

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, 2018 – September 30, 2021

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PREAMBLE

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

If there is a conflict, unless expressly stated otherwise, The National Agreement shall supersede the local collective bargaining agreements; however, in cases where local collective bargaining agreements contain explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the local collective bargaining agreement, The National Agreement shall not be interpreted to deprive the employees of such wage, benefit or condition. It is understood that it is not the intent of the parties to inadvertently enrich or compound wages, fringe benefits or other conditions or to create opportunities for "cherry picking," "double dipping," etc.

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."

ARTICLE 1 – 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: Baldwin Park Medical Center, Downey Medical Center, Orange County – including Anaheim Medical Center and Irvine Medical Center, Panorama City Medical Center, Riverside Medical Center, San Bernardino County – including Fontana Medical Center and Ontario Medical Center, San Diego – including Zion Medical Center and San Diego Medical Center, South Bay Medical Center, West Los Angeles Medical Center, Woodland Hills Medical Center, the Mental Health Center, and Kern County Medical Center. In addition, all Registered Nurses and Nurse Practitioners at Medical Office locations associated with the Los Angeles Medical Center (Sunset) and Nurse Practitioners at Moreno Valley Medical Center 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, Kern County facilities, and Woodland Hills 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.

ARTICLE 2 – COURTESY

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

ARTICLE 3 – 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.

ARTICLE 4 – 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, sympathy 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.

ARTICLE 5 – 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.

515 Voluntary Political Education and Action Fund

516 The Employer agrees to administer a voluntary check-off of bargaining unit employee contributions to the Union's Committee on Political Education (COPE) fund. The program shall include the following provisions:

1. Contributions to the COPE fund are voluntary for bargaining unit employees.
2. The Union is responsible for obtaining check-off authorization from each bargaining unit employee who wishes to have a voluntary payroll deduction.
3. The Union will reimburse Kaiser Permanente for the costs of administering the payroll deductions.

ARTICLE 6 – NON-DISCRIMINATION

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

ARTICLE 7 – HARASSMENT

- 701 The Employer is committed to providing a work environment free from discrimination and unlawful harassment, such as verbal, physical, or visual that is unwelcome and is based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment.

ARTICLE 8 – ASSOCIATION REPRESENTATION

- 801 Association Representatives
- 802 The Association will be allowed to appoint a reasonable number of Association Representatives to handle disputes as defined in the Grievance and Arbitration Article.
- 803 The Association Co-Chairpersons (or President where applicable) will be the Chief Representatives of the Association within the Medical Center.
- 804 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.
- 805 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.
- 806 Access Rights of Association Representatives
- 807 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.

808 New Employee Orientation

809 In the interest of promoting the Labor Management Partnership, the Employer shall provide the Association access to new employee orientation (NEO) meetings to explain Association membership, the local Association contract, the National Agreement and the cooperative partnership relationship between the Union and the Employer. The Association portion of a NEO meeting shall be a minimum of one hour, with mandatory attendance by new employees, employees changing from one bargaining unit to another bargaining unit, and employees changing from non-represented to represented. The Employer shall provide the Association the date and times of NEO meetings at least one week in advance and shall provide the names of new bargaining unit employees attending an NEO session at least two days in advance of the meeting. The Employer agrees to provide a positive image of the Association and Association representation and shall remain neutral with regard to Association membership.

810 Association Meetings

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

812 Association Leave of Absence

813 In support of the Partnership relationship, upon request, the Employer will grant time off to employees for official Association business as long as the number of employees absent for Association business does not impose an unreasonable burden on the Employer and the Employer receives reasonable notice.

814 Association leaves will be defined according to the following:

Short-Term Leaves are defined as leaves up to 30 days. Employees will continue to accrue seniority, service credit and benefits during the time of the absence, at the expense of the Employer. The impact of multiple short-term leaves on the operations must be considered.

Long-Term Leaves are defined as leaves of absence for more than 30 days and up to a maximum of one year. Such leaves will be granted by the Employer in increments of three months and shall be jointly reviewed, on a periodic basis, at the regional level. Seniority, service credit, credited service and health, dental and life insurance benefits will continue during the leave as long as the Association reimburses Kaiser Permanente for the associated costs.

Elected Official Leave. Any employee elected to an Association office will be automatically granted a leave of absence for the duration of the term or three years, whichever is less. Employees must return to work after the completion of one term. Seniority, health, dental and life insurance benefits will continue during this time, as long as the union reimburses Kaiser Permanente for the associated cost. Service credit and credited service will be applied for a maximum of two years, as long as the Association reimburses the Employer for such costs. As

provided in local agreements, leaves beyond one term may be granted, but will not include service credit.

- 815 The Employer and the Association will work together to ensure reasonable notice and to minimize impact on service and care delivery associated with this provision.
- 816 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.
- 817 Bulletin Boards
- 818 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.
- 819 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.

ARTICLE 9 – CORRECTIVE ACTION and DISCIPLINE

- 901 Corrective Action
- 902 The parties agree to follow the Corrective Action process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.
- 903 Issue Resolution
- 904 The parties agree to the philosophy and concepts outlined in the Issue Resolution process developed by the Southern California Labor/Management Partnership Sub-committee. The parties agree to follow the program as established.
- 905 In the event the Issue Resolution process is discontinued the parties will meet to determine if an alternative process is necessary.
- 906 Discipline
- 907 The Employer shall discipline, suspend or discharge any Health Care Professional for just cause only.
- 908 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.

- 909 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.
- 910 If the Association is not notified within seven (7) workdays, the termination will be considered automatically appealed to Step Two of the Grievance Procedure.
- 911 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.
- 912 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.
- 913 Personnel Record Information
- 914 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.
- 915 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 1106.
- 916 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.
- 917 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.
- 918 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.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

1001 Grievance Procedure

1002 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.

1003 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.

1004 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.

1005 First Step

1006 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.

1007 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.

1008 Second Step

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

1010 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.

1011 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.

1012 Third Step

1013 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.

1014 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.

1015 The Third Step answer is to be made within ten (10) calendar days following conclusion of the hearing(s).

1016 Arbitration

1017 The Association will have ten (10) calendar days following receipt of the Step Three response, in which to appeal the grievance to arbitration.

1018 Appeals to arbitration will be made by letter to the Labor Relations Representative.

1019 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.

1020 Arbitrators are only authorized to provide interpretation of the application of this Agreement, and shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement. An Arbitrator has no authority to order an interest payment, damages nor expenses in conjunction with any back pay award.

1021 The decision of the Arbitrator shall be final and binding on the parties. Decisions are to be rendered within thirty (30) calendar days of the final presentation of evidence. Extension shall be by mutual agreement of the parties.

1022 Expenses of arbitration shall be shared equally by the parties. Each party will be responsible for the cost of its representation and witnesses.

1023 The grievant shall be permitted time off work to attend the arbitration proceedings. Said time shall be without pay, unless arrangements have been made for the grievant to receive vacation pay. In addition, any approved time off granted for arbitration preparation shall be either approved vacation pay or without pay.

1024 Following the appeal of a grievance to arbitration, the parties may schedule a pre-arbitration meeting for the final evaluation of facts and conducting related business.

1025 Mediation

1026 A grievance may only be referred to mediation by mutual agreement of the parties following a timely appeal to arbitration.

- 1027 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.
- 1028 The expenses and fees of the Mediator shall be shared equally by the parties.
- 1029 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.
- 1030 Neither attorneys nor court reporters nor any type of note takers shall be allowed to be present at the proceedings.
- 1031 The mediation proceedings shall be entirely informal in nature. The relevant facts shall be elicited in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- 1032 Either party may present documentary evidence to the Mediator, which shall be returned to the parties at the conclusion of the proceedings.
- 1033 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.
- 1034 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.
- 1035 The Mediator's verbal opinion should be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The Mediator, however, shall have no authority to compel the resolution of the grievance.
- 1036 If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- 1037 If the grievance is arbitrated, the Mediator shall not serve as the Arbitrator. Neither the discussions nor the Mediator's opinion will be admissible in a subsequent arbitration proceeding.

- 1038 Should the mediation be scheduled during the grievant's shift, the grievant will be permitted time off work, subject to staffing availability, to attend mediation proceedings, without loss of pay. Association observers may request time off for Association business without pay.
- 1039 General
- 1040 No settlement decision of any Arbitrator, or of the Employer, in any one(1) case shall create a basis for retroactive adjustment in any other case.
- 1041 A grievance involving paycheck clerical errors may be presented up to one (1) year from the date of such error.
- 1042 Either party may elect to include additional representatives at any step of the Grievance Procedure.
- 1043 Grievances shall either be filed on behalf of an individual employee or a group of employees via class action. Class action grievances must specify the affected employees by department, entity or medical center. Back pay liability shall be limited to claimed contract violations that occurred within a thirty (30) calendar day period prior to the filing of the grievance, unless mutually agreed to otherwise by the parties.
- 1044 Time Limits
- 1045 Time limits may be extended by mutual agreement of the parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without having first been processed through at least one (1) formal step of the grievance procedure.
- 1046 If the Employer does not act within the time limits provided at any step, the Association may proceed to the next step as it elects. Any grievance not filed or appealed timely is automatically considered settled. The date used to determine the timeliness of an appeal shall be the date of the postmark or the date received by the Employer. The date used to determine the timeliness of the Employer's response shall be the date of the postmark or the date received by the Association.
- 1047 If the Employer is not responding in a timely fashion, the Association will appeal the grievance expeditiously, without the Employer's response.

ARTICLE 11 – PROBATION AND EVALUATION

- 1101 New Hire Probation
- 1102 Each newly hired Full-time and Part-Time 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. Each per diem Health Care Professional will serve a probationary period of two hundred and forty (240) hours worked, or having worked the minimum per diem work commitment for two consecutive quarters, whichever occurs first. 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.

- 1103 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.
- 1104 Probationary periods may be extended by any absences.
- 1105 Nothing in this Article implies a delay in the Health Care Professional becoming a member in good standing of the Association.
- 1106 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.
- 1107 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.
- 1108 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.
- 1109 Health Screen
- 1110 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.
- 1111 Performance Evaluation
- 1112 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 15.

ARTICLE 12 – SENIORITY

1201 General

1202 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).

1203 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.

1204 On an annual basis, either party may request the review of departmental/unit level seniority lists for purposes of determining the accuracy of such.

1205 Reduction in Force and Recall

1206 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.

1207 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.

1208 A Health Care Professional affected through the application of paragraph 1206 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.

1209 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.

1210 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.

1211 Loss of Seniority

1212 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.

1213 Return to the Bargaining Unit

1214 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).

1215 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.

1216 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.

1217 Cancellations (KTO)

1218 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

- 1219 If a Health Care Professional receives a MKTO (Mandatory Kaiser Time Off) 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.
- 1220 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.
- 1221 It is understood that KTO will be distributed equitably on the aggregate.
- 1222 Health Care Professionals will assist Management in setting up the rotation and tracking whose turn it is to be on KTO.
- 1223 Employees KTO'd, may use their vacation/Personal days for the day on which they were KTO'd.

ARTICLE 13 – PATIENT CARE ADVOCACY AND PROFESSIONAL PRACTICE

- 1301 Kaiser Permanente and the Association are committed to providing quality patient care to Kaiser Permanente members and patients. The following nurse staffing ratios have been established through our Labor Management Partnership.

Unit Name	KP Sponsored	DHS, CA Mandated Ratios
Critical Care / ICU	1:2	1:2
Neonatal ICU	1:2	1:2
Continuing Care Nursery	1:4	1:4
Perinatal Services		
Labor & Delivery	1:2	1:2
Antepartum	1:3	1:4
Postpartum	1:6 (mothers only)	1:6 (mothers only)
	1:3 (couplets)	1:4 (couplets)
Well-Baby Nursery	1:6	1:8
Combined L&D / Postpartum	**	1:3
Post-anesthesia (PACU)	1:2	1:2
Emergency Department	Trauma 1:1 Critical care 1:2 Visits 1:3 Fast Track 1:4 (75% over 24 hrs.)	Trauma 1:1 Critical care 1:2 Visits 1:4
Operating Room	1:1	1:1
Pediatrics	1:3	1:4
Stepdown	1:3	1:3 (effective 1/1/2008) (Previously 1:4)
Telemetry (Medical Surgical Patients with an active cardiac monitoring order are considered telemetry patients)	1:3	1:4 (effective 1/1/2008) (Previously 1:5)
Medical / Surgical	1:4	1:5 (effective 1/1/2005) (Previously 1:6)
Subacute / Transitional Care	1:5	**
Specialty Care (includes Oncology)	**	1:4 (effective 1/1/2008) (Previously 1:5)
Psychiatric	1:5	1:6

(** not determined)

- 1302 The parties agree to meet and discuss this agreement as changes occur due to emerging innovation, technology, empirical evidence including health services research, and resulting models of care.

1303 Registered Nurse Committee

- 1304 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.).
- 1305 The Management representatives will generally be a Medical Center Administrator, Nursing Executive or designee, Human Resources Leader and others as required by the Employer.
- 1306 The Registered Nurse Committee will normally be comprised of the Local Affiliate Executive Committee.
- 1307 A written agenda will be mutually agreed upon normally two (2) weeks prior to any scheduled meeting.
- 1308 The agenda items will include referenced guidelines located in Appendix A. Appendix A lists Standing Agenda Items (A) to be addressed each meeting, and also contains additional required monthly agenda items by month, referred to as Annual Calendar of Agendas (B). For optional use to assist the monthly agenda development, a template form is available with Standing Agenda Items (A) to and a placeholder to add monthly items (B) and affiliate-specific agenda.
- 1309 The purpose of the referenced guidelines is to universally organize work required by the KP-UNAC/UHCP Collective Bargaining Agreement and make the RN Committee as productive and efficient as possible, while working in Partnership for the best results and meet the goals of Kaiser Permanente. While one of the goals is to standardize the items being addressed at RN Committees throughout the Region, it is understood that the parties locally may elect to add agenda items and may also elect to bypass items not applicable to them. However, the intent of the parties is that the RN Committees remain as aligned to the guidelines as practicable.
- 1310 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.
- 1311 Meetings will be quarterly as requested by the Association. The Parties may mutually provide for additional meetings where a need exists.
- 1312 The Employer recognizes the need for and will participate in meetings to discuss issues unique to specific groups of Registered Nurses such as Nurse Practitioners. From time to time, the Registered Nurse Committee may suggest meetings of special ad hoc groups to resolve such issues.
- 1313 Joint Staffing and Scheduling Committee
- 1314 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.

- 1315 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.

1316 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.

1317 Workload

- 1318 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.

1319 Ambulatory Staffing/Workload Committee

- 1320 The parties agree to establish local ambulatory staffing/workload committees within one hundred twenty days (120) of ratification of this Agreement to address staffing/workload issues in the medical office environment.

- 1321 The Committee shall be composed of three (3) ambulatory RNs, two (2) ambulatory NPs or PAs, and one (1) UNAC/UHCP staff representative. The Employer will have a maximum number of five (5) ambulatory leaders, three (3) of whom will be RNs whose primary responsibility is ambulatory care management. The Committee shall use an interest based, problem solving

- approach in completing its work, and address: 1) RN staffing, 2) backfill due to RN vacancies, and 3) NP/PA workload.
- 1322 The Committee shall meet as frequently as needed to complete its work within six (6) months of commencing.
- 1323 FLOATING
- 1324 Floating Priority/Sequence
- 1325 The start order for the selection of Health Care Professionals to float is as follows:
- a) Volunteers
 - b) Registry
 - c) Travelers on Extra Hours
- 1326 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
- 1327 Floating Policy Statements
- 1. Intent to float once per shift, return to home unit is not an additional float.
 - 2. There should be equitable distribution of floating by all shifts (8/10/12 hour).
 - 3. 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.
 - 4. Newly hired Full-Time and Part-Time Health Care Professionals shall not float until completion of the new hire probation period. Newly hired Per Diem Health Care Professionals may float from date of hire, subject to qualification and proper orientation to the unit. This exclusion shall not apply to Health Care Professionals hired into a "Float Pool" position.
 - 5. Department and work location reflected on posting shall define the home unit for the purposes of float.
 - 6. Any time the Health Care Professional leaves his/her home unit/department it will be considered a float turn.
 - 7. Each unit shall be responsible for maintaining float log.
- 1328 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:

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

1329 The ad hoc committee will be responsible for making recommendations regarding float policies/practices to the RN Committee for consideration.

1330 Registered Nurses Assigned to Inter-Facility Patient Transfer

1331 Registered Nurses (RNs) assigned as transport RNs during an inter-facility patient transfer from a Kaiser Permanente Medical Center to another hospital or care facility, will adhere to the Employer's compliance policies and procedures, including any policies concerning inter-facility patient transfers.

