Step Down Units (DOU/SDU) and the Los Angeles Hemodialysis and Apheresis Units. Registered Nurses working in Specialty Units are classified as Level III Registered Nurses. In addition, inpatient Oncology Registered Nurses working in dedicated Oncology/Chemo units and SCPMG Registered Nurses working in Oncology/Chemo will be classified as Level III Registered Nurses. Inpatient

RN's working in non-dedicated Oncology/Chemo Units shall receive compensation as Level III RN's during the administration of chemotherapeutic agents as set forth in Paragraph 1730. Registered Nurse First Assistants are classified as Level V Registered Nurses.

- 1723 Registered Nurses hired into a training position for a Specialty Unit position would be placed as follows:
1. A Registered Nurse with less than one year experience shall be paid at the Level II inexperienced rate. Upon completion of the training program, said Registered Nurse shall automatically move to the Level III, Inexperienced Rate. After movement to the Level III Inexperienced Rate, further movement on the Wage Structure shall occur as applicable under the Collective Bargaining Agreement.
 2. A Registered Nurse with one – two years experience shall be paid at the Level II Start Rate until completion of the training program. Upon completion of the training program, said Registered Nurse shall automatically move to the Level III Start Rate. After movement to the Level III Start Rate, further movement on the Wage Structure shall occur as applicable under the Collective Bargaining Agreement.
 3. A Registered Nurse with two – three years experience shall be paid at the Level II 1-year rate until completion of the training program. Upon completion of the training program, said Registered Nurse shall move to the Level III 1-year rate. After movement to the Level III 1-year rate, further movement on the Wage Structure shall occur as applicable under the Collective Bargaining Agreement.
 4. A Registered Nurse with three plus years experience shall be paid at the Level II 2-year rate until completion of the training program. Upon completion of the training program, said Registered Nurse shall move to the Level III 2-year rate. After movement to the Level III 2-year rate, further movement on the Wage Structure shall occur as applicable under the Collective Bargaining Agreement.
 5. A Registered Nurse who transfers from a Level III Specialty Unit shall receive Level III pay during the training period.

1724 Float Differential

- 1725 Health Care Professionals who casually float will receive \$2.00 per hour when required to float out of their home unit plus one additional unit. Casual floating is defined as being floated out of the Health Care Professionals home unit plus one additional unit (e.g. ICU Home Unit/DOU additional unit). In addition, Health Care Professionals who are hired into Float Pool positions will receive the \$2.00 hour floating differential for all hours.

1726 Shift Differential

1727 Health Care Professionals 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

1728 Shift differential shall be paid for time worked only and shall be applied to all overtime hours worked by a Health Care Professional on the evening or night shift. Effective October 1, 2001, evening and night shift differential shall be paid on all compensated hours.

1729 A Health Care Professional who is removed from their scheduled hours as a result of the following shall receive their appropriate shift differential:

1. Jury Duty
2. Vacation and Vacation Cash Out
3. Sick Leave
4. Personal Day
5. Mandatory Training/Mandatory Meetings
6. Educational Leave
7. LMP Meetings/Activities

Twelve (12) hour night shift Health Care Professionals shall receive the appropriate evening and night shift differential.

1730 Assignment to a Higher Classification

1731 A Health Care Professional assigned to a higher rated classification for four (4) hours or more during a shift will be paid the rate of the higher rated classification, at the same tenure step the Health Care Professional holds for the full shift.

1732 Bilingual Differential

1733 Health Care Professionals who have a demonstrated ability in a second language (to include sign language for the hearing impaired) and are routinely required to translate five percent (5%) or more of their work time, shall receive a bilingual differential in the amount of sixty-five dollars (\$65.00) per month or \$.375 per hour and paid on hours

worked to a maximum of eighty (80) hours per biweekly pay period. The bilingual differential will be paid on all hours worked.

1734 Preceptor Differential

1735 A Preceptor Differential in the amount of \$1.00 per hour will be paid to those who precept New Grads or New Hires. For definition of Preceptor reference Letter of Understanding #26.

1736 Promotions to a Higher Classification

1737 A Health Care Professional, promoted to a higher rated classification, will be advanced to the pay level of the higher rated classification at the same tenure step, on the base wage schedule, held immediately prior to the promotion. Remaining step increases will be on the established anniversary date.

1738 Mileage Allowance

1739 Health Care Professionals 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.

1740 If a business trip occurs during a Health Care Professional's regular work day, mileage should be claimed only in excess of the distance normally traveled to and from the employee's regular work location. If a Health Care Professional is temporarily assigned to another location, mileage should be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the Health Care Professional's regular work location.

1741 Health Care Professional Status

1742 Full-Time Health Care Professional Status

1743 A Full-Time Health Care Professional is a Health Care Professional who is regularly scheduled to work a normal workday of eight (8) hours of work and a normal workweek of five (5) days of work.

1744 Part-Time Health Care Professional Status

1745 A Part-Time Health Care Professional is a Health Care Professional who is regularly scheduled a specific number of hours per week but normally less than the number of hours per day and/or week of a Full-Time Health Care Professional.

1746 Irregularly Scheduled Part-Time Health Care Professional Status

- 1747 An irregularly scheduled Part-Time Health Care Professional is a Health Care Professional who may or may not work an established schedule but must be available as needed a minimum of two-hundred sixty (260) hours per quarter or one-thousand forty (1,040) hours per year.
- 1748 Per Diem Health Care Professional Status
- 1749 A Per Diem Health Care Professional is a Health Care Professional who works intermittently, primarily as a replacement, and works less than one-thousand forty (1,040) hours per year. However, there could be circumstances in which a Per Diem Health Care Professional works more than two-hundred sixty (260) hours in any one (1) quarter. Whenever possible, the Employer will utilize available Part-Time Health Care Professionals prior to Per Diem Health Care Professionals.
- 1750 Temporary Health Care Professional Status
- 1751 Health Care Professionals initially hired for an interim period of three (3) months or less should be considered as temporary Health Care Professionals. At the end of three (3) months, or five (5) months in the case of an individual medical or family leave, the Health Care Professional will be converted to regular status, and the Health Care Professional's service credit becomes retroactive to the date of hire.
- 1752 Paid time off, health plan coverage, dental plan coverage, and insurance benefits are not extended to temporary Health Care Professionals.
- 1753 Health Care Professionals, who are regular employees and transfer to a temporary position will not have any change in benefits and shall return to their former or comparable position at the end of the temporary period. Temporary positions are defined as those not exceeding three (3) months or five (5) months in the case of an individual medical or family leave.
- 1754 Temporary Health Care Professionals shall receive the same shift differentials as is applicable to Full-Time Health Care Professionals.
- 1755 Standby Pay
- 1756 Standby Pay shall be utilized in those instances where the Health Care Professional is required to report to the facility or designated area. Registered Nurses on standby status shall be paid ten dollars (\$10.00) per hour for each hour spent on standby status. Registered Nurse Practitioners and Physician Assistants shall be paid twelve dollars (\$12.00) per hour for each hour spent on standby status. Actual work time shall begin when the Health Care Professional arrives at the work to which called, and shall end when the Health Care Professional leaves the same facilities, provided, however, that

the Health Care Professional shall be guaranteed a minimum of two (2) hours work for each call in. A Health Care Professional shall receive time and one half (1 1/2) the regular hourly rate of pay, rather than the standby allowance, for all hours actually worked or guaranteed during the standby period. Effective October 1, 2001, Standby pay for Registered Nurses will be increased to \$12.00 per hour and \$14.00 for Registered Nurse Practitioners and Physician Assistants.

- 1757 Health Care Professionals, returning to work from standby, shall receive two and one half (2 1/2) times their regular rate of pay for all hours worked on a designated holiday.

1800 ARTICLE XVIII – LEAVES OF ABSENCE

1801 Eligibility

- 1802 Leaves of absence, without pay, may be granted to Full-Time and Part-Time Health Care Professionals at the discretion of the Employer. All requests for leaves of absence by Health Care Professionals shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence, a Health Care Professional must have at least six (6) calendar months of continuous service. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the medical leave of absence.

1803 Personal Leaves of Absence

- 1804 Personal leaves of absence, without pay, may be granted for justifiable reasons, subject to the eligibility requirements, for specific time periods not to exceed thirty (30) consecutive calendar days. Under extenuating circumstances, the Employer shall give consideration to extending personal leaves of absences. However, such extensions shall be granted at the discretion of the Employer and shall not exceed sixty (60) consecutive calendar days. Personal leaves of absence for situations covered by Family Leave will not be considered until the provisions described in the Family Leave Section have been exhausted.

- 1805 Non emergency leaves of absence must be requested at least fourteen (14) days in advance.

1806 Family Leave

- 1807 The Employer will comply with the provisions of the California Family Rights Act, as amended and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this Paragraph must be pursued under the procedures of those acts.

1808 Medical Leaves of Absence

- 1809 Upon the exhaustion of accrued sick leave, medical leaves of absence, without pay, for non-occupational related disabilities, including conditions related to pregnancy, shall be granted subject to the eligibility requirements for the period of disability, provided the Health Care Professional furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of the disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.
- 1810 Health Care Professionals with less than three (3) years of continuous service shall be eligible for a medical leave of absence for a specific period of time not to exceed one-hundred twenty (120) days. Health Care Professionals with three (3) or more years of service shall be eligible for a medical leave of absence for a specific period of time not to exceed three-hundred and sixty (360) days. For those Health Care Professionals with fifteen (15) or more years of service, the medical leave of absence shall be extended to a period of eighteen (18) months.
- 1811 If a Health Care Professional takes a Medical Leave of Absence, returns to work and returns to Medical Leave status within ninety (90) days for the same or a related medical condition, the leave is treated as one continuous leave subject to the maximum limit. If a Health Care Professional takes a Medical Leave of Absence, returns to work and returns to Medical Leave status within ninety (90) days for a different and unrelated condition, the leave is treated as a new leave of absence subject to the maximum limit. If a Health Care Professional takes a Medical Leave of Absence, returns to work for a period of at least ninety (90) calendar days, then returns to Medical Leave status, the leave is treated as a new leave of absence subject to the maximum limit.
- 1812 Under extenuating circumstances, a Health Care Professional may request and the Employer may grant an extension to the maximum period of medical leave of absence. However, the granting of such an extension is at the sole discretion of the Employer.
- 1813 No Health Care Professional will be compelled by the Employer to take vacation during a period of medical leave of absence. However, prior to the commencement of the medical leave of absence, accrued vacation hours may be converted to sick leave in forty (40) hour increments at the request of the Health Care Professional. The Health Care Professional will be given an additional 14 calendar days from the time that their sick leave is exhausted to convert said vacation hours. Hours not used shall be returned to the Health Care Professionals vacation account unless otherwise requested by the Health Care Professional.

1814 Occupational Injury or Illness Leave of Absence

- 1815 Commencing on the first (1st) day of employment for those absences covered by Workers' Compensation, a Health Care Professional's leave of absence shall be continuous until such time as said Health Care Professional has been released by the attending physician from the period of temporary disability and is available, physically capable of and qualified for performing substantially all job tasks. Such leave of absence may be extended up to a maximum of two (2) years.
- 1816 The Employer shall place Health Care Professionals released to return to work from an occupational injury or illness, without medical restrictions, to their former or comparable position at their regular rate of pay as soon as reasonable, not to exceed seven (7) days.
- 1817 The Employer will place Health Care Professionals released to return to work from an occupational injury or illness, on a permanently restricted basis, in the former job provided the Health Care Professional is physically capable of performing substantially all the job tasks per the medical restrictions and limitations. If the Health Care Professional is unable to perform their former job, the Health Care Professional has the opportunity to bid on any job vacancy he/she is physically capable of and qualified to perform per their medical restrictions and limitations. Where there is no appropriate job, the Employer will provide all reasonable and necessary vocational/rehabilitation training program benefits as approved by the Division of Industrial Accidents/Workers' Compensation Appeals Board pursuant to the administration of the California Labor Code.
- 1818 The occupational injury or illness leave of absence will expire in less than two (2) years if a Health Care Professional is no longer disabled and can perform his or her predisability job, with or without reasonable accommodation, or if there is uncontroverted medical evidence that the Health Care Professional is permanently disabled and cannot perform his or her predisability job, with or without reasonable accommodation, or ninety (90) days after an Award from the Workers' Compensation Appeals Board indicating that the Health Care Professional is permanently disabled and cannot perform his or her predisability job, with or without reasonable accommodation.
- 1819 Upon release from the attending physician for occupational injury or illness, the Employer may request that the Health Care Professional provide a return to work authorization containing the name of the physician, the physician's signature, clarification of disability and the date released to return to work in sufficient time to allow the Employer to make an appropriate determination of jobs the Health Care Professional can perform, if any.

1820 Military Leave of Absence

1821 Leave of absence for military service commitment shall be granted all Health Care Professionals with full reemployment rights extended. In those cases where Health Care Professionals are in reserve status and serve an annual two (2) week commitment, vacation may be granted during the leave of absence. In no case will leaves of absence with pay other than for vacation be granted for military purposes.

1822 The Employer shall accord to each Health Care Professional who applies for reemployment, after conclusion of military service, such reemployment rights as the Health Care Professional shall be entitled to under the then existing statutes. It is understood that the Health Care Professional must make application for reemployment within the time limits specified under the law.

1823 Personal Time Off

1824 Commencing on the first (1st) day of employment, where circumstances warrant, a Health Care Professional 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 Health Care Professional may ask for personal time off which shall be granted on momentary notice and such Health Care Professional 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.

1825 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.

1826 Return from Leave of Absence

1827 Health Care Professionals shall give as much notice as possible of their intent to return from an authorized leave of absence. Prior notice of two (2) weeks may be required of the Health Care Professional by their immediate supervisor as a condition of reinstatement to a position. However, when conditions permit, the Employer will attempt to reinstate Health Care Professionals returning from leaves of absence earlier than two (2) weeks. Such Health Care Professionals shall be reinstated to their former or like position in which they were employed prior to the leave of absence, but, if conditions have so changed that it is not reasonable to reinstate the Health Care Professional to their former or like position, the Employer will reinstate the Health Care Professional to a position that is as nearly comparable to their original position with respect to hours, wages, benefits, etc., as is reasonable under the circumstances and will

give such Health Care Professional preferential consideration for reinstatement into a like position, when comparable vacancies occur. Health Care Professionals on non occupational medical leave of absence who are unable to return to work at the expiration of the authorized leave of absence shall be placed on medical layoff without recall rights.

1828 Benefits While on Leave of Absence

1829 Premiums for continued Health Plan Coverage, dental and group life insurance coverage during a period of authorized leave of absence, not to exceed thirty (30) days, shall be paid by the Employer. Coverage beyond thirty (30) days shall be paid by the Health Care Professional.

1830 Health Plan and Dental Coverage will be continued at Employer expense during the entire period of an approved Medical Leave, providing three (3) calendar months elapse between incidents of application. Health Plan and Dental Coverage will be continued at Employer expense during an entire period of an approved Family Leave. Health Care Professionals will not be eligible for designated holiday pay on any unpaid leave status.

1831 Health Plan Coverage (including vision, mental health services and prepaid prescription drugs less co-payment), Dental Plan and Employer paid Group Life Insurance Coverage will be continued at Employer expense during the entire period of an approved medical leave of absence, providing three (3) calendar months elapse between incidents of application and the Health Care Professional has six (6) months of continuous service. Coverage not paid by the Employer, as specified above, may be continued at the Health Care Professional's expense.

1832 Benefits While on Industrial Leave

1833 Health Care Professionals on industrial injury leave are eligible for vacation and sick leave benefits for the remainder of their current anniversary year, but not less than six (6) months. Accruals for Part-Time employees will be based on their posted FTE hours. For example, a Health Care Professional who had bid on and was awarded a 20 hour per week position would accrue sick leave and vacation based on 20 hours per week, regardless of the number of hours they work. Health Care Professionals are also eligible for Health Plan Coverage, dental benefits and life insurance for the length of time they are on such leave. Health Care Professionals will not be eligible for designated holiday pay on any unpaid leave status.

1834 Witness Pay

1835 Health Care Professionals shall be paid as time worked under the terms of the Agreement for time spent at appearances or on standby in legal proceedings arising out of the course and scope of employment.

1836 Medical Appointments

1837 It is understood that employees will make every effort to schedule medical appointments during non-work hours. If it is necessary, however, to schedule such appointments during work hours, the Health Care Professional must give an estimated time for the absence and obtain supervisory approval. The Health Care Professional may elect to use vacation, life balance days, sick leave or Personal Time Off for the period of absence.

1838 Bereavement Leave

1839 Effective the first day of the month following eligibility, all Full-Time and Part-Time Health Care Professionals are eligible for bereavement leave, unless the bereavement leave has been waived by participation in the Alternate Compensation Program. Health Care Professionals shall be granted up to three (3) days paid Bereavement Leave upon the death of their immediate family member. Health Care Professionals 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.

1840 Part-Time employees will receive bereavement leave of three (3) calendar days for deaths in the area and five (5) calendar days for deaths when traveling three-hundred (300) miles or more one way to attend funeral or memorial services and will receive pay for scheduled work hours within such three (3) or five (5) day periods.

Immediate family member for Bereavement Leave is defined as:

- spouse or domestic partner who is registered with the state/local government or has a KP affidavit of domestic partnership and the family members listed below or the employee or his/her spouse or domestic partner:
- parent, step parent, parent in-law, step parent in-law, in loco parentis parent
- daughter, step daughter, daughter in-law, step daughter in-law
- son, step son, son in-law, step son in-law
- sister, step sister, sister in-law, step sister in-law

- brother, step brother, brother in-law, step brother in-law
 - in loco parentis child, legal ward, legal guardian, foster child, adopted child
 - grandparent, step grandparent
 - grandchildren, step grandchildren
 - relative living in the same household as the Health Care Professional
- 1841 If a death occurs to a critically ill family member as defined in Paragraph 1839 or 1840, while a Health Care Professional is on an authorized leave for critical family illness, the Health Care Professional will be entitled to receive bereavement leave pay upon presentation of verification of the death. The bereavement leave shall not exceed three (3) days for deaths in the area. For deaths occurring out of the area requiring travel over 300 miles, one-way, two (2) additional days will be provided for travel purposes.
- 1842 Jury Duty
- 1843 When a Health Care Professional is required to be in any court or courthouse for jury service, the Employer will make every effort to schedule the Health Care Professional for a day shift on a Monday through Friday workweek for each scheduled day of jury service. Health Care Professionals on jury duty shall receive pay during such work week for each day of such jury service at the rate of eight (8) hours straight time pay, except in the case of the Part-Time Health Care Professional who shall receive pay for the number of hours regularly scheduled on the day in question. Jury duty pay for both Full-Time and Part-Time Health Care Professionals will be received for the duration of the service. The Health Care Professional must show proof of jury service.
- 1844 Health Care Professionals who are summoned to serve on jury duty shall give their supervisor two (2) weeks' notice of the jury duty obligation.
- 1845 In the event the Health Care Professional does not give adequate notice, the Employer shall have one (1) week to rearrange the schedule during which time jury duty service shall not count towards consecutive days of pay. During subsequent weeks of jury duty leave, days spent on jury duty shall count towards consecutive days of pay, providing the employee serves on jury duty Monday through Friday. Therefore, if an employee served on jury duty Monday through Friday and worked on both Saturday and Sunday, Saturday would be paid as a sixth (6th) consecutive day and Sunday would be paid as a seventh (7th) consecutive day in a workweek.
- 1846 Although jury duty service counts towards consecutive days of pay, jury duty pay itself is always paid at straight time.

1847 If a Health Care Professional is placed on an “on call” status by the courts, it is not necessary for the supervisor to rearrange the schedule at that time. However, once the employee has been notified that he/she must appear, the supervisor will attempt to reschedule the employee to Monday through Friday. If one (1) weeks’ notice has not been given, jury duty shall not count for consecutive days of pay during the first (1st) week of jury duty service. Days spent on jury duty shall count towards consecutive days of pay in a workweek for all subsequent weeks of the jury duty service as outlined in the preceding paragraphs.

1848 On any day of jury service in which a Health Care Professional is excused entirely or in sufficient time to permit him/her to return to work for a minimum of one half (1/2) the regularly scheduled shift, he/she shall be required to do so.

1900 ARTICLE XIX – ADVANCE PRACTICE NURSE/PHYSICIAN ASSISTANT

1901 Definition of Advance Practice Nurse

1902 An Advance Practice Nurse is a Registered Nurse who meets the criteria set forth by the Board of Registered Nurses of the State of California and is generally assigned to function in an extended role.

1903 Definition of Physician Assistant

1904 A Physician Assistant is a Health Care Professional, licensed to practice medicine with physician supervision. PA’s are educated in the physician model to complement physician training, working in partnership to enhance the delivery of health care.

1905 Evaluation Procedures

1906 Upon entering the Advance Practice Nurse/Physician Assistant classification, a Health Care Professional shall be subject to an ongoing evaluation of professional ethics and professional abilities by the supervisor in conjunction with the physician mentor. Because of the exacting nature of the assignment, there will be a primary evaluation period of six (6) months. Demonstrated sub level performance will result in removal to the general status of any previously held Health Care Professional classification and will not be subject to the grievance procedure.

1907 The primary evaluation period shall begin when a Health Care Professional is classified as a Advance Practice Nurse/Physician Assistant.

1908 A continuous system of written evaluations from the date of entering the Advance Practice Nurse/Physician Assistant classification will monitor technical capability and performance. Corrective conferences will be held when indicated.

- 1909 Upon completion of the initial six (6) month assignment, the Advance Practice Nurse/Physician Assistant will continue under periodic written reviews.
- 1910 An Advance Practice Nurse/Physician Assistant removed from said position will normally be returned to any formerly held Health Care Professional position with the Employer.
- 1911 To alleviate concern on the part of the Advance Practice Nurse/Physician Assistant that unfair evaluations take place during the primary six (6) month period, the Employer fully emphasizes that deficiencies will be fully explored at conferences with the Health Care Professional, as required, and the conferences will be sufficiently timed to allow the Health Care Professional the opportunity to correct such deficiencies. Should the evaluation(s) result in removal, and should the Health Care Professional truly feel an unfair condition exists, the Health Care Professional, with or without the assistance of the Association, may make a written appeal for review by area SCPMG Management.
- 1912 Nothing in this procedure shall preclude the Advance Practice Nurse/Physician Assistant from participation in the grievance process for all other contractual matters.
- 1913 The Parties herein express adherence to Paragraphs 601 and 713 of the Agreement concerning non-discrimination.
- 1914 Wage Step Increases
- 1915 At the time of origination of the program, the Advanced Practice Nurse/Physician Assistant wage steps were coupled to a merit evaluation. That procedure is hereby revised to provide for automatic progression through the respective wage steps based on the service of the Advanced Practice Nurse/Physician Assistant. Performance evaluations and wage increases will be treated as separate items.
- 1916 Observance of Patient Schedules
- 1917 It is agreed that the primary criteria of the Advance Practice Nurse/Physician Assistant classification is direct delivery of patient care, and the assurance of meeting patient scheduling is vital to the continuation of the basic program.
- 1918 Notwithstanding the Association's right to exercise economic action when its own contract is terminated, the Employer, in accordance with Article IV – Strikes and Lockouts, expects all members of the bargaining unit to honor that provision. In addition, Advance Practice Nurse/Physician Assistant will be given permission by the Association to meet patient schedules throughout any or all work stoppages by non-Registered Nurse employees of the Employer. This agreement pertains solely to the normal or standard duties of each and every Advance Practice Nurse/Physician Assistant, and no other non-Registered Nurse Practitioner duties will be requested of or

assigned to each Advance Practice Nurse/Physician Assistant during a work stoppage by other non-Registered Nurse employees.