1332 The following guidelines will apply when a qualified RN is assigned as a transport RN:

1333 The Charge/Senior RN on duty will delegate the assignment of transport RN to qualified RNs as follows:

- 1. Primary RN assigned to the patient
- 2. Volunteers by seniority. Future assignments will be rotated among volunteers by seniority and tracked in a department log.
- 3. If no volunteers, the transport RN will be assigned by inverse seniority, and rotated for future assignments by inverse seniority and tracked in a department log.
- 4. Assignment of the transport RN may be bypassed due to mitigating factors, such as patient care assignments, shift end time, performance action plans, etc.

1334 RNs will be on the clock and compensated in accordance with the Collective Bargaining Agreement pay provisions, and the Employer's travel time policies, including any overtime or premium pay obligations.

1335 The RN will comply with federal, state and regional regulations, including EMTALA, HIPAA, and any other inter-facility transfer legal requirements.

1336 The RN will adhere to the physician orders, scope of practice, and documentation requirements. The RN will be available to assist the paramedic or EMT during transport.

1337 The RN is covered under the Employer's medical malpractice insurance coverage per Article 27 of the Collective Bargaining Agreement (paragraph 2701).

1338 The RN will be expected to return to the originating facility and/or location as soon as feasible. In the event the RN is not able to secure return transportation with the paramedic or ambulance service, the RN will be provided a taxi voucher to cover the costs for traveling back to the facility or be reimbursed for the cost of purchasing alternative means of travel.

1339 Preceptor

1340 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 roles 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.

1341 Relief Charge/Senior RN Role and Coverage

1342 Registered Nurses (RNs) may assume the role of Relief Charge/Senior RN when Charge/Senior RNs are not scheduled, absent, on approved time off or vacation, or unavailable due to other circumstances.

1343 In the event there is not an existing and agreed upon process or protocol utilized in the unit or department to identify and utilize RNs as Relief Charge/Senior RNs, the following guidelines will apply:

1. RNs identified to function as Relief Charge/Senior RNs will receive appropriate orientation and training as that provided to Relief Charge/Senior RNs hired through the job posting process.
2. If multiple volunteers are needed, a pool of Relief Charge/Senior RNs will be identified for the unit/department, up to the required number of RNs needed as designated by Management.
 - a) The role of the Relief Charge/Senior RN shall be rotated equitably.
 - b) Tracking of the rotation will be made available for RNs upon request.
3. RNs who are a recent new grad or new hire in last six (6) months are not eligible to function as a Relief Charge/Senior RN.
4. RNs will commit to fulfill Relief Charge/Senior RN assignment minimally for twelve (12) months.
5. If an RN is no longer interested to be assigned as a Relief Charge/Senior RN after fulfilling the twelve (12) month commitment, the RN will give at least sixty (60) days' notice to management.

1344 Levels Review Committee

1345 A 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; Nurse Practitioner I to 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.

1346 Mandatory Certification

1347 Kaiser shall provide training, time, and materials to meet mandatory certification requirements and/or re-certification requirements. Each local joint Labor Management Committee (including but not limited to RN Committees, etc.) shall decide upon a method of implementation to ensure mandatory certification and/or re-certification using the following guidelines:

1. Ensure access to certification programs and flexibility
2. Develop a master regional calendar of certification programs

1348 In the event the Employer arranges the training to be provided off-site rather than in-house, the Employer will pay training fees and time. The Employer will not pay training fees or time when the training is offered in-house and the RN elects to attend an outside program, however may be eligible to use Education Leave to attend the outside program.

1349 Just Culture

1350 Just Culture is the framework that Kaiser Permanente and UNAC/UHCP will jointly integrate and utilize to ensure quality, service and patient safety. Implementing the Just Culture principles promotes and sustains an environment of safety, which encourages employees to report errors and near misses without the fear of retaliation and ensures balanced accountability for both individuals and the organization responsible for designing and improving systems in the workplace.

1351 Labor and Management will work together to create and sustain an environment of Just Culture by ensuring key elements of Just Culture are used and understood by employees and management (e. g. Just Culture training in NEO, addressed through local labor management committees, utilization of the Just Culture toolkit and algorithm).

1352 Reporting to the Board of Registered Nursing (BRN)/California Physician Assistant Board

1353 With respect to reporting members of the UNAC/UHCP bargaining unit to the Board of Registered Nursing (BRN)/California Physician Assistant Board, Kaiser Permanente intends to make reasonable efforts to notify the UNAC/UHCP State Office prior to reporting to the BRN (Board of Registered Nursing)/California Physician Assistant Board. It is understood that failure to notify UNAC/UHCP State office in advance carries no penalty or remedy. It is also understood that this agreement, nor its application, interpretation and execution thereof is not grievable. Should the Employer fail to notify pursuant to this agreement, the parties will seek to identify the root cause of such failure in hopes of ensuring adherence going forward.

1354 Technology

1355 The Employer and Association recognize that new technologies continue to advance the healthcare field, improving the quality and efficiency of care provided to patients, and may affect the practice of Health Care Professionals. Both parties acknowledge that an intent of utilizing new technology is to assist the Health Care Professionals in providing safe, therapeutic and effective patient care and to support, and not to interfere with clinical decision making which allows nurses to focus on key aspects of their professional responsibilities within the structure of nursing process, including the individualized assessment and care of the patient.

1356 Non Professional Duties

1357 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.

ARTICLE 14 – ADVANCE PRACTICE NURSE/PHYSICIAN ASSISTANT

1401 Definition of Advance Practice Nurse

1402 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.

1403 Definition of Physician Assistant

1404 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.

1405 Evaluation Procedures

1406 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.

1407 The primary evaluation period shall begin when a Health Care Professional is classified as an Advance Practice Nurse/Physician Assistant.

1408 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.

1409 Upon completion of the initial six (6) month assignment, the Advance Practice Nurse/Physician Assistant will continue under periodic written reviews.

1410 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.

- 1411 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.
- 1412 Nothing in this procedure shall preclude the Advance Practice Nurse/Physician Assistant from participation in the grievance process for all other contractual matters.
- 1413 The Parties herein express adherence to paragraphs 601 and 805 of the Agreement concerning non-discrimination.
- 1414 Wage Step Increases
- 1415 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.
- 1416 Observance of Patient Schedules
- 1417 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.
- 1418 Notwithstanding the Association's right to exercise economic action when its own contract is terminated, the Employer, in accordance with Article 4 – 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-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.
- 1419 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.
- 1420 Posting and Filling Vacancies
- 1421 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.
- 1422 All Advance Practice Nurse/Physician Assistant vacancies will be posted in accordance with the provisions of the Agreement as set forth in Article 15, paragraph 1502.
- 1423 The practice of the Association reviewing the reasons for the non-selection of Advance Practice Nurse/Physician Assistant applicant shall continue.

1424 Advance Practice Committee

1425 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 at least quarterly 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.

1426 Coverage

1427 All other Articles of this Agreement apply to Advance Practice Nurse/Physician Assistant, except as modified or limited by this Article.

ARTICLE 15 – JOB POSTINGS AND FILLING VACANCIES

1501 Job Postings

1502 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.

The Employer shall provide the Union a one-time thirty (30) day advance notice of its intent to begin simultaneously posting Health Care Professional job vacancies both internally and externally. The simultaneous internal and external posting shall not diminish the rights of any bargaining unit Health Care Professional who bids on an open position within the seven (7) day posting period.

1503 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.

1504 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.).

- 1505 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.
- 1506 Notice of Vacancies
- 1507 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.
- 1508 Filling of Vacancies - Promotion
- 1509 "Promotion" shall mean a change in classification to a Senior or Charge Nurse or a Registered Nurse hired into a Nurse Practitioner or Physician Assistant position. Promotions to a Nurse Practitioner position shall be handled in accordance with Article 14.
- 1510 Charge and Senior RN positions will be posted and filled through the agreed upon interview and selection process. This process will include an interview panel using weighting criteria which is scored and documented (refer to Appendix B).
- 1511 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
- 1512 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.
- 1513 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.
- 1514 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.

1515 Filling of Vacancies - Transfer

1516 "Transfer" shall mean a change from one position to another position, except as specified in paragraph 1509.

1517 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 2012, 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.

1518 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.

1519 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 2012. In addition, Health Care Professionals will be given first opportunity for enrollment in training programs over new graduates, inexperienced new hires and interim permittees.

1520 Inter-Facility Transfer or Promotion

1521 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.

- 1522 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.
- 1523 Inter-Regional Transfer
- 1524 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.
- 1525 Notification Regarding Transfer Request
- 1526 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.
- 1527 Once notified of the granting of a position, the concerned Health Care Professional will acknowledge acceptance of the position within twenty-four (24) hours.
- 1528 Notice of Termination
- 1529 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.

ARTICLE 16—HEALTH CARE PROFESSIONAL VACANCIES

- 1601 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 provide a written notification that includes basic information, e.g. position, department/unit, shift hours and status. Additional information can be provided upon request and the Employer shall meet at the Association's request to discuss the reason for such decision.
- 1602 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.

ARTICLE 17 – NEW OR REVISED JOBS

- 1701 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.

1702 Job Description and Rate

1703 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.

1704 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.

1705 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.

1706 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.

1707 Rate Trial Period

1708 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.

1709 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.

1710 Permanent Rate

1711 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.

1712 Should the Association believe that a job has been significantly changed or a new job established without use of the above procedure, the Association may file a grievance regarding such change, in which event any change in rate shall become effective beginning with the date such grievance is filed.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

1801 Workweek and Pay Periods

1802 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.

- 1803 A payroll period shall consist of the two (2) consecutive workweeks preceding payday.
- 1804 Shifts and Starting Times
- 1805 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.
- 1806 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.
- 1807 Schedules and Posting
- 1808 The Employer will have a monthly, four (4) week, six (6) week, or eight (8) week work schedule reflecting holidays and days off, and the schedule will be posted at least fourteen (14) calendar days in advance.
- 1809 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.
- 1810 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.
- 1811 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. Health Care Professionals will notify management or designee, and the adjustment will be made to the schedule. This paragraph is not intended for time off requests of more than three (3) consecutive scheduled work days.
- 1812 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.

- 1813 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.
- 1814 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.
- 1815 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.
- 1816 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).
- 1817 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.
- 1818 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.
- 1819 No Mandatory Overtime
- 1820 Acceptance of overtime and additional shifts beyond a bargaining unit Health Care Professional's regularly scheduled shift(s) shall be voluntary, except during a state of emergency declared by City, County, State or Federal authorities, or during a short-term (not to exceed 24 hours) City or County mandatory diversion override. In the event of such a state of emergency or diversion override, the Employer will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime.
- 1821 Experimental/Alternative Work Schedules
- 1822 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 (self-scheduling)

1823 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.

1824 No Pyramiding of Overtime

1825 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.

1826 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.

1827 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.

1828 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.

1829 Weekend Scheduling

1830 Every Health Care Professional shall be regularly scheduled so they are assured every other weekend off.

1831 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.

1832 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.

- 1833 For eight (8) hour shifts, weekend shall mean Saturday and Sunday, except in the case of the night shift which shall mean Friday and Saturday. For ten (10) hour and twelve (12) hour, weekend shall mean Saturday and Sunday, including the night shift.
- 1834 In the event of a major catastrophe, the Association shall waive this section.
- 1835 Minimum Call-In Pay
- 1836 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.
- 1837 A Health Care Professional called for more than two (2) hours work shall receive pay for actual hours worked.
- 1838 Job Sharing
- 1839 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.

ARTICLE 19 – WORK/LIFE BALANCE TRADITIONAL TIME OFF PROGRAM

- 1901 The Employer has 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. Life Balance Days
- 1902 Life Balance Days
- 1903 Full-Time Health Care Professionals will accrue Life Balance Days at the rate of 3.33 hours per month to a maximum of 40 hours per year. Part-Time Health Care Professionals will accrue Life Balance Days on a prorated basis based on hours paid (up to a maximum of eighty (80) hours per pay period) in the previous two (2) pay periods.
- 1904 Life Balance 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 Life Balance Days in conjunction with vacation, those Life Balance Days may be granted only after the vacation selection process outlined in this Agreement. The Life Balance Days will, insofar as possible, be granted on the day(s) most desired by the Health Care Professional. Requests for Life Balance 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. Life Balance 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 Life Balance 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. Life Balance Days may be donated to another benefited employee. Life Balance Days that are accrued, and not used, are paid out upon transfer to an ineligible status. Once granted, a more senior HealthCare Professional shall not be able to displace the granted individual.
- 1905 Unused Life Balance Day hours at the end of a calendar year shall be rolled over into the Health Care Professional's Vacation Account. Life Balance Day hours deposited into the Health Care Professional's Vacation Account shall remain in the Vacation Account for the Health Care Professional's use as vacation time.
- 1906 Time Off Requests and Processes
- 1907 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.
- 1908 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.

1909 DESIGNATED HOLIDAYS

1910 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

1911 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.

1912 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.

1913 Designated Holiday Worked

1914 Authorized time worked by a Health Care Professional on a designated holiday listed in paragraph 1910, 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.

1915 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.

1916 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.

1917 Unworked Designated Holiday

1918 Unworked designated holiday hours for which a holiday allowance is paid shall not count as hours worked for the purpose of calculating overtime.

1919 Designated Holiday Falling During Vacation

1920 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 this Article and the vacation period is granted. Absent selection of the above options, option two (2) shall occur.

1921 Designated Holiday Falling During Sick Leave

1922 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.

1923 Designated Holiday Falling on Scheduled Day Off

1924 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.

1925 Designated Holiday Falling on Sunday

1926 Designated holiday falling on a Sunday shall be observed on the following Monday, as may be provided by Federal legislation.

1927 Designated Holiday Work Schedules

1928 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
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1929 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.

1930 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 1928.

1931 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.

1932 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 1928 above.

1933 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.

1934 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.

- 1935 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.
- 1936 Designated Minor Holidays
- 1937 Memorial Day-Independence Day - Labor Day
- 1938 Health Care Professionals will make known their preferences for time off on the three (3) designated minor holidays listed above. A minor holiday request form (bidding to be off work) will be jointly developed and utilized at the local level. An availability and cancellation list will be created. Their preferences, if available, shall be awarded in order of affiliate facility seniority. If a Health Care Professional is on vacation during Memorial Day / Independence Day / Labor Day, that constitutes selection of the minor designated holiday.
- 1939 Notice to request minor holidays will occur at the same time as the annual vacation election process. Requests for minor holidays can be submitted prior to March 1 and may also be submitted any time in accordance with paragraph 1915. It is understood that this is the lone exception to the sixty (60) day time frame set forth in paragraph 1915. Requests for minor holidays may be submitted and approved / denied during the annual vacation process.
- 1940 Although the Employer is not required to grant minor holidays, the Employer will endeavor to release as many Health Care Professionals as feasible for minor holidays.
- 1941 Requesting to Work the Designated Holiday
- 1942 1. Major Holidays
- Health Care Professionals submitting requests to work a Major Holiday will follow the following process:
- 1) Requests to work designated Major Holidays are reviewed and processed during the annual bidding process for granting time off on designated holidays.
 - 2) The Health Care Professional will indicate (on the form to be submitted) his or her preferences, prioritizing the choices as to when they are requesting to work. If offering to work more than one Major Holiday, the Health Care Professional will indicate preferences in order of each holiday (i.e., first (1st) choice – holiday most desired, second (2nd) choice, third (3rd) choice, etc.).
 - 3) Health Care Professionals who formally offer to work a Major Holiday during the annual designated Major Holiday bidding process will have priority to work the holiday.
 - 4) Once granted, the Health Care Professionals will be placed on the schedule in the respective unit or department, beginning with the most senior, according to their preferences and priority choices.
 - 5) If the Health Care Professional has already been granted to work one of their preferred choices, then the next health care Professional(s) will be granted to work the available shift on the Major Holiday, by seniority on an equitable basis.
 - 6) Health Care Professionals in a Part-time and Full-Time status will bid to work Major Holidays on an equal basis. Health Care Professionals in a Per Diem status are excluded from this process and are held to the Per Diem Work Commitments regarding availability to work holidays.

- 7) If all the shifts have been filled for the Major Holiday to meet core or minimum staffing, those not granted to work will be placed on an “availability willing to work” list, which will be maintained by the unit or department and be available upon request.
- 8) A Health Care Professional on the “availability willing to work” list will be offered to work the Major Holiday if needed.
- 9) A Health Care Professional can opt out from the “availability willing to work” list with thirty (30) days notice prior to the schedule being finalized and posted. In this case the next person on the list will be offered if needed.
- 10) Any Health Care Professional who then subsequently requests to be added to “availability willing to work” list after the Major Holiday bidding process, will notify management, and will be added to the bottom of the list, on a first come basis.
- 11) However, Health Care Professionals who are on the “availability willing to work” list to work the Designated Holiday after the schedule is posted, and then offered to fill an open and available shift on the Designated Holiday, retain the right to decline the offer to work.

1943 2. Minor Holidays

Health Care Professionals submitting requests to work a Minor Holiday will follow the following process:

- 1) Requests to work designated Minor Holidays are reviewed and processed during the annual bidding process for granting time off for vacations (per Scheduling Vacation provision).
- 2) The Health Care Professional will indicate (on the form to be submitted) his or her preferences, prioritizing the choices as to when they are requesting to work. If offering to work more than one Minor Holiday, the Health Care Professional will indicate preferences in order of each holiday (i.e., first (1st) choice – holiday most desired, second (2nd) choice, third (3rd) choice, etc.).
- 3) Health Care Professionals who offer to work a Minor Holiday during the annual vacation bidding process will have priority to work the holiday.
- 4) Once granted, the Health Care Professionals will be placed on the schedule in the respective unit or department, beginning with the most senior, according to their preferences and priority choices.
- 5) If the Health Care Professional has already been granted to work one of their preferred choices, then the next health care Professional(s) will be granted to work the available shift on the Minor Holiday, by seniority on an equitable basis.
- 6) Health Care Professionals in a Part-time and Full-Time status will bid to work Minor Holidays on an equal basis. Health Care Professionals in a Per Diem status are excluded from this process and are held to the Per Diem Work Commitments regarding availability to work holidays.
- 7) If all the shifts have been filled for the Minor Holiday to meet core or minimum staffing, those not granted to work will be placed on an “availability willing to work” list, which will be maintained by the unit or department and be available upon request.
- 8) A Health Care Professional on the “availability willing to work” list will be offered to work the Minor Holiday if needed.
- 9) A Health Care Professional can opt out from the “availability willing to work” list with thirty (30) days notice prior to the schedule being finalized and posted. In this case the next person on the list will be offered if needed.

- 10) Any Health Care Professional who then subsequently requests to be added to “availability willing to work” list after the Major Holiday bidding process, will notify management, and will be added to the bottom of the list, on a first come basis.
- 11) Schedules of Health Care professionals can “NOT” be changed to accommodate those who are willing to work.
- 12) However, Health Care Professionals who are on the “availability willing to work” list to work the Designated Holiday after the schedule is posted, and then offered to fill an open and available shift on the Designated Holiday, retain the right to decline the offer to work.

1944 3. General Provisions (Applying to Major and Minor)

1945 All other Collective Bargaining Agreement provisions concerning Designated Holidays, both Major and Minor Holidays, shall apply.

1946 Utilizing the Replacement Factor provision will not be considered for scheduling work on Designated Holidays, as individuals who are available to work an available shift on the Designated Holiday should request to be added to the “availability willing to work” list and afforded the opportunity to work prior to replacements.

1947 Shift Differential Eligibility

1948 Unworked holiday pay shall include the shift differential for the Health Care Professional.

1949 VACATION

1950 Leave Accrual Date

1951 The Leave Accrual Date determines the Health Care Professional’s accrual rate and is their most recent date of hire, adjusted for breaks-in-service in accordance with the Rehire policy and guidelines.

1952 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.

1953 The Leave Accrual 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 Leave Accrual Date. Leaves of absence of sixty one (61) days or more will be deducted in their entirety from the Leave Accrual Date, excluding Occupational Leaves or Military Leaves.

1954 Vacation Accrual Schedule

1955 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

- 1956 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.
- 1957 Vacation Accumulation
- 1958 Health Care Professionals may accumulate up to a maximum of two years vacation accrual in their vacation account.
- 1959 Vacation Pay
- 1960 Health Care Professionals shall not receive their shift differential with vacation pay. 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.
- 1961 Vacation shall not be considered as time worked for the purposes of calculating overtime.
- 1962 Vacation Pay at Termination or Retirement
- 1963 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.
- 1964 Leave of Absence in Conjunction with Vacation
- 1965 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.
- 1966 Requests for leave of absence, without pay, in excess of one (1) week in conjunction with vacation will be considered on an individual basis.
- 1967 Vacation In-Service Cash Out Option
- 1968 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.
- 1969 Preferred Vacation Periods
- 1970 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.
- 1971 Scheduling Vacation
- 1972 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.

1973 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 1979. 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.

1974 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.

1975 Vacation Cancellation

1976 In the event that a vacation week has been granted to an employee who subsequently takes a leave of absence (MLOA, FMLA/CFRA, 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 1977, annually.

1977 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.

1978 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.

- 1979 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.
- 1980 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 1965, 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.
- 1981 For purposes of vacation scheduling only, those Health Care Professionals whose start times fall outside of the definitions set forth in paragraph 1805, 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 1979.
- 1982 A request for vacation shall not be denied because of the season or time of year.
- 1983 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.
- 1984 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.

- 1985 Hard to Fill Days
- 1986 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
- 1987 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.
- 1988 SICK LEAVE
- 1989 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.
- 1990 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.
- 1991 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.
- 1992 Each full-time Health Care Professional shall be provided an annual allotment of 120 Sick Leave hours, or 15 days, at the beginning of each payroll calendar year, herein referred to as Annual Sick Leave (ASL). There shall be no limit on sick leave accumulation.
- 1993 Part-time Health Care Professionals will be provided a prorated allotment of ASL hours based on her or his scheduled hours; adjustments, made on actual hours worked, are made every pay period.
- 1994 Sick Leave time off for which pay is received shall not be considered an interruption of continuous service.
- 1995 Sick Leave shall not be considered as time worked for purposes of computing overtime.
- 1996 Sick Leave pay shall include regular shift differential.
- 1997 Effective first pay period of January 2006, the Sick Leave Bank will be divided into PRE, POST and Annual Sick Leave (ASL) banks. Sick leave hours accrued on and after the first pay period of January 2006 and unused in the current calendar year, will be placed in a POST-Sick Leave bank

for the purposes of establishing a Health Reimbursement Account (HRA) in retirement (see paragraph 2372). A Health Care Professional's accrued and unused Sick Leave hours as of the last pay period of December 2005, shall be placed in the Health Care Professional's PRE-Sick Leave bank. When a Health Care Professional accesses Sick Leave, Sick Leave hours shall be withdrawn first from the ASL bank; upon exhaustion of the ASL bank, PRE-Sick Leave hours will be utilized; and upon exhaustion of both the ASL bank and PRE-Sick Leave bank, the POST-Sick leave bank will be utilized. A newly hired or transferring Health Care Professional will accrue ASL and POST-Sick Leave hours only. If the transferring Health Care Professional has a PRE-Sick Leave/ESL bank under his or her former position or union group, then those hours will remain in a PRE-Sick Leave/ESL bank.

1998 Medical Appointments

1999 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.

1999A Short Term Disability and Long Term Disability

1999B Health Care Professionals scheduled twenty (20) or more hours per week shall be provided with a Short Term Disability Plan (STD) or Long Term Disability Plan (LTD), unless waived by ACP participation. Whether the employee is eligible for STD or LTD is based on length of service. Health Care Professionals must be actively-at-work on the date the STD or LTD coverage becomes effective. Coverage will be deferred until return to active employment.

1999C For Health Care Professionals with less than two (2) calendar years of service, STD insurance shall be provided and is effective the first day of employment, or when transferred to an eligible status, if later. STD benefit payments shall commence at the later of exhaustion of Sick Leave hours (Annual Sick Leave and Banked Sick Leave), and any immediately-elected Flexible Personal Days, first (1st) day of hospitalization, or eighth (8th) day of illness or injury. STD benefits are paid for a maximum of one (1) year from the date the Health Care Professional first became disabled or is no longer disabled, whichever occurs first.

1999D For Health Care Professionals with two (2) or more calendar years of service, LTD insurance shall be provided and is effective after two (2) years of employment, or when transferred to an eligible status, if later. LTD benefit payments shall commence at the exhaustion of Sick Leave hours (Annual Sick Leave and Banked Sick Leave), or after ninety (90) days of disability whichever is later and shall continue for a maximum 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 LTD 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.

1999E 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.

- 1999F Income Protection and Extended Income Protection coverage terminates at the end of employment or upon transfer to an ineligible status.
- 1999G 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.
- 1999H Integration of Compensation Benefits and Sick Leave
- 1999I Health Care Professionals who are eligible for basic State Disability Insurance (SDI), or Workers' Compensation, or Family Temporary Disability (FTDI) benefits shall have their paid sick leave payments reduced by the amount of the SDI, Workers' Compensation or FTDI benefit the Health Care Professional is eligible to receive, so that combined SDI, Workers' Compensation or FTDI benefits 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 Occupational Injury or Illness-related absence. A Health Care Professional electing this option will be placed on an unpaid Occupational Leave commencing with the date of disability. All contractual provisions as specified in Article 21, Benefits While on Leave of Absence or Industrial Leave, will apply. In the event the Health Care Professional does not provide such written notice to the Employer, sick leave offset will automatically be processed. In the payment of sick leave to Health Care Professionals on sick leave, disability or Workers' Compensation, the Employer will deduct taxes in accordance with Federal and State laws.
- 1999J 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 National Human Resources Service Center.
- 1999K Confidential Medical Charts
- 1999L 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.

ARTICLE 20 – COMPENSATION

- 2001 Wage Schedules
- 2002 The base wage schedules for Health Care Professionals are listed in Article 32 – Registered Nurse Wage Schedule. Article 32 also includes the wage schedule for Per Diem Health Care Professionals and those on the Alternate Compensation Program.
- 2003 Tenure Increases

2004 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.

2005 Inexperienced Registered Nurses

2006 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.

2007 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' experience

2008 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) years' experience at the above schedule (Allied Health field profession is defined as Medical Technologist, Discharge Planner, Utilization Review, Medical Military, LVN, etc.).

2009 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 (1) year operating room experience for purposes of placement on the initial hiring scale.

2010 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	

2011 Specialty Units

2012 Specialty Units are defined as Intensive Care Unit, Coronary Care Unit, Neonatal Intensive Care Unit, 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 2040. Registered Nurse First Assistants are classified as Level V Registered Nurses.

2013 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.

2014 Alternate Compensation Program (ACP)

2015 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.

Health Care Professionals may enroll in ACP when newly hired or newly eligible, or during the open enrollment period. Participation begins the first (1st) day of the pay period of the new year following open enrollment, or on the first day of the pay period following enrollment for a newly eligible employee.

2016 Health Care Professionals, if desiring this option, must remain in the ACP for the duration of the payroll calendar year. A payroll calendar year is determined by the biweekly payroll cycles within each year. This means that an ACP payroll calendar year can begin prior to January 1 and end prior to December 31, depending on the biweekly cycles. 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 or only upon showing a loss of other medical coverage or a qualified family or employment status change. 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. No additional vacation will accrue while in the ACP. Accrued sick leave and education leave will be frozen and not be available for use. Frozen hours will be restored if and when the Health Care Professional returns to the regular benefit program.

- 2017 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.

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

- 2018 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.

- 2019 ACP Health Care Professionals may exercise affiliate facility seniority on the vacation schedule to obtain their two (2) weeks of unpaid leave.

- 2020 ACP Health Care Professionals shall receive all overtime premiums and/or shift differential.

- 2021 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.

Health Care Professionals who retire while enrolled in the ACP and who otherwise meet eligibility for post-retirement benefits will be provided with post-retirement benefits.

- 2022 Weekend Position Differential

- 2023 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.

- 2024 Float Differential

- 2025 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.

2026 Shift Differential

2027 Health Care Professionals shall receive a shift differential for work performed on the evening and night shifts as follows:

Evening Shift: \$2.75 per hour

Night Shift: \$4.50 per hour

2028 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. Evening and night shift differential shall be paid on all compensated hours.

2029 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.

2030 Preceptor Differential

2031 A Preceptor Differential in the amount of \$1.00 per hour will be paid to those who precept New Grads or New Hires.

2032 Standby Pay

2033 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 twelve dollars (\$12.00) per hour for each hour spent on standby status. Nurse Practitioners and Physician Assistants shall be paid fourteen dollars (\$14.00) 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.

2034 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.

2035 Remote Reporting Pay

2036 Remote reporting pay may be provided for designated and authorized Health Care Professionals. If a Health Care Professional is able to resolve a problem over the telephone

while on stand-by, the Health Care Professional shall be paid in whole fifteen (15) minute increments of time at one and one-half (1-½) times the regular hourly rate of pay for the time spent resolving the problem via-telephone.

2037 Promotions to a Higher Classification

2038 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. Placement on appropriate higher wage scale as a result of a promotion does not reset anniversary date or hours for the purpose of future step movement.

2039 Assignment to a Higher Classification

2040 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.

2041 Bilingual Differential

2042 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.

2043 DEA Licensure Reimbursement

2044 Health Care Professionals, who as a condition of employment must obtain and maintain DEA Licensure, shall be reimbursed by the Employer for DEA licensure costs.

2045 Registered Nurse National Certification Recognition

2046 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.

2047 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.

2048 The Joint Labor Management Education Committee will review any new National Certification to be recognized under this provision.

2049 Witness Pay

2050 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.

2051 Mileage Allowance

2052 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.

2053 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.

2054 HEALTH CARE PROFESSIONAL STATUS

2055 Full-Time Health Care Professional Status

2056 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.

2057 Part-Time Health Care Professional Status

2058 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.

2059 Irregularly Scheduled Part-Time Health Care Professional Status

2060 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.

2061 Per Diem Health Care Professional Status

2062 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.

2063 Temporary Health Care Professional Status

2064 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.

2065 Paid time off, health plan coverage, dental plan coverage, and insurance benefits are not extended to temporary Health Care Professionals.

2066 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.

- 2067 Temporary Health Care Professionals shall receive the same shift differentials as is applicable to Full-Time Health Care Professionals.

ARTICLE 21 – LEAVES OF ABSENCE

2101 Eligibility

- 2102 Leaves of absence, without pay, may be granted to Full-Time and Part-Time Health Care Professionals at the discretion of 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, occupational injury/illness or military service, the six (6) month eligibility requirement is waived. All requests for leaves of absence by Health Care Professionals must be submitted in advance, if foreseeable, or as soon as practicable. The request shall be in writing. Any necessary documentation must also be provided to the Employer upon request. Health Care Professionals must provide at least two weeks' notice of intent to return from a leave of absence.

- 2103 No provision of this Article shall be deemed a waiver of any right or privilege to which a Health Care Professional is entitled under Federal, State, or local law or regulation.

2104 Personal Leaves of Absence

- 2105 Personal leaves of absence, without pay, may be granted for justifiable reasons at the discretion of the Employer, 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 FMLA/CFRA will not be considered until the maximum duration of FMLA/CFRA have been exhausted.

- 2106 Non-emergency leaves of absence must be requested at least fourteen (14) days in advance.

2107 Federal Family and Medical Leave Act/California Family Rights Act

- 2108 The Employer will comply with the provisions of the California Family Rights Act (CFRA), and with the provisions of the Federal Family and Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the Pregnancy Disability Leave Regulations (PDL). Any alleged violations of this paragraph must be pursued under the procedures provided by the relevant statute.

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

2109 Medical Leaves of Absence

- 2110 Upon the exhaustion of accrued sick leave, Medical Leaves of Absence, without pay, for non-work-related injury or illness, including conditions related to pregnancy, shall be granted for the period of disability, provided a physician's certification is submitted setting forth the anticipated length of such disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.
- A Medical Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.
- For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to the exhaustion of accrued sick leave if sick leave usage is waived.
- 2111 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.
- 2112 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.
- 2113 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.
- 2114 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.
- 2115 A Health Care Professional who exhausts the maximum period of Medical Leave of Absence (depending on years of service) and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.
- 2116 A Medical Leave of Absence will expire in less than the maximum period once the Health Care Professional is released to return to work by his or her physician and can perform his or her pre-disability job with or without a reasonable accommodation.

2117 A Health Care Professional on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the Health Care Professional had been continuously employed during the leave period.

2118 Return from Leave of Absence

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 Professionals 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.

2119 Occupational Leave of Absence

2120 Commencing on the first (1st) day of employment for those absences covered by Workers' Compensation, a Health Care Professional will be eligible for an Occupational Leave of Absence. Such leave, provided the Health Care Professional furnishes a physician certification, until the Health Care Professional is released by the attending physician(s), up to a maximum of two (2) years.