1919 The Employer fully respects that an Advance Practice Nurse/Physician Assistant may work under protest and no overt action will be taken as a result.

1920 Continuing Education

1921 In addition to Education Leave as per Paragraph 2312, Advance Practice Nurse/Physician Assistants who attend the Regional continuing education classes for Advance Practice Nurse/Physician Assistants will be compensated at straight time to a maximum of six (6) days in a calendar year, three (3) of which may be used for non-Kaiser Permanente programs, and such time shall not count as time worked for purposes of computing overtime. Advance Practice Nurse/Physician Assistants may elect to work in lieu of attending the continuing education classes for Advance Practice Nurses/Physician Assistants. It is understood that on occasion, due to staffing needs, it may be necessary for an Advance Practice Nurse/Physician Assistant to relinquish attendance at a scheduled Regional Advance Practice Nurse/Physician Assistant continuing education class. ACP Advanced Practice Nurses/Physician Assistants are entitled to a maximum of six (6) days at Kaiser Permanente sponsored programs.

1922 Posting and Filling Vacancies

1923 The Employer will notify the Association Co Chairpersons or President prior to the formation of Advance Practice Nurse/Physician Assistant Training Programs. The Employer will apprise the Association as to the number of Registered Nurses to be trained.

1924 All Advance Practice Nurse/Physician Assistant vacancies will be posted in accordance with the provisions of the Agreement as set forth in Article XII, Paragraph 1207.

1925 The practice of the Association reviewing the reasons for the non selection of Advance Practice Nurse/Physician Assistant applicant shall continue.

1926 Advance Practice Committee

1927 A local committee, which will include Advance Practice Nurses/Physician Assistants, will be formed for the purpose of discussing and resolving issues related to the established protocols and procedures for the expanded role of the Advance Practice Nurse/Physician Assistant as it applies to the Local Medical Center. The committee shall meet on a bi-monthly basis and will include representatives from SCPMG Administration, Physician Leader, Physician, Department Administrator, Human Resources, Advanced Practice Nurses and PA representatives, Local Affiliate Co-

Chair/President, and other ad hoc members as may be determined appropriate by the committee. The Employer also agrees that during the course of such committee meetings, members of the committee shall be afforded pay for time spent in such meetings. The Advance Practice Committee shall utilize the principles of the Labor Management Partnership to address and resolve issues related to the charge of the Advance Practice Committee.

1928 Coverage

1929 All other Articles of this Agreement apply to Advance Practice Nurse/Physician Assistant, except as modified or limited by this Article.

2000 ARTICLE XX – HEALTH, DENTAL AND INSURANCE PLANS

2001 Health Plan Coverage – Active Health Care Professionals

2002 A Health Care Professional who is regularly scheduled to work twenty (20) or more hours per week (or two-hundred sixty (260) hours per quarter if an irregularly scheduled Part-Time Health Care Professional) and eligible dependents will be entitled to Employer paid Kaiser Foundation Health Plan coverage. Coverage is effective the first day of the month following the date of hire.

2003 Effective January 1, 2001 eligible dependents will include spouse, domestic partner, unmarried dependent children up to age twenty-five (25) without student certification, including stepchildren, and special dependents who are physically or mentally disabled children are also covered regardless of age, who are disabled provided such disability occurred prior to the dependent child turning limiting age. Annual certification of disability and dependency may be required by Kaiser Permanente Foundation Health Plan.

2004 Kaiser Foundation Health Plan Coverage includes inpatient, outpatient, mental health benefits, vision care, prepaid prescriptions and durable medical equipment including orthotics, prosthetics and post surgical breast prostheses for mastectomies. Effective January 17, 1996, there will be a five dollar (\$5.00) co-payment for each doctor's office visit and each prescription. Effective January 1, 2001, office visits for mental health will have a five dollar (\$5.00) co-payment per visit after twenty (20) visits per calendar year. Effective January 1, 2002, all office visits for mental health will have a five dollar (\$5.00) copayment; however, Health Care Professionals will be reimbursed for the first twenty (20) visits in a calendar year.

2005 Kaiser Foundation Health Plan Coverage contains a Coordination of Benefits (COB) provision.

2006 Retiree Health Plan Coverage

2007 Employees who retire and/or become eligible for Kaiser Foundation Health Plan Coverage on or after January 17, 1996, will have a five dollar (\$5.00) co-payment for each doctor's office visit and each prescription. Effective January 1, 2001, office visits for mental health will have a five dollar (\$5.00) co-payment per visit after twenty (20) visits per calendar year. Effective January 1, 2002, all office visits for mental health will have a five dollar (\$5.00) copayment; however, Health Care Professionals will be reimbursed for the first twenty (20) visits in a calendar year.

2008 Early Retirement

2009 Kaiser Foundation Health Plan Coverage, Employer paid, shall be provided at age sixty-five (65) to each eligible Health Care Professional who retires under the Kaiser Permanente Southern California Employees Pension Plan prior to age sixty five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program. However, early retirees who have ten (10) years of continuous service prior to January 1, 1990, will be eligible for Employer paid Health Plan coverage at their Early retirement date. Coverage will also be extended to the spouse or eligible domestic partner of the eligible retiree and coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2003 will receive Health Plan coverage for the life of the retiree. Upon attainment of age sixty five (65), the retiree and/or spouse must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/eligible domestic partner. For Health Care Professionals retired prior to July 1, 1991, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis.

2010 Disability Retirement

2011 Kaiser Foundation Health Plan Coverage, Employer paid, shall be provided to each eligible Health Care Professional and/or spouse/eligible domestic partner who retires under the disability provision of the Kaiser Permanente Southern California Employees Pension Plan prior to age sixty five (65). Coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2003 will receive Health Plan coverage for the lifetime of the retiree. Upon reaching eligibility for Medicare benefits or attaining age sixty five (65), whichever is earlier, the retiree and/or spouse/eligible domestic partner must enroll in Parts A and B of Medicare in order to be eligible for continued Health Plan coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/eligible domestic partner. For Health Care

Professionals retired prior to July 1, 1991, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis.

2012 Normal Retirement

2013 Kaiser Foundation Health Plan Coverage, Employer paid, shall be provided to each eligible Health Care Professional who retires under the Kaiser Permanente Southern California Employees Pension Plan at age sixty five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program, provided the Health Care Professional enrolls in Parts A and B of Medicare when first eligible. Coverage will also be extended to the spouse/eligible domestic partner of the eligible retiree provided the spouse/eligible domestic partner enrolls in Parts A and B of Medicare when first eligible or at the spouse's time of retirement. Coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2003 will receive Health Plan coverage for the lifetime of the retiree. A Health Care Professional and/or spouse/eligible domestic partner who does not enroll in Parts A and B of Medicare when first eligible or at the time of retirement will not receive retiree Health Plan coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/eligible domestic partner. For Health Care Professionals retired prior to July 1, 1991, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis. The preceding fifteen (15) year service requirement shall apply to Health Care Professionals hired on or after October 1, 1986.

2014 Postponed Retirement

2015 Kaiser Foundation Health Plan Coverage, Employer paid, shall be provided to each eligible Health Care Professional who retires under the Kaiser Permanente Southern California Employees Pension Plan beyond age sixty five (65) and has fifteen (15) years or more of service with the Kaiser Permanente Medical Care Program and who enrolls in Parts A and B of Medicare at the time of retirement. Coverage will also be extended to the spouse/eligible domestic partner of the eligible retiree provided the spouse/eligible domestic partner enrolls in Parts A and B of Medicare at the time of spouse's retirement or when first eligible. Coverage shall continue for eligible dependent children until they reach limiting age. "Special dependent children" who meet the eligibility requirements described in Paragraph 2003 will also receive Health Plan coverage for the lifetime of the retiree. A Health Care Professional and/or spouse/eligible domestic partner who does not enroll in Parts A and B of Medicare when first eligible or at retirement, whichever is later, will not receive retiree Health Plan coverage. Premiums for the cost of Part B of Medicare shall be the responsibility of the retiree and/or spouse/eligible domestic partner. For Health Care Professionals retired prior to July 1, 1991, the Employer will reimburse the cost of Part B of Medicare on a quarterly basis. The

preceding fifteen (15) year service requirement shall apply to Health Care Professionals hired on or after October 1, 1986.

2016 Survivor Coverage

2017 Upon the death of the retiree, Employer-paid coverage shall continue for the spouse/eligible domestic partner until remarriage/recommitment or death and Employer paid coverage shall continue for eligible dependent children and/or "Special Dependent Children" until they reach limiting age, providing the retiree had fifteen (15) or more years of service at the time of retirement. The preceding fifteen (15) year service requirement will apply to Health Care Professionals hired on or after October 1, 1986.

2018 In the event a Health Care Professional who has fifteen (15) years of service, and who has met the eligibility requirements for Early, Normal or Postponed retirement, dies while actively employed, Kaiser Foundation Health Plan Coverage will be provided to the spouse/eligible domestic partner when said deceased Health Care Professional would have been eligible for coverage, provided the spouse/eligible domestic partner has not remarried/recommitted, and will continue until remarriage/recommitment or death. Coverage will continue for eligible dependent children until they reach limiting age. Upon the death of the Health Care Professional, a "Special Dependent Child" who is beyond limiting age will be given the option to convert to direct pay and/or continued coverage through COBRA. The preceding fifteen (15) year service requirement shall apply to Health Care Professionals hired on or after October 1, 1986.

2019 Alternate Retiree Medical Plan

2020 The Employer will provide an alternate medical plan to all eligible retirees who reside outside of the Southern California Health Plan service area. Retirees currently living within the service area may elect the alternate medical plan effective on the first (1st) of the month following their move outside the service area. Retirees who reestablish residence within the service area must withdraw from the alternate plan upon return to the available Kaiser Foundation Health Plan Coverage. Withdrawal will be effective the end of the month following sixty (60) days after written notification to Regional Employee Benefits Administration. Premiums for the alternate medical plan will not exceed the premiums for Kaiser Foundation Health Plan Coverage.

2021 Parents or parents in law of Health Care Professionals employed by Kaiser Permanente may purchase Kaiser Foundation Health Plan Coverage subject to the restrictions of that plan.

2022 Medicare Reimbursement

- 2023 In the event there are any changes in the Social Security Medicare laws and/or regulations which affect the Employer's Medicare reimbursement, the Employer retains the right to contact the Association to commence negotiations relative to the retiree Health Plan benefit.
- 2024 Health Plan Coverage Coordinated with Medicare On or After July 1, 1989
- 2025 The Employer will provide Kaiser Foundation Health Plan Coverage coordinated with Medicare to all eligible retirees and/or spouses/eligible domestic partners who become eligible for Medicare on or after July 1, 1989 at the time of Normal or Postponed retirement or when first eligible after Early or Disability retirement. Should the retiree and/or spouse/eligible domestic partner elect non-enrollment or to disenroll in the current Medicare coordinated Health Plan coverage program, the retiree must pay the difference between the Employer's cost for the Medicare coordinated program and the non-Medicare coordinated coverage premiums.
- 2026 Health Plan Coverage Coordinated with Medicare Prior to July 1, 1989
- 2027 The Employer will offer Employer paid Kaiser Foundation Health Plan Coverage coordinated with Medicare to all retirees (and spouses) who become eligible for Medicare prior to July 1, 1989. Retirees who elect not to enroll in this current program will continue to receive Employer paid Health Plan coverage with no change in benefits. Following enrollment in the current Medicare coordinated program, if said retiree residing in the Southern California Health Plan service area elects to disenroll, the retiree will receive non Medicare coordinated coverage and must pay the difference between the Employer's cost for the current Medicare coordinated program and non Medicare coordinated coverage premiums.
- 2028 Life Insurance
- 2029 Employer-Paid
- 2030 A Health Care Professional who is regularly scheduled to work thirty two (32) hours or more per week is provided a six thousand dollar (\$6,000) Group Life Insurance policy, a six thousand dollar (\$6,000) Accidental Death and Dismemberment policy and a six thousand dollar (\$6,000) Total and Permanent Disability benefit paid for by the Employer. This coverage is effective on the date of hire.
- 2031 Employer-paid life insurance coverage of two thousand dollars (\$2,000) shall be provided for Health Care Professionals scheduled thirty two (32) or more hours per week who elect either Early, Normal or Postponed retirement under the provisions of Kaiser Permanente Southern California Employees Pension Plan and have fifteen (15) years of service in the plan.