2121 An Occupational Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.

2122 An Occupational Leave of Absence will commence upon exhaustion of all accrued sick leave hours and any immediately-elected vacation converted to sick leave.

2123 An Occupational Leave of Absence may commence prior to the exhaustion of sick leave if sick leave usage is waived or the Health Care Professional waives pay integration.

2124 The Employer will place a Health Care Professional released to return to work from an Occupational Leave of Absence without medical restrictions in his or her former or a comparable position at his or her regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the Health Care Professional actively returns to work.

2125 The Employer will place a Health Care Professional who has been released to return to work from an Occupational Leave of Absence on a temporarily restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Health Care Professional can perform the essential functions of the job with or without a reasonable accommodation. In situations where a Health Care Professional is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the Health Care Professional will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his or

her usual job, at his or her regular rate of pay. Any such temporarily modified duty assignment will not exceed ninety (90) days.

2126 The Employer will place a Health Care Professional released to return to work from an Occupational Leave of Absence on a permanently restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Health Care Professional is capable of performing the essential functions of the job, with or without reasonable accommodations. If the Health Care Professional is unable to perform that job, the Employer will engage in an interactive process with the Health Care Professional during which the Health Care Professional has the opportunity to bid on any job vacancy he/she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Leave of Absence will expire at the end of the interactive job search process: either upon the Health Care Professional's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Leave of Absence shall be extended throughout any period of temporary disability.

2127 The Occupational 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 pre-disability job or a comparable job, within the meaning of the California Workers Compensation Act, with or without reasonable accommodation. If there is uncontroverted medical evidence that the Health Care Professional is permanently disabled and cannot perform his or her pre-disability job, with or without reasonable accommodation, the Occupational Leave of Absence will expire after exhaustion of the interactive process job search (generally ninety (90) days).

2128 Upon release by the treating physician(s) from an Occupational Leave of Absence, the Employer shall request that the Health Care Professional provide a return-to-work authorization containing the name of the physician, the physician's signature, clarification of any functional limitations 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, and the need for reasonable accommodation, if any.

2129 Military Leave of Absence

2130 A Health Care Professional will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Acts (USERRA), as amended, and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statute. The Employer agrees that a Health Care Professional on extended military duty will have his or her accrued vacation, sick leave and other benefits restored upon reinstatement, in accordance with the applicable statutes. In those cases where Health Care Professionals are in reserve status and serve an annual two (2) week commitment, the Health Care Professional may request and use accrued vacation for the two-week Military Leave of Absence. Prior to granting Military Leave or vacation, the Employer shall require a Health Care Professional to submit a copy of the appropriate military orders.

2131 Benefits Continuation While on a Military Leave of Absence

For Military Leaves beyond 31 days, medical, dental and employer-paid group life insurance benefits provided by the Employer will continue for up to twelve (12) months, following the commencement of the unpaid leave pursuant to the Employer's Military Leave Policy (Natl. HR.001). Coverage not fully paid by the Employer may be continued at the Health Care

Professional's expense. A Health Care Professional who is participating in the ACP shall not have benefits coverage during the Military Leave. Survivor Assistance Benefits will continue up to one year of a Military Leave.

- 2132 Vacation and Sick Leave accruals will continue for thirty (30) days. There will be no adjustments to the Health Care Professional's Leave Accrual Date during a Military Leave.

2133 Personal Time Off

- 2134 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 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.

- 2135 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.

2136 Benefits While on Leave of Absence

- 2137 Premiums for continued Health Plan Coverage, dental and Employer-paid group life insurance coverage during a period of an authorized Personal 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. Survivor Assistance Benefits will continue up to the maximum period of a Personal Leave. Coverage not paid by the Employer, as specified above, may be continued at the Health Care Professional's expense. Health Care Professionals will not be eligible for designated holiday pay on any unpaid leave status.

- 2138 Health Plan and Dental Coverage will be continued at Employer expense during an entire period of an approved Federal Family Leave and Medical Leave Act/California Family Rights Act (FMLA/CFRA). Survivor Assistance Benefits will continue up to the maximum period of FMLA/CFRA leave. Coverage not paid by the Employer, as specified above, may be continued at the Health Care Professional's expense. Health Care Professionals will not be eligible for designated holiday pay on any unpaid leave status.

- 2139 Health Plan Coverage, 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 service. Survivor Assistance Benefits will continue up to one year of a Medical Leave. Coverage not paid by the Employer, as specified above, may be continued at the Health Care Professional's expense. Health Care Professionals will not be eligible for designated holiday pay on any unpaid leave status.

2140 Benefits While on Occupational Leave

- 2141 Health Care Professionals on Occupational 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 Employer-paid Group life insurance for the length of time they are on approved Occupational Leave. Survivor Assistance will continue up to one year of an Occupational Leave. Coverage not paid by the Employer, as specified above, may be continued at the Health Care Professional's expense. Health Care Professionals will not be eligible for designated holiday pay on any unpaid leave status.

2142 Bereavement Leave

2143 Effective the first day of the month following eligibility, health and welfare benefit-eligible 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 a spouse or domestic partner, or upon the death of the Health Care Professionals' 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.

2144 Part-Time Health Care Professionals 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:

- 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

2145 If a death occurs to a critically ill family member as defined in paragraph 2144, 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.

2146 Jury Duty

2147 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.

- 2148 Health Care Professionals who are summoned to serve on jury duty shall give their supervisor two (2) weeks' notice of the jury duty obligation.
- 2149 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.
- 2150 Although jury duty service counts towards consecutive days of pay, jury duty pay itself is always paid at straight time.
- 2151 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.
- 2152 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.

ARTICLE 22 – HEALTH, DENTAL AND INSURANCE PLANS

- 2201 Health, Dental and Insurance Plan Eligibility
- 2202 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 may participate in the Employer-paid health, dental and insurance plans.
- 2203 Health Plan Dependent Eligibility
- 2204 Eligible dependents are defined as follows:
- the Health Care Professional's spouse, or domestic partner;
 - the Health Care Professional's natural, step or adopted child under the age of twenty- six (26);
 - the Health Care Professional's foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;

- a child under the age of twenty-six (26) for whom the Health Care Professional is the court-appointed guardian;
- the Health Care Professional's grandchild only if the grandchild's parent (the Health Care Professional's child, or the spouse's or domestic partner's child) is under age of twenty-five (25), unmarried, and currently covered under Health Care Professional's medical coverage, and both the grandchild and the grandchild's parent (Health Care Professional's child) 1) live with the Health Care Professional and 2) qualify as the Health Care Professional's dependents on the Health Care Professional's tax return as defined by the Internal Revenue Code (IRC) 152(a)(1);
- the Health Care Professional's domestic partner's natural or adopted child under the age of twenty-six (26);
- the Health Care Professional may be able to extend coverage past the normal age 26 limit for a dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The Health Care Professional may be required to show proof of the dependent's continuing disability each year.

2205 Dental Dependent Eligibility

- Eligible dependents will include spouse or eligible domestic partner, and the children of the Health Care Professional or of his/her spouse or domestic partner, up to the limiting age of twenty-six (26).
- The Health Care Professional may be able to extend coverage past the normal age 26 limit for an enrolled dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age 26. The Health Care Professional may be required to show proof of the dependent's continuing disability each year.

2206 HEALTH PLAN

- 2207 The Kaiser Foundation Health Plan (KFHP) is a comprehensive medical plan covering inpatient, outpatient, mental health, and vision care services, and prepaid prescriptions and durable medical equipment benefits. Health plan coverage is effective the first day of the month following eligibility (date of hire or change to a benefit eligible status).
- 2208 Effective January 17, 1996, the health plan benefit is a \$5 co-pay for most services, with exceptions. Effective January 1, 2017, the emergency room visit co-pay is \$50.00; the \$50 co-pay is waived if the Health Care Professional and/or dependent is admitted to the hospital.
- 2209 Effective January 1, 2020, health plan eligible Health Care Professionals shall transition to a \$10 office visit co-pay Health Plan. Refer to the 2018 National Alliance Agreement for detailed information on Health Plan coverage.
- 2210 Kaiser Foundation Health Plan coverage contains a Coordination of Benefits (COB) provision.

2211 DENTAL PLAN

- 2212 The Employer shall provide a dental plan for eligible Health Care Professionals and their eligible dependents. Coverage is effective the first of the month following six (6) months of employment. However, an eligible Health Care Professional must enroll within 31 days of date of hire, when newly eligible for health and welfare benefits, or during open enrollment.

- 2213 For the first three (3) years of employment, eligible Health Care Professionals must elect one of two pre-paid dental programs offered, either DeltaCare USA or Untied Concordia. The pre-paid dental plan services are covered at one hundred percent (100%). There is no annual maximum benefit under the pre-paid dental plan options.
- 2214 After three (3) years of employment, a Health Care Professional may elect to continue coverage in the pre-paid dental program or elect the Delta Dental PPO Plan within a 31-day enrollment period or during any subsequent open enrollment period.
- 2215 The Delta Dental PPO Plan has an annual maximum benefit for adults of \$1,500 and the lifetime maximum for child (up to age 26) orthodontia is \$1,500.
- 2216 Effective January 1, 2020, the Delta Dental PPO Plan coverage of Usual, Customary and Reasonable (UCR) fees shall increase. Refer to the 2018 National Alliance Agreement for detailed information on dental coverage.
- 2217 The Employer does not provide a dental plan for retirees.
- 2218 Life Insurance
- 2219 Health Care Professionals who meet the eligibility requirements found in Section 2202 are eligible for \$50,000 of Employer-paid Basic Life insurance coverage. The Basic Life insurance benefit includes a provision for a \$6,000 Total and Permanent Disability benefit and a \$6,000 Accidental Death and Dismemberment benefit.
- 2220 The Basic Life benefit is effective on the date of hire or transfer to an eligible status, if actively at work, unless waived by ACP participation. If the Health Care Professional is not actively at work on the day coverage is to become effective, then the coverage effective date will be deferred until the Health Care Professional returns to active employment.
- 2221 A Health Care Professional eligible for Employer-paid Basic Life may purchase Optional Life insurance in \$10,000 increments, from \$10,000 to a maximum of \$40,000. A Health Care Professional who purchases Optional Life insurance when first eligible does not need to provide Evidence of Insurability (EOI), which is proof of good health. A Health Care Professional who did not elect Optional Life when first eligible, and later elects Optional Life will be required to provide EOI.
- 2222 Survivor Assistance Benefit
- 2223 A regularly scheduled full-time or part-time Health Care Professional will be provided with a Survivor Assistance Benefit equal to one (1) month's base wages (pro-rated for part-time Health Care Professionals). This benefit is payable to a designated beneficiary during the period immediately following the death of the Health Care Professional.
- 2224 Dependent Care Flexible Spending Account
- 2225 A Health Care Professional with eligible dependent expenses can participate in the Dependent Care Flexible Spending Account (Dependent Care FSA) which is entirely voluntary and allows a Health Care Professional to pay for eligible dependent services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.
- 2226 Health Care Flexible Spending Account

- 2227 A Health Care Professional can participate in the Health Care Flexible Spending Account (Health Care FSA), which is entirely voluntary and allows a Health Care Professional to pay for eligible medical care services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.
- 2228 Parent Medical Coverage
- 2229 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law including a Health Care Professional's domestic partner's parents. Parents who enroll will be responsible for the entire amount of the premium, as well as any applicable copayments. The terms and conditions of this plan are in accordance with the governing plan document and service agreement.
- 2230 Plan Terms
- 2231 Coverage, limitations and exclusions (including the enrollment rules, restrictions and requirements) of the foregoing Health and Welfare Plans, and Dependent Care and Health Care Flexible Spending Account are established and governed by the Employer's service agreements with the respective providers, and insurance carriers, and plan documents. The foregoing plans are governed by the plan documents and/or Kaiser Permanente policies.

ARTICLE 23 – RETIREMENT BENEFITS

- 2301 KAISER PERMANENTE SOUTHERN CALIFORNIA EMPLOYEES PENSION PLAN (KPSCEPP)
- 2302 Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) is a basic pension plan that provides retirement income based on a formula that includes a benefit factor of 1.45% of Final Average Monthly Compensation (FAMC) and years of Credited Service.
- 2303 Participation
- 2304 Each Health Care Professional is automatically covered under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) on date of employment.
- 2305 Service
- 2306 Years of Service are used to determine vesting, and to determine if a Health Care Professional is eligible for a Deferred Vested Pension benefit, or for Early, Disability, Normal or Postponed Retirement. One year of Service is equal to one thousand (1,000) compensated hours of employment in a calendar year. Prorated Service will be granted for a calendar year with fewer than one thousand (1,000) compensated hours of employment. Compensated hours are defined by the Plan and include regular, Holiday, Earned Time Off, Extended Sick Leave, etc., subject to the terms of the Plan.
- 2307 Credited Service
- 2308 Credited Service is used to determine the amount of monthly pension benefits. One year of Credited Service is equal to two thousand (2,000) compensated hours of employment in a calendar year. For years on or after January 1, 2003, a year of Credited Service is equal to eighteen hundred (1,800) compensated hours in a calendar year. Prorated Credited Service will be granted for a calendar year with fewer than 2,000/1,800 compensated hours, as applicable.

Compensated hours are defined by the Plan and include regular, Holiday, Earned Time Off, Extended Sick Leave, etc., subject to the terms of the Plan.

2309 Pension Payment Benefit Amount

2310 The formula for normal monthly retirement income shall be 1.45% of Final Average Monthly Compensation (FAMC) multiplied by a Health Care Professional's years of Credited Service. FAMC is the monthly average of the Health Care Professional's base wage rate over the highest sixty (60) consecutive months of compensation in the last one-hundred (120) consecutive months of employment. The FAMC for pension calculations will be based solely on the Health Care Professional's straight time base wage rate and will exclude bonuses, allowances, and differentials (also excludes the Alternate Compensation Program (ACP) wage differential).

2311 Vesting

2312 Vesting in KPSCEPP is attained after five (5) years of Service or if a Health Care Professional receives an hour of Service upon attainment of age 65 or greater and still actively employed pursuant to the terms of the plan document.

2313 Workers' Compensation Leaves of Absence

2314 Effective October 1, 2000, up to 1,000 hours during Workers' Compensation Leave of Absence (s) may be used toward determining years of Service for purposes of meeting minimum eligibility requirements for retirement.

2315 Types of Retirement

2316 Early Retirement

2317 A Health Care Professional is eligible to retire early with an Early Retirement benefit when she or he is at least age 55 and with at least 15 years of Service. If an eligible Health Care Professional elects to start receiving benefits before age 65, benefits will be reduced to reflect early benefit commencement as follows:

<u>Age when Payments Begin</u>	<u>Percentage of Normal Pension Received</u>
65.....	100%
64.....	95%
63.....	90%
62.....	85%
61.....	80%
60.....	75%
59.....	70%
58.....	65%
57.....	60%
56.....	55%
55.....	50%

2318 Normal Retirement

2319 A participating Health Care Professional is eligible for Normal Retirement when, prior to termination, she or he attains age 65, regardless of years of Service, and then retires or terminates.

2320 Postponed Retirement

- 2321 A participating Health Care Professional is eligible for Postponed Retirement if she or he is over age 65, regardless of years of Service, when she or he retires or terminates. The Health Care Professional's Postponed Retirement benefit will be the greater of: (1) the actuarially adjusted normal (age 65) retirement benefit or (2) the benefit based on the Health Care Professional's FAMC and Credited Service at retirement. The actuarially determined dollar amount under certain payment methods may decrease because of the Health Care Professional's increased age.
- 2322 Disability Retirement
- 2323 If the Health Care Professional is eligible for and receives a Social Security Disability Award under Title II, has a date of disability before termination, and has at least ten (10) years of Service, he/she will be eligible for a Disability Retirement. Monthly retirement benefits commencing prior to age sixty-five (65) are reduced based on the Early Retirement charts above. If the Health Care Professional begins receiving retirement benefits before age 55, the monthly benefits will be actuarially reduced based on the participant's age when pension benefits begin.
- 2324 Distribution/Payment Options
- 2325 A variety of payment methods are available under the KPSCEPP such as the Single Sum Payment, Life Annuity, Joint and Survivor Annuity, Guaranteed Years of Payment, and Level Income. The amount payable under each distribution method is determined using actuarial assumptions and the interest rate specified by the plan.
- 2326 Pre-Retirement Survivor Annuity and Survivor Qualified Dependent Benefit
- 2327 In the event a Health Care Professional who is vested in the pension plan dies while still employed, the plan will provide the surviving spouse or surviving designated domestic partner with a lifetime monthly benefit. If the Health Care Professional is vested and dies while still employed without a surviving spouse or surviving eligible domestic partner, a monthly survivor benefit will be payable to a qualified dependent, as defined in the plan document. This Survivor Annuity and the Survivor Qualified Dependent Benefit will be calculated and distributed in accordance with the plan document, summary plan description and applicable IRS rules.
- 2328 The foregoing is a summary of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP). The Pension Plan is governed by the plan documents.
- 2329 KAISER PERMANENTE 401(k) RETIREMENT PLAN
- 2330 The Kaiser Permanente 401(k) is a defined contribution retirement savings plan. A Health Care Professional is eligible to participate in the Employer's 401(k) Plan, regardless of employment status or work schedule. A Health Care Professional is automatically enrolled on date of hire at a payroll deferral rate of two percent (2%) of eligible pay.
- 2331 Employer Match
- 2332 The Employer will match 100% of the Health Care Professional's contribution, up to one and one-quarter percent (1.25%) of the Health Care Professional's salary, excluding bonus and incentive pay and Alternate Compensation Program (ACP) compensation in lieu of benefits. All Health Care Professionals with one (1) or more years of employment will be eligible for the Employer 1.25% match. The Employer contributions will vest in increments of 20% per year, with a participant becoming fully vested after five (5) years of employment.

2333 Optimization

2334 If a participating Health Care Professional's contributions to the 401(k) plan stop during the year, as long as the Health Care Professional is employed on December 31 of that year, the Employer's matching contribution will be optimized after the end of the year to ensure the Health Care Professional receives a full 1.25% of annual earnings.

2335 Performance-Based Contribution Program

2336 Starting with the 2016 plan year, a Health Care Professional with at least one year of service will be eligible to participate in the one percent (1%) performance-based contribution program. At the end of each year, if the Kaiser Permanente Southern California region exceeds certain performance targets by at least 0.25 percent, the Employer will make a contribution to a Health Care Professional's 401(k) account equal to one percent (1%) the Health Care Professional's salary, excluding bonus and incentive pay and Alternate Compensation Program (ACP) compensation in lieu of benefits

2337 The foregoing plan is governed by the plan documents.

2338 RETIREE MEDICAL BENEFIT

2339 The Employer shall provide retiree medical benefits to Health Care Professionals who meet certain age and service requirements as an active employee and who are eligible for medical benefits on their last day of employment.

2340 Eligibility

2341 Health Care Professionals who qualify for Early, Normal or Postponed Retirement under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) and are eligible for medical coverage at the time of retirement, qualify for the retiree medical benefit at age sixty-five (65) or when eligible to enroll in Medicare, whichever is earlier.

2342 Grandfathered Health Care Professionals

2343 Health Care Professionals who have ten (10) or more years of service as of January 1, 1990 and are eligible for medical coverage at the time of retirement, are considered grandfathered employees and qualify for the retiree medical benefit at age fifty-five (55) or later.

2344 Grandfathered Health Care Professionals who retire pre-age sixty-five (65) will be provided coverage equivalent to the medical plan offered active employees in effect at date of termination. When a grandfathered Health Care Professional reaches Medicare eligibility, he or she shall enroll in Medicare, assign his or her Medicare to the applicable KFHP retiree group medical plan, and take such other action as the applicable KFHP retiree group medical plan determines is necessary to integrate the KFHP retiree group medical plan with Medicare.

2345 A grandfathered Health Care Professional who retires on or after January 1, 2017, and who had at least ten (10) years of service prior to January 1, 1990, shall not have his or her retiree coverage changed to the Modified Retiree Medical Benefit Plan (Medical Premium Subsidy/HRA plan).

2346 Disability Retirement

- 2347 Health Care Professionals who qualify for Disability Retirement under the provisions of Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) are eligible for retiree medical benefits at date of retirement regardless of age.
- 2348 KFHP Retiree Group Coverage
- 2349 A retiree medical eligible Health Care Professional whose employment ends before January 1, 2017 shall receive Kaiser Foundation Health Plan (KFHP) retiree group coverage. A retiree medical eligible Health Care Professional whose employment ends on or after January 1, 2017 shall have the KFHP retiree group coverage subject to the change to the Modified Retiree Medical Benefit Plan (Medical Premium Subsidy/HRA plan) detailed in Sections 2366-2371.
- 2350 The KFHP retiree group coverage shall be the same as active medical benefits, including co-payments and out-of-pocket maximums, in effect at the time the retiree initially enrolls in the KFHP retiree group medical plan.
- 2351 Eligible Dependents
- 2352 Eligible dependents are the same as for active medical coverage. Coverage shall continue for eligible children up to the limiting age. "Special dependent children" who meet the eligibility requirements in Section 2204 will receive KFHP retiree group coverage for the life of the retiree.
- 2353 Medicare Assignment
- 2354 The retiree medical benefit is a Medicare-coordinated benefit. Upon attaining age sixty-five (65) or Medicare eligibility, the retiree must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable KFHP retiree group medical plan, and take such other action as the applicable KFHP retiree group medical plan determines is necessary to integrate the KFHP retiree coverage with Medicare. If the retiree does not assign Medicare to Kaiser Permanente and wishes to maintain KFHP retiree group medical coverage, the retiree must pay a surcharge in the amount of the difference in the premium for assigned and unassigned Medicare. If the retiree fails to assign Medicare or to pay the surcharge, as applicable, the retiree's KFHP group medical coverage will be terminated.
- 2355 A spouse, domestic partner, or other eligible dependent who becomes Medicare eligible must also enroll in Medicare Parts A, B and D and assign his or her Medicare rights to the applicable KFHP retiree group medical plan in order to continue coverage.
- 2356 Once enrolled in Medicare, premiums for the cost of Medicare Parts B and D shall be the responsibility of the retiree and eligible dependents.
- 2357 Survivor Medical Benefits
- 2358 Upon the death of the eligible retiree, KFHP retiree group coverage will continue for the spouse/eligible domestic partner. If an eligible early retiree was not yet entitled to commence coverage, the spouse/domestic partner may begin KFHP retiree group coverage when the deceased retiree would have been eligible to commence coverage, provided the spouse/domestic partner has not remarried/recommitted. Coverage will end upon remarriage/recommitment or death. Eligible dependent children may begin KFHP retiree group coverage when the deceased retiree would have been eligible for coverage, and coverage will continue until they reach age twenty-six (26). Upon the death of the eligible retired Health Care Professional, a special dependent child who is age twenty-six (26) or older will be given the option to convert to an individual Kaiser Permanente plan.

- 2359 In the event a Health Care Professional who has fifteen (15) years of service and who has met the eligibility requirements for Early, Disability, Normal, or Postponed Retirement under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) dies prior to termination or retirement, the spouse/eligible domestic partner may begin KFHP retiree group coverage, when said deceased Health Care Professional would have been eligible for coverage, provided the spouse/domestic partner has not remarried/recommitted, and will continue until remarriage/recommitment or death. Eligible dependent children may begin KFHP retiree group coverage when said deceased Health Care Professional would have been eligible for coverage, and coverage will continue until they reach age twenty-six (26). Upon the death of the Health Care Professional, a special dependent child who is age twenty-six (26) or older will be given the option to convert to an individual Kaiser Permanente plan and/or continue coverage through COBRA.
- 2360 If You Move Outside Your Home Region
- 2361 If you move outside of your home region as a retiree, the medical benefits available to you may differ depending on where you move.
- 2362 Both Southern and Northern California KP Service Areas are considered the “home” region for retiring Health Care Professionals, and retirees will maintain the same KFHP retiree group coverage and services throughout all California KP service areas.
- 2363 Coverage for Retirees Residing in a KP Service Area Outside of California
- 2364 Eligible retirees and eligible dependents residing in a Kaiser Permanente Region outside of California after retirement will be offered the Out of Region Plan (OOR) with a \$5 office visit co-pay, a \$5 prescription drug co-pay, and a \$50 Emergency room co-pay in the new KP Region where the retiree lives. Upon attaining age sixty-five (65) or Medicare eligibility, the retiree and any Medicare-eligible dependent must enroll in Medicare Parts A, B and D, assign his or her Medicare to the applicable Kaiser Permanente Region’s medical plan, and take such other action as the applicable medical plan determines is necessary to integrate the retiree coverage with Medicare.
- 2365 OOR retiree medical benefits, including co-payments and out-of-pocket maximums, may differ from the California retiree group medical plan a retiree was receiving prior to moving to a “non-home” KP region. For additional information on the OOR, please contact the Kaiser Permanente Retirement Center (KPRC).
- 2366 Modified Retiree Medical Benefit
- 2367 Health Care Professionals who retire on or after January 1, 2017, shall be eligible for a Medical Premium Subsidy/Health Reimbursement Account (HRA) retiree medical benefit, herein referred to as the “Modified” retiree medical benefit plan.
- 2368 Grandfathered employees, as defined in Section 2343, who retire on or after January 1, 2017 shall remain eligible for the retiree medical benefit detailed in Section 2344 and are not covered by the Modified retiree medical benefit.
- 2369 The Modified retiree medical benefit plan shall consist of a Medical Premium Subsidy and a Health Reimbursement Account (HRA).

- 2370 Prior to the Modified retiree medical benefit taking effect, retiree medical benefits, including co-payments and out-of-pocket maximums, for post-2016 retirees shall be the same as detailed in Sections 2348-2350.
- 2371 Refer to Section 2.B.2.i of the 2018 National Alliance Agreement for detailed information on Modified Retiree Medical Benefits.
- 2372 Sick Leave Health Reimbursement Account
- 2373 A Sick Leave Health Reimbursement Account (HRA) will be established for a Health Care Professional who is eligible for retirement with 15 years of pension Service and who is age 55. Eighty percent (80%) of POST-Sick Leave bank hours that remain unused at the time of a Health Care Professional's retirement will be credited to the unfunded HRA established for retirement at the Health Care Professional's base wage rate in effect on the date of employment termination.
- 2374 The Sick Leave HRA may be used for reimbursement of expenses for "medical care" as defined in Section 213 of the Internal Revenue Code (IRC) and as provided by the governing plan documents.
- 2375 In the event of a retiree's death, any balance in the Sick Leave HRA will be available for the benefit of the retiree's surviving spouse or domestic partner who is an eligible dependent as defined by the IRC. The surviving spouse or domestic partner may access the Sick Leave HRA for reimbursement of eligible medical expenses, subject to the same Sick Leave HRA rules. Any balance in the Sick Leave HRA will remain available until remarriage, entering a new domestic partnership or death.
- 2376 The terms of the Sick Leave HRA are governed by the Sick Leave HRA Plan Document.
- 2377 Sick Leave Bank Hours and Conversion to Pension Credited Service
- 2378 If a Health Care Professional has a minimum of 250 hours in a Sick Leave account for Sick Leave earned prior to the first pay period in January 2006, such unused Sick Leave hours will be counted as additional pension credited service, provided the Health Care Professional is vested on the day before the Health Care Professional's termination date. Effective the first pay period in January 2005, a Health Care Professional with a balance of two hundred fifty (250) or more Sick Leave hours in the PRE-Sick Leave bank at the time of retirement or termination, will receive pension Credited Service equal to the number of hours remaining in his/her PRE-Sick Leave bank, provided the Health Care Professional is vested on the day before the termination date.
- 2379 Sick Leave hours that are accrued but unused that are not eligible for Sick Leave HRA or for conversion to pension Credited Service will be forfeited.
- 2380 Retiree Life Insurance Benefit
- 2381 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 the KPSCEPP.

ARTICLE 24 – EDUCATION

2401 In Service Education

2402 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.

2403 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.

2404 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.

2405 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.

2406 In service will generally occur during times when Medical Group departments are not in session; for example, early morning or lunchtime.

2407 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.

2408 Mandatory Training Time

2409 Health Care Professionals will be provided with uninterrupted time for mandatory trainings, equipment training, and competency assessment.

2410 When mandatory trainings are delivered as electronic, segmented training (e.g. on-line), time will be provided during such times which are conducive to minimum interruption or ongoing patient care demands of the department or unit, at the direction of management and may not require relief coverage.

2411 If provided time is interrupted due to patient care or unexpected operational needs, the Health Care Professional will notify management, and be provided uninterrupted time for the above.

2412 If there are difficulties providing the appropriate time in any department or unit, the parties agree both labor and management will meet to work out a joint labor-management plan to resolve the issue.

2413 Special Education

2414 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.

2415 Education Tuition Reimbursement

2416 The Employer's standard education tuition reimbursement program will apply to Health Care Professionals who successfully complete approved courses.

2417 Education Leave with Pay

- 2418 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.
- 2419 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.
- 2420 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.
- 2421 Continuing Education
- 2422 In addition to Education Leave as per paragraph 2418, 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.
- 2423 Alternative Compensation (ACP) participants (in Advanced Practice Nurses/Physician Assistants classifications) are not eligible for Education leave, but retain eligibility to be paid for the Continuing Education Days at the ACP rate when attending Kaiser Permanente sponsored programs
- 2424 Education Leave Accumulation
- 2425 Health Care Professionals may accumulate unused Education Leave from year to year to a maximum of six (6) days.
- 2426 Education Leave without Pay
- 2427 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.

- 2428 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.
- 2429 Education leave may be paid for Home Study/Remote/On-line programs where one (1) hour of education leave pay will be granted for each contact hour awarded. Such requests will be submitted in advance and proof of completion will be provided. The Employer and the Association entered into this Home Study Agreement to permit employees the option of utilizing education leave at a time that would not impact their work schedule. That notwithstanding, employees are permitted to request time off for home study.

ARTICLE 25 – PART-TIME AND IRREGULARLY SCHEDULED

- 2501 Coverage
- 2502 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.
- 2503 Probation
- 2504 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.
- 2505 Designated Holidays
- 2506 Part-Time and irregularly scheduled Part-Time Health Care Professionals shall receive designated holidays in accordance with Article 19 – 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.
- 2507 Work Life Balance Traditional Time Off Program
- 2508 Part-Time and irregularly scheduled Part-Time Health Care Professionals earn vacation in accordance with Article 19 – Work Life Balance Traditional Time Off Program.
- 2509 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.
- 2510 Sick Leave

- 2511 Part-Time and irregularly scheduled part-time Health Care Professionals earn sick leave in accordance with Article 19 – Work Life Balance Traditional Time Off Program.
- 2512 Education Leave with Pay
- 2513 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.
- 2514 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.
- 2515 Health, Dental and Insurance Plans
- 2516 Health Plan
- 2517 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 22.
- 2518 Insurance Program
- 2519 Part-Time Health Care Professionals regularly scheduled to work twenty (20) hours or more per week shall be entitled to all benefits of the Group Life Insurance Program outlined in Article 22, paragraph 2218.
- 2520 Part-Time and irregularly scheduled Part-Time Health Care Professionals who work less than twenty (20) 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, if actively at work. If the Health Care Professional is not actively at work on the day coverage is to become effective, then the coverage effective date will be deferred until the Health Care Professional returns to active employment.
- 2521 Dental Benefits
- 2522 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 22.

ARTICLE 26 – SAFETY AND HEALTH

- 2601 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.

ARTICLE 27 – MEDICAL MALPRACTICE INSURANCE

- 2701 The Employer carries medical malpractice insurance coverage which includes Health Care Professionals in its employ. The Employer will hold its Health Care Professionals harmless from any liability where the liability is imposed because of negligent acts of a Health Care Professional in the course and scope of employment.

ARTICLE 28 – CONFIDENTIALITY OF RECORDS AND PROTECTED HEALTH INFORMATION

- 2801 In accordance with the Employer's compliance policies, indiscriminate or unauthorized review, use or disclosure of protected health information regarding any patient or Employee is expressly prohibited. Accessing, reviewing, discussing, photocopying or disclosing patient or employee health information, medical or otherwise, is expressly prohibited, except where required in the regular course of business and where proper authorization has been obtained.

ARTICLE 29 – SAVINGS CLAUSE

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

ARTICLE 30 – PRIOR BENEFITS AND POLICIES

- 3001 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.

ARTICLE 31 – DURATION

- 3101 The term of this Agreement shall be from the date of execution, and shall continue in effect to 12:01 a.m., September 30, 2021. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.
- 3102 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.
- 3103 When notice to amend is given, the Party giving notice must specify such changes in writing prior to the beginning of negotiations.

- 3104 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.
- 3105 Applicable Federal law which establishes special notice periods for health care institutions shall prevail over this Agreement.

ARTICLE 32 – REGISTERED NURSE WAGE SCHEDULE

- 3201 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.