2032 Employee Purchased/Optional

2033 Health Care Professionals regularly scheduled to work at least thirty two (32) hours per week may purchase their choice of the following Optional Life Insurance Programs at the Employer's cost:

	<u>Basic</u>	<u>Accidental Death and Dismemberment</u>
Program I	\$10,000	\$10,000
Program II	\$20,000	\$10,000
Program III	\$30,000	\$10,000
Program IV	\$40,000	\$10,000

2034 If a Health Care Professional who has elected an Optional Life Insurance Program becomes totally and permanently disabled, ten thousand dollars (\$10,000) in Basic Life Coverage will be paid out in monthly installments under a Total and Permanent Disability provision. If the Health Care Professional has elected Program II, III, or IV, the remainder of the Health Care Professional's Basic Life Coverage, not subject to the Total and Permanent Disability provision, would remain in force in accordance with the Duration of Benefits schedule or until the Health Care Professional returns to work or is no longer disabled.

2035 A Health Care Professional who is hired into or accepts a position regularly scheduled to work thirty two (32) hours or more per week must elect to purchase Optional Life Insurance at the time they are eligible for such. If the Health Care Professional rejects this option and elects this coverage at a future date, he/she must provide proof of insurability.

2036 Survivor Benefit

2037 Each Full-Time and regularly scheduled Part-Time employee will be provided with a survivor benefit equal to one (1) month's base salary. This benefit is payable to a designated beneficiary during the period immediately following the death of the employee.

2038 Dental Plan

2039 A Health Care Professional who is regularly scheduled to work twenty (20) hours or more per week (or 260 hours per quarter if an irregularly scheduled Part-Time Health Care Professional) and eligible dependents will be entitled to dental coverage. Coverage is effective the first (1st) of the month following six (6) months of employment.

- 2040 Effective January 17, 1996, all newly hired Health Care Professionals who are eligible or become eligible for dental coverage during their first three (3) years of employment must elect a prepaid dental program. Upon completion of three (3) years of service, an employee may elect to continue coverage in the prepaid dental program or elect Delta Dental Plan during any subsequent open enrollment period.
- 2041 The Employer shall maintain a dental plan, currently Delta Dental, for eligible Health Care Professionals and their eligible dependents at benefit levels of seventy percent (70%) UCR (Usual, Customary and Reasonable) fees for basic dental work and fifty percent (50%) for major dental work. Effective January 1, 2001 eligible dependents will include spouse, domestic partner, unmarried dependent children up to age twenty-five (25) without student certification, including stepchildren, and special dependent children, regardless of age, provided such disability occurred prior to the dependent child turning limiting age. Annual certification of disability and dependency may be required.
- 2042 A diagnostic and preventative benefit shall be included in the dental plan which will pay one hundred percent (100%) of the dentist's fees for the following procedures:
1. Prophylaxis (twice every calendar year)
 2. Prophylaxis with fluoride treatment
 3. Examinations
 4. Full mouth x-rays (once every three (3) years)
 5. Bite wing x-rays (twice every calendar year)
 6. Space maintainers (for patients under eighteen (18) years of age in the event of a lost tooth)
- 2043 An orthodontia program shall be included in the dental plan. The plan will pay fifty percent (50%) of the dentist's regular and customary fee for orthodontic services to eligible dependent children under nineteen (19) years of age. The maximum plan obligation for such services is one thousand dollars (\$1,000) per person.
- 2044 The Employer offers an optional prepaid Dental Plan to all eligible Health Care Professionals.

2100 ARTICLE XXI – MEDICAL MALPRACTICE INSURANCE

- 2101 The Employer carries medical malpractice insurance coverage which includes Health Care Professionals in its employ. The Employer will hold its employees harmless from any liability where the liability is imposed because of negligent acts of an employee in the course and scope of employment.

2200**ARTICLE XXII – PENSION PLAN**

- 2201 Each Health Care Professional becomes a participant in the pension plan on date of hire.
- 2202 Each Health Care Professional who works forty (40) hours or more per month earns service under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP). Effective January 1, 1989, each Health Care Professional will receive service for all compensated hours each month. One (1) year of service will be earned each calendar year in which the Health Care Professional is compensated for one thousand (1,000) or more hours of employment. In years when the Health Care Professional attains fewer than one thousand (1,000) compensated hours, prorated service will be given. Service is used to determine eligibility for vesting.
- 2203 The formula for normal monthly retirement income shall be 1.45% of final average pay multiplied by years of credited service multiplied by the final average pay with no integration with Social Security.
- 2204 Final Average Pay is the monthly average of a Health Care Professional's base wages over the highest sixty (60) consecutive months of compensation in the last one hundred twenty (120) months of employment. Final Average Pay for pension calculations for ACP and Per Diem Health Care Professionals excludes special bonuses/allowances/differentials and will, therefore, be calculated solely on the base rate.
- 2205 Any calendar year in which a Health Care Professional receives pay for two thousand (2,000) hours or more is a full year of credited service which is used to determine benefits. For years on or after January 1, 2003, a year of credited service is based on 1,800 compensated hours. Partial years of credited service are counted for compensated hours in calendar years in which a Health Care Professional receives pay for less than 2,000/1,800 hours, as applicable.
- 2206 Vesting is attained upon completion of five (5) years of service as defined in Paragraph 2202.
- 2207 A Health Care Professional who retires beyond age sixty five (65) will have his or her earned pension benefits computed based upon the formula, credited service and final average pay in effect at the time of retirement.
- 2208 Pre-Retirement Survivor Annuity
- 2209 The Employer will provide a qualified Preretirement Survivor Annuity to active employees vested in the Kaiser Permanente Southern California Employees Pension Plan at no cost to the Health Care Professional. This benefit provides an annuity to the

spouse/eligible domestic partner of a Health Care Professional who dies prior to retirement. The spouse or eligible domestic partner will receive a benefit calculated as if the Health Care Professional retired the day before death and elected a joint and survivor annuity with a fifty percent (50%) continuation to the survivor. The benefit is payable to the spouse at the time the Health Care Professional would have first qualified for early retirement. This benefit is payable to the eligible domestic partner no later than one (1) year following the employee's death.

2210 Tax Deferred Retirement Savings Plans

2211 The Employer has established voluntary tax deferred retirement savings plans. The future of the plans and their provisions will be determined by Kaiser Foundation Health Plan, Inc.

2300 ARTICLE XXIII – EDUCATION

2301 In Service Education

2302 The Employer shall establish in service education programs. Such programs may include general orientation of newly hired Health Care Professionals job assignment related training, and courses in new concepts, innovations and techniques in providing patient care.

2303 It is recognized that the in service requirements for Medical Group departments are generally different from those departments which are covered under hospital licensure and accreditation.

2304 The Medical Group and its departments are, however, committed to the encouragement and support of in service programs. This support may consist of the provision of facilities, equipment, training staff and course content provided by physicians or non-physician personnel.

2305 These programs may be specialized programs provided to nursing personnel in a department or may be programs open to nurses from many departments. In the latter instance, dissemination of information regarding these open programs will be made throughout the Medical Center.

2306 In service will generally occur during times when Medical Group departments are not in session; for example, early morning or lunchtime.

2307 If attendance at a program is mandatory, the time in attendance will be considered as time worked for pay purposes and such mandatory class will not be charged to the Health Care Professional's education leave.

2308 Special Education

2309 As required by the Employer, Health Care Professionals attending designated courses shall be reimbursed for course connected expenses and fees. Such course work must be directly related to the Health Care Professional's occupation and must be approved in advance by the respective Administrator. Requests of individual Health Care Professionals will receive consideration for Special Education Benefits.

2310 Education Tuition Reimbursement

2311 The Employer's standard education tuition reimbursement program will apply to Health Care Professionals who successfully complete approved courses.

2312 Education Leave with Pay

2313 It is recognized that individual Health Care Professionals, upon occasion, may wish to participate in bona fide education programs. The Employer encourages participation if attendance at the programs will enhance the quality of nursing service rendered to patients and, if it will be beneficial, in general, to the total group medical care program, the Employer is willing to consider requests for such leave. Final approval for attendance must be obtained from the Employer. Such response to Education Leave requests will be made within ten (10) calendar days. If the approval is given, the Health Care Professional will be eligible for paid education leave based on the schedule below. Any requests for days in excess of the accrued Education Leave will be considered by the Employer on an individual basis. Pay for such leave shall be at straight time. Requests for such leave should be submitted to the Employer sufficiently in advance of the program to enable effective planning and scheduling for the Health Care Professional's absence. Education leave may be utilized on other than scheduled workdays.

2314 Health Care Professionals will not be denied paid education leave solely on course content, provided that nursing continuing education units are being offered for the requested class. The granting of all such requests will be predicated on staffing.

2315 Five (5) workdays of Education Leave per year may be taken after the completion of one (1) full year of employment. The Education Leave may be taken in increments of less than four (4) hours.

2316 Education Leave Accumulation

2317 Health Care Professionals may accumulate unused Education Leave from year to year to a maximum of six (6) days.

2318 Education Leave without Pay

2319 Leaves of absence without pay may be granted by the Employer for the purpose of pursuing recognized individual education goals. Loss or retention of service credits and benefits will be based upon prior approval of local management.

2400 ARTICLE XXIV – PART-TIME AND IRREGULARLY SCHEDULED

2401 Coverage

2402 All other Articles of this Agreement apply to Part-Time and irregularly scheduled Health Care Professionals except as modified or limited by this Article. Per Diem Health Care Professionals are not eligible for benefits, premiums, etc., unless specified in this Agreement.

2403 Probation

2404 Each new hire, Part-Time or irregularly scheduled Health Care Professional will serve a probationary period of sixty (60) days worked, or four-hundred eighty (480) hours cumulative time worked.

2405 Designated Holidays

2406 Part-Time and irregularly scheduled Part-Time Health Care Professionals shall receive designated holidays in accordance with Article XVI – Work Life Balance Traditional Time Off Program. Part-Time and irregularly scheduled Part-Time Health Care Professionals shall receive a designated holiday allowance for designated holidays on the basis of the number of straight time hours worked in the two (2) preceding pay periods in which the designated holiday is observed. The number of hours of designated holiday pay received shall be five percent (5%) of the straight time hours worked in the two (2) preceding pay periods or four (4) hours, whichever is greater.

2407 Work Life Balance Traditional Time Off Program

2408 Part-Time and irregularly scheduled Part-Time Health Care Professionals earn vacation in accordance with Article XVI – Work Life Balance Traditional Time Off Program.

2409 Part-Time and irregularly scheduled Part-Time Health Care Professionals will be eligible for payment of vacation at an amount equal to their posted FTE status. For example, a Health Care Professional hired into a position posted at twenty (20) hours per week who takes one week of vacation, will be paid twenty (20) hours of vacation for the week, provided the Health Care Professional has sufficient vacation hours in their account. The aforementioned language does not preclude an employee from taking a in-service cash out during the same pay period that vacation is paid.

2410 Sick Leave

2411 Part-Time and irregularly scheduled part-time Health Care Professionals earn sick leave in accordance with Article XVI – Work Life Balance Traditional Time Off Program.

2412 Education Leave with Pay

2413 Part-Time Health Care Professionals, regularly scheduled twenty (20) hours or more per week, may use three (3) workdays of Education Leave per year after the completion of one (1) full year of employment. Part-Time Health Care Professionals may accumulate unused Education Leave from year to year to a maximum of four (4) days. The Education Leave may be taken in increments of less than four (4) hours.

2414 A Health Care Professional who changes status from Full-Time to Part-Time will be credited with any accumulated Education Leave to a maximum of four (4) days. A Health Care Professional who changes status from Part-Time to Full-Time will be credited with any accumulated Education Leave and will receive one (1) additional day of Education Leave.

2415 Health, Dental and Insurance Plans

2416 Health Plan

2417 Part-Time Health Care Professionals who regularly work sufficient hours (twenty (20) hours per week for regularly scheduled Part-Time and two-hundred sixty (260) hours per quarter for irregularly scheduled Part-Time) will be entitled to Kaiser Foundation Health Plan Coverage and coverage for their eligible dependents in accordance with Article XX.

2418 Insurance Program

2419 Part-Time Health Care Professionals regularly scheduled to work thirty two (32) hours or more per week shall be entitled to all benefits of the Group Life Insurance Program outlined in Article XX, Paragraph 2030.

2420 Part-Time and irregularly scheduled Part-Time Health Care Professionals who work less than thirty two (32) hours per week will receive one thousand dollars (\$1,000) Group Life Insurance and one thousand dollars (\$1,000) Accidental Death and Dismemberment Insurance paid by the Employer. Such coverage will become effective on the Health Care Professional's date of hire.

2421 Dental Benefits

2422 Part-Time Health Care Professionals who regularly work sufficient hours (twenty (20) hours per week for regularly scheduled Part-Time and two-hundred sixty (260) hours per quarter for irregularly scheduled Part-Time) will be entitled to the dental plan in accordance with Article XX.

2500 ARTICLE XXV – SAFETY AND HEALTH

2501 The Employer shall make reasonable provisions for the safety and health of the Health Care Professionals 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 Association as well as the Health Care Professionals recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health.

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 – PRIOR BENEFITS AND POLICIES

2701 It is agreed there shall be no reduction in current and past benefits and Health Care Professional personnel policies in effect prior to the consummation of this Agreement except as agreed to by the Parties.

2800 ARTICLE XXVIII – DURATION

2801 The term of this Agreement shall be from the date of execution, and shall continue in effect to 12:01 a.m., September 30, 2015, for KBKRNA, KBPRNA, KDRNA, KFRNA, KOCPA, KOVHCPA, KPRNA, KRHCPA, KSBHPA, KSDHCPA, KSRNA, KWHRNA, and KWRNA. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

2802 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.

2803 When notice to amend is given, the Party giving notice must specify such changes in writing prior to the beginning of negotiations.

2804 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.

2805 Applicable Federal law which establishes special notice periods for health care institutions shall prevail over this Agreement.

2900 ARTICLE XXIX – REGISTERED NURSE WAGE SCHEDULE

2901 Bachelor's Degree: Registered Nurses who at the time of hire possess a Bachelor of Science Degree from an accredited college should be hired at the starting experienced rate. Registered Nurses who possess a degree at time of hire and who are started at the start rate should move to the twelve (12) month rate in six (6) months and to the twenty-four (24) month rate on their anniversary date six (6) months later. A Registered Nurse who possesses a Bachelor of Science Degree in Nursing from an accredited college, and who has one (1) or more years of experience, should be hired at the twelve (12) month rate. Registered Nurses who obtain Baccalaureate Degree in an allied health field while employed will be given one year of credit toward their next step increase. For Part-Time and Per Diem Registered Nurses, this will be 1600 hours toward their next step increase.

2902 Addendum to Wage Schedule

Part-Time, Irregularly Scheduled Part-time, and Per Diem Registered Nurses Step Advancement on the wage schedule will be as follows: 1600 hours equals one year, i.e.

<u>12 months</u>	<u>24 months</u>	<u>36 months</u>	<u>48 months</u>	<u>60 months</u>
1600 hrs	3200 hrs	4800 hrs	6400 hrs	8000 hrs

UNAC/UHCP-KP REGISTERED NURSE 2012-2015 WAGE STRUCTURE
NON ACP/PER DIEM

	Eff. Date	Inexp.	Start	1yr	2yr	3yr	4yr	5yr	6yr	8yr	10yr	15yr	20yr	25yr
Level II	10/1/12	37.369	39.611	42.781	44.919	47.166	49.052	51.014	52.799	54.516	56.287	57.750	59.194	60.674
	10/1/13	38.490	40.799	44.064	46.267	48.581	50.524	52.544	54.383	56.151	57.976	59.483	60.970	62.494
	10/1/14	39.645	42.023	45.386	47.655	50.038	52.040	54.120	56.014	57.836	59.715	61.267	62.799	64.369
Level III	10/1/12	38.866	41.198	44.493	46.718	49.053	51.016	53.056	54.913	56.697	58.541	60.063	61.564	63.104
	10/1/13	40.032	42.434	45.828	48.120	50.525	52.546	54.648	56.560	58.398	60.297	61.865	63.411	64.997
	10/1/14	41.233	43.707	47.203	49.564	52.041	54.122	56.287	58.257	60.150	62.106	63.721	65.313	66.947
Level IV	10/1/12		41.592	44.919	47.166	49.523	51.504	53.565	55.439	57.241	59.101	60.638	62.154	63.709
	10/1/13		42.840	46.267	48.581	51.009	53.049	55.172	57.102	58.958	60.874	62.457	64.019	65.620
	10/1/14		44.125	47.655	50.038	52.539	54.640	56.827	58.815	60.727	62.700	64.331	65.940	67.589
Level V	10/1/12		42.639	46.050	48.352	50.771	52.802	54.913	56.835	58.682	60.590	62.165	63.719	65.312
	10/1/13		43.918	47.432	49.803	52.294	54.386	56.560	58.540	60.442	62.408	64.030	65.631	67.271
	10/1/14		45.236	48.855	51.297	53.863	56.018	58.257	60.296	62.255	64.280	65.951	67.600	69.289
PHN	10/1/12		42.639	46.050	48.352	50.771	52.802	54.913	56.835	58.683	60.590	62.165	63.719	65.312
	10/1/13		43.918	47.432	49.803	52.294	54.386	56.560	58.540	60.443	62.408	64.030	65.631	67.271
	10/1/14		45.236	48.855	51.297	53.863	56.018	58.257	60.296	62.256	64.280	65.951	67.600	69.289
Sr. PHN	10/1/12		44.771	48.352	50.771	53.309	55.441	57.659	59.677	61.617	63.620	65.273	66.906	68.578
	10/1/13		46.114	49.803	52.294	54.908	57.104	59.389	61.467	63.466	65.529	67.231	68.913	70.635
	10/1/14		47.497	51.297	53.863	56.555	58.817	61.171	63.311	65.370	67.495	69.248	70.980	72.754

UNAC/UHCP-KP REGISTERED NURSE 2012-2015 WAGE STRUCTURE
ACP/PER DIEM (including the differential)

	Eff. Date	Inexp.	Start	1yr	2yr	3yr	4yr	5yr	6yr	8yr	10yr	15yr	20yr	25yr
Level II	10/1/12	44.843	47.533	51.337	53.903	56.599	58.862	61.217	63.359	65.419	67.544	69.300	71.033	72.809
	10/1/13	46.188	48.959	52.877	55.520	58.297	60.629	63.053	65.260	67.381	69.571	71.380	73.164	74.993
	10/1/14	47.574	50.428	54.463	57.186	60.046	62.448	64.944	67.217	69.403	71.658	73.520	75.359	77.243
Level III	10/1/12	46.639	49.438	53.392	56.062	58.864	61.219	63.667	65.896	68.036	70.249	72.076	73.877	75.725
	10/1/13	48.038	50.921	54.994	57.744	60.630	63.055	65.578	67.872	70.078	72.356	74.238	76.093	77.996
	10/1/14	49.480	52.448	56.644	59.477	62.449	64.946	67.544	69.908	72.180	74.527	76.465	78.376	80.336
Level IV	10/1/12		49.910	53.903	56.599	59.428	61.805	64.278	66.527	68.689	70.921	72.766	74.585	76.451
	10/1/13		51.408	55.520	58.297	61.211	63.659	66.206	68.522	70.750	73.049	74.948	76.823	78.744
	10/1/14		52.950	57.186	60.046	63.047	65.568	68.192	70.578	72.872	75.240	77.197	79.128	81.107
Level V	10/1/12		51.167	55.260	58.022	60.925	63.362	65.896	68.202	70.418	72.708	74.598	76.463	78.374
	10/1/13		52.702	56.918	59.764	62.753	65.263	67.872	70.248	72.530	74.890	76.836	78.757	80.725
	10/1/14		54.283	58.626	61.556	64.636	67.222	69.908	72.355	74.706	77.136	79.141	81.120	83.147
PHN	10/1/12		51.167	55.260	58.022	60.925	63.362	65.896	68.202	70.420	72.708	74.598	76.463	78.374
	10/1/13		52.702	56.918	59.764	62.753	65.263	67.872	70.248	72.532	74.890	76.836	78.757	80.725
	10/1/14		54.283	58.626	61.556	64.636	67.222	69.908	72.355	74.707	77.136	79.141	81.120	83.147
Sr. PHN	10/1/12		53.725	58.022	60.925	63.971	66.529	69.191	71.612	73.940	76.344	78.328	80.287	82.294
	10/1/13		55.337	59.764	62.753	65.890	68.525	71.267	73.760	76.159	78.635	80.677	82.696	84.762
	10/1/14		56.996	61.556	64.636	67.866	70.580	73.405	75.973	78.444	80.994	83.098	85.176	87.305

UNAC/UHCP-KP NP/PA 2012-2015 WAGE STRUCTURE
NON ACP/PER DIEM

	<u>Eff. Date</u>	<u>Start</u>	<u>0.5yr</u>	<u>1yr</u>	<u>1.5yr</u>	<u>2yr</u>	<u>3yr</u>	<u>4yr</u>	<u>5yr</u>	<u>10yr</u>	<u>15yr</u>	<u>20yr</u>	<u>25yr</u>
NP/PA I	10/1/12	51.212	53.323	55.440	57.883	60.322	62.879	65.396	67.968	70.011	72.115	73.918	75.767
	10/1/13	52.748	54.923	57.103	59.619	62.132	64.765	67.358	70.007	72.111	74.278	76.136	78.040
	10/1/14	54.330	56.571	58.816	61.408	63.996	66.708	69.379	72.107	74.274	76.506	78.420	80.381
NP/PA II	10/1/12	59.298	61.747	64.196	67.018	69.848	72.803	75.718	78.691	81.056	83.491	85.579	87.718
	10/1/13	61.077	63.599	66.122	69.029	71.943	74.987	77.990	81.052	83.488	85.996	88.146	90.350
	10/1/14	62.909	65.507	68.106	71.100	74.101	77.237	80.330	83.484	85.993	88.576	90.790	93.061

ACP/PER DIEM (including the differential)

	<u>Eff. Date</u>	<u>Start</u>	<u>0.5yr</u>	<u>1yr</u>	<u>1.5yr</u>	<u>2yr</u>	<u>3yr</u>	<u>4yr</u>	<u>5yr</u>	<u>10yr</u>	<u>15yr</u>	<u>20yr</u>	<u>25yr</u>
NP/PA I	10/1/12	61.454	63.988	66.528	69.460	72.386	75.455	78.475	81.562	84.013	86.538	88.702	90.920
	10/1/13	63.298	65.908	68.524	71.543	74.558	77.718	80.830	84.008	86.533	89.134	91.363	93.648
	10/1/14	65.196	67.885	70.579	73.690	76.795	80.050	93.255	86.528	89.129	91.807	94.104	96.457
NP/PA II	10/1/12	71.158	74.096	77.035	80.422	83.818	87.364	90.862	94.429	97.267	100.189	102.695	105.262
	10/1/13	73.292	76.319	79.346	82.835	86.332	89.984	93.588	97.262	100.186	103.195	105.775	108.420
	10/1/14	75.491	78.608	81.727	85.320	88.921	92.684	96.396	100.181	103.192	106.291	108.948	111.673

IN WITNESS WHEREOF,
the Parties hereto have executed this Agreement the day and year first above written:

SIGNATURES

KAISER FOUNDATION HOSPITALS
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

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

/s/ Edward M. Ellison, MD
Edward M. Ellison, MD
Executive Medical Director/
Chairman of the Board

/s/ Judy F. White
Judy F. White
SCPMG Business Administrator Operations

/s/ Arlene F. Peasnell
Arlene F. Peasnell
Senior Vice President, Human Resources

/s/ Maryanne M. Malzone
Maryanne M. Malzone
Senior Director, Human Resources

/s/ Richard D. Rosas
Richard D. Rosas
Assistant Director, Labor Relations

SIGNATURES

UNITED NURSES ASSOCIATIONS OF CALIFORNIA/UNION OF HEALTH CARE PROFESSIONALS

KBKRNA, KBPRNA, KDRNA, KFRNA, KOCPA, KOVHCPA, KPRNA,

KRHCPA, KSBHPA, KSDHCPA, KSRNA, KWHRNA, KWRNA

/s/ Henry Nicholas

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

/s/ Ken Deitz

Ken Deitz, RN, BSN
President
UNAC/UHCP

/s/ Bill Rouse

Bill Rouse
Executive Assistant to the Officers
UNAC/UHCP

/s/ Barbara Lewis

Barbara Lewis
Director of Collective Bargaining &
Representation, UNAC/UHCP

/s/ Suzanne Delaney, RN

Suzanne Delaney, RN
Asst. Director of Collective Bargaining
& Representation, UNAC/UHCP

/s/ Bobbi Meyer, NP

Bobbi Meyer, NP
Executive Chairperson
KBKRNA

/s/ Linda Morales, RN

Linda Morales, RN
Hospital Co-Chair
KBPRNA

/s/ Jonathon Bestwick, RN

Jonathon Bestwick, RN
Clinic Co-Chair
KBPRNA

/s/ Victoria "Vicki" Rohrig, RN

Victoria "Vicki" Rohrig, RN
Hospital President
KDRNA

/s/ Brenda Marin, RN

Brenda Marin, RN
Hospital President
KFRNA

/s/ Charlotte Hammond, RN

Charlotte Hammond, RN
Clinic President
KFRNA

/s/ Evelyn Marshall, RN, BSN, PHN

Evelyn Marshall, RN, BSN, PHN
Executive Chair
KOVHCPA

/s/ Asela Espiritu, RN

Asela Espiritu, RN
Hospital President, Anaheim
KOCPA

/s/ Janet Rossi, RN, CNOR

Janet Rossi, RN, CNOR
Hospital President, Irvine
KOCPA

SIGNATURES

UNITED NURSES ASSOCIATIONS OF CALIFORNIA/UNION OF HEALTH CARE PROFESSIONALS

KBKRNA, KBPRNA, KDRNA, KFRNA, KOCPA, KOVHCPA, KPRNA,
KRHCPA, KSBHPA, KSDHCPA, KSRNA, KWHRNA, KWRNA

/s/ Terry McMurtrey, NP, MSN

Terry McMurtrey, NP, MSN
Clinic President
KOCPA

/s/ Nelly Garcia, RN

Nelly Garcia, RN
Hospital President
KPRNA

/s/ Jane Evelyn Ragonesi, RN

Jane Evelyn Ragonesi, RN
Clinic President
KPRNA

/s/ Deidre Kirkwood, RN

Deidre Kirkwood, RN
Hospital President
KRHCPA

/s/ Cindy Klein, RN

Cindy Klein, RN
Clinic President
KRHCPA

/s/ Cynthia Turner, RN

Cynthia Turner, RN
Hospital President
KSDHCPA

/s/ Donald Alff, RN

Donald Alff, RN
Clinic President
KSDHCPA

/s/ Angela Gonzalez, RN

Angela Gonzalez, RN
Hospital President
KSBHPA

/s/ Milton Kaimoana, RN

Milton Kaimoana, RN
Clinic President
KSBHPA

/s/ Mary Danclair, RN

Mary Danclair, RN
President
KSRNA

/s/ Diana Menjivar, RN

Diana Menjivar, RN
Hospital President
KWRNA

/s/ Cecile Quisumbing, RN

Cecile Quisumbing, RN
Clinic President
KWRNA

/s/ Eva Chroust, RN

Eva Chroust, RN
Hospital President
KWHRNA

/s/ Belinda Redding, RN

Belinda Redding, RN
Clinic President
KWHRNA

LETTERS OF UNDERSTANDING

The purpose of this letter is to set forth the understandings reached during current contract negotiations with respect to matters which the parties agreed would not be included in the Agreement but would be included in a Letter of Understanding. This letter sets forth these understandings as follows:

1. **Certification Requirements**

Kaiser Permanente and the Association commit to ongoing communication as requirements for UPIN, certifications, and any similar requirements evolve. The parties agree to bargain over the effects of such changes.

2. **Association Meetings**

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

3. **Bilingual Interpretations**

Under normal circumstances, whenever the Employer has a sufficient number of bilingual nurses, a Health Care Professional shall not be removed from his or her regular work area to interpret for non English speaking patients.

4. **Combining Break and Lunch Periods - Medical Offices**

In unusual circumstances, where a Health Care Professional in the Medical Offices is unable to take time off for break purposes, the Health Care Professional may request and receive the time equivalent of such break to be used with the next following scheduled lunch period. A break is considered missed or unavailable when patient loads demand the uninterrupted services of the Health Care Professional during his or her normal break period.

5. **Degree Program**

Those Registered Nurses with five (5) or more years of service, enrolled in a Registered Nurse Bachelor's Degree Program who are confronted with an unanticipated change in their class schedule during the last two (2) quarters/ semesters of their program may:

- a) be temporarily reassigned to an available position that does not conflict with the Registered Nurse's class schedule, and;
- b) at the conclusion of the course of study, the Registered Nurse shall be returned to the former or comparable position.

6. Educational Leave

The Employer agrees that Health Care Professionals may use Educational Leave on their days off in the same manner that it is utilized on scheduled workdays. That is to say, the Health Care Professional will receive eight (8) hours of Educational Leave on any given day, unless the Health Care Professional specifically requests less than eight (8) hours.

7. Eighty (80) Hour Pay Period

It is agreed that the eighty (80) hour pay period will be utilized for the purpose of determining weekly overtime/premium for night shift Health Care Professionals who are scheduled six (6) days in one (1) week and four (4) days the subsequent week solely as a result of the workweek. It is understood that the eighty (80) hour pay period shall be solely for the purpose of achieving every other weekend off.

8. Home Health Registered Nurses and Public Health Nurses Mileage Advance

It is agreed that an amount which is mutually acceptable to Management and the Association will be paid to each Home Health Registered Nurse and Public Health Nurse on a monthly basis as an advance for mileage reimbursement.

9. Inter-Bargaining Unit Transfers

The following applies to inter-bargaining unit transfers of Health Care Professionals within the Southern California Region between United Nurses Associations of California (UNAC/UHCP) and the American Federation of Nurses (AFN). It is understood this agreement is for Health Care Professionals who have completed their initial new hire probationary period with the Employer.

The parties agree that said transferees will undergo a trial period/transfer probationary period as opposed to a new hire initial probationary period as follows:

AFN Registered Nurses Transferring to UNAC/UHCP Position Vacancies:

Full-Time Registered Nurses who are accepted for a lateral transfer from an AFN position into a UNAC/UHCP position will undergo a new job trial period of thirty (30) calendar days. Part-Time Registered Nurses who are accepted for a lateral transfer from an AFN position to a UNAC/UHCP position will undergo a twenty (20) working day trial period. For transfers resulting in a move to any Specialty Unit, the Emergency Room, or into a Public Health Nurse or Home Care position, the trial period will be extended an additional thirty (30) calendar days.

UNAC/UHCP Registered Nurses Transferring to AFN Position Vacancies:

Full-Time Registered Nurses who are accepted for a lateral transfer from a UNAC/UHCP position into an AFN position will undergo a job probationary period of ninety (90) calendar days. Transferees who are accepted into positions that require completion of a special course to become qualified shall undergo a sixty (60) day probationary period beginning after the completion of the course.

Return Rights to Former Assignment During Trial Period:

Should the Registered Nurse fail to qualify for the new assignment or elect to return to the former assignment during the trial/probationary period, said Registered Nurse shall be returned to his/her former assignment if unfilled, or to a comparable assignment if his/her former assignment has been filled. Registered Nurses who return to a former or comparable assignment pursuant to this Agreement shall suffer no loss of seniority, wage, wage level or benefit(s) for the time period spent in the transfer.

Limitation of Agreement:

The intent of this agreement is to address Inter-Bargaining Unit Transfers only. It is not the intent of this agreement to modify or supersede any provisions of the AFN or UNAC/UHCP Collective Bargaining Agreements currently in force.

10. Joint Labor/Management Education Committee/Fund

In the interest of providing high quality patient care and career progression opportunities for Health Care Professionals, and in accordance with the Kaiser Permanente and Labor commitment to make an essential investment in educational, training and development, the Association and Employer have jointly established an Education Committee/Fund. The purpose of this fund is to encourage and support career development of Health Care Professionals, which ultimately enhances Kaiser Permanente's ability to provide superior health care to its members.

The Committee charged with the administration of the educational fund shall consist of three (3) representatives from Management to include a representative from Labor Relations, a representative from inpatient nursing and a representative from the medical offices; and three (3) representatives from the Association, to include the Association President (or designee), and two (2) additional representatives. The joint committee will determine the type and scope of educational/training courses offered and the criteria for selecting Health Care Professionals for such programs. The Committee shall follow the guidelines developed during the local negotiations that are set forth below. The joint committee shall meet as often as necessary, but at least

quarterly. The joint committee will retain sole authority to make decisions on fund expenditures.

Guidelines

- Classes in various specialties
- Single focus training
- Mentoring/precepting
- Identify training needs for each Service Area, Medical Group and Hospital
- Increase number of internal Kaiser Permanente specialty training programs
- Collaborate by way of interest based problem solving and consensus
- Review program annually
- Various training modalities
- Providing competent health professional relief coverage

The Education Fund will be maintained at \$550,000 for each year of the Agreement (beginning January 1, 2006). It is understood that these monies will only be utilized for those courses, seminars, programs, educational materials, instructors and other associated costs of providing training. As part of the yearly accrual of \$550,000, Nurse Practitioners and Physician Assistants will be eligible for CEU/CME reimbursement of up to \$500.00 per calendar year. Per Diem Nurse Practitioners and Physician Assistants working a minimum of 1000 hours in the twelve (12) month period prior to the date of the course are eligible to receive CEU/CME reimbursement up to \$250.00 per calendar year.

Further, Health Care Professionals will be required to attend the educational/training courses on their own time, and such time spent in training will not count as hours worked for the purpose of computing overtime, premium pay or another benefit associated with their employment. Employees may utilize their paid Educational Leave to attend training programs sponsored by the Education Fund.

11. Joint Staffing and Scheduling Committee

Each Service Area and/or Medical Center will implement a joint labor/management committee that will be charged with developing a scheduling and staffing process that meets the needs of the members, employees and Employer. This Committee will also determine the appropriate way for their respective area to address the changing needs of the Nursing Units as vacancies occur, including skill mix. However, unless a need for

change has been identified, postings for vacancies will be reflective of the prior incumbent status and shift.

Additional issues to be addressed by the Joint Staffing and Scheduling Committee include, but are not limited to: review of Full-Time, Part-Time, per diem and irregularly scheduled Part-Time positions to include number of positions and hours worked; work schedules (fixed or unfixed); self-scheduling; and increase and/or decreases in number of bargaining unit positions; and the identification of a Union partner to work with the Employer in developing monthly work schedules.

12. Mandatory Certification

Kaiser shall provide training, time, and materials to meet mandatory certification requirements and/or re-certification requirements. Each local joint Labor Management Committee shall decide upon a method of implementation to ensure mandatory certification and/or re-certification using the following guidelines:

- Ensure access to certification programs and flexibility
- Develop a master regional calendar of certification programs

13. Non Professional Duties

The Employer agrees that in the course of managing its operation to continue to utilize to as great a degree as possible the professional skills of the Registered Nurse. The Registered Nurse Committee may make specific recommendations for the resolution of genuine problems to the appropriate Management Representative.

14. Levels Review Committee

Levels Review Committee, comprised of representatives from labor and management, will meet on a quarterly basis, or more frequently if needed, to review the requests for reclassification to a higher level utilizing the agreed upon criteria. The Levels Review Committee will consider the following types of requests for reclassifications to: Registered Nurse II to Registered Nurse III; Registered Nurse Charge/Senior; Registered Nurse Practitioner I to Registered Nurse Practitioner II and Physician Assistant I to Physician Assistant II. Repeat requests for reclassification will not be considered for review unless there has been a substantive/significant change in job function. Additionally, job descriptions for new positions or for existing positions that have substantively changed must be submitted to the Committee before posting.

15. Per Diem Seniority

For purposes of bidding from a Per Diem classification to a permanent classification, the Per Diem's total hours worked at that affiliate shall be used for the purpose of determining affiliate facility seniority for said transfer request. Per Diem Health Care Professionals who transfer to a permanent status will receive an affiliate facility seniority date measured from date of hire. Per Diem employees may apply for permanent positions at any time.

Upon transfer to a permanent position, wage progression will occur according to the Collective Bargaining Agreement.

Upon transfer to a permanent position, vacation eligibility will be based on date of hire.

Upon transfer to a permanent position, future job transfers, vacation selection (except Fontana) and holiday selection will be based on affiliate facility seniority. In KFRNA, vacation selection is based upon date of hire in Fontana.

16. Floating

1. Floating Priority/Sequence

The start order for the selection of Health Care Professionals to float is as follows:

- a) Volunteers
- b) Registry
- c) Travelers on Extra Hours

The Medical Center shall further develop policy that considers the following in the float rotation:

- a) Per Diem Staff
- b) Travelers
- c) Staff on extra shifts/days
- d) Overtime
- e) Health Care Professional working as a replacement for another Health Care Professional
- f) Charge RN's/Preceptors should not float when they are fulfilling the role of charge or preceptor

2. Policy Statements

- Intent to float once per shift, return to home unit is not an additional float.
- There should be equitable distribution of floating by all shifts (8/10/12 hour).
- New graduate RN's shall not float during the first six (6) months after completion of the probation period. This time frame applies to both Full-Time and Part-Time new graduates.
- Newly hired Full-Time Health Care Professionals shall not float until ninety (90) days after the probation period, and Part-Time Health Care Professionals shall not float until they have worked 720 hours. This exclusion shall not apply to Health Care Professionals hired into a "Float Pool" position.
- Department and work location reflected on posting shall define the home unit for the purposes of float.
- Any time the Health Care Professional leaves his/her home unit/department it will be considered a float turn.
- Each unit shall be responsible for maintaining float log.

In addition, at each Medical Center, the RN Committee, operating under the principles of Labor Management Partnership will sponsor an ad hoc committee to address issues related to floating. The ad hoc committee will be responsible for making recommendations regarding float policies/practices to the RN Committee for consideration and approval. The float policy shall be reviewed annually by the RN Committee. The ad hoc committee shall consider the following in their work:

- Reducing the number of floats less than a full shift
- Creating/expanding float pools
- Reviewing service/unit float
- Evaluating the amount and reason for floating
- Identifying creative approaches/incentives to make floating desirable

The ad hoc committee will be responsible for making recommendations regarding float policies/practices to the RN Committee for consideration and approval by July 1, 2006.

17. Registry Utilization/Scheduling of Additional Hours

It is the intent of the Employer to utilize employee Health Care Professionals to fill shift vacancies prior to the scheduling and utilization of Registry Health Care Professionals except when working extra shifts negatively impacts patient care, co-workers or the requesting Health Care Professional, or when the Health Care Professional does not

possess the qualifications to perform the work in the unit/ department where the shift vacancy exists.

Health Care Professionals must volunteer during the first (1st) two (2) weeks of the current schedule for available hours for the subsequent new schedule. At the close of the two (2) week sign-up period, the Employer will attempt to fill the remaining unassigned available hours with Registry personnel. Once confirmed, the Registry personnel cannot be displaced. The order of selection for Health Care Professionals to work additional shifts is as follows:

- a) Part-Time Health Care Professionals available for additional day(s) –Non Premium Time
- b) Per Diem – Non Premium Time
- c) Full-Time and Part-Time available for additional days –Premium Time
- d) Per Diem – Premium Time

In addition, the parties acknowledge Registry may be utilized in situations where the granting of overtime to a Health Care Professional results in consecutive day pay beyond seven (7) consecutive shifts.

Violations of this agreement will result in the affected Health Care Professional(s) being offered an extra shift within the subsequent thirty (30) day period. Should the same Health Care Professional again be affected within a six (6) month period, the Health Care Professional shall receive pay for time lost as if the Health Care Professional had worked the shift in question.

18. Review of Current Staffing Patterns

In recognition of mutual objectives of both parties in maintaining and improving the quality of patient care, the Employer agrees to continue to review staffing patterns. The review will include the evaluation of instances where requests for additional staffing have been made to the immediate supervisor. In the course of this review, the Employer shall invite the Executive Committee of the Health Care Professionals Association to provide information pertinent to the review. The Employer may keep the Executive Committee informed of the progress of the review. Decisions regarding staffing standards and assignment procedures will remain the exclusive right and responsibility of the Employer.

19. NP/PA Education Time Off

The following outlines the procedure for ensuring Registered Nurse Practitioners and Physician Assistants contractual time off for continuing Education and to ensure time off for training.

1. If NP/PA requests time off for continuing education or training 90 days before the posted schedule, the request shall be granted. Written acknowledgement shall be given within 10 days after receipt of requests.
2. If NP/PA requests time off for continuing education or training 89-60 days before the posted schedule, the request should be granted (a good faith effort will be made based on minimum staffing considerations).
3. If NP/PA requests time off for continuing education or training 59-30 days before the posted schedule, the request may be granted (subject to minimum staffing considerations).
4. If an NP/PA requests time off for continuing education or training outside of the time frames, reasonable consideration will be given (for example, local sites have flexibility based on minimum staffing needs).

It is suggested that Management consider exploring the following guidelines to assist in meeting minimum staffing to support the aforementioned:

- Per Diem pool
- Communicate availability of various training program options to supervisors
- Post NP/PA positions now
- Create pool of retired NP's/PA's who would be willing to work Part-Time or Per Diem.

20. Timekeeping

The parties have agreed to a timekeeping mechanism that incorporates an "Auto Lunch" for Registered Nurses in the bargaining unit. The Employer will implement an "Exception" timekeeping mechanism for Registered Nurse Practitioners and Physician Assistants covered by the CBA. During the term of this Agreement, the parties will jointly assess the feasibility of moving the Registered Nurses to an "Exception" timekeeping system.

21. Replacement Factor

Requests for time off submitted by a Health Care Professional who finds his/her own replacement for a shift, shall be granted by the Employer if the replacement Health Care Professional is fully qualified, working sufficient hours according to his/her employment status, not on premium hours, and has not made a previous commitment to the Employer to be scheduled for the shift. This letter is not intended for time off requests of more than three (3) consecutive scheduled work days.

22. Vacation Seniority - Fontana

At the Fontana facility, seniority for vacation scheduling will continue to be based on date of hire at the Fontana facility and its outlying medical office buildings.

23. Workload

The Employer and the Association agree to the following mechanism to address issues related to workload during the term of the Collective Bargaining Agreement:

- a) The Association or the Employer may initiate a request, in writing, to convene a meeting between representatives of both parties. Such requests will outline the issues to be discussed relating to workload.
- b) The party receiving such request will arrange for a meeting to discuss the issues within thirty (30) days of receipt of the request.
- c) Each such meeting will be comprised of not more than three (3) Association Representatives (including both State and Local Affiliate Representatives) and three (3) Employer Representatives (including the Administrator or designee and the Local Human Resources Leader).
- d) The parties at such meeting will be charged with resolving the issues. In the event a mutually acceptable agreement is not reached, the matter may be pursued at the second step of the Grievance Procedure, to include arbitration.
- e) This mechanism is in no way intended to add to, delete from or to modify any provisions of the basic Collective Bargaining Agreement.

24. Joint Utilization Review

Six (6) months after an employee is hired into a Part-Time, per diem or irregularly scheduled Part-Time position, the Association may request a joint review to determine the utilization of such positions.

- a) If an employee, over the six (6) month period, has been scheduled in a manner consistent with the definition of Part-Time, per diem or irregularly scheduled Part-Time, no change will occur.
- b) If over a six 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, LOA, sick leave replacement, or volume fluctuations), the parties will meet as requested by the Association to discuss the need to post the additional hours or an additional position.

Based on seniority, employees will have the option of claiming additional permanent Part-Time hours as they become available in the employee's job classification and department up to eight (8) hours per day and forty (40) hours per week. The awarding of additional hours will be done in the following order:

- 1. Part-Time
- 2. Irregularly Scheduled Part-Time
- 3. Per Diem

The posting and awarding of any additional positions resulting from this review will be done in accordance with the CBA.

25. Hard to Fill Days

Beginning with the 2006 vacation module process, the RN Committee and Management will develop a process to allow additional UNAC/UHCP Health Care Professionals the opportunity to apply for and be granted time off for the following "Hard to Fill Days".

- a) Mother's Day
- b) Father's Day
- c) Valentine's Day
- d) Halloween
- e) Day After Thanksgiving

The RN Committee, with assistance from the unit based representatives will determine if the granting of the "hard to fill" days is by lottery system, rotation, seniority, or equitable distribution among the requesting Health Care Professionals. Requests for the "hard to fill" days will be submitted in conjunction with the annual vacation election process. The Health Care Professional's regular work schedule shall not be changed and there will be no additional compensation for working the "hard to fill" days. The

process will be jointly reviewed on an annual basis by the RN Committee and management to evaluate if this provision has resulted in decreased sick calls or other last minute call offs on the designated “hard to fill” days.

26. Preceptor

The preceptor is an experienced and competent staff nurse 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. The preceptor may be relieved of a caseload while precepting. The preceptor role extends beyond basic orientation. For example, an experienced Med/Surg RN who goes into a critical care program needs to be precepted for a period of time before working totally independent. New graduates also have preceptors who spend time with them. The preceptor orients new hires and new graduates to their roles and responsibilities on their assigned unit and introduces new staff to the formal and informal rules, customs, culture and norms of their co-workers and workplace. The primary role of the preceptors are as follows:

- Staff Nurse Role Model – by example
- Assist new hire or new graduate into workgroup
- Insures the individual is exposed to all aspects of the job and gains the necessary experience; assists in the evaluation of learning needs and implements learning plans, and provides input regarding the job performance. It should be noted however, that the preceptor is not responsible for developing the learning plan, nor is the RN the sole evaluator of the learning performance.

27. Time Off Requests and Processes

Each department shall identify an individual responsible for processing time off requests, and collect data on approvals and denials. This data shall be presented quarterly to the RN Committee.

All denials shall be automatically reviewed by the manager and the employee shall receive a response within ten (10) calendar days from the original request date.

28. NP/PA Dual Postings

NP/PA positions shall be posted with both classifications in all areas, except in those facilities where the PA’s are not represented by UNAC/UHCP.

29. Registered Nurse National Certification Recognition

The Association and Employer will meet and jointly identify the National Certifications that will qualify a Registered Nurse for a "Recognition Payment". Upon obtaining an agreed upon National Certification, Registered Nurses will receive a \$500 "Recognition Payment". This provision also applies to Registered Nurses who currently have one of the agreed upon Certifications. Registered Nurses that recertify following the initial "Recognition Payment" will receive a "Recertification Payment" of \$250. "Recognition Payments" and "Recertification Payments" are limited to one (1) National Certification per Registered Nurse.

Per Diem Registered Nurses working a minimum of one-thousand (1,000) hours in the twelve (12) month period prior to date of the certification are eligible to receive an initial recognition payment of \$250.00, and a \$125.00 recertification recognition payment pursuant to the terms and conditions applied to Full-Time and Part-Time Registered Nurses.

30. RN/PHN

A Registered Nurse working in Home Health who obtains a PHN will be reclassified as a PHN. Registered Nurses currently working in Home Health who have already obtained a PHN will be reclassified effective May 4, 2006.

31. 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.

The aforementioned letter of understanding is subject to the terms and conditions of the National Agreement, and should these benefits change or cease to exist, so shall this language.

32. 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.

The aforementioned letter of understanding is subject to the terms and conditions of the National Agreement, and should these benefits change or cease to exist, so shall this language.

33. Per Diem Work Commitment

Definitions:

Per Diem Health Care Professional: A Health Care Professional who works intermittently as a replacement.

Work Commitment:

Per Diems holding Per Diem positions effective October 1, 2005, will be required to make a work commitment of twenty-four (24) shifts per year as follows:

- Six (6) scheduled shifts per quarter, two (2) of which must be weekend shifts. This does not include any agreements to work for a member of the nursing staff.

Per Diems holding Per Diem positions subsequent to October 1, 2005, will be required to make a work commitment as follows:

- Eight (8) twelve (12) hour scheduled shifts per quarter, two (2) of which must be weekend shifts. This does not include any agreements to work for a member of the nursing staff.
- Twelve (12) eight (8) hour scheduled shifts per quarter, three (3) of which must be weekend shifts. This does not include any agreements to work for a member of the nursing staff.

Applicable to all Per Diem Health Care Professionals:

- Be available to work at least one shift in each of the following categories:

Major: New Year's Eve, New Year's Day, Thanksgiving, Christmas Eve, Christmas Day

Hard to Fill: Valentines Day, Mother's Day, Father's Day, Halloween, day after Thanksgiving.

- The definition of "availability" is: Days and times the Health Care Professional has committed to work when called/scheduled by the staffing agent.
- If a Health Care Professional is available to work a shift in the "Major" or "Hard to Fill" categories and is not called/scheduled, s/he will be deemed as having met the requirement of being "available" to work at least one shift in the applicable category. Declining work when "available" will not count towards the commitment.
- Scheduled per diem shifts must match employer projected needs at least 80% of the time.
- Per Diem staff are scheduled after available additional hours have been assumed by part time staff and prior to the posting of the schedule.
- Per Diems who are unavailable for a scheduling period (28 days) will submit in writing a request for time off.

- Those Health Care Professionals identified as “available but not confirmed” on the monthly schedule are not on standby and have the right to refuse work if asked. Such Health Care Professionals have the ability to work as a “replacement” when requested by another Health Care Professional pursuant to the Replacement Factor Letter of Understanding.

Cancellation:

- Employer cancellation (SCPMG only) of a scheduled shift will be recognized and counted toward meeting the total shift commitment.
- Self-cancellation of a confirmed, scheduled shift within 24 hours of the shift must follow facility policy regarding calling off.

Miscellaneous:

- Doubles will count as two worked shifts.
- Double credit will no longer be given for a weekend shift.
- Last minute shifts worked will count toward commitment.

Scheduling:

- Each unit shall develop and print a “Draft” schedule. This draft schedule shall be posted:
 1. Thirty-five (35) to twenty-eight (28) calendar days prior to the commencement of the schedule. This time period shall be to allow part time Health Care Professional’s time to provide availability and to be scheduled up to forty (40) hours at straight time in a workweek on an equitable basis.
 2. Twenty-eight (28) to twenty-one (21) calendar days prior to the commencement of the schedule. This time period shall be to allow per diem Health Care Professional’s time to provide availability and to be scheduled up to forty (40) hours at straight time in a workweek on an equitable basis.
 3. Twenty-one (21) to fourteen (14) calendar days prior to the commencement of the schedule. This time period shall be to allow the appropriate management representatives time to review the schedule prior to posting.
 4. Fourteen (14) calendar days prior to the commencement of the schedule, the schedule shall be posted per the CBA.

Joint Review:

- Each facility RN Committee or Advance Practice Committee shall conduct a joint bi-annual (twice a year) review to ensure the needs of both the Employer and the Per Diem Health Care Professional are being met. The results of said review shall be forwarded to the appropriate Labor Relations and UNAC/UHCP representative. In the event a Per Diem Health Care Professional has failed to meet their commitment, the parties shall meet on a local basis jointly with the Health Care Professional to address the issue of commitment.

INDEX

ARTICLE/PARAGRAPH	PAGE
Access Rights of Association Representatives	16
Addendum to Wage Schedule	73
Advance Hire Placement for NP's and PA's	45
Advance Hire Placement for Registered Nurses	44
Advance Practice Committee	59
Agreement	2
Alternate Compensation Program (ACP)	43
Alternate Retiree Medical Plan	63
Arbitration	13
Article I Recognition and Coverage	3
Article II Courtesy	4
Article III Rights of Management	4
Article IV Strikes and Lockouts	5
Article V Membership	5
Article VI Non-Discrimination	7
Article VII Association Representation	7
Article VIII Discipline	9
Article IX Grievance and Arbitration Procedure	11
Article X Probation and Evaluation	16
Article XI Seniority	18
Article XII Job Postings and Filling of Vacancies	21
Article XIII Health Care Professional Vacancies	25
Article XIV New or Revised Jobs	25
Article XV Hours of Work and Overtime	26
Article XVI Work/Life Balance Traditional Time Off Program	32
Article XVII Compensation	43
Article XVIII Leaves of Absence	50

Article XIX	Advance Practice Nurse/Physician Assistant	57
Article XX	Health, Dental and Insurance Plans	60
Article XXI	Medical Malpractice Insurance	66
Article XXII	Pension Plan	67
Article XXIII	Education	68
Article XXIV	Part-Time and Irregularly Scheduled	70
Article XXV	Safety and Health	72
Article XXVI	Savings Clause	72
Article XXVII	Prior Benefits and Policies	72
Article XXVIII	Duration	72
Article XXIX	Registered Nurse Wage Schedule	73
Assignment to a Higher Classification	.....	47
Association Leave of Absence	.....	9
Association Representatives	.....	8
Benefits While on Industrial Leave	.....	54
Benefits While on Leave of Absence	.....	54
Bereavement Leave	.....	55
Bilingual Differential	.....	47
Bulletin Boards	.....	9
Cancellations (KTO)	.....	20
Confidential Medical Charts	.....	42
Continuing Education	.....	59
Coverage (Advance Practice Nurse/Physician Assistant)	.....	60
Coverage (Part-Time and Irregularly Scheduled)	.....	70
Definition of Advance Practice Nurse	.....	57
Definition of Physician Assistant	.....	57
Dental Benefits (Part-Time and Irregularly Scheduled)	.....	72
Dental Plan	.....	65
Designated Holiday Falling During Sick Leave	.....	34

Designated Holiday Falling During Vacation	34
Designated Holiday Falling on Scheduled Day Off	34
Designated Holiday Falling on Sunday	34
Designated Holiday Work Schedules	35
Designated Holiday Worked	33
Designated Holidays	33
Designated Holidays (Part-Time and Irregularly Scheduled)	70
Disability Retirement	61
Early Retirement	61
Education Leave Accumulation	69
Education Leave with Pay	69
Education Leave with Pay (Part-Time and Irregularly Scheduled)	71
Education Leave without Pay	70
Education Tuition Reimbursement	69
Eligibility (Leaves of Absence)	50
Employee Purchased/Optional (Life Insurance)	65
Employer Paid (Life Insurance)	64
Evaluation Procedures	57
Exemptions (Membership)	7
Experimental/Alternative Work Schedules	29
Family Leave	50
Filling of Vacancies – Promotion	22
Filling of Vacancies – Transfer	23
First Step (Grievance and Arbitration Procedure)	11
Float Differential	46
Full-Time Health Care Professional Status	48
General (Grievance and Arbitration Procedure)	15
General (Seniority)	18
Grievance Procedure	11

Health, Dental and Insurance Plans (Part-Time and Irregularly Scheduled)	71
Health Care Professional Status	48
Health Plan (Part-Time and Irregularly Scheduled)	71
Health Plan Coverage – Active Health Care Professionals	60
Health Plan Coverage Coordinated with Medicare On or After July 1, 1989	64
Health Plan Coverage Coordinated with Medicare Prior to July 1, 1989	64
Health Screen	17
In Service Education	68
Income Protection and Extended Income Protection	41
Indemnification (Membership)	7
Inexperienced Registered Nurses	44
Insurance Program (Part-Time and Irregularly Scheduled)	71
Integration of Compensation Benefits and Sick Leave	42
Inter-Facility Transfer or Promotion	24
Inter-Regional Transfer	24
Irregularly Scheduled Part-Time Health Care Professional Status	48
Job Description and Rate	25
Job Postings	21
Job Sharing	30
Jury Duty	56
Leave of Absence in Conjunction with Vacation	37
Length of Vacation	35
Letters of Understanding	80
Life Balance/Personal Days	32
Life Insurance	64
Loss of Seniority	19
Maintenance (Membership)	6
Mediation	13
Medical Appointments	55

Medical Leaves of Absence	51
Medicare Reimbursement	63
Mileage Allowance	48
Military Leave of Absence	53
Minimum Call-In Pay	30
New Health Care Professional Notice	6
New Hire Probation	16
No Pyramiding of Overtime	29
Normal Retirement	62
Notice of Termination	25
Notice of Vacancies	22
Notification Regarding Transfer Request	24
Observance of Patient Schedules	58
Occupational Injury or Illness Leave of Absence	52
Part-Time Health Care Professional Status	48
Payroll Deduction of Association Dues	6
Per Diem Health Care Professional Status	49
Performance Evaluation	17
Permanent Rate	26
Personal Leaves of Absence	50
Personal Time Off	53
Personnel Record Information	10
Posting and Filling Vacancies	59
Postponed Retirement	62
Preamble	1
Preceptor Differential	48
Preferred Vacation Periods	37
Pre-Retirement Survivor Annuity	67
Probation (Part-Time and Irregularly Scheduled)	70

Promotions to a Higher Classification	48
Rate Trial Period	26
Reduction in Force and Recall	18
Registered Nurse Committee	7
Requirements (Membership)	5
Retiree Health Plan Coverage	61
Return from Leave of Absence	53
Return to the Bargaining Unit	20
Schedules and Posting	27
Scheduling	27
Scheduling Vacation	37
Second Step (Grievance and Arbitration Procedure)	12
Shift Differential	47
Shift Differential Eligibility	35
Shifts and Starting Times	27
Sick Leave	40
Sick Leave (Part-Time and Irregularly Scheduled)	71
Signatures	77
Special Education	69
Specialty Units	45
Standby Pay	49
Survivor Benefit	65
Survivor Coverage	63
Tax Deferred Retirement Savings Plans	68
Temporary Health Care Professional Status	49
Tenure Increases	44
Third Step (Grievance and Arbitration Procedure)	12
Time Limits (Grievance and Arbitration Procedure)	15
Unworked Designated Holiday	34

Vacation	35
Vacation Accrual Schedule	36
Vacation Accumulation	36
Vacation Cancellation	38
Vacation In-Service Cash Out Option	37
Vacation Pay	36
Vacation Pay at Termination or Retirement	37
Wage Schedules	43
Wage Step Increases	58
Wage Structure	74
Weekend Position Differential	43
Weekend Scheduling	30
Witness Pay	55
Work Life Balance Traditional Time Off Program (Part-Time and Irregularly Scheduled)	70
Workweek and Pay Periods	26

NOTES



UNAC/UHCP

AFFILIATE REGISTERED NURSES ASSOCIATIONS

Kaiser Bakersfield	31-44
Kaiser Baldwin Park	31-34
Kaiser Downey	31-17
Kaiser Fontana	31-01
Kaiser Ontario Vineyard	31-43
Kaiser Orange County	31-39
Kaiser Panorama City	31-23
Kaiser Riverside	31-32
Kaiser San Diego	31-28
Kaiser South Bay	31-24
Kaiser Sunset (Los Angeles)	31-18
Kaiser West Los Angeles	31-25
Kaiser Woodland Hills	31-14

KAISER PERMANENTE