3202 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 2018-2021 WAGE STRUCTURE
NON ACP/PER DIEM

	Eff. Date	Inexp.	Start	1 year	2 year	3 year	4 year	5 year	6 year	8 year	10 year	15 year	20 year	25 year
LEVEL II	9/24/2018	45.053	47.757	51.578	54.157	56.864	59.140	61.504	63.656	65.726	67.862	69.626	71.367	73.152
	10/1/2019	46.292	49.070	52.996	55.646	58.428	60.766	63.195	65.407	67.533	69.728	71.541	73.330	75.164
	10/1/2020	47.681	50.542	54.586	57.315	60.181	62.589	65.091	67.369	69.559	71.820	73.687	75.530	77.419
LEVEL III	9/24/2018	46.859	49.671	53.643	56.327	59.141	61.506	63.967	66.205	68.358	70.580	72.415	74.224	76.081
	10/1/2019	48.148	51.037	55.118	57.876	60.767	63.197	65.726	68.026	70.238	72.521	74.406	76.265	78.173
	10/1/2020	49.592	52.568	56.772	59.612	62.590	65.093	67.698	70.067	72.345	74.697	76.638	78.553	80.518
LEVEL IV	9/24/2018		50.145	54.157	56.864	59.707	62.095	64.581	66.839	69.012	71.254	73.108	74.937	76.811
	10/1/2019		51.524	55.646	58.428	61.349	63.803	66.357	68.677	70.910	73.213	75.118	76.998	78.923
	10/1/2020		53.070	57.315	60.181	63.189	65.717	68.348	70.737	73.037	75.409	77.372	79.308	81.291
LEVEL V	9/24/2018		51.408	55.521	58.296	61.212	63.661	66.205	68.523	70.750	73.050	74.950	76.824	78.742
	10/1/2019		52.822	57.048	59.899	62.895	65.412	68.026	70.407	72.696	75.059	77.011	78.937	80.907
	10/1/2020		54.407	58.759	61.696	64.782	67.374	70.067	72.519	74.877	77.311	79.321	81.305	83.334
PHN	9/24/2018		51.408	55.521	58.296	61.212	63.661	66.205	68.523	70.751	73.050	74.950	76.824	78.742
	10/1/2019		52.822	57.048	59.899	62.895	65.412	68.026	70.407	72.697	75.059	77.011	78.937	80.907
	10/1/2020		54.407	58.759	61.696	64.782	67.374	70.067	72.519	74.878	77.311	79.321	81.305	83.334
SR. PHN	9/24/2018		53.978	58.296	61.212	64.272	66.842	69.517	71.949	74.289	76.704	78.696	80.663	82.680
	10/1/2019		55.462	59.899	62.895	66.039	68.680	71.429	73.928	76.332	78.813	80.860	82.881	84.954
	10/1/2020		57.126	61.696	64.782	68.020	70.740	73.572	76.146	78.622	81.177	83.286	85.367	87.503

UNAC/UHCP-KP REGISTERED NURSE 2018-2021 WAGE STRUCTURE
ACP/PER DIEM (including the differential)

Eff. Date	Inexp.	Start	1 year	2 year	3 year	4 year	5 year	6 year	8 year	10 year	15 year	20 year	25 year
LEVEL II													
9/24/2018	54.064	57.308	61.894	64.988	68.237	70.968	73.805	76.387	78.871	81.434	83.551	85.640	87.782
10/1/2019	55.550	58.884	63.595	66.775	70.114	72.919	75.834	78.488	81.040	83.674	85.849	87.996	90.197
10/1/2020	57.217	60.650	65.503	68.778	72.217	75.107	78.109	80.843	83.471	86.184	88.424	90.636	92.903
LEVEL III													
9/24/2018	56.231	59.605	64.372	67.592	70.969	73.807	76.760	79.446	82.030	84.696	86.898	89.069	91.297
10/1/2019	57.778	61.244	66.142	69.451	72.920	75.836	78.871	81.631	84.286	87.025	89.287	91.518	93.808
10/1/2020	59.510	63.082	68.126	71.534	75.108	78.112	81.238	84.080	86.814	89.636	91.966	94.264	96.622
LEVEL IV													
9/24/2018		60.174	64.988	68.237	71.648	74.514	77.497	80.207	82.814	85.505	87.730	89.924	92.173
10/1/2019		61.829	66.775	70.114	73.619	76.564	79.628	82.412	85.092	87.856	90.142	92.398	94.708
10/1/2020		63.684	68.778	72.217	75.827	78.860	82.018	84.884	87.644	90.491	92.846	95.170	97.549
LEVEL V													
9/24/2018		61.690	66.625	69.955	73.454	76.393	79.446	82.228	84.900	87.660	89.940	92.189	94.490
10/1/2019		63.386	68.458	71.879	75.474	78.494	81.631	84.488	87.235	90.071	92.413	94.724	97.088
10/1/2020		65.288	70.511	74.035	77.738	80.849	84.080	87.023	89.852	92.773	95.185	97.566	100.001
PHN													
9/24/2018		61.690	66.625	69.955	73.454	76.393	79.446	82.228	84.901	87.660	89.940	92.189	94.490
10/1/2019		63.386	68.458	71.879	75.474	78.494	81.631	84.488	87.236	90.071	92.413	94.724	97.088
10/1/2020		65.288	70.511	74.035	77.738	80.849	84.080	87.023	89.854	92.773	95.185	97.566	100.001
SR. PHN													
9/24/2018		64.774	69.955	73.454	77.126	80.210	83.420	86.339	89.147	92.045	94.435	96.796	99.216
10/1/2019		66.554	71.879	75.474	79.247	82.416	85.715	88.714	91.598	94.576	97.032	99.457	101.945
10/1/2020		68.551	74.035	77.738	81.624	84.888	88.286	91.375	94.346	97.412	99.943	102.440	105.004

UNAC/UHCP-KP NP/PA 2018-2021 WAGE STRUCTURE
NON ACP/PER DIEM

Eff. Date	Start	0.5 year	1 year	1.5 year	2 year	3 year	4 year	5 year	10 year	15 year	20 year	25 year
NP/PA I	9/24/2018	61.743	66.840	69.787	72.727	75.809	78.844	81.945	84.407	86.944	89.120	91.348
	10/1/2019	63.441	68.678	71.706	74.727	77.894	81.012	84.198	86.728	89.335	91.571	93.860
	10/1/2020	65.344	70.738	73.857	76.969	80.231	83.442	86.724	89.330	92.015	94.318	96.676
NP/PA II	9/24/2018	71.492	77.397	80.800	84.212	87.776	91.290	94.875	97.725	100.661	103.177	105.758
	10/1/2019	73.458	79.525	83.022	86.528	90.190	93.800	97.484	100.412	103.429	106.014	108.666
	10/1/2020	75.662	81.911	85.513	89.124	92.896	96.614	100.409	103.424	106.532	109.194	111.926

ACP/PER DIEM (including the differential)

Eff. Date	Start	0.5 year	1 year	1.5 year	2 year	3 year	4 year	5 year	10 year	15 year	20 year	25 year
NP/PA I	9/24/2018	74.092	80.208	83.744	87.272	90.971	94.613	98.334	101.288	104.333	106.944	109.618
	10/1/2019	76.129	82.414	86.047	89.672	93.473	97.214	101.038	104.074	107.202	109.885	112.632
	10/1/2020	78.413	84.886	88.628	92.363	96.277	100.130	104.069	107.196	110.418	113.182	116.011
NP/PA II	9/24/2018	85.790	92.876	96.960	101.054	105.331	109.548	113.850	117.270	120.793	123.812	126.910
	10/1/2019	88.150	95.430	99.626	103.834	108.228	112.560	116.981	120.494	124.115	127.217	130.399
	10/1/2020	90.794	98.293	102.616	106.949	111.475	115.937	120.491	124.109	127.838	131.033	134.311

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on this first day of October, 2018.

SIGNATURES

Kaiser Foundation Hospitals and Southern
California Permanente Medical Group

United Nurses Association of California/
Union of Health Care Professionals

Julie K. Miller-Phipps

Denise Duncan, RN

Annie J. Russell

Charmaine Morales, RN

Arlene F. Peasall

Elizabeth Hawkins, RN

Maryanne Miller Malzone

Jettie Deden-Castillo, NP

Richard D. Rosas

Bill Rouse

Steven E. Estrada

Suzanne Delaney, RN

Sonia Bravo

Arthereane McLaughlin, RN

Odylin Bundalian

Michael Zackos, RN

Carole Erken

Moises Alarcon, RN

Tracy Fietz

Louie Rada

Lindley Garcia

Greg Lutz, RN

Ruby Gill

Kathy Kigerl

Dennis Lake

Serena Maldonado

Christina Recinos

Jerry Spicer

Lesley Wille

Victoria Miller, RN, Fontana

Brenda Marin, RN, Fontana

Syed Rob, RN, Woodland Hills

Autumn Diede, RN, Woodland Hills

Joel Enkhorn, RN, Downey

Pamela Brodersen, NP, Downey

Jess Mangubat, RN, LAMC

Lisa Benveniste, RN, LAMC

Randall Velez, RN, Panorama City

Nelly Garcia, RN, Panorama City

Javier Rodriguez, RN, South bay

Angela Gonzalez, RN, South Bay

Cecile Zackos, RN, West Los Angeles

Natalie Okorie, RN, West Los Angeles

Robert Jones, RN, San Diego

Nicole Lam, RN, San Diego

Kellie Brooks, NP, Riverside

Hortencia Arriaga, RN, Riverside

Teresa Sagal, RN, Baldwin Park

Jennifer De Los Reyes, RN, Baldwin Park

Gerard Corros, RN, Orange County

Leslie Patin, RN, Orange County

Ben Cellis, RN, Ontario

Valentina Zamora-Arreola, RN, Ontario

Grace Bidin-Phelan, RN, Kern

Appendix A
RN Committee (RNC) Meeting Agenda Guidelines

The Parties have agreed to a template for universal/standardized agenda items to be used at all KP-UNAC/UHCP RN Committee Meetings.

Below is a list of proposed agenda items to be addressed at every Registered Nurse Committee (RNC) meeting: Monthly Standing Agenda Items (A); additional required monthly agenda items by month, referred to as Annual Calendar of Agendas (B); and optional affiliate-specific agenda items.

The intent of these guidelines is to universally organize the work required by KP-UNAC/UHCP CBA and make the RNC as productive, and efficient as possible, while working on identified issues in Partnership for the best results, and meet the goals of Kaiser Permanente. While one of the goals is to standardize the items being addressed at RNC meetings throughout the Region, it is understood that the Parties locally may elect to add agenda items, and may also elect to bypass items not applicable to them. The intent is that the RNCs remain as true to the guidelines as applicable.

KP-UNAC/UHCP RN COMMITTEE MEETING

MEDICAL CENTER: _____ *AGENDA FOR* __ *month/year* _____

MONTHLY STANDING AGENDA ITEMS (A)

Safety Minute
Confirm quorum and note taker/Introductions as needed.
Review minutes/Make corrections
Review/Address RN Staffing (staff ratios, staffing objections, temporary positions, and use if registry/travelers, etc.
Review/Address Position Control (open positions, internal and external/length of vacancies)
Review/Identify and Address UNAC/UHCP Hotspots of Attendance/Data Based
Plan for next meeting and future agenda

MONTHLY AGENDA ITEMS FROM ANNUAL CALENDAR (B)

-
-

ADDITIONAL AFFILIATE-SPECIFIC AGENDA ITEMS

-
-

ANNUAL AGENDA CALENDAR (B)

January	Vacant positions not posted Q4 YTD Vacation Memos/Finalize for Distribution Joint review of Post “Major Holiday” Issues Annual Review of Float Policy Annual Review of Hard to Fill Days Obtain a List of All Committees from Management that RNs are members in Affiliate. Agreement of Representation Request Annual Department/unit level seniority lists, Including Advance Practice Joint Review of Alliance Agreement Goals/Data/Progress (“PSP”, “Big Dots” =
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	Access, Quality, Safety, Resource Stewardship, Affordability, People & Systems, Care Experience, Service) Q4 YTD
February	<p>Introduction of newly Elected Affiliate officers</p> <p>Affirmation of management committee members</p> <p>Review meeting Norms/Quorum/Contact Info for members</p> <p>Joint Review Key Changes in Contract (if new contract year)</p> <p>Begin Post Negotiation Local work/Calendar future work (if new contract year)</p> <p>Confirm/Announce Labor Management Vacation Granting Dates for March</p> <p>Review and Agreement on Subcommittees of RN Committee and Membership and contact information</p> <p>Obtain Annual Department/unit level seniority lists. Review with management team any obvious discrepancies. Distribution of current Management Org. Chart, Human Resources Org Chart</p> <p>Distribution of current Management Org. Chart, Human Recourses Org Chart, New Affiliate Officers List, and Affiliate Representative List with contact information.</p>
March	<p>Design/Approval Easter Weekend Attendance Memo</p> <p>Review/Time Off Tracking Data</p>
April	<p>Vacant positions not posted Q1</p> <p>Design/Approval Mother's Day Weekend Attendance Memo</p> <p>Joint review of Learning's or Issues Post Vacation Granting</p>
May	Joint Review of Alliance Agreement Goals/Data/Progress ("PSP", "Big Dots" = Access, Quality, Safety, Resource Stewardship, Affordability, People & Systems, Care Experience, Service) Q1 YTD
June	<p>Begin Discussion Winter Plan for UNAC member Staffing</p> <p>Approval/Plan for Distribution of "Flu Clinic's" Staffing Memo</p>
July	<p>Approval of Holiday Memos</p> <p>Vacant positions not posted Q2</p> <p>Review Time Off Tracking Data (letter of understanding)</p> <p>Joint Review of Alliance Agreement Goals/Data/Progress ("PSP", "Big Dots" = Access, Quality, Safety, Resource Stewardship, Affordability, People & Systems, Care Experience, Service) Q2 YTD</p>
August	<p>Vacation Modules (start discussions if changes)</p> <p>Base Number of weeks/per module (if changes)</p>
September	<p>Winter Staffing Agreement Finalized</p> <p>Review Staffing Coverage of Flu Clinic/Learning's or Issues</p> <p>Distribute UNAC/UHCP Convention Delegate List/Support and Agreement to approve time off work. (Convention Years)</p>
October	<p>Vacant positions not posted Q3</p> <p>Final Agreement on vacation Modules if changes</p> <p>Joint Review of Alliance Agreement Goals/Data/Progress ("PSP", "Big Dots" = Access, Quality, Safety, Resource Stewardship, Affordability, People & Systems, Care Experience, Service) Q3 YTD</p>
November/ December	<p>Confirm meeting dates/locations for Next Years' calendar</p> <p>Review Time Off Tracking Data</p>

Appendix B
Charge/Senior RN Interview and Selection Process

PURPOSE:

To identify the interview and selection process for the promotion of an RN to a Charge RN/Senior RN position.

POLICY:

1. Charge RN/Senior RN positions will be posted and filled by the following interview and evaluation process:
 - A. If all applicants are full time Charge RNs/Senior RNs or in posted positions that are designated as relief Charge RNs/Senior RNs, it will be viewed as a lateral transfer and the following process would not apply (KP – UNAC/UHCP Affiliate Contract)
 - B. If applicants are Charge RNs/Senior RNs and staff nurses, all applicants will go through the process below
 - C. If all applicants are staff nurses, all applicants will go through the process below
2. Interviews will be conducted with the top ten (10) (or less, based on number of applicants) most senior qualified candidates
3. The interview panel will include:
 - A. Department Administrator/Manager of the unit/department
 - B. Clinical Nurse Specialist/Educator of the unit/department, or if unavailable, the CNS/E from comparable unit/department or the Assistant Department Administrator from the department or designee
 - C. Charge RN/Senior RN or Relief Charge RN/Senior RN from the specific unit/department hiring, or if unavailable, a Charge RN/Senior RN or Relief Charge RN/Senior RN from a comparable unit/department
 - D. Physician from department, as appropriate
 - E. UNAC/UHCP Affiliate Officer/designee as observer onlyPlease note that the above four (4) interviewers must interview all candidates for a specific job posting to ensure consistency in the interview process.
4. The weighting criteria for position selection is:
40% Interview
60% Demonstrated Abilities (education, clinical leadership experience, leadership experience, specialty certification, performance evaluation, corrective action)
5. Definitions of Demonstrated Abilities:
 - A. Education – refers to level of academic demonstration
 - B. Clinical Leadership Experience – refers to both number of years and types of clinical experiences as demonstrated by active participation in regional, unit, department, committee projects (LMP and non-LMP) with demonstrated results within the last three (3) years.
 - C. Leadership Experience – refers to those leadership experiences in health care and non-health care, within the last three (3) years (eg; organizational or communication settings)
 - D. Specialty Certification – refers to having current certification from KP/UNAC/UHCP recognized National Certification organization as related to the hiring unit or current clinically related certification
 - E. Performance Evaluation – refers to the total overall evaluation score of Exceeds, Meets or Improvement Needed from the most current evaluation at the time of interview

- F. Corrective Action – refers to any active corrective action, levels 1-4, currently on file. Applicants with a current Level 4 corrective action will not be considered for the position
- 6. Scoring:
 - A. Interview: Standard interview questions (24) jointly developed by management and UNAC/UHCP Affiliate will be used. A rating scale of 1-5 will be used for each question. The parties may jointly agree to up to three (3) department-specific questions (scenarios) pertaining to a specific clinical and/or operational function within their department. If added, there will be ten (10) total interview questions. A total score will be calculated (Attachment B)
 - B. Demonstrated Abilities: A rating scale will be used (Attachment A)
 - C. Both interview and demonstrated abilities scoring will be documented on the scoring template by the DA and the UNAC/UHCP Affiliate Co-chair and/or HR Recruiter/Consultant (Attachment A)
 - D. The added questions shall be asked of all applicants being interviewed
- 7. If two (2) or more applicants score within five (5) points of each other the candidates will be considered relatively equal and the most senior candidate will be awarded the position. If the score is not relatively equal the candidate with the highest score will be awarded the position.

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. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

The parties agree to meet within six (6) months of ratification of this Agreement for the purposes of discussing and reviewing NP/PA Dual postings.

9. **NP/PA Education Time Off**

The following outlines the procedure for ensuring 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.

10. **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 and holiday selection will be based on affiliate facility seniority.

11. **Per Diem Status Change Requests Within Current/Home Department (Revised)**

The purpose of this correspondence is to memorialize the parties agreement as it applies to per diem status healthcare professionals applying for status changes to part time or full time positions within their home department in their home medical center.

Specifically, the parties have agreed that a per diem status healthcare professional who applies for a status change as described above may be eligible and included in the bid list for management consideration. This is assuming all competencies are current and qualifications are met. It is understood that if the per diem status healthcare professional is competently working shifts within their home department in their home medical center, they will be considered to have met the experience requirements. All other applicable portions of the Collective Bargaining Agreement apply.

12. **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, four (4) of which must be weekend shifts. This does not include any agreements to work for a member of the nursing staff.
- Ten (10) ten (10) hour scheduled shifts per quarter, four (4) 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, four (4) 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
Minor: Memorial Day, Independence Day, Labor Day
Hard to Fill: Valentine's 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.

13. **Annual Eligibility Review for Per Diem Conversions**

The parties are committed to ensuring that per diem positions in which individuals have worked more than 1,040 hours in a calendar year are reviewed for possible conversion to regular part-

time benefited positions under conditions outlined below. Additionally, the parties are committed to utilizing staffing patterns that maintain operational flexibility while recognizing the importance of relying on regular full-time and part-time staff to the greatest extent possible.

By the end of Q1 2019 and annually thereafter, the parties will review all available information to determine which positions classified as per diem should be classified as regular part-time if they satisfy the following criteria. For the purposes of the review, the parties will use hours worked during the period of January 1 – December 31. Those that will be reviewed must satisfy the following criteria:

1. Per diem positions in which employees have worked 1,040, hours or more, in a single department, in the preceding twelve-month period as defined above, may be eligible to be converted to regular part-time positions. Eligible hours for conversion will exclude time worked to cover leaves of absence and special projects.
2. Per diem positions in which employees have worked 1,040 hours or more, in a combination of departments, in the preceding twelve-month period as defined above, may be eligible to be converted to regular part-time as “float-pool” positions. Employees hired into these positions may be assigned by the Employer to work in a department or multiple departments and/or facilities and for which they are qualified to work.
3. Per diem positions converted to regular part-time positions will be posted and awarded in accordance with the Union’s Collective Bargaining Agreement.
4. Should the parties disagree as to the eligibility of a position for conversion, they shall use an interest based problem-solving approach to resolve the issue.
5. In addition to the annual conversion review, the parties agree to undertake a systematic review of the balance of FT/PT, per diem positions, with the objective of finding an appropriate balance of positions.

14. **Seasonal Health Care Professional**

The parties agree to explore ways to provide appropriate staffing during the winter season, and will meet post ratification (and prior to the winter season planning) to jointly evaluate where a new status of Health Care Professional, designated as a “Seasonal” Health Care Professional, can be implemented at a pilot medical center or location(s), to reduce the utilization of Travelers during peak winter season.

The parties will discuss the means to recruit such individuals to support the higher patient demand during peak winter season and identify criteria to outline the conditions of employment applicable to the new classification. The external applicants hired into such classifications will be recognized as a member of UNAC/UHCP.

It is understood the Seasonal Health Care Professional will be obligated to work up to a defined period of time, and comply with all conditions of employment, including meeting current qualifications for the respective department or unit.

The following considerations will be discussed as applicable to the Seasonal Health Care Professionals: a specified probationary period, appropriate training and orientation, floating obligations, cancellation of shifts, holidays, seniority, recruitment, and other items that affect or may be required in the implementation.

The parties agree to review the outcomes of the pilot after the first winter season, and to assess the potential to expand the pilot, or move forward with further postings of Seasonal Health Care Professionals in the future.

15. **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.

16. **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.

17. **Six and Four Scheduling**

In order to accomplish every other weekend off scheduling without incurring an overtime condition, nursing units normally begin the workweek at 12:01 a.m. Sunday. This eliminates such overtime for employees whose weekend is defined as Saturday and Sunday. However, night shift employees observe weekends on Friday and Saturday, and the overtime conditions are again present. To eliminate such overtime, night shift employees may be scheduled on the basis of an eighty (80) hour pay period utilizing what is referred to as the "Six and Four" schedule. Employees so affected are scheduled six (6) days in one week and four (4) days in the next, and there is no overtime obligation in the six (6) day week.

Implementation of a Six and Four schedule does not affect other overtime provisions nor does it alter pay practices applicable to non-worked paid time.

EXAMPLE OF SIX AND FOUR SCHEDULE

	S	M	Tu	W	Th	F	S	
Hours Scheduled	0	0	8	8	8	8	0	Week 1
Hours Scheduled	8	0	8	8	8	8	8	Week 2
Hours Scheduled	0	0	8	8	8	8	0	Week 3
Hours Scheduled	8	0	8	8	8	8	8	Week 4

NOTE: No overtime is created in Weeks 2 or 4 even though more than forty (40) hours were worked each week. On Six and Four schedules the workweek must be changed to start on Monday.

Four-Forty (4-40) Schedule at Straight Time Pay

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

Applicable Departments

To be determined by Registered Nurses in a specific department; subject to Employer concurrence.

Full-time

Four (4) ten (10) hour shifts per workweek. Employees will be scheduled every other weekend off. The weekend for the night shift, for the purpose of this agreement, will be Saturday and Sunday. This option has no impact on an employee's pension since he/she will be scheduled eighty (80) hours per pay period.

Part-time

Two (2) or three (3) ten (10) hour shifts per workweek. Employees will be scheduled every other weekend off.

Shifts

Subject to medical center needs.

Workweek

The workweek for all employees on the 4-40 staffing pattern will commence Sunday night at 12:00 a.m., ending on a Saturday night at Midnight.

Pay Practices

Each ten (10) hour shift will be paid at ten (10) straight time hours. All contractual provisions where non-worked paid time is considered as time worked for pay purposes will apply.

Consecutive Pay

An employee is not considered to have had a day off unless thirty (30) hours have elapsed from the end of the last shift worked until the beginning of the next shift.

Additional Shifts Worked

When an employee works ten (10) hour shifts, he/she is paid such at straight time and these are recorded as "regular" hours. It is only after working forty (40) "regular" hours that a person would be entitled to any overtime pay for any subsequent hours worked. Thus, if an employee worked four (4) ten (10) hour shifts from Monday through Thursday, then worked from 7:00 a.m. to 3:30 p.m. on Friday, those eight (8) hours on Friday would be paid at time and one-half (1 1/2x).

If the employee in this example is called in to work on Saturday, all hours would be paid at time and one-half (1 1/2x) as the employee has already worked forty (40) "regular" hours in the week.

It is understood the normal daily overtime provisions will apply for all hours worked in excess of ten (10) in one (1) workday. Specifically, time and one-half (1 1/2x) is applicable over ten (10) hours in one (1) workday and double time (2x) over twelve (12) hours in one (1) workday.

Meal Period

One (1) unpaid thirty (30) minute meal period per ten (10) hour shift.

Rest Period

Two (2) paid fifteen (15) minute breaks per ten (10) hour shift.

Shift Differential

There shall be three (3) shifts of work, and general starting times are assigned between the hours noted below. Shift differential applies to shifts beginning between the hours noted in the evening shift and the hours noted in the night shift.

Day Shift	-	6:00 a.m. to 10:00 a.m.
Evening Shift	-	2:00 p.m. to 6:00 p.m.
Night Shift	-	10:00 p.m. to 2:00 a.m.

Employees whose starting time is other than described above will receive appropriate shift differential for all hours worked between 4:00 p.m. and 8:00 a.m. Specifically, evening shift

differential will apply to hours worked between 4:00 p.m. and Midnight, and night shift differential for all hours worked between Midnight and 8:00 a.m.

A day shift ten (10) hour employee working 7:00 a.m. to 5:30 p.m. will normally receive one and one-half (1 1/2) hours of evening shift differential (e.g., 4:00 p.m. to 5:30 p.m.). A night shift ten (10) hour employee may receive both evening shift and night shift differential (e.g., if the shift is 7:00 p.m. to 5:30 a.m., five (5) hours of evening shift differential and five (5) hours of night shift differential is applicable).

Holiday

Designated Holiday Scheduled Off (Full-time) - Paid at eight (8) hours at the regular rate of pay. The employee may elect to receive two (2) hours of Vacation pay by so stating.

Designated Holiday Scheduled Off (Part-time) - Prorated holiday pay.

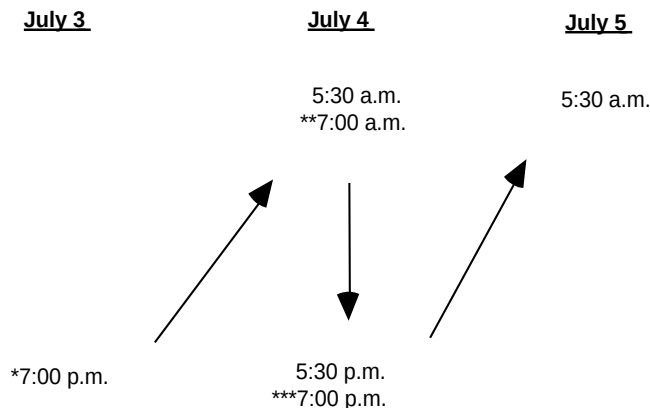
Designated Holiday Worked - Paid at two and one-half times (2 1/2x) the regular rate of pay for all hours worked on the actual designated holiday.

Designated Holiday Worked With Another Substitute Day - Paid at one and one-half times (1 1/2x) the regular rate of pay for all hours worked on the designated holiday. Substitute day off will be paid at eight (8) hours at the regular rate of pay.

Effective October 1, 2001, applicable shift differential shall be paid on all compensated hours, including holiday hours not worked.

Employees will receive designated holiday premium for all hours worked on the actual designated holiday (i.e., Midnight to Midnight).

EXAMPLE:



- * Will receive straight time pay for all hours worked between 7:00 p.m. and Midnight. Will receive holiday premium (i.e., double time and one-half) for all hours worked from Midnight to 5:30 a.m. In addition, this employee is entitled to receive three (3) hours holiday not worked.
- ** Will receive all hours worked at holiday premium (i.e., double time and one-half).
- *** Will receive holiday premium (i.e., double time and one-half) for all hours worked from 7:00 p.m. to Midnight, from Midnight to 5:30 a.m. the hours will be compensated at

straight time pay. In addition, this employee is entitled to receive three (3) hours holiday not worked.

Sick Leave Pay Option

Select one by placing an **X** next to the desired option.

_____ Option I Eight (8) hours of Sick Leave pay per shift.

_____ Option II Ten (10) hours of Sick Leave pay per shift.

Workers' Compensation or State Disability Insurance - Weekly leave will be in accordance with the provisions of the Collective Bargaining Agreement.

Shift Differential

Applicable shift differential is paid for Vacation/Sick Leave and other unworked, paid time.

Vacation

Select one by placing an **X** next to the desired option.

_____ Option I Eight (8) hours of Vacation pay per shift.

_____ Option II Ten (10) hours of Vacation pay per shift.

If a ten (10) hour employee returns to their previously held eight (8) hour position, which may be the same shift or their previous shift (whichever is applicable), he/she will retain his/her prescheduled and approved Vacation requests. This will only apply to employees who return to their previously held positions and shift, not transfers via the bid system.

If ten (10) hour shifts are discontinued in the department, employees will return to their previously held eight (8) hour positions, which may be the same shift or their previous shift (whichever is applicable) and they will retain their prescheduled and approved Vacation requests. If additional slots of Vacation become available as a result of this, they will be offered first to those who applied during the Vacation planning cycle and to those who were denied. Shift differential only applies to hours worked and will be applied accordingly.

Educational Leave Pay Option

Select one by placing an **X** next to the desired option.

_____ Option I Eight (8) hours of educational leave pay per shift.

_____ Option II Ten (10) hours of educational leave pay per shift.

Educational Leave pay for other than a scheduled workday will be paid at eight (8) straight time hours of pay.

If mandatory in-service is held, it will be considered as time worked for pay purposes.

Jury Duty

Paid ten (10) hours per daily. The entitlement for Jury Duty will be in accordance with the provisions of the Labor Agreement.

Compassionate Leave

Paid ten (10) hours daily. The entitlement for Compassionate Leave will be in accordance with the provisions of the Labor Agreement.

Report Pay

Employees who report to work without receiving prior notice that there is no work available will receive two (2) hours report pay. All contractual provisions for application of report pay will apply.

Cancellation of Assignment (May be Facility Specific) [Cancellation Section currently applicable only to SCPMG]

Per the Collective Bargaining Agreement (paragraph 1217), in the event it is necessary to cancel Health Care Professionals, the Health Care Professionals shall be cancelled according to the following procedure (regardless of shift, i.e. 8, 10 or 12):

- Registry (including Travelers)
- Overtime (Unscheduled Work Time)
- Volunteers
- Per Diem/Temporary/Resource Network
- Part-time/Irregularly Scheduled Part-time on Additional Hours
- Irregularly Scheduled

Selection and Conversion

Participation in the 4-40 staffing pattern is voluntary. First preference to select the ten (10) hour shift positions shall be based on Collective Bargaining Unit Seniority. Employees current status will be maintained at full-time.

If during the conversion, the Registered Nurse voluntarily selects a schedule which results in two (2) consecutive weekends being worked, he/she will waive the applicable premium. If the Registered Nurse has no choice, however, in the selection of weekends and his/her conversion to the ten (10) hour shift results in consecutive weekends being worked, the applicable premium will apply.

Future vacancies for ten (10) hour shifts will be posted and filled pursuant to Article 15, Job Posting and Filling Vacancies. Employees will be placed back into their previous shift (e.g., days, evenings and nights) in the event the ten (10) hour shifts are discontinued.

New positions may be posted noting the 4-40 staffing pattern but each posting must also specify a complimentary eight (8) hour shift position since this staffing pattern is temporary, this is to include positions posted to the outside.

Terms of Agreement

It is the intent of the Employer to implement a scheduling system which meets our Health Plan members' needs and supports sound economic practices, while at the same time affording Registered Nurses with flexible scheduling preference. Ten (10) hour shifts are temporary and the terms are mutually agreed to.

The Registered Nurse may elect to voluntarily discontinue participation in the 4-40 ten (10) hour staffing pattern with thirty (30) days written notification. Likewise, the Employer may also elect to discontinue the staffing pattern with thirty (30) days written notification to the Association.

I understand the terms and conditions of the Four-Forty (4-40) Schedule at Straight Time Pay.

I understand that under California law, I am entitled to two (2) "duty-free" 30-minute Meal Periods if I work more than ten (10) hours in a work day. In accordance with the requirements of state law, I hereby voluntarily agree to waive one of the two Meal Periods each day that I work over ten hours. I understand, as a result of this waiver, I will receive only one Meal Period during each day of work and will be paid for all working time, but not for the one duty-free Meal Period I receive. I also understand that I may revoke the "Meal Period Waiver" at any time by providing at least one day's advance written notice of the decision to do so. Should the Employer wish to revoke this agreement, management will discuss with the employee (and union) prior to implementation of any changes. This waiver will remain in effect until I exercise, or the Employer exercises, the option to revoke it. I acknowledge that I consent to this.

I further understand these positions are temporary and that they may be discontinued by the Employer or the employee with thirty (30) days' notice.

18. **Twelve (12) Hour Staffing at Straight Time Pay**

STATUS DEFINITION

Option I

(THIS OPTION IS NO LONGER AVAILABLE TO STAFF NEW TO 12 HOUR SHIFTS AS OF 1/1/11. STAFF CURRENTLY IN THIS OPTION AS OF 1/1/11 ARE GRANDFATHERED. SHOULD THEY TRANSFER OUT OF THEIR CURRENT DEPARTMENT/UNIT, THIS OPTION WILL NO LONGER BE AVAILABLE.)

Full-time: Seven (7) twelve (12) hour shifts per pay period. Three (3) shifts one (1) week; four (4) shifts the second (2nd). Employees will be scheduled every other weekend off. The weekend for the night shift, for the purpose of this agreement, will be Saturday and Sunday. This option has no impact on an employee's pension since he/she will be scheduled eighty-four (84) hours per pay period.

Option II

Full-time: Six (6) twelve (12) hour shifts per pay period. Three (3) shifts each week. Employees will be scheduled every other weekend off. The weekend for the night shift, for the purpose of this agreement, will be Saturday and Sunday. This option has no impact on pension as a year of credited service is defined as 1,800 hours.

Option III

(THIS OPTION IS NO LONGER AVAILABLE TO STAFF NEW TO 12 HOUR SHIFTS AS OF 1/1/11. STAFF CURRENTLY IN THIS OPTION AS OF 1/1/11 ARE GRANDFATHERED. SHOULD THEY TRANSFER OUT OF THEIR CURRENT DEPARTMENT/UNIT, THIS OPTION WILL NO LONGER BE AVAILABLE.)

Full-time: Six (6) twelve (12) hour shifts per pay period. Three (3) shifts each week. Employees will be scheduled every other weekend off. The weekend for night shift, for the purpose of this agreement, will be Saturday and Sunday. Full-time employees, scheduled forty (40) hours per week, work 2,080 hours. If an employee is on Option II for six (6) months he/she would earn 936 hours of credited service. Employees on Option III are to work an additional eight (8) eight (8) shifts or five (5) additional twelve (12) hour shifts and one (1) eight (8) hour shift during each six

(6) months he/she remains on this schedule (provided work is available) in an effort to ensure 2,000 hour per year. This option has no impact on pension as a year of credited service is defined as 1,800 hours.

Option IV

Part-time: Four (4) twelve (12) hour to five (5) twelve (12) hour shifts per pay period. For example, two (2) or three (3) shifts each week. Employees will be scheduled every other weekend off. The weekend for night shift, for the purpose of this agreement, will be Saturday and Sunday.

SHIFTS/HOURS (SUBJECT TO UNIT NEEDS)

The Director of the Service will determine the number of positions required for the Options above (subject to the disclaimers noted in Options I and III) based upon the needs of the unit. Employees will be requested to submit their preference in writing. Awarding of preference will be based upon seniority.

Workweek

The workweek for all employees on the twelve (12) hour staffing pattern will commence Sunday night at 12:01 a.m., ending on a Saturday night at Midnight.

Pay Practices

When an employee works twelve (12) hour shifts, he/she is paid such at straight time until forty (40) hours have been worked in a workweek. For example, an employee works a schedule with four (4) twelve (12) hour shifts the first week of the pay period and three (3) twelve (12) hour shifts the second week of the pay period. Pay for the first week would be forty (40) hours at straight time and eight (8) hours at time and one-half (1 1/2x). Pay for the second week would be thirty-six (36) hours at straight time. If in this example the employee worked extra shifts the first week (i.e., five (5) twelve (12) hour shifts), pay for all hours over forty (40) in the workweek would be at time and one-half (1 1/2x). Five (5) twelve (12) hour shifts equate to sixty (60) hours of work, therefore the first forty (40) would be at straight time and the other twenty (20) would be at time and one-half (1 1/2x). Consecutive weekends worked is paid at time and one-half (1 1/2x). In addition, the normal daily overtime provisions will apply for all hours worked in excess of twelve (12) in one (1) workday. Specifically, double time (2x) is applicable over twelve (12) hours in one (1) workday and two and one-half times (2 1/2x) over sixteen (16) hours.

Seventh (7th) Consecutive Day in a Workweek

An employee is not considered to have had a day off unless thirty (30) hours have elapsed from the end of the last shift worked until the beginning of the next shift.

Meal Period

One (1) unpaid thirty (30) minute meal period per twelve (12) hour shift.

Rest Periods

Three (3) paid fifteen (15) minute breaks per twelve (12) hour shift.

Shift Differential

There shall be three (3) shifts of work, and general starting times are assigned between the hours noted below. Shift differential applies to shifts beginning between the hours noted in the evening shift and the hours noted in the night shift.

Day Shift - 6:00 a.m. to 10:00 a.m.
Evening Shift - 2:00 p.m. to 6:00 p.m.
Night Shift - 10:00 p.m. to 2:00 a.m.

Employees whose starting time is other than described above will receive appropriate shift differential for all hours worked between 4:00 p.m. and 8:00 a.m.

A day shift twelve (12) hour employee working 7:00 a.m. to 7:30 p.m. will normally receive three and one-half (3 1/2) hours of evening shift differential (e.g., 4:00 p.m. to 7:30 p.m.). A night shift twelve (12) hour employee will receive five (5) hours evening shift differential (e.g., 7:00 p.m. to Midnight) and seven (7) hours night shift differential (e.g., Midnight to 7:30 a.m.).

Effective October 1, 2001, applicable shift differential shall be paid on all compensated hours, including holiday hours not worked.

Holiday

Designated Holiday Scheduled Off (Full-time) - Paid at eight (8) hours at the regular rate of pay. The employee may elect to receive four (4) hours of Vacation pay by so stating.

Designated Holiday Scheduled Off (Part-time) - Pay will be prorated.

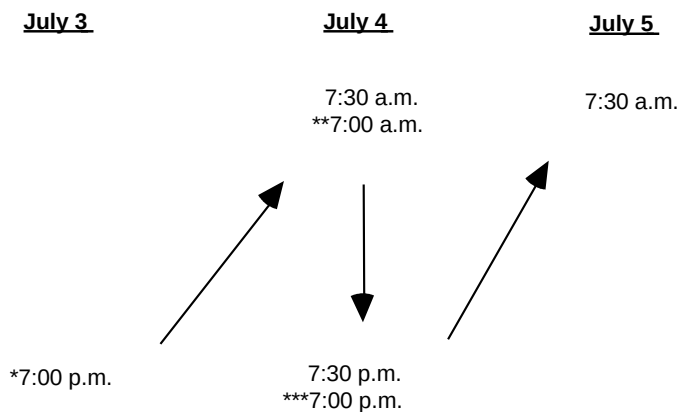
Designated Holiday Worked - Paid at two and one-half times (2 1/2x) the regular rate of pay for all hours worked on the actual designated holiday.

Designated Holiday Worked With Another Substitute Day - Paid at one and one-half times (1 1/2x) the regular rate of pay for all hours worked on the designated holiday. Substitute day off will be paid at eight (8) hours at the regular rate of pay.

Applicable shift differential is paid for a holiday not worked.

Employees will receive designated holiday premium for all hours worked on the actual designated holiday (i.e., Midnight to Midnight).

EXAMPLE:



- * Will receive straight time pay for all hours worked between 7:00 p.m. and Midnight. Will receive holiday premium, i.e., double time and one-half (2 1/2x) for all hours worked from Midnight to 7:30 a.m. In addition, this employee is entitled to receive one (1) hour holiday not worked.
- ** Will receive all hours worked at holiday premium, i.e., double time and one-half (2 1/2x).
- *** Will receive holiday premium, i.e., double time and one-half (2 1/2x) for all hours worked from 7:00 p.m. to Midnight, from Midnight to 7:30 a.m. will be compensated as follows: seven (7) hours straight time pay, unless it is the seventh (7th) or more shift worked in the pay period. If so, it will be paid at the applicable premium rate. In addition, this employee is entitled to receive three (3) hours holiday not worked.

Sick Leave Pay Option

Select one by placing an **X** next to the desired option.

_____ Option I Eight (8) hours of Sick Leave pay per shift.

_____ Option II Twelve (12) hours of Sick Leave pay per shift.

Workers' Compensation or State Disability Insurance - Weekly integration for those disabled will be handled in increments of forty (40) hours per week.

Shift Differential

Applicable shift differential is paid for Vacation/Sick Leave and other unworked, paid time.

Compassionate Leave

Paid twelve (12) hours daily. The entitlement for Compassionate Leave will be in accordance with the provisions of the Labor Agreement.

Vacation

Select one by placing an **X** next to the desired option.

_____ Option I Eight (8) hours of Vacation pay per shift.

_____ Option II Twelve (12) hours of Vacation pay per shift.

NOTE: Full-time employees who take one (1) week of Vacation will receive forty (40) hours of pay. Part-time employees cannot take more than their contractual weekly entitlement of Vacation.

If a twelve (12) hour employee returns to their previously held eight (8) hour position, which may be the same shift or their previous shift (whichever is applicable), he/she will retain his/her prescheduled and approved Vacation requests. This will only apply to employees who return to their previously held position and shift, not transfers via the bid system.

If twelve (12) hour shifts are discontinued in the department, employees will return to their previously held eight (8) hour positions, which may be the same shift or their previous shift (whichever is applicable) and they will retain their prescheduled and approved Vacation requests. If additional slots of Vacation become available as a result of this, they will be offered first to those who applied during the Vacation planning cycle and to those who were denied. Shift differential only applies to hours worked and will be applied accordingly.

Educational Leave Pay Options

Select one by placing an **X** next to the desired option.

_____ Option I Eight (8) hours of educational leave pay per shift.

_____ Option II Twelve (12) hours of educational leave pay per shift.

Educational Leave pay for other than a scheduled workday will be paid at eight (8) straight time hours of pay.

If mandatory in-service is held, it will be considered as time worked for pay purposes.

Jury Duty

Paid (12) hours per daily. The entitlement for Jury Duty will be in accordance with the provisions of the Labor Agreement.

Report Pay

Employees who report to work without receiving prior notice that there is no work available will receive two (2) hours report pay. All contractual provisions for application of report pay will apply.

Cancellation of Assignment (cancellation section currently applicable only to SCPMG)

Per the Collective Bargaining Agreement (paragraph 1217), in the event it is necessary to cancel Health Care Professionals, the Health Care Professionals shall be cancelled according to the following procedure (regardless of shift, i.e. 8 or 12):

- Registry (including Travelers)
- Overtime (Unscheduled Work Time)
- Volunteers
- Per Diem/Temporary/Resource Network
- Part-time/Irregularly Scheduled Part-time on Additional Hours
- Irregularly Scheduled

After exhausting options in paragraph 1217, in units where twelve (12) hour shifts exist, the following will apply.

In the event it is necessary to cancel Registered Nurses for the day shift, cancellation shall be based on paragraph 1217 of the Collective Bargaining Agreement. In the event an eight (8) hour evening nurse replaces the last four (4) hours of a day twelve (12) hour shift, he/she will continue to work the full eight (8) hour shift regardless of seniority (the day twelve hour nurse will be cancelled for the last four hours of the shift or work in another unit if needed). The twelve (12) hour (7:00 p.m. to 7:30 a.m.) night shift nurse will be canceled for the first four (4) hours of the twelve (12) hour shift or work in another unit if needed. Paragraph 1117 of the current Collective Bargaining Agreement shall remain intact.

For example, if the Health Care Professional who is scheduled to commence work at 3:00 p.m. is a regular FT/PT Health Care Professional, the cancellation shall follow the Twelve Hour Shift Agreement meaning the Twelve Hour Day Shift Nurse is cancelled their last four hours and the 7:00 p.m. – 7:30 a.m. night nurse is cancelled their first four hours that the regular FT/PT 3:00 p.m. – 11:00 p.m. nurse works. As noted above, if the 3:00 p.m. – 11:00 p.m. nurse is not a

regular FT/PT nurse (i.e., Registry, Traveler, Per Diem, etc.), paragraphs 1217-1223 of the CBA apply.

In order to reduce the impact of cancellation on any one nurse, a roster will be maintained for the purpose of cancellation rotation.

It is understood that when a twelve (12) hour shift is reduced to eight (8) hours, that eight (8) hours will be considered the first eight (8) hours of the workday.

Following application of the aforementioned, the provisions of paragraphs 1217 through 1223 will apply.

Selection and Conversion

Participation in the twelve (12) hour staffing pattern is voluntary. First preference to select the twelve (12) hour shift positions shall be based on Collective Bargaining Unit Seniority. Employees current status will be maintained.

If during the conversion, the Registered Nurse voluntarily selects a schedule which results in two (2) consecutive weekends being worked, he/she will waive the applicable premium. If the Registered Nurse has no choice, however, in the selection of weekends and his/her conversion to a twelve (12) hour shift results in consecutive weekends being worked, the applicable premium will apply.

Future vacancies for twelve (12) hour shifts will be posted and filled pursuant to Article 15, Job Posting and Filling Vacancies, as well as the language denoted in numbers 1-6 that follows this paragraph (none of which is intended to supersede the CBA, specifically paragraphs 1217-1223). Employees will be placed back into their previous shift (e.g., days, evenings or nights) in the event the twelve (12) hour shifts are discontinued. For new replacement positions, a corresponding eight (8) hour position will be so noted, to include those positions posted to the outside.

1. For staff currently onboard with the Employer, the parties agree that the Employer may implement ten and twelve hour straight time work schedules solely at the request of the Registered Nurses, Nurse Practitioners and Physician Assistants.
2. A vacancy occurring in a unit where there is either eight (8) hours positions only, or a mix of eight (8) hour positions and ten (10) or twelve (12) hour straight time positions, may be dually posted internally as eight (8) hour positions and ten (10) or twelve (12) hour straight time positions. The Health Care Professional who bids and is awarded the position will have the option of selecting the eight (8) hour position or the twelve (12) hour straight time position (or ten (10) hour straight time shift if applicable to that department). If there are no inside bidders, then the position may be dually posted externally with the same provisions for selection of a shift. If the posted position replaces an eight (8) hour evening shift position (for example, 3pm to 11:30pm, 2pm to 10:30pm, etc.), the posted twelve (12) hour position shall include the corresponding eight (8) hour back up (for example, 3pm to 11:30pm, 2pm to 10:30pm, etc.).
3. Vacancies occurring in units that are comprised of all twelve (12) hour straight time shifts can be initially posted (internally and externally) as twelve (12) hour straight time positions. The ability to post twelve (12) hour straight time positions would also be applicable to new positions added to the unit.

4. Employees electing to participate in alternative straight time work schedules will be required to complete the appropriate alternative work schedule agreement.
5. Vacancies for alternative work schedules shall be posted and filled pursuant to the applicable provisions of the Collective Bargaining Agreement. The parties acknowledge that either the Employer and/or employee may discontinue participation in alternative straight time work schedules with thirty (30) days' notice. In the event that the alternative work schedules are discontinued, employees will be placed back into their previous shift (e.g., days, evenings or nights). For new replacement positions, a corresponding eight (8) hours position will be noted on the posting.
6. The parties agree that the implementation and/or granting of alternative work schedules shall not give rise to layoffs and/or mandatory cancellations.

Terms of Agreement

It is the intent of the Employer to implement a scheduling system which meets our Health Plan members' needs and supports sound economic practices, while at the same time affording Registered Nurses with flexible scheduling preference.

The Registered Nurse may elect to voluntarily discontinue participation in the twelve (12) hour shift staffing pattern with thirty (30) days written notification.

I understand the terms and conditions of Twelve (12) Hour Staffing at Straight Time Pay.

I understand that under California law, I am entitled to two (2) "duty-free" 30-minute Meal Periods if I work more than ten (10) hours in a work day. In accordance with the requirements of state law, I hereby voluntarily agree to waive one of the two Meal Periods each day that I work over ten hours. I understand, as a result of this waiver, I will receive only one Meal Period during each day of work and will be paid for all working time, but not for the one duty-free Meal Period I receive. I also understand that I may revoke the "Meal Period Waiver" at any time by providing at least one day's advance written notice of the decision to do so. Should the Employer wish to revoke this agreement, management will discuss with the employee (and union) prior to implementation of any changes. This waiver will remain in effect until I exercise, or the Employer exercises, the option to revoke it. I acknowledge that I consent to this.

I further understand these positions are temporary and that they may be discontinued by myself or the Employer with thirty (30) days' notice.

